Tillamook County Transportation District
Board of Directors
Regular Monthly Meeting

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

NW RIDES

Wednesday, October 28, 2026 at 6:00PM
Transportation Building
3600 Third Street, Tillamook, Oregon

TILLAMOOK COUNTY Transportation District

Tillamook County Transportation District
BOARD OF DIRECTORS – REGULAR MONTHLY MEETING
Agenda: Wednesday, October 28, 2026 @ 6:00pm

To attend by phone, please dial: +1 (253) 215-8782 Meeting ID: 856 9545 9915
To attend virtually, please use this link: https://us02web.zoom.us/j/85695459915

REGULAR MEETING

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Announcements, Changes to Agenda, Agenda Approval
5. Public & Guest Comments

STATE OF THE DISTRICT REPORT

6. Financial Report – Matt Apken, Partner, Merina+Co
7. Service Performance Reports (July) (distribute at meeting)
8. Northwest Oregon Transit Alliance (Pgs. 1-4)
9. NW Rides Brokerage Report (distribute at meeting)
10. General Manager Report (Pgs. 5-7)
    a. Administration/Coordination
    b. Planning/Development
    c. Grant Funding
    d. Facility/Property Management
    e. Operations/Vehicle Maintenance
11. Miscellaneous

CONSENT

12. Motion to Approve the Minutes of September 16, 2026, Regular Board Meeting (Pgs. 8-13)

EXECUTIVE SESSION

- ORS 192.660(2)(h) and, as applicable, ORS 192.660(2)(f), to consult with legal counsel concerning the District's legal rights and duties regarding litigation likely to be filed arising from disputed employment matters, and to consider confidential attorney-client privileged information and records as authorized by law.

ACTION ITEMS

13. Resolution 26-25 Authorizing the General Manager to Execute Amendment Number 1 to ODOT Grant Agreement Number 35780 (Pgs. 14-25)
14. Resolution 26-26 Authorizing the General Manager to Execute a Special Procurement Award of a Professional Services Agreement with Madison Avenue Collective for NW Rides Website Design & Development (Pgs. 26-45)
15. Resolution 26-27 Authorizing the General Manager to Execute a Professional Services Agreement with Madison Avenue Collective for NW Rides Website Management (Pgs. 46-54)

16. Resolution 26-28 Authorizing the General Manager to Submit FY 2027-2029 FTA Section 5304 Planning and Research Grant Program Applications (Pg. 55)
17. Consideration of Information Technology Support Services Proposal (Pgs. 56-65)
18. Resolution 26-29 Authorizing the General Manager to Execute a Contract with Big River Construction, Inc. for the TCTD Three Transit Stops Improvement Project Upon Completion of the Protest Period (Pgs. 66-69)
19. Resolution 26-30 Authorizing Approval and Execution of a Mutual Separation and Release Agreement and Supplemental Agreement Regarding Interim Paid Employment and Separation Date (Pgs. 70-71)

DISCUSSION ITEMS

20. Staff Comments
21. Board of Directors Comments
22. Adjournment

UPCOMING EVENTS

October 30, 4:00-6:00 PM: Trunk or Treat Trolley Operation

NEXT REGULARLY SCHEDULED MEETING

November 18, 2026

Coordinating Committee In-Person Meeting
October 9, 2026 | 10:00a – 12:00p

Sunset Empire Transportation District
900 Marine Drive, Astoria OR 97103

Join: https://teams.microsoft.com/meet/22796784845148?p=ricrFjQSRTx5MEusYl
Meeting ID: 227 967 848 451 48
Passcode: Sz29ka3i

Agenda

10:00-10:05a	Introductions		Brian Vitulli
10:05-10:30a	Conversation with Amanda Pietz, Administrator ODOT Policy, Data & Analysis Division		Amanda Pietz All
10:30 - 11:00a	Consent Calendar September Meeting Minutes Bus Stop Project Update		Brian Vitulli
11:00-11:45a	MAC Website Development		Logan Hoffman
11:30-11:45a	Transportation Options		El Carey Andrea Breault
11:45-12:00p	Member Updates		All

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

Coordinating Committee In-Person Meeting
September 4, 2026 | 10:00a – 12:00p

Tillamook County Transportation District
3600 3rd Street, Tillamook

Minutes

In Attendance: Andrea Breault (Transit Happy), Cynda Bruce, El Carey (Transit Happy), David Carr, Sarah Lu Heath, Logan Hoffman (MAC), Ryan Johnson (MAC), Arla Miller, Maya O'Neal, Brian Vitulli, and Chris Wheatley.

Consent Calendar

August Meeting Minutes were reviewed and minor changes accepted as follows:

- Update TAC to Technical Advisory Committee.
- Chris Wheatley will be 'reappointed' to TCTD TAC and BV will join the Citizen Transportation Advisory Committee.
- Cynda Bruce's retirement is 'scheduled'

Emissions/Ridership Tracking for FY26 was reviewed by the group.

It was also noted that OCVA wants to restart their summer bus service. Currently, their plan is to continue to offer services already provided by public transit on Highway 26 and Highway 6. SETD and CCR commented that it would make more sense to provide service along Highway 30.

Bus Stop Project Update
Brian Vitulli noted that Pacific City design permitting is now complete. Jacobs and TCTD Counsel have reviewed the RFP for construction. Jacobs will provide project management to chosen construction firm. Cynda will help transition Waldport project. Due to delays in permitting, construction schedule may delayed depending on weather.

Motion to accept the consent calendar was made by Cynda Bruce, seconded by David Carr and passed unanimously.

Transportation Options

Marketing: El Carey shared that the Summer 7-Day pass campaign for Meta (FB and Insta) is wrapping up. These message were displayed across NW Oregon, including the I-5 corridor. The consultants are sharing posts, linking to agencies, and promoting destinations via routes on social channels as well.

The Get There Challenge will begin on October 1. Media packets will include posters, postcards, and on-bus posters, also social media templates.

Transportation options will also be promoted at the Great Columbia Cross with flyers promoting the NWConnector and Get There Challenge.

El also shared that a local photography session capturing images across routes will take place on September 8. A library of photos will be available to NWOTA members and ColPac.

Transportation Options: GTC is Oct 1-14. State is marketing about prizes and contests in lead up to the challenge. Fred Meyer gift cards will be promoted for local prizes. Categories include best walker, biker, and transit rider.

Agencies agreed to participate in ridership competition – the prize for the agency with most participants will be pizza or bbq lunch for drivers.

Andrea also mentioned ODOT's Vanpools program. Information now on statewide site. Subsidy for user is offered on a first-come, first-serve basis.

MAC Website Development

Information architecture was reviewed led by Ryan Johnson from the MAC team. Feedback will be accepted from each agency. The next steps will be design review in October.

7 Day Pass Profit Sharing

New passes and bus shelter maps are available and were distributed at the meeting.

Recently at a SETD board meeting, Kathy Kleczek asked about 7-day pass profit sharing. Cynda Bruce stated that the group previously agreed that the labor cost to manage this would cost more than any profit sharing. Sarah Lu Heath will search minutes to confirm. The group agreed that it would not be efficient to track, manage, and send checks and therefore each agency will retain any sales from the 7 day passes.

One benefit from cross promoting the 7 day pass will be seen in the formula 5311 funds by boosted ridership.

Member Updates

It was noted that the October 9 meeting will be held in Astoria, hosted at SETD featuring an opportunity for open discussion with Amanda Pietz, the Administrator of ODOT's Policy, Data & Analysis Division. SETD staff will run hybrid technology as Sarah Lu will be working remotely from a conference.

BAT is undertaking a study to determine if BAT should take operations in-house.

CCR is putting together a temporary route for Halloween Town. On vehicle ad space for this event is selling well. Recent outreach includes a radio show hosted at their Transit Center and there will

be additional on-site radio shows to highlight route stops. Additionally, the agency is working prepare for the I-5 shut down.

SETD: Hired Now CFO to manage accounting and SETD is now getting caught up on reporting submittals. They are also meeting with City of Astoria to discuss town loops and park and ride to better manage seasonal congestion.

TCTD: New vehicles have been received and are now in service. Camera systems are being updated on new vehicles. Two buses are going back to the manufacturer for warranty items. Vehicles will also be converted into bi-fuel vehicles. Additionally, they are hiring a new operations coordinator.

LCT: Transit Director position is posted online for recruitment. This meeting was Cynda Bruce's last NWOTA meeting and she was thanks for her heartful, long-term service to the LCT and our group.

ODOT: September 25th deadline for LOI 5304 Planning Funds.

The meeting was adjourned after member updates.

TILLAMOOK COUNTY Transportation District

DATE: October 28, 2026

TO: TCTD Board of Directors

FROM: Brian Vitulli, General Manager

SUBJECT: GENERAL MANAGER REPORT

Administration/Coordination

- Attended Oregon Transportation Commission meeting on October 8.
- Attended NWOTA meeting on October 9.
- Attended OTA Executive Committee meetings on September 22 and 29, and October 13, 20, and 27.
- With Operations Superintendent Reed and NEMT Brokerage Manager Puett, met with Merina+Co representatives on September 24 for project kick-off for finance and accounting services support.
- Met with consultant to Tillamook County Wellness (Shift Health Accelerator) on October 1 as they engage with key partners and stakeholders to better understand TCW's strengths, opportunities, and future direction.
- With Operations Superintendent Reed and NEMT Brokerage Manager Puett, met with Madison Avenue Collective (MAC) on October 7 about design and development of NW Rides website. MAC is the current NWOTA website management firm and website upgrade developer.
- With Operations Superintendent Reed and NEMT Brokerage Manager Puett, met with iFocus IT services provider on October 13 and 20 to discuss the District's IT needs.
- Attended OTA Conference Program Committee meeting on October 21.
- SAIF auditors were on-site on October 27 to conduct a payroll audit.
- ATU, Local 757 Coordination
    - Meetings / Communications
        - Ongoing correspondence with ATU President and liaison on District / Union matters.
    - Grievance Status
        - Grievance #2405 – continuing to work with counsel and Union on resolution.
        - Grievance #2514 - filed on 8/27/2026 / **withdrawn by Union on 10/19/2026**.
        - Grievance #2516 - filed on 8/31/2026 / **withdrawn by Union on 9/24/2026**.

Planning & Development

- Work on the NW Connector Bus Stop Access Project for Pacific City, Hebo, Waldport is continuing. Construction bids for Phase II were due on October 20 and three were received. Working with District counsel to determine responsiveness and the preferred contractor. Contract approval is tentatively scheduled for the November 18 Board meeting.
- TCTD Transit Development Plan Update proposals were due on Monday, October 19. Proposals were received by five consultants. Proposal evaluation, scoring, and selection of the preferred firm will occur in the next few weeks, and contract approval will be considered by the TCTD Board of Directors at their November 18th meeting.
- With Sunset Empire Transportation District Executive Director, met with OCVA and Eco Shuttle representatives to discuss a potential 2027 return of the North Coast Express and how to incorporate local transit providers better into the planning and implementation processes.

Grant Funding

- Pre-applications were submitted to ODOT on Friday, September 25 for the FY 2027-2029 FTA Section 5304 Planning and Research Grant Program. For rural transit providers such as TCTD, these are 100% funded (no local match required). Three pre-applications were submitted for:
    - Comprehensive Organizational Succession Plan - $60,000
    - Alternative Transit Service Models Analysis - $85,000
    - Comprehensive Fare Study - $85,000

  The District was invited to submit final applications for these three projects by 5:00 PM on Wednesday, November 25, 2026.
- Attended ODOT 5304 grant webinar on October 19.
- Attended ODOT FY 2027-2029 Statewide Transportation Improvement Fund (STIF) Plan Q&A webinar on October 22.
- On August 12, the District received the delivery of the bus stop infrastructure for the six locations on U.S. 101 in Garibaldi. Staff is still working to identify a contractor for installation.

Facility/Property Management

- Grounds maintenance was performed around the District's Administrative campus in mid- to late June and again in July. A new Utility Attendant was hired in late July to perform ground maintenance and vehicle cleaning, among other duties.
- Transit Center exterior / platform cleaning occurs weekly and on an as-needed basis.

Operations / Vehicles / Maintenance

- Camera systems installed on two (2) trolley buses on August 31, 2026. Vehicles operating in revenue service.
- Trolley bus #212 involved in collision in September. Vehicle is out of service and awaiting damage assessment and insurance determination.
- Fall shift bid implemented on Sunday, September 13.
- Received four category B buses in late July. Vehicles removed from service in September due to potential drivetrain issues. Currently awaiting results from certified warranty specialists.

Tillamook County Transportation District
Board of Directors Regular Monthly Meeting
Wednesday, September 16, 2026 – 6:00PM
Transportation Building
3600 Third Street, Tillamook, OR
Meeting Minutes

1. **Call to Order:** Board Vice Chair McCall called the meeting to order at 6:01 pm.

2. **Pledge of Allegiance**

3. **Roll Call:**

Present
TCTD Board of Directors
Gary Hanenkrat, Director
Marni Johnston, Treasurer (via Zoom)
David McCall, Chair
Nan Devlin, Secretary
Eric Sappington, Vice Chair
Jaqueline Edwards, Director
Brian Lundquist, Director

Absent
TCTD Board of Directors
None

TCTD Staff
Brian Vitulli, General Manager
Sue Lewis, Office Assistant
Jacquelyn Puett, Brokerage Manager
Michael Reed, Operations Superintendent
Keri Brown, Admin Assistant/Board Clerk (Absent)

Guest
Ronald Guerra, Esq., Innova Legal Advisors PC (via Zoom)
John Cline, Public
Jim LeNormand, public
Tyler Hellner, ATU Representative
Henry Beasley, ATU Vice President
Li, public (via Zoom)

4. **Announcements and Changes to Agenda**

Chair McCall requested that the agenda be amended to move the Executive Session to item 6 before State of the District Report and to divide the noticed Executive Session into two separate subject areas. The proposed amendment is intended to permit the Board to deliberate on each matter separately and in an orderly and organized manner.

5. Public & Guest Comments:

Tyler Hellner made a public comment regarding the Collective Bargaining Agreement (CBA) approved by the Board and the Board's oversight responsibilities with respect to the District. Mr. Hellner expressed concern that certain actions are occurring that, in his view, circumvent the provisions of the CBA. He further asserted that issues related to Article 16 of the CBA should be addressed. Mr. Hellner stated that his comments were offered in good faith and to work collaboratively toward a resolution of the identified concerns and improved morale within the District's work environment.

John Cline made a public comment expressing his appreciation for the new trolley buses being placed into service. Mr. Cline stated that employees are working together to maintain operational continuity and ensure that transportation services remain available to the public. He also acknowledged the efforts of staff to keep operations running and emphasized the importance of providing reliable transportation for community members who depend on the District's services.

6. Executive Session: The Board entered a closed Executive Session at 6:09 pm and reconvened in open session at 6:21 pm under:

- *ORS 192.660(2)f) and ORS 192.660(2)(h) – To Consider Information or Records that are Exempt by Law from Public Inspection, Including Attorney-Client Privileged Information, and to Consult with Counsel Concerning the Legal Rights and Duties of the District with Regard to Litigation Likely to be Filed Arising from an Employment-Related Dispute.*

As a result of Executive Session, the following motion was made upon reconvening in open session:

Motion by Director Devlin that the Board authorize the Board Chair to continue working with the District's legal counsel concerning the employee complaint. Including overseeing completion of the independent investigation and taking such procedural and administrative steps as are reasonably necessary to bring the complaint process to an appropriate resolution consistent with Board direction and subject to further Board approval of any matter requiring action by the Board. Seconded by Director Edwards.

Motion Passed
By Chair McCall, Directors Hanenkrat
Johnston, Sappington, Devlin,
Lundquist and Edwards

The Board entered a closed Executive Session at 6:23 pm and reconvened in open session at 7:18 pm under:

- *ORS 192.660(2)f) and ORS 192.660(2)(h) – To Consider Information or Records that are Exempt by Law from Public Inspection, Including Attorney-Client Privileged Information, and to Consult with Counsel Concerning the Legal Rights and Duties of the District with Regard to Litigation Likely to be Filed Arising from an Employment-Related Dispute.*

There were no motions as a result of the Executive Session.

STATE OF THE DISTRICT REPORT

7. **Financial and Grant Reports:** No report this month.

8. **Service Performance Reports:** Statistics for July 2026 are included in the Board packet pages 1-2.

9. **Northwest Oregon Transit Alliance:** Updates included in the Board packet pages 3-4.

10. **NW Rides Brokerage:** Updates included in the Board packet pages 5-7.

11. **General Manager Report:** Updates included in Board packet pages 8-9 (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**

    Director Lundquist commented that the new trolley buses are highly visible within the community and serve as a positive means of promoting the Transit District. He expressed optimism that the increased visibility of the fleet may contribute to public awareness and ridership growth. Director Lundquist further stated his hope that ridership levels, which declined during the COVID-19 pandemic, will continue to recover and ultimately return to or exceed pre-pandemic levels.

    Chair McCall asked whether a schedule had been established for the installation of the Garibaldi bus shelters. GM Vitulli responded that the shelter materials were delivered to the District several weeks earlier and that the District is in the process of identifying a contractor to complete the installation of the shelters.

12. **Miscellaneous:** None

CONSENT CALENDAR

13. Motion to Approve the Minutes of August 19, 2026, Regular Board Meeting

Motion by Director Devlin to Approve the Minutes of August 19, 2026, Regular Board Meeting. Seconded by Edwards.

Motion Passed
By Vice Chair McCall, Directors Hanenkrat, Johnston, Sappington, Devlin Lundquist and Edwards

ACTION ITEMS

14. Consideration of Outsourced Financial / Accounting Services Proposals

Director Devlin asked whether the accounting firms under consideration had provided estimated monthly costs for the proposed outsourced finance and accounting services. GM Vitulli responded that, due to time constraints, he was unable to obtain comparable cost estimates from all the accounting firms. He noted that, as a result, a complete comparison of monthly service costs was not available at that time.

Director Edwards asked whether contracts for the proposed outsourced finance and accounting services would require renewal on an annual basis. GM Vitulli responded that, to the best of his understanding, the agreements are subject to annual renewal.

Director Johnston stated that she questioned the rationale for transitioning the District from a government-focused accounting software platform to QuickBooks, noting that such a change appeared to be a step backward and that the managing partner of Merina+Co serves on the American Institute of Certified Public Accountants (AICPA) State and Local Government Expert Panel and the Government Audit Quality Center (GAQC) Executive Committee, which, in her view, reflected a strong focus on governmental accounting matters.

Director Johnston also inquired whether the District would continue utilizing the assistance of Office Assistant Lewis. GM Vitulli stated that Office Assistant Lewis currently performs accounts payable and accounts receivable processing functions for the District and would continue providing that support.

Chair McCall stated that, while he had no prior experience working with Aldrich CPAs + Advisors LLP, he had some experience with Merina+Co and had been pleased with the services provided by that firm. Chair McCall further stated that he would recommend engaging the selected accounting firm on a trial basis to ensure that the firm is a suitable fit for the District's operational and financial management needs before making a longer-term commitment.

Director Johnston asked whether either of the accounting firms would be able to prioritize the District's needs and assist the District in becoming current on its outstanding audits. GM Vitulli responded that both firms had indicated they possess the resources necessary to support the District in addressing the audit backlog.

GM Vitulli further stated that engagement with Aldrich CPAs + Advisors LLP would involve transitioning the District from its current accounting software to QuickBooks Online, a process he noted would require a significant investment in time and resources. He also echoed Chair McCall's earlier comments, stating that Merina+Co could begin work with the District immediately while utilizing the District's existing accounting software platform, thereby avoiding the need for software conversion**.**

Motion by Director Johnston to Authorize the General Manager to Engage in an Agreement with Merina+Co. Seconded by Director Edwards.

Motion Passed
By Vice Chair McCall, Directors Hanenkrat,
Johnston, Sappington, Devlin
Lundquist and Edwards

DISCUSSION ITEMS

15. Staff Comments

General Manager Vitulli: Thanked the Board for their support.

Operations Superintendent Reed: None.

Office Assistance Lewis: None

Brokerage Manager Puett: None

16. Board of Directors' Comments

Dir. Hanenkrat: None

Dir. Lundquist: None

Dir. Devlin: None

Chair McCall: None

Dir. Sappington: None

Dir. Johnston: None

Dir. Edwards: None

GM Vitulli stated that Chair McCall had suggested changing the date of the Board's next regular meeting in October. Chair McCall confirmed that he would be out of town on the currently scheduled meeting date and that Director Sappington would also be unavailable. Chair McCall therefore recommended rescheduling the October 21 meeting to October 28 to accommodate Board member availability.

Motion by Director Johnston to move October 21, 2026, Regular Board Meeting to October 28, 2026. Seconded by Director Devlin.

Motion Passed
By Vice Chair McCall, Directors Hanenkrat,
Johnston, Sappington, Devlin
Lundquist and Edwards

17. Adjournment:

Board Chair McCall asked for a motion to adjourn the meeting at 7:58 pm.

Motion by Director Devlin to adjourn. Seconded by Director Sappington.

Motion Passed
By Chair McCall, Directors Hanenkrat,
Johnston, Sappington, Devlin
Lundquist and Edwards

These minutes were approved on this 28th of October 2026.

ATTEST:

David McCall, Board Chair

Brian Vitulli, General Manager

BEFORE THE BOARD OF DIRECTORS
OF THE
TILLAMOOK COUNTY TRANSPORTATION DISTRICT

Authorizing the General Manager to Execute Amendment Number 1 to ODOT Section 5310 Grant Agreement Number 35780	**)** **)** **)** **)**	**RESOLUTION NO. 26-25**

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

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

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

WHEREAS, in response to an ODOT solicitation for gap funding, on February 26, 2026, the District submitted an application for additional preventive vehicle maintenance funding to cover the period from June 30, 2027 to September 30, 2027. An additional $24,075 was allocated and the grant amount awarded has increased from $192,602 to $216,677 and the expiration date was extended from June 30, 2027 to September 30, 2027; and

WHEREAS, the District Board of Directors wishes to authorize the General Manager to execute Amendment Number 1 to ODOT Grant Agreement No. 35780 in the amount of $216,677 on behalf of the District for preventive vehicle maintenance of District rolling stock.

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

that the General Manager is hereby authorized to accept and execute Amendment Number 1 to ODOT Grant Agreement No. 35780 in the amount of $216,677 on behalf of the Tillamook County Transportation District, for preventive vehicle maintenance of District rolling stock from July 1, 2027 through September 30, 2027.

INTRODUCED AND ADOPTED this 28th day of October 2026.

ATTEST:

By: _____ By: _____
David McCall, Board Vice Chair Brian Vitulli, General Manager

AMENDMENT NUMBER 1
ODOT GRANT AGREEMENT NO. 35780
Tillamook County Transportation District

The **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as **State**, and **Tillamook County Transportation District**, hereinafter referred to as **Recipient**, entered into an Agreement on **July 15, 2025**. Said Agreement is to secure financial assistance to complete the activities described in Exhibit A.

It has now been determined by **State** and **Recipient** that the Agreement referenced above, although remaining in full force and effect, shall be amended to extend the Agreement period, increase the grant amount, add the Quarter 9 Gap Project, revise Exhibit A, and revise Exhibit B.

Page 1, Agreement, Paragraph 1, which reads:

1. **Effective Date**. This Agreement shall become effective on the later of **July 1, 2025** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or after **July 1, 2025** and on or before **June 30, 2027**. 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.

Shall be deleted in its entirety and replaced with the following:

1. **Effective Date**. This Agreement shall become effective on the later of **July 1, 2025** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or after **July 1, 2025** and on or before **September 30, 2027**. 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.

Page 1, Agreement, Paragraph 3, which reads:

3. **Project Cost; Grant Funds; Match**. The total project cost is estimated at **$214,646.00** ("Project Costs"). In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **$192,602.00** (the, "Grant Funds") for eligible costs described in Section 6.a. hereof. Recipient shall provide matching funds for all Project Costs as described in Exhibit A. Recipient will be responsible for all Project Costs not covered by the Grant Funds.

Shall be deleted in its entirety and replaced with the following:

3. **Project Cost; Grant Funds; Match**. The total project cost is estimated at **$241,476.00** ("Project Costs"). In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **$216,677.00** (the "Grant Funds") for eligible costs described in Section 6.a. hereof. Recipient shall provide matching funds for all Project Costs as described in Exhibit A. Recipient will be responsible for all Project Costs not covered by the Grant Funds.

Exhibit A shall be deleted in its entirety and replaced with the attached Revised Exhibit A. All references to "Exhibit A" shall hereinafter be referred to as "Revised Exhibit A."

Exhibit B shall be deleted in its entirety and replaced with the attached Revised Exhibit B. All references to "Exhibit B" shall hereinafter be referred to as "Revised Exhibit B."

This Amendment may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

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 _____

State of Oregon, by and through its Department of Transportation

By _____
Andrea Durbin
Public Transportation Office Manager

Date _____

APPROVAL RECOMMENDED

By Arla Miller

Date 10/08/2026

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over $250,000)

N/A

Recipient Contact:

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

State Contact:

Arla Miller
355 Capitol St NE, MS43
Salem, OR 97301
1 (503) 949-5415
Arla.MILLER@odot.state.or.us

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

Revised Exhibit A

Project Description and Budget

Project Description/Statement of Work

Project Title: 5310 STBG Tillamook County Transportation District 35780
Vehicle Preventative Maintenance

FTA funding Category A. Project ready to execute or has been executed. Funds available for reimbursement.

	Total	Grant Amount	Local Match	Match Type(s)
P-25-3169-02 Item #1: Preventive Maintenance				
	$214,646.00	$192,602.00	$22,044.00	Local
Sub Total	$214,646.00	$192,602.00	$22,044.00	

Project Title: Quarter 9 Gap Funding 5310 STBG Tillamook County TD 35780
Vehicle Preventive Maintenance

PTO is shifting the federal subgrant agreement periods to better align with funding availability. With this shift, there is a gap in funding continuity from the current biennium to the next. Gap funding allocation amounts are one eighth of subrecipients' 25-27 allocation, which covers the one quarter that would be unfunded if 25-27 subgrants were allowed to expire before the 27-29 subgrants go into effect.

Funds in this Project are being provided to help subrecipients sustain existing service during that one-time gap (otherwise referred to as Quarter 9).

FTA funding Category B. Project identified not ready to execute. Funds not available until FTA grant execution and subgrant agreement revision to release funds for reimbursement.

	Total	Grant Amount	Local Match	Match Type(s)
P-25-6370-01 Item #1: Preventive Maintenance				
	$26,830.00	$24,075.00	$2,755.00	Local
Sub Total	$26,830.00	$24,075.00	$2,755.00	
Grand Total	**$241,476.00**	**$216,677.00**	**$24,799.00**	

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

The following activities cannot proceed until the FTA concurs in writing that the environmental review process is complete per 23 CFR 771.113(a)(1):
- final design activities (design beyond 30%).
- property acquisition (includes purchase discussions with property owners that imply or are explicitly binding).
- purchase of construction materials (including EV chargers and bus shelters) or rolling stock,
- project construction activities (including construction, alteration, or repair [including dredging, excavating, and painting] of buildings, structures, or other real property).

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

1. PROJECT DESCRIPTION

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

Preventive maintenance reimbursed in this Agreement is for assets, such as vehicles and other vehicle related equipment used in the provision of public transportation services for the general public, seniors, or individuals with disabilities. This Agreement does not provide for maintenance on staff vehicles, vehicles used for business of Recipient, or maintenance vehicles.
For some activities, FTA completes the NEPA process during grant review, using the information in the grant application. Written NEPA concurrence from FTA is not required for these activities, which include but are not limited to:
- Preventative maintenance that involves NO physical changes and/or alterations.
- Purchase of equipment that is not part of a larger project and can be accommodated in existing building(s) or facility(-ies) with NO physical changes, alterations, or installation required.

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

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

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

2. PROJECT DELIVERABLES, TASKS and SCHEDULE

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

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

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

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

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

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

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

3. PROJECT ACCOUNTING and MATCHING FUNDING

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

4. REPORTING and INVOICING REQUIREMENTS

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

Vendor invoices must be attached and include the following:
- Be legible
- Match the amount requested for reimbursement
- Include a description of the service (hours, rate, quantity of service)
- Include the date(s) of the service
- Include the agency providing the service
- Subrecipients should not attach invoices that are not directly related to the expenses that are requested on the reimbursement request document.
- If multiple grants are used for the preventive maintenance spreadsheets or similar documents, it must clearly show how these funds are associated with the costs requested in each reimbursement request

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

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

Revised Exhibit B

FINANCIAL INFORMATION

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

This Agreement is financed by the funding source indicated below:

Federal Program	**Federal Funding Agency**	**CFDA Number**	**Total Federal Funding**
49 U.S.C. 5310	U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	**20.513 (5310)**	**$216,677.00**

Administered By
Public Transportation Office 355 Capitol St NE, MS43 Salem, OR 97301

Oregon Department of Transportation

PTD July-September 2027 Gap Funding Application

Applicant Information

Agency Legal Name

Tillamook County Transportation District

Agency Legal Address

3600 Third Street, Suite A Tillamook, OR 97141

Application Contact Position Title	Application Contact Name
General Manager	Brian Vitulli

Application Contact Email Address	Application Contact Phone
bvitulli@tillamookbus.com	(503) 842-3115

Person Signing Grant Agreement Name	Person Signing Grant Agreement Title
Brian Vitulli	General Manager

Official who has authority to indebt agency or company

FEIN (Federal Employer Identification Number)	UEID (Unique Entity Identification)
931235175	R2L7KBX6J286

Authorized Representative

First and Last Name	Title
Brian Vitulli	General Manager

Email Address	Phone Number
bvitulli@tillamookbus.com	(503) 842-3115

Which funding programs do you have active subgrant agreements for the 2025-27 biennium?

☑ 5310 STBG

☐ 5310 Small Urban

☐ 5311

5310 STBG Project Information

Agency Name	Grant Agreement Number	Gap Allocation Amount
Tillamook County Transportation District	35780	$24,075.00

Projects

Project Type	Total Project Cost	Grant Share	Match Amount
Preventive Maintenance	$26,830.00	$24,075.00	$2,755.00
	$26,830.00	**$24,075.00**	**$2,755.00**

Project Match

Match Source	Match Amount	Match Percentage	Match Status
Local	$2,755.00	100.00%	Secured

Is your agency including in-kind match in the application?
○ Yes ⊙ No

If your subgrant agreement for the 25-27 biennium has a different activity (not available for selection above) and you would like more funding in that activity, please contact PTD.

Supporting Documents

Examples of additional required supporting documents include but are not limited to:

- if your coordinated plan has been updated in the time since you submitted your 25-27 formula application, please attach it
- if you do not currently have Preventive Maintenance on your subgrant and are requesting it now, please attach a Preventive Maintenance Plan
- if you have changed vendors for your contracted service and are selecting that activity again, please attach your new sub-contract

Submitting Your Application

- Click the “Save” button to save your work. A link to the application will appear that you can copy for future reference. Or, you can enter your email address to have the link emailed to you.
- Attach any supporting documents using the “Upload” button or by dragging documents from your computer to the "drag files here" area.
- Electronically sign your application by using the pen icon. Type your name in the “Printed Name” section.
- Submit your application by using the “Submit Application” button.
- IF YOU DO NOT RECEIVE AN EMAIL RESPONSE, PLEASE CONTACT US IMMEDIATELY AT 503-986-3300 OR ODOTPTDREPORTING@ODOT.OREGON.GOV.

The person signing this form must have the legal authority to submit the application on behalf of the applicant.

By electronically signing and submitting this form, the agency representative certifies that the information

on the application is true and accurate to the best of their knowledge.

Signature

Printed Name

Brian Vitulli

☑ I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729–3730 and 3801–3812

Submission Date

2/26/2026

BEFORE THE BOARD OF DIRECTORS
OF THE
TILLAMOOK COUNTY TRANSPORTATION DISTRICT

Authorizing the General Manager	**)**	
to Execute a Special Procurement Award	**)**	
of a Professional Services Agreement	**)**	
with Madison Ave. Collective for NW	**)**	
Rides Website Design & Development	**)**	**RESOLUTION NO. 26-26**

WHEREAS, the Tillamook County Transportation District administers the operation of the NW Rides NEMT Brokerage as CareOregon's contracted Delegate for Non-Emergent Medical Transportation services in Clatsop, Columbia, and Tillamook Counties. NEMT services are provided to enrollees of the Oregon Health Plan in the three-county region; and

WHEREAS, the NW Rides NEMT Brokerage desires to create a robust NW Rides website that is functional, informative, and complementary to the current NWOTA website to be used as a public-facing promotional tool to enable individuals in the three-county service area to learn more about the transportation options provided; and

WHEREAS, the NW Rides website can be used as a public-facing promotional tool to enable individuals in the three-county NEMT service area to learn more about the transportation options and services provided; and

WHEREAS, in June 2026, the TCTD Board of Directors authorized the General Manager to execute a professional services agreement with Madison Avenue Collective (MAC) to redesign and develop the joint NWOTA website to better meet the needs of our internal stakeholders and our target audiences; and

WHEREAS, the District and the NW Rides NEMT Brokerage wishes to extend its relationship with Madison Ave. Collective to design and develop a complementary NW Rides website to better meet the needs of the NEMT program for the period November 1, 2026 through April 2027.

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

that the Board authorizes the TCTD General Manager to execute a professional services agreement not to exceed $50,000 with Madison Ave. Collective to design and develop the NW Rides website to better meet the needs of the District's NEMT program.

INTRODUCED AND ADOPTED this 28th day of October 2026.

ATTEST:

By: _____ By: _____

David McCall, Board Vice Chair Brian Vitulli, General Manager

REQUEST FOR CONTRACT-SPECIFIC SPECIAL PROCUREMENT

-FOR-

DESIGN, DEVELOPMENT AND MAINTENANCE OF A SEPARATE WEBSITE FOR NEMT BROKERAGE (NW RIDES)

ORS 279B.085 authorizes the Tillamook County Transportation District (TCTD) to approve a special procurement if the Board finds that a request to use a special procurement is unlikely to encourage favoritism in the awarding of public contracts or to substantially diminish competition for public contracts, and is either 1) reasonably expected to result in substantial cost savings to the contracting agency or to the public, or 2) otherwise substantially promotes the public interest in a manner that could not practicably be realized by complying with requirements that are applicable under ORS 279B. OAR 137-047-0285 authorizes TCTD to approve a special procurement under ORS 279B.085. As set forth below, TCTD is hereby requested to approve a direct award to Collective Good Creative, Inc (dba Madison Ave. Collective), TCTD's current web services contractor, as such award will not encourage favoritism, will result in substantial costs savings, and promotes the public's interest.

1. Title of Procurement

Direct Appointment of Collective Good Creative, Inc (dba Madison Ave. Collective) for Website Design, Development and Maintenance Services for design, development and maintenance of a separate website for Tillamook County Transit District's NEMT Brokerage (NW Rides) website.

2. Background

The Tillamook County Transportation District (TCTD), which operates local services such as The Wave, manages the NW Rides program, a non-emergency medical transportation (NEMT) brokerage. This brokerage arranges rides for eligible members of the Columbia Pacific CCO (CPCCO) traveling to and from Oregon Health Authority (OHA) covered medical appointments. NW Rides coordinates services across Clatsop County, Columbia County, and Tillamook County, working closely with regional transit providers like the NW Connector network.

The program offers three primary travel options tailored to individual patient needs rather than a one-size-fits-all model:

- Public Transit: Riders can use local buses, commuter lines, or receive transit passes (single-ride, day, or monthly) valid across NW Connector transit agencies.
- Mileage Reimbursement: Patients or designated family members/friends driving private vehicles are paid a per-mile rate, with occasional stipends for meals or overnight lodging if travel extends outside the local service area.
- Vehicle-Provided & Specialized Rides: The brokerage schedules shared or private vehicles, including wheelchair-accessible and specialized vehicles equipped for power chairs and other mobility devices.

TCTD has entered an agreement with CareOregon, where it will provide payments to TCTD for purposes of improving NEMT capacity, quality, and service delivery for its members. Eligible activities under this agreement include direct network investments; incentives for NEMT providers to adopt new tools and technology; and investments addressing quality assurance and improved member experience. In order to meet these objective, TCTD seeks to retain a contractor to design, develop and maintain a separate website for Tillamook County Transit District's NEMT Brokerage (NW Rides) website.

3. Description of the Subject Matter (Goods or Services)

TCTD requires specialized website design and development services for the design and development, along with maintenance, of a separate website for Tillamook County Transit District's NEMT Brokerage (NW Rides) website. These services potentially include:

A. Project Overview

Madison Ave. Collective (MAC) will plan, design, develop, and support a new standalone website dedicated to Non Emergency Medical Transportation (NEMT) services for TCTD. The site will be built on WordPress CMS, using a custom theme, modern UX/UI, and accessible, user centered design principles.

B. Phase 1 — Discovery

MAC will conduct research to understand NEMT rider needs, operational requirements, and District goals. Activities include:

Website Analytics Audit - MAC will review existing NEMT related web analytics (if available) to understand user behavior, navigation patterns, and information needs.

NEMT Planning Workshop - A 2 hour collaborative workshop to:

- Identify NEMT audiences (patients, caregivers, medical providers, transit staff).
- Define key tasks (trip booking, eligibility info, service area lookup, contact options).
- Draft initial information architecture.
- Identify content gaps and functional needs (trip request forms, eligibility verification, service alerts, etc.).

Findings & Recommendations Report - MAC will synthesize all discovery findings into a strategic recommendations document guiding design and development.

C. Phase 2 — Website Planning & UX/UI Design

Information Architecture (IA) - MAC will design a clear, intuitive IA tailored to NEMT riders and medical partners, including:

- Eligibility & enrollment
- Trip scheduling
- Service area maps
- Rider resources
- Provider resources
- Policies & compliance

Functional & Technical Specifications - MAC will document all required functionality, including:

- Online trip request forms
- Secure document upload
- Integration with district scheduling or dispatch systems
- ADA/WCAG 2.2 AA compliance
- Multilingual support

Content Strategy - MAC will identify content needs for each page, including SEO optimized copy, photos, videos, and metadata.

UX/UI Design (Mobile & Desktop) -MAC will design up to 8 custom page templates using high fidelity wireframes and full color UI designs aligned with district branding.

Deliverables include:

- Figma prototypes
- Visual style guide
- Custom iconography and graphics

D. Phase 3 — Website Development, Content Migration & QA

Custom WordPress Development - MAC will build a secure, responsive, accessible WordPress site with:

- Custom theme
- Reusable content blocks
- Role based permissions

- Integration with NEMT systems (dispatch, eligibility, forms)

Content Migration - MAC will migrate existing NEMT content, including:

- PDFs
- Rider guides
- Policies
- Top priority HTML pages

Quality Assurance (QA) - MAC will conduct a 120 point QA review covering:

- Functionality
- Layout consistency
- Forms
- Integrations
- Mobile responsiveness
- Accessibility (WCAG 2.2 AA)

E. Phase 4 — Training, Launch & Support

Client Training - MAC will provide documentation and up to 2 hours of virtual training for district staff.

Public Launch - MAC will deploy the site to the host server and configure DNS.

Post Launch Support (60 Days) -MAC will fix any issues discovered within 60 days post launch.

F. Ongoing Maintenance & Enhancements

MAC will provide ongoing support through a Creative Services Retainer, including:

- Additional content migration
- Feature enhancements
- System integrations
- Marketing support

4. Proposed Procurement Method

A contract-specific special procurement under ORS 279B.085, resulting in a direct award to Collective Good Creative, Inc (dba Madison Ave. Collective) without conducting a traditional competitive solicitation.

5. Statutory Findings & Justification

Finding A: The special procurement is unlikely to encourage favoritism or substantially diminish competition.

• Pre-existing Competitive Selection: Collective Good Creative, Inc (dba Madison Ave. Collective) was originally selected through a required competitive procurement process to design, develop and maintain the core TCTD system architecture. The marketplace was afforded the required competition during that initial award.

• Unique Proprietary Insight: The proposed website is not a standalone product; it depends strictly on deep integration with TCTD existing system architecture which is already being managed by the contractor. No other vendor can access or safely manipulate these backend layers without an intensive onboarding process. Directly awarding this contract avoids arbitrary favoritism, as it is based entirely on objective technological continuity across systems that must work together as an integrated whole.

• Bounded Scope: This request is restricted entirely to this single, specific contract and does not establish a blanket exemption for future IT operations. This promotes and preserves competition in the future.

Finding B: The special procurement will result in substantial cost savings to the contracting agency or the public, or otherwise substantially promotes the public interest.

A. Demonstrable Cost Savings

- Continuity and institutional knowledge - The existing developer already understands the District's website architecture, content structure, hosting environment, accessibility requirements, integrations, and prior development decisions. This reduces the time and cost required for a new vendor to become familiar with the system. This results in cost savings for the District.
- Reduced transition costs and disruption - A new website developer would need to spend time reviewing the existing website, documenting the platform, identifying dependencies, and learning the District's processes. Retaining the incumbent contractor will allow work to begin immediately and reduce transition-related costs. This results in cost savings for the District.
- Cost-effectiveness - Avoiding duplicate discovery, system familiarization, migration, and onboarding work will provide better value to the District. This results in cost savings for the District.

- Limited internal staffing capacity – As a small rural transportation district, TCTD does not have dedicated web services or communications staff capable of managing a vendor transition or overseeing a complex website migration. Using a developer already familiar with the system reduces the administrative burden on District staff. This results in cost savings for the District.
- Protection of existing investments - The District has already invested in the current website's design, development, content structure, functionality, and integrations. Continuing with the website developer who built and maintains the current system will preserve that investment and avoid unnecessary redevelopment. This results in cost savings for the District.
- Faster implementation - Because the contractor already understands the existing environment, relatively routine modifications, improvements, security updates, accessibility work, and maintenance can generally be initiated more quickly. This results in cost savings for the District.
- Elimination of Single-Point Failure Risks: Splitting the core website environment across two separate vendors creates high risks of integration errors, system finger-pointing, and downtime during deployment. The agency would incur steep troubleshooting costs to pay both vendors to resolve compatibility conflicts. By consolidating these functions in a single source, the risks are minimized and the District avoids the costs associated with resolving the risks. This results in cost savings for the District.

B. Promotion of the Public Interest

- Expedited delivery timeline: Leveraging the contractor's existing knowledge allows the agency to launch the new website on an timeline. The public gets the benefit of an improved website sooner. A full Request for Proposals (RFP) process would delay implementation by months, directly stalling critical public access to the improved website for NEMT services.
- There will be better compatibility with the District's existing website – https://nwconnector.org/ / https://tillamookbus.com , which have also been enhanced, updated, and maintained by MAC, by having a single contractor responsible for both.
- The public will benefit from consistent branding, style, format. The public will be more easily able to navigate across the various websites.
- Lower risk of service interruption – For a small transit agency, website availability is important to our customers and clients for providing key information that can make their understanding and usage of our system a better experience. Continuity with the existing developer can reduce the risk associated with transferring responsibility and provide overall better service to the public.
- Established performance record – The District has actual experience with the vendor's responsiveness, quality, reliability, communication, and ability to meet requirements. This provides a stronger basis for evaluating performance than relying solely on proposals

from unfamiliar vendors. Having a demonstratable competent contractor in charge of all the websites benefits the public by providing reliable service for all the websites.

- Protection of existing investments – The District has already invested in the current website's design, development, content structure, functionality, and integrations. Continuing with the developer who built and maintains the system can preserve that investment and avoid unnecessary redevelopment or having unnecessary conflicts built into the system.
- Faster implementation – Because the vendor already understands the existing environment, relatively routine modifications, improvements, security updates, accessibility work, and maintenance can generally be initiated more quickly across multiple websites.
- Consistent data security – Maintaining a single, accountable vendor minimizes security vulnerabilities by ensuring consistent firewall, encryption, and compliance protocols across all platforms, thereby promoting safeguarding public data.

6. Conclusion

Based upon the above, the TCTD Board is requested to approve a contract-specific special procurement under ORS 279B.085, resulting in a direct award to Collective Good Creative, Inc (dba Madison Ave. Collective) without conducting a traditional competitive solicitation, for Website Design, Development and Maintenance Services for development and maintenance of a separate website for Tillamook County Transit District's NEMT Brokerage (NW Rides) website, as the special procurement is unlikely to encourage favoritism or to substantially diminish competition, and is reasonably expected to result in substantial cost savings, substantially promotes the public interest.

Madison Ave. Collective

Proposal

Website Design & Development

NWRides

October 22, 2026

Primary Contact

Logan Hoffman
Director of Strategy & Growth

logan@madcollective.com
541.971.4113 x711

Secondary Contact

Jeff Jimerson
Founder & CEO

jeff@madcollective.com
541.971.4113 x701

Creative Partner *for* Public Good™

Introduction

Thank you for inviting Madison Ave. Collective (MAC) to provide you with this proposal for the planning, design, and development of a new website for NWRides using WordPress CMS.

Deliverables and timelines for each phase are outlined in detail in the tasks and process plan that follows.

About Madison Ave. Collective

For more than 18 years, Madison Ave. Collective (MAC) has been helping community-focused organizations and institutions overcome complex challenges with inclusive and strategic branding and digital solutions. Clients including community colleges, government agencies, and community organizations work with us to ensure their communication is clear and distinct, and their digital tools are user-focused, accessible, and intuitive so they can achieve broad and long-lasting impact.

Whether you're rallying your organization around a brand refresh, building a new website, or starting from scratch with your marketing efforts, we can offer expert guidance and end-to-end solutions to connect you to the communities you serve.

Our comprehensive and award-winning work has been recognized with **top national awards** from Webby (the Internet's highest prize), W3, Graphic Design USA, the National Council for Marketing & Public Relations, and more.

Work Plan

Our work will break down in the following phases and include the following tasks and deliverables.

PHASE 1: Discovery

Discovery is a critical part of our process that allows us to gain a comprehensive understanding of the project, your objectives, and the needs of both your internal stakeholders and your target audiences. This research allows us to make strategic and tailored recommendations as we move into later phases of work. During the Discovery phase, MAC will complete a series of research activities that will help us create tailored and strategic recommendations for NWRides to guide website planning, design, and development.

Document and Research Review

MAC understands that NWRides has clear content and functional needs for the new website that have already been identified. MAC will start our work by reviewing internal documentation and consolidated content regarding this project including (but not limited to) example websites from similar organizations, background documents, current brand materials, research, and content to get a comprehensive understanding of our starting point. Based on the information gained in that review we'll shape further activities including stakeholder engagement and workshopping.

Website Planning Workshop

We'll then run a 2-hour workshop with the client to complete the following tasks:

- Identify your target audiences, their communication needs, and the tasks you want them to complete when engaging with the website.
- Build a draft information architecture for the website organizing all of your pages and content into logical user pathways that meet your audience needs and desired tasks.
- Identify any content needed for the new website, and identify the path/approach for developing that content.
- Identify any functional needs for the new site (i.e. document archives, event calendars, etc) and current technical systems NWRides is using to determine method(s) for integration.

Findings & Recommendations

MAC will create a Findings & Recommendations Report for NWRides that consolidates the findings from all activities and synthesizes them into actionable recommendations to be carried forward into later phases of the project.

Note: Phase 1 deliverables will be subject to one (1) round of review and revision.

PHASE 2: Website Planning and UX/UI Design

Our Website Planning & Design phase is informed by the activities from our Discovery phase and further collaborative discussions with the NWRides project team. The purpose of this phase is to think strategically about the user tasks, content, click paths, and design choices to plan the new information architecture, wireframes, and ultimately the interface visual design of the new website.

Website Information Architecture (IA)

Using our Discovery research, and working with your team, we will develop an efficient and user-intuitive website architecture and navigational structure for the new website outlining the page organization and streamlining user pathways to the most important information for each audience. This is critical in meeting your desire for a website that is easy to navigate, and organized and structured to best highlight NWRides' resources and support for target audiences, with “one click” experiences where possible. The IA will specify all page and section names and define taxonomies used to categorize content up to 50 total HTML pages.

Functional and Technical Specifications Documentation

Using our Discovery research, and working with your team, we will develop detailed functional and technical specification documentation that plans out all of the functionality that needs to exist in the new site, as well as the technical solutions, including custom code and third-party integrations, that will be used to accomplish this needed functionality. We’ll also determine the detailed technical stack (hardware and software) necessary to deploy the new website securely while optimizing performance and uptime. This documentation serves as a detailed roadmap for the development team throughout the project.

Content Strategy

Using the new website architecture, and working with your team, we will begin identifying content needs for each page in the new site, while also considering implementation of SEO best practices through this content. This process will likely reveal gaps where new or updated content is needed before migration to the new website. This includes written copy, photos, video, as well as meta page descriptions. Our content strategy will specify critical SEO details such as page names and headers, and URL paths for up to 50 total HTML pages, while also serving as a detailed roadmap to guide our work in migrating content to the new website.

UX/UI Design for Mobile & Desktop

With approval of the website architecture, content strategy, and home page design, we will design up to 8 custom page templates to plan the visual layout and user interface (UI) for the site at various responsive breakpoints (desktop, tablet, mobile). We'll start this process with an internal round of high-fidelity wireframes (i.e. black and white design files focused

on page layouts for usability) before refining these files through color, font, and style elements from the NWRides brand to layout the full visual design of the user interface (UI) that we will then share with your NWRides team for feedback. This will include the design of custom graphic elements needed to enhance or augment web page presentation (icons, bullets, and other graphic images).

This approach allows us to create a modern and responsive look-and-feel that encourages user interaction, while also planning for multiple page layouts and rich media content including images and videos. At each review these files will be shared with NWRides in a clickable prototype using Figma for both desktop and mobile screen sizes, as well as a website style guide to ensure a consistent look-and- feel across the site. The Figma prototype will utilize static screens with clickable hotspots to simulate an interactive experience. We will also use this work to develop a Visual Website Style Guide to assist the technical team in the development of the site.

Note: Phase 2 deliverables will be subject to two (2) total rounds of review and revision.

PHASE 3: Website Development, Content Migration, and QA Testing

Using all Discovery and Website Planning & Design documentation, our team will use the following process to develop the new custom WordPress theme and back-end functionality for content migration on a private, password protected development server, as well as final testing and revision, and client training prior to publicly launching the new website.

Full Site (Front and Back-End) Development

We will implement the latest version of WordPress as the CMS and build a custom theme that integrates the visual designs and content structure defined in previous phases. Custom templates, content blocks, and reusable components will be developed to support flexibility, ease of use, and consistency across the site. The CMS will be configured with role-based permissions and approval workflows to support content governance and distributed content editing.

All pages outlined in the approved site architecture will be created using the new theme, ensuring full mobile responsiveness and adherence to accessibility standards. Custom functionality will be developed as needed and integrated seamlessly within the WordPress environment.

We will also implement required technical integrations with NWRides systems, as identified in earlier project phases and documented in the technical requirements. These may include integrations with a provider portal, authentication systems, forms, data feeds, or other systems.

Content Migration

MAC will automate the migration of all PDFs and media content to the new site. MAC will then manually migrate content to the top 50 HTML pages. If more than 50 HTML pages require content migration, the NWRides team will be responsible for the remainder of this migration.

Quality Assurance (QA) Testing & Remediation

MAC's comprehensive quality assurance (QA) process includes our **120-point QA review** covering functionality, layout consistency, form behavior, system integrations, and mobile responsiveness, and more. We use BrowserStack to test compatibility across modern browsers and devices, and the WAVE tool to evaluate WCAG 2.2 AA accessibility compliance. Identified issues will be resolved in accordance with the approved functional and design specifications. In parallel, we'll optimize site performance by reviewing load times, file compression, asset caching, and overall page speed. Security testing will assess key vulnerabilities to ensure the site is protected from common threats, with remediation completed prior to launch.

Note: Phase 3 deliverables will be subject to one (1) total round of review and revision.

PHASE 4: Training, Launch, and Post-Launch Support

Once the website is built and tested, we'll provide training and support to your team before launching the site live.

Client Training (Knowledge Transfer & Documentation)

MAC will create user documentation for primary aspects and functionality of the website sufficient for NWRides staff to update website content as needed. Additionally, we will provide up to 2 hours (over multiple days) of virtual training to NWRides staff prior to launch and up to six months post-launch. These training hours can be utilized as desired with options available as group training sessions and 1-on-1.

Public Launch Of The Website & Hosting

Following testing, revision, content migration, and client training, we'll launch the website publicly to the host server and direct your DNS appropriately.

Post-Launch Support Promise

As a guarantee on the quality of work we provide, the MAC team will be available for 90 days post-launch to fix any issues discovered in the functionality of the site as scoped for this project. While this is rarely needed due to our extensive QA process, MAC backs all of our development work with this promise.

Schedule

MAC anticipates the following schedule for full completion of the work discussed to date between MAC and NWRides. Assuming a November 1, 2027 start date to the work, MAC can launch your new website in April 2027 in line with the start of your busiest seasons of the year.

	Weeks
Phase 1: Discovery	4
Phase 2: Website Planning and UX/UI Design	8
Phase 3: Website Development, Content Migration, and QA Testing	12
Phase 4: Training, Launch, and Post-Launch Support	2

Meeting this timeline will require active engagement by the NWRides project team and other stakeholders throughout the process. While MAC will work in good faith to absorb minimal project delays into the overall project schedule, please note that delays caused by NWRides in contracting, providing access to necessary materials or people for research, or delays in providing feedback at all review stages may cause this project to go off schedule in ways that cannot be absorbed into this project timeline. Your active participation will be needed to stay on schedule.

Cost Proposal

MAC is issuing this proposal as a fixed cost project bid based on the outlined deliverables and rounds of review and revision proposed. Adding deliverables or review rounds, if requested, may be subject to additional costs billed at a standard rate of $200/hour.

All prices will remain firm for 60 days from the submittal date of the proposal. If selected, prices will remain valid for the duration of the Contract term.

If a further cost breakdown by deliverable is desired, please let us know and we can provide an itemized cost proposal.

Service Description	Cost
Phase 1: Discovery	$3,500
Phase 2: Website Planning and UX/UI Design	$16,000
Phase 3: Website Development, Content Migration, and QA Testing	$28,000
Phase 4: Training, Launch, and Post-Launch Support	$2,500

Total	**$50,000**

Terms and Conditions

General Terms: This proposal covers services as described only, and includes estimates of time and costs based on all information available prior to project start. Outside costs such as equipment rental and artwork licenses, if any, will be estimated separately. If any work is anticipated to exceed estimated costs as outlined in this proposal, Madison Ave. Collective (MAC) will obtain Client approval before proceeding with the work; alternatively, Client may decide not to include said work.

Payment: Total cost for this agreement is $50,000. MAC will invoice at the completion of each phase of work based on our cost proposal. Additional hours are billed at our standard rate ($200/hour). Invoices are due upon receipt. Late accounts could cause project work to be discontinued until the account is brought current. This estimate is valid for up to 60 days. Any additional Client-requested work outside the scope of this proposal would be billed additionally on a time-and-materials basis at standard hourly rates.

Intellectual Property: All products relating to work performed by us under this engagement will remain our property until payment for services is received in full. Upon receipt of payment in full, all rights to final deliverables will be automatically transferred to the Client without the necessity of further action. Working files and creative concepts not accepted or purchased will remain our property. MAC reserves the right to use work samples in online and print portfolios. The Client must be the copyright holder for all materials supplied to MAC, or have permission to use the materials from the copyright holder. MAC is not responsible for any copyright violations. The Client shall indemnify the designer against all claims and expenses, including reasonable attorney's fees, due to uses for which no release was requested in writing or for the uses that exceed authority granted by release.

Termination: This agreement can be terminated by either party before the conclusion of the contract year with 30 days prior notification.In the event of cancellation of this order, MAC will charge for work already completed and for any extraneous expenses that have accumulated up to the cancellation date.

Limitation of Liability and Dispute Resolution*:* Client agrees that it shall not hold the MAC or its agents or employees liable for any incidental or consequential damages that arise from the Client's failure to perform any aspect of the project in a timely manner, or that result from causes reasonably beyond the control of the MAC or its agents or employees. In no event shall the MAC be liable for indirect, incidental, or consequential damages, including, without limitation, loss of profits or interruption of business. Any disputes arising out of this agreement shall be submitted before a mutually agreed-upon arbitrator pursuant to the rules of the American Arbitration Association.

Agreement and Next Steps

This agreement, along with attached documents (if any), is the complete understanding between the parties regarding the subject matter. Any changes must be agreed upon, in writing, by both parties. Your acceptance of this proposal authorizes MAC to proceed with the scope of work as described above.

Next Steps

1. **Accept this proposal** by signing below.

2. **After you've accepted this proposal and initial invoice for the project deposit (if required) will be sent to you via email.** You can make payment with either a check, ACH, or a credit card.

3. **A MAC project manager will reach out to you** to start getting your project scheduled.

Signatures

Madison Ave. Collective

Signature **Date**

Printed Name, Title

NWRides / TCTD

Signature **Date**

Printed Name, Title

Madison Ave.
Collective

Creative Partner
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madcollective.com

BEFORE THE BOARD OF DIRECTORS
OF THE
TILLAMOOK COUNTY TRANSPORTATION DISTRICT

Authorizing the General Manager	**)**	
to Execute a Professional Services	**)**	
Agreement with Madison Ave. Collective	**)**	
for NW Rides Website Management	**)**	**RESOLUTION NO. 26-27**

WHEREAS, the Tillamook County Transportation District administers the operation of the NW Rides NEMT Brokerage as CareOregon's contracted Delegate for Non-Emergent Medical Transportation services in Clatsop, Columbia, and Tillamook Counties. NEMT services are provided to enrollees of the Oregon Health Plan in the three-county region; and

WHEREAS, the NW Rides NEMT Brokerage desires to create a robust NW Rides website that is functional, informative, and complementary to the current NWOTA website to be used as a public-facing promotional tool to enable individuals in the three-county service area to learn more about the transportation options provided; and

WHEREAS, currently, Madison Avenue Collective (MAC) provides website hosting, maintenance, and support services for the NWOTA website; and

WHEREAS, the District and NW Rides NEMT Brokerage wishes to continue the relationship with Madison Ave. Collective, to provide routine monitoring, software updates, technical support, and monthly reporting (updates and analytics) for the NW Rides website on a year-to-year basis beginning on or around January 1, 2027 or when the new NW Rides website goes live.

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

that the Board authorizes the TCTD General Manager to execute a professional services agreement not to exceed $6,000 with Madison Ave. Collective to provide routine monitoring, software updates, technical support, and monthly reporting for the NW Rides website.

INTRODUCED AND ADOPTED this 28th day of October 2026.

ATTEST:

By: _____ By: _____

David McCall, Board Vice Chair Brian Vitulli, General Manager

Madison Ave. Collective

Terms of Service

2027 Annual Website Hosting, Maintenance, and Support Plan

NWRides

FOR REFERENCE ONLY

Primary Contact

Lars Faye
Technical Director

support@madcollective.com
541.971.4113

Secondary Contact

Logan Hoffman
VP of Strategy & Growth

logan@madcollective.com
541.971.4113 x711

Creative Partner *for* Public Good™

Introduction

Thank you for inviting Madison Ave. Collective (MAC) to provide you with this website hosting, maintenance, and support plan for the **NWRides.org** website. This hosting, maintenance, and support contract will provide you with hosting, routine monitoring, software updates, and technical support as well as monthly website reporting (updates and analytics) for 12 months following the contract start date. This proposal describes the services, terms, and cost of the maintenance and support plan.

About Madison Ave. Collective

For more than 18 years, Madison Ave. Collective (MAC) has been helping community-focused organizations and institutions overcome complex challenges with inclusive and strategic branding and digital solutions. Clients including community colleges, government agencies, and community organizations work with us to ensure their communication is clear and distinct, and their digital tools are user-focused, accessible, and intuitive so they can achieve broad and long-lasting impact.

Whether you're rallying your organization around a brand refresh, building a new website, or starting from scratch with your marketing efforts, we can offer expert guidance and end-to-end solutions to connect you to the communities you serve.

Our comprehensive and award-winning work has been recognized with **top national awards** from Webby (the Internet's highest prize), W3, Graphic Design USA, the National Council for Marketing & Public Relations, and more.

Scope of Work

Our **2027 Website Hosting, Maintenance, & Support Plan** includes the following managed services:

Hosting for the website on a 3rd party cloud hosting service

- Includes up to 1 GB RAM, 25GB NVMe Storage, and unlimited traffic.
- Includes SSL Certificate for website security.
- Automated server-level notifications of any downtime issues with the website.
- Communication with hosting service, when necessary, to troubleshoot server configuration, security, and downtime issues.

Ongoing automated and manual monitoring of your website

- Updating core code (WordPress) and plugin as needed
- Management of the SSL certificate within the hosting server environment
- Applying WordPress and plugin security patches
- Maintaining routine site backups (daily, weekly, monthly)
- Troubleshooting of malfunctioning core functionality
- Updating PHP versions and associated code as necessary
- Updating database versions and associated code as needed
- Licensing for plugins as outlined in this statement of work

Please Note: All technical updates made to the site will be tested on a dedicated staging server to ensure proper functionality prior to being installed on the live site.

Regular Reporting

- Monthly maintenance and analytics report (PDF) outlining the updates made to the website as well as user analytics via Google Analytics (GA4) from the last month.

Security and Uptime

At the server level, MAC will ensure the selected hosting provider follows all industry best practices in server and website security. This will include 24/7 technical support from the host to all accounts, allows for the integration of 3rd-party SSL certification, and leverage additional technologies and approaches to make sure their servers and your website are secure at all times.

At the website level, MAC will implement and maintain a comprehensive set of proactive security measures to ensure that the website remains secure and performing optimally. From a security perspective, MAC will take the following steps to ensure that the site does

not become compromised:

- All passwords will be salted and hashed (obscured) before being stored in the database, to protect against brute force attacks.
- All forms processed on-site will feature anti-spam (ReCaptcha and/or Honeypot) technology when reasonable.
- The website will be secured with SSL/TLS to encrypt transmitted data and ensure data integrity.
- MAC will install and configure a security plugin (WordFence) to provide security enhancements, including an application-level firewall, changing the default WordPress login URL, and blocking bots after multiple failed login attempts.
- The website will send proper security headers to protect against attacks including XSS (Cross-Site Scripting) and clickjacking. This will also enforce HTTPS.

On-Call Support & Development Services

In order to provide you the level of service required while also establishing a flexible contract that allows us to address issues/concerns as we work to continual improvement of the website, MAC will provide **18 hours of On-Call Support & Development Services** over the annual length of the contract. These hours can be used for any of the following:

- Additional training, client support, or consultation
- Website changes and improvements (design, development, content) which can be accomplished in the allotted time
- Additional auditing and remediation services (SEO, WCAG compliance, etc.)

Dedicated Point of Contact

We'll assign you with a dedicated point of contact for any problems or questions that come up. Emergency situations, such as website down or pages displaying improperly, will get our priority attention.

Unless specifically itemized, please note that this contract does not include the cost of licensing for any plugins or third party integrations being utilized on your site. These costs will be charged as separate line items in your final invoice for the maintenance agreement.

Service Level Agreement

We do not have a 24x7 staff, but we make every effort to respond promptly to requests. We typically respond to emergencies within 2–8 hours (weekdays) or 12–24 hours (weekends). You can expect a response to all non-emergency communications within two business days. Minor updates are typically completed within 2–5 business days; larger projects must be scheduled.

Please ask for an additional quote if you need swifter or guaranteed response times.

Terms of Service

This agreement will become effective on January 1, 202**7**. The agreement will automatically be renewed on a year-to-year annual basis. As a reminder of this renewal MAC will notify the client approximately 30 days in advance of this renewal. The client will have the option of declining this renewal at any time before this renewal date with no additional service charges or fees.

Annual service agreements are billed in advance. Additional hours beyond the allotted **18 hours** of additional support & creative services, if requested, are billed at our standard hourly rate. At any time you may ask how many of the "additional support & services" hours allotted for the contract have been used.

Terms and Conditions

General Terms:This proposal covers services as described only, and includes estimates of time and costs based on all information available prior to project start. Outside costs such as equipment rental and artwork licenses, if any, will be estimated separately. If any work is anticipated to exceed estimated costs as outlined in this proposal, Madison Ave. Collective (MAC) will obtain Client approval before proceeding with the work; alternatively, Client may decide not to include said work. Project status and approval meetings will be scheduled weekly or on an "as-needed" basis throughout the project.

Payment: Annual service agreements are billed in advance. MAC will bill $6,000 plus licensing costs for any plugins or third party integrations being utilized on your site on or before January 1, 2027. Additional hours are billed at our standard rate ($200/hour). Late accounts could cause project work to be discontinued until the account is brought current. This estimate is valid for up to 60 days. Any additional Client-requested work outside the scope of this proposal would be billed additionally on a time-and-materials basis at standard hourly rates.

Intellectual Property: All products relating to work performed by us under this engagement will remain our property until payment for services is received in full. Upon receipt of payment in full, all rights to final deliverables will be automatically transferred to the Client without the necessity of further action. Working files and creative concepts not accepted or purchased will remain our property. MAC reserves the right to use work samples in online and print portfolios. The Client must be the copyright holder for all materials supplied to MAC, or have permission to use the materials from the copyright holder. MAC is not responsible for any copyright violations. The Client shall indemnify the designer against all claims and expenses, including reasonable attorney's fees, due to uses for which no release was requested in writing or for the uses that exceed authority granted by release.

Termination: This agreement can be terminated by either party at the conclusion of the contract year with prior notification. In the event of cancellation of this order, MAC will charge for work already completed and for any extraneous expenses that have accumulated up to the cancellation date.

Limitation of Liability and Dispute Resolution*:* Client agrees that it shall not hold the MAC or its agents or employees liable for any incidental or consequential damages that arise from the Client's failure to perform any aspect of the project in a timely manner, or that result from causes reasonably beyond the control of the MAC or its agents or employees. In no event shall the MAC be liable for indirect, incidental, or consequential damages, including, without limitation, loss of profits or interruption of business. Any disputes arising out of this agreement shall be submitted before a mutually agreed-upon arbitrator pursuant to the rules of the American Arbitration Association.

Madison Ave.
Collective

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BEFORE THE BOARD OF DIRECTORS
OF THE
TILLAMOOK COUNTY TRANSPORTATION DISTRICT

AUTHORIZING THE GENERAL	**)**	
MANAGER TO SUBMIT FY 2027-2029	**)**	
FTA SECTION 5304 PLANNING AND	**)**	
RESEARCH GRANT PROGRAM	**)**	
APPLICATIONS	**)**	**RESOLUTION NO. 26-28**

WHEREAS, the U. S. Department of Transportation is authorized to make grants to states through the Federal Transit Administration to support planning and research assistance projects for public transportation systems under Section 5304; and

WHEREAS, the Oregon Department of Transportation (ODOT) has been designated by the Governor of the State of Oregon to administer Section 5304 grants for Planning and Research projects; and

WHEREAS, Tillamook County Transportation District (TCTD) desires to apply for Section 5304 Planning and Research financial assistance to develop:

- Comprehensive Organizational Succession Plan - $60,000
- Alternative Transit Service Models Analysis - $85,000
- Comprehensive Fare Study - $85,000; and

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

the Board authorizes the General Manager to file and execute grant applications on behalf of Tillamook County Transportation District with the Oregon Department of Transportation to aid in funding planning and research projects pursuant to Section 5304, as amended, in the amount of $230,000.

INTRODUCED AND ADOPTED this 28th day of October 2026.

ATTEST:

By: _____ By: _____
David McCall, Board Vice Chair Brian Vitulli, General Manager

TILLAMOOK COUNTY Transportation District

TO: Board of Directors
FROM: Brian Vitulli, General Manager
DATE: October 28, 2026
SUBJECT: Information Technology Support Services

BACKGROUND / DETAILS
Reliable IT support is essential to the District's daily operations, financial management, communications, cybersecurity, and delivery of public transportation services. The District needs a provider that responds promptly, resolves problems effectively, communicates clearly, and accepts accountability for maintaining critical technology systems.

Need for Immediate Action. The District cannot afford to continue relying on an IT services arrangement that does not consistently meet its operational needs. A nonresponsive provider exposes the District to avoidable risks, including prolonged technology outages, delayed problem resolution, cybersecurity vulnerabilities, disruptions to staff productivity, and interruptions to essential business functions.

These risks extend beyond inconvenience. Technology failures can affect employee communications, access to operational information, financial and administrative systems, and the District's ability to serve the public effectively. Delayed support can also increase the cost of resolving problems, compound operational disruptions, and leave staff without the technical assistance necessary to perform their responsibilities.

Selecting a qualified, responsive provider will strengthen the District's technology environment, reduce avoidable operational risks, improve staff support, and provide greater confidence that technology issues will be addressed in a timely and professional manner.

Preferred Provider and Expected Benefits. Based on the performance of our current provider and discussion with other IT providers, staff recommends iFocus Consulting, Inc. as the provider best positioned to meet the District's IT support needs. The preferred provider's responsiveness, technical expertise, communication style, and professional references, indicate that they are best equipped to support the District and offer substantial overall value.

PROCUREMENT PROCESS
The District sought scopes of services and quotes from three IT service providers to identify the preferred vendor for the District.

CONCLUSION / RECOMMENDATION
The District's technology needs require dependable professional support, not recurring uncertainty about whether problems will be addressed. Continuing with a nonresponsive provider exposes the District to unnecessary operational, financial, and security risks and places an avoidable burden on staff.

I recommend moving forward with iFocus Consulting, Inc. as the District's IT services provider and authorize the General Manager to execute a professional services agreement. This decision is an investment in operational reliability, risk reduction, staff effectiveness, and the District's ability to fulfill its public-service responsibilities.

ATTACHMENTS
1. iFocus Consulting, Inc. – Managed IT Services Proposal

Managed IT Services Proposal

Prepared for:
Tillamook County Transportation District

Prepared by:
Nathan Philips
503-338-7443 x8224
nathan@ifocus.us

https://www.ifocus.us
Astoria, Oregon

Introduction

iFocus Consulting, Inc. is pleased to submit this proposal to provide ongoing Managed IT Services for the Tillamook County Transportation District (TCTD). The purpose of this proposal is to outline the scope of managed services to be provided, describe how those services will support operations, and present the associated monthly pricing.

Our managed services approach is designed to provide reliable day-to-day technology support, improve operational stability, and reduce technology-related risk, while allowing TCTD staff to remain focused on their primary responsibilities.

About iFocus Consulting

iFocus Consulting, Inc. is an Oregon-based technology consulting firm headquartered in Astoria, Oregon. Founded in 1999, iFocus has over two decades of experience providing technology services to local governments, special districts, and public agencies.

iFocus specializes in supporting small and mid-sized government organizations, including ports, cities, public safety entities, and other municipal departments. Our services are designed specifically for public sector environments, where reliability, transparency, security, and budget predictability are critical. We understand the operational constraints faced by local governments, including limited internal IT staff, compliance requirements, and the need for systems that support essential public services.

Our team provides managed IT services, network and infrastructure support, cloud productivity and collaboration administration, and cybersecurity-focused operational support. iFocus emphasizes long-term partnerships, responsive support, and practical solutions that align with each organization's size, mission, and regulatory obligations.

Government-Focused Cloud and Security Approach

iFocus Consulting is a Microsoft Partner and Cloud Solution Provider supporting both commercial and government cloud environments. We provide administration and operational support for cloud-based productivity, identity, and collaboration platforms used by public sector organizations.

Our services are delivered with security and risk management in mind and are aligned with widely recognized government and industry best practices, including NIST Special Publication 800-53. While iFocus does not certify compliance, we assist organizations in implementing and operating secure configurations that support regulatory and policy objectives.

As part of our managed services approach, iFocus recommends and supports modern security practices designed to reduce phishing and account compromise risk, including phishing-resistant authentication methods, hardware-based security tokens, and secure identity controls where supported by licensing and platform capability.

This approach reflects our experience supporting municipal and public sector organizations and our understanding of the importance of security, reliability, and accountability in government IT environments.

Public Records and Information Governance Support

iFocus Consulting assists public agencies with technology-related aspects of public records compliance by supporting appropriate information governance practices within cloud-based services and information systems. This includes recommending suitable licensing, configurations, and governance features that support records retention, access controls, auditability, and information lifecycle management.

If the District selects Virtual CTO Services, routine email searches within Microsoft 365 are included to support compliance reviews and public records requests using available compliance and information governance tools. Additional data discovery, access, export, and technical review activities within supported systems may be provided as separately scoped and authorized services. These services are provided in coordination with designated agency personnel and do not replace the agency's legal, records management, or policy responsibilities.

This approach reflects iFocus's experience supporting municipal and public-sector organizations where transparency, accountability, and proper information handling are essential operational requirements.

Overview of Managed IT Services

iFocus Consulting will provide proactive, ongoing managed IT services to support TCTD's existing technology environment. Services are delivered using industry best practices and are tailored to TCTD's current infrastructure and operational needs.

Managed services are intended to maintain system availability, assist users with technology issues, and provide ongoing oversight of key technology systems across all TCTD locations. Managed workstations, remote monitoring and management (RMM), and centralized helpdesk services enable rapid identification, escalation, and mitigation of issues, providing the most efficient path to restoring service and minimizing operational impact.

Scope of Services

A. Endpoint and User Support

- Ongoing support for TCTD workstations and authorized devices
- Troubleshooting of operating system, software, and connectivity issues
- Helpdesk services for user-reported issues and service requests
- Remote support to efficiently resolve technical problems

B. Server and Data Backup Support

- Management and operational support for TCTD physical and virtual servers
- Optimization, testing, and management of data backups
- Management of TCTD Active Directory domain services

C. Network and Infrastructure Support

- Support and operational management for network infrastructure, including:
    - Firewalls
    - Network switches
    - Point-to-point wireless systems
- Monitoring and troubleshooting of network connectivity and availability
- Firmware and configuration maintenance, as appropriate

D. Cloud Productivity and Collaboration Administration

- Administration and operational support for TCTD's licensed cloud-based productivity, collaboration, and email services
- User and account administration
- License and access management
- Troubleshooting of email and collaboration-related issues

E. Cybersecurity and Monitoring Support

- Operational support for implemented security controls
- Monitoring of system and security alerts

- Assistance with investigation and remediation of identified security issues
- Support for secure user access and email protection

F. Asset and Configuration Management

- Maintenance of inventory for managed technology assets
- Documentation of supported systems and configurations
- Ongoing visibility into the TCTD managed IT environment

G. Service Delivery Model

- Centralized helpdesk for issue reporting and service requests
- Remote support as the primary method of service delivery
- Onsite support provided as required and authorized
- Issues prioritized based on operational impact

Detailed service terms, response expectations, and exclusions are defined in the Managed Services Agreement.

H. Pricing Summary (Quote)

The following pricing represents the monthly managed services cost based on TCTD's current asset counts and service requirements.

Monthly Managed Services Fee

Managed Service Category	Qty	Unit Price	Monthly Total
Managed Workstation Assets	34	$125	$4,250
Managed Printer Assets	Included	—	Included
Managed Mobile Devices	Included	—	Included
Managed Server Assets	2*	$375	$750*
Managed Firewall / Router Assets	1	$190	$190
Managed Switch Assets	6	$90	$540
Managed NAS / Storage Appliances	0	—	$0

Managed Wireless Access Points	Included	—	Included
Cloud Productivity & Collaboration Administration	Included	—	Included
Total Monthly Managed Services Fee			**$5,730**

What the Monthly Fees Include

Managed Workstation Asset pricing includes management and operational support for printers, mobile devices, and wireless access points, with no separate per-device management fee for these assets.

Monthly managed services fees also include iFocus-provided monitoring, management, and security tools, including remote monitoring and management (RMM) software, antivirus protection, DNS filtering, and applicable network management tools. Specific tools may vary based on platform compatibility and service requirements.

Hardware, replacement equipment, and other software licenses, subscriptions, warranties, and vendor support agreements remain the client's responsibility unless expressly identified as included. Installation, migration, or deployment work outside the managed services scope will be separately quoted for approval.

Asset Pricing Notes

** Server pricing is based on an estimated two managed servers at $375 per server per month. Each supported physical server and virtual server is counted as a separate managed asset. During onboarding, iFocus will confirm the server inventory and provide any resulting adjustment to the monthly fee for approval before applying it.*

NAS and storage appliances are not included in the current asset inventory. If recommended in the future, hardware costs, implementation services, and any ongoing management fees will be quoted separately for the client's approval.

Onboarding Assessment

A network assessment will be performed as part of onboarding to discover and document network topology, network rack layout, physical Ethernet runs, cybersecurity posture, and Active Directory infrastructure configuration. This assessment is a separate, billable project. A scope and cost estimate will be provided for the client's approval before work begins.

I. Optional Add-on Services

Virtual CTO Services — $1,065 per month

Ongoing technology guidance and cybersecurity oversight to help management make informed decisions, prioritize improvements, and plan for future needs.

Services include:

- **Security assessments:** Labor for periodic security assessments and proactive recommendations to improve the organization's security posture.
- **Quarterly reporting:** Management reports summarizing technology asset counts, user and account changes, security posture, project initiatives, completed and planned upgrades, and recommended priorities.
- **Management consultation:** An on-site meeting each quarter to review technology needs, security concerns, project initiatives, and upcoming priorities, scheduled when practical to coincide with other planned on-site work.
- **Compliance and public records search assistance:** Labor for routine email searches within Microsoft 365 using available compliance and information governance tools to support compliance reviews and public records requests.
- **Cybersecurity awareness training:** Access to web-based employee training covering common cybersecurity threats and safe technology practices, with knowledge assessments and completion tracking to help management monitor participation and identify training needs.

Out of Scope Services and Hourly Rates

Services not included within the scope of monthly Managed IT Services may be performed on a time-and-materials basis when requested or authorized by Tillamook County Transportation District. Examples include project work, new system implementations, major configuration changes, or services excluded from the managed services scope.

The following rates apply to out-of-scope services unless otherwise agreed in writing:

- **Remote Support (Business Hours):** $145 per hour, billed in 15-minute increments
- **Onsite Support (Business Hours):** $145 per hour, one-hour minimum
- **After-Hours Support:** $250 per hour, one-hour minimum
- **Travel Time:** Travel is billed separately for on-site visits, including visits for services covered by the monthly managed services fee. Charges are based on the standard one-way travel time from the iFocus office to the client's location at the then-current applicable hourly service rate.

All out-of-scope services are subject to the terms and conditions defined in the Managed Services Agreement.

Next Steps

Upon approval of this proposal, iFocus Consulting will prepare and provide a formal Managed Services Agreement. The agreement will include detailed schedules and appendices that define the full scope of services, asset coverage, service delivery terms, and contractual conditions associated with the proposed solution.

Once the agreement is reviewed and executed, iFocus Consulting will coordinate service onboarding and ensure continuity of support for Tillamook County Transportation District.

We welcome the opportunity to review this proposal with TCTD staff and answer any questions related to scope, pricing, or service delivery.

BEFORE THE BOARD OF DIRECTORS
OF THE
TILLAMOOK COUNTY TRANSPORTATION DISTRICT

Authorizing the General Manager to Execute a Contract with Big River Construction, Inc. for the TCTD Three Transit Stops Improvement Project Upon Completion of the Protest Period	**)**	**RESOLUTION NO. 26-29**

WHEREAS, the Tillamook County Transportation District ("District") is an Oregon special district which is subject to Oregon's public contracting laws; and

WHEREAS, four grants have been received by the District to improve three (3) bus stops – two in Tillamook County at Hebo and Pacific City; and one in Lincoln County in Waldport; and

WHEREAS, this project is also known as the NW Connector Bus Stop Access Project and is a coordinated effort among the Northwest Oregon Transit Alliance (NWOTA) members; and

WHEREAS, the Board of Directors also serves as the Contract Review Board for the District; and

WHEREAS, on September 23, 2026, the District issued an Invitation to Bid to obtain a contractor for the construction of three transit stops in Hebo, Pacific City, and Waldport, with bids due by October 20, 2026, at 2:00 PM PST; and

WHEREAS, the District received three (3) bids from qualified contracting vendors; and

WHEREAS, the General Manager and District counsel have found one bid to be responsive and the contractor responsible; and

WHEREAS, the General Manager of and legal counsel for the District approve of the award of contract to Big River Construction, Inc. in the amount of $474,989; and

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

that the Board authorizes the TCTD General Manager to execute a contract not to exceed $474,989 with Big River Construction, Inc. to construct three transit bus stops located in Hebo, Pacific City, and Waldport upon completion of the protest period.

INTRODUCED AND ADOPTED this 28th day of October 2026.

ATTEST:

By: _____ By: _____
David McCall, Board Chair Brian Vitulli, General Manager

TILLAMOOK COUNTY TRANSPORTATION DISTRICT

THREE TRANSIT STOPS IMPROVEMENT PROJECT (WALDPORT, PACIFIC CITY & HEBO)

BID TABULATION

RANK	BIDDER	BID AMOUNT	% OF LOW	BOND	ADDENDA	SUB DISC
***	PACIFIC EXCAVATION INC	$467,517	125%	Y	N/A	Y
***	BROWN CONTRACTING INC	$372,646	100%	Y	N/A	Y
1	BIG RIVER CONSTRUCTION INC	$474,989	127%	Y	N/A	Y

THIS IS A PRELIMINARY EVALUATION AND IS SUBJECT TO AMENDMENT – RESULTS ARE SUBJECT TO RESPONSIBILITY DETERMINATION – OFFICIAL AWARD WILL BE BY NOTICE OF INTENT TO AWARD

*** BIDDER DEEMED NONRESPONSIVE FOR FAILURE TO IDENTIFY SUPERVISOR OR REFERENCE PROJECTS FOR SUPERVISOR AS REQUIRED BY ITB

NOTICE OF INTENT TO AWARD

Project Name: **TCTD THREE TRANSIT STOPS IMPROVEMENT PROJECT (WALDPORT, PACIFIC CITY & HEBO)**

Date: **October 27, 2026**

The Tillamook County Transportation District has received and evaluated bids for the above-named project and intends to make an award to the following bidder: **Big River Construction, Inc.**

Any protest must be submitted in writing and received no more than seven (7) days following this notice of intent to award to: Attn: Brian Vitulli, General Manager, Tillamook County Transportation District, 3600 3rd Street, Suite A, Tillamook, OR 97141. The outside of the envelope containing the protest must be clearly marked "Protest of Intent to Award". The protest must specify the grounds for the protest. Late protests shall not be considered.

Tillamook County Transportation District

Brian A. Vitulli

_____

Brian Vitulli, General Manager

TILLAMOOK COUNTY TRANSPORTATION DISTRICT

BOARD OF DIRECTORS

RESOLUTION NO. 26-30

AUTHORIZING APPROVAL AND EXECUTION OF A MUTUAL SEPARATION AND RELEASE AGREEMENT AND A SUPPLEMENTAL AGREEMENT REGARDING INTERIM PAID EMPLOYMENT AND SEPARATION DATE

WHEREAS, the Tillamook County Transportation District (District) and Charlene Pech have negotiated a Mutual Separation and Release Agreement dated October 22, 2026, as revised (Separation Agreement), which Ms. Pech signed on October 23, 2026; and

WHEREAS, the District and Ms. Pech have also negotiated a Supplemental Agreement Regarding Interim Paid Employment and Separation Date (Supplemental Agreement), which Ms. Pech signed on October 28, 2026; and

WHEREAS, the Supplemental Agreement provides for a voluntary, nondisciplinary interim paid employment arrangement beginning October 29, 2026, if approved and executed by the District before that date, and establishes a conditional separation date of November 3, 2026, subject to the Separation Agreement becoming effective under its terms; and

WHEREAS, the Board has considered the proposed agreements and received advice of legal counsel regarding the District's legal rights and duties;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE TILLAMOOK COUNTY TRANSPORTATION DISTRICT:

Section 1. Approval. The Board approves the negotiated Separation Agreement and Supplemental Agreement in the forms presented to the Board for consideration on October 28, 2026, and authorizes the District to enter into those agreements. The approved forms shall be retained with the District's official records.

Section 2. Execution. David McCall, Board Chair, is authorized and directed to execute both agreements on behalf of the District, and to deliver executed copies to Ms. Pech or her representative. The Board Chair may approve only nonsubstantive clerical corrections consistent with the Board-approved terms, after consultation with District legal counsel; any material change requires further appropriate authorization.

Section 3. Conditions and implementation. The District shall administer the agreements according to their express terms, including applicable approval, execution, revocation, effective-date, compensation, benefits, and final-pay requirements. This resolution does not accelerate the effective date of the Separation Agreement, waive any revocation right, or independently terminate Ms. Pech's employment. The General Manager and other appropriate District personnel are authorized to take lawful administrative steps necessary to implement the agreements.

Section 4. Continuing District responsibilities. Approval of these agreements does not constitute a finding concerning disputed allegations or limit the District's independent responsibility to address financial, accounting, compliance, or internal-control matters.

Section 5. Effective date. This resolution takes effect immediately upon adoption.

ADOPTED by the Board of Directors of the Tillamook County Transportation District at its regular meeting on October 28, 2026.

Vote: Ayes: _____ Nays: _____ Abstentions: _____ Absent: _____

_____

David McCall, Board Chair

Date: _____

ATTEST:

_____

Board Secretary / Authorized Recording Officer

Date: _____