



November 19th, 2025
Board of Directors of the Hood River County Transportation District
2nd Public Hearing – Fare Change
224 Wasco Loop, Board Conference Room
Hood River, OR 97031
4:00pm – 4:10pm

Agenda

The Hood River County Transportation District Board of Director’s Meeting can be attended live through Zoom conferencing technology. **Members of the public can attend by calling (253)215-8782, Meeting ID: 838 8911 3516, Password: 554889 or by using the below link:**
<https://us02web.zoom.us/j/83889113516?pwd=bi91Z0diTTRUVW9lbnkwajJFalpVUT09>

1) Call Meeting to Order – 4:00pm

2) Roll Call: Greg Pack - Chair, Megan Ramey – Vice Chair, Tamra Taylor – Secretary/Treasurer, Jim Klaas, Eleazar Reyes, Gisela Ayala – Echeverria, Matt Althoff

3) Public Comment

Public Comment Note: This part of the agenda is reserved for members of the public to address the Board on any issue. Please note the following instructions:

- a. To indicate that you would like to provide testimony, please use the raise your hand button.
- b. For those attending via phone only, press *9 on your phone to raise your hand.
- c. When it is your time to speak, your name will be called.
 - i. For those attending via phone only, the last four (4) digits of your phone number will be called.
- d. Please state your name, city of residence, and whom you are representing for the audio recording.
 - i. Once you have provided testimony, your hand will be lowered. Please do not raise your hand again. Only one opportunity to speak is provided.
- e. For those unable or not wanting to speak publicly, testimony may be provided via e-mail at Amy.schlappi@catransit.org
- f. Three (3) minutes per community member.

4) Proposed Fare Change for the Gorge-To-Mountain Express

5) Adjournment – 4:10 p.m. Continue to the monthly Board of Director’s Meeting

To request a reasonable accommodation or language interpreter, including alternative formats and translation of printed materials, please contact CAT’s Administration Office no later than 48 hours prior to the meeting at 541-386-4202 (voice) or 7-1-1 (TTY through Oregon Relay Service).

Se Habla Español.



Memo

To: HRCTD - BOARD OF DIRECTORS
From: Amy Schlappi, Executive Director
Date: November 19, 2025
Re: Proposed Gorge-To-Mountain Express Fare Changes

Overview

This meeting marks the second of two required public hearings to consider a proposed fare adjustment for the Gorge-to-Mountain Express service—from the current \$5.00 round-trip to a \$5.00 one-way fare. The Gorge Pass would continue to be an eligible fare on the Gorge-To-Mountain Express service. These hearings provide an opportunity for the public to submit comments and feedback. Board Members are asked to review and discuss the proposal as a formal decision will be needed.

Background

The Gorge-to-Mountain Express was launched in 2019 as a pilot program and quickly gained popularity as a transportation option to recreate on Mt. Hood. For the past couple of seasons ridership has continually increased on average by 10% year over year.

- 2023–24 Season: 8,277 riders | Avg. 8.07 riders/hour
- 2024–25 Season: 9,125 riders | Avg. 8.2 riders/hour

Initially offered as a free service, the Board approved a \$5.00 round-trip fare in 2020. At the time the decision was made to make it a round-trip fare due to concerns with limited wireless connectivity up at Mt. Hood Meadows, which could hinder fare purchases. The fare took effect on December 1, 2020.

Since 2020, operating costs have continued to rise and having a round-trip fare structure can be confusing to riders. Staff propose adjusting the fare to \$5.00 each way, allowing more of the service to be paid for through fares and aligning this service with the District’s standard one-way fare structure. Staff have found that wireless connectivity is generally reliable at the Mt. Hood Meadows lodge and are no longer concerned with wireless connectivity. Riders will still be able to use the Gorge Transit Pass for this service.



Key Considerations:

- Cost Comparison:
 - IRS mileage rate estimates a round trip from Hood River to Mt. Hood Meadows at \$50.
 - Fuel-Only cost (assuming 18 miles per gallon) is approximately \$16.48 round trip from Hood River to Mt. Hood Meadows.
 - CET charges \$7 one way, \$12 round trip and \$299 for a season pass for their Bachelor route that goes between Bend and Mt. Bachelor Ski Resort.
- Fare Usage:
 - Staff estimate that 60% of riders use Gorge Passes, while 40% pay cash. The new dispatch software will provide more clarity to understand the percentage of riders who use Gorge Passes versus those who pay cash on the Gorge-To-Mountain Express service.
- Funding Outlook:
 - The scope change request through FHWA was approved, FLAP grant funding will support the service for three years.
 - After the 2027/28 season, ongoing operational costs may not be eligible under FLAP guidelines and sustainable funding solutions will need to be created.
- Cost Recovery:
 - To fully fund the service without subsidies, CAT would need to charge \$10 each way, and Gorge Passes would not be accepted. This is based on ridership and expenses from the 2024-25 season.

Staff Recommendation

At \$5 each way and \$10 round trip the Gorge-To-Mountain Express is an affordable transportation option and still far below similar services in Oregon. The Gorge Pass should remain an eligible fare for the Gorge-To-Mountain Express service. Staff recommend that the Board consider and discuss the fare increase.



Action Required

The Board should discuss and vote to approve or not approve the proposed fare change.



November 19th, 2025
Regular Meeting of the Board of Directors
of the Hood River County Transportation District

224 Wasco Loop, Board Conference Room
Hood River, OR 97031
4:10pm – 5:30pm

Agenda

The Hood River County Transportation District Board of Director's Meeting can be attended live through Zoom conferencing technology. **Members of the public can attend by calling (253)215-8782, Meeting ID: 838 8911 3516, Password: 554889 or by using the below link:**
<https://us02web.zoom.us/j/83889113516?pwd=bi91Z0diTTRUVW9lbnkwajJFalpVUT09>

- 1) Call Meeting to Order – 4:10pm**
- 2) Roll Call:** Greg Pack - Chair, Megan Ramey – Vice Chair, Tamra Taylor – Secretary/Treasurer, Jim Klaas, Eleazar Reyes, Gisela Ayala – Echeverria, Matt Althoff
- 3) Approval of October 15th, 2025, Regular Monthly Meeting Minutes – Greg Pack- 4:13pm**

4) Public Comment

Public Comment Note: This part of the agenda is reserved for members of the public to address the Board on any issue. Please note the following instructions:

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- d. Please state your name, city of residence, and whom you are representing for the audio recording.
 - i. Once you have provided testimony, your hand will be lowered. Please do not raise your hand again. Only one opportunity to speak is provided.
- e. For those unable or not wanting to speak publicly, testimony may be provided via e-mail at Amy.schlappi@catransit.org
- f. Three (3) minutes per community member.

5) Accounting Report– 4:15pm

- a. Monthly Financial Report – **Tiah Mayhew – 4:15pm**

6) Resolutions & Action Items – 4:25 pm

- a. Gorge-To-Mountain Express Fare Change
- b. Port of Hood River - CAT IGA Review



- c. Hood River Valley Parks and Recreation District - CAT IGA Review

7) Operations Manager Report – Jeff Acciaioli – 4:25 pm

- a. Employee of the Month
- b. Performance Report
- c. Ridership
- d. Gorge-To-Mountain Express Update

8) Executive Director’s Report – Amy Schlappi – 4:35 pm

- a. Oregon Transit Association Conference Review
- b. National RTAP Conference
- c. Staffing Update
- d. FLAP Update

9) Discussion Items

10) Upcoming Events

- a. Thanksgiving Day – No Service & Reduced service on Friday 11/28
- b. Holiday Parade, December 5th
- c. CAT Holiday Party December 12th

11) Adjournment – 5:30pm

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Se Habla Español.



Wednesday, October 15th, 2025
Board of Directors of the Hood River County Transportation District
Public Hearing – Fare Change

224 Wasco Loop, Board Conference Room
Hood River, OR 97031
4:00 p.m. – 4:10 p.m.

Public Hearing Minutes

1. Call Meeting to Order

Megan Ramey called the Board of Directors Meeting to order at 4:01 PM.

2. Roll Call

Tiah took roll call: Megan Ramey - Board Vice Chair, Gisela Ayala-Echeverria, Matt Althoff, Jim Klaas

Absent: Greg Pack - Board Chair, Tamra Taylor - Board Secretary/Treasurer, Eleazar Reyes

Staff: Amy Schlappi, Jeff Acciaioli, Tiah Mayhew, Tim Ravins

Public: Emily Beckett - Merina & Co., Jin Lu Yuan – Uplift Local

3. Public Comment

No public comment.

4. Proposed Fare Change for the Gorge-To-Mountain Express – Amy Schlappi

This public hearing is the first of two required public hearings to consider a proposed fare adjustment for the Gorge-to-Mountain Express service. A memo was included with the meeting materials. The current fare is \$5 roundtrip, and the proposed fare change is \$5 one-way. No formal decision will be made until the second hearing has taken place. Board members are asked to review and discuss the proposal. These hearings also provide an opportunity for the public to give their thoughts on the proposed changes. Amy went on to give some history of the Gorge-to-Mountain Express route and what previous fares have been and statistics on previous seasons ridership. The proposed \$5 increase in fares will also help with rising costs. Funding for this route should be secure through the 2027-28 season, but uncertainty of long-term funding is a concern. With that in mind, Amy pulled data from the previous year's ridership. Hypothetically if fare was raised to \$10 each way, and if the annual Gorge Pass was not eligible for the route, revenue would cover the expenses for the service.

The group discussed how often annual Gorge Passes are used currently by Gorge-to-Mountain riders, and Megan asked about estimated costs to drivers in their personal vehicles. Estimate fuel cost for a personal vehicle is \$16.48 round trip from Hood River to Mt. Hood Meadows. Estimated fuel, plus wear and tear on a personal vehicle is



estimated at \$50 for the round trip. Annual parking passes are also a requirement for personal vehicles. The current proposal is only to raise the fare to \$5 each way, or \$10 round trip. Amy has also proposed a scope change for the route to the FHWA (Federal Highway Administration), who provides the FLAP (Federal Lands Access Program) Grant that funds the service. More details on that should be available at next month's public hearing. Megan also had some questions about the fare for the mountain bus at Mt. Bachelor, operated by Cascade East Transit. Jeff looked it up and currently they advertise a \$12 round trip, or \$7 one way, also they have \$299 season long pass. Amy also noted that their trip is much shorter from town to Mt. Bachelor.

Megan added that the Gorge-to-Mountain has been a great introduction to transit options for many younger people and families. First using the bus to access the mountain and then realizing that other services and routes exist and are just as convenient.

Motion: Matt made a motion to adjourn the Public Hearing. The motion was seconded by Gisela at 4:21.

Approved by: Megan, Gisela, Matt and Jim

Opposed by: None

The Public Hearing was adjourned at 4:21.

Note: After beginning the Regular Board of Directors meeting it was realized that there was not a second to the motion to adjourn the Public Hearing. The motion to adjourn process was re-done, and the Regular Board of Directors meeting was restarted.



**Wednesday, October 15th, 2025
Regular Meeting of the Board of Directors
of the Hood River County Transportation District**

**224 Wasco Loop, Board Conference Room
Hood River, OR 97031
4:15 p.m. – 5:30 p.m.**

Meeting Minutes

1. Call Meeting to Order

Megan Ramey called the Board of Directors Meeting to order at 4:22 PM.

2. Roll Call

Tiah took roll call: Megan Ramey - Board Vice Chair, Gisela Ayala-Echeverria, Matt Althoff, Jim Klaas

Absent: Greg Pack - Board Chair, Tamra Taylor - Board Secretary/Treasurer, Eleazar Reyes

Staff: Amy Schlappi, Jeff Acciaioli, Tiah Mayhew, Tim Ravins

Public: Emily Bechtold - Merina & Co., Jin Lu Yuan – Uplift Local

3. Approval of September 17th, 2025, Regular Monthly Meeting Minutes

Megan asked if there were any changes that the Board would like to make to the September meeting minutes. The meeting minutes were included in the Board meeting materials. No changes were requested.

Motion: Matt made a motion to approve the August 20th Meeting Minutes. The motion was seconded by Jim.

Approved by: Megan, Gisela, Matt and Jim

Opposed by: None

4. Public Comment

No public comment.

5. Quarterly Financial Report – Emily Bechtold – Merina & Co.

Emily began by presenting her management report alongside the financial packet, both included in the meeting materials. The Statement of Financial Position shows the cash balance at the end of September was 1.4 million, which was a \$36,000 decrease from the prior year. Credit card liabilities and accrued payroll expense were almost identical. Details on unassigned fund balance, restricted STIF funds and restricted capital asset funds were provided. Now included in the report is a comparison of net position for the last six quarters showing CAT's net position is broken out by unrestricted, restricted STIF



and restricted vehicle funds, with everything looking consistent. The STIF restricted fund balance will be finalized at the end of the quarter with grant reporting currently in process.

The Statement of Activities was next, total revenue so far for the year for the first quarter is just under \$575,000, which is about \$65,000 less than last year. The main differences being between federal funds and state funds. Federal funds went down quite a bit; State funds have gone up with some fluctuation but no massive differences. Megan pointed out a correction on the report regarding the \$65K compared to the previous year. State funding was a lot higher than the deficit in the federal funding resulting in a net increase in total income compared to the same quarter in the prior year. Cost of goods sold for the first quarter was \$131K. Emily's graphs show the breakout for fuel, vehicle expense, operating expense, driver expense, advertising and marketing, and grant/contract match funds. Emily and Tiah pointed out a couple things that were attributed to the difference from the previous year, a onetime payment for new dispatch and GPS tracking software and delayed billing for partner distributions. Administrative expenses and personnel expenses were reviewed next. The district has not had any capital outlay yet for the year but planned projects include the redevelopment of the bus storage and park & ride lots, restructuring of the office space, the inter-regional transit hub and the purchase of five new buses. Emily finished this section with a review of accounts payable and accounts receivable.

The district is well below budget; the major difference came from capital outlay expenditures which were budgeted for but not spent.

6. Resolutions & Action Items – Tiah Mayhew

a. Approval of ACH Vendor List

Staff is requesting the Board review and reauthorize the list of auto pay and ACH approved vendors. Tiah pointed out a couple new vendors to the list, including Crystal Greens, the new landscaping contractors, Columbia Gorge Janitorial Supply River City Environmental and Spare.

Motion: Gisela made a motion to approve the list of approved autopay and ACH vendors. The motion was seconded by Matt.

Approved by: Megan, Gisela, Matt and Jim

Opposed by: None

7. Operations Manager Report – Jeff Acciaioli

a. Performance Report

September's overall safety score remains at 99. Our new software Swiftly has launched and soon will provide fixed route on time performance (OTP). Dial A Ride OTP for September was 96.88%. Vehicle hours driven was 1,127, miles driven was 35,320. Fuel



costs for the month were \$14,413 for a fuel cost per mile of \$0.41. Jeff gave a brief overview of two formal customer complaints and customer incidents. The group discussed passengers missing the bus at Gateway, how often it happens and if an addition to the map would help. Tim will be looking at creating a detailed section of the map to add to the customer facing route map. Jeff then gave details of a few customer incidents.

b. Employee of the Month

Nick Auckland has been named CAT's Employee of the Month.

c. Dispatch Software Update

Swiftly software has been implemented, with a few issues regarding GTFS data still needing attention. Dial A Ride has been moved to the paratransit dispatch Spare app. A soft launch of the rider app has begun with some marketing planned to inform the public in the near future.

b. New Vehicle Update

Two new cut-away buses are awaiting graphics and expected to be delivered the second or third week of November. Unfortunately, delivery of two new Ford Transits has been pushed out until the beginning of 2026.

e. Ridership

Overall, boardings per hour is up from last year but down from the previous month. Dial-A-Ride ridership has continued to increase which may be a reason that Upper Valley ridership has decreased. Megan asked for clarification on boarded rides per hour rising but service hours going down compared to the previous year, Jeff went on to give some details on the decline in seasonal service hours.

8. Executive Director Report – Amy Schlappi

a. Legislative Update

Amy provided another update to the Board on the special legislative session that was passed on September 29th. The bill includes a 0.1% increase in payroll tax, as well as other taxes to fund transit, ODOT, cities and counties. The 0.1% increase for transit will expire on January 1st, 2028. Large service expansion projects are difficult to fund without a sustainable funding source. Along with other transit agencies, CAT will likely only be making capital investments or improvements with those funds. Amy mentioned that the public needs to understand that even though our funding is being increased they're not necessarily going to see large service expansion as the funding is not sustainable and will expire. Amy also discussed the high likelihood of a referendum for HB3991 and several aspects of the bill being referred to voters next November. Matt had a question regarding any possible backdated funds to which Amy answered that will not be the case.

b. Staffing/Winter Operations Preparation Update

Amy is providing an update on seasonal winter preparations and is looking for general Board approval for proposed staffing adjustments. Staff are adjusting how we're doing



things this winter to ensure that the workload with the Gorge-To-Mountain service as well as winter operations in general is manageable and team members have the resources needed. CAT staff have started the process of reviewing winter tools and supplies, as well as sourcing winter jackets and pants for Gorge-To-Mountain drivers. Staff are also moving forward with drafting employee schedules that include an additional weekend standby driver on Saturdays and Sundays. In the event of severe weather or delays, this provides an additional driver out on the route, but not the Field Supervisor like previous years. This provides more support for drivers and Field Supervisors. Additionally, staff would like to move forward and gain general board approval to increase our Field Supervisors' staff from three to four people. Currently only one field supervisor is on staff during weekends. If general approval is given the Field Supervisor position will be open to internal candidates first and then to the public. If an internal candidate is selected, CAT would not add the weekend dispatcher that we had in the budget without approval. If an internal candidate is not selected, staff is estimating us to be over budget by about \$10,000. While Amy is just asking for general approval at this time, if an internal applicant is not selected, the Board can give approval before opening the position to external candidates. Matt got some clarification on the potential positions budgeted for if another driver would need to be hired. A lot of which depends on who is selected as a new Field Supervisor. The Board all gave general approval.

c. I-84 Construction Impact Update

ODOT has started a major project on I-84 to replace the bridge at McCord Creek. There are now lane closures in both directions. The lane closures should last until the end of the year. Sometime next year they are expecting to shut the entire freeway down for a couple days. This closure will most likely cause the Columbia Gorge Express route to close for that time frame as well. Megan asked if we are able to promote other services, with Amtrak Portland to Bingen service being mentioned. Staff will keep this in mind as we near the dates of the closure. We have received ODOT approval to bypass Multnomah Falls stop if their gates are closed and traffic from the lane closure extends as far back as Multnomah Falls. If problems persist, CAT may consider closing our access to Multnomah Falls altogether until construction has completed. Megan also asked how staff monitor traffic conditions, staff typically use the ODOT website tripcheck.com and radio communications from our drivers.

10. Discussion Items

There were no discussion items.

11. Upcoming Events

Megan mentioned an upcoming Bistate Bridge Authority planning meeting Nov 5th at The Hampton Inn. Megan is also hosting an Policy Makers E-Bike Ride. The event has been attended by the Mayor and County Commissioners in the past and focuses on e-bikes as a transportation choice and taking a look at outdated e-bike policies. The event will take place on Wednesday, October 29th.



12. Adjournment

Motion: Matt made a motion to adjourn the meeting. The motion was seconded by Gisela.

Approved by: Megan, Gisela, Matt and Jim

Opposed by: None

The meeting was adjourned at 5:23.

The Hood River County Transportation District Board of Directors meeting minutes are prepared and presented in summary form. Video recordings of the meetings are on file at CAT and are part of the approved minutes. If you would like to watch the recording of the meeting, please contact Tim Ravins tim@catransit.org, or call (541) 386-4202.

Prepared by: Tim Ravins, Administrative Assistant

A handwritten signature in black ink, appearing to read "Tim Ravins", with a long horizontal flourish extending to the left.

Approved by: Tamra Taylor, Secretary-Treasurer

Columbia Area Transit

Statement of Activity

October 2025

	TOTAL
Revenue	
4100 Fare Revenue	
4110 Fare Collections	13,915.51
4130 GOrge Pass Prg	6,020.00
Total 4100 Fare Revenue	19,935.51
4500 Federal Funds	
4510 Fed 5310 Funds	65,804.00
Total 4500 Federal Funds	65,804.00
4700 State Funds	162,153.00
4800 Tax Revenue	
4820 Statewide Transit Tax	7,868.27
4870 Property Taxes	23,461.92
Total 4800 Tax Revenue	31,330.19
4900 Other Revenue	
4910 Interest Income	5,112.02
4940 Sales of Equipment	108.00
4990 Misc Revenue	1,365.00
Total 4900 Other Revenue	6,585.02
Total Revenue	\$285,807.72
Cost of Goods Sold	
5100 Fuel	14,464.47
5200 Vehicle Expense	
5220 Preventative Maint & Vehicle Repair	1,885.97
5250 Vehicle Supplies	40.97
Total 5200 Vehicle Expense	1,926.94
5300 Operation Expenses	
5310 Merchant Transaction Fees	1,358.58
5320 Technology & Communication	780.14
5350 Shop Supplies & Tools	139.06
5370 Bus Stop Repairs & Maintenance	981.26
5390 Misc Operating Expenses	48.84
Total 5300 Operation Expenses	3,307.88
5500 Driver Expenses	81.05
5700 Advertising & Marketing	269.50
5900 Grant/Contract Match Funds	
5910 Partner Distributions - Gorge Pass	2,278.51
Total 5900 Grant/Contract Match Funds	2,278.51
Total Cost of Goods Sold	\$22,328.35
GROSS PROFIT	\$263,479.37

Columbia Area Transit

Statement of Activity

October 2025

	TOTAL
Expenditures	
7000 Administrative Expenses	
7100 Building Expenses	7,607.58
7300 Office Supplies & Expenses	625.03
7600 Professional Fees	3,277.00
7900 Other Administrative Expense	1,032.21
Total 7000 Administrative Expenses	12,541.82
8000 Personnel Expense	
8100 Administrative Personnel Expense	
8110 Administrative Wages & Salary	32,311.51
8130 Administrative Employer Taxes	2,151.36
8150 Administrative Benefits	517.06
Total 8100 Administrative Personnel Expense	34,979.93
8200 Direct Service Personnel Expense	
8210 Direct Service Wages & Salary	112,531.03
8230 Direct Service Employer Taxes	7,795.06
8250 Direct Service Benefits	15,153.58
Total 8200 Direct Service Personnel Expense	135,479.67
Total 8000 Personnel Expense	170,459.60
Total Expenditures	\$183,001.42
NET OPERATING REVENUE	\$80,477.95
NET REVENUE	\$80,477.95

Bill Payment List

Columbia Area Transit

October 1-31, 2025

DATE	NUM	VENDOR	AMOUNT
1000 Columbia Bank - Operating (6906)			
10/17/2025	23187	Gorge Electric	-4,591.30
10/17/2025	23188	Amalgamated Transit Union	-28.46
10/17/2025	23189	Skamania County	-844.17
10/17/2025	23190	Hendrix Heavy Wrench	-1,430.00
10/17/2025	23191	Access Tech LLC	-1,051.00
10/17/2025	23192	VanKoten & Cleaveland, LLC	-735.00
10/17/2025	23193	MCEDD	-581.17
10/17/2025	23194	Columbia Gorge Janitorial Supply	-62.20
10/17/2025	23195	Mount Adams Transportation Service - MATS	-853.17
10/17/2025	23196	Liquid Spring	-219.71
10/17/2025	23197	Weatherly Printing	-145.50
10/17/2025	23198	Bohn's Printing	-71.03
10/17/2025	23199	Napa Auto Parts	-113.76
10/17/2025	23200	Rotary Club of Hood River	-295.00
10/17/2025	23201	Greg Pack	-30.00
10/17/2025	23202	Crystal Greens	-845.00
10/17/2025	23203	Special Districts Insurance	-12,594.00
10/17/2025	23204	CDR Labor Law, LLC	-1,086.00
10/17/2025	23205	Sirius Media, LLC	-124.00
10/17/2025	23206	Curtis Davis	-983.93
10/17/2025	23207	Oregon Transit Association	-575.00
10/17/2025	23208	Cascade Health Solutions	-58.00
10/22/2025		Valic	-2,360.61
10/22/2025		Valic	-2,286.27
Total for 1000 Columbia Bank - Operating (6906)			-\$31,964.28
TOTAL			-\$31,964.28

Columbia Area Transit

A/R Aging Summary

As of October 31, 2025

	CURRENT	1 - 30	31 - 60	61 - 90	91 AND OVER	TOTAL
City of Bingen	1,756.00					\$1,756.00
City of White Salmon	1,756.00					\$1,756.00
Skamania County Community Events and Recreation				10,000.00		\$10,000.00
TOTAL	\$3,512.00	\$0.00	\$0.00	\$10,000.00	\$0.00	\$13,512.00



Memo

To: HRCTD - BOARD OF DIRECTORS
From: Amy Schlappi, Executive Director
Date: November 19, 2025
Re: Port of Hood River – CAT IGA

Overview

CAT and Port of Hood River staff have worked together over the past several months to create a draft Intergovernmental Agreement (IGA) between CAT and the Port of Hood River, for the development of the interregional transit facility “hub” on Port property near North 1st Street. The purpose of this discussion is for Board Members to review the IGA and provide staff with guidance on key elements. The Port of Hood River is conducting a similar exercise; staff of both organizations will then review comments from their respective Boards to refine for final IGA adoption at a future Board meeting.

Background

In 2024 CAT secured \$250,000 in 5339 federal funding through ODOT to complete environmental review, engineering, and preliminary design of an interregional transit hub on the Hood River waterfront. There is also a \$700,000 pending state grant for additional engineering and design work (if needed), and construction.

The interregional transit hub will be smaller in scale than a transit hub located in Portland, but the intent is to allow CAT to achieve long term goals as described in the 2023 Transit Master plan by shifting the main transit hub from CAT Transit Center to this new facility. This shift will reduce safety and congestion concerns at CAT during pulse times when multiple providers are accessing the bus stop and allow for a more seamless rider experience for those who are looking for connections from regional services to downtown City of Hood River.

Though design has yet to begin the footprint for the facility is approximately 9,000 sq. feet and a conceptual image is included below. The location has yet to be determined, but the hub is not intended to take up significant buildable or recreational space on either Lot 1, Nichols Basin park, or the event site. This intent is for the hub to be built to accommodate 3 to 4 buses with seating, shelter, signage, bike parking and potentially restroom or customer kiosk in a later phase. The project aligns with the Port’s Waterfront Transportation Improvements Project, including the new roundabout at N. 2nd and Riverside, and supports the community goal of improving multimodal access. The Board should be aware that the Port’s Waterfront Transportation Improvements Project is an ongoing project and the transportation system in and around Lot 1 has not yet been fully planned.

Due to federal grant requirements CAT must demonstrate long-term site control of the facility location (through an IGA and eventual lease) for the useful life of the asset, a minimum of 40 years. The IGA defines roles during the planning, design, and pre-construction phases. A separate lease will be negotiated prior to



Conceptual bus facility on No. First St. along Nichols Basin.

design and engineering.

Summary of Proposed IGA Structure

<i>Topic</i>	<i>Proposed Approach</i>
Land control	Port retains ownership; long-term lease executed before construction
Cost allocation	CAT funds design & construction within their 9,000 sf leasehold; cost-sharing for off-site improvements where mutual benefit exists
Port obligations	Property access; design coordination; future lease negotiation
CAT obligations	Design, NEPA, compliance, operations & maintenance, capital lifecycle
Use	Transit facility use, including regional connections, minimum federal useful life
Termination	Termination possible with repayment of federal funds and relocation obligation if triggered by Port

Key elements of IGA the Board should be aware of and discuss:

1. Advertising & Branding Controls

How much control should CAT maintain for sold advertising at the transit hub?

Potential Policy Approaches:

- CAT full control within current CAT branding guidelines
- Port right of review/approval for content categories
- Joint branding guidelines

2. First Right of Refusal for CAT – Kiosk and Facility Space

The draft IGA provides CAT right-of-first-refusal on the space if the lease expires or the Port decides to sell or redevelop the property.

Options:

- Maintain right-of-first-refusal as written for entire facility and kiosk
- Remove and address later in separate leasing policy discussion
- Create middle ground language for kiosk and facility and address more specifically in separate lease

3. Cost-Sharing for Shared Off-Site Improvements

The IGA calls for proportional cost-sharing for improvements that benefit both parties outside the lease area (e.g., utilities, sidewalks, stormwater, roadway access).

- Should a cost-allocation framework be defined now, or evaluate case-by-case?
- Should a cap or formula be adopted (e.g., pro-rata benefit, fair-share impact, frontage responsibility)?

4. Long-Term Termination & Relocation

If the Port terminates for convenience, it must cover federal repayment and relocation to equivalent site.

5. Port Review Role in Design

Current IGA provides Port “reasonable approval” role for:

- Siting & footprint
- Architecture & materials
- Circulation integration with roundabout and trail system

Question: Does the Board want any additional language included?

6. Public Restrooms & Maintenance

Maintenance responsibilities for public amenities remain to be finalized (trash, restrooms, snow removal).

Direction Needed:

- CAT full responsibility?
- Cost-share?
- Should CAT’s lease include maintenance/landscaping in exchange for rent?



Possible Bus "Hub" Locations



Action Required

No action is requested at this time; however, staff does ask that The Board discuss guidance on the policy questions above. An updated IGA will be brought to the Commission at a future regular meeting for consideration.

Attachments:

Draft Port of Hood River - CAT IGA

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (hereinafter "Agreement") is made and entered into on this _____ of _____, 2025, by and between Hood River County Transportation District dba Columbia Area Transit (hereinafter "CAT"), a transit agency located in Hood River, Oregon, and the Port of Hood River (hereinafter "Port"), an Oregon municipal corporation, referred to individually as "Party" and collectively as "Parties".

RECITALS:

WHEREAS: Oregon Revised Statutes ("ORS") 190 (and, with respect to the Port, ORS 777.112) authorizes units of local government to enter into intergovernmental agreements for the performance of any or all functions and activities that a party to the agreement has the authority to perform; and

WHEREAS: the Parties desire to build an interregional transit hub on Port property to provide their constituents with access to local and regional transit connections; and

WHEREAS: CAT has applied for and was awarded a 5339(a) grant (ODOT agreement #35690) to fund the engineering and design of an interregional transit hub at the Hood River Waterfront on Port property, as such property is more specifically described in "Exhibit A" (the "Port Property"); and

WHEREAS: CAT has applied for a grant to fund the construction of an interregional transit hub on the Port Property; and

WHEREAS: Federal and state grants require a legally-binding agreement with the property owner allowing the transit agency to construct, operate, and maintain the transit facility for its intended transit purpose throughout its useful life; and

WHEREAS: The Port recognizes the benefit of the future interregional transit hub to its constituents, providing access to local and regional transit connections;

WHEREAS: The Parties desire to enter into an agreement to facilitate the design, construction, operation, and maintenance of the interregional transit hub.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

Section 1: Purpose

- a) Establish the terms and conditions under which the Port will allow CAT to design, build, operate, and maintain an interregional transit hub the Hood River Waterfront on Port Property as described in Exhibit A.
- b) Provide ongoing use of Port Property for the regional transit hub for the duration of the useful life of the capital asset, subject to the terms, conditions, and obligations of this Agreement.

Section 2: Term

This Agreement shall be effective upon the last date signed by the Parties (“Effective Date”). This Agreement shall remain in effect until all Parties’ obligations are fully completed, unless terminated as provided in Section 7.

Section 3: Design, Build, Operate, and Maintain

- a) The Port allows CAT to design and build the interregional transit hub on Port Property, subject to the terms of this Agreement. The final, precise location of the interregional transit hub will be determined and mutually agreed upon by both Parties during the design phase.
- b) The final design must be approved by CAT and Port before proceeding with construction, which approval shall not be unreasonably withheld by either Party. CAT shall ensure that the final design meets intent outlined in all associated grant agreements, follows all ADA, State, and Federal requirements, and follows best practices for transit facility design. Additionally, CAT will ensure design follows Port design and aesthetic guidelines. All aspects of the design shall be at CAT’s sole cost and expense.
- c) Upon mutual approval of the final design of the interregional transit hub by both Parties, the Port and CAT will negotiate in good faith a long-term lease agreement for the minimum useful life which shall include, but not be limited to, maintenance and use terms and conditions. Lease-agreement will be effective when premises are occupied. CAT and Port must agree to the terms of the lease agreement before CAT can move forward with spending 5339(a) grant funds (ODOT agreement #35690).
- d) Upon mutual execution of a lease agreement for the Port Property, the Port shall permit CAT, and CAT’s employees, agents, and subcontractors, to enter onto Port Property to complete construction of the interregional transit hub. CAT shall ensure that the construction of the interregional transit hub meets intent outlined in all associated grant agreements, follows all ADA, NEPA, State, and Federal requirements, and follows best practices for transit facility construction.
- e) All aspects of the construction shall be at CAT’s sole cost and expense. If there are improvements that are required for the interregional transit hub that are located

outside the area of the interregional transit hub, Port and CAT shall ascertain whether such improvements solely benefit the construction of the interregional transit hub or provide benefits to multiple properties and infrastructure in the area. If the improvement provides benefits to multiple properties and infrastructure in the area, Port and CAT shall share the cost of such improvements such that CAT shall be responsible for the costs associated with the improvements that solely benefit the interregional transit hub, and Port shall be responsible for the costs associated with improvements that benefit other properties. If there is any disagreement between Port and CAT as to the proportional benefit of the parties, such disagreement shall be resolved through the dispute resolution provisions set forth in Section 10 herein. During this period of construction, CAT shall ensure that the Port may access the Port Property to observe or inspect the progress and sufficiency of the construction.

- f) The Port will allow CAT to use the transit facility for transit-related purposes (which include dropping off and picking up riders, CAT partner transit providers similar usage, and CAT riders waiting for buses and/or transferring to another provider), subject to the terms of this Agreement and any executed lease agreements for the Property.
- g) CAT shall bear full responsibility for the operation and maintenance of the interregional transit hub in accordance with all local, state, and federal laws, for the useful life of the transit hub. CAT will maintain the interregional transit hub by ensuring it continues to comply with all local, state, and federal laws for the duration of its useful life, and that it remains free from garbage and vandalism. CAT will ensure the structure, seating, and informational signage of the hub stay in good repair, normal wear and tear expected. Snow removal and maintenance of restrooms shall be determined at final design approval via a mutually executed amendment to this Agreement.
- h) The lease shall allow CAT to provide advertisement space at the interregional transit hub. CAT will prioritize revenue generated from such advertisement for grant matching expenses, lease costs, maintenance costs and general operating costs.

Section 4: Roles and Responsibilities

- a) CAT shall:
 - i. Apply for and administer any and all grants received by CAT in connection with the design, construction, operation, and maintenance of the interregional transit hub.

- ii. Coordinate with, and ensure its contractors coordinate with, the Port and its contractors and consultants, to ensure the prompt and accurate completion of the interregional transit hub.
 - iii. Maintain full autonomy in planning, implementation, and operation of the transit services and coordination with other transit providers who will utilize the hub.
 - iv. Provide necessary route information and updates to the Port for marketing purposes (as deciding whether to complete such marketing is in the Port's sole discretion).
 - v. Meet insurance requirements of the interregional transit hub and this Agreement.
 - vi. Fully operate and maintain the interregional transit hub in accordance with Section 2 of this Agreement.
- b) The Port shall:
- i. Allow CAT to design and build the interregional transit hub on the Port Property.
 - ii. Give CAT the right of first refusal to a potential kiosk on certain real property within the Nichols basin.
 - iii. Provide CAT, and CAT's employees, contractors, and transit users, with reasonable access to Port Property for the purpose of conducting transit-related purposes for duration of the interregional transit hub's useful life (minimum of 40 years).
 - iv. Port shall cooperate with CAT in obtaining necessary local, state, and federal approvals, including but not limited to compliance with NEPA, the Uniform Act, and other federal procedures as necessary and in furtherance of classifying the property as an "in kind" donation for grant match purposes.

Section 5: Relationship of Parties

This Agreement does not create a partnership, joint venture, or contract for services between the Parties. The Port acknowledges that it has no authority over CAT's operations or decision-making processes regarding this or any other transit service. Nothing in this Agreement is to be interpreted as creating or constituting an agency relationship between the Parties. Each Party remains separate and neither assumes the debts or obligations of the other by entering into this Agreement.

Section 6: No Third Party Beneficiaries

The signatories to this Agreement are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, or is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such persons are individually identified by name herein.

Section 6: Insurance

Each Party agrees to maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.269 to 30.274.

Section 7: Indemnification

- a) Each Party shall be responsible for its own acts and omissions and the acts and omissions of its employees, officers, elected and appointed officials, agents, and subcontractors.
- b) Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each Party agrees to hold harmless, defend, and indemnify each other, including each other's officers, elected and appointed officials, agents, employees, and volunteers from and against all claims, demands, penalties, actions and suits (including the cost of defense thereof and all attorney fees and costs, through all appeals) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the acts or omissions of that Party, or its officers, elected or appointed officials, employees, volunteers or agents, including any contractors hired or used by the indemnitor.

Section 8: Termination

This Agreement shall remain in effect until all Parties' obligations are fully completed, or until otherwise terminated by the Parties as provided in this Section. Termination of this Agreement may be made by mutual consent of the Parties in writing and shall not affect the duties and obligations of the parties that occurred prior to the termination (including any bond, loan or other repayment obligations). In addition, either Party may terminate this Agreement for convenience upon six (6) months' advance written notice to the other Party. If Agreement is terminated for convenience the terminating party will be responsible for paying the FTA fees and expenses related to not meeting minimum useful life. If Port is the terminating party the Port or 3rd party shall relocate the interregional transit hub and related expenses to a comparable and CAT approved location.

Section 9: Severability

If any section, clause or phrase of this Agreement is judicially deemed invalid, illegal or unenforceable in any respect, the remaining parts of this Agreement shall be severed from the invalid parts and remain in full force and effect.

Section 10: Amendments

Any modifications to this Agreement must be made in writing and executed by both Parties.

Section 11: Dispute Resolution

Any disputes arising under this Agreement shall first be addressed through good faith negotiations between the Parties. If unable to resolve through negotiation, the Parties agree to submit to mediation before pursuing any legal action.

Section 12: Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

Section 13: No Waiver

No waiver of any provisions of this Agreement shall be deemed to constitute a waiver of any other provision of the Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

Section 14: Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 15: Entire Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, understandings, or negotiations, whether written or oral.

[Remainder of this page is intentionally left blank; signatures are on the following page.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date last above below.

For the Hood River County Transportation District:

_____ Date: _____

Amy Schlappi, Executive Director

For the Port of Hood River:

_____ Date: _____

Kevin Greenwood, Executive Director

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Exhibit A: Port Property



Note: The red square boxes have been identified as potential locations. Location of the interregional transit hub has yet to be finalized.

Exhibit B: Draft Vision of Interregional Transit Hub



Vision for Interregional Transit Hub



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PUBLIC TRANSPORTATION DIVISION
OREGON DEPARTMENT OF TRANSPORTATION

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

AGREEMENT

1. **Effective Date.** This Agreement shall become effective on the later of **December 16, 2024** or the date when this Agreement is fully executed and approved as required by applicable law. No Grant Funds will be disbursed for any expenditures incurred before the Effective Date of this Agreement. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred after the Effective Date of this Agreement and on or before **December 31, 2028** (the "Expiration Date"). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 10 of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: Project Description and Budget

Exhibit B: Financial Information

Exhibit C: Subagreement Insurance Requirements and Recipient Insurance Requirements

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

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

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

3. **Project Cost; Grant Funds; Match.** The total project cost is estimated at **\$1,000,000.00** ("Project Costs"). In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$800,000.00** (the "Grant Funds") for eligible costs described in Section 6.a. hereof. Recipient shall provide matching funds for all Project Costs as described in Exhibit A. Recipient will be responsible for all Project Costs not covered by the Grant Funds.
4. **Project.** The Grant Funds shall be used solely for the project described in Exhibit A (the "Project") and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.a hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>. If Recipient is unable to access OPTIS, reports must be sent

to ODOTPTDReporting@odot.oregon.gov. Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be necessary to comply with federal or state reporting requirements.

6. Disbursement and Recovery of Grant Funds.

- a. **Disbursement Generally.** State shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Funds amount provided in Section 3. Reimbursements shall be made by State within 30 days of State's approval of a request for reimbursement from Recipient using a format that is acceptable to State. Requests for reimbursement must be entered into OPTIS or sent to ODOTPTDReporting@odot.state.or.us. Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement described in Section 9 of this Agreement, in performance of the Project and that are not excluded from reimbursement by State, either by this Agreement or by exclusion as a result of financial review or audit.
- b. **Conditions Precedent to Disbursement.** State's obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. State has received funding (including, without limitation, federal funding from the Federal Transit Administration), appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Recipient is in compliance with the terms of this Agreement including, without limitation, Exhibit D and the requirements incorporated by reference in Exhibit D.
 - iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - iv. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.
- c. **Recovery of Grant Funds.**
 - i. **Recovery of Misexpended Funds or Unexpended Funds.** Any Grant Funds disbursed to Recipient under this Agreement that are either (i) disbursed but unexpended as of the Expiration Date ("Unexpended Funds") or (ii) expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") must be returned to State. Recipient shall return all Misexpended Funds to State no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 15 days after the earlier of expiration or termination of this Agreement.
 - ii. **Recovery of Funds upon Termination.** If this Agreement is terminated under either Section 10(a)(i) or Section 10(a)(v) below, Recipient shall return to State all funds disbursed to Recipient within 15 days after State's written demand for the same.

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

- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient; (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable; and, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of

its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.

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

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

8. **Records Maintenance and Access; Audit.**

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, including, without limitation, records relating to capital assets funded by this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit State to verify how the Grant Funds were expended.
- d. **Audit Requirements.**
 - i. If Recipient expends \$1,000,000 or more in federal awards during the Recipient's fiscal year, the Recipient must have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR Part 200, Subpart F (Audit Requirements). Recipient, if subject to this requirement, shall at Recipient's own

expense submit to State, Public Transportation Division, 355 Capitol St NE, MS43, Salem, Oregon, 97301-4179 or to ODOTPTDReporting@odot.oregon.gov, a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted, the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.

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

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

9. Recipient Subagreements; Procurements; conflicts of interest

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

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

- b. Recipient shall review the *Best Practices Procurement Manual*, a technical assistance manual prepared by the FTA, available on the FTA website: <https://www.transit.dot.gov/funding/procurement/third-party-procurement/best-practices-procurement-manual>

c. Subagreement indemnity; subrecipient insurance

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

it determines that Recipient's Subrecipient is prohibited from defending State or that Recipient's Subrecipient is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Recipient's Subrecipient if State elects to assume its own defense.

- iii. Recipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance requirements provided in Exhibit C to this Agreement. Recipient may specify insurance requirements of its contractor(s) above the minimum insurance requirements specified in Exhibit C. Recipient shall verify its contractor(s) meet the insurance requirements in Exhibit C.
- d. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable, including all applicable provisions of the Oregon Public Contracting Code and rules, and in conformance to FTA Circular 4220.1F, Third Party Contracting Requirements including:
 - i. All applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement;
 - ii. All procurement transactions are conducted in a manner providing full and open competition;
 - iii. Procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements);
 - iv. Construction, architectural and engineering procurements are based on Brooks Act procedures unless the procurement is subject to ORS 279C.100 to 279C.125.
- e. **Additional requirements**
 - i. Recipient shall comply with 49 CFR sections 37.77(c) and 37.105 regarding "Certification of Equivalent Service" when purchasing vehicles under this Agreement. If non-accessible vehicles, as defined by the Americans with Disabilities Act, are being purchased for use by a public entity in demand responsive service for the general public, Recipient will certify to State at the time of applying for a project that, when viewed in its entirety, the demand responsive service offered to persons with disabilities, including persons who use wheelchairs, meets the standard of equivalent service.
 - ii. Recipient shall comply with 49 CFR 663 regarding pre-award and post-delivery reviews. Every Recipient purchasing rolling stock or facilities under this Agreement must certify to State that a pre-award and post-delivery review has been conducted in accordance with ODOT requirements. This review ensures compliance to bid specifications including, but not limited to, FTA requirements, State requirements, and Federal Motor Carrier Safety Standards, as applicable to the type of project. Each Recipient's certification must include assurance that required documents have been received from manufacturers or vendors of products, or from both, and that Recipient possesses such documents. Acceptable certification forms are available from State. Recipient must provide certification forms to State when reimbursement is requested for vehicles. For facilities projects, Recipient must provide pre-award certifications to State at time of first payment, and post-delivery certifications upon completion of the post-delivery review, and in no event later than with Recipient's request for final payment.
 - iii. Recipient shall comply with 49 CFR 604 in the provision of any charter service provided with vehicles, facilities, or equipment acquired with FTA assistance under this Agreement.
 - iv. Recipient shall submit an annual vehicle inspection report to State for any vehicle purchased under this Agreement. Vehicle inspections shall be conducted by a vehicle maintenance technician certified by a nationally recognized organization in the field of vehicle service and maintenance. Reports covering required areas of

inspection shall be submitted on forms provided by State.

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

10. Termination

- a. **Termination by State.** State may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by State in such written notice, if:
 - i. Recipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Recipient is, for any reason, rendered improbable, impossible, or illegal; or
 - ii. State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
 - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
 - iv. The Project would not produce results commensurate with the further expenditure

of funds; or

- v. Recipient takes any action pertaining to this Agreement without the approval of State and which under the provisions of this Agreement would have required the approval of State.
- b. **Termination by Recipient.** Recipient may terminate this Agreement effective upon delivery of written notice of termination to State, or at such later date as may be established by Recipient in such written notice, if:
 - i. The requisite local funding to continue the Project becomes unavailable to Recipient; or
 - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days' notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

11. General Provisions

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

State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

c. Indemnification.

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

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

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

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

- i. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this subsection. Any communication or notice personally delivered shall be deemed to be given when actually delivered.

Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.

- j. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. RECIPIENT HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.
- k. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, as applicable to Recipient, including without limitation as described in Exhibit D. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- l. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- m. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- n. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- o. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
- p. **Survival.** The following provisions survive termination of this Agreement: Sections 6.c., 8 and 11.

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

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

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

SIGNATURE PAGE TO FOLLOW

DRAFT

Hood River County Transportation District, by and through its

By Amy Schlappi
(Legally designated representative)

Name Amy Schlappi
(printed)

Date 01/14/2025

By Greg Pack

Name Greg Pack
(printed)

Date 1-14-2025

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

Amy Schlappi
224 Wasco Loop
Hood River, OR 97031
1 (202) 5271406
amy.schlappi@catransit.org

State Contact:

Jovi Arellano
355 Capitol Street NE, MS 11
Salem, OR 97301
1 (971) 446-8896
jovi.arellano@odot.oregon.gov

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

State of Oregon, by and through its
Department of Transportation

By Vanessa VISSAR (Jan 16, 2025 15:04 EST)

Suzanne Carlson
Public Transportation Division Administrator

Date 01/16/2025

APPROVAL RECOMMENDED

By Jovi Arellano

Date 01/14/2025

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$250,000)

By _____
Assistant Attorney General

Name Nina R. Englander by email
(printed)

Date 11/12/2024

EXHIBIT A

Project Description and Budget

Project Description/Statement of Work

Project Title: 5339(a) Hood River County Transportation District 35690				
<i>Park & Ride lot property acquisition.</i>				
<i>FTA funding Category A. Project ready to execute or has been executed. Funds available for reimbursement.</i>				
	Total	Grant Amount	Local Match	Match Type(s)
P-23-6085-01 Item #1: Park & Ride Lot				
	\$237,500.00	\$190,000.00	\$47,500.00	State
Sub Total	\$237,500.00	\$190,000.00	\$47,500.00	
Project Title: 5339(a) Hood River County Transportation District 35690				
<i>Park and Ride lot engineering and design.</i>				
<i>FTA funding Category B. Project identified not ready to execute. Funds not available until FTA grant execution and subgrant agreement amendment execution to release funds for reimbursement.</i>				
	Total	Grant Amount	Local Match	Match Type(s)
P-23-6101-01 Item #1: Park & Ride Lot				
	\$512,500.00	\$410,000.00	\$102,500.00	State
Sub Total	\$512,500.00	\$410,000.00	\$102,500.00	
Project Title: 5339(a) Hood River County Transportation District 35690				
<i>Port hub engineering and design.</i>				
<i>FTA funding Category B. Project identified not ready to execute. Funds not available until the FTA concurs in writing that the environmental review process is complete, FTA grant execution, and subgrant agreement amendment execution to release funds for reimbursement.</i>				
	Total	Grant Amount	Local Match	Match Type(s)
P-23-0637-01 Item #1: Terminal, intermodal (intercity bus)				
	\$250,000.00	\$200,000.00	\$50,000.00	State
Sub Total	\$250,000.00	\$200,000.00	\$50,000.00	
Grand Total	\$1,000,000.00	\$800,000.00	\$200,000.00	

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

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

- final design activities (design beyond 30%);
- property acquisition (includes purchase discussions with property owners that imply or are explicitly binding);
- purchase of construction materials (including EV chargers and bus shelters) or rolling stock,

- project construction activities (including construction, alteration, or repair [including dredging, excavating, and painting] of buildings, structures, or other real property).

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

1) Project Description

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

a) Project One - Park and Ride

This Agreement provides funding to purchase property, design and construct a park and ride facility. This project is approximately 8,500 square foot (sq. ft.) lot located at 200 Wasco Ct, Hood River Oregon, 97031 to support the transportation needs of the general public, seniors, and individuals with disabilities.

b) Project Two - Regional Transfer Facility

This Agreement provides funding to complete environmental concurrence, as well as engineering and design for a regional transportation transfer facility at the port in Hood River. This project is approximately 9,000 sq. ft. lot located at Lot 1, Hood River, Oregon, 97031 (approximately 45.713016, -121.512375) to support the transportation needs of the general public, seniors, and individuals with disabilities. Exact coordinates will be finalized before submitting the Environmental worksheet to ODOT for FTA review and concurrence.

Costs incurred from Real Estate/Facility purchase and/or construction, architecture, design, engineering, planning, permits, preparation and installation of amenities and associated services and equipment clearly needed to purchase or put the facility into service are eligible expenses under this Agreement.

Please see Federal Requirements Section in this contract. Qualified consultants may need to be hired to comply with federal requirements.

Applicants must follow the Uniform Relocation Assistance and Real Property Acquisition Policy Act (URA) 49 CFR Part 24.

Allowable activities prior to NEPA:

- Title Searches;*
- Right-of-way (ROW) Acquisition Cost Estimates;*
- ROW Relocation Cost Estimates or Relocation Plans;*
- ROW Plans, Exhibits, or Legal Descriptions;*
- Public Meetings or Hearings;*
- Environmental Site Assessments (ESAs) including "inspections"; and,*
- Appraisals*

Prohibited Acquisition Activities prior to NEPA Concurrence

- Any offer to purchase;*
 - Any negotiation to purchase;*
 - Any discussion on price;*
 - Any commitment to purchase or establishing any conditions of purchase; and,*
 - Any commitment to proceed to settlement.*
- Early Property Acquisition and NEPA Webinar provides an overview of FTA policies on early or advance acquisition of real property for instances where federal funds will be or are anticipated to be used.*

2) PROJECT DELIVERABLES, TASKS and SCHEDULE

- a) Recipient will submit a site plan and a narrative describing the proposed project.*

b) A map or drawing showing placement of any signs and other structures included in the project is required prior to building permit application or NEPA form submittal. Recipient will submit certification attesting that all applicable federal, state, and local environmental and regulatory permitting requirements have been met. The certification shall include a list of applicable environmental documentation and permits, permitting or regulatory authority, and date of acceptance or approval. This list includes but is not limited to land use and building permits, inspections, and occupancy permits, as applicable. Either an on-site visual walk-through by State staff or photos of installations must be provided prior to final payment.

c) Recipient will use a professional project manager as part of the project if current staff does not have experience in this area. Project management costs are eligible for reimbursement under this Agreement.

d) Recipient agrees to complete or update and maintain a facilities maintenance plan compliant with Federal Transit Administration Transit Asset Management rules 49 CFR part 625. Facilities maintenance plan shall include, but not be limited to, a listing of all major components of the facility and the associated maintenance schedules for those components. Recipient shall supply State with the facility maintenance plan upon request.

e) By accepting federal or state funds, Recipient certifies that the project will meet all Americans with Disabilities Act requirements as set forth in 49 CFR parts 27, 37, and 38.

f) By accepting the terms and conditions of this Agreement, Recipient agrees to file with the local jurisdiction a restrictive covenant on the property deed and provide a copy of the recorded document to State prior to final payment of project costs by State to Recipient.

3) Required Deliverables/Tasks and Schedule/Phased Reimbursements

a) Phase One: \$190,000 - funds available for reimbursement.

i) Phase one includes a limited amount of funding available for subrecipient payments/reimbursement for Project One - Park and Ride activities prior to the execution of FTA/ODOT grants.

ii) Subrecipients can begin incurring eligible expenses once ODOT and the subrecipient have fully executed the grant agreement. While subrecipients will be able to incur eligible expenses for all tasks listed in this agreement upon grant execution, the date funds will be available for reimbursement will be limited to the Phase one identified tasks and funding level until a grant amendment is processed.

b) Phase Two: \$610,000 Funds not available until the FTA concurs in writing that the environmental review process is complete, FTA grant execution, and subgrant agreement amendment execution to release funds for reimbursement.

i) Phase two expenses can be incurred for all tasks listed in this agreement upon grant execution, the agreement will be amended to add Phase two funding upon FTA/ODOT grant execution. Once the amendment is fully executed, subrecipients will be able to request reimbursement for the tasks amended in.

c) Project One - Park and Ride 11.32.04

(1) NEPA Required Reports

(a) Completed NEPA Concurrence received on 5/29/2024 - Work was completed with local funds and will not be reimbursable through these grant funds.

(2) Acquisition of land for future park and ride

- Project Start Date 1/2/2025

- RFP/IFB Issue Date 1/10/2025

- Contract Award Date 1/15/2025

- Construction start date 6/1/2025

- Construction end date 10/1/2027

- Task Completion Date 6/30/2028

(3) Project Management, Engineering and Design

- Project Start Date 11/1/2024 - Work was completed with local funds and will not be

reimbursable through these grant funds.

- *RFP/IFB Issue Date 11/1/2024 - Work was completed with local funds and will not be reimbursable through these grant funds.*
- *Contract Award Date 1/1/2025*
- *Task start date 6/1/2025*
- *Task Completion Date 6/30/2028*

d) Project Two - Regional Transfer Facility 11.31.11

(1) NEPA Assessment Review

- *Project Start Date 9/30/2025*
- *RFP/IFB Issue Date 10/30/2025*
- *Contract Award Date 12/30/2025*
- *Assessment Review start date 12/30/2025*
- *Assessment Review end date 4/30/2026*
- *Task Completion Date 6/30/2028*

(2) Project Management, Engineering and Design

- *Project Start Date 9/30/2025*
- *RFP/IFB Issue Date 10/30/2025*
- *Contract Award Date 12/30/2025*
- *Project Management start date 12/30/2025*
- *Project Management end date 4/30/2026*
- *Task Completion Date 6/30/2028*

4) PROJECT ACCOUNTING, MATCHING FUNDING and SPENDING PLAN

a) In-kind matching funding is allowed for labor and other donated equipment, materials, and services if otherwise allowed and not used as matching funding for any other agreement or contract. In-kind contributions must be documented with the date and value of the contribution. Administration and facility contributions are documented by percentage of contribution directly attributed to the project.

b) Receipt of federal funds for construction projects requires that labor must be paid at the prevailing wage as prescribed by the Davis-Bacon Act.

c) Purchases or charges that are otherwise paid for in other agreements or contracts are excluded.

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

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

i) In-Kind/Volunteer

ii) 2 CFR Part 200.306 provides that a subrecipient may provide in-kind contributions toward the local share provided the subrecipient formally documents the value of each non-cash share, and if this value represents a cost that would otherwise be eligible under the project. The net project cost of the project for which the donated goods, service, or property is credited must include the value of any in-kind contributions in the net project cost of that project to the extent it is used as local match.

5) REPORTING and INVOICING REQUIREMENTS

a) Recipient will provide reporting information as prescribed by State on structure(s) constructed and any purchased items to place the facility into service under this Agreement as long as they remain in use for public transportation service. All transit facilities constructed subject to this Agreement shall be included in Recipient's Transit Asset Management reporting to State. Procurement and construction files must be retained by Recipient for as long as the structure(s) remain in use, plus three years after disposal.

b) Recipient will request reimbursement for covered expenses incurred during each period as prescribed by State. Copies of invoices must be submitted for all vendor charges. In-house charges must be documented showing time specifically associated with the project. In addition, Recipient must submit a cover letter or summary of the total expenses for work performed with each reimbursement request. Site visits or photographs of construction progress are required in order to receive final reimbursement for project deliverables.

c) Vendor invoices must be attached and contain the following information

i) Be legible

ii) Match the amount requested for reimbursement

iii) Include a description of the service (hours, rate, quantity of service)

iv) Include the date(s) of the service

v) Include the agency providing the service

vi) Subrecipients should not attach invoices that are not directly related to the expenses that are requested on the reimbursement request document.

EXHIBIT B

FINANCIAL INFORMATION

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

This Agreement is financed by the funding source indicated below:

Federal Program 49 U.S.C. Section 5339	Federal Funding Agency U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	CFDA Number 20.526 (5339)	Total Federal Funding \$800,000.00
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Administered By Public Transportation Division 355 Capitol Street NE, MS 11 Salem, OR 97301

DRAFT

EXHIBIT C

Subagreement Insurance Requirements

1. GENERAL.

1. a. GENERAL REQUIREMENTS

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

2. TYPES AND AMOUNTS.

a. WORKERS COMPENSATION.

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

b. COMMERCIAL GENERAL LIABILITY.

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

Amounts below are a minimum requirement as determined by State:

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

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

c. AUTOMOBILE LIABILITY.

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

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

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

d. EXCESS/UMBRELLA LIABILITY.

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

e. ADDITIONAL INSURED.

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

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

f. "TAIL" COVERAGE.

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

3. NOTICE OF CANCELLATION OR CHANGE.

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

4. CERTIFICATE(S) OF INSURANCE.

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

Recipient Insurance Requirements

1. GENERAL.

a. GENERAL REQUIREMENTS

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

b. INSURANCE REQUIREMENT REVIEW.

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

2. TYPES AND AMOUNTS.

a. WORKERS COMPENSATION.

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

b. COMMERCIAL GENERAL LIABILITY.

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

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

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

c. AUTOMOBILE LIABILITY.

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

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

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

d. EXCESS/UMBRELLA LIABILITY.

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

e. ADDITIONAL INSURED.

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

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

f. WAIVER OF SUBROGATION.

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

g. CONTINUOUS CLAIMS MADE COVERAGE:

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

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

3. NOTICE OF CANCELLATION OR CHANGE.

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

4. CERTIFICATE(S) AND PROOF OF INSURANCE.

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

5. STATE ACCEPTANCE.

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

DRAFT

EXHIBIT D

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

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

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

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

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

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

5. Recipient must include the following language in each subagreement Recipient signs with a subcontractor or subrecipient:

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

6. Recipient and contractors receiving in excess of \$100,000 in federal funds, other than Indian tribes, must certify to State that they have not and will not use federal funds to pay for influencing or attempting to influence an officer or employee of any federal department or Agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any federal grant, cooperative agreement or any other federal award. If non-federal funds have been used to support lobbying activities in connection with the Project, Recipient shall complete Standard Form LLL, Disclosure Form to Report Lobbying and submit the form to State at the end of each calendar quarter in which there occurs an event that requires disclosure. Restrictions on lobbying do not apply to influencing policy decisions. Examples of prohibited activities include seeking support for a particular application or bid and seeking a congressional earmark.

Agreement 35690 for signature and completion in OPTIS

Final Audit Report

2025-01-16

Created:	2025-01-16 (Pacific Standard Time)
By:	Laurel MOULTON (Whitney.MOULTON@odot.oregon.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIgrLicSo90C1v7RdcrrkMSsDTV2CtGJg

"Agreement 35690 for signature and completion in OPTIS" History

-  Document created by Laurel MOULTON (Whitney.MOULTON@odot.oregon.gov)
2025-01-16 - 8:36:48 AM PST- IP address: 167.131.0.194
-  Document emailed to Vanessa VISSAR (Vanessa.VISSAR@odot.oregon.gov) for signature
2025-01-16 - 8:41:06 AM PST
-  Email sent to ptdtransitops@odot.oregon.gov bounced and could not be delivered
2025-01-16 - 8:41:32 AM PST
-  Email viewed by Vanessa VISSAR (Vanessa.VISSAR@odot.oregon.gov)
2025-01-16 - 12:03:59 PM PST- IP address: 104.47.65.254
-  Document e-signed by Vanessa VISSAR (Vanessa.VISSAR@odot.oregon.gov)
Signature Date: 2025-01-16 - 12:04:10 PM PST - Time Source: server- IP address: 167.131.0.194
-  Agreement completed.
2025-01-16 - 12:04:10 PM PST



Memo

To: HRCTD - BOARD OF DIRECTORS
From: Amy Schlappi, Executive Director
Date: November 19, 2025
Re: Hood River Valley Parks & Recreation – CAT IGA

Overview

CAT and Hood River Valley Parks and Recreation (HRVPRD) staff over the past several months have worked together with ODOT staff to understand if there is a way that CAT could act as a pass-through agency to distribute funds from ODOT to HRVPRD for the Community Pathways Grant. The purpose of this discussion is for Board Members to review a draft Intergovernmental Agreement (IGA) between CAT and the Hood River Valley Parks & Recreation District (HRVPRD) and provide staff with guidance on key elements. CAT staff will bring guidance back to HRVPRD and legal counsel for refinement before final IGA adoption at a future Board meeting.

Background

In 2022, HRVPRD contacted the Oregon Department of Transportation (ODOT) to determine whether the Community Pathways Grant could be used for land acquisition, as HRVPRD was exploring the purchase of property to complete the final section of the Indian Creek Trail. ODOT staff confirmed that the grant could support this type of project. Based on that confirmation, HRVPRD completed the pre-application process and received approval from ODOT to proceed.

Following this approval, HRVPRD entered into a purchase agreement with the property owner. In July 2023, HRVPRD was awarded the grant, and the formal grant contract was delivered in February 2024. Upon review of the funding agreement, it was discovered that the federal funds attached to this grant could not be used for property acquisition.

ODOT has acknowledged its staff oversight in approving the project to proceed after the pre-application stage and has agreed to distribute \$50,000 of which HRVPRD would receive \$47,500 for legal fees and CAT \$2,500 for administrative fees. However, due to ODOT's funding constraints, reimbursement can only be issued to an agency with an active ODOT agreement. ODOT therefore suggested that HRVPRD partner with an agency currently under contract with ODOT to receive the funds on their behalf and subsequently transfer the funds to HRVPRD.



CAT was approached to serve in this pass-through capacity, as CAT currently holds an active contract with ODOT.

Since receiving the request, CAT staff have been working with ODOT, consulting with CAT's legal counsel, and reviewing the proposal with Emily Beckett, CAT's contracted accountant.

Key elements of the IGA the Board should be aware of and discuss:

1. *Passthrough Agency*

With this IGA CAT will become a pass-through agency to give funds from ODOT to HRVPRD. Is the Board okay with this?

2. *Loss of interest in revenue*

Since CAT will be paying local funds to HRVPRD and receiving reimbursement-based funds from ODOT, CAT may forfeit approximately \$200 per month in interest revenue from the local funds.

Options:

- Use the administrative fee to cover any lost interest revenue.
- Update IGA to include provision where payment will not be made until ODOT reimbursement is received which would likely be April 2026.

3. *Confirm CAT receives these funds and can process them to HRVPRD*

Since with this IGA CAT would be passing funds from ODOT to HRVPRD, how would the Board like confirmation from ODOT that CAT is approved to release these funds to HRVPRD?

Options:

- Leave IGA as is and depend on executed amendment from ODOT to officially document the approval from ODOT for CAT to pass-through funds.
- Depend on executed amendment from ODOT to officially document the approval from ODOT for CAT to pass-through funds. Add to IGA that funds cannot be processed until ODOT amendment has been executed and ODOT confirms CAT can process these funds through email.

4. *Termination*

One thing that is not yet included in the IGA is what happens if for some reason ODOT requests CAT to return or repay the funds that were provided to HRVPRD. Would the Board like to require HRVPRD to be fully responsible for reimbursing CAT in the same amount?

Action Required

No action is required at this time. Staff request that the Board discuss the IGA and ensure that the Board has all the information they need. An updated IGA will be brought to the Board at the December meeting for consideration.

Attachments:

Hood River Valley Parks & Recreation – CAT IGA

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (hereinafter "Agreement") is made and entered into on this _____ of _____, 2025, by and between Hood River County Transportation District dba Columbia Area Transit (hereinafter "CAT"), a transit agency located in Hood River, Oregon, and the Hood River Valley Parks and Recreation District (hereinafter "HRVPRD"), an Oregon municipal corporation, referred to individually as "Party" and collectively as "Parties".

RECITALS:

WHEREAS; the above named Parties have the authority under ORS 190.010 et seq., to enter into intergovernmental agreements for the performance of functions and activities by each party;

WHEREAS: HRVPRD manages the 3.5-mile Indian Creek Trail that stretches from a few blocks above downtown Hood River to Barrett Park, which is bisected by a 1,200-foot missing link through private property. In August 2022, HRVPRD inquired with ODOT to see if the Community Pathways Grant would fund land acquisition to purchase the property and develop the last section of the trail. ODOT Staff confirmed that the project was a good candidate for the grant. HRVPRD submitted a pre-application for the grant, stating the intent to use the funds to purchase the property to secure right-of-way access. The pre-application was approved to move forward by ODOT staff, and the grant would take a year to complete, apply for, and get funded. Based on the ODOT pre-approval and the grant requirement that HRVPRD must demonstrate the right to purchase the property, HRVPRD entered into an option to purchase agreement with the property owner, whereby they agreed to take the property off the market and not sell it for \$30,000 per year, paid in quarterly installments. HRVPRD was successfully awarded the grant in July 2023. However, when the contract to accept the grant was finally delivered in February 2024, it was discovered that, under the rules accompanying the federal funds in the grant, the funds could not be used to purchase the property. ODOT understood that this was a staff oversight and agreed to reimburse HRVPRD for the \$50,000 in payments made by HRVPRD pursuant to the option to purchase agreement for the property;

WHEREAS: Due to ODOT's funding constraints, they may only process a payment to an agency with a current contract with them. ODOT suggested that HRVPRD work with an agency that has a current contract with them, and is eligible to receive the payment from them, then such agency will pay HRVPRD with local funds;

WHEREAS: CAT has applied for and was awarded a POSS grant (ODOT agreement #35648) to operate the Gorge-To-Mountain Express service. ODOT is extending the project and adding \$50,000 for operations; and

WHEREAS: the Parties desire to process ODOT's \$50,000 payment from ODOT to HRVPRD through CAT, thereby providing HRVPRD with the intended reimbursement for expenses incurred when applying for the ODOT Community Pathways Grant.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

Section 1: Purpose

CAT will receive the \$50,000 from ODOT and pass through those funds from ODOT to HRVPRD for the Oregon Community Paths project as approved by ODOT.

Section 2: Term

This Agreement shall be effective upon the date it is mutually executed by the Parties ("Effective Date"). This Agreement shall remain in effect until all Parties' obligations are fully completed, unless terminated as provided in Section 8.

Section 3: Roles and Responsibilities

a) CAT shall:

- i. *Sign ODOT Agreement # 35648 Amendment which extends the POSS Grant project, and adds \$50,000 in payments for operations thereunder.*
- ii. *Retain \$2,500 as an administrative fee to offset administrative expenses in accepting the additional \$50,000 and administering payment of funds to HRVPRD.*
- iii. *Render payment to HRVPRD in the amount of \$47,500 within 30 days of receipt of an invoice from HRVPRD to CAT and amendment for ODOT Agreement #35648 has been executed*

b) HRVPRD shall:

- i. *Cooperate with CAT in receipt and distribution of the funds which are the subject of this Agreement.*
- ii. *Invoice CAT for \$47,500 for the Oregon Community Paths project.*
- iii. *Provide documentation of funds expended as required by ODOT.*

Section 4: Relationship of Parties

This Agreement does not create a partnership, joint venture, or contract for services

between the Parties. Nothing in this Agreement is to be interpreted as creating or constituting an agency relationship between the Parties. Each Party remains separate and neither assumes the debts or obligations of the other by entering into this Agreement.

Section 5: No Third Party Beneficiaries

The signatories to this Agreement are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, or is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such persons are individually identified by name herein.

Section 6: Insurance

Each Party agrees to maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.269 to 30.274.

Section 7: Indemnification

- a) Each Party shall be responsible for its own acts and omissions and the acts and omissions of its employees, officers, elected and appointed officials, agents, and subcontractors.
- b) Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each Party agrees to hold harmless, defend, and indemnify each other, including each other's officers, elected and appointed officials, agents, employees, and volunteers from and against all claims, demands, penalties, actions and suits (including the cost of defense thereof and all attorney fees and costs, through all appeals) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the acts or omissions of that Party, or its officers, elected or appointed officials, employees, volunteers or agents, including any contractors hired or used by the indemnitor.

Section 8: Termination

This Agreement shall remain in effect until all Parties' obligations are fully completed, or until otherwise terminated by the Parties as provided in this Section. Termination of this Agreement may be made by mutual consent of the Parties in writing and shall not affect the duties and obligations of the parties that occurred prior to the termination (including any bond, loan or other repayment obligations). Either Party may terminate this Agreement

without cause by providing 30 days written notice from the Party desiring termination to the other Party.

Section 9: Severability

If any section, clause or phrase of this Agreement is judicially deemed invalid, illegal or unenforceable in any respect, the remaining parts of this Agreement shall be severed from the invalid parts and remain in full force and effect.

Section 10: Amendments

Any modifications to this Agreement must be made in writing and executed by both Parties.

Section 11: Dispute Resolution

Any disputes arising under this Agreement shall first be addressed through good faith negotiations between the Parties. If unable to resolve through negotiation, the Parties agree to submit to mediation before pursuing any legal action.

Section 12: Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

Section 13: No Waiver

No waiver of any provisions of this Agreement shall be deemed to constitute a waiver of any other provision of the Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

Section 14: Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 15: Entire Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, understandings, or negotiations, whether written or oral.

[Remainder of this page is intentionally left blank; signatures are on the following page.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date last above below.

For the Hood River County Transportation District:

_____ Date: _____

Amy Schlappi, Executive Director

For the Hood River Valley Parks & Recreation District:

_____ Date: _____

Mark Hickok, Executive Director

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October 2025 Operations Report

Safety Scores				
Category	October 2025	September 2025	August 2025	July 2025
Overall Safety Score	99	99	99	98
Crashes	1	0	0	1
Harsh Events	1	0	2	0
% Speed - Moderate	%.2	%.4	%.2	%.5
% Speed- Heavy	%.003	%.01	%.003	%.02
% Speed - Severe	%.005	%.006	%.1	%.007

- Safety Score stayed the same with improved speed but one minor accident.
- The percentage of over speed limit is defined by the percentage of drive time where speeding occurred.
- In October, fuel costs stayed the same.

Operations Data				
Category	October 2025	September 2025	August 2025	July 2025
Fixed OTP	88.1%			
DAR OTP	96.94%	96.88%	93.74%	95.5%
Vehicle Hours Driven	1086	1127	1239	1123
Vehicle Miles Driven	35,013	35,320	34,593	34,339
Fuel Cost	\$14,464.47	\$14,413.03	\$13,815.72	\$21,117.06
Fuel Cost per Mile	\$.41	\$.41	\$.40	\$.61
Category	October 2025	September 2025	August 2025	July 2025
Formal Customer Complaints	2	3	6	0
Vehicle Incidents	1	1	0	3
Customer Incidents	5	2	4	3
Vandalism	1	0	0	0

- **Formal Complaints:**

- A customer called to complain that he missed the CGE bus because of the change in schedules. He was advised to sign up for text alerts or check the web site for any changes.
- At Carson Fuel, a driver from another company called to complain that one of our drivers took the pump from his truck once it had finished and started to fuel a CAT bus. He also stated that he thought our driver had entered his cab and gone through a bag. He backed off his claim when he was told there were cameras on the buses. Our driver stated that he felt threatened as the man was very angry. He called the company listed on the truck to report the incident. No additional action was taken.

- **Vehicle Incidents:**

- At the 11th & Pine St bus stop, the Hood River City bus clipped the rear bumper on a parked car ripping the front bumper off. An accident report and police report were made, and insurance was contacted. A request has been submitted to the City of Hood River to lengthen the stop as it is very hard to access the curb when cars are parked behind the bus stop. The request has been denied; staff will continue to work with City of Hood River staff to address safety concerns at this stop. In the meantime, drivers have been directed to not pull into the stop when a car is parked behind the bus stop.

- **Customer Incidents:**

- A customer made a complaint about a man exposing himself on the Hood River City bus, close to a juvenile girl. Video was examined and it was determined that we were unable to verify the occurrence or identify the man in question. Staff recommended that juvenile girl and family reach out to the police to file a report. No further action was taken.
- Two separate instances of passengers with unusually strong odor/hygiene problems were reported by drivers. In both cases the passengers were never seen again.
- A frequent customer became hysterical at Gateway when denied a ride because of no fare. Customer left the bus on their own.
- A frequent rider was using very abusive language to the driver, a common occurrence with this person. She has since been told that this behavior will not be tolerated. No further incidents.

- **Vandalism:**

- The soap dispenser in the public bathroom was stolen. It was replaced the following week.

- **Harsh Events / Distracted Driving:**

- One harsh turn. Driver was coached by Field Supervisor.

EMPLOYEE OF THE MONTH:

Dennis Bloom



Dennis has been with CAT for several years and is a solid reliable driver and trainer. He has been extremely dependable and invaluable to CAT.

Ridership													
	OCT. 24	NOV. 24	DEC. 24	JAN. 25	FEB. 25	MAR. 25	APR. 25	MAY. 25	JUN. 25	JUL. 25	AUG. 25	SEP. 25	OCT. 25
Dial-A-Ride	443	336	352	363	313	370	405	410	457	470	550	569	613
Upper Valley	450	321	263	246	142	220	279	307	243	307	268	232	292
Hood River City	1899	1557	1822	1819	1662	1866	1746	2156	2175	2312	2083	1886	1568
Columbia Gorge Express	3487	2788	2548	2746	2426	3223	3184	3698	4227	5158	5805	3884	3309
Gorge to Mountain	0	0	1202	2905	2885	2133	0	0	0	0	0	0	0
Dog Mountain	0	0	0	0	0	0	289	4564	498	0	0	0	0
White Salmon Wknd	0	0	0	0	0	0	0	0	24	93	121	41	0
Total	6279	5002	6187	8079	7428	7812	5903	11135	7624	8340	8827	6612	5782
% Change Compared to Prev Month	-25%	-8%	-20%	24%	31%	6%	-24%	89%	-32%	9%	6%	-25%	-13%
% Change Compared to Same Month Previous Year	10%	3%	2%	10%	42%	7%	4%	11%	-6%	3%	-3%	-3%	-8%

Hours of Service													
	OCT. 24	NOV. 24	DEC. 24	JAN. 25	FEB. 25	MAR. 25	APR. 25	MAY. 25	JUN. 25	JUL. 25	AUG. 25	SEPT. 25	OCT. 25
Dial-A-Ride	207	180	189	219	171	189	207	264	252	264	252	252	276
Upper Valley	161	140	137	121	92	110	116	116	110	116	110	123	121
Hood River City	339	314	325	339	302	334	327	336	325	336	334	323	338
Columbia Gorge Express	503	470	486	506	438	506	490	506	490	506	506	490	506
Gorge to Mountain	0	0	114	370	308	320	0	0	0	0	0	0	0
Dog Mountain	0	0	0	0	0	0	55	183.3	92	0	0	0	0
White Salmon Wknd	0	0	0	0	0	0	0	0	24	54	60	18	0
Total	1210	1104	1251	1555	1311	1459	1195	1405	1293	1276	1262	1206	1241

Boardings Per Hour													
	OCT. 24	NOV. 24	DEC. 24	JAN. 25	FEB. 25	MAR. 25	APR. 25	MAY. 25	JUN. 25	JUL. 25	AUG. 25	SEPT. 25	OCT. 25
Dial-A-Ride	2.14	1.62	1.96	1.92	1.43	2.16	2.14	1.98	1.81	1.87	2.08	2.26	2.22
Upper Valley	2.80	1.99	1.88	1.80	1.17	2.39	2.54	2.65	2.21	2.79	2.31	1.89	2.41
Hood River City	5.60	4.59	5.80	5.60	4.90	6.18	5.23	6.59	6.69	7.11	6.20	5.84	4.64
Columbia Gorge Express	6.93	5.54	5.42	5.65	4.79	7.36	6.29	7.55	8.63	10.53	11.47	7.93	6.54
Gorge to Mountain	0.00	0.00	0.00	25.48	7.80	6.93	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Dog Mountain	0.00	0.00	0.00	0.00	0.00	0.00	0.00	82.98	5.41	0.00	0.00	0.00	0.00
White Salmon Wknd	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	3.88	2.24	2.28	0.00
Total	5.19	4.13	5.60	6.46	4.78	5.96	4.05	9.32	5.90	6.45	6.92	5.48	4.66