BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON

Wednesday, August 24, 2016
10:00 a.m. - Room 308

BOARD MEETING AGENDA

CALL TO ORDER/FLAG SALUTE

MINUTES:

- Minutes, August 17, 2016 Board meeting;
- Minutes, August 17, 2016 Staff meeting.

VISITOR COMMENTS - 5 MINUTE LIMIT

CONSENT AGENDA:

(A) Ratify the Select to Pay for week of 8/22/16.

(B) Ratify Partition Plat for OHM Equity Partners.

(C) Marijuana Tax Measure Explanatory Statement.

AGREEMENTS/CONTRACTS/AMENDMENTS:

(D) Personal Services Contract with Lower Columbia Engineering for Architectural and Engineering Services for Rainier Transit Center.

(E) Public Event Permit and Indemnity Agreement for the Hood-to-Coast/Portland Relays.

(F) Amendment #12 to the Personal Services Contract with Community Action Team, Inc. for Veterans Services.

(G) Lease Agreement with Verizon Wireless for Cellular Antenna and Equipment on Courthouse Facilities.

(H) Memorandum of Lease Agreement with Verizon Wireless and authorize Chair to sign.

(I) Gas Pipeline Easement in Gross with Northwest Natural Gas Company for a Gas Line at the Courthouse.

(J) Utility Easement Agreement with Columbia River People's Utility District for Electrical Power Lines at the Courthouse.

DISCUSSION ITEMS:

- DEQ Grant Agreement for Solid Waste Management Plan Update.

COMMISSIONER HYDE COMMENTS:

COMMISSIONER HEIMULLER COMMENTS:

COMMISSIONER FISHER COMMENTS:

EXECUTIVE SESSION:

Pursuant to ORS 192.640(1), the Board of County Commissioners reserves the right to consider and discuss, in either open session or Executive Session, additional subjects which may arise after the agenda is published.

Notice of Measure Election

County

SEL 801

rev 01/16: ORS 250.035, 250.041, 250.175, 254.103, 254.465

Notice

Date of Notice	Name of County or Counties	Date of Election
August 24, 2016	Columbia County	November 8, 2016

Final Ballot Title The following is the final ballot title of the measure to be submitted to the county's voters. The ballot title notice has been published and the ballot title challenge process has been completed.

Caption 10 words which reasonably identifies the subject of the measure.

Imposes county tax on the retail sale of marijuana items

Question 20 words which plainly phrases the chief purpose of the measure.

Shall Columbia County impose a three percent (3%) tax on the retail sale of marijuana items in unincorporated Columbia County?

Summary 175 words which concisely and impartially summarizes the measure and its major effect.

Under state law, a county governing body may adopt an ordinance to be referred to the voters imposing up to a three percent tax or fee on the retail sale of marijuana items in unincorporated areas of the county by a state licensed marijuana retailer.

If this measure is adopted, it would approve Columbia County Ordinance No. 2016-3, which imposes a three percent (3%) tax on the retail sale of marijuana items in the unincorporated area of the county by a state licensed marijuana retailer. The marijuana retailer will collect the tax at the point of sale and remit the tax collected to the County. The ordinance also provides for the collection, administration and enforcement of the tax. If the measure is adopted, the ordinance will be effective January 1, 2017.

Explanatory Statement 500 words that impartially explains the measure and its effect.

If the county is producing a voters' pamphlet an explanatory statement must be drafted and attached to this form for:
→ any measure referred by the county governing body; **or**
→ any initiative or referendum, if required by local ordinance.

Explanatory Statement Attached? ☒ Yes ☐ No

Authorized County Official Not required to be notarized.

Name	Title
Anthony Hyde	Chair, Board of County Commissioners
Mailing Address	**Contact Phone**
230 Strand St., St. Helens, OR 97051	(503) 397-3839

By signing this document:
→ I hereby state that I am authorized by the county to submit this Notice of Measure Election; **and**
→ I certify that notice of receipt of ballot title has been published and the ballot title challenge process for this measure completed.

Signature	Date Signed

EXPLANATORY STATEMENT

Approval of this measure would adopt Ordinance No. 2016-3, which imposes a three percent tax on the sale of recreational marijuana items by a marijuana retailer within the unincorporated area of Columbia County. Ordinance No. 2016-3 is available at the Columbia County Board of Commissioners' Office.

If this measure is approved, revenue from the tax will go into the County's General Fund, which pays for services that could be potentially impacted by marijuana sales and usage such as County code enforcement, law enforcement, and public health and safety services.

Under Measure 91, adopted by Oregon voters in November 2014, codified in ORS chapter 475B and amended by the Legislature in 2015 and 2016, the Oregon Liquor Control Commission must license the retail sale of recreational marijuana. ORS 475B.345 provides that a county governing body may adopt an ordinance imposing up to a three percent tax on the sale of marijuana items (which include marijuana concentrates, extracts, edibles, and other products intended for human consumption and use) by retail licensees in the unincorporated areas of the County, but the Ordinance must be referred to the county voters at a statewide general election. If the measure is approved by the voters, the Ordinance imposing a three percent tax on the sale of marijuana items by a retail licensee in the unincorporated areas of the county will be adopted. The tax does not apply to medical marijuana. The tax will become effective January 1, 2017.

PERSONAL SERVICES CONTRACT (ORS Chapter 279C)
(Architectural, Engineering, Land Surveying and Related Services)

By and between COLUMBIA COUNTY and
LOWER COLUMBIA ENGINEERING

This Agreement is made and entered into by and between COLUMBIA COUNTY, a political subdivision of the State of Oregon, hereinafter referred to as "County", and LOWER COLUMBIA ENGINEERING, hereinafter referred to as "Contractor".

WITNESSETH:

IT IS HEREBY AGREED by and between the parties above-mentioned, in consideration of the mutual promises hereinafter stated, as follows:

1. Effective Date. This Agreement is effective when signed by both parties.

2. Completion Date. The completion date for this Agreement shall be no later than December 31, 2017, unless sooner terminated as provided herein.

3. Contractor's Services. Contractor agrees to provide the services described in the Contractor's Proposal, which is attached hereto as Exhibit A and incorporated herein by this reference, and the Request for Proposals, which is attached hereto as Exhibit B and incorporated herein by this reference. Furthermore, additional terms and conditions apply to this Agreement because this project is funded by State and Federal Grants. Accordingly, Contractor agrees to the additional terms and conditions in Exhibit C, FTA Provisions, and Exhibit D, Connect Oregon V Grant Agreement No. 30620, both of which are attached hereto and incorporated herein by this reference. In case of conflict between this Agreement and its exhibits, Exhibit C shall control, followed by Exhibit D, this Agreement, the Request for Proposals and Contractor's Proposal, in that order.

4. Consideration. County shall pay Contractor on a fee-for-service basis according to Contractor's 2016 Service Rates, as set forth in Exhibit A, an amount not to exceed $50,000.00, said amount to be the complete compensation to Contractor for the services performed under this Agreement. This fee shall include all expenses. Unless otherwise agreed to in writing by the parties, payment shall be made monthly based on invoices submitted by Contractor. This Agreement is subject to the appropriation of funds by County, and/or the receipt of funds from state and federal sources. In the event sufficient funds shall not be appropriated, and/or received, by County for the payment of consideration required to be paid under this Agreement, then County may terminate this Agreement in accordance with Section 16 of this Agreement.

5. Contract Representatives. Contract representatives for this Agreement shall be:

FOR COUNTY	FOR CONTRACTOR
Casey Garrett, Facilities Manager	Andrew Niemi
Columbia County	Lower Columbia Engineering

230 Strand St. St. Helens, OR 97051 (503) 397-7213	5860 McNulty Way St. Helens, OR 97051 (503) 366-0399

All correspondence shall be sent to the above addressees when written notification is necessary. Contract representatives can be changed by providing written notice to the other party at the address listed.

6. Permits - Licenses. Unless otherwise specified, Contractor shall procure all permits and licenses, pay all charges and fees and give all notices necessary for performance of this Agreement prior to commencement of work.

7. Compliance with Codes and Standards. It shall be the Contractor's responsibility to demonstrate compliance with all applicable building, health and sanitation laws and codes, and with all other applicable Federal, State and local acts, statutes, ordinances, regulations, provisions and rules. Contractor shall engage in no activity which creates an actual conflict of interest or violates the Code of Ethics as provided by ORS Chapter 244, or which would create a conflict or violation if Contractor were a public official as defined in ORS 244.020.

8. Reports. Contractor shall provide County with periodic reports about the progress of the project at the frequency and with the information as prescribed by the County.

9. Independent Contractor. Contractor is engaged hereby as an independent contractor and shall not be considered an employee, agent, partner, joint venturer or representative of County for any purpose whatsoever. County does not have the right of direction or control over the manner in which Contractor delivers services under this Agreement and does not exercise any control over the activities of the Contractor, except that the services must be performed in a manner that is consistent with the terms of this Agreement. County shall have no obligation with respect to Contractor's debts or any other liabilities of Contractor. Contractor shall be responsible for furnishing all equipment necessary for the performance of the services required herein. In addition:

   A. Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Agreement.

   B. This Agreement is not intended to entitle Contractor to any benefits generally granted to County employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Agreement to the Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, social security, workers' compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Public Employees Retirement System).

   C. The Contractor is an independent contractor for purposes of the Oregon workers' compensation law (ORS Chapter 656) and is solely liable for any workers'

compensation coverage under this Agreement. If the Contractor has the assistance of other persons in the performance of the Agreement, the Contractor shall qualify and remain qualified for the term of this Agreement as a carrier-insured or self-insured employer under ORS 656.407. Employer's liability insurance with coverage limits of not less than $500,000 must be included. If the Contractor performs this Agreement without the assistance of any other person, unless otherwise agreed to by the parties, Contractor shall apply for and obtain workers' compensation insurance for himself or herself as a sole proprietor under ORS 656.128.

10. Statutory Provisions. Pursuant to the requirements of ORS 279C.500 through 279C.530, and Article XI, Section 10 of the Oregon Constitution, the following terms and conditions are made a part of this Agreement:

A. Contractor shall:

(1) Make payment promptly, as due, to all persons supplying to Contractor labor or material for the performance of the work provided for in this Agreement. [ORS 279C.505 (1)(a)]

(2) Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or any subcontractor incurred in the performance of this Agreement. [ORS 279C.505 (1)(b)]

(3) Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished. [ORS 279C.505 (1)(c)]

(4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167. [ORS 279C.505 (1)(d)]

(5) Demonstrate that an employee drug testing program is in place. [ORS 279C.505 (2)]

B. If Contractor fails, neglects or refuses to pay promptly a person's claim for labor or services that the person provides to Contractor or a subcontractor in connection with this Agreement as the claim becomes due, the proper officer that represents County may pay the amount of the claim to the person that provides the labor or services and charge the amount of the payment against funds due or to become due Contractor by reason of this Agreement. The County reserves the right to make payments directly or by multiple-payee check payments. Upon County's request, Contractor shall furnish to County the information required to facilitate such payments with each application for payment, including (1) names, addresses, and telephone numbers of persons making any such claim for labor, equipment, services or material, and (2) a complete listing of outstanding amounts owed to all such persons. [ORS 279C.515 (1)]

C. If Contractor or a first-tier subcontractor fails, neglects or refuses to pay a person

that provides labor or materials in connection with the public improvement contract within 30 days after receiving payment from the contracting agency or a contractor, the contractor or first-tier subcontractor owes the person the amount due plus interest charges that begin at the end of the 10-day period within which payment is due under ORS 279C.580 (4) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived. [ORS 279C.515 (2)]

D. If the Contractor or a subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with this Agreement, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. [ORS 279C.515 (3)]

E. The County paying a claim in the manner authorized herein shall not relieve the Contractor or the Contractor's surety from obligation with respect to an unpaid claim. [ORS 279C.515 (4)]

F. Contractor shall comply with the prohibition set forth in ORS 652.220, that compliance is a material element of the contract and that a failure to comply is a breach that entitles the contracting agency to terminate the contract for cause. [ORS 279C.520 (1)(b)]

G. Contractor may not prohibit any of contractor's employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person and may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits or other compensation with another employee or another person. [ORS 279C.520 (1)(c)]

H. Contractor and any employer under this Agreement shall give notice in writing to employees who work on this Agreement, either at the time of hire or before work begins on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week, that Contractor may require the employees to work. [ORS 279C.520 (2)]

I. Contractor shall pay Contractor's employees who work under this Agreement at least time and a half for all overtime the employees work in excess of 40 hours in any one week, except for employees under a personal services public contract who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime. [ORS 279C.520 (3)]

J. Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness and injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that Contractor collects or deducts from the wages of employees under any law, contract or agreement for the purpose of providing or

paying for such services. [ORS 279C.530 (1)]

K. All subject employers working under this Agreement, including Contractor, shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers that are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements. [ORS 279C.530 (2)

L. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.

11. Non-Discrimination. Contractor agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, handicap or age, suffer discrimination in the performance of this Agreement when employed by Contractor. Contractor certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business enterprise that is certified under ORS 200.055 in awarding a subcontract.

12. Assignment; Subcontracts. Contractor shall not assign, subcontract or delegate the responsibility for providing services hereunder to any other person, firm or corporation without the express written permission of the County, except as provided in Contractor's Proposal.

13. Nonwaiver. The failure of the County to enforce any provision of this Agreement shall not constitute a waiver by the County of that or any other provision of the Agreement.

14. Indemnity. Contractor shall indemnify, defend, save and hold harmless County and its officers, agents and employees, the State of Oregon 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, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of the officers, agents, employees or subcontractor of Contractor ("Claims"). It is the specific intention of the Parties that County and State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of County or State, be indemnified by the contractor and subcontractor from and against any and all claims.

Neither Contractor, subcontractor, nor any attorney engaged by Contractor or subcontractor, shall defend any claim in the name of the State of Oregon 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 of Oregon may, at any time at its election, assume its own defense and settlement in the event that it determines that Contractor is prohibited from defending the State of Oregon, or that Contractor is not adequately defending the State of Oregon's

interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Contractor if the State of Oregon elects to assume its own defense.

15. Insurance. For the duration of the Contract, Contractor shall, at its own expense, purchase and maintain from a company or companies licensed to do business in the State of Oregon, the following insurance with limits not less than those indicated, or greater if required by law:

A. Workers' compensation and employer's liability insurance meeting statutory limits mandated by state and federal laws. Employer's liability insurance with coverage limits of not less than $500,000 must be included.

B. Commercial General Liability Insurance covering bodily injury, death, and property damage in the amount of $2,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence). This insurance shall include personal injury liability, products and completed operations.

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in an amount of not less than $2,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

D. Professional liability insurance covering claims made at any time prior, during or subsequent to the completion of the Architect's services with a limit of not less than $2,000,000.

E. The Commercial General Liability Insurance and the Automobile Liability Insurance must include Columbia County, its officers, agents and employees, and ODOT, its officers, agents and employees as Additional Insureds.

F. If any of the required insurance policies is on a "claims made" basis, such as professional 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 contract, for a minimum of twenty-four (24) months following the later of: (i) the contractor's completion and County's acceptance of all services required under the contract, or (ii) the expiration of all warranty periods provided under the contract. 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 ODOT may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If ODOT approval is granted, the contractor shall maintain "tail" coverage for the maximum time that "tail" coverage is reasonably available in the marketplace.

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

H. Contractor shall provide certificate(s) of insurance for all required insurance before the contractor performs under the contract. The certificate(s) shall be accompanied by an Additional Insured Endorsement naming Columbia County, its officers, agents and employees and ODOT, its officers, agents and employees as additional insureds. For insurance on a "claims made" basis, the certificate(s) of insurance shall specify the extended reporting period applicable to "tail" or continuous "claims made" coverage.

I. The insurance requirements herein supersede those in any attached exhibit.

16. Termination. This Agreement may be terminated at any time in whole or in part by mutual consent of both parties, or by either party, with or without cause, upon thirty (30) days advance written notice delivered by registered or certified mail, or in person, to the other party. The County may terminate this Agreement, effective upon delivery of written notice to Contractor, or at such later date as may be established by the County under the following conditions:

A. If Contractor fails to perform the work in a manner satisfactory to County.

B. If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.

C. If funding becomes inadequate to allow the work to continue in accordance with the project schedule.

In case of termination, Contractor shall be required to repay to County the amount of any funds advanced to Contractor which Contractor has not earned or expended through the provision of services in accordance with this Agreement. However, Contractor shall be entitled to retain all costs incurred and fees earned by Contractor prior to that termination date, and any amounts remaining due shall be paid by County not to exceed the maximum amount stated above and decreased by any additional costs incurred by County to correct the work performed.

The rights and remedies of the County related to any breach of this Agreement by Contractor shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement. Any termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued before such termination.

17. Time of the Essence. The parties agree that time is of the essence in this Agreement.

18. Ownership of Documents. All documents of any nature and/or electronic data including, but not limited to, working papers, reports, material necessary to understand the

documents and/or data, drawings, works of art and photographs, produced, prepared and/or compiled by Contractor pursuant to this Agreement are the property of County, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to County all rights of reproduction and the copyright to all such documents. Within 90 days after the completion date of this Agreement, the Contractor shall provide to the County one reproducible set of as-built drawings which are checked and certified by the Contractor and appropriate consultants. In addition, Contractor will provide County with digital copies of AutoCAD formatted construction documents and MS Word formatted specifications in CD-ROM or other mutually agreed upon format.

19. Mediation. In the event of a dispute between the parties arising out of or relating to this Agreement, the parties agree to submit such dispute to a mediator agreed to by both parties as soon as practicable after the dispute arises, and preferably before commencement of litigation or any permitted arbitration. The parties agree to exercise their best efforts in good faith to resolve all disputes in mediation.

20. Choice of Law. This Agreement shall be governed by the laws of the State of Oregon.

21. Venue. Venue relating to this Agreement shall be in the Circuit Court of the State of Oregon for Columbia County, located in St. Helens, Oregon.

22. Attorneys' Fees. In the event an action, suit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall be responsible for its own attorneys' fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.

23. Severability. Should any provision or portion thereof of this Agreement at any time be in conflict with any law, ruling or regulation, or be unenforceable for any reason, then such provision shall continue in effect only to the extent that it remains valid. In the event any provision of this Agreement becomes less than fully operative or is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and the remaining portion of that provision and all other provisions of this Agreement shall, nevertheless, remain in full force and effect.

24. Third-Party Rights. The Oregon Department of Transportation is a third-party beneficiary to this Agreement and shall be named as an additional oblige on any of Contractor's bonds under this Agreement. Notwithstanding the foregoing, this Agreement is solely for the benefit of the parties to this Agreement. Rights and obligations established under this Agreement are not intended to benefit any person or entity not a signatory hereto.

25. ENTIRE AGREEMENT. THIS AGREEMENT (INCLUDING EXHIBIT "A") CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED

BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. CONTRACTOR, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE(S) BELOW, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

LOWER COLUMBIA ENGINEERING

By:_____
Andrew Niemi

Title:_____

Date:_____

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By:_____
Anthony Hyde, Chair

By:_____
Henry Heimuller, Commissioner

By:_____
Earl Fisher, Commissioner

Date: _____

Approved as to form

By:_____
Office of County Counsel

CCRider Rainier Transit Center Engineering and Architectural Services
Statement of Work

Civil Site Design
The following items are anticipated and included:

1. Development of preliminary Site Plan for review and discussion by team. This will include a basic layout showing the building location, parking, circulation areas, landscape beds, walkways, curbing and driveway approaches.
2. Proposed improvements for West A Street shall be assessed and taken into consideration.
3. Perform infiltration testing in the vicinity of the proposed storm water planter(s).
4. Conduct a pre-application meeting with city/county staff to discuss the project.
5. Make revisions to Site Plan based on input from team and or discussions at pre-application meeting.
6. Site Development Review process with City of Rainier (submit application and appropriate follow-up).
7. As necessary, excavate soil samples throughout site to ensure existing ground conditions are suitable for new building structure and proposed site construction.
8. Create final set of Civil Engineering Construction Documents that will include:
    a. Grading, Erosion and Sediment Control Plan per Columbia County Storm Water & Erosion Control Ordinance dated November 21st, 2001.
    b. Landscape Plan
    c. Detailed Site Plan that shows all of the items listed for Preliminary Site Plan. This plan shall include proposed elevations for key elements and reference all applicable details necessary for construction.
9. Include all necessary construction details. At a minimum, this shall include details for: pavement section, sidewalk, curbing, roof drainage, catch basins, storm water bio filtration swales, driveway approaches, water and sewer connections.
10. Include storm water report that meets the requirements of the Columbia County Storm Water & Erosion Control Ordinance dated November 21st, 2001.

Architectural & Structural
The following items are anticipated and included:

11. Develop preliminary floor plans following the program outlined in Section D, Design Approach.
12. Various building construction types will be considered and discussed. As always, a balance will need to be achieved between aesthetics, functionality, maintenance and economics. Cost estimates for the fixed costs shall be developed so that it is clear how much of the budget will remain for the building itself.
13. Multiple options will likely be developed for the building exterior based on the available construction types. Features that are deemed desirable from the Design Concept Challenge shall be incorporated. Certain other features may be eliminated that are interesting but not practical from a maintenance or budget perspective.
14. Provide required structural analysis based on code prescribed wind, seismic and gravity loading.
15. Provide required code summary and fire, life & safety analysis.
16. Develop Construction Documents based on input and comments by team members following review of the preliminary plans. At a minimum, this shall include: Demolition Plan, foundation plan, floor plan, exterior elevations, building sections, framing plans, reflected ceiling plan, ADA

details, electrical plan, mechanical plan and all notes and details required for permitting and construction.

17. Develop plans and specifications that define design/build requirements for electrical and mechanical engineering systems and any special features that are determined to be important.
18. Develop simple, accurate project specifications.
19. Develop cost estimate.
20. Incorporate value engineering, as required.
21. Prepare submittal of permit application to jurisdiction.
22. Perform plan review corrections required by the Building Department review.

Construction Administration

Lower Columbia Engineering shall provide the following Construction Administration tasks as a minimum:

23. Review of pay applications.
24. Review of product submittals and approvals. This includes the initial review/recommendation regarding all finish materials and other key items (to be passed on to CC Rider for final approval).
25. RFI's (Request for Information). These are contractor questions that come up during the construction process.
26. Review all Change Order proposals and make appropriate recommendations to CC Rider.
27. Review all shop drawings. Similar to product submittal review, this is a chance to make sure that the contractor is meeting the full intent of the design for critical components.
28. Review of deferred submittals (these are items such as manufactured roof trusses, mechanical system, ceiling systems, etc.) by contractor for review & approval during construction.
29. Address questions that arise in the field regarding site work and construction of the building. May include revised plans and/or printing of documents.
30. Address questions by the Jurisdiction, Contractor or CC Rider that arise during the construction process.
31. Participation in project meetings on an "as needed" basis.
32. Provide "Engineering Observation" of key stages in the construction process.
33. Review and approval of Special Inspection reports. (CC Rider will need to hire a Special Inspection firm for the project if they have not already).
34. Perform Final walk-through with the jurisdiction and contractor.
35. Develop punch list of remaining items to be addressed by contractor and associated follow-up.
36. Development of "As-Built" plans that document changes made during construction.
37. Provide County a digital copy of all Auto CAD plans developed for project.

Preliminary Schedule

Major Task	Estimated Timeline
Phase 1- Architectural Design Develop schematic design influenced by Design Concept Challenge	July - September 2016
Develop project schedule and budget	July 2016
Design development, identify and evaluate opportunities for implementing Value Engineering	June - September 2016
Land use applications and approvals through City of Rainier	November 2016
Working drawing including floor plans elevations, grading and drainage plans	September 2016
Substantial Completion of construction documents	September 2016 *
Prepare submittal package	November 2016
Phase 2- Release of Invitation to Bid for General Contractor	December 2016
Consult as needed in process of selecting General Contractor	December 2016 - January 2017
Phase 3- Demolition of Existing Building	March 2017
Agency approvals and permits	January 2017 - February 2017
Phase 4- Construction	March 2017 - September 2017
Coordinate with Project Manager	March - September 2017
Site inspections	March - September 2017
Project Close-out/completion	September 2017

* Grant Agreement, Exhibit A, Table 1, lists an Estimated Due Date of 6/23/16 for Final Plans/bidding engineering documents. Exhibit A, Section B states that a delay by more than ninety (90) days will require a Request for Change Order. Therefore, this Key Milestones in Table 1 should be met.

Lower Columbia Engineering

58640 McNulty Way
St. Helens, OR 97051

Phone: (503) 366-0399
www.lowercolumbiaengr.com

2016 Service Rates and Billing Procedures

Lower Columbia Engineering will gladly provide engineering services for a fixed fee or provide a not-to-exceed engineering fee for a particular project with well-defined objectives. Alternately services can be provided on a time and materials basis. Time and materials billing will be based on the following rates:

Service Rates:

1.	Project Engineer II	$125.00
2.	Project Architect	$115.00
3.	Project Manager	$110.00
4.	Project Engineer I	$110.00
5.	Engineering Technician	$90.00
6.	Project Designer II	$70.00
7.	Project Designer I	$65.00
8.	Project Drafter	$60.00
9.	Permit Technician	$55.00
10.	Project Administrator	$50.00
11.	Outside Services	Actual Cost + 10%

Reimbursable Project Expenses:

1.	36" x 48" prints	$4.00
2.	24" x 36" prints	$3.00
3.	18" x 24" prints	$2.00
4.	11" x 17" Color prints	$1.50
5.	11" x 17" prints	$ .25
6.	8 ½" x 14" prints	$ .15
7.	8 ½" x 11" prints	$ .10
8.	Mileage (per mile)	$ .50
9.	Other (postage, airfare, etc…)	Actual Cost

Billing Procedures:

Typically an invoice will be sent out towards the beginning of each month for the previous month's services. In some cases billable time may be carried over to a future invoice. Payment will be due 30 days from the invoice date. An interest rate of 1.5% per month may be charged on past due balances (18% APR).

EXHIBIT B

REQUEST FOR PROPOSALS

FOR ENGINEERING/ARCHITECTURAL SERVICES

FOR THE COLUMBIA COUNTY RIDER TRANSIT CENTER IN RAINIER, OREGON

COLUMBIA COUNTY,
OREGON

MARCH 21, 2016

EXHIBIT B

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Exhibit A – Sample Contract
Exhibit B – FTA Provisions
Exhibit C – Connect Oregon V Grant Agreement
Exhibit D – Rainier Transit Center Design Concept Challenge

EXHIBIT B

SECTION I

REQUEST FOR PROPOSALS (RFP)

Columbia County (County), by and through its public transit department Columbia County Rider (CCR or CC Rider), is requesting proposals from qualified architectural and engineering firms for architectural and engineering services for a new transit facility in the city of Rainier, Oregon. The selected architect/engineer will be expected to provide architectural and engineering services during the planning, design and construction of the project, including the creation of a site plan with landscaping, parking, and site development layout to meet City of Rainier zoning review requirements, and schematic design, design development, grading and drainage plan, and construction submittal documents and specifications.

The County will have a conceptual design, developed through the Rainier Transit Center Design Concept Challenge, a design competition involving architecture students from area schools. Information about the Challenge is attached hereto as Exhibit D and incorporated herein by this reference. The conceptual design will be further developed through the public outreach process, with which the County expects the selected proposer to be involved. While it is not expected that the successful proposer use the Design Challenge results in totality, it is expected that various concepts and elements of the Design Challenge and public outreach process will be incorporated into the selected proposer's final design.

This project will be funded, in part, by an Oregon Department of Transportation (ODOT) Multimodal Transportation Fund Program through *Connect*Oregon V lottery based funding and an ODOT 5311f Intercity Transportation grant involving Federal Transit Administration funding. This project is therefore subject to additional terms and conditions from state and federal requirements, which are attached to this RFP.

SECTION II

PROJECT OVERVIEW

Columbia County has begun the process of planning for the construction of a new transit center in Rainier, Oregon. The transit facility will include: a transfer center for passengers with an indoor waiting area; information/ticket center; breakroom/work center for transit drivers; parking for two transit vehicles of Category C standard; circular drive for ingress and egress of transit vehicles; parking for up to 15 private vehicles (park and ride); and necessary landscaping. This RFP is being issued under the authority of the Board of County Commissioners. Coordination of the selection process will be provided by Casey Garrett, Facilities Manager for Columbia County.

The proposed structure is to be constructed on a 16,553 square foot (.38 acre) parcel of land located at 207 West 'B' St (US HWY 30) in Rainier, Columbia County, Oregon. The site is fairly level and currently has a fully decommissioned gas station on the site. Although tentative, the transit center design and construction costs are estimated to be approximately $650,000 dollars.

The project will be accomplished in four phases as follows:

Phase 1: Architectural Design

- Schematic design, involving Design Concept Challenge design and

outreach process
- Project schedule and budget for each phase
- Design development/Value Engineering
- Agency approvals-Land use applications and approvals through City of Rainier
- Working drawings
- Construction documents and Specifications
- Submittal Package Preparations

Phase 2: Invitation to Bid for General Contractor

Phase 3: Demolition of Existing Building
- Agency approvals
- Demolition
- Site preparation
-

Phase 4: Construction
- Coordinate with Project Manager
- Site inspections during construction
- Close out

ESTIMATED PROJECT SCHEDULE

Proposers are advised of the following **estimated** project schedule:

Selection of Architect /Engineer	June, 20
Develop working drawings and Value Engineering	June - September, 2016
Local Land Use Applications and Approvals	September, 2016
Arrive at approvals, final plans and specifications	October - November, 2016
Release of ITB for General Contractor	December, 2016
Selection of General Contractor	January, 2017
Submittals and Permits by General Contractor	February, 2017
Begin Site Preparation	March, 2017
Completion of Project	September, 2017

SECTION III

SCOPE OF SERVICES

The selected firm shall work with the Project Manager and throughout the design and construction phases described above. It is desirable that the architectural/engineering firm have prior experience working within the framework of public improvement projects.

Phase One will include development of schematic site layout plans or placement of the transit center building, park & ride, parking and access flow plan including elevation drawings and grading and drainage plans. The transit center building drawings must include floor plans, elevation drawings, perspective drawings, and any and all other drawings and plans required for a complete construction plans and specifications set and submittal package. As discussed above, the County expects the selected proposer to consider the design developed through the Design

Concept Challenge and to be involved in the public outreach process for the final design. Phase Two includes the release of an Invitation to Bid for a General Contractor to provide materials, equipment and labor as required to complete all site work and building construction as specified in the construction documents created in Phase One. The final Phase will be the balance of the work described above, i.e., from coordinating with Project Manager, site inspections as necessary, and project close out.

The selected proposer will apply for all required planning and building permits. Applications for site and design review and building permits will be through the City of Rainier Planning Department and their representative at the Cowlitz-Wahkiakum Council of Government located in Kelso, Washington. The zoning of the property allows for the construction of a transit center.

The selected firm will meet with representatives from Columbia County Rider and the Columbia County Project Manager to gain the necessary information required to perform the "Scope of Work." The architect is expected to accessible to meet and work closely with Columbia County Rider and the County Project Manager to maximize value engineering opportunities.

SECTION IV

GENERAL INSTRUCTIONS

A. ADMINISTRATIVE INFORMATION

1. This RFP is issued under the authority of the Columbia County Board of Commissioners.

   All inquiries concerning the intent of this request, contract information or site access shall be directed to:

   Casey Garrett, Facilities Manager
   Columbia County, Oregon
   230 Strand St., St. Helens, OR 97051
   Telephone (503) 397-7213,

   or by email at:

   casey.garrett@co.columbia.or.us.

2. This request for proposals consists of the following items:

   Section I. Request for Proposals
   Section II. Project Overview
   Section III. Scope of Services
   Section IV. General Instructions
   Section V. Proposal Response
   Section VI. Evaluation and Selection
   Section VII. Federal and State Contracting Requirements
   Section VIII. Sample Contract
   Exhibits:
   - Exhibit A – Sample Contract
   - Exhibit B – FTA Contract Provisions
   - Exhibit C – Connect Oregon V Grant Agreement No. 30620
   - Exhibit D – Rainier Transit Center Design Concept Challenge Information

It is the proposer's responsibility to check the package to insure that all of these items are included. Any missing portions can be obtained from Casey Garrett at the contact information listed above.

3. It is extremely important that all portions of this Request for Proposals be completed as professionally as possible. An incomplete or uncoordinated submission will be judged as indicative of the proposer's capability and professionalism. If there are any deviations from the RFP requirements, please indicate so in writing.

4. Proposers requiring clarification of or interpretation of the RFP shall contact Casey Garrett. Proposers who find any ambiguity, inconsistency or error in the RFP are requested to notify Casey Garrett. Any such request or notice shall be made no later than 4:00 p.m., April 11, 2016. Supplements, interpretations, corrections or changes to the RFP will be made by written addendum and emailed to all who are known to have received the RFP. Supplements, interpretations, corrections or changes of the RFP made in any other manner will not be binding, and proposers shall not rely upon such supplements, interpretations, corrections or changes.

5. A list of all solicited proposers will be provided to any proposer upon receipt of written request.

B. PROCUREMENT SCHEDULE

The following scheduled is intended to provide general information about the County's RFP schedule. The County reserves the right to amend the schedule. With the exception of the deadline to submit proposals and Pre-Proposal meeting, the County will not notify Proposers of any such changes.

Issue RFP	March 21, 2016
Pre-Proposal meeting at 10:00 a.m.	April 4, 2016*
Questions/Clarifications Due	April 11, 2016
Proposals Due at 4:00 p.m.	April 28, 2016*
Proposal Opening at 10 a.m.	May 2, 2016*
Evaluation Committee Review	May 9-13, 2016
Contractor Interviews	May 23-27, 2016
Notice of Intent to Award issued	May 25, 2016
Contract Negotiations	May 25–June 8, 2016
Final Contract Signing	June 15, 2016
Notice to Proceed	July 1, 2016

With the exception of the dates marked with an asterisk (*), the dates provided are estimated and may change in the County's sole discretion. Bidders are responsible for determining all applicable deadlines.

C. MANDATORY PRE-PROPOSAL MEETING

Due to the short time frame of this RFP process, there **will be** a mandatory pre-proposal meeting held on **April 4, 2016, at 10:00 a.m**. at the following location:

CC Rider St Helens Transit Center
Conference Room
1155 Deer Island Road
St Helens, Oregon 97051

Potential firms are encouraged to visit the site on their own.

D. PROPOSAL SUBMITTAL

There are two (2) methods available for submittal of proposals. The first is that submittals can be mailed or hand delivered to:

Columbia County Transit
C/O Columbia County Commissioners Office
ATTN: Janet Wright
Room 308
230 Strand St
St Helens, Oregon 97051

The second option is to hand deliver to:

Columbia County Transit
ATTN: Janet Wright
1155 Deer Island Road
St Helens, OR 97051

Under either scenario, please submit **seven (7) copies** of the complete proposal, including any additional documents required to be submitted with the proposal. The complete proposal and any additional documents shall be enclosed in a sealed envelope or container which is clearly marked on the outside:

"ARCHITECT/ENGINEERING PROPOSAL CCRIDER
TO BE OPENED ON May 2, 2016"

and submitted to the County through one of the two methods listed above. No responsibility or liability will be attached to any County official, employee or agent for the premature opening or failure to open any proposal not marked according to these instructions.

D. SUBMITTAL DEADLINE

Proposals must be received by 4:00 p.m., April 28, 2016, at either of the two locations described above in order to be considered for purposes of evaluation and contract award.

E. PROPOSAL OPENING

All proposals received in compliance with the instructions of this RFP will be opened on May 2, 2016, at 10:00 a.m. at the CC Rider Transit Center Conference Room, 1155 Deer Island Road, St. Helens, Oregon, after which the proposals will be reviewed by the Transit Administrator as to their completeness and form. Proposals found to be in compliance with requirements set forth in this Request for Proposal will be reviewed and scored by the

Evaluation Committee the week of May 9, 2016. Proposals received after the date and time specified in Section IV, C and/or proposals which are not prepared and filed in compliance with the terms and conditions of this RFP will not be considered for evaluation or award of a contract.

F. MODIFICATION OR WITHDRAWAL OF PROPOSAL

A proposal may not be modified, withdrawn or canceled by the proposer for a ninety (90) day period following the time and date designated for the receipt of proposals and proposer so agrees in submitting the proposal.

Prior to the time and date designated for receipt of proposals, proposals submitted early may be modified or withdrawn only by notice to the Transit Administrator at the place designated for receipt of proposals. Such notice may also be an email.

Withdrawn proposals may be resubmitted up to the time designated for the receipt of proposals, in compliance with the RFP.

G. PROTEST PROCEDURES

Paragraph 17 of the Columbia County Personal Services Contracting Rules provides as follows:

All protests of solicitation or selection processes are limited to the following issues and filing times:

(1) Solicitation protest: Unless a different deadline is specified in the RFP, or other solicitation documents, prospective personal service contractors may file a written protest, or request for change of particular solicitation provisions, specifications, or contract terms and conditions with the Department no later than seven calendar days prior to the close of the RFP or other solicitation. Such protest or request for change shall include the reasons for the protest or request, and any proposed changes to the solicitation provision, specifications, or contract terms and conditions. No protest against selection of a personal services contractor or award of a personal services contract, because of the content of solicitation provisions, specifications, or contract terms and conditions, shall be considered after the deadline established for submitting such protest.

(2) Selection protest: Every personal services contractor who submits a proposal in response to an RFP shall be mailed a copy of the selection notice sent to the highest ranked personal services contractor. Unless a different deadline is specified in the RFP, a personal services contractor who has submitted a proposal and claims to have been adversely affected or aggrieved by the selection of a competing personal services contractor, shall have seven calendar days after receiving the notice of selection to file a written protest of the selection with the Department. To be adversely affected or aggrieved, a protester must claim that the protester was the highest ranked personal services contractor eligible for selection, i.e., the protester must claim that all higher ranked personal services contractors were ineligible for selection because their proposals were non-responsive or the personal services contractors non-responsible. The Department shall not consider a selection protest submitted after the time period established in this subparagraph, or in the RFP if a different deadline is provided in the RFP.

(3) The Board or Department shall have the authority to settle or resolve a written protest submitted in accordance with subparagraphs (1) and (2) of paragraph 17 of this Rule. The Administrator, or the Administrator's designee, shall promptly issue a written decision on the protest.

(4) Review of the Department's disposition of a written protest submitted in accordance with subparagraphs (1) and (2) of paragraph 17 of this Rule shall be available by filing a written request for review of the Department's disposition with the Board of County Commissioners within seven (7) calendar days.

As used above, "Department" means the Columbia County Finance Department. "Director" means the Finance Director. The deadline for solicitation protests is 4:00 p.m., April 21, 2016.

H. PUBLICITY

No proposer shall issue any news release or otherwise seek publicity regarding this request unless or until prior approval in writing is obtained from the County.

I. SUBMITTAL COSTS

The cost of submittals and any other expenses related to this RFP, including travel for interviews or inspections shall be entirely the responsibility of the proposer.

J. RECYCLABLE PRODUCTS

Vendors shall use recyclable products to the maximum extent economically feasible in the performance or the contract work set forth in this document.

SECTION V

PROPOSAL RESPONSE

The submitted written proposal must utilize the following format and content detail. All proposals are to be typed on 8 ½ x 11 inch paper. Each of the following required sections are to begin a new page and be separately tabbed. Each page shall be numbered in sequence. Seven (7) copies of the proposal will be initially required.

A. TITLE PAGE

The name and signature of the proposing company's authorized representative as well as his/her address and telephone number must be provided. The proposal must be dated on this page.

The authorized representative's signature will signify the proposer's agreement and compliance with all requirements set forth in the RFP. In addition, the signature will certify the proposer's acceptance of and responsibility for the following:

1. All data presented in the proposal is accurate and complete.
2. Acknowledgment that the proposer has read and understood the RFP and the proposal is made in accordance with the contents of the RFP unless otherwise noted in the proposal.
3. The proposal and the prices contained in the proposal shall be valid for ninety (90) days after submission of the proposal.
4. The cost of submittals and any related expenses, including travel for interviews or inspections, shall be entirely the responsibility of the proposer.
5. If applicable, the proposal includes a signed Certification Regarding Lobbying and Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (refer to Exhibit B for forms and to determine applicability).

The discovery of any significant inaccuracy in information submitted by the proposer shall constitute good and sufficient cause for rejection of proposal.

B. TABLE OF CONTENTS

A listing of all major and sub-major topics and associated page numbers must be included.

C. STATEMENT OF QUALIFICATIONS AND COMPANY BACKGROUND

Provide a brief explanation of why your firm is particularly qualified to provide architectural services for this project. Provide a brief history of the company including:

1. Years in business under present name and previous names.
2. Whether the company is a corporation, partnership or other type of organization.
3. Names of officers of the company.
4. Name and address of each office location.
5. Number of employees at each office.
6. Number of permanent full-time professional employees listed by professional classification.
7. The identity of any proposed sub-consultants and the work they will perform.

D. DESIGN APPROACH

Based on the information provided in this proposal and any independent research conducted by your firm state the following:

1. How you would approach the design?
2 What elements are important to siting the transit center facility in conjunction with traffic flow on the site, including access to public streets and the park & ride; building and grounds security and building and site use?
3. An estimate of the amount of time needed to complete each major task and preliminary schedule for completing major elements.
4. What opportunities and limitations are presented by this site?
5. What pre-design you would do to ensure that the building is designed around the special needs of the agency and its clients?
6. How will the results of the Design Concept Challenge be incorporated into your efforts?

E. WORKLOAD

Describe your recent, current and projected workloads, as they may affect this project.

F. LIST OF COMPLETED PROJECTS

Provide a list of recent completed projects similar to the project described here. For each project explain the services provided. Were the projects completed on time and within budget?

G. REFERENCES

Provide references, including names of clients, contact persons, project managers and general contractors and their telephone numbers, for projects of similar size and scope, especially those described in paragraph F, above.

H. ARCHITECTURAL/ENGINEERING SERVICES PROPOSAL

Provide a detailed description of the architectural and engineering services you are proposing to provide.

I. PROJECT ORGANIZATION/STAFFING

Provide project organizational charts for both the preconstruction and construction phases. Provide resumes of key personnel who will be assigned to the project in the positions shown on the chart. Indicate the number of years each individual has been employed by your firm. Discuss their availability and capability to perform the work.

J. INSURANCE

Provide evidence of insurability or actual coverage for the following minimum requirements, and as may be required by law.

For the duration of the Contract the Architect/Engineer shall, at their own expense, purchase and maintain from a company or companies licensed to do business in the State of Oregon, the following insurance with limits not less than those indicated, or greater if required by law:

1. Workers' compensation and employer's liability insurance meeting statutory limits mandated by state and federal laws. Employer's liability insurance with coverage limits of not less than $500,000 must be included.

2. Commercial General Liability Insurance covering bodily injury, death, and property damage in the amount of $2,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence). This insurance shall include personal injury liability, products and completed operations.
3. Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in an amount of not less than $2,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).
4. Professional liability insurance covering claims made at any time prior, during or subsequent to the completion of the Architect's services with a limit of not less than $2,000,000.
5. The Commercial General Liability Insurance and the Automobile Liability Insurance must include Columbia County, its officers, agents and employees, and ODOT, its officers, agents and employees as Additional Insureds.
6. If any of the required insurance policies is on a "claims made" basis, such as professional 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 contract, for a minimum of twenty-four (24) months following the later of: (i) the contractor's completion and County's acceptance of all services required under the contract, or (ii) the expiration of all warranty periods provided under the contract. 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 ODOT may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If ODOT approval is granted, the contractor shall maintain "tail" coverage for the maximum time that "tail" coverage is reasonably available in the marketplace.
7. The contractor or its insurer must provide thirty (30) days' written notice to County before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).
8. Contractor shall provide certificate(s) of insurance for all required insurance before the contractor performs under the contract. The certificate(s) shall be accompanied by an Additional Insured Endorsement naming Columbia County, its officers, agents and employees and ODOT, its officers, agents and employees as additional insureds. For insurance on a "claims made" basis, the certificate(s) of insurance shall specify the extended reporting period that is applicable to "tail" or continuous "claims made" coverage.

SECTION VI

EVALUATION AND SELECTION

A. EVALUATION COMMITTEE

An evaluation committee composed of five (5) or seven (7) persons to be selected, will review, evaluate and score the proposals.

B. EVALUATION CRITERIA

The Evaluation Committee will review, evaluate and rank the proposals which are in substantial compliance with RFP procedures and requirements based on the following criteria and scoring:

1.	Statement of qualifications and company background	20
2.	Design approach for this project	30
3.	List of completed projects	10
4.	Architectural/Engineering services proposal	20
5.	Project organization/staffing	20
Total Points		100

The County reserves the right to seek clarification of each proposal it sees fit to evaluate.

C. REFERENCES

Based on the initial evaluation and ranking, references will be contacted for the top ranked firms.

D. INTERVIEWS

The top ranking firms will be interviewed by the Evaluation Committee.

Based on the initial evaluation and ranking, the top ranked firms will be invited to attend interviews on a date to be announced. Firms selected for interviews will be notified as soon as possible. It is anticipated that interviews will be scheduled the week of May 23, 2016. Based on the interviews and references, the Evaluation Committee will make a final evaluation and ranking, and make recommendations to the Board of County Commissioners.

E. NEGOTIATIONS

If the County does not cancel the RFP after it receives the results of the scoring and ranking of each proposer, the County will begin direct negotiations with the highest ranked proposer toward obtaining agreement on proposer's performance obligations and performance schedule; payment methodology and maximum amount payable that is fair and reasonable to the County as determined solely by the County, taking into account the value, scope, complexity and nature of the required services, and any other provisions the County believes to be in the County's best interest to negotiate. The resulting contract will be the County's form of contract, prepared by the Office of County Counsel, a sample of which is attached to this RFP.

If the County and proposer are unable for any reason to reach agreement on the contract within a reasonable period of time, the County will either orally or in writing formally terminate negotiations. The County may thereafter negotiate with the second ranked proposer, and if necessary the third ranked proposer and lower ranked proposers until negotiations result in a contract. If negotiations fail to result in a contract within a reasonable period of time, the County may end the formal solicitation and proceed with a new formal solicitation for the same services.

F. SELECTION

The County reserves the right in its sole discretion to:

1. Reject any proposal not in compliance with all prescribed RFP procedures and requirements.
2. For good cause, reject any or all proposals or cancel the RFP at any time if doing so is in the public interest as determined by the County.
3. Waive minor irregularities in the proposals received.
4. Accept all or any part of a proposal in principle, subject to negotiation of the final details.
5. Seek clarifications of any proposal.
6. Negotiate a final Contract that is in the best interest of the County.

SECTION VII

FEDERAL AND STATE CONTRACTING REQUIREMENTS

1. Federal and State Grant Requirements: The Contractor understands that the Contract issued under this RFP is funded in part under financial assistance agreements between Columbia County and the State of Oregon, Department of Transportation, for Connect Oregon V Multimodal Transportation funds and for Federal Transit Administration grant funds. This RFP is therefore subject to the following additional terms and conditions from those grant agreements: (1) FTA Provisions, attached hereto as Exhibit B and incorporated herein by this reference; and (2) Connect Oregon V Grant Agreement No. 30620, attached hereto as Exhibit C and incorporated herein by this reference.

2. Compliance with Laws and Regulations: Contractor shall adhere to all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under the Contract issued under this RFP.

3. Certifications. To comply with FTA requirements, contractor must complete and submit with its proposal a Certification Regarding Lobbying and Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, both of which are attached to the Exhibit B.

3. Emblems: Contractor agrees to use signs and material that display the Connect Oregon V program emblem in compliance with ORS 280.518. The purpose is to identify projects financed with Connect Oregon V funding that is provided by ODOT.

4. Third Party Contracting: Contractor shall include the requirements, rules and regulations of Connect Oregon V in any agreement it enters into, including consultant contracts, and sub-agreements at any tier. Contractor may modify language to match specifications, but such modifications shall be reviewed and approved by the County and ODOT prior to incorporation into any agreement. The Connect Oregon V grant agreement is attached as Exhibit C.

SECTION VIII

SAMPLE CONTRACT

Submission of a proposal indicates the contractor's agreement to enter into the County's form of contract following successful negotiations. The contract will be prepare by the Office of County

Counsel. A sample of the County's professional service contract is attached hereto as Exhibit A and incorporated herein by this reference. The following exhibits will supplement the final contract:

Exhibit A - Contractor's Proposal;
Exhibit B - This Request for Proposals (without its exhibits);
Exhibit C - FTA Provisions;
Exhibit D - Connect Oregon V Grant Agreement No. 30620.

FTA PROVISIONS

FTA Circular 4220.1.F [Rev'd 03.18.13], Appendix D, lists the Federally Required and Other Model Clauses which are required to be included in contracts for FTA-funded projects. The matrix on the following pages is an excerpt from Appendix D and is included as a means to identify which of the clauses apply to this contract. The clauses applicable to this contract are identified in the "**Professional Services/A&E**" column and follow the matrix. Contractor shall review the applicable clauses and comply with them in the performance of this Agreement.

In compliance with the FTA-required Lobbying clause and Debarment and Suspension clause, Contractor must complete and submit a *Certification Regarding Lobbying* and *Certifications Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion,* included at the end of this attachment.

Appendix D–4 FTA C 4220.1F (Rev. 3, 02/15/2011)

PROVISIONS, CERTIFICATIONS, REPORTS, FORMS, AND OTHER—MATRICES

B. APPLICABILITY OF THIRD PARTY CONTRACT PROVISIONS

(excluding micro-purchases, except Davis-Bacon requirements apply to contracts exceeding $2,000)

TYPE OF PROCUREMENT					
PROVISION	**Professional Services/A&E**	**Operations/ Management**	**Rolling Stock Purchase**	**Construction**	**Materials & Supplies**
No Federal Government Obligations to Third Parties (by Use of a Disclaimer)	All	All	All	All	All
False Statements or Claims Civil and Criminal Fraud	All	All	All	All	All
Access to Third Party Contract Records	All	All	All	All	All
Changes to Federal Requirements	All	All	All	All	All
Termination	>$10,000 if 49 CFR Part 18 applies.	>$10,000 if 49 CFR Part 18 applies.	>$10,000 if 49 CFR Part 18 applies.	>$10,000 if 49 CFR Part 18 applies.	>$10,000 if 49 CFR Part 18 applies.
Civil Rights (Title VI, ADA, EEO except Special DOL EEO clause for construction projects)	All	All	All>$10,000	All	All
Special DOL EEO clause for construction projects				>$10,000	
Disadvantaged Business Enterprises (DBEs)	All	All	All	All	All
Incorporation of FTA Terms	All	All	All	All	All
Debarment and Suspension	>$25,000	>$25,000	>$25,000	>$25,000	>$25,000
Buy America			>$100,000 As of Feb. 2011, FTA has not adopted the FAR 2.101 $150,000 standard.	>$100,000 As of Feb. 2011, FTA has not adopted the FAR 2.101 $150,000 standard.	>$100,000 As of Feb. 2011, FTA has not adopted the FAR 2.101 $150,000 standard.
Resolution of Disputes, Breaches, or Other Litigation	>$100,000	>$100,000	>$100,000	>$100,000	>$100,000
Lobbying	>$100,000	>$100,000	>$100,000	>$100,000	>$100,000
Clean Air	>$100,000	>$100,000	>$100,000	>$100,000	>$100,000
Clean Water	>$100,000	>$100,000	>$100,000	>$100,000	>$100,000
Cargo Preference			Transport by ocean vessel.	Transport by ocean vessel.	Transport by ocean vessel.
Fly America	Foreign air transp. /travel.	Foreign air transp. /travel.	Foreign air transp. /travel.	Foreign air transp. /travel.	Foreign air transp. /travel.

PROVISIONS, CERTIFICATIONS, REPORTS, FORMS, AND OTHER—MATRICES

B. APPLICABILITY OF THIRD PARTY CONTRACT PROVISIONS (Continued)

(excluding micro-purchases, except Davis-Bacon requirements apply to construction contracts exceeding $2,000)

TYPE OF PROCUREMENT					
PROVISION	**Professional Services/A&E**	**Operations/ Management**	**Rolling Stock Purchase**	**Construction**	**Materials & Supplies**
Davis-Bacon Act				>$2,000 (also ferries).	
Contract Work Hours and Safety Standards Act		>$100,000 (transportation services excepted).	>$100,000	>$100,000 (also ferries).	
Copeland Anti-Kickback Act Section 1 Section 2				 All > $2,000 (also ferries).	
Bonding				$100,000	
Seismic Safety	A&E for new buildings & additions.			New buildings & additions.	
Transit Employee Protective Arrangements		Transit operations.			
Charter Service Operations		All			
School Bus Operations		All			
Drug Use and Testing		Transit operations.			
Alcohol Misuse and Testing		Transit operations.			
Patent Rights	R & D				
Rights in Data and Copyrights	R & D				
Energy Conservation	All	All	All	All	All
Recycled Products		EPA-selected items $10,000 or more annually.		EPA-selected items $10,000 or more annually.	EPA-selected items $10,000 or more annually.
Conformance with ITS National Architecture	ITS projects.	ITS projects.	ITS projects.	ITS projects.	ITS projects.
ADA Access	A&E	All	All	All	All
Notification of Federal Participation for States	Limited to States.	Limited to States.	Limited to States.	Limited to States.	Limited to States.

FTA Provisions

No Obligation by the Federal Government
(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts
(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Access to Records
(1) Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital

project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

(2) Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at $100,000.

(3) Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

(4) Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

(5) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(6) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

(7) FTA does not require the inclusion of these requirements in subcontracts.

Requirements for Access to Records and Reports by Types of Contract

Contract Characteristics		Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
I State Grantees a. Contracts below SAT ($100,000) b. Contracts above $100,000/Capital Projects		None None unless[1] non-competitive award	Those imposed on state pass thru to Contractor	None Yes, if non-competitive award or if funded thru[2] 5307/5309/5311	None None unless non-competitive award	None None unless non-competitive award	None None unless non-competitive award
II Non State Grantees a. Contracts below SAT ($100,000) b. Contracts above $100,000/Capital Projects		Yes[3] Yes[3]	Those imposed on non-state Grantee pass thru to Contractor	Yes Yes	Yes Yes	Yes Yes	Yes Yes

Sources of Authority:
[1] 49 USC 5325 (a)
[2] 49 CFR 633.17
[3] 18 CFR 18.36 (i)

Federal Changes
Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Termination
(1) Termination for Convenience (General Provision). Columbia County may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Columbia County to be paid the Contractor. If the Contractor has any property in its possession belonging to Columbia County, the Contractor will account for the same, and dispose of it in the manner Columbia County directs.

(2) Termination for Default [Breach or Cause] (General Provision). If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, Columbia County may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The

contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by Columbia County that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, Columbia County, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

(3) Opportunity to Cure (General Provision). Columbia County in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to the County's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from the County setting forth the nature of said breach or default, the County shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the County from also pursuing all available remedies against Contractor and its sureties for said breach or default.

(4) Waiver of Remedies for any Breach. In the event that Columbia County elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the County shall not limit the Countys's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

Civil Rights

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

> (a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include,

but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Disadvantaged Business Enterprises

(1) This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.* The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. Columbia County's overall goal for DBE participation is 3.2%. A separate contract goal has not been established for this procurement.

(2) The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor 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 deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).

The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

(3) The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from Columbia County. In addition, is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed as defined in 49 CFR 26.29(c). Any delay or postponement of payment from the above-referenced time frame may occur only for good cause and only upon written approval of the County. This clause applies to all subcontracts under this contract.

Contractor's failure to comply with 49 CFR 26.29 through payments to all subcontractors within 30 days, as described above, shall be a material breach of the Contract. If Contractor fails to pay its subcontractors in accordance with this Agreement, the County will incur additional

expense and be subject to enforcement pursuant to 49 CFR 26.29 and potential loss of federal funding, among other damages to the County. The resulting damages and loss to the County are difficult to accurately ascertain. Therefore, the Contractor agrees to pay the County and the County agrees to accept liquidated damages for late payments in the amount of $100.00 per day beginning on the 31st day after the Contractor receives each payment from the County and continuing each day until the subcontractor is paid.

The County and Contractor agree that these liquidated damages represent a reasonable forecast of the County's actual damages and that they are not a penalty.
The County may deduct liquidated damages from any unpaid amounts due Contractor. Any liquidated damages not so deducted shall be payable to the County.

(4) The contractor must promptly notify the County, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the County.

Incorporation of Federal Transit Administration (FTA) Terms
The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

Suspension and Debarment
This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by Columbia County. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Disputes
Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of Columbia County. This

decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Columbia County Board of Commissioners. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the County shall be binding upon the Contractor and the Contractor shall abide be the decision.

Performance During Dispute - Unless otherwise directed by the County, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the County and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction in St. Helens, State of Oregon.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the County or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Clean Air

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

Clean Water

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The

Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

Transit Employee Protective Provisions.
(1) The Contractor agrees to comply with applicable transit employee protective requirements as follows:

(a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

(b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

(c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

(2) The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

Charter Service Operations

The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

School Bus Operations
Pursuant to 69 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

Drug and Alcohol Testing
The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State of Oregon Department of Transportation, or Columbia County, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The contractor agrees further to certify annually its compliance with Parts 653 and 654 before February 1 and to submit the Management Information System (MIS) reports before March 15 to the County's designated contract representative. To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

Seismic Safety
The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

Energy Conservation
The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Access for Individuals with Disabilities.
Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. Contractor also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans

with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities.

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS
(To be submitted with each bid or offer exceeding $100,000)

The undersigned _____[Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). [Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)].

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq., apply* to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that the neither the contractor, its principals, as defined at 49 CFR 29.995, nor affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

> The certification in this clause is a material representation of fact relied upon by **Columbia County**. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to **Columbia County**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

CONTRACTOR

By:

(Print name & title)

(Date)

Misc. Contracts and Agreements
No. 30620

GRANT AGREEMENT
*CONNECT*OREGON V
OREGON DEPARTMENT OF TRANSPORTATION
MULTIMODAL TRANSPORTATION FUND PROGRAM 2014
Project Name Rainier Transit Center

This Agreement is made and entered into by and between the **State of Oregon,** acting by and through its Department of Transportation, hereinafter referred to as "ODOT," and **Columbia County**, acting by and through its Board of Commissioners, hereinafter referred to as "Recipient," both hereinafter referred to individually or collectively as "Party" or "Parties."

1. **Effective Date.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before five years after the Effective Date (Availability Termination Date). No Grant Funds are available for any expenditures before the Effective Date or after the Availability Termination Date. ODOT's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 6.b.iv of this Agreement.

2. **Agreement Documents.** This Agreement consists of this document and the following documents:

   a. Exhibit A: **Project Description, Key Milestones, Schedule and Budget**
   b. Exhibit B **Recipient Requirements**
   c. Exhibit C: **Subcontractor Insurance**
   d. Exhibit D: **Memorandum of Agreement and Acknowledgement of ODOT Assistance**
   e. Exhibit E: **Application and documents provided by Recipient to ODOT prior to the execution of the Agreement**

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

3. **Project Cost; Grant Funds; Match.** The total Project Cost is estimated at $678,308. In accordance with the terms and conditions of this Agreement, ODOT shall provide Recipient Grant Funds in an amount not to exceed $542,646 or eight (80) percent of the total eligible Project Costs, whichever is less, of eligible Project Costs described in Section 6 hereof. Recipient shall provide matching funds for all Project Costs as described in Exhibit A. ODOT will withhold five (5) percent of the Grant Funds to be distributed as provided in Section 6.c.

9-10-14

ODOT/Recipient
Agreement No. 30620

4. Project:

a. Use of Grant Funds. The Grant Funds shall be used solely for the Project described in Exhibit A 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 ODOT by amendment pursuant to Section 11.c hereof.

b. Project Change Procedures.

i. If Recipient anticipates Project key milestones will be delayed by more than ninety (90) days from the key milestones shown in Exhibit A, Recipient shall submit a Request for Change Order (Form 734-2648), the form of which is hereby incorporated by reference, to ODOT's Project Liaison as soon as Recipient becomes aware of any possible delay. The Request for Change Order must be submitted prior to the milestone completion date shown in Exhibit A. The fillable form can be downloaded on-line at the following address: **http://www.oregon.gov/ODOT/HWY/LGS/online.shtml.**

ii. Recipient shall not proceed with any changes to Project scope or delivery schedule prior to the execution of an amendment to this Agreement executed in response to ODOT's approval of a Request for Change. A Request for Change Order may be rejected at the discretion of ODOT. ODOT may choose to request review by the Oregon Transportation Commission.

5. Progress Reports.

a. Monthly Reports. Recipient shall submit monthly progress reports to ODOT using the *Connect*Oregon Monthly Progress Report (Form 734-2668), attached by reference and made a part of this Agreement. ODOT will appoint a Project Liaison after execution of this Agreement and provide Recipient with the contact information. Progress reports must be submitted to the ODOT Project Liaison and ODOT's *Connect*Oregon Program Manager by the first Wednesday of each month. The fillable form can be downloaded on-line at the following address: **http://www.oregon.gov/ODOT/HWY/LGS/online.shtml.**

b. Final Report. Recipient shall submit a written report to ODOT's *Connect*Oregon Program Manager that identifies the number of jobs created or retained both during construction and after Project completion, as a direct result of this Project. The report must also include the number of jobs projected in the application. This report must also include data on the methodology that measures the Project's success as described in the grant application. The report must be received and approved by ODOT within eighteen (18) months after the completion of Project. Recipient's obligation to provide this report will survive expiration of this Agreement. Recipient shall use ("Final Report" Form 734-2947), which also must be signed by Recipient. The form is available at: **http://www.oregon.gov/ODOT/HWY/LGS/online.shtml.**

ODOT/Recipient
Agreement No. 30620

6. Disbursement and Recovery of Grant.

a. **Disbursement Generally.** ODOT shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by ODOT within forty-five (45) days of ODOT's approval of a request for reimbursement from Recipient. Requests for Reimbursement will identify the Project, Agreement number, Project start and end date, the request for reimbursement number or the account number or both, and itemize all expenses as well as provide a detailed breakdown of Project Costs expended and Grant Funds reimbursed to date, and the amount of undisbursed Grant Funds. Requests for Reimbursement shall be submitted monthly for any month for which Recipient seeks reimbursement of Eligible costs. Eligible costs are the reasonable and necessary costs incurred by the 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 ODOT, either by this Agreement or by exclusion as a result of financial review or audit.

b. **Conditions Precedent to Disbursement.** ODOT'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. ODOT has received funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow ODOT, 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 completion of all prerequisites for reimbursement provided in Exhibit B.

   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 ODOT a request for reimbursement in accordance with Section 6.a. Recipient must submit its final request for reimbursement following completion of the Project and no later than ninety (90) days after the earlier of completion of the Project or the Availability Termination Date. Failure to submit the final request for reimbursement within ninety (90) days after the completion of the Project or the Availability Termination Date could result in non-payment.

c. **Retainage.** ODOT will withhold five percent retainage from the amount paid pursuant to each reimbursement request and shall release this retainage to Recipient as the following conditions are met:

   i. Eighty percent (80%) of the five percent retainage shall be released to Recipient upon final project acceptance by ODOT.

ii. Twenty percent (20%) of the five percent retainage shall be released to Recipient upon approval by ODOT of the report described in Section 5.b of this Agreement. In accordance with Administrative Rule OAR 731-035 and Oregon Laws 2013, Chapter 723 (House Bill 5008) ODOT may not pay and the Recipient forfeits the amount under this paragraph if the Recipient does not submit the report required by Section 5.b on or before the due date. Recipient acknowledges and agrees that Recipient may not apply for another *Connect*Oregon grant during the next application cycle if Recipient fails to submit the report required by Section 5.b on or before the due.

d. **Recovery of Grant Funds.** Any Grant Funds disbursed to Recipient under this Agreement that are expended in violation of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of the Availability Termination Date or termination of this Agreement must be returned to ODOT. Recipient shall return all Misexpended Funds to ODOT promptly after ODOT's written demand and no later than fifteen (15) days after ODOT's written demand. Recipient shall return all Unexpended Funds to ODOT within fourteen (14) days after the earlier of the Availability Termination Date or termination of this Agreement.

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

a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.

b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from any federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify ODOT 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.

e. The warranties set forth 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 ensure that each of its subrecipients and subcontractors complies with these requirements. ODOT, the Secretary of State of the State of Oregon (Secretary) 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, ODOT, the Secretary 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 ODOT, and the Secretary 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, the funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Availability Termination 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 ODOT under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit ODOT to verify how the Grant moneys were expended.

9. Recipient Subagreements and Procurements

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

i. All subagreements must be in writing, executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.

ii. Recipient shall require all of its contractors performing work under this Agreement to name ODOT as a third party beneficiary of Recipient's subagreement with the Contractor and to name ODOT as an additional oblige on contractors' bonds.

iii. Recipient agrees to provide ODOT with a copy of any signed subagreement upon request by ODOT. Any substantial breach of a term or condition of a subagreement relating to funds covered by this Agreement must be reported by Recipient to ODOT within ten (10) days of its being discovered.

b. Subagreement indemnity; insurance.

i. ***Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless ODOT 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 ODOT shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of ODOT, 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), nor any attorney engaged by Recipient's subrecipient(s), contractor(s) nor subcontractor(s) shall defend any claim in the name of ODOT 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 the State, or that Recipient's subrecipient is not adequately defending the State's interests, or that an important governmental principle is at issue or that it is in the best interests of the State to do so. The State reserves all rights to pursue claims it may have against Recipient's subrecipient if the State of Oregon elects to assume its own defense.

iii. Recipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement.

c. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code and rules, ensuring that:

   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);

10. Termination

a. **Termination by ODOT.** ODOT may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by ODOT 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. ODOT fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, 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 ODOT and which under the provisions of this Agreement would have required the approval of ODOT.

b. **Termination by Recipient.** Recipient may terminate this Agreement effective upon delivery of written notice of termination to ODOT, 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;

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.

iii. ODOT fails to make payments due in accordance with this Agreement.

c. Termination by Either Party. Either Party may terminate this Agreement upon at least ten (10) 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.

d. Rights upon Termination; Remedies. Any termination of this Agreement shall not prejudice any rights or obligations accrued prior to termination. The remedies set forth in this Agreement are cumulative and are in addition to any other rights or remedies available at law or in equity.

11. GENERAL PROVISIONS

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

With respect to a Third Party Claim for which ODOT is jointly liable with Recipient (or would be if joined in the Third Party Claim), ODOT 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 ODOT 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 ODOT 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. ODOT'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 ODOT had sole liability in the proceeding.

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

b. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

c. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.

d. **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.

e. **No Third Party Beneficiaries.** ODOT 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.

f. **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 ODOT 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 Section 11.f. 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 ODOT, such facsimile transmission must be confirmed by telephone notice to ODOT 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.

g. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between ODOT (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

h. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation as described in Exhibit B. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

i. **Insurance; Workers' Compensation.** All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than $500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.

j. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of ODOT. Recipient has no right or authority to incur or create any obligation for or legally bind ODOT in any way. ODOT 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 ODOT, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.

k. **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.

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l. **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.

m. **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.

SIGNATURE PAGE TO FOLLOW

ODOT/Recipient
Agreement No. 30620

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

The Oregon Transportation Commission at its August 2014 meeting approved the *Connect*Oregon V project application list and delegated authority to the Director of the Oregon Department of Transportation to enter into project agreements.

BOARD OF COUNTY COMMISSIONERS

FOR COLUMBIA COUNTY, OREGON

By: _____ 8/19/15
Henry Heimuller, Chair

By: _____
Anthony Hyde, Commissioner

By: not present
Earl Fisher, Commissioner

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
Recipient's Legal Counsel

Date 8-19-15

Recipient Contact:

Janet Wright, Director
Columbia County Rider Transportation
230 Strand Street
St. Helens OR 97051
503-366-8504
503-366-8508
janet.wright@co.columbia.or.us

STATE OF OREGON, by and through its Department of Transportation

By _____
Director

Date 8-24-15

APPROVAL RECOMMENDED

By _____
Freight Planning Program Manager

Date 8/24/15

By Megan Lyde
Active Transportation Section Manager

Date 8/24/15

APPROVED AS TO LEGAL SUFFICIENCY

By Keith Kutler, Assistant Attorney General, by email dated June 24, 2015

Name _____
(printed)

Date _____

ODOT Contact:

Marie Wright, *Connect*Oregon Program Manager
ODOT - Active Transportation Section
555 13th Street NE
Salem, OR 97301
503-986-3327
marie.a.wright@odot.state.or.us

ODOT/Recipient
Agreement No. 30620

EXHIBIT A
Project Description, Key Milestones, Schedule and Budget

Agreement No. 30620
Application Number: 1T0295
Project Name: Rainier Transit Center

A. PROJECT DESCRIPTION

The Project consists of completion of a site plan, design and construction of an approximately 1,000 square foot transit center including public restrooms, ticket office, and tourist information center; a 10 parking slot transit center park and ride facility; demolition of an existing building. The project improves public access to the site located on US Highway 30 at West 2nd Street in the City of Rainier, Oregon.

B. PROJECT KEY MILESTONES AND SCHEDULE

Project has six (6) Key Milestone(s). Key Milestones are used for evaluating performance on Project and determining level of compensation for completed work as described in the Agreement. Key Milestones cannot be changed without an amendment to the Agreement. Recipient may shift the estimated Grant Funds shown below between milestones without an amendment to the Agreement, but shall not, under any circumstances, exceed the "Total Not To Exceed Grant Fund Allocation." Recipient shall report changes to the Estimated Amounts corresponding to each Key Milestones, shown below, in Recipient's Monthly Report to the ODOT Project Liaison.

If Recipient anticipates Project Key Milestones will be delayed by more than ninety (90) days, Recipient shall submit a Request for Change Order, as described in Section 4(b) of the Agreement, to the ODOT Project Liaison as soon as Recipient becomes aware of any possible delay. The Request for Change Order must be submitted prior to the Key Milestone completion date shown in this Exhibit.

The anticipated start date of Project is: 8/30/2015

The estimated completion date of Project is: 12/31/2018

Table 1: Key Milestones

Key Milestone	Description	Estimated Due Date
1	Scoping and planning	N/A
2	Right of way and land acquisition	N/A
3	Permits	3/30/2018
4	Final plans/bidding engineering documents	6/23/2016
5	Construction contract award	9/30/2017

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6	**Project completion**	**12/31/2018**

Table 2 – Funding Breakdown

A	**Total Not To Exceed Grant Fund Allocation**	$542,646	
B	***Connect*Oregon V twenty (20) percent required match**	$135,662	
C	***Connect*Oregon V Total**		$678,308
D	**Other Funds In Addition to twenty (20) percent Required Match**	**$0**	
E	**Total Project Funding**		$678,308

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EXHIBIT B
Recipient Requirements

I. Recipient shall comply with all applicable requirements of ORS 367.080 to 367.086, OAR chapter 731, Division 35. Failure by Recipient to comply with these requirements will subject Recipient to the sanctions as described in OAR735-035-0080.

II. Recipient shall comply with ORS 280.518, which requires any economic development program financed with proceeds from the state lottery to display a sign in a conspicuous location on Project site or specify in the program information that Project is financed with proceeds from the state lottery. ODOT will provide standard signage as appropriate. If Recipient chooses to make a custom sign, Recipient must obtain written approval from ODOT's *Connect*Oregon Program Manager to use its custom sign and Recipient shall be responsible for the cost of such custom signage. If Project site is remote and a sign would not be visible to the public, Recipient shall provide proof to ODOT's *Connect*Oregon Program Manager that Recipient has specified in its program information that Project is financed with proceeds from the state lottery.

III. Recipient shall comply with all applicable provisions of ORS 279C.800 to 279C.870 pertaining to prevailing wage rates and including, without limitation, that workers on the Project shall be paid not less than rates in accordance with ORS 279C.838 and 279C.840 pertaining to wage rates and ORS 279C.836 pertaining to having a public works bond filed with the Construction Contractors' Board.

IV. Recipient acknowledges and agrees that, whenever 839-025-0230(4) requires ODOT as the public agency providing public funds for a project that is a public work under ORS 279C.800(6)(a)(B) to pay the fee required under ORS 279C.825, ODOT will calculate and pay the fee and deduct the amount of the fee from Recipient's Grant Funds under this Agreement.

V. Recipient shall notify ODOT's Project Liaison and ODOT's *Connect*Oregon Program Manager in writing when any contact information changes during the term of this Agreement.

VI. Recipient must provide matching funds in an amount equal to twenty (20) percent of the eligible Project Costs. Matching funds must be used for elements necessary for implementation of Project, including land, excavation, permits, engineering, payroll, special equipment purchase, rental or lease. Recipient is responsible for all costs in excess of the Grant Funds.

VII. Recipient shall pay back all of the Grant Funds to ODOT if Project is not completed in accordance with, or consistent with Exhibit A and Exhibit E, as each may be amended. Recipient obligations for Recovery of Grant Funds are provided in Section 6.d of this Agreement.

VIII. Recipient and ODOT's Project Liaison shall, upon completion of all on-site work for the Project, perform an on-site review. Once review is completed, the ODOT Project Liaison may recommend acceptance of Project by signing the *Connect*Oregon "Recommendation of Acceptance" (Form 734-2649), which also must be signed by Recipient. The form is available at: **http://www.oregon.gov/ODOT/HWY/LGS/online.shtml.**

ODOT/Recipient
Agreement No. 30620

IX. Recipient shall, at its own expense, maintain and operate Project upon completion and throughout the useful life of Project at a minimum level that is consistent with normal depreciation or service demand or both. ODOT and Recipient agree that the useful life of Project is defined as twenty (20) years. Recipient has, by submitting its application for this *Connect*Oregon V grant, represented and certified to sufficient funds and to its ability to operate and maintain Project. Recipient agrees to require any successor owner of the Project property to comply with this requirement. Failure to comply with this requirement may be remedied by Recipient or its successor in interest by (a) restoring the property to the uses(s) required by this Agreement or (b) repayment of expended funds. In the event repayment of expended funds is required, the amount determined using the Straight Line Depreciation (SLD) method must be repaid to ODOT. The SLD is calculated by taking the grant amount divided by twenty years. ODOT may conduct site reviews of the Project as provided in Section 8.a of this Agreement throughout the useful life of the Project. This paragraph shall survive any expiration or termination of this Agreement.

X. Recipient shall, upon execution of this Agreement and as a condition to this Agreement, complete and file with the appropriate County Clerk, "Memorandum of Agreement and Acknowledgment of ODOT Assistance", substantially in the form of Exhibit D attached hereto and by this reference made a part hereof. Recipient shall provide confirmation of this filing by forwarding to ODOT's *Connect*Oregon Program Manager a notarized copy of the recorded Memorandum of Agreement and Acknowledgment of ODOT Assistance. By means of said acknowledgment of Recipient's financial obligations, the continued use of said property for public purposes, and the maintenance of the facility or service at a level consistent with normal depreciation or demand or both is recognized and attached to the property as conditions. Any interest in said property by ODOT is proportional to the state participation in Project. While in default of conditions of this Agreement, Recipient will be ineligible to receive state funds from any ODOT-administered program for any project on a street, road or property. The Memorandum of Agreement and Acknowledgment of ODOT Assistance shall remain in place for the useful life of Project. ODOT acknowledges that such interest shall not be deemed a lien, mortgage, deed of trust or other security instrument or interest granted by Recipient for security purposes. The useful life of Project is defined as twenty (20) years. Reimbursement to Recipient will not be made until the Recipient receives a letter from the *Connect*Oregon Program Manager indicating that the conformed copy of the Memorandum of Agreement and Acknowledgement of Assistance has been received. Recipient may have additional obligations to meet prior to receiving reimbursement for construction costs identified in this Agreement.

XI. Recipient shall provide pre-construction Project photographs within thirty (30) days of the execution of this Agreement. Recipient shall provide Project photographs thirty (30) days after Project is completed. These photographs must be provided to the ODOT Project Liaison and ODOT's *Connect*Oregon Program Manager.

ODOT/Recipient
Agreement No. 30620

XII. Additional requirements

A. Prerequisites for Reimbursement of Construction Costs – General

1. **Prior approvals.** Recipient shall provide documentation of having met all pre-construction requirements, including, but not limited to, meeting all public agency conditions of Project approval and obtaining all Project-specific land entitlements and permits, prior to any construction costs (labor and material) being considered eligible for reimbursement or reimbursed. Recipient must obtain a permit from ODOT's District 1 Office prior to making any access improvements that are on or impact Highway 30 prior to construction. Project Costs will be reimbursed from Grant Funds only through the design phase of Project until all applicable documentation is received by ODOT. Recipient shall provide this documentation to ODOT's *Connect*Oregon Program Manager.

2. **Matching Funds.** Recipient shall provide documentation of having secured the matching funds prior to any construction costs (labor and material) being considered eligible for reimbursement or reimbursed from Grant Funds. The matching funds must be available and committed for the duration of Project. Recipient shall provide this documentation to ODOT's *Connect*Oregon Program Manager.

3. **Pre-construction estimate.** Recipient shall provide a pre-construction estimate based on the final design prior to any construction (labor and material) costs being considered eligible for reimbursement or reimbursed from Grant Funds. Project Costs will only be reimbursed through the design phase of Project until all applicable documentation is received. Recipient shall provide this documentation to ODOT's *Connect*Oregon Program Manager.

ODOT/Recipient
Agreement No. 30620

EXHIBIT C
Subagreement Insurance Requirements

GENERAL.

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

TYPES AND AMOUNTS.

i. **WORKERS COMPENSATION.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than $500,000 must be included.

ii. **COMMERCIAL GENERAL LIABILITY.** Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to ODOT. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by ODOT:

Bodily Injury, Death and Property Damage:

$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

iii. **AUTOMOBILE Liability Insurance: Automobile Liability.** Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by ODOT:

Bodily Injury, Death and Property Damage:

$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

iv. **ADDITIONAL INSURED.** The Commercial General Liability Insurance and Automobile Liability insurance must include ODOT, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

v. **"TAIL" COVERAGE.** If any of the required insurance policies is on a "claims made" basis, such as professional 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 Subcontract, 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 Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. 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 ODOT may grant approval of the maximum "tail " coverage period reasonably available in the marketplace. If ODOT approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

vi. **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).

vii. **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.

The Recipient shall immediately notify ODOT of any change in insurance coverage.

ODOT/Recipient
Agreement No. 30620

After recording, return to:

_____
_____
_____

EXHIBIT D

MEMORANDUM OF AGREEMENT AND ACKNOWLEDGEMENT OF ODOT ASSISTANCE

[State Recording Authority: ORS 93.710 and ORS 205.130(2)]
Agreement Number: 30620
Project Name: Rainier Transit Center

Grant Agreement No. 30620 ("Grant Agreement") between the Columbia County and the State of Oregon, Department of Transportation (ODOT) was executed on . Pursuant to Exhibit B, Section X, of the Grant Agreement, upon the recording of this document, the Columbia County will receive Grant Funds for Project described in the Grant Agreement. The property and assets under the jurisdiction of the Columbia County will be improved with the assistance from the State of Oregon, Department of Transportation, in accordance with the terms of the Grant Agreement. Such assistance will be provided to Columbia County in reimbursement of costs associated with the Rainier Transit Center. The use and disposition of said property is subject to the terms of the Grant Agreement, copies of which may be obtained from the Director of ODOT. A description of the improved property is attached.

COLUMBIA COUNTY

By: _____ (Notary Stamp)
Name/**Title:**

State of Oregon: County of _____

Signed or attested before me on _____ **by** _____
(Name of person) (Date)

_____**My commission expires on** _____.

STATE OF OREGON, DEPARTMENT OF TRANSPORTATION

By: _____ (Notary Stamp)
McGregor Lynde

Title: Active Transportation Section Manager

State of Oregon: County of Marion

Signed or attested before me on _____ **by** _____
(Name of person) (Date)

_____**My commission expires on** _____.

Oregon Department of Transportation; 555 13th Street NE, Salem, OR 97301-4178.

Columbia County Road Department

1054 Oregon Street, St. Helens, OR 97051

Cherie Moylan, Office Manager

Ph: (503) 366-3961 Fax: (503) 397-7215
e-mail: cherie.moylan@co.columbia.or.us

TO: **Columbia County Board of Commissioners**
cc: Dave Hill, Lonny Welter

FROM: Cherie Moylan, Office Manager

DATE: August 15, 2016

SUBJECT: 2016 Hood to Coast Relay

Columbia County received the attached application for a Public Road Event Permit for the Foote Sports Productions, Inc. (Hood to Coast Relay - 2016), to be conducted August 26-27, 2016. They are expecting 17,500 participants (though only 1,500 runners/walkers will be on the road at a time), along with 3,600 volunteers and 750 support vehicles. They will be using County roads; entering Columbia County on Highway 30 in south county at approximately 4:30am on August 26th and use the following roads: Millard, Bachelor Flat, Saulser, Cater, Scappoose-Vernonia, Pittsburg, Columbia, Gable, West Kappler, Brinn, Schaffer, Apiary, Highway 47 and Highway 202. They will be leaving eh County at approximately 2:00pm on August 27th. Rest stops will be positioned along the route.

Applicable Criteria:
The Columbia County Public Road Event Ordinance (Ordinance No. 2008-1, as amended), requires Board approval of public road events involving more than 25 vehicles, 50 bicycles, or 100 pedestrian participants. As this pedestrian event is expected to have more than 100 walkers and runners, Board approval is required.

Section 5 of the Ordinance provides, in part:

> "A. Standards for Issuance. The Administrator or, in the event of a large event, the Board of County Commissioners, shall issue a permit conditioned upon the applicant's written agreement to comply with the terms of such permit **unless** the Administrator or Board of County Commissioners finds that:
>
> 1. The time, route and size of the public road event will disrupt to an unreasonable extent the movement of other traffic or will endanger the safety of participants or citizens, or cause a safety hazard other than traffic.
>
> 2. The public road event is of a size or nature that requires the diversion of too many law enforcement officers, public works employees or other personnel to properly control the public road

event or that allowing the public road event would deny reasonable law enforcement or other emergency service protection to citizens of the County.

3. Such public road event will interfere with another public road event for which a permit has been issued.

4. The County Public Works Director determines the public road event would damage public roads."

Staff notified affected agencies and received the following comments:

- County Sheriff's Office, Jeff Dickerson - no response
- Columbia County Emergency Management, Steve Pegram - **No issues**
- State Police, Sgt. Luke Schwartz - **No concerns**
- Scappoose Police, Norman Miller - no response
- St. Helens Police, Terry Moss - **No concerns**
- Vernonia Police, Mike Conner - **No issues**
- Scappoose Fire/CRF&R, Michael Greisen - **No issues**
- Vernonia Fire, Dean Smith - no response
- Mist-Birkenfeld Fire, Joe Kaczenski - no response
- Mist-Birkenfeld Fire, Dave Crawford - no response
- Scappoose City Administrator, Mike Sykes - **No concerns, 100% supports**
- Scappoose City Public Works, Robin Bassett - **No problems**
- St. Helens City Administrator, John Walsh -
- St. Helens Public Works, Neal Shepard - no response
- Vernonia City Administrator, Josette Mitchell - **No concerns**
- Vernonia Public Works, -
- ODOT, Marsha Higgs, - no response
- County Weighmaster, Bill Goodwin (info only)
- Columbia 9-1-1, Trish Hilsinger (info only)

This event has been held in prior years with most issues having been resolved. Other than the rest/sleep field issue in Mist-Birkenfeld, no issues have arisen that would be a basis for denials, staff recommends that the Board approve the permit.

Recommended Motions:

- Motion 1: Approve the public road event permit for the Hood to Coast Relay.
- Motion 2: Approve the Indemnity Agreement with the Foote Sports Productions, Inc. (Hood to Coast Relay - 2016) and authorize the Chair to sign.

/cm
Encl.

Attachments:

- Permit Application, dated May 4, 2016
- Indemnity Agreement, dated January 1, 2016
- Certificate of Liability Insurance, dated January 25, 2016
- Additional Insured – Policy #1000106806-1
- Map and Route Instructions (Leg 16-25)
- ODOT Letter of Authority, dated June 27, 2016

COLUMBIA COUNTY

1854

OREGON

PUBLIC ROAD EVENT PERMIT APPLICATION

(Please type or print clearly and submit with application fee of $10 for small events, $50 for large events [300 or more participants])

Date: May 4, 2016

Name of Event: Hood To Coast Relay, Portland To Coast Walk Relay, Portland To Coast High School Challenge Relay

Sponsor: Foote Sports Productions, Inc.

Type of Event: Long distance running and walking relays

Purpose of Event: Athletic event

Date of Event: 8/26/16-8/27/16 Beginning Time: 7:00am 8/26/16

Expected Number of Participants: 1,500 Ending Time: 1:30pm 8/27/16

Location of Assembly Area(s): n/a

Assembly Beginning Time: n/a

Number of Volunteers: 3,600 entire course #/Type of Support Vehicles: 750

Route: Submit a map with the route clearly drawn. Indicate starting point, direction and ending point. Also include plans for rest stops, first aid stations, support vehicles, etc.

Name of Applicant Felicia Hubber

Address 9655 SW Sunshine Court, #500, Beaverton, OR 97005

Work Phone 503-522-5518 Home Phone (cell) E-mail felicia@htcrelay.com

Contact Person (other than applicant) Robert Foote Jr.

Address 9655 SW Sunshine Court, #500, Beaverton, OR 97005

Work Phone 503-860-8413 Home Phone 503-292-1902 E-mail robert@htcrelay.com

Chair/President (for athletic events) Felicia Hubber

Address (same as above)

Work Phone (same) Home Phone (same) E-mail (same)

Previous Experience This will be the 35th year producing the relay events

By signing this application, sponsor agrees to all terms and conditions set forth in the Public Road Event Ordinance, and any special conditions listed in the Permit, if this application is accepted and a Permit is issued by the County.

RETURN TO:

Natural Resources Administrator
Columbia County Courthouse
230 Strand, Room 318
St. Helens, Oregon 97051
503.397.3839 (O)
503.366.3925 (Fax)
lonny.welter@co.columbia.or.us

__Hood To Coast/Portland To Coast Relays_
(Name of Sponsor)

By: Felicia Hubber
(Signature of Authorized Agent)

For Use By County:

Application Received ✓

Application Fee Paid $

Permit Issued

Insurance Certificate Received ✓

Indemnity Agreement Signed

Deposit Received: $ 20,000.-

GIVE THIS SHEET TO YOUR INSURANCE CARRIER

THIS PAGE IS TO BE MADE A PART OF INSURANCE POLICY # _____

INSURANCE REQUIREMENTS

Before Columbia County can issue a permit for a public event, the sponsor must provide proof of public liability insurance, including property damage, covering all sponsor's activities, including volunteers, arising out of the event with a single limit policy of not less than $2,000,000 covering all claims per occurrence.

The policy also shall bear the following endorsement:

> "Without prejudice to coverage otherwise existing herein, Columbia County and all other affected public agencies, the Board of County Commissioners and the boards of other affected public agencies, their officers including the Columbia County Sheriff, agents and employees are included as additional insureds under this policy as to any claims or claims for injury to person, including death, or damage to property, resulting from or growing out of the activities of the named insured, including all volunteers, under the permit issued by the county for:
>
> (Hood To Coast, Portland To Coast Walk, and Portland To Coast High School Challenge Relays)
>
> "It is understood and agreed that this policy shall not terminate or be canceled prior to the completion of the event without first giving 30 days written notice of intention to terminate or to cancel said policy to the county.
>
> "Notwithstanding the naming of additional insureds, the said policy shall protect each insured in the same manner as though a separate policy had been issued to each; but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured."

A Certificate of evidence of such insurance, together with the above endorsement, shall be submitted to the County and shall be subject to the approval of the County Counsel on behalf of Columbia County as to the adequacy of protection.

SEND CERTIFICATE TO:
Natural Resources Director
Columbia County Courthouse
230 Strand, Room 318
St. Helens, Oregon 97051
503.397.3839 (O)
503.366.3925 (Fax)
zemaitc@co.columbia.or.us

GIVE THIS SHEET TO YOUR INSURANCE CARRIER

THIS PAGE IS TO BE MADE A PART OF INSURANCE POLICY # _____

INSURANCE REQUIREMENTS

Before Columbia County can issue a permit for a public event, the sponsor must provide proof of public liability insurance, including property damage, covering all sponsor's activities, including volunteers, arising out of the event with a single limit policy of not less than $1,000,000 covering all claims per occurrence.

The policy also shall bear the following endorsement:

> "Without prejudice to coverage otherwise existing herein, Columbia County and all other affected public agencies, the Board of County Commissioners and the boards of other affected public agencies, their officers including the Columbia County Sheriff, agents and employees are included as additional insureds under this policy as to any claims or claims for injury to person, including death, or damage to property, resulting from or growing out of the activities of the named insured, including all volunteers, under the permit issued by the county for:
>
> (Hood To Coast, Portland To Coast Walk, and Portland To Coast High School Challenge Relays)
>
> "It is understood and agreed that this policy shall not terminate or be canceled prior to the completion of the event without first giving 30 days written notice of intention to terminate or to cancel said policy to the county.
>
> "Notwithstanding the naming of additional insureds, the said policy shall protect each insured in the same manner as though a separate policy had been issued to each; but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured."

A Certificate of evidence of such insurance, together with the above endorsement, shall be submitted to the County and shall be subject to the approval of the County Counsel on behalf of Columbia County as to the adequacy of protection.

SEND CERTIFICATE TO:
Natural Resources Director
Columbia County Courthouse
230 Strand, Room 318
St. Helens, Oregon 97051
lonny.welter@co.columbia.or.us

COLUMBIA COUNTY

1854

OREGON

INDEMNITY AGREEMENT

Natural Resources Administrator
Columbia County Courthouse
230 Strand, Room 318
St. Helens, Oregon 97051
503.397.3839

Board of County Commissioners
Columbia County Courthouse
230 Strand, Room 331
St. Helens, Oregon 97051
503.397.4322

Date: ___January 1, 2016_____

In consideration of the issuance of a permit by Columbia County for the Public Road Event known as _Hood To Coast Relay, Portland To Coast Walk Relay, & Portland To Coast High School Challenge Relay_, to be held on _August 26-27, 2016____, the undersigned sponsor/applicant for the event hereby agrees to defend, indemnify and hold Columbia County and other affected public agencies, the Board of County Commissioners and the boards of other affected public agencies, their officers, agents and employees (the "indemnitees") harmless from:

1. All liability, damage, loss, cost or expense, including but not limited to attorneys' fees, that the indemnitees may sustain or incur on account of any damage to or destruction of any property that the county may own or in which it may have an interest;

2. All liability, damage, loss, cost or expense, including but not limited to attorneys' fees, on account of any damage to or destruction of any property belonging to any person, firm or corporation; and

3. All liability, damage loss, cost or expense, including but not limited to attorneys' fees, on account of any damage resulting from injury to or death of any person or persons

resulting from or in any way connected with the use by the sponsor/applicant, its agents or employees, of the street, area or facility to which the permit pertains.

RETURN TO:
Natural Resources Administrator
Columbia County Courthouse
230 Strand, Room 318
St. Helens, Oregon 97051
503.397.3839(O)
503.366.3925 (Fax)
zemaitc@co.columbia.or.us

_Hood To Coast/Portland To Coast Relays____
(Name of Sponsor)

By: Terry Robbe
(Signature of Authorized Agent)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/25/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
JD Fulwiler & Co. Insurance, Inc.
5727 SW Macadam Ave
PO Box 69508
Portland OR 97239

CONTACT NAME: Kristina Solberg
PHONE (A/C, No, Ext): (503)293-8325 FAX (A/C, No): (503)293-5418
E-MAIL ADDRESS: ksolberg@jdfulwiler.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Starr Indemnity & Liability	
INSURER B: Evanston Insurance	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Foote Sports Productions Inc
9655 SW Sunshine Ct
Suite 500
Beaverton OR 97005

COVERAGES CERTIFICATE NUMBER: CL1612537626 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		10001068061	7/15/2016	7/15/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			10001068061	7/15/2016	7/15/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
B	UMBRELLA LIAB OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			XOBW6362616	7/15/2016	7/15/2017	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Columbia County and all other affected public agencies, the Board of County Commissioners and the boards of other affected public agencies, their officers including the Columbia County Sheriff, agents and employees are named as additional insured but only with respect to liability arising out of the operations of the named insured during the policy period. Relay race activities - Hood To Coast Relay & Portland To Coast Walk, per endorsement attached.

CERTIFICATE HOLDER

Columbia County
230 Strand Rm 318
St. Helens, OR 97051

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Nancy Rohde/NANC

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Columbia County **230 Strand Rm 318** **St. Helens, OR 97051**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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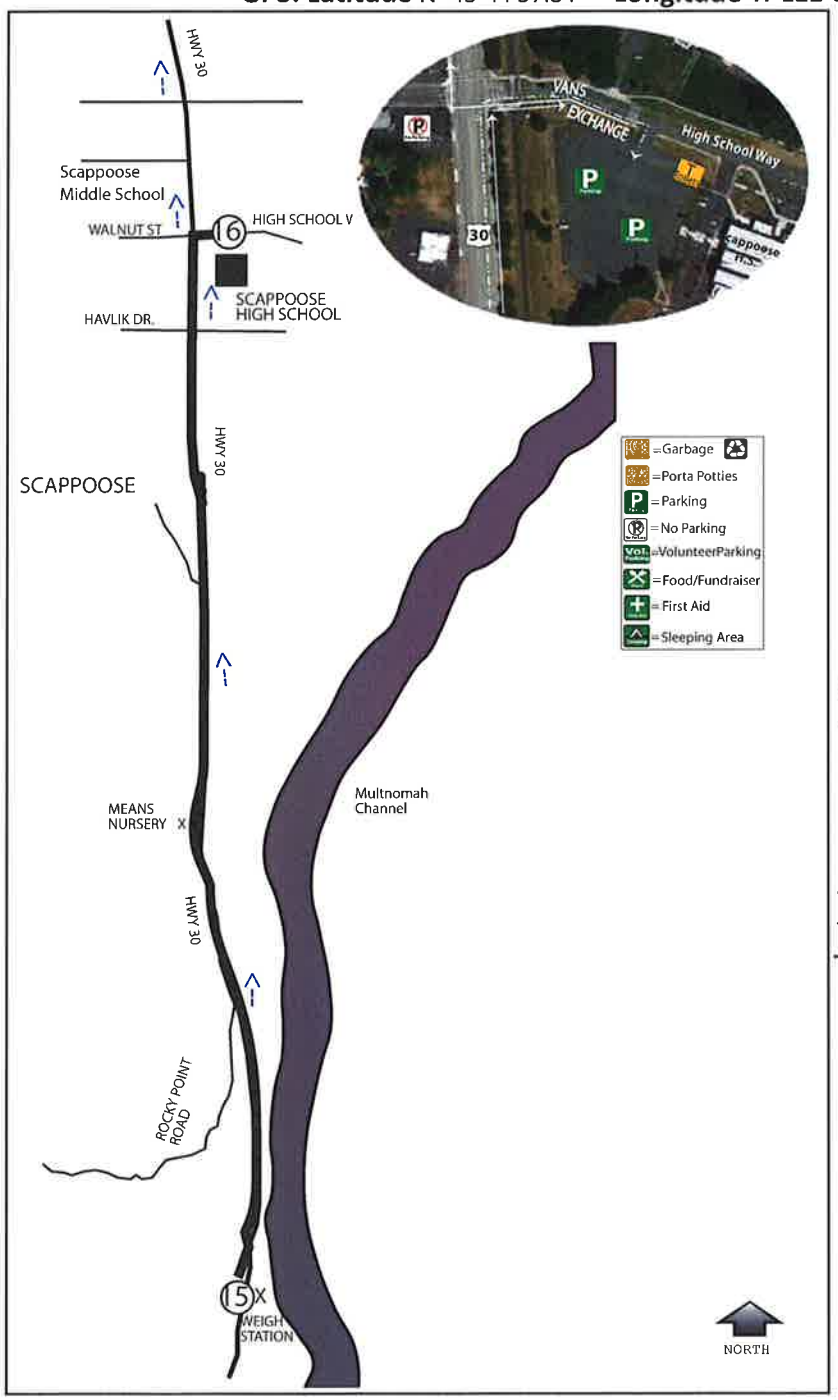
LEG 16

VAN 1 — 3.92 Mi. - Easy

LEG DESCRIPTION: Gently rolling terrain on paved shoulder along Highway 30.

EXCH 16. ADDRESS: 33700 SE High School Way, Scappoose, OR 97056 (Scappoose High School)

GPS: Latitude N 45°44'57.34" **Longitude** W 122°52'27.54"



- **RUNNERS TO RUN ALONG RIGHT SIDE OF HWY 30 WITH THE VAN TRAFFIC (UP TO RIGHT TURN ON HIGH SCHOOL WAY. VANS TURN RIGHT FROM HWY 30 ONTO HIGH SCHOOL WAY TO PARK IN HIGH SCHOOL PARKING LOT.**

DRIVER NOTES:

Van parking at Scappoose High School parking lot on right.

Last stop for gas and provisions at/near Exchange 17 (Hwy 30/St. Helens). No fuel after Leg 18.

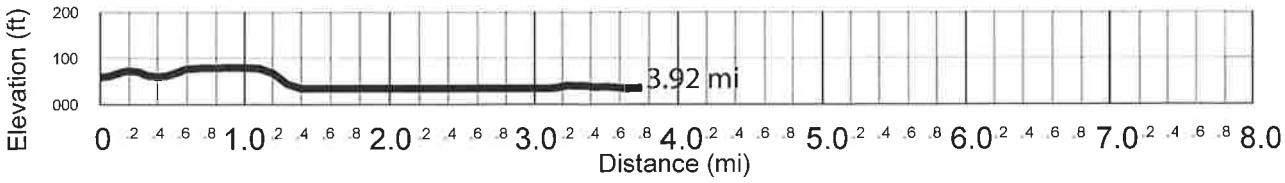
Scappose High School Cross Country Team - Showers, Food, Free Coffee 6pm - 6am

VANS MUST NOT STOP ON SHOULDER OF HWY 30!

DIRECTIONS EX #15 - EX #16:

0.00 Exchange #15 / Weigh Station
↑ 0.84 Rocky Point Road / HWY #30
↑ 2.51 Bonneville Dr/Johns Landing Rd
→ 3.79 Hwy #30/ SE High School Way
3.92 **Exchange #16 @ east parking lot of Scappoose High School**

Highly encouraged to wear high visibility clothing (no dark colors), and for non-participating teammates outside van to wear a reflective vest & LED flasher (6pm-9am).



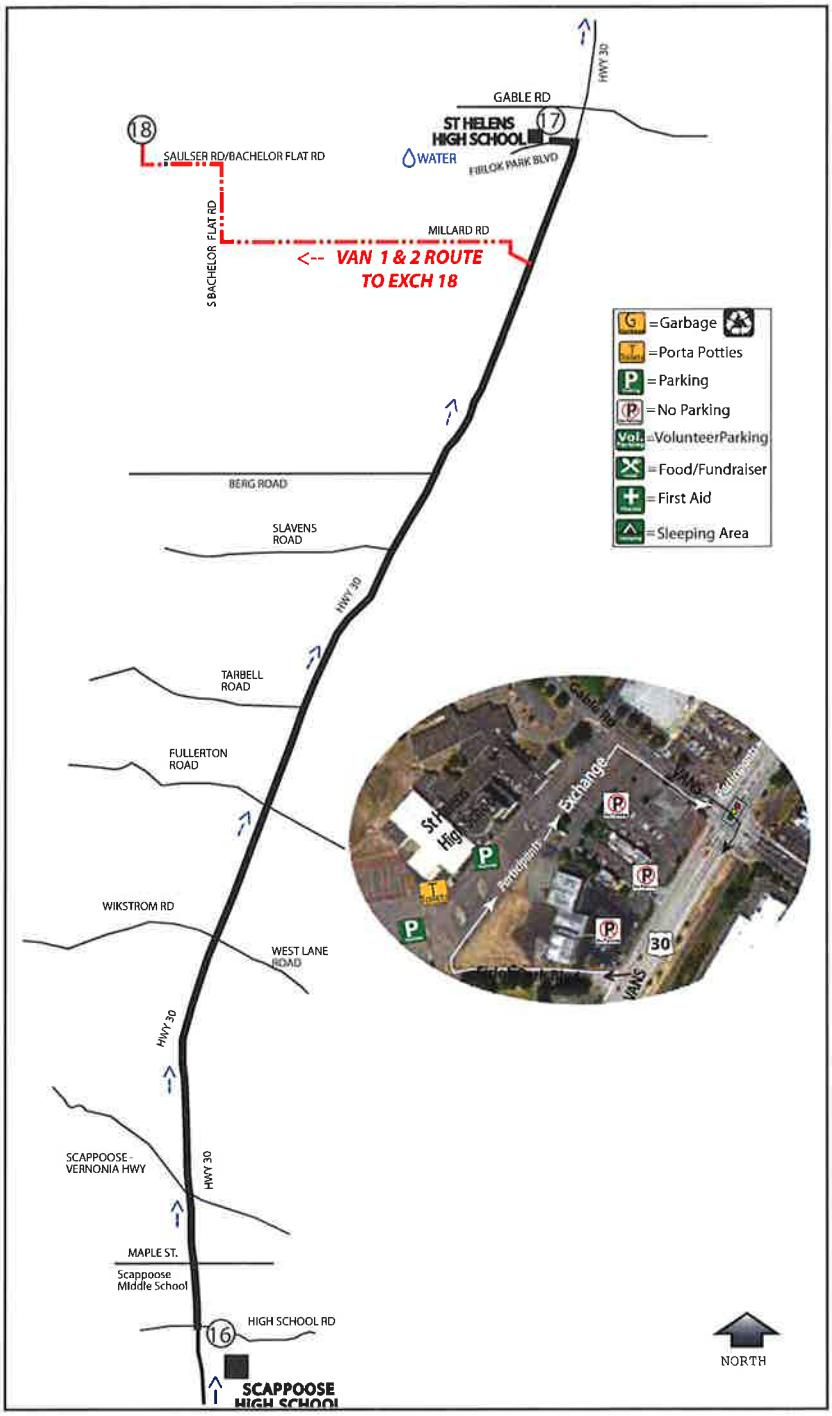
VAN 1 — 7.77 Mi.- Moderate

LEG 17

LEG DESCRIPTION: Basically flat terrain on paved shoulder along HWY 30.

EXCH 17. ADDRESS: 2375 Gable Road, St. Helens, OR 97051 (St. Helens High Scho

GPS: Latitude N 45°50'55.46" **Longitude W** 122°50'0.38"



- **From Exch. 16, runners cross with light at High School Way/Walnut St crosswalk ONLY. Then proceed north on left sidewalk of HWY 30, facing traffic.**

- **From Exch. 17, runners continue north on left sidewalk of HWY 30 to Pittsburgh Rd (see Leg 18 directions).**

DRIVER NOTES:

- **Do not stop on side of HWY 30 near Exch. 17 to drop off or pick up teammates!**

INTO VAN PARKING: turn left at 'Firlock Park Blvd' and proceed to parking directly on right in St Helens High School parking lot.

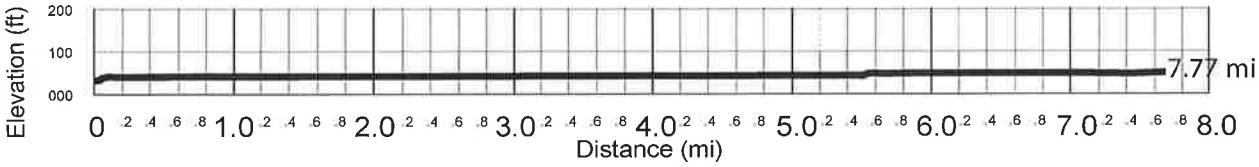
- **FROM EXCH 17 PARKING TO EXCH 18:** turn right at north end of Exch 17 parking lot onto 'Gable Rd' to stoplight and go right (south), back on HWY 30 to Millard Rd. Take a right on Millard Rd and continue to S. Bachelor Flat Rd. Take a right and continue to Bachelor Flat/Saulser Rd (take a left) and continue straight to Exch 18.

Please keep noise down as you drive to Exch. 18 (10pm-7am)! Thanks!

Showers, pancake/food fundraiser at St. Helens High School! (Exch 17)

RUNNER DIRECTIONS EX #16 - EX #17:

0.00 Exchange #16 @ Scappoose High School / HWY 30
↑ 0.13 High School Way/Walnut St/HWY 30
↑ 1.05 Scappoose Vernonia HWY / HWY 30
↑ 2.25 Wikstrom Road/W Lane Rd / HWY 30
↑ 3.12 Fullerton Road / HWY 30
↑ 4.67 Berg Road / HWY 30
↑ 6.72 Millard Rd / HWY 30
← 7.45 Frank Park Rd / HWY 30
7.77 St Helens High School, Exch #17 @ Gable Rd/HWY 30

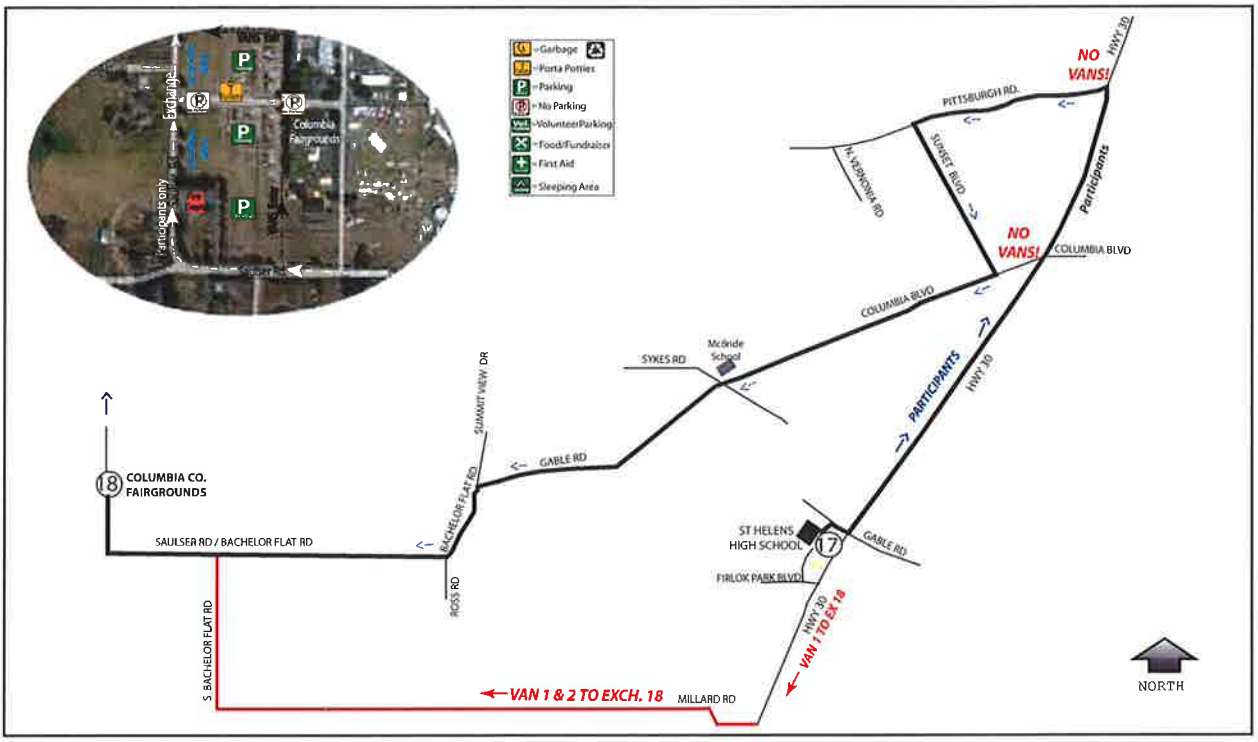


LEG 18

VAN 1 & VAN 2 (major van exchange) 5.23 Mi. - Hard

LEG DESCRIPTION: Flat and gradual uphill terrain on hwy and paved back country roads.

EXCH 18. ADDRESS: 58892 Saulser Road St. Helens, 97051 (Columbia Co. Fairgrounds)
GPS: Latitude N 45°51'1.98" **Longitude W** 122°52'20.30"



DRIVER NOTES FROM EX #17 - EX #18:

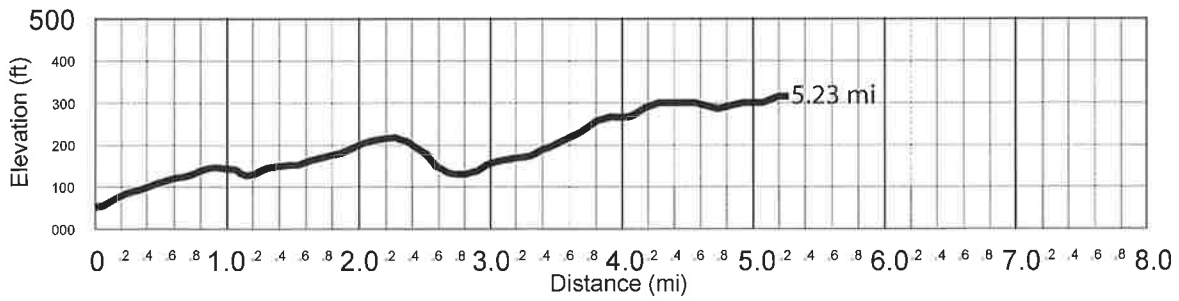
<u>VAN 1</u>: from Exch 17 turn **right** from north end of Exch parking lot onto 'Gable Rd' to stoplight and go **right** (south) back on HWY 30 to Millard Rd (0.79 mi south). Take a right on Millard Rd and continue to S. Bachelor Flat Rd. Take a **right** and continue on to Bachelor Flat Rd/Saulser Rd. Take a **left**, and continue straight to Exchange 18. (**See Van Route on Leg 17 or Leg 18 map**). **Don't stop within 500 ft. of exchange.**
<u>VAN 2</u>: (**<u>0.79 miles BEFORE EXCH 17</u>**) on HWY 30, turn **left** on Millard Rd. Continue 1.48 miles and turn **right** onto S. Bachelor Flat Rd. Continue another .50 miles and turn **left** on Bachelor Flat Rd/Saulser Rd and proceed to Exch 18. **Van parking in Columbia Co. Fairgrounds (<u>See Van Route on Leg 17 or Leg 18 map</u>)**

Exch 18 sleeping only permitted in designated, roped off sleeping areas. Tents ARE allowed! **DQ possible if found sleeping on ground in general Exch. parking area.**

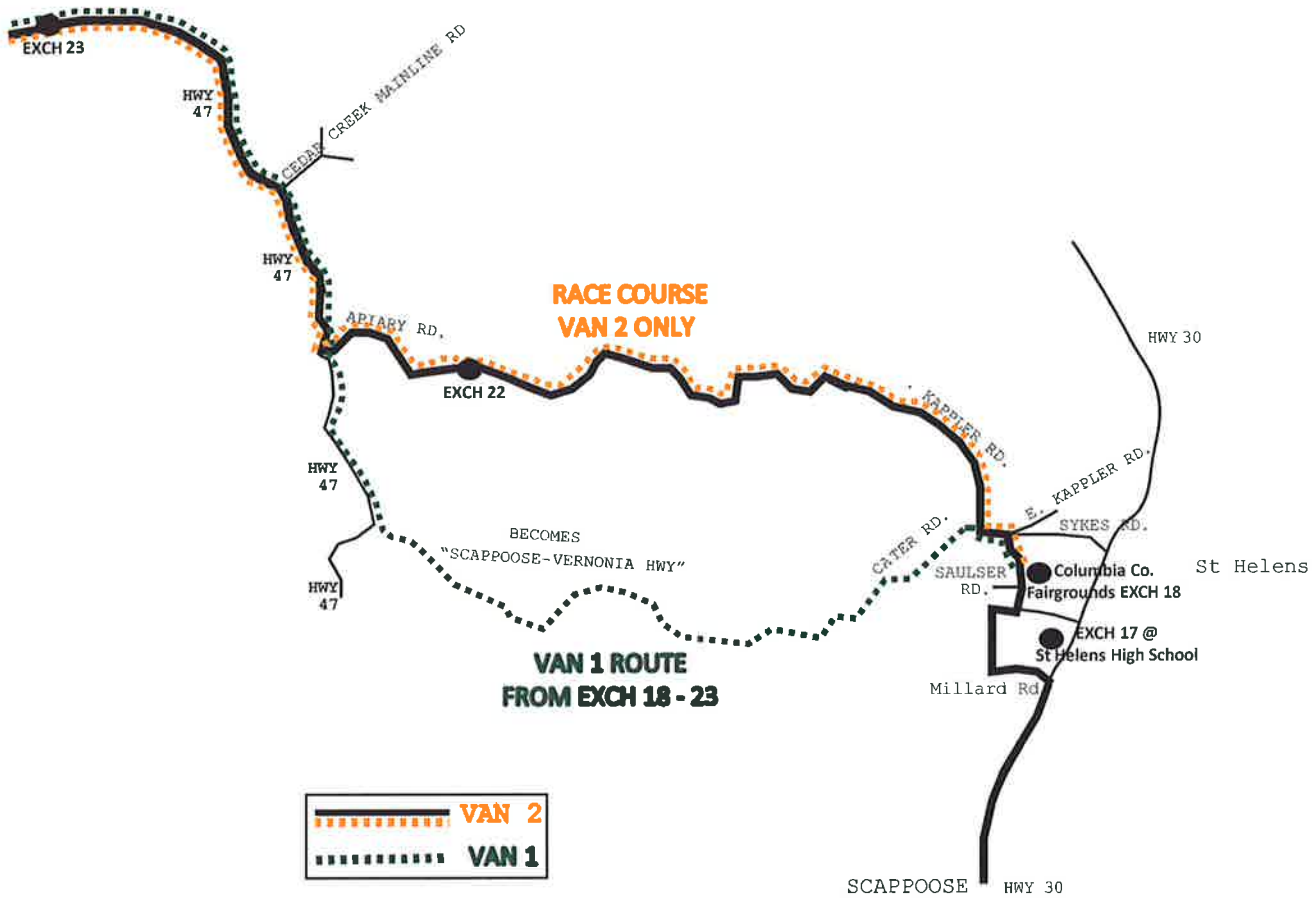
<u>Keep noise down (quiet neighborhood) 10pm - 7am.</u> No provisions next 20 miles.

RUNNER DIRECTIONS EX#17-EX#18:

	0.00	St Helens High School/Ex 17 @ Gable Rd. near HWY 30
↑	0.49	Sykes Rd/HWY 30
←	1.71	HWY 30/Pittsburgh Rd
←	2.02	Pittsburgh Rd/Sunset Blvd
→	2.48	Sunset Blvd/Columbia Blvd
↑	3.30	Columbia Blvd/Sykes Rd
→	3.62	Columbia Blvd/Gable Rd/Bachelor Flat Rd
←	3.98	Bachelor Flat Rd/Gable Rd/ Summit View Drive
→	4.19	Bachelor Flat Rd. continues to curve to right. (near Ross Rd)
	5.23	Columbia Co. Fairgrounds Exch. 18 @ Saulser Rd



VAN 1 ROUTE TO EXCHANGE 24



Only Van 2 with a COLORED "race vehicle" sign in window will be allowed to proceed on the course between Exch 18 and 23.

VAN 1 DRIVING DIRECTIONS:

↑ • Continue along the race course slightly past Exchange 18 on Saulser Road
← • Turn left onto Sykes Road
↑ • Sykes Road becomes Cater Road after .77 mile, at the corner of Sykes Rd. /W. Kappler Rd
↑ • Continue 4.7 miles on Cater Road
→ • Turn slight right onto the Scappoose-Vernonia HWY
↑ • Go straight onto OR 47/ Nehalem HWY North/Scappoose Vernonia HWY (11 miles)
↖ • 1.24 miles before Exch 24, veer slight left onto HWY 202 (at HWY 47/HWY 202 split off) and continue to Exchange 24.

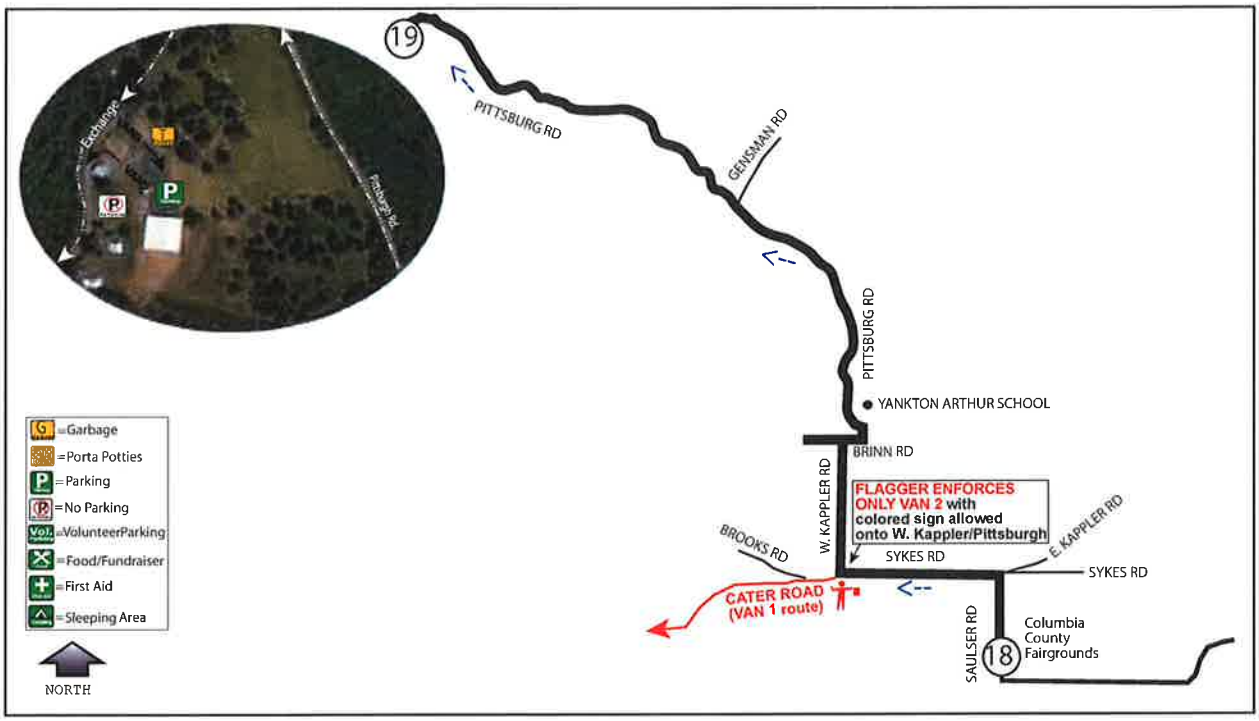
LEG 19

VAN 2 — 5.89 Mi. - Very Hard

LEG DESCRIPTION: Long leg over challenging up and down hills on paved back country roads. **Cell phone coverage unreliable until after Leg 32**

EXCH 19. ADDRESS: 30732 Pittsburgh Road St. Helens, OR 97051

GPS: Latitude N 45°54'5.45" Longitude W 122°56'2.12"



DRIVER NOTES:

IMPORTANT: ONLY VAN 2 WITH THE COLORED "RACE VEHICLE" SIGN IS ALLOWED TO PROCEED ALONG THE RACE COURSE BETWEEN EXCHANGES #18 AND #23

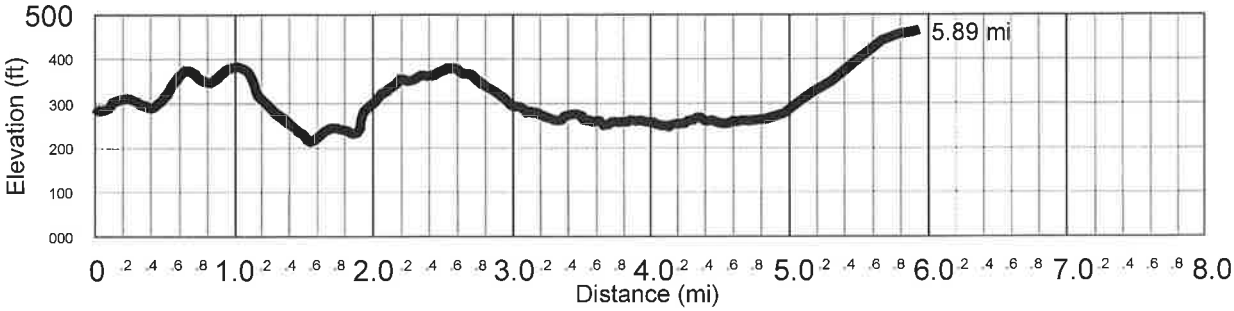
- Exchange is on the left side of road.
- **Van parking in field on left. No vans on right side of the road near Exchange, or blocking other neighbor driveways.**

No gas/provisions on this leg. **Cell phone coverage becomes unreliable.**

LEGS 19-35: Encouraged to wear high visibility clothing (no dark colors), and for non-participating teammates outside van to wear a reflective vest & LED flasher (6pm-9am)!

DIRECTIONS EX #18 - EX #19:

0.00 Columbia County Fairground Exchg. #18 @ Saulser Rd.
← 0.37 Saulser / E. Kappler / Sykes Road
→ 1.14 Sykes / W. Kappler Road
→ 1.88 W. Kappler / Brinn Road
← 1.90 Brinn / Pittsburgh Road (Yankton School)
↑ 2.70 Pittsburgh / Gensman Road
5.89 Exchange #19 @ Pittsburgh Road



VAN 2

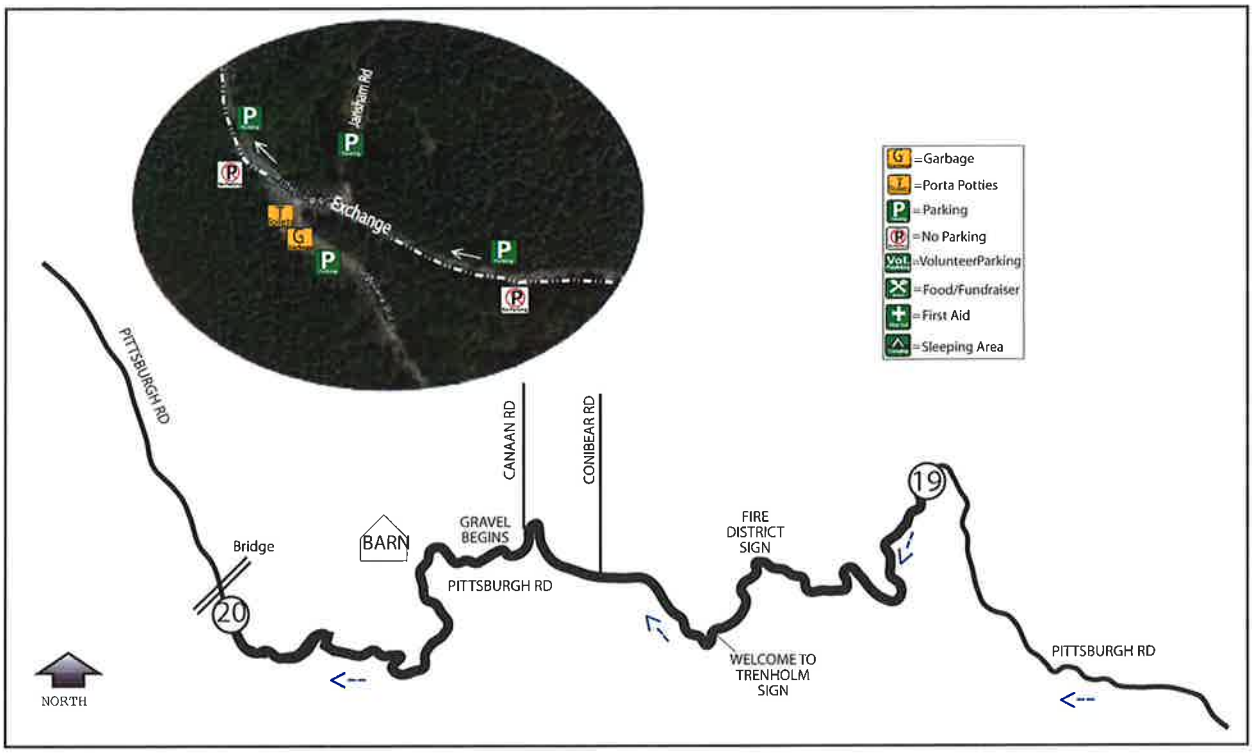
5.75 Mi.- Very Hard

LEG 20

LEG DESCRIPTION: Very challenging up and downhills on partially paved and gravel back-country roads.

EXCH 20. ADDRESS: **9.75 mi on Pittsburgh Rd (near Janshaw Rd). St. Helens, 97051**

GPS: Latitude N 45°53'26.73" **Longitude W 122°59'50.38"**



DRIVER NOTES:

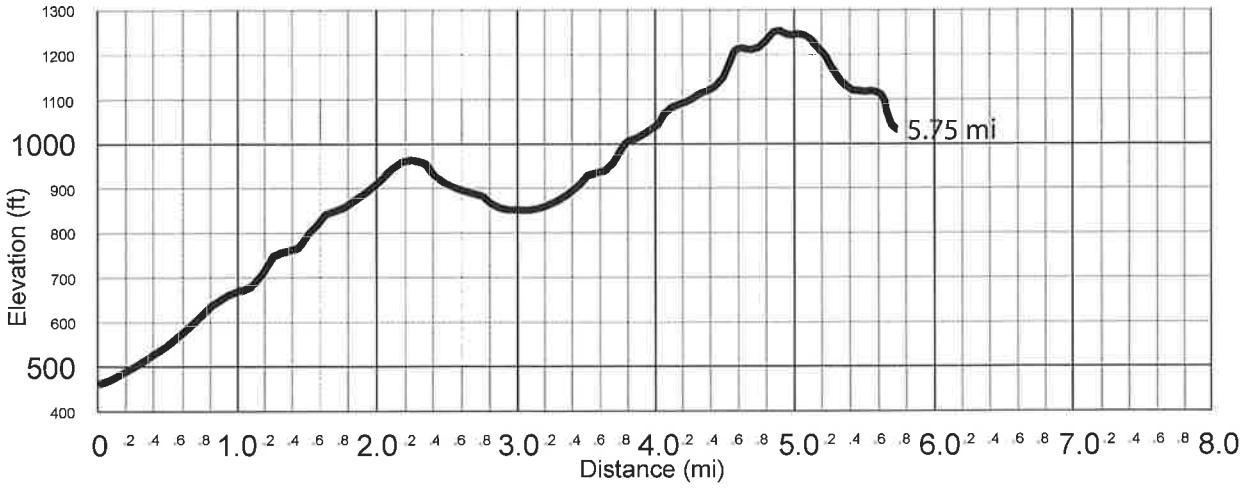
IMPORTANT: **ONLY VAN 2 WITH COLORED SIGN ALLOWED.**

Do not drop off runner near exchange (causes immediate back-up). Van parking on Willark Rd. (side road) to the left of Exchange. Recommend only Leg 20/21 participants out at this tight exchange.

No provisions available. Cell phone communication unlikely from legs #20-32. A bandana or scarf is recommended to ease breathing due to dust on gravel road.

DIRECTIONS EX #19 - EX #20:

0.00 Exchange #19 on Pittsburgh Road
↑3.03 Gravel section begins
↑3.90 Large barn on right
5.75 Exchange #20 on Pittsburgh Road



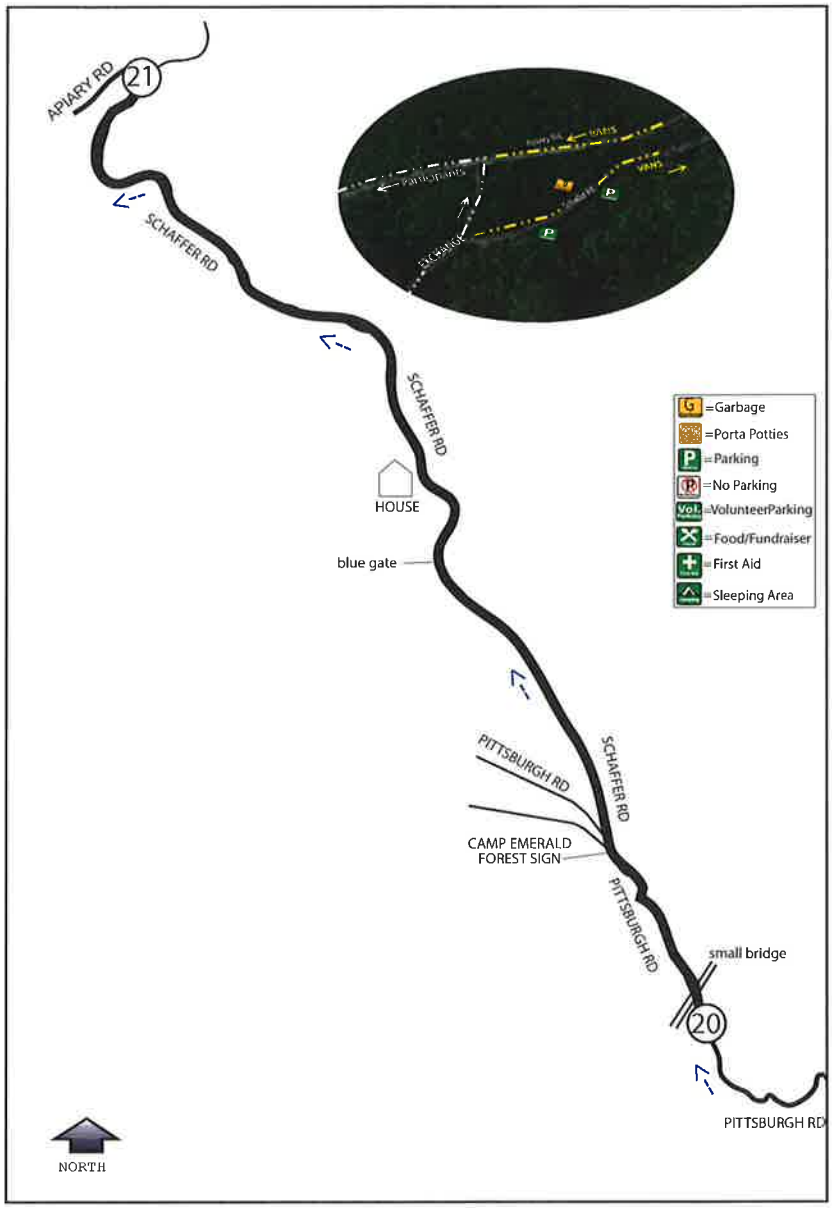
LEG 21

VAN 2

5.06 Mi. - Moderate

LEG DESCRIPTION: Flat, slightly downhill terrain near a creek on gravel back roads.

EXCH 21. ADDRESS: **(4.7 miles) on Schaffer Road Vernonia, OR 97064**
GPS: Latitude N 45°56'44.10" **Longitude** W 123° 2'37.09"



DRIVER NOTES:

IMPORTANT:
ONLY VAN 2 WITH COLORED SIGNS ALLOWED.

Do not drop off runner near exchange (causes immediate back-up).

Van parking on right side of Schaffer Road beyond exchange. Vans must park and leave access to road open and unblocked. Do not block Camp Emerald Forest's drive. Vans to proceed on Schaffer Road and turn left onto Apiary Rd. (Oak Ranch Road) where they will join participants on their leg.

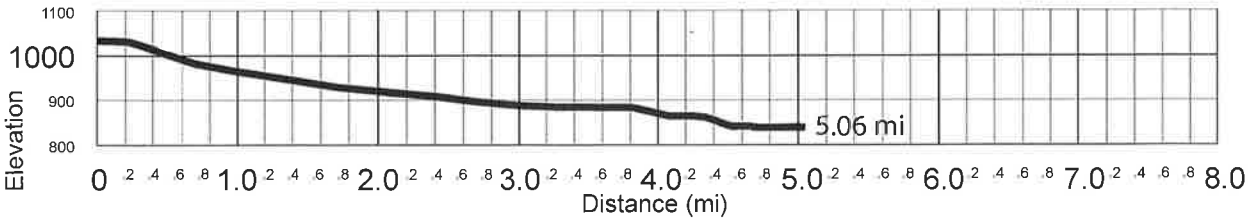
****A bandana or scarf is recommended to ease breathing due to dust on gravel road. (Very dark during night run).**

No provisions available on this leg.

DIRECTIONS EX #20 - EX #21:

0.00 Exchange #20 on Pittsburgh Road
→ 0.30 Camp Emerald Forest sign (3-prong fork in road - take far right fork onto Schaffer Road)
↑ 2.00 Blue gate on left
↑ 2.28 House on left near creek (many old cars)
5.06 Exchange #21 on Schaffer Road

Encouraged to wear high visibility clothing (no dark colors), and for non-participating teammates out-side van to wear a reflective vest & LED flasher (6pm-9am).



VAN 2

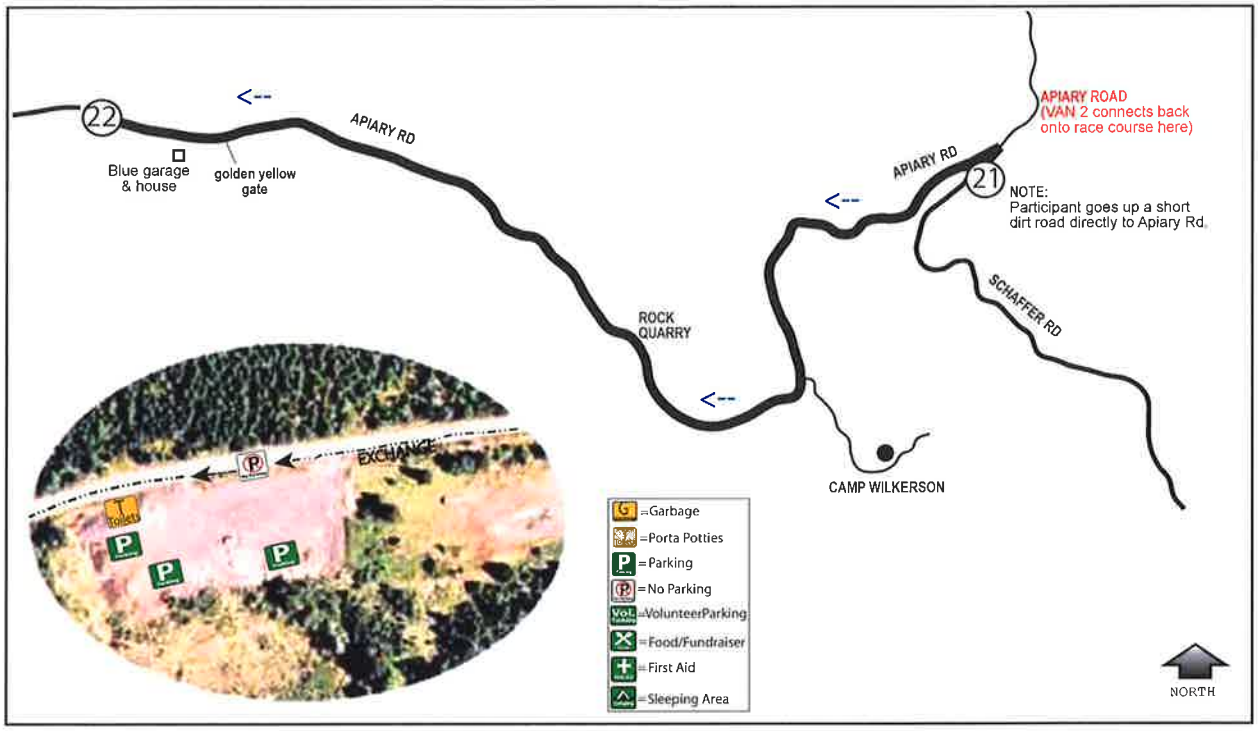
6.70 Mi.- Hard

LEG 22

LEG DESCRIPTION: Gradual up and downhills on paved but narrow back country roads.

EXCH 22. ADDRESS: 20380 Apiary Road Vernonia, OR 97064

GPS: Latitude N 45°56'57.53" **Longitude W** 123° 8'55.55"



DRIVER NOTES:

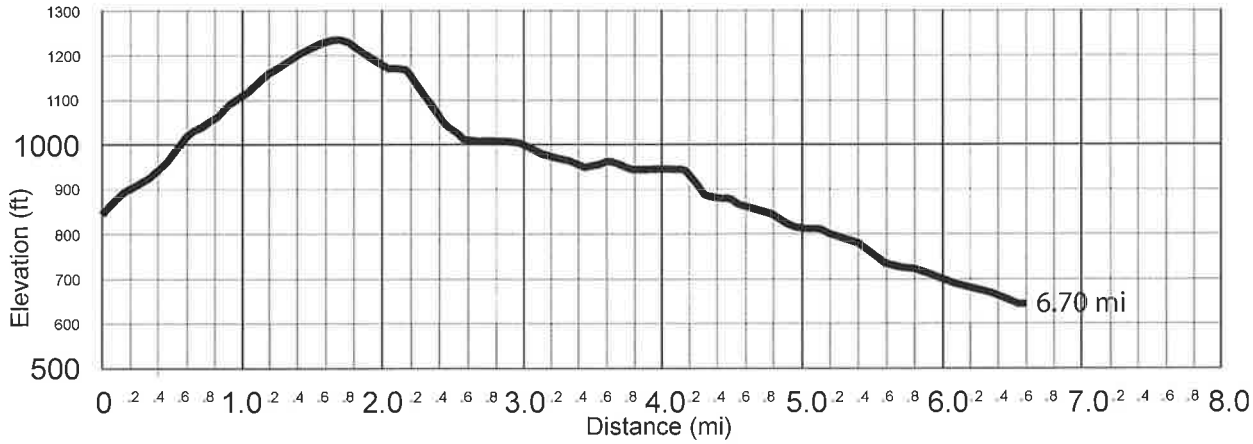
IMPORTANT:

ONLY VAN 2 WITH COLORED SIGN ALLOWED.

- Van parking in the large field on the left side of the road.
- Participant must be aware of potentially fast moving non-race traffic on this leg.
- Watch your footing! Some uneven terrain at Exchange 22.

DIRECTIONS EX #21 - EX #22:

0.00 Exchange #21 on Schaffer Road
← 0.03 Schaffer Spur Road / Apiary Road
↑ 1.67 Wilkerson County Park
↑ 3.77 Rock quarry on right
↑ 4.57 Golden-yellow gate on left
↑ 6.57 Small blue house and garage on left
6.70 Exchange #22 on Apiary Rd



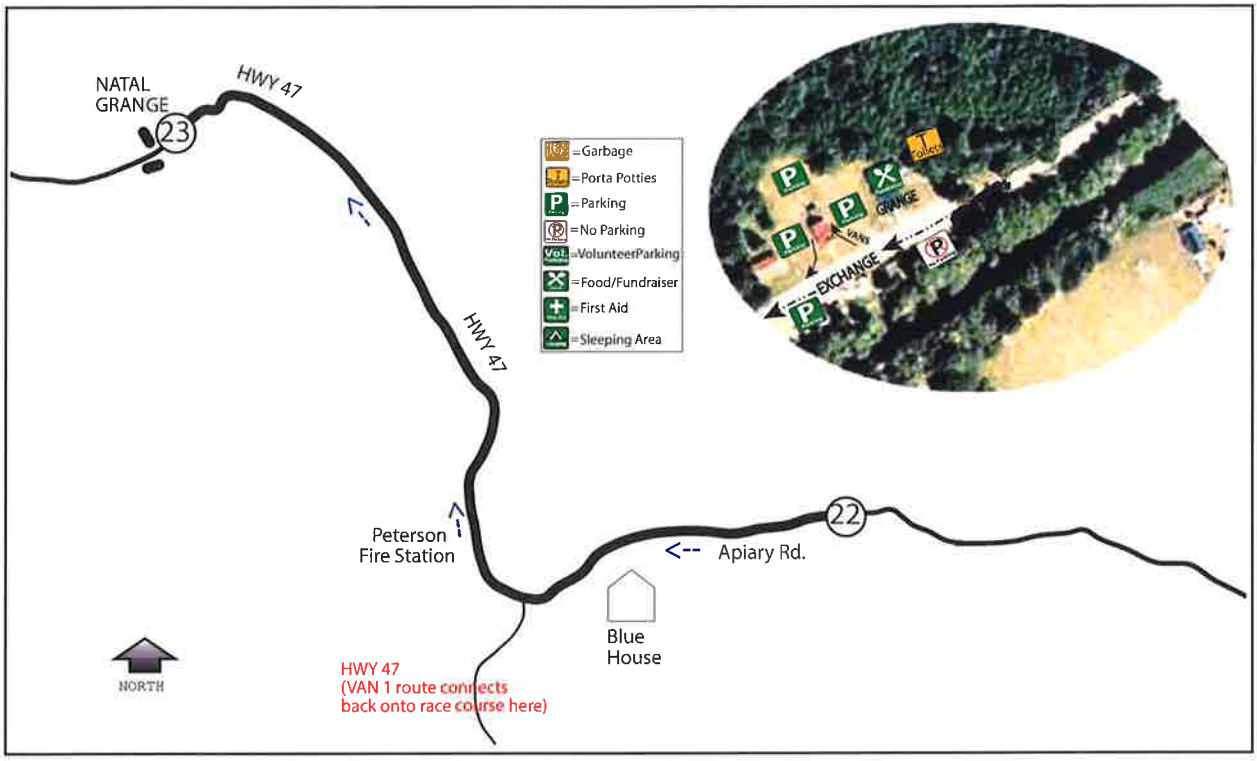
LEG 23

VAN 2 — 4.23 Mi. - Easy

LEG DESCRIPTION: Basically flat terrain on narrow country roads with minimal shoulder

EXCH 23. ADDRESS: (From right turn onto Hwy 47) continue 3.36 miles on Hwy 47/Nehalem Hwy to Exchange. 67528 Nehalem Hwy N, Vernonia, OR 97064

GPS: Latitude N 45°58'31.23" **Longitude W** 123°11'47.94"



DRIVER NOTES:

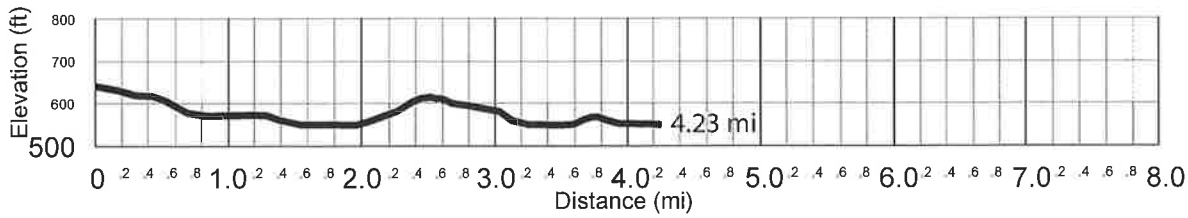
IMPORTANT:

ONLY VAN 2 WITH COLORED SIGN ALLOWED.

- **Van parking at Natal Grange and across street in hay field (67583 Ne -halem Hwy N)** as instructed by volunteers.
- **Refreshments/breakfast fundraiser at Natal Grange!**
- **Don't stop before parking to drop off runner (immediately creates congestion).**

DIRECTIONS EX #22 - EX #23:

0.00 Exchange #22 on Apiary Rd
→ 0.76 Apiary Road / HWY 47 (Nehalem Hwy)
↑ 0.99 Peterson Station (fire station) on left
4.23 Natal Grange Exchange #23 @ HWY 47



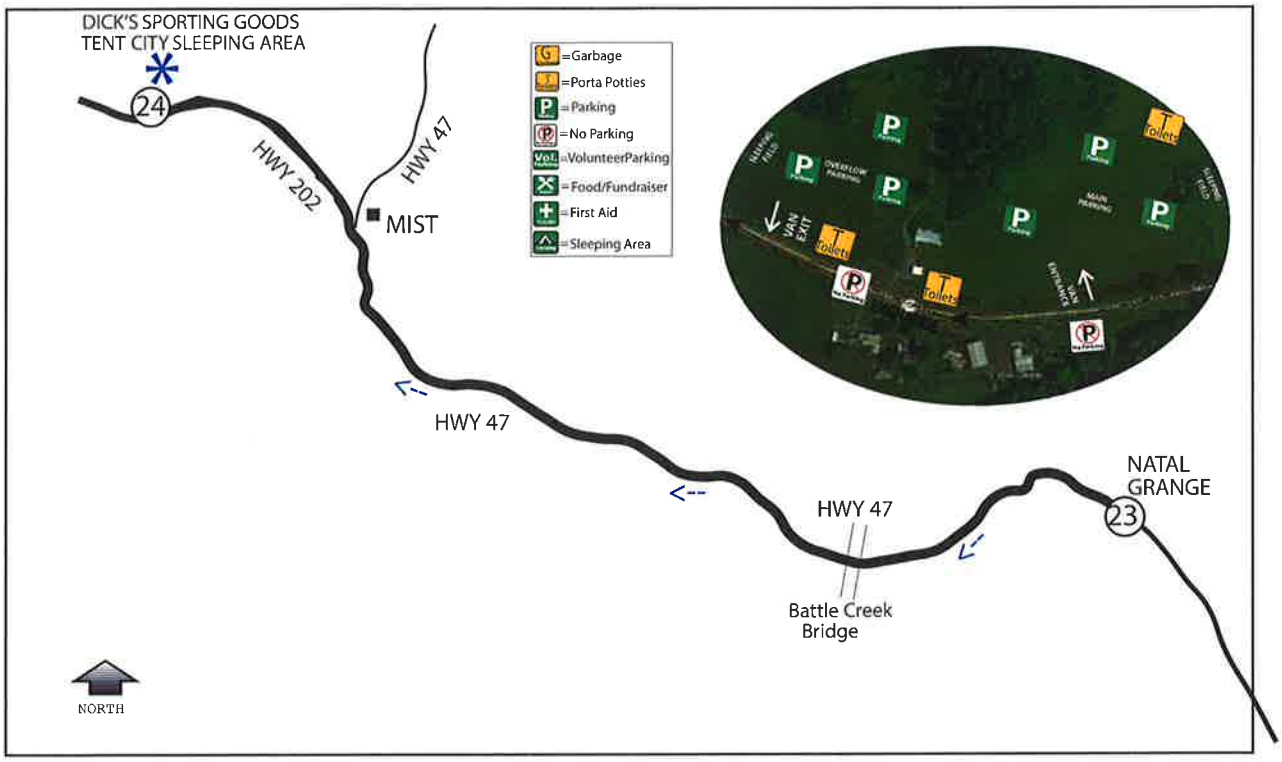
VAN 2 & VAN 1 (major van exchange) 4.87 Mi.- Easy

LEG 24

LEG DESCRIPTION: Flat terrain along Nehalem River and through pastoral setting on Hwy 47 and Hwy 202.

EXCH 24. ADDRESS: 13950 Hwy 202 Birkenfeld, OR 97016 m.p. 44.9

GPS: Latitude N 46° 0'10.11" **Longitude W 123°16'42.85"**

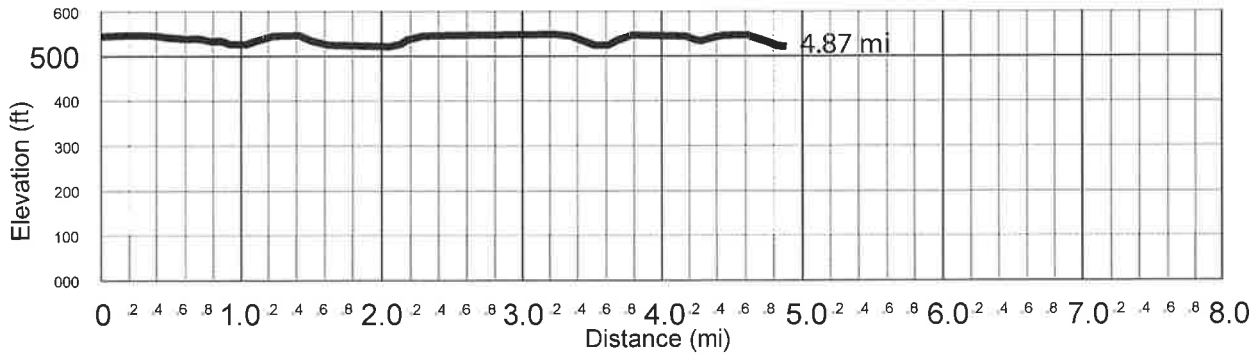


DRIVER NOTES:

- Van parking in two large fields along the right side of the road.
- **Don't drop off runners within 500 ft. of exchange** (immediately creates congestion).
- Two large open Sleeping Areas are provided. **(Risk Disqualification for not sleeping in designated area). Tents ARE allowed here.**
- Encouraged to wear high vis clothing (no dark colors), and for team-mates outside van to wear reflective vest & LED flasher (6pm-9am).

DIRECTIONS EX #23 - EX #24:

0.00 Natal Grange Exchange #23 @ Highway 47
↑0.83 Country Museum on left
↑1.15 Battle Creek Bridge
↑3.55 Nehalem Valley Automotive/ Mist
↑3.66 Highway 47 / 202
4.87 Mist Exchange #24 @ HWY 202 (NO GAS!)

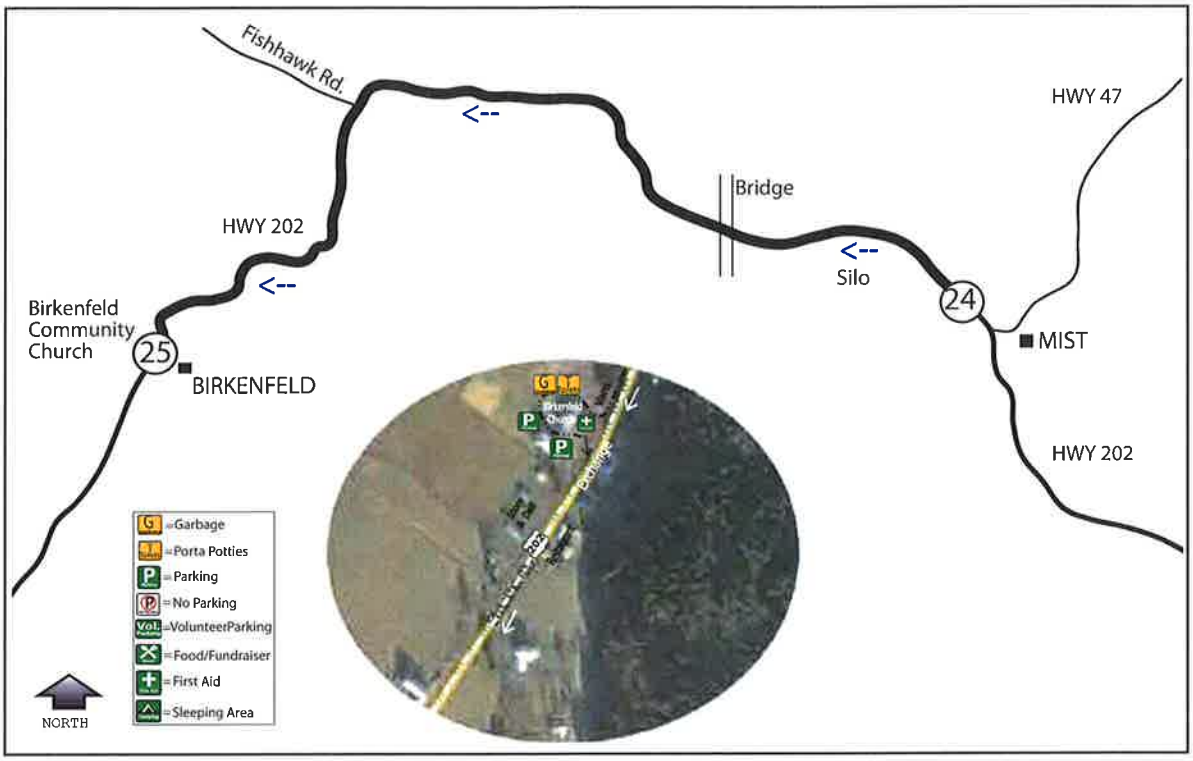


LEG 25

VAN 1 — 3.80 Mi. - Easy

LEG DESCRIPTION: Gently rolling terrain (last 2 miles) on paved country roads

EXCH 25. ADDRESS: 11249 Hwy 202 Birkenfeld, OR 97016 m.p. 41.2
GPS: Latitude N 45°59'44.55" Longitude W 123°20'2.80"

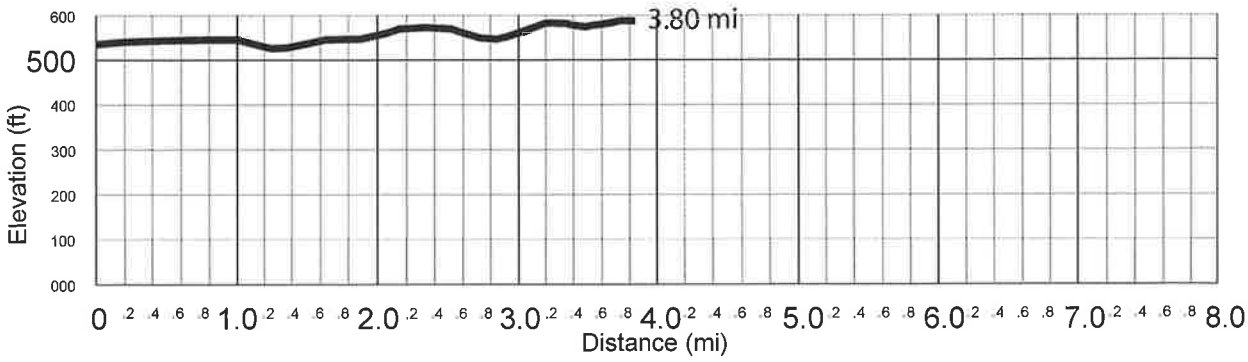


DRIVER NOTES:

- Van parking in Birkenfeld Church lot on right of road. Ex change is on left.
- Other provisions available at restaurant (open 24 hrs) and General Store at end of town. **No gas available.**

DIRECTIONS EX #24 - EX #25:

0.00 Mist Exchange #24 @ HWY 202
↑ 1.19 Nehalem River bridge
↑ 1.76 Mist/Birkenfeld fire station
↑ 3.10 HWY 202 / Fishhawk Rd
3.80 Birkenfeld Community Church Exchange #25 @ HWY 202



Oregon

Kate Brown Governor

Department of Transportation
District One
350 West Marine Drive
Astoria, OR 97103
Voice 503-325-7222
Fax 503-325-1314

June 27, 2016

2016 Hood To Coast Relay
C/O Felicia Hubber
9655 SW Sunshine Court, Suite 500
Beaverton, OR 97005

RE: Authority for "Hood to Coast Relay" in Districts 1, 2B & 2C
On Oregon Department of Transportation Right-of-Way

This letter serves as your authority to run the "Hood To Coast Relay" in Districts 1, 2B & 2C on August 26th & 27th, 2016.

District 2C

The Hood To Coast start time at Timberline is 5:00AM with 1050 running teams. Teams will traverse Timberline Hwy 173 and enter Mt. Hood Hwy 26 at Mazama Road. Participants will stay on the north side of Hwy 26 the entire route in District 2C; support vans shall not cross or impede highway traffic. Oregon State Police will assist at the start line reminding participants of the importance of safety and filling out correct medical information on their race bibs, as well as patrolling the entire route with other agencies.

Participants will travel westbound on the shoulder of Hwy 26 then follow Government Camp Loop until it intersects back onto Hwy 26. Leg 2 runs through the US 26 Mt. Hood Safety Project area that stretches from Government Camp to Kiwanis Camp Road. Under normal conditions, runners have a six foot wide shoulder. A concrete barrier will be placed on the north side of the highway for 1.5 miles and will reduce the shoulder width and restrict the west bound travel lanes. For safety of the runners, the ODOT project manager has requested 'no work' the day of the event which will prevent conflicts with construction vehicles and runners. Hood To Coast to make this leg a no-passing zone, where runners stay in single file throughout the construction zone. Construction work zone 45 MPH, enforceable by law enforcement. Hood To Coast to provide a "Your Speed Is" and "Caution Runners on Road" signs prior to the construction area.

Exchange 2 moved 0.73 mile west of Road 39/Hwy 26 near Road 35/Hwy 26. HTC will have traffic control set up and pull-in parking to alleviate vans backing out onto the Hwy. Participants will continue on Hwy 26 then near Exchange 5, will exit and re-enter it at Cherryville Drive Loop & Baty Road. A single lane closure will be set up at Cherryville to accommodate van parking along the shoulder. Hood To Coast will notify residents in this area via flyers and news release. A Motor Carrier 'restriction notice' was submitted to all

holders of annual over-dimension permits and approved on 6/7/16 indicating the following:

- No Shoulder: US26 WB between MP 50 – 52 shoulder closure restricting westbound lanes.
- 12' Width Restriction: US26 westbound between MP 32.47 – 30.43 will be restricted to 12' between the hours of 8am & noon, 8/26/16.
- 14' Width Restriction: US30 westbound between MP 12.5 – 12.7 south of Scappoose will be restricted to 14' and will be lifted 8/27/16 at 1am.
- Significant Congestion: OR173 (Timberline Hwy) Timberline Lodge; US26 from Government Camp to Sandy; OR212 from Compton to SE 282nd (Boring, OR); US30 from Kittridge Ave (NE Portland) to Pittsburgh Rd (St. Helens); OR47 from Apiary Road to OR202 (Mist); OR202 from OR47 (Mist to Olney).

Exchange 6 will be at the high school in Sandy, Oregon. Participants will exit Hwy 26 at SE Bluff Road (MP 23.87) and re-enter District 2C at Hwy 26 overpass (Compton Rd) and Clackamas-Boring Hwy 212 (MP 8.87) where they travel west to Dee Street. This is where they leave District 2C and traverse along Springwater Trail into District 2B boundaries. VMS signs will be intermittently placed along applicable highway cautioning motorists to expect runners.

The Government Camp rest area and restrooms are now under the jurisdiction of the Oregon Travel Experience. Hood To Coast is contacting them regarding usage of this area. Applicant shall provide portable toilets at a pre-approved location, by the ODOT Government Camp Supervisor and/or representative, approximately one-quarter mile west of Government Camp loop.

District 2C has issued permit **#2CM38537** for traffic control plans established by NW Traffic Control Inc. for the above referenced areas.

District 2B

Participants traverse District 2B where Springwater Trail crosses East Portland Freeway I-205 and North Cascade Hwy 213 (SE 82nd Ave.) and cross Pacific Hwy. 99E (McLoughlin Blvd.) at Bybee. Participants then enter District 2B. Participants cross under Pacific Hwy I-5 (Marquam Bridge), under Stadium Freeway 1-405 (Fremont Bridge), and cross NW Kittridge Ave. railroad bridge, to re-enter District 2B Lower Columbia River Hwy US 30 and proceed northwesterly along US 30.

District 1

Participants cross from ODOT District 2B into District 1 south of Scappoose, and leave US 30 and District 1 at Pittsburgh Rd. in St. Helens. Participants re-enter District 1 at Apiary Rd. and Hwy 47, proceed along Hwy. 47 to its intersection with Hwy 202 at Mist, proceed along Hwy 202 at Jewell, and proceed to Olney where participants leave Hwy 202 and District 1 at Green Mountain Rd. Participants proceed along county roads until they cross Highway 101 in District 1 at Milepost 20.35 (14th Street) in Seaside and leave the state highway system.

Volunteers must let runners and their support vehicles know that the race is officially over at 9:00 p.m. August 28, 2016. At that time, race volunteers will remove themselves from the highways.

The granting authority makes no warranty, promise or representation regarding the fitness of the premises to be used. Hood To Coast Representatives shall indemnify, defend, save, and hold harmless the State of Oregon, The Oregon Department of Transportation, the Oregon Transportation Commission, its officers, agents, and employees for any and all damages, demands, actions, suits, causes of action or suit, costs and expenses of any nature which may result from or arise out of these activities.

ODOT, various County Sheriffs Departments, City Police Departments and Fire Departments, along with the Oregon State Police, will closely monitor the race for any and all problems that may arise. Hood To Coast will be charged for the cost of ODOT observers and vehicles and any other expenses incurred. ODOT will place programmable message (VMS) boards and signs at specified locations. Hood To Coast will be charged rental fees for ODOT's VMS usage, and for ODOT personnel to place and remove all signs.

No permanent painting of team logos will be allowed on highway pavement. Neither posting of signs nor open fires will be allowed on ODOT right-of-way. Participants are to use portable toilets provided for this event, not the side of the road or adjoining property.

Representatives of Hood To Coast shall place Public service announcements detailing this event with local newspapers and radio stations.

By acceptance of these regulations and restrictions and as evidenced by the signature of the authorized representative below, Hood To Coast representatives agree that operations authorized by this letter shall follow the submitted race guide and the event shall be conducted at the sole risk of the Hood To Coast Relay.

Felicia Hubber

Mark Buffington ODOT District 1 Manager	Date	Felicia Hubber President, Hood To Coast Relay	Date
Jake Peters ODOT District 2B Manager	Date		
Dan Bacon ODOT District 2 C Manager	Date		

DJ:sp

Cc: Oregon State Police
Clatsop CountySheriff
Gearhart Police
Seaside Police
Seaside City Manager
Astoria Police
Washington State Police

Dave True ODOT Project Manager Area 1
Mike Schroeder ODOTSenior Project Coordinator Area 1
Mark Beeson ODOT Project Delivery Region 1
Kevin Werst ODOT Warrenton TMM
Marge WestODOT Project Manager Region 1
Ron Larson ODOT Project Manager Region 1
Chris Aguon ODOT Project Manager Region 1

Moylan, Cherie <cherie.moylan@co.columbia.or.us>

Fwd: FW: HTC 2016 Authority Letter (2).doc

1 message

Welter, Lonny <lonny.welter@co.columbia.or.us> Thu, Jul 7, 2016 at 9:50 AM
To: Cherie Moylan <cherie.moylan@co.columbia.or.us>

---------- Forwarded message ----------
From: **BUFFINGTON Mark W** <Mark.W.BUFFINGTON@odot.state.or.us>
Date: Thu, Jul 7, 2016 at 9:20 AM
Subject: FW: HTC 2016 Authority Letter (2).doc
To: "Welter, Lonny" <lonny.welter@co.columbia.or.us>

FYI

From: PETTIT Susan
Sent: Thursday, July 07, 2016 9:10 AM
To: TRUE Dave; SCHROEDER Michael K; BEESON Mark R; WERST Kevin; WEST Marjorie J; LARSON Ronald; AGUON Christopher; BUFFINGTON Mark W
Cc: PETTIT Susan
Subject: HTC 2016 Authority Letter (2).doc

Good Morning to All:

Attached find the 2016 Hood To Coast Authority Letter for your information.

Susan

HTC 2016 Authority Letter (2).doc
113K

TWELFTH AMENDMENT TO PUBLIC SERVICES CONTRACT
BY AND BETWEEN
COLUMBIA COUNTY AND COMMUNITY ACTION TEAM, INC.

WHEREAS, Columbia County ("County"), entered into a Public Services Contract with Community Action Team, Inc., an Oregon non-profit corporation ("Contractor"), effective July 1, 2007, to provide veterans' services;

WHEREAS, the parties desire to set the contract amount for Fiscal Year 2016-2017;

NOW, THEREFORE, the Public Services Contract by and between the County and Contractor, effective July 1, 2007, as amended, is hereby further amended as follows:

1. Section 4 is amended to read as follows:

"4. Consideration. For fiscal years 2007-2008, 2009-2010, 2010 - 2011, and 2011 - 2012, County shall pay Contractor on a fee-for-service basis, an amount not to exceed Sixty-two Thousand Eight Hundred Seven Dollars ($62,807) said amount to be the complete compensation to Contractor for the services performed under this agreement. For fiscal year 2012 - 2013, County shall pay Contractor on a fee-for-service basis an amount not to exceed Sixty-seven Thousand Eight Hundred Seven Dollars ($67,807). For fiscal year 2013 - 2014, County shall pay Contractor on a fee-for-service basis an amount not to exceed Ninety Eight Thousand Dollars ($98,000). For fiscal year 2014 - 2015, County shall pay Contractor on a fee-for-service basis an amount not to exceed Eighty-Nine Thousand Seven Hundred Dollars ($89,700). For fiscal year 2015-2016, County shall pay Contractor on a fee-for-service basis an amount not to exceed Eighty-one Thousand Five Hundred Eighty-one Dollars and Twenty-nine cents ($81,581.29). For fiscal year 2016-2017 County shall pay Contractor on a fee-for-service basis an amount not to exceed Eighty-Six Thousand Five Hundred and Sixty-two Dollars ($86,562). This fee shall include all expenses. Unless otherwise agreed to in writing by the parties, payment shall be made on a quarterly basis with the first payment due on October 1 of each year. This Agreement is subject to the appropriation of funds by County, and/or the receipt of funds from state and federal sources. In the event sufficient funds shall not be appropriated, and/or received, by County for the payment of consideration required to be paid under this Agreement, then County may terminate this Agreement in accordance with Section 16 of this Agreement. In addition, County shall transfer to Contractor all ownership rights to an HP G60T Notebook PC laptop, including one Microsoft Office home license."

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2. Except as specifically provided herein, the Public Services Contract by and between Columbia County and Community Action Team, Inc., and all amendments thereto, shall remain in full force and effect.

COMMUNITY ACTION TEAM, INC.

By: _____

Name: _____

Title: _____

Dated: _____, 2016

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____
Anthony Hyde, Chair

By: _____
Henry Heimuller, Commissioner

By: _____
Earl Fisher, Commissioner

Dated: _____, 2016

Approved as to form

By: _____
County Counsel's Office

LEASE AGREEMENT

This Lease Agreement ("Agreement") is made and entered into by and between COLUMBIA COUNTY, a political subdivision of the State of Oregon, hereinafter referred to as "Lessor," and VERIZON WIRELESS (VAW) LLC D/B/A VERIZON WIRELESS, hereinafter referred to as "Lessee," for the purposes of leasing space on the Courthouse for cellular antennae and accessory equipment.

WITNESSETH

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. PREMISES.

Lessor hereby leases to Lessee for the purposes of the installation, operation and maintenance of cellular antennas approximately seven hundred thirty-six (736) square feet of exterior space above the garage and one hundred forty (140) square feet on the roof (the garage and roof space together being the "**Premises**") of the Columbia County Courthouse Annex building (the "**Building**"), located at 230 Strand Street, St. Helens, Oregon (the "**Property**"), as described in Exhibit A and depicted in Exhibit B. The Premises shall also include space for wires, cables, conduits and pipes running between and among the garage and roof space and to necessary electrical and telephone utility sources located within the Building.

2. TERM.

The term of this Agreement shall be five (5) years commencing upon the first (1st) day of the month following full execution of the Agreement ("**Effective Date**") and terminating on the fifth anniversary of the Effective Date unless otherwise terminated as provided in Section 9, below. This lease shall automatically renew for four additional five (5) year terms, unless Lessee notifies Lessor of its intention not to renew at least six (6) months prior to the end of the then current term. If, after the expiration of the original term and any extension thereof, Lessee's property remains on the Premises, such holding over shall constitute a tenancy from month to month only, at the then existing monthly rate.

3. RENT.

Within forty-five (45) days of the Effective Date and within ten (10) days of the first of each month thereafter, Lessee shall pay to Lessor as rent $1,550.00 per month ("**Rent**") plus fifty percent (50%) of all monies received from subleasing the Premises (i.e., collocation). The amount of Rent payable under this Agreement shall increase by two and a half percent (2.5%) per year. Rent for any fractional month at the beginning or at the end of the term or any renewal shall be prorated based on the actual number of days in such month.

4. USE.

A. The Premises shall be used by Lessee solely for the provision of communication services, including but not limited to the transmission and reception of radio communication signals in all frequencies authorized by governmental authorities ("**Permitted Use**"). Lessor agrees to cooperate with Lessee, at Lessee's expense, in

making application for obtaining and maintaining all licenses, permits, and any and all other necessary approvals that may be required for Lessee's Permitted Use of the Premises.

B. It is understood and agreed that Lessee's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests and structural analysis which will permit Lessee use of the Premises as set forth above. Lessor shall cooperate with Lessee in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by Lessee. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to Lessee is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) Lessee determines that such Governmental Approvals may not be obtained in a timely manner; (iv) Lessee determines that any soil boring tests or structural analysis is unsatisfactory; (v) Lessee determines that the Premises is no longer technically or structurally compatible for its use, or (vi) Lessee, in its sole discretion, determines that the use of the Premises is obsolete or unnecessary Lessee shall have the right to terminate this Agreement. Notice of Lessee's exercise of its right to terminate shall be given to Lessor in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by Lessee, or upon such later date as designed by Lessee. All rentals paid to said termination date shall be retained by Lessor. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties, and indemnities made by each Party to the other hereunder. Otherwise, the Lessee shall have no further obligations for the payment of rent to Lessor.

C. Lessee has the right to erect, maintain and operate on the Premises communications facilities, including without limitation, any type of antenna support structures, utility lines, transmission lines, electronic equipment, radio transmitting and receiving antennas, and supporting equipment and structures related thereto ("**Lessee Facilities**"). Lessee has the right to do all work necessary to prepare and maintain the Premises for Lessee's Permitted Use. All of Lessee's construction and installation work shall be performed at Lessee's sole cost and expense, in a good workmanlike manner, and shall be approved in advance by the County, which approval shall not be unreasonably withheld, conditional or delayed. All work must be done in coordination with Durolast, the County's roofing manufacturer to ensure that such work will not void the County's roof warranty. Lessor shall have the right to enter onto the Premises to inspect the Premises and examine the conditions thereof.

D. Title to Lessee Facilities shall be held by Lessee. All Lessee Facilities shall remain Lessee's personal property and are not fixtures no matter how such Lessee Facilities are attached or affixed to the Premises. Lessee has the right to add to or modify all or any portion of Lessee Facilities at its sole expense at any time during this Agreement in compliance with all applicable local, state and federal laws and regulations.

E. Lessee shall have access to necessary electrical and telephone utility sources located within the Building as required for Lessee's Permitted Use. In the event there are not sufficient electrical and telephone utility sources located within the Building or on the Property, Lessor agrees to grant Lessee or the local utility provider the right to install such utilities (including power, fiber and natural gas utilities), at Lessee's sole cost and expense and provided the location of such utilities is approved in advance by the County. Lessee shall pay for all utilities it consumes in its operations. Separate meters shall be installed at Lessee's expense to distinguish Lessee's power usage from the County's power usage. Subject to the prior written approval of Lessor, Lessee shall be permitted to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premise), a temporary power source.

F. Lessee shall have a non-exclusive right of ingress and egress from the public right-of-way, seven (7) days a week, twenty-four (24) hours a day, to and from the Premises for purposes of serving Lessee's Permitted Use. Lessee shall have access in and through the Building when it is open to the public. Lessee shall have access to the Building at all other times upon prior approval from the County's Facilities Manager; provided, however, in the event of an emergency in Lessee's reasonable discretion, Lessor shall coordinate Lessee's immediate access to the Premises.

5. FEES AND TAXES.

Lessee agrees to pay any and all personal property taxes which may be assessed against the Leased Premises during the term of this Agreement and any extension thereof. Lessee agrees to pay any and all income taxes which may become due as a result of their use of the Leased Premises. Lessee shall pay all of said fees and taxes when due and shall not allow any of said fees and taxes to become delinquent. In the event of any such delinquency, this agreement shall be in default and subject to termination as provided in Section 9 below.

6. INTERFERENCE.

Lessee agrees to install equipment of the type and frequency that will not cause harmful interference, which is measurable in accordance with then existing industry standards, to any equipment of Lessor or any other lessees of the Property that existed on the Property prior to the date that Lessee's equipment is installed.

In the event any after-installed equipment of Lessee causes interference with existing equipment, and after Lessor has notified Lessee in writing of such interference, Lessee will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to temporarily powering down such equipment for intermittent testing.

Lessor agrees that Lessor and for any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of Lessee. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

7. INDEMNITY.

Lessee shall indemnify, defend and hold Lessor, its officers, agents and employees, harmless from and against any and all losses, claims, actions, suits, costs, expenses, judgments, or other damages, of each and every kind and nature, resulting from injury to any person (including injury resulting in death), or damage (including loss or destruction) to property, of whatsoever nature arising out of or incident to this Agreement, or as a result of the breach of any term or condition of this Agreement by Lessee or Lessee's officers, agents or employees, or as the result of Lessee's use or occupancy of the Premises. Lessee shall not be held responsible for any losses, claims, actions, suits, costs, expenses, judgments, or other damages caused solely by the negligence or willful misconduct of Lessor, its officers, agents and employees.

8. INSURANCE.

Lessee, at his own expense, shall, at all times during the term of this Agreement and any extension thereof, maintain in force a commercial general liability policy. The liability coverage under the policy shall be $2,000,000.00 per occurrence for bodily injury and property damage claims. Liability coverage shall be provided on an "occurrence" basis. "Claims made" coverage will not be acceptable. Lessee shall provide Lessor with a certificate of insurance with the above limits which includes Columbia County, its officers and employees as an additional insured as their interest may appear under this Agreement on the policy. Such certificate shall be accompanied by a blanket additional insured endorsement.

9. TERMINATION.

This Agreement may be terminated without cause at any time upon the mutual written consent of both parties. Notwithstanding anything to the contrary contained herein, provided Lessee is not in default hereunder beyond applicable notice and cure periods, Lessee shall have the right to terminate this Agreement upon the annual anniversary of the Effective Date provided that ninety (90) days prior written notice is given to Lessor. Lessor may terminate this Agreement without cause upon the expiration of the initial term or at any time thereafter, provided that twenty-four (24) months' prior written notice is given to Lessee.

10. DEFAULT.

A. If Lessee fails to comply with any of the terms or conditions of this Agreement, including payment of rent, Lessor shall give Lessee written notice of such breach. After receipt of such written notice, Lessee shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, unless otherwise agreed to in writing by Lessor. Lessor may not maintain any action or effect any remedies for default against Lessee unless and until Lessee has failed to cure the breach within the time periods provided in this Section.

B. If Lessor fails to comply with any of the terms or conditions of this Agreement, Lessee may terminate the Agreement, provided Lessee gives Lessor written notice of such breach. Lessor shall have thirty (30) days in which to cure said breach, unless otherwise agreed to in writing by Lessee. Lessee may not maintain any

action or effect any remedies for default against Lessor unless and until Lessor has failed to cure the breach within the time periods provided in this Section.

11. HAZARDOUS SUBSTANCES.

A. Lessor shall indemnify, defend and hold Lessee harmless from and against any claims, loss, expense, response costs or liability, including consultant fees and reasonable attorneys' fees, resulting from the presence or suspected presence of hazardous substances on, under or around the Property or resulting from hazardous substances generated, stored, disposed of or transported to, on under or around the Property as long as the hazardous substance has not been generated, stored, disposed of or transported to, on, under or around the Property by Lessee or its officers, agents, employees, or sub-lessees.

B. Lessee shall indemnify, defend and hold Lessor harmless from and against any damage, loss, expense, response costs or liability, including consultant fees and reasonable attorneys' fees, resulting from the presence or suspected presence of hazardous substances on, under or around the Property or resulting from hazardous substances generated, stored, disposed of or transported to, on under or around the Property as long as the hazardous substance has not been generated, stored, disposed of or transported to, on, under or around the Property by Lessor or its officers, agents, or employees.

12. CASUALTY.

In the event that Lessee Facilities are destroyed or damaged in whole or in part by fire or other casualty, Lessee shall have the right, but not the obligation, to repair or rebuild Lessee Facilities, or Lessee may terminate this Agreement upon thirty (30) days advance written notice to Lessor.

13. ASSIGNMENT.

This Agreement may be sold, assigned or transferred by the Lessee without prior approval or consent of the Lessor to the Lessee's principal, affiliates, subsidiaries of its principal or to any entity that acquires all or substantially all of Lessee's assets in the marked defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the Lessor, which such consent will not be unreasonably withheld, conditioned or delayed. No change of stock ownership, partnership interest or control of Lessee or transfer upon partnership or corporate dissolution of Lessee shall constitute an assignment hereunder.

14. SUBLEASING.

Subleasing of the Premises is subject to Lessor's written consent. Lessee shall require its sub-lessees to comply with the terms and conditions of this Agreement, including but not limited to the indemnification and insurance provisions herein. Any sublease under this Agreement is subject to approval by Lessor, which approval shall not be unreasonably withheld, conditioned or delayed.

15. NOTICES.

All notices required or permitted by this Agreement to be given by any of the parties shall be in writing and shall be sent by certified or registered mail, return receipt requested, postage prepaid and addressed as follows:

LESSOR:	LESSEE:
Casey Garrett, Facilities Manager Columbia County 230 Strand St. St. Helens, OR 97051	Verizon Wireless (VAW) LLC d/b/a Verizon Wireless 180 Washington Valley Rd Bedminster, NJ 07921 Attention: Network Real Estate

16. REMOVAL AT END OF TERM.

Lessee shall, upon expiration of the term, or within thirty (30) days after any earlier termination of the Agreement, remove all Lessee Facilities on the Property and return the Premises to its original condition, normal wear and tear and casualty damage excepted. If any Lessee Facilities remain on the Property after the 30-day removal period, Lessee shall pay rent at the then existing monthly rate for such holdover.

17. GENERAL PROVISIONS.

A. Time is of the essence in this Agreement.

B. A waiver of any default shall not be construed as a waiver of any subsequent default or defaults.

C. Any captions of the various sections of this Agreement are for convenience and ease of reference only and do not define, limit, augment, or describe the scope, content or intent of the Agreement or of any part or parts of the Agreement.

D. LIMITED RIGHT OF FIRST REFUSAL. If Lessor elects, during the Term of this Agreement to (i) sell or otherwise transfer all or any portion of the Premises, or (ii) grant to a third party by easement or other legal instrument an interest in and to that portion of the Premises, for the purpose of operating the maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, Lessee shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If Lessee fails to meet such bona fide offer within thirty (30) days after written notice thereof from Lessor, Lessor may sell of grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer.

E. Lessor covenants that Lessee, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises in accordance with the terms of this Agreement.

F. During the term of this Agreement, Lessor shall maintain the Property and all structural elements of the Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect, or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws'). Lessee shall, in respect to the condition of the Premises and at Lessee's sole cost and expense, comply with (a) all Laws relating solely to Lessee's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by Lessee in the Premises.

G. This Agreement shall be binding on and inure to the benefit of the parties hereto and their heirs, successors and assigns.

H. This Agreement shall be governed by the laws of the State of Oregon.

I. Venue in any action, suit or proceeding relating to this Agreement shall be in the Circuit Court of the State of Oregon for Columbia County, located in St. Helens, Oregon.

J. If any provision of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

K. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. LESSEE, BY HIS SIGNATURES BELOW, HEREBY ACKNOWLEDGES THAT HE HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

L. Lessor agrees to execute a Memorandum of this Agreement which Lessee may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the term or rent payments.

[SIGNATURES APPEAR ON NEXT PAGE]

DATED this _____ day of _____, 2016.

LESSOR

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By:_____
Anthony Hyde, Chair

By:_____
Henry Heimuller, Commissioner

By:_____
Earl Fisher, Commissioner

STATE OF OREGON)
) ss.
County of Columbia)

This instrument was acknowledged before me on _____, 2016, by Tony Hyde, Henry Heimuller, and Earl Fisher, as the Board of County Commissioners for Columbia County, Oregon, on behalf of which this instrument was executed.

_____
Notary Public for Oregon
My commission expires:_____

[REMAINING SIGNATURE APPEARS ON NEXT PAGE]

LESSEE

Verizon Wireless (VAW) LLC d/b/a Verizon Wireless

By:_____
Name: _____
Title: _____
Date: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _____ day of _____, 201__, before me, a Notary Public in and for the State of Washington, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the _____ of Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, to be the free and voluntary act and deed of said party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

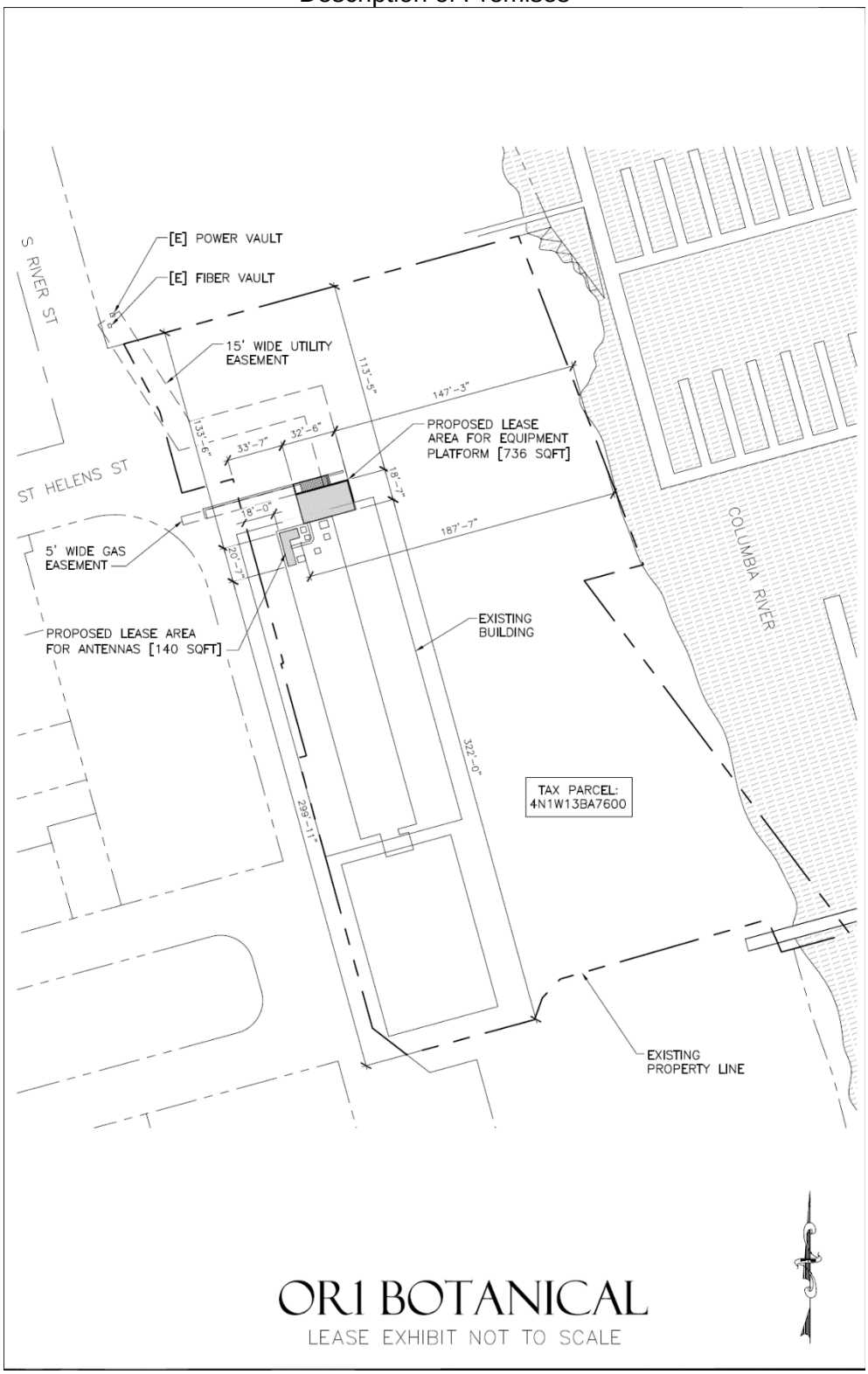
_____
NOTARY PUBLIC in and for the State of WA,
residing at _____
My appointment expires _____
Print Name _____

EXHIBIT A
Legal Description

A tract of land located in the Northwest quarter of Section 3, Township 4 North, Range 1 West, Willamette Meridian, City of St. Helens, Columbia County, Oregon, being more particularly described as follows:

Beginning at a railroad spike at the centerline-centerline intersection of St. Helens Street and First Street; thence along the centerline of St. Helens Street, North 73°02'37" East 240.00 feet to a point; thence along the East line of Block 11 of the Plat of St. Helens and the Northerly extension thereof South 16°57'23" East 352.50 feet to a point on the East line of Lot 17 which bears North 16°57'23" West 37.00 feet from the Southeast corner thereof; thence leaving said East line South 53°49'23" East 67.50 feet to the true point of beginning; thence along the North line of Document Number 92-1152, North 73°02'37" East 79.05 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR."; thence leaving said North 18°19'03" East 13.84 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR."; thence North 41°59'12" East 15.52 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR."; thence North 72°17'55" East 128.60 feet to a point on the ordinary high water line of the Columbia River from which a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR." bears South 72°17'55" West 23.69 feet; thence along said ordinary high water line South 24°49'00" East 21.18 feet to the Northeast corner of Book 238, Page 101; thence leaving said ordinary high water line along the South line of Book 194, Page 779, North 73°02'37" East to the deep water line of the Columbia River; thence Northerly along said deep water line 245 feet, more or less, to a point on the Easterly extension of the North line of Lot 14, Block 11; thence along said Easterly extension North 73°02'37" East to a point which bears North 73°02'37" East 254.00 feet from the Northeast corner of said Lot 14; thence along the East line of Book 194, Page 779, North 22°25'23" West 209.96 feet to a point; thence along the Easterly extension of the North right of way line of St. Helens Street, South 73°02'37" West 244.00 feet to a point; thence along the West line of Book 194, Page 779, South 29°32'00" East 45.92 feet to a point; thence continuing along said West line South 16°57'23" East 50.18 feet to the Northeast corner of Block 11; thence along the Easterly extension of the North line of said Block 11, North 73°02'37" East 31.50 feet to a point; thence along a line offset 31.50 feet from the East line of said Block 11, South 16°57'23" East 114.00 feet to a point; thence along the Easterly extension of the North line of Lot 14, Block 11, South 73°02'37" West 1.50 feet to a point; thence along a line offset 30.00 feet from the East line of Block 11, South 16°57'23" East 57.00 feet to a point; thence along the Easterly extension of the North line of Lot 15, Block 11, South 73°02'37" West 5.00 feet to a point; thence along a line offset 25.00 feet from the East line of Block 11, South 16°57'23" East 167.35 feet to a point; thence South 53°49'23" East 25.82 feet to the true point of beginning.

EXHIBIT B
Description of Premises



GRANTOR'S NAME AND ADDRESS:
Board of County Commissioners
for Columbia County, Oregon
Columbia County Courthouse,
230 Strand, Room 331
St. Helens, OR 97051

AFTER RECORDING, RETURN TO GRANTEE:
Northwest Natural Gas Co.
Risk and Land Department
220 NW Second Avenue
Portland, OR 97209

GAS PIPELINE EASEMENT IN GROSS

GRANTOR, Columbia County, a political subdivision of the State of Oregon, for good and valuable consideration, does hereby grant unto GRANTEE, Northwest Natural Gas Company, an Oregon corporation, and to its successors and assigns, a perpetual easement to install, operate, maintain, replace and change the size of one ore more gas pipeline(s) and related facilities and equipment in and upon the following described property in Columbia County, depicted in Exhibit A, attached hereto and incorporated herein by this reference and hereinafter referred to as the "Easement Area":

> That portion of the Northeast quarter of the Northwest corner of Section 3, Township 4 North, Range 1 West of the Willamette Meridian, City of St. Helens, Columbia County, Oregon described as follows:
>
> Easement being a 5.00 strip lying 2.50 feet on each side of the following described centerline:
>
> Beginning at a found railroad spike at the intersection of St. Helens Street with South First Street as recorded in Deed Document Number 631 on March 29, 1920 in Columbia County records, from said point to a found railroad spike at the intersection of Cowlitz Street with South First Street bears South 15°19'41" East 714.50 feet; thence North 89°40'12" East 244.02 feet to the Point of Beginning; thence North 74°50'16" East 73.72 feet to the end of this centerline description; the sidelines thereof shall be lengthened or shortened to intersect with each other and terminate at the North line of the St. Helens City Hall building and right-of-way margin of Strand Street.

TERMS, CONDITIONS, AND COVENANTS

1. Subject to the terms and conditions herein, GRANTEE shall have the right to do or take (1) any of the actions described in this document; (2) any action required of GRANTEE by applicable law, regulations, or permits; or (3) any action otherwise reasonably related to GRANTEE's use and enjoyment of this Easement Area, including without limitation keeping the easement area clear of anything that might interfere with GRANTEE's use or enjoyment of this Easement Area.

2. GRANTEE will install the pipeline(s) and related facilities and equipment using commercially reasonable efforts to avoid unnecessary disturbance to GRANTOR's property and will, to the extent practical, consistent with GRANTEE's use of the Easement Area, restore the surface of GRANTOR's property to substantially the condition existing prior to GRANTEE's construction.

3. GRANTEE will reimburse GRANTOR for any actual damage to GRANTOR's property to the extent caused by GRANTEE during its use of the Easement Area.

4. GRANTOR shall have the right to the use and enjoyment of the Easement Area for all purposes not inconsistent with the rights granted by this Easement. GRANTOR reserves the right of ingress and egress for the use and enjoyment of the Easement Area.

5. GRANTOR agrees that no additional buildings or other structures (other than GRANTEE's) or potentially large growing trees will be placed or allowed upon the Easement Area and that GRANTOR (and persons claiming through or under GRANTOR) shall not take or allow any actions that could jeopardize or interfere with the safe operation of the pipeline(s), facilities or equipment or otherwise interfere with GRANTEE's rights under this Easement Agreement.

6. GRANTEE shall obtain written approval from GRANTOR prior to cutting, trimming, destroying, or removing any vegetation. However, trimming and removal necessary to keep vegetation clear from the electric transmission/distribution lines or systems shall be allowed.

7. The Easement Area shall remain open to the public unless restricted or closed to public entry by GRANTOR. Should GRANTEE require the Easement Area to be closed to the public, GRANTEE shall obtain GRANTOR's written approval prior to any closure.

8. GRANTEE shall conduct all operations within the Easement Area in a manner that preserves the existing use of the area for courthouse parking and circulation.

9. All poles, wires, and other facilities installed on the above-described lands at GRANTEE's expense shall remain the property of the GRANTEE upon termination of service to, through or on said lands.

10. GRANTEE shall provide reasonable notice to GRANTOR prior to installation, repair, maintenance, or removal activities on the Easement Area. Upon completion of such activities, GRANTEE shall at its sole cost and expense restore the surface of the Easement Area to a condition satisfactory to GRANTOR.

11. GRANTEE shall release indemnify, defend, and hold harmless GRANTOR, its officers, agents, and employees, successors and assigns, from and against all claims, suits, actions, liability, damage, loss, cost or expense, including but not limited to attorneys fees, that GRANTOR, its officers, agents, or employees, successors and assigns may sustain or incur on account of the errors or omissions, or other negligent, reckless, or intentionally wrongful acts of GRANTEE, its agents, employees, or contractors arising out of the use of the Easement Area.

12. This Agreement shall be interpreted, construed, and enforced in accordance with the law of the State of Oregon with venue for any action being in the Circuit Court for Columbia County in St. Helens, Oregon.

13. This instrument, along with any exhibits and attachments or other documents affixed hereto or referred to herein, constitute the entire and exclusive agreement between GRANTEE and GRANTOR relative to the Easement. This Easement Agreement may be altered and/or revoked only by an instrument in writing signed by both GRANTEE and GRANTOR. GRANTEE and GRANTOR hereby agree that all prior written and oral agreements, understandings and/or practices relative to the Easement Agreement are superseded by this instrument.

14. The rights, conditions and provisions of this Easement Agreement shall run with the land, inure

to the benefit of GRANTEE, and be binding on GRANTOR and GRANTEE and their successors and assigns.

IN WITNESS THEREOF, we have signed this document this ____day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____
Anthony Hyde, Chair

By: _____
Henry Heimuller, Commissioner

By : _____
Earl Fisher, Commissioner

Approved as to form

By: _____
Office of County Counsel

STATE OF OREGON)
) ss.
County of Columbia)

The foregoing instrument was acknowledged before me this ___day of _____, 2016, by Anthony Hyde, Henry Heimuller and Earl Fisher, County Commissioners for Columbia County, a political subdivision of the State of Oregon.

_____
Notary Public for Oregon

ACCEPTED:

Northwest Natural Gas Company

By: _____

Name: _____

Title: _____

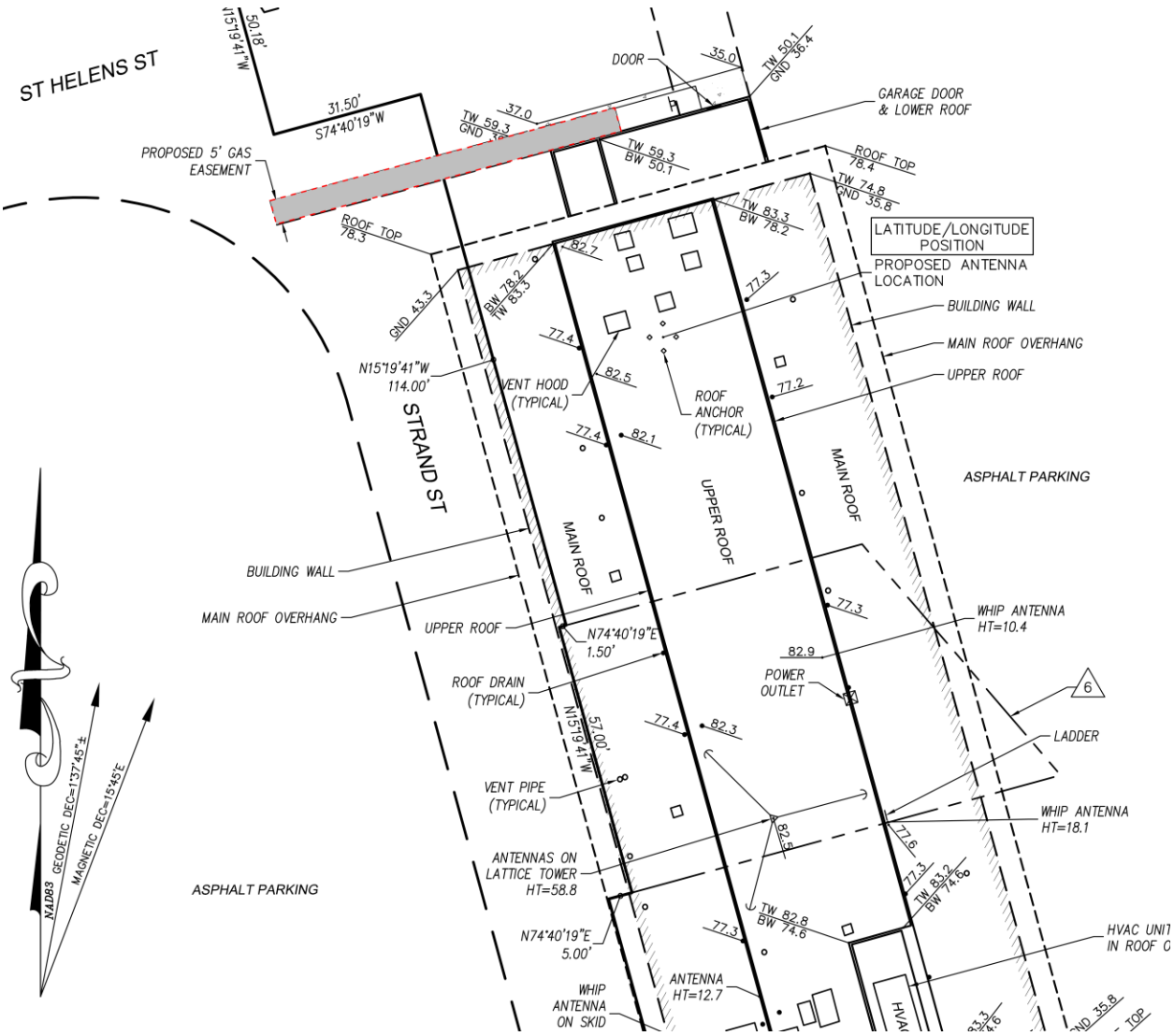
Date: _____, 2016

EXHIBIT A

Gas Easement Sketch

That portion of the Northeast quarter of the Northwest quarter of Section 03, Township 04 North, Range 01 West of the Willamette Meridian, in Columbia County, Oregon:

A 5.00 foot wide gas pipeline easement located in the NE 1/4 of the NW 1/4 of S 3, T 4 N, R 1 W, WM, City of St. Helens, Columbia County, OR.



GRANTOR'S NAME AND ADDRESS:
Board of County Commissioners
for Columbia County, Oregon
Columbia County Courthouse,
230 Strand, Room 331
St. Helens, OR 97051

AFTER RECORDING, RETURN TO GRANTEE:
Columbia River People's Utility District
P.O. Box 1193
St. Helens, OR 97051

UTILITY EASEMENT AGREEMENT

GRANTOR, Columbia County, a political subdivision of the State of Oregon, for good and valuable consideration, does hereby grant unto GRANTEE, Columbia River People's Utility District, a municipal corporation of the State of Oregon and a People's Utility District, and to its successors and assigns, a perpetual easement to enter upon and to construct, reconstruct, replace, rephase, extend, uncover, repair, operate, and maintain and electrical power line(s) and system over, through, under, and upon the following described property in Columbia County, hereinafter referred to as the "Easement" or "Easement Area":

SEE EXHIBITS A and B attached hereto and incorporated herein by this reference.

GRANTOR also grants unto GRANTEE a temporary easement for a period of 12 months from and after the date this agreement is executed, over, through, under, and upon that property that is 10 feet on either side of the Easement Area described herein, for purposes of access to said Easement Area and construction and installation of the electrical power line(s) and system.

TERMS, CONDITIONS, AND COVENANTS

1. Subject to the terms and conditions herein, GRANTEE shall have the right to: (1) cut, trim, and control the growth of trees and shrubbery to the extent necessary, in the GRANTEE's determination, to keep them clear of said line(s) or system; (2) cut down, trim, or control from time to time the growth of all dead, weak, leaning, or dangerous trees that, in the GRANTEE's determination, could fall and strike the wires of said electric line(s) or system or personnel working on said line(s) or system; (3) access the Easement Area over, upon, and across abutting property owned by GRANTOR; and (4) license, permit, or otherwise agree to the joint use and occupancy of said line(s) or system by any other person, association or corporation, for electrification, communication, telephone, cable TV, or other lawful purpose.

2. GRANTOR shall have the right to the use and enjoyment of the Easement Area for all purposes not inconsistent with the rights granted by this Easement. GRANTOR reserves the right of ingress and egress for the use and enjoyment of the Easement Area.

3. GRANTEE shall also obtain prior written approval from GRANTOR prior to cutting, trimming, destroying, or removing any vegetation. However, trimming and removal necessary to keep vegetation clear from the electric transmission/distribution lines or systems shall be allowed.

4. The Easement Area shall remain open to the public unless restricted or closed to public entry by GRANTOR. Should GRANTEE require the Easement Area to be closed to the public, GRANTEE shall obtain GRANTOR's written approval prior to any closure.

5. GRANTEE shall conduct all operations within the Easement Area in a manner that preserves the existing use of the area for courthouse parking and circulation.

6. All poles, wires, and other facilities installed on the above-described lands at GRANTEE's expense shall remain the property of the GRANTEE upon termination of service to, through or on said lands.

7. GRANTEE shall provide reasonable notice to GRANTOR prior to installation, repair, maintenance, or removal activities on the Easement Area. Upon completion of such activities, GRANTEE shall at its sole cost and expense restore the surface of the Easement Area to as good as or better condition than prior to any work in the Easement Area.

8. GRANTEE shall release indemnify, defend, and hold harmless GRANTOR, its officers, agents, and employees, successors and assigns, from and against all claims, suits, actions, liability, damage, loss, cost or expense, including but not limited to attorneys fees, that GRANTOR, its officers, agents, or employees, successors and assigns may sustain or incur on account of the errors or omissions, or other negligent, reckless, or intentionally wrongful acts of GRANTEE, its agents, employees, or contractors arising out of the use of the Easement Area.

9. This Agreement shall be interpreted, construed, and enforced in accordance with the law of the State of Oregon with venue for any action being in the Circuit Court for Columbia County in St. Helens, Oregon.

10. This instrument, along with any exhibits and attachments or other documents affixed hereto or referred to herein, constitute the entire and exclusive agreement between GRANTEE and GRANTOR relative to the Easement. This Easement Agreement may be altered and/or revoked only by an instrument in writing signed by both GRANTEE and GRANTOR. GRANTEE and GRANTOR hereby agree that all prior written and oral agreements, understandings and/or practices relative to the Easement Agreement are superseded by this instrument.

11. GRANTOR covenants that it will not erect or maintain any structure or improvement in the Easement Area which could, in the estimation of GRANTEE, interfere with the operation or maintenance of said line(s) or system, that GRANTEE is the owner of the above-described lands and has authority to grant this easement.

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12. The rights, conditions and provisions of this Easement Agreement shall run with the land, inure to the benefit of GRANTEE, and be binding on GRANTOR and GRANTEE and their successors and assigns.

IN WITNESS THEREOF, we have signed this document this ____day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____
Anthony Hyde, Chair

By: _____
Henry Heimuller, Commissioner

By :_____
Earl Fisher, Commissioner

Approved as to form

By: _____
Office of County Counsel

STATE OF OREGON)
) ss.
County of Columbia)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Anthony Hyde, Henry Heimuller and Earl Fisher, County Commissioners for Columbia County, a political subdivision of the State of Oregon.

_____
Notary Public for Oregon

ACCEPTED:

COLUMBIA RIVER PUD

By: _____

Name: _____

Title: _____

Date: _____, 2016

EXHIBIT "A"

A tract of land located in the Northwest quarter of Section 3, Township 4 North, Range 1 West, Willamette Meridian, City of St. Helens, Columbia County, Oregon, being more particularly described as follows:

Beginning at a railroad spike at the centerline-centerline intersection of St. Helens Street and First Street; thence along the centerline of St. Helens Street, North 73°02'37" East 240.00 feet to a point; thence along the East line of Block 11 of the Plat of St. Helens and the Northerly extension thereof South 16°57'23" East 352.50 feet to a point on the East line of Lot 17 which bears North 16°57'23" West 37.00 feet from the Southeast corner thereof; thence leaving said East line South 53°49'23" East 67.50 feet to the true point of beginning; thence along the North line of Document Number 92-1152, North 73°02'37" East 79.05 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR."; thence leaving said North 18°19'03" East 13.84 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR."; thence North 41°59'12" East 15.52 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR."; thence North 72°17'55" East 128.60 feet to a point on the ordinary high water line of the Columbia River from which a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR." bears South 72°17'55" West 23.69 feet; thence along said ordinary high water line South 24°49'00" East 21.18 feet to the Northeast corner of Book 238, Page 101; thence leaving said ordinary high water line along the South line of Book 194, Page 779, North 73°02'37" East to the deep water line of the Columbia River; thence Northerly along said deep water line 245 feet, more or less, to a point on the Easterly extension of the North line of Lot 14, Block 11; thence along said Easterly extension North 73°02'37" East to a point which bears North 73°02'37" East 254.00 feet from the Northeast corner of said Lot 14; thence along the East line of Book 194, Page 779, North 22°25'23" West 209.96 feet to a point; thence along the Easterly extension of the North right of way line of St. Helens Street, South 73°02'37" West 244.00 feet to a point; thence along the West line of Book 194, Page 779, South 29°32'00" East 45.92 feet to a point; thence continuing along said West line South 16°57'23" East 50.18 feet to the Northeast corner of Block 11; thence along the Easterly extension of the North line of said Block 11, North 73°02'37" East 31.50 feet to a point; thence along a line offset 31.50 feet from the East line of said Block 11, South 16°57'23" East 114.00 feet to a point; thence along the Easterly extension of the North line of Lot 14, Block 11, South 73°02'37" West 1.50 feet to a point; thence along a line offset 30.00 feet from the East line of Block 11, South 16°57'23" East 57.00 feet to a point; thence along the Easterly extension of the North line of Lot 15, Block 11, South 73°02'37" West 5.00 feet to a point; thence along a line offset 25.00 feet from the East line of Block 11, South 16°57'23" East 167.35 feet to a point; thence South 53°49'23" East 25.82 feet to the true point of beginning.

WO # 15-13735
Location # 337478

EXHIBIT "B"

Utility Easement Description

That portion of the Northeast quarter of the Northwest quarter of Section 03, Township 04 North, Range 01 West of the Willamette Meridian, in Columbia County, Oregon, described as follows:

Easement being a 15-foot strip lying 7.5 feet on each side of the following described centerline:

Beginning at a found railroad spike at the intersection of St. Helens Street with South First Street, from said point a found railroad spike at the intersection of Cowlitz Street with South First Street bears South 15°19'41" East 714.50 feet;
Thence North 58°37'36" East 234.51 feet to the Point of Beginning;
Thence South 32°39'11" East 83.67 feet;
Thence North 74°39'07" East 79.67 feet;
Thence South 14°54'48" East 50.86 feet to the end of this centerline description;

The sidelines thereof shall be lengthened or shortened to intersect with each other and terminate at the north line of the St. Helens City Hall building and the right-of-way margin of South River Street.

WO # 15-13735
Location # 337478

BOARD COMMUNICATION

FROM THE LAND DEVELOPMENT SERVICES DEPARTMENT
MEETING DATE: **August 24, 2016 Regular Board Meeting**

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: Todd Dugdale, Director of Land Development Services

SUBJECT: **SOLID WASTE PROGRAM**
DEQ Grant Agreement: Solid Waste Management Plan Update

DATE: August 17, 2016

SUMMARY:

Land Development Services has obtained a $28,750 grant from DEQ to complete an update to the County's Solid Waste Management Plan. The last update to the plan was done in 2007.

The grant will be used to increase our half time Solid Waste Coordinator Kathy Boutin-Pasterz, to .75FTE for the plan update work to be completed by June 30, 2017. It is necessary to execute the attached grant agreement with DEQ. A detailed scope of work for the project is contained in Exhibit A to the agreement.

ATTACHMENT:

DEQ Grant Agreement

ACTION REQUESTED

Staff requests that the Board authorize the Land Development Services Director to sign the agreement on behalf of the County.

STATE OF OREGON
DEPARTMENT OF ENVIRONMENTAL QUALITY
MATERIALS MANAGEMENT GRANT AGREEMENT

Project name: Update the 1998 Columbia County Solid Waste Management Plan **DEQ Agreement # 095-16**

This Agreement is between the State of Oregon, acting by and through its Department of Environmental Quality ("DEQ"), and **Columbia County** ("Recipient").

Recipient Data	DEQ Data
Grant Administrator: Kathy Boutin-Pasterz, Solid Waste Program Coordinator	Grant Administrator: Leslie Kochan, Waste Reduction Specialist
Recipient: Columbia County Columbia County Courthouse 230 Strand St. St. Helens, OR 97051	Organization: Department of Environmental Quality 700 N.E. Multnomah St., Ste 600 Portland, OR 97232
Phone: 503-397-7259 E-mail: Kathleen.boutin-pasterz@co.columbia.or.us	Phone: 503-229-5529 E-mail: kochan.leslie@deq.state.or.us
Taxpayer ID#: 93-6002288	

1. **Effective Date and Duration** This Agreement is effective on the date on which every party has signed it and, when required, it has been approved by the Oregon Department of Justice. Recipient agrees to complete the Project by **October 31, 2017** ("Project Completion Date"). Unless earlier terminated or extended, this Agreement expires on **December 31, 2017** ("Expiration Date").

2. **Agreement Documents** This Agreement consists of this Agreement and Exhibit A, Exhibit B and Exhibit C that are attached hereto and by this reference incorporated herein. 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 will control. The precedence of the documents comprising this Agreement are in the order listed in the first sentence of this Section 2.

3. **Grant Funds; Match** The maximum, not-to-exceed amount that the DEQ will pay to Recipient hereunder is **$28,750** ("Grant").

4. **Disbursements; Expenses**

   (a) This is a cost reimbursement Grant. Disbursements for reimbursement of expenses, including travel and other related expenses, will be made only in accordance with the schedule and requirements contained in Sections 4 and 4A. Payments will be based on reimbursement of actual costs authorized by this Agreement. Supporting documentation must be provided for expenses for which reimbursement is claimed and for all match expenses reported. This includes, but is not limited to: documentation of personal services costs and the payment thereof, copies of paid contractor invoices, copies of paid invoices for equipment and receipts for lodging, airfare, car rental and conference registration.

   The availability of Grant moneys under this Agreement and DEQ's obligation to disburse Grant moneys hereunder shall end on the day (the "Availability Termination Date") that is the earlier of the Expiration Date or thirty (30) days after the Project Completion Date. Recipient shall not submit any reimbursement requests, and DEQ shall not disburse any Grant moneys after the Availability Termination Date.

   (b) Recipient may submit invoices no more frequently than monthly for cost reimbursement. Invoices must describe all work performed with particularity, including by whom it was performed and itemize and explain all expenses for which reimbursement is claimed. Invoices (including invoices for match expenditures) must be accompanied by a copy of all receipts for expenses for which reimbursement is being requested and submitted with the Materials Management Grant Agreement Payment Request and Expenditure Report (Exhibit B).

   Invoices for reimbursement of expenses occurring in a State fiscal year (July 1 - June 30) must be received no later than fifteen days from the close of the fiscal year (July 15). Invoices must be sent to **Accounting Office, Department of Environmental Quality, 811 SW Sixth Ave, Portland, OR 97204.** Reimbursement requests, together with the supporting documentation (i.e., invoices and proof of payment) are subject to the review and approval of the DEQ Grant Administrator. Payment is contingent on compliance with all terms and conditions of this Agreement, including reporting requirements. Invoice payments will be sent to Jennifer Cuellar-Smith, Treasurer & Finance Director, Columbia County, Columbia County Courthouse, 230 Strand, St. Helens, OR 97051.

4A. Travel and Other Related Expenses

DEQ shall not reimburse Recipient for any travel or travel related expenses under this Grant Agreement.

5. **Recovery of Grant Funds** Any Grant funds disbursed to Recipient under this Agreement that are expended in violation or contravention of any of the provisions of this Agreement must be returned to DEQ. Recipient shall return all funds found by DEQ to have been expended in violation of this Agreement no later than fifteen (15) days after DEQ's written demand.

6. **Recipient's Representations And Warranties** Recipient represents and warrants to DEQ as follows:

(a) Recipient is a county duly organized, validly existing, and in good standing under the laws of Oregon. Recipient has full power and authority to transact the business in which it is engaged and full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.

(b) 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, or regulation or order of any court, regulatory commission, board or other administrative agency or any provision of Recipient's organic documents and (3) do not and will not result in the breach of, or constitute a default or require any consent under any agreement or instrument to which Recipient is a party or by which Recipient or any of its properties are bound or affected.

(c) This Agreement has been duly authorized, executed and delivered on behalf of Recipient and constitutes the legal, valid, and binding obligation of Recipient, enforceable in accordance with its terms.

(d) 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.

7. **Conditions Precedent to Each Disbursement** DEQ's obligation to disburse Grant moneys to Recipient hereunder is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

(a) Moneys are available in the Solid Waste Tipping Fees Fund ("Fund") to finance the disbursement;

(b) DEQ has received sufficient funding, appropriations, limitations, allotments or other expenditure authority to allow DEQ, in the reasonable exercise of its administrative discretion, to make the disbursement;

(c) No default under this Agreement has occurred and is continuing;

(d) Recipient's representations and warranties set forth in Section 6 are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

8. **Project** Recipient agrees to complete the Project in accordance with the terms and conditions of this Agreement as described in Exhibit A; provided, however, that if the total amount of the Grant is not available solely because one or more the conditions set forth in Sections 7(a) or (b) are not satisfied, Recipient will not be required to complete the Project..

9. **Grant Requirements** All equipment and materials purchased with Grant funds made available by this Agreement must be used only for purposes of the same general nature as outlined in this Agreement. **A capital outlay item purchased under this Agreement must be used for the purpose set forth in this Agreement for a minimum of five years, or its rated service life, whichever is shorter. During this period, DEQ reserves the right to recover the equipment or its cash value at any time that Recipient ceases use of the equipment for its intended purpose.**
Use of Grant funds is expressly prohibited for:
   - Disposal site engineering, design, or hydrogeologic study required by a DEQ permit or enforcement action;
   - Costs for which payment has been or will be received under another financial assistance program;
   - Capital expenditures for solid waste planning;
   - License application or permit fees;
   - Ordinary operating expenses of local government that are not directly related to the Project; and
   - Costs incurred for landfill closure.

10. **Reporting** Recipient shall submit a semi-annual Project Progress Report within 6 months of the start of the grant project and every 6 months thereafter until the submission of a Final Report at the Project's completion as described in Exhibit C. DEQ may withhold payments until it receives and approves the required reports. The reports must be submitted to DEQ's Grant Administrator and may be submitted electronically. All reports must contain the information outlined in Exhibit C.
Recipient shall immediately notify DEQ of any developments that significantly impact the activities funded by this Agreement, including any delay or adverse condition that materially impairs Recipient's ability to meet the objectives of the Agreement. This notification must include a statement of the action Recipient has taken or intends to take to minimize or mitigate the impact and any assistance needed to resolve the situation.

11. **Records Maintenance and Access** Recipient shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles and shall maintain any other records pertinent to this Agreement in such manner as to clearly document Recipient's performance. DEQ, the Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records that are directly pertinent to this Agreement in order to perform audits and examinations and to make excerpts, transcripts and copies. Recipient shall retain and keep accessible all financial records, supporting documents, and all other records related to this Agreement for a minimum of six (6) years after the Project is completed or until the conclusion of any audit, controversy, or litigation arising out of or related to this Agreement, whichever date is later.

12. **Compliance with Applicable Law** Recipient will comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work performed under this Agreement. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with the following laws, regulations, and executive orders to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) ORS 279A,ORS 279B and ORS 279C, as applicable to the Recipient; (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes; and (xi) all regulations and administrative rules established pursuant to the foregoing laws Recipient shall also comply with the requirements of the *Prevailing Wage Rates for Public Works Projects in Oregon* established under ORS 279C.800 through 279C.870 and OAR 839-025-0000 through 839-025-0540... These laws, regulations, and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated.

13. **Recycled Material Use** Recipient will, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE (as defined in ORS 279A.010(1)(hh)) products, and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).

14. **Indemnification by Subcontractors** Recipient shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents (collectively and individually without distinction "Indemnitee") from and against any and all claims, suits, actions, liabilities, damages, losses, costs and 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 Recipient's contractor or any of the officers, agents, employees or subcontractors of the contractor("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

15. **Contribution** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a "Third Party Claim") against a party (the "Notified Party") with respect to which the other party (the "Other Party") may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. 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 the Other Party of the notice and copies required in this Section and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's contribution obligation under this Section 16 with respect to the Third Party Claim.

    With respect to a Third Party Claim for which DEQ is jointly liable with Recipient (or would be if joined in the Third Party Claim), DEQ 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 DEQ, on the one hand, and of Recipient, on the other hand, in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of DEQ, 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. DEQ's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if DEQ had sole liability in the proceeding.

    With respect to a Third Party Claim for which Recipient is jointly liable with DEQ (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 DEQ in such proportion as is appropriate to reflect the relative fault of Recipient, on the one hand, and of DEQ, on the other hand, in connection with the events that 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 DEQ, 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 if Recipient had sole liability in the proceeding.

16. **Termination**

    (a) This Agreement may be terminated by mutual consent of both parties.
    (b) DEQ may terminate this Agreement effective upon written notice to Recipient, or at such later date as may be established by DEQ in such notice, if there is a change in federal or state laws, rules, regulations or guidelines so that the Project funded by this Agreement is no longer eligible for funding.

17. **Default by Recipient**. Recipient shall be in default under this Agreement upon the occurrence of any of the following events:

    (a) Recipient fails to perform, observe or discharge any of its covenants, agreements or obligations contained in this Agreement, including any exhibit attached hereto; or

(b) Any representation, warranty or statement made by Recipient herein or in any documents or reports relied upon by DEQ, including but not limited to any statement used by DEQ to measure progress on the Project, the expenditure of Grant moneys or the performance by Recipient, is untrue in any material respect when made; or

(c) Recipient (i) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated a bankrupt or insolvent, (v) commences a voluntary case under the federal Bankruptcy Code (as now or hereafter in effect), (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect), or (viii) takes any corporate action for the purpose of effecting any of the foregoing; or

(d) A proceeding or case is commenced, without the application or consent of Recipient, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Recipient, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of Recipient or of all or any substantial part of its assets, or (iii) similar relief in respect to Recipient under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of twenty (20) consecutive days, or an order for relief against Recipient is entered in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect).

18. **Remedies Upon Default** If Recipient's default under Section 17 (a) or (b) is not cured within fifteen (15) days of written notice thereof to Recipient from DEQ or such longer period as DEQ may authorize in its sole discretion, or if there is a default by Recipient under Section 17 (c) or (d), DEQ may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of this Agreement, return of all or a portion of the Grant amount, payment of any interest earned on the Grant amount, and declaration of ineligibility for the receipt of future Fund awards. If, as a result of Recipient's default, DEQ demands return of all or a portion of the Grant amount or payment of interest earned on the Grant amount, Recipient shall pay the amount upon DEQ's demand.

19. **No Implied Waiver, Cumulative Remedies** The failure of DEQ to exercise, and any delay by DEQ in exercising, any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law, and DEQ may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

20. **Notices** Any notification required under this Agreement shall be in writing, delivered to the DEQ Grant Administrator only by one of the following methods: in-person; U.S. mail, prepaid postage; email.

21. **Amendments** The terms of this Agreement may not be waived, altered, modified, supplemented, or amended in any manner, except by written instrument signed by both parties (or in the case of a waiver, by the party against whom such waiver is sought to be enforced). Such waiver, alteration, modification, supplement or amendment, if made, is effective only in the specific instance and for the specific purpose given. Recipient must notify DEQ's Grant Administrator in writing no later than forty-five (45) calendar days before the Project Completion Date of any proposed amendments to the Agreement. This Agreement will not be amended after the Expiration Date.

22. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of DEQ, Recipient, and their respective successors and assigns, except that Recipient may not assign or transfer its rights or obligations hereunder or any interest herein without the prior consent in writing of DEQ.

23. **Survival**. All provisions of this Agreement set forth in the following sections, and all other provisions that by their terms are meant to survive, shall survive termination of this Agreement: Sections 5, 9, 11, 14, 15, 16, 22, and 23.

24. **No Third Party Beneficiaries.** DEQ 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 any third person unless such person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

25. **Governing Law; Venue; 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 DEQ (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 for the State of Oregon; provided, however, if the Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District 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, to or from any Claim or from the jurisdiction of any court. RECIPIENT, BY ITS EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

26. **Alternative Dispute Resolution** Recipient and DEQ shall attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for

administration of the 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.

27. **Captions** The captions or headings in this Agreement are for convenience only and do not define, limit, or describe the scope or intent of any provisions of this Agreement.

28. **Merger Clause** This Agreement (including Exhibits and any attachments) constitutes the entire agreement between the parties regarding the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Recipient, by the signature below of its authorized representative, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

EACH PERSON SIGNING THIS AGREEMENT REPRESENT AND WARRANT THAT HE/SHE HAS THE POWER AND AUTHORITY TO ENTER INTO THIS AGREEMENT. DEQ enters into this Agreement under the authority of Oregon Revised Statutes 190.110 and 459.053(7).

AGREED BY RECIPIENT: _____ _____ **(Date)**
Todd Dugdale, Director of Land Development, Columbia County

AGREED BY DEQ: _____ _____ **(Date)**
Wendy Wiles, Environmental Solutions Administrator

_____ _____ **(Date)**
Index-PCA-Pjt Jim Roys, Financial Service Manager

Exhibit A

OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY MATERIALS MANAGEMENT GRANT AGREEMENT PROJECT DESCRIPTION, BUDGET, AND SCHEDULE; PAYMENT TERMS	
Project Name: Update the 1998 Columbia County Solid Waste Management Plan	**DEQ #: 095-16**
Recipient: Columbia County	

BACKGROUND

The Recipient, Columbia County, is updating its 1998 Solid Waste Management Plan in the interest of developing a strategic plan to guide it in meeting its goal of 45% recovery by 2025 and to reduce the generation of solid waste.

DEQ will reimburse Recipient up to the not to exceed amount in Section 3 – Grant Funds for the actual personal service costs needed to hire a staff person to produce the Solid Waste Management Plan. Actual personal service costs include salary and associated benefits.

The Recipient will update the plan to reflect evolving challenges and opportunities to reduce the generation of waste as well as to increase the recovery of recyclable materials. Plan development will include a waste stream analysis; review of all Columbia County collection activities, review of county waste prevention and reuse programs for adequacy and effectiveness; and review of innovative materials management planning efforts and programs in other local jurisdictions and at the state level. The County's Solid Waste Advisory Committee will be involved in reviewing and providing input into the plan. Other key stakeholders, including the general public, will have opportunities to provide input as well.

PROJECT DESCRIPTION

The Recipient will accomplish the following tasks:

TASK 1: Hire a part-time staff person to lead development and completion of the plan.

TASK 2: Review current plan, other county plans and ordinances, DEQ's 2050 Vision & Framework for action as well as new SB 263 statutory and rules language, and highlight areas for updates.

TASK 3: Conduct waste stream analysis.

TASK 4: Inventory County collection and management programs and similar programs in Oregon and other states.

TASK 5: **Progress Reports:** Recipient will submit semi-annual Project Progress Reports to the DEQ within 6 months of start of program and then again every 6 months from the last progress report until the final report is submitted. The report must be submitted by email to the DEQ's Grant Administrator. The report must contain information as outlined on attached Exhibit C and be submitted in a PDF or Microsoft word format.

TASK 6: Inventory County waste prevention and reuse programs and similar programs in Oregon and other states.

TASK 7: Update current plan.

TASK 8: Involve stakeholders in plan review and develop final plan.

TASK 9: Receive approval from the Columbia County Board of Commissioners.

TASK 10: **Final Report** A Final Report must be submitted by the Recipient to the DEQ Grant Administrator no later than October 31, 2017. The Final Report will contain information as outlined on attached Exhibit C and be submitted in a PDF or Microsoft word format.

OTHER DISBURSEMENT TERMS

Eligible expenses incurred by Recipient on or after July 1, 2016 are eligible for reimbursement under this Grant Agreement. Eligible expenses include only those expenses related to the salary and associated benefits needed to hire a staff person to produce the Solid Waste Management Plan.

EXHIBIT B
OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY MATERIALS MANAGEMENT GRANT AGREEMENT
PAYMENT REQUEST AND EXPENDITURE REPORT

Recipient Name: Columbia County	**DEQ Grant Agreement #: 095-16**
Project Name: Update the 1998 Columbia County Solid Waste Management Plan	**DEQ Grant Administrator: Leslie Kochan**
Recipient Address: Columbia County Courthouse, 230 Strand St., St. Helens, OR 97051 **Recipient Grant Administrator: Kathy Boutin-Pasterz, Solid Waste Coordinator** **Phone: 503-397-7259**	**Report Period** **From:** **To:** **Grant Amount:** **$28,750**

Expenditure Summary	Grant Expenditures		Match Expenditures		Total Expenditures
	This Period	To Date	This Period	To Date	To Date
A. Personnel					
B. Professional Services					
C. Other Services & Supplies					
D. Capital Outlay (equipment, property, rolling stock, etc.)					
E. Other (include description)					
Total					

F. Total Amount of Grant $ _____

G. Total Grant Money Received to Date $ _____

H. Amount of this Request $ _____

CERTIFICATION

I certify that this report is true and correct to the best of my knowledge and that all expenditures and obligations reported herein have been made in accordance with the budget agreed upon and with other provisions contained in the Agreement.

_____ _____ _____
Signature **Name & Title (print)** **Date**

DEQ USE ONLY **Approved for Payment:**

_____ _____ _____ _____
DEQ Grant Administrator **Date** **DEQ Program Manager** **Date**

EXHIBIT C
OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY MATERIALS MANAGEMENT GRANT AGREEMENT
PROJECT PROGRESS AND FINAL REPORT REQUIREMENTS

Recipient must submit Project Progress Reports to DEQ on the schedule outlined in this Agreement. The reports must be submitted to DEQ's Grant Administrator and must be provided electronically in .pdf or Microsoft Word format.

Reports must generally contain brief information on each of the following:

a. A comparison of actual accomplishments with the goals and objectives established for the reporting period.

b. Reasons why established goals were not met, if appropriate.

c. Other pertinent information on progress of the Project.

Recipient must immediately notify the DEQ Grant Administrator of developments that have a significant impact on activities funded by this Agreement, including delays or adverse conditions that materially impair Recipient's ability to meet the objectives of the Agreement. This notification must include a statement of the action taken or contemplated and any assistance needed to resolve the situation.

A Final Report is due to DEQ no later than thirty days prior to the Expiration Date of this Agreement. The Final Report must include:

1. A comparison of actual accomplishments with the Project goals and objectives as outlined in this Agreement. If a baseline assessment was done, include a description of that process and what was learned. Include a description of project accomplishments not included in the goals and objectives, if applicable.
2. A description of significant problems encountered during Project design and implementation and how these problems resulted in Project changes or expected accomplishments.
3. A description of the most and least successful components of the Project with an explanation of why they were or were not successful.
4. An explanation for significant differences between Project budget and Project expenditures.
5. A discussion of the technical and economic feasibility of others carrying out a similar project. Include recommendations on what should be done differently in managing a similar project.
6. Provide copies of materials related to the Project including brochures, public service announcements, photographs, news clippings, or reports.
7. Provide a final inventory of real property (i.e., land, structures) and equipment purchased, if applicable, with an acquisition cost exceeding $5,000. Describe what controls are in place to ensure that the property and equipment will be used for purposes authorized by this Agreement.
8. Provide any additional comments, suggestions, or ideas for DEQ's Materials Management Gant Program.

Payments may be withheld until DEQ receives and approves required reports.

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	To:
Recipient Grant Administrator: Kathy Boutin-Pasterz, Solid Waste Coordinator **Phone: 503-397-7259**	**Grant Amount:** **$28,750**

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E. Other (Include description)					
Total					

F. Total Amount of Grant $ _____

G. Total Grant Money Received to Date $ _____

H. Amount of this Request $ _____

CERTIFICATION

I certify that this report is true and correct to the best of my knowledge and that all expenditures and obligations reported herein have been made in accordance with the budget agreed upon and with other provisions contained in the Agreement.

_____ _____ _____
Signature **Name & Title (print)** **Date**

DEQ USE ONLY **Approved for Payment:**

_____ _____ _____ _____
DEQ Grant Administrator **Date** **DEQ Program Manager** **Date**