BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON

Wednesday, June 22, 2016
10:00 a.m. - Room 308

BOARD MEETING AGENDA

CALL TO ORDER/FLAG SALUTE

MINUTES:

- Minutes, May 16, 2016 Budget meeting,
- Minutes, June 1, 2016 Budget Hearing;
- Minutes, June 8, 2016 Board meeting;
- Minutes, June 8, 2016 Staff meeting;
- Minutes, June 8, 2016 Budget Hearing.

VISITOR COMMENTS - 5 MINUTE LIMIT

MATTERS:

11:00 a.m. Transit Interview

HEARING:

1) Public Hearing, "In the Matter of the Rate Adjustments for Solid Waste Curbside Collection Services in Unincorporated Columbia County".

CONSENT AGENDA:

(A) Ratify the Select to Pay for week of 6/13/16 & 6/20/16.

(B) Approve Memo to Jennifer Cuellar regarding the Vernonia RFPD Request for Reimbursement of Impact Funds.

(C) Approve Memo to Jennifer Cuellar regarding the Mist-Birkenfeld RFPD Request for Reimbursement of Impact Funds.

(D) Approve Personnel Action for Janet Wright.

(E) Authorize the Human Resources Director to enroll Columbia County in Principal Dental.

(F) Order No. 23-2016, “In the Matter of Adopting a Federal Grant Indirect Rate for All Federal Awards”.

(G) Order No. 24-2016, "In the Matter of Adopting a Conflict of Interest Policy".

(H) Order No. 25-2016, "In the Matter of Adopting a Records Retention Policy".

(I) Order No. 26-2016, "In the Matter of Establishing a Subrecipient Monitoring Policy for Federal Grant Awards".

(J) Order No. 27-2016, "In the Matter of Establishing a Cost Transfer Policy for Federal Grant Awards".

(K) Order No. 28-2016, "In the Matter of Establishing a Cash Management Policy for Grant Awards".

(L) Order No. 29-2016, "In the Matter of Establishing Allowable Costs for Federal Grant Awards".

(M) Order No. 30-2016, "In the Matter of Exercising the Grace Period for Implementation of Uniform Grant Guidance Procurement Requirements".

(N) Order No. 31-2016, "In the Matter of Adopting the Columbia County Grant Administration Policy".

(O) Order No. 32-2016, “In the Matter of the Application by Portland Community College for Public Safety Training Facility in the Primary Agriculture (PA-80) Zone as Authorized Under ORS 215.312".

(P) Order No. 36-2016, “In the Matter of Adopting Findings Concerning the Feasibility of Using the County’s Personnel and Resources to Operate Columbia County Rider (CC Rider)”.

(Q) Gas Pipeline Easement in Gross with NW Natural Gas.

AGREEMENTS/CONTRACTS/AMENDMENTS:

(R) Amended and Restated Submerged and Submersible Land Lease 9849-ML with the Oregon Department of State Lands and authorize the Chair to sign.

(S) Amendment #1 to ODOT Grant Agreement #30412.

(T) Approve Letter of Agreement regarding health insurance effective August 1, 2016 with AFSCME Local 1442.

(U) Approve Letter of Agreement regarding health insurance effective August 1, 2016 with AFSCME Local 697.

(V) Approve Letter of Agreement regarding health insurance effective August 1, 2016 with FOPPO.

(W) Notice of Intent to Award Contract for Architectural and Engineering Services for the Rainier Transit Center to Lower Columbia Engineering and authorize Casey Garrett to sign.

DISCUSSION ITEMS:

COMMISSIONER HYDE COMMENTS:

COMMISSIONER HEIMULLER COMMENTS:

COMMISSIONER FISHER COMMENTS:

EXECUTIVE SESSION(S)

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.

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR COLUMBIA COUNTY, OREGON

In the Matter of Adopting a Federal)
Grant Indirect Rate for All Federal Awards) **ORDER NO. 23-2016**

WHEREAS, 2 CFR 200.414(f) provides that a non-federal entity that has never received a negotiated indirect rate may elect to charge a de minimis rate of 10% of modified total direct costs ("MTDC") which may be used indefinitely; and

WHEREAS, 2 CFR 200.414(f) notes an exception for local governments in Appendix VII to Part 200 paragraph D.1.b. that requires local governments that receive less than $35 million in direct federal funding to develop an indirect cost proposal in accordance with the Part and make it available to the cognizant agency upon request; and

WHEREAS, Pursuant to 2 CFR 200.68, MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and subawards and subcontracts up to the first $25,000 of each subaward or subontract (regardless of the period of performance of the subawards and subcontracts under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward and subcontract in excess of $25,000; and

WHEREAS, Columbia County is a non-federal entity, and has never received a negotiated indirect rate for federal grants; and

WHEREAS, Columbia County is a local government entity subject to the Appendix VII exception and receives less than $35 million in direct federal awards; and

WHEREAS, Columbia County incurs indirect cost when it opts to accept federal award funding; and

WHEREAS, certain Federal Agencies or grant programs do not allow indirect cost reimbursement; and

WHEREAS, the indirect rate methodology must be used consistently for all Federal awards until such time as the County chooses to negotiate for a rate;

///
///
///
///
///
///
///
///
///
///
///
///
///
///

NOW, THEREFORE, IT IS HEREBY ORDERED that all federal grant applications submitted by the County or on behalf of the County must include an indirect rate consistent with the County's indirect rate methodology unless otherwise prohibited or limited by the federal agency awarding the grant.

DATED 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

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

In the Matter of Adopting a Conflict of Interest Policy	))	Order No. 24-2016

WHEREAS, all public officials, as defined in ORS 244.020 are subject to Oregon's conflict of interest law set forth in ORS 244.120; and

WHEREAS, the Uniform Grant Guidance ("UGG") requires the County to maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts, and requiring disclosure of conflicts;

NOW, THEREFORE, IT IS HEREBY ORDERED, that all public officials shall comply with the Conflict of Interest Policy which is attached hereto as Attachment "1", and is incorporated herein by this reference.

Dated 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

Attachment "1"

Conflict of Interest Policy

Policy Adoption Date: _____ Last Revision:_____

Principle

ORS 244.120 provides methods for handling conflicts of interests. 2 CFR 200.112 provides that the County must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy related to federally funded grant awards. 2 CFR 200.318 provides that the County must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. The County is required to provide for disciplinary actions to be applied for violations of conflicts of interest standards by officers, employees, or agents.

Purpose Statement

This policy seeks to ensure that conflicts of interest by public officials in the County are handled in accordance with Oregon law, and are reported when required in relation to a federal grant.

Scope and Responsibilities

This policy applies to all public officials.

Definitions

Conflict of Interest:

(a) **Actual Conflict of Interest** means any action or any decision or recommendation by a person acting in a capacity as a public official, the effect of which would be to the private pecuniary benefit or detriment of the person or the person's relative or any business with which the person a or a relative of the person is associated.

(b) **Potential Conflict of Interest** means any action or any decision or recommendation by a person acting in a capacity as a public official, the effect of which could be to the private pecuniary benefit or detriment of the person or the person's relative, or a business with which the person or the person's relative is associated, unless the pecuniary benefit or detriment arises out of the following:

(i) An interest or membership in a particular business, industry, occupation

or other class required by law as a requisite to the holding by the person of the office or position.

(2) Any action of the person's official capacity which would affect to the same degree a class consisting of all inhabitants of the state, or a smaller class consisting of an industry, occupation or other group including one of which or in which the person or the person's relative or business with which the person or the person's relative is associated, is a member or is engaged.

(3) Membership in or membership on the board of directors of a nonprofit corporation that is tax-exempt under section 501(c) of the Internal Revenue Code.

(c) **Federal Funding Conflicts**. If Federal funding is involved, a conflict of interest arises when an employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employees or is about to employ any of the parties indicted herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

Covered Individual: Any County personnel who is a Grants Manager or any other public official who may participate in the selection, award, or administration of a contract supported by a Federal award.

Financial Interest: Means anything of monetary value, including, but not limited to, external salary or other payments for services (e.g. consulting fees or honoraria); gratuities or favors.

Public Official: Includes elected officials, appointed officials, employees and agents of the County, irrespective of whether the person is compensated for their services.

Relative: means the spouse, parent, stepparent, child, sibling, stepsibling, son-in-law or daughter-in-law of the public official, or of the spouse of the public official or candidate; Any individual for whom the public official provides benefits arising from the public official's public employment or from whom the public official receives benefits arising from that individual's employment.

Policy Statement

All Columbia County public officials shall comply with Oregon's ethics law related to conflicts of interest (ORS 244.120, as amended), which is set out below for reference only. In addition, all Covered Individuals shall comply with the *Conflict Of Interest- Procedure for Federal Grants*. When applying for federal grant funding, all Covered Individuals shall complete an interest disclosure form and provide it to the Grant Manager. Grant Managers shall forward interest disclosure reports to the federal award agency, or pass through agency, if required by the terms

of a grant.

The County will inform each Grant Manager or other responsible employee of this specific policy, including the Grant Manager's disclosure reporting obligations and time frames for doing so.

Subrecipient conflicts of interest - Subrecipients of federally funded awards will be required to comply with Conflict of Interest regulations, providing assurances that the sub-recipient institution has a written and enforced administrative process to manage, reduce or eliminate conflicting financial interest. Sub-recipients will provide their own Conflict of Interest policy within thirty days if request by the County. The sub-recipient is required to immediately inform the County should a conflict of interest be identified during the award period. County employees are subject to discipline pursuant to Rule 5 of the Columbia County Personnel Rules for failure to comply with this Policy. Contractors and volunteers are subject to termination for failure to comply with this Policy.

Procedure

See *Conflict of Interest Procedure –Grants and Contracts.*

References

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200.112 Conflict of Interest and 200.318 General Procurement Standards, as implemented by federal awarding agencies); ORS 244.120; ORS 244.020

ORS 244.120(1)(c) and (2). When met with an actual or potential conflict of interest, a public official shall:

(1)(c) ***, notify in writing the person who appointed the public official to office of the nature of the conflict, and request that the appointing authority dispose of the matter giving rise to the conflict. Upon receipt of the request, the appointing authority shall designate within a reasonable time an alternate to dispose of the matter, or shall direct the official to dispose of the matter in a manner specified by the appointing authority.

(2) An elected public official, other than a member of the Legislative Assembly, or an appointed public official serving on a board or commission, shall:

(a) When met with a potential conflict of interest, announce publicly the nature of the potential conflict prior to taking any action thereon in the capacity of a public official; or

(b) When met with an actual conflict of interest, announce publicly the nature of the actual conflict and:

(A) Except as provided in subparagraph (B) of this paragraph, refrain from participating as a public official in any discussion or debate on the issue out of which the actual conflict arises or from voting on the issue.

(B) If any public officials vote is necessary to meet a requirement of a minimum number of votes to take official action, be eligible to vote, but not to participate as a public official in any discussion or debate on the issue out of which the actual conflict arises.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

In the Matter of Adopting a	)	
Record Retention Policy	)	Order No. 25-2016

WHEREAS, Columbia County is required to retain records for the minimum amount of time provided in the Secretary of State's applicable record retention schedule; and

WHEREAS, the County is also required by the terms of certain grants to retain records for longer time periods than set forth in the Secretary of State's record retention schedule; and

WHEREAS, it is in the best interest of the County to establish a policy for retaining public records to assure compliance with Oregon law and grant requirements;

NOW, THEREFORE, IT IS HEREBY ORDERED, as follows:

1. The County shall retain its public records at a minimum for the time periods set forth in the Oregon Secretary of State's record retention schedule for counties.

2. Grant records include all financial records, supporting documents, statistical records and all other entity records pertinent to the award. Such records must be maintained for a minimum of three years from the date of submission of the final expenditure report, or from the date of the submission of a quarterly or annual financial report (if renewed quarterly or annually), unless a longer period of time is required by the terms of a grant.

3. If the retention period set forth by the Secretary of State and retention period set forth in the terms and conditions of any grant conflict, the County shall retain the public records at a minimum for the longer time period.

Dated 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

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR COLUMBIA COUNTY, OREGON

In the Matter of Establishing a Subrecipient	)	
Monitoring Policy For Federal Grant Awards	)	Order No. 26-2016

WHEREAS, the Uniform Grant Guidance ("UGG"), 2 CFR Part 200; Section 200.331 requires the County to monitor subawards to ensure that subrecipients meet the UGG audit requirements and use funds in accordance with applicable laws, regulations, and terms of the federal award; and

WHEREAS, subrecipient compliance must be carefully monitored; and

WHEREAS, it is in the best interest of the County to establish a policy for monitoring subrecipient compliance;

NOW, THEREFORE, IT IS HEREBY ORDERED, that all federally funded grants shall be managed in accordance with the Subrecipient Monitoring Policy which is attached hereto as Attachment "1" and is incorporated herein by this reference.

Dated 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

Attachment "1"

Subrecipient Monitoring Policy

Policy Adoption Date: _____ Last Revision:_____

Purpose

The OMB Uniform Guidance, 2 CFR Part 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (the Uniform Guidance) section 200.331 requires prime recipients of federal funds to monitor subawards to ensure subrecipients meet the audit requirements and use funds in accordance with applicable laws, regulations and terms of the award.

This policy applies to all subawards issued under both Federal and Non-Federal sponsored programs made to Columbia County (the County). This policy does not apply to professional services and consultant agreements or the procurement of goods or services from contractors.

Policy Statement

The County is responsible for monitoring the programmatic and financial activities of its subrecipients in order to ensure proper stewardship of sponsored funds. This policy addresses institutional responsibilities and assists Grant Managers and staff in ensuring that, in addition to achieving performance goals, subrecipients comply with Federal laws and regulations and with the provisions of any agreements that govern the subaward.

As a grant recipient of more than $750,000 in federal funds per fiscal year, the County must ensure that its subrecipients comply with the Uniform Guidance. The County's responsibilities include:

- Evaluating subrecipient risk to determine the appropriate level of monitoring
- Ensuring that federal funds are used for authorized purposes in accordance with Federal statutes, regulations, and the terms and conditions of the subaward
- Reviewing financial and programmatic reports to ensure proper stewardship of sponsor funds
- Conducting on-going review of activities and overseeing subrecipient progress to ensure performance goals (scope of work or specific aims) are achieved

- Verifying that subrecipient is audited as required by audit requirements in Uniform Guidance

The County shall make a subrecipient risk assessment prior to contract.

Subrecipient monitorings shall be made on an annual cycle. Review of subrecipient audit reports and ensuring that subrecipients take appropriate and timely corrective action on any relevant findings is part of monitoring cycle.

Definitions

Contract – a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. A contract is for the purpose of obtaining goods and services for the non-Federal entity's own use and creates a procurement relationship with the contractor.

Contractor – an entity that receives a contract as defined in *Contract* (see definition above).

Corrective Action – action taken by the auditee that: (a) corrects identified deficiencies; (b) produces recommended improvements; or (c) demonstrates that audit findings are either invalid or do not warrant auditee action.

Non-Federal entity – non-Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Pass through entity – a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Subaward – an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient – a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Subrecipient Monitoring – Activities undertaken to review the financial status and management controls of a subrecipient(s) to mitigate the risk of contracting with a subrecipient(s).

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR COLUMBIA COUNTY, OREGON

In the Matter of Establishing a Cost Transfer Policy For Federal Grant Awards	))	Order No. 27-2016

WHEREAS, the County is required to assure the integrity and timeliness of the County's accounting for purposes of federally funded projects; and

WHEREAS, cost transfers, including the transfer of payroll and other direct costs associated with federally funded projects must be carefully monitored; and

WHEREAS, it is in the best interest of the County to establish a policy for managing cost transfers;

NOW, THEREFORE, IT IS HEREBY ORDERED, that all federally funded grants shall be managed in accordance with the Cost Transfer Policy which is attached hereto as Attachment "1" and is incorporated herein by this reference.

Dated 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

Attachment "1"

Cost Transfers Policy: Federally Funded Awards

Policy Adoption Date: _____ Last Revision:_____

Principle

Cost transfers are typically appropriate when their purpose is to correct posting or bookkeeping errors in the original charges, to reallocate resources between accounts, or to transfer pre-award costs in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (the Uniform Guidance) as implemented by the applicable federal agencies.

Purpose

This policy seeks to assure the integrity and timeliness of the County's accounting for salaries, wages, goods and services on federally funded projects in the County's general ledger. Proper management of federally funded awards is essential to meet the fiduciary responsibilities of the County. The federal government continues to place special emphasis on cost transfers, when auditing federal awards.

Both the federal government and the County recognize that cost transfers from one project to another are occasionally necessary to correct bookkeeping or clerical errors in the original charges. They also recognize that closely related work may be supported by more than one funding source, necessitating the occasional transfer of costs. However, frequent, late and inadequately explained transfers, especially those that involve projects with overruns or unspent balances, raise serious questions about the propriety of the transfers. In addition, the reliability of the County's accounting systems and internal controls are questioned when there are frequent transfers. Therefore, cost transfers must be monitored carefully in order to ensure compliance with federal regulations.

Scope and Responsibilities

This document applies to all cost transfers, including the transfer of payroll and other direct costs associated with federally funded projects.

Definitions

Cost Transfer: The reassignment of an expense to or from a federally funded project after the expense was initially charged to a different federal or non-federal project in

the entity's general ledger.

Policy Statement

The County expects that all costs charged to a federally funded project are correctly charged at the outset, following these standards:

Allowable: the cost is allowed by Federal regulations, federal award terms and conditions.

Reasonable: the cost reflects whether or not the individuals concerned acted with due prudence in the circumstances.

Allocable: the cost has a direct benefit to the account being charged.

Consistent: the treatment is the same as similar expenses in the County.

Goods and services should be charged or allocated among awards at the time of the original purchase whenever possible and practical to avoid unnecessary cost transfers. The Grant Manager (GM) is expected to make personnel and corresponding payroll distribution determinations before any individual devotes effort to the project and to monitor his or her staff's time record-keeping throughout the federally funded project.

All cost transfers, either in the form of a salary/wage/fringe distribution adjustment or direct expense journal entry, will be legitimate and conducted in accordance with the federal award terms and conditions, regulations and County policies.

All GMs will ensure that cost transfers to federally funded projects correcting errors are made promptly. The GM shall review monthly financial reports to identify legitimate errors in a timely manner and communicate required changes to the Finance Department.

All cost transfers involving federal project funds, whether for salaries/wages or goods and services, require preparation and approval to ensure that no one person has complete control over all aspects of a financial transaction.

The Finance Department is responsible for ensuring that requested transfers are made promptly and that all required documentation is on file. Documentation related to each cost transfer must be retained in the master grant files, according to the County's Record Retention Policy. The cost transfer request and accompanying documentation will be available for verification during the course of an audit or other review.

Cost transfers will be supported by documentation. The documentation will contain a full explanation of how the error occurred, the correlation of the charge to the grant department to/from which the transfer is being made. Explanations such as "to correct an error" or "to transfer to correct project" will be unacceptable.

Transfers of costs to any federally funded award account will be allowable only where there is a direct benefit to the federal grant account being charged. For example, an overdraft of any

direct cost item incurred in the conduct of one sponsored project may not be transferred to another sponsored project account merely for the sake of resolving a deficit or an allowability issue. Cost transfers will not be used as a means of managing awards.

Cost transfers to correct an error must be completed regardless of timeframe if the correction benefits the grantor.

All federally funded awards received by the County will comply with the cost principles outlined in Subpart E of the Uniform Guidance.

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR COLUMBIA COUNTY, OREGON

In the Matter of Establishing a Cash Management Policy For Grant Awards	))	Order No. 28-2016

WHEREAS, grants require fiscal control and fund accounting procedures to ensure proper disbursal of and accounting of grant funds; and

WHEREAS, it is in the best interest of the County to establish a policy for managing the disbursal of and accounting for grant funds;

NOW, THEREFORE, IT IS HEREBY ORDERED, that all grants shall be managed in accordance with the Cash management Policy for Grant Awards which is attached hereto as Attachment "1" and is incorporated herein by this reference.

Dated 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

Grant Cash Management Policy

Policy Adoption Date: _____ Last Revision:_____

Principle

Establishing fiscal control and fund accounting procedures to ensure proper disbursal of and accounting for grant funds.

Purpose

This policy seeks to ensure that all financial transactions are conducted and records maintained in accordance with the specific terms and conditions of each grant agreement awarded to the county from the federal government, state or other local governments and private foundations.

Scope and Responsibilities

This document applies to all grant awards at the County. It sets forth the requirements for cash management (payment) in accordance with the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (the Uniform Guidance) and special terms and conditions of the federal award (if any). Specific cash management terms and conditions from other entities that may differ from this policy will be noted and complied with.

Policy Statement

To effectively manage the disbursal of and accounting for grant funds the County will:

- Maintain all financial reporting records in accordance with generally accepted accounting principles to assure consistent treatment of information, fair presentation and conformance with grant terms/conditions and budgetary controls.
- Assure requested cash advances are as close as administratively possible to cash outlays.
- Submit vouchers for payment supported by a detail of the costs being invoiced.
- Base vouchers on data from the general ledger system and supplemented by any other requested detail from the grantor agency.
- Review and approve cash draw-downs (performed by the County Department administering the grant) Maintain proper schedules and documentation for expense reimbursements submitted (grant invoices) or from cash draw downs.
- Monitor and approve, prior to disbursal, any subcontractor/subrecipient requests for payments and, if applicable, completion of the subrecipient invoice checklist. When the County is the pass-through entity of federal or other awards, the County must make

payment within 30 calendar days after receipt of the grant invoice from the subrecipient.

- Review expenditures to ensure that all costs are allowable.

Copies of all approved cash drawdowns are to be sent to Finance at the time they are submitted to the grantor agency and will include account code(s) identifying where to assign the funds in the general ledger upon receipt.

The County defaults to grant funds received as a reimbursement of expense. If a department managing a grant would like to pursue advance, or working capital advance, payments, such arrangements must be discussed and approved by Finance in advance so that the proper bank accounts and/or specialized cash management practices can be put into place.

The County Department shall minimize the time elapsing between the initiation of cash drawdowns and the payment (disbursement) of allowable costs.

In accordance with the Uniform Guidance, annual and final fiscal reports or vouchers requesting payment under a federal award shall be certified/signed by an official who is authorized to legally bind the non-federal entity.

References

Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (the Uniform Guidance) [2 CFR Part 200.305 Payment, as implemented by federal agencies]

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR COLUMBIA COUNTY, OREGON

In the Matter of Establishing Allowable Costs	)	
for Federal Grant Awards	)	Order No. 29-2016

WHEREAS, Subpart E of the Uniform Grant Guidance ("UGG"), specifies which costs are allowable and not allowable for federal grant reimbursement on either a direct or indirect basis; and

WHEREAS, it is in the best interest of the County to establish a policy for identifying costs that are reimbursable, consistent with the UGG and federal funding source;

NOW, THEREFORE, IT IS HEREBY ORDERED, that all grants from federal sources shall follow the Allowable Cost Policy for Federal Awards, which is attached hereto as Attachment "1", and is incorporated herein by this reference.

Dated 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

Attachment "1"

Allowable Cost Policy: Costs Charged to Federal Awards

Policy Adoption Date: _____ Last Revision:_____

Principle

Federal costing regulations specify which costs are allowable and unallowable for cost reimbursement on either a direct or an indirect basis.

Purpose

This policy is issued to define the appropriate charging of costs, consistent with Subpart E of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (the Uniform Guidance) as implemented by the applicable federal agencies.

Scope and Responsibilities

This document applies to all federally funded awards.

Definitions

> **Direct Cost:** Costs that can be identified specifically with a particular final cost objective. A cost may not be assigned to an award as a direct cost if any other cost incurred is incurred for the same purpose or has been allocated to an award as an indirect cost.
>
> **Indirect Cost:** Costs that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective. The County seeks to recover indirect costs and all federal grants are required to include the indirect cost recovery rate calculated by the Finance Department unless the grant program specifically has exceptions.

Policy Statement

All costs charged to a federal award will be approved by the Grant Manager with knowledge of Subpart E of the Uniform Guidance, applicable federal program statutes and limitations included in the federal award's terms and conditions.

There is no universal rule for classifying certain costs as either direct or indirect. A cost may be direct with respect to some specific service or function, but indirect with respect to the federal award or other final cost objective. Costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both.

The County will secure approval in writing from the federal funding agency prior to incurring any costs that require prior approval per the award.

If a cost requiring prior approval is explicitly included in the budget of the award, approval of the budget constitutes approval of those costs.

As further described in the Allowable Cost Guide for Federal Awards, costs charged to a federally funded project must be reasonable and necessary, allocable, consistently treated, properly supported and conform to any limits or exclusions.

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR COLUMBIA COUNTY, OREGON

In the Matter of Exercising the Grace Period for Implementation of Uniform Grant Guidance Procurement Requirements	)))	Order No. 30-2016

WHEREAS, the Uniform Grant Guidance ("UGG") requires the County to implement the procurement requirements set forth in 2 CFR Parts 200.317 to 200.236; and

WHEREAS, the UGG provides that the County may elect to exercise a grace period for implementation of the procurement requirements through June 30, 2017;

NOW, THEREFORE, IT IS HEREBY ORDERED, that in accordance with the Uniform Grant Guidance in 2 CFR Part 200.100, the County elects to exercise the grace period for implementation of the procurement requirements included in 2 CFR Parts 200.317 to 200.326 until June 30, 2017. This election is retroactive to December 26, 2014.

Dated 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

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR COLUMBIA COUNTY, OREGON

In the Matter of Adopting the Columbia County Grant Administration Policy	))	Order No. 31-2016

WHEREAS, it is in the best interest of the public for grant administration to be performed consistently and in compliance with grant requirements;

NOW, THEREFORE, IT IS HEREBY ORDERED, that all grants to Columbia County, regardless of funding source, shall be administered in accordance with the Grant Administration Policy which is attached hereto as Attachment "1", and is incorporated herein by this reference.

Dated 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

Attachment "1"

Grant Administration Policy

Policy Adoption Date: _____ Last Revision:_____

Purpose Statement:

The County receives funds from a variety of public and private sources for specific purposes to extend the capacity of the County to serve the community. These funds may be categorized as grants that require an application process preliminary to the award of funds, complex requirements and periodic reporting of financial and program progress. These policies outline the responsibilities of County departments for grant application, management and reporting processes.

Grant Administration Responsibilities

Grant Management responsibility is vested in the department soliciting the grant. The grant lifecycle includes application, budget development, grant contract management, compliance, financial and programmatic reporting and grant file document retention.

The department managing the grant will designate a Grant Manager (GM) for the grant who will be the expert on all the programmatic, compliance and administrative provisions, terms and conditions of the grant agreement as well as aware of all applicable County policies.

A GM may propose that another County staff person(s) take on specific portions of grant administration duties. Any shared grant administration duties must be proposed as part of the grant application process, mutually agreed to prior to the start of the grant and documented in the grant file.

Grants that include federal awards are subject to certain federal regulations including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (the Uniform Guidance).

Related County policies include the Procurement Policy, Grant Cash Management Policy, Conflict of Interest Policy, Record Retention Policy and several specific to federal grants. Grants must be managed in a manner consistent with these associated policies.

Grant Application

Grant application timelines should include the internal grant application approval phase to ensure sufficient time for review by the various parties involved prior to the grant application submission deadline.

Approval must be obtained from the Board of County Commissioners prior to submission of an application. The Project Request Form should be utilized during the internal approval process, which requires review by several internal services departments including Finance, Counsel, HR,

IT and Facilities.

In addition to the grant program documents and grant budget, special note of grant match or new compliance mandates that the grant requires should be detailed on the Project Request form.

Proposals for support from other county staff to share grant administration responsibility should be noted on the Project Request form and the county staff member(s) proposed for these duties must be separately notified at that time.

Grant applications must be signed by the Board or by a Department Head authorized by the Board to sign.

Budget Development

Proposers should use due diligence to estimate complete direct costs for the grant. Draft budgets should be submitted by the GM to the Finance Department for review prior to submission in the application and grant agreement phases of the award process.

Direct salary costs should be based on the loaded rate of all staff working on the grant for the time frame of grant activity. Loaded salary costs will be calculated by Payroll at the request of the GM.

Grant programs also incur indirect costs; recovery of these costs should be included in grant budgets thru an indirect cost rate. Some grantors or grant programs by statute or rule have a cap or prohibition on indirect cost recovery. Documentation of these statutory or program exceptions must be maintained as part of the grant file.

Calculation of the indirect cost recovery rate will be made by the Finance Department in accordance with the Uniform Guidance for all grants unless the non-federal grantor specifies an alternate required method. The rate will be applied to direct costs as required by the relevant granting agency.

Grant match requirements for grants should be included in the budget and considered allowable in accordance with the terms and conditions of the award. Federal grants will specifically utilize the rules established in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (the Uniform Guidance).

Grant Management and Compliance

Grant Agreements may only be signed by the Commissioners *after* the legal document is reviewed by the Department Head/Elected Official responsible for the grant and County Counsel.

If the grant agreement requires county-wide or department specific policies or procedures that are not currently in existence, it is the responsibility of the grant requesting department to assure that a plan is made for meeting new compliance requirements. This plan must be based

on appropriate coordination with other County departments to determine their ability to assist in meeting the requirements. Careful attention will also be made to Assurances and Certifications, or similar provisions, to ensure the County is in compliance with the certifications being made.

The signed, final version of grant agreements are to be sent to the Finance Department. Each grant will be assigned a unique account segment in the general ledger to track revenues and expenses. If personnel costs are included in the grant, a methodology for tracking time for the grant must be discussed with Finance at the outset of the grant so that time is tracked efficiently and billed accurately.

GMs must review the grant's financial activity in the general ledger on a monthly basis. Any concerns or needed corrections should be brought to Finance in a timely manner. The GM will assure that all requested information for auditing purposes is available in a timely manner during the external audit testing periods.

In the case of federal awards, the GM must be familiar with the significant compliance requirements of the federal award, including allowable costs, procurement and subrecipient monitoring applicable to the grant and manage the grant accordance with County established policies and procedures.

Oversight of service delivery and program activity funded by grants – the reason why the County enters into grant agreements - is also the responsibility of the GM. Concerns about program activities, meeting grant goals and/or timelines should be brought immediately to the attention of the responsible Department Head/Elected Official so that appropriate action may be identified and taken.

Reporting and Disclosures

The GM will assure that timely program and financial reporting is carried out. Identification of programmatic and financial reporting requirements will be made at the time of signing the award. GM, with support of the responsible Department Head/Elected Official and Finance department, will assess the ability of the County's current program and financial systems to meet reporting requirements and address any issues at the outset of the grant period.

All financial reporting or reimbursement requests shall be based on information in the general ledger. Supplementary information required by grant agreements may also be included in financial reports or reimbursement requests. Copies of all financial reports and reimbursement requests sent to a grantor must be sent to the Finance Department the same day, with the appropriate revenue account(s) noted on it.

Departments will prepare requests for reimbursement or advances in sufficient time to avoid operating deficits in grant funded programs.

Grants involving personnel shall utilize the agreed-upon methodology for tracking time spent

on grant activities either (a) in a stand-alone time schedule or (b) as hours recorded in the payroll system to the appropriate, unique grant account code. All payroll costs must be based on hourly rates and benefits levels actually paid as reflected in the payroll system.

GM's will be responsible for following all of the grant's required close-out procedures including those included in the Uniform Guidance applicable to federal awards. Providing for the timely submission of any post award or on-going reporting – programmatic or financial - is the responsibility of the GM.

As is relates to federally funded awards, the County must disclose, in a timely manner and in writing, to the federal awarding agency or pass-through entity all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. The County will investigate suspicions of such violations and seek advice from counsel prior to disclosing to the federal award agency.

As it relates to state or other awards, the County will also disclose in a timely manner to the awarding agency any violations of the law potentially affecting the award. Any statutory requirements of the State of Oregon or grant agreement provisions regarding disclosures of this nature will be followed.

Document Retention

The GM is responsible for maintaining the complete and official grant file. This file will include copies of all compliance documentation, transactional records, procurement records, timesheets, programmatic records, deeds, titles, etc.

Grant file retention is governed by the requirements set forth in the grant agreement as well as the County Document Retention Policy.

Documentation regarding fixed assets donated to the County or funded in full or in part by grant funds must be tracked for the life of the asset. GMs must alert the Finance Department at the time of any such fixed asset purchases or acquisitions and provide documentation of any special rules or provisions regarding the disposition of these assets as required in the grant agreement and/or the federal or state statutes governing such transactions. The Finance Department will track grant-funded and donated assets in the fixed asset system.

Grant Administration Procedures

Finance and grant compliance procedures, checklists, reference documents and other tools to assist GMs to fulfill their grant administration duties are to be available on the intranet, on the County website and/or in printed form.

Grant Procedures include, but are not limited to, the following:

- Allocable Cost Procedure
- Grant Cash Management Procedure
- Conflict of Interest Procedure and Form

- Cost Transfer Procedure
- Subrecipient Monitoring Procedure and Form
- Project Request Form and Instructions

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

In the Matter of the Application by Portland Community College for Public Safety Training Facility in the Primary Agriculture (PA-80) Zone as Authorized Under ORS 215.312	))))	FINAL ORDER NO. 32-2016

WHEREAS, on December 30, 2015, Portland Community College (hereinafter "applicant") submitted an application for a public safety training facility under ORS 215.312. The 282-acre subject property, which is located east of the Scappoose Airport, is zoned Primary Agriculture (PA-80) and identified as Tax Map ID Nos. 3N1W0500300, 3N1W0600200, 3N1W0600505, 3N1W0500500, 3N1W0600504, 3N1W0800800, 3N1W0800900, and 3N1W0700103; and

WHEREAS, ORS 215.312 provides that a public training facility that meets the requirements of that statute may be established on up to 300 acres of land in an area zoned for exclusive farm use and that in reviewing the application, the local government need not amend its comprehensive plan nor zoning code and shall apply only the procedural provisions and objective development standards that apply to uses permitted outright in the zone; and

WHEREAS, ORS 215.312 further provides that the Board of Commissioners shall hold at least one public hearing to allow testimony regarding the location of the facility; and

WHEREAS, following proper notice, the Board of Commissioners held a hearing on the application on May 18, 2016, and heard testimony, which focused on concerns about the lack of detail in the application, potential archaeological and cultural resources at the site, transportation and noise impacts, and a desire to have a hearing held in Scappoose; and

WHEREAS, the Board then closed the hearing and deliberated toward a decision. The Board felt that many of the concerns raised would be more appropriately addressed at the public hearing for a site design review, which would be required prior to development and would involve a specific development proposal. The Board further felt that the hearing for the site design review should be held in Scappoose, which is closer to the proposed facility; and

WHEREAS, the Board then voted unanimously to tentatively approve the application subject to conditions, as recommended in the Staff Report, with the addition of a condition requiring any and all hearings to be held in the evening in Scappoose.

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

A. The Board of County Commissioners adopts the following findings in support of its decision:

    1. The findings and conclusions in the Staff Report to the Board of County Commissioners dated May 18, 2016, which is attached hereto as Exhibit A and incorporated herein by this reference, to the extent those findings are consistent with this Final Order; and

    2. The above recitals.

B. Based on the foregoing and the whole record on this matter, the Board of County Commissioners **APPROVES RF 16-02** for a Public Safety Training Facility on the 282-acre subject property in the PA-80 zone as authorized under ORS 215.312, subject to the following conditions:

1. This Farm Facility Permit shall remain valid for two (2) years from the date of the final decision. This permit shall become void, unless the proposal has commenced with a development permit in conformance with all conditions and restrictions established herein within the two-year validity period.

2. This Farm Facility Permit authorizes only the development and construction of a public safety training facility on the 282 acre subject property. This Permit, in turn, enables the applicant to apply for a Building Permit and other permits necessary for the proposed resource-related site development following completion of Site Design Review and compliance with applicable development standards for the outright permitted use. This Farm Facility Permit addresses and allows this land use only and does not guarantee approval of any other permits necessary for the future development of the subject property.

3. Prior to any development, the applicant shall submit and be approved for a Site Design Review to be scheduled for the Planning Commission hearing and review. Any and all hearings on the site design review shall be held in the evening in Scappoose.

4. Any future development of the site shall comply with the development standards of the Primary Agriculture Zone (Section 300) and Sensitive Habitat Overlay Zones, including County Zoning Ordinance Sections 1100 Flood Hazard Overlay, 1120 Sensitive Bird Habitat, 1140 Greenway Overlay, 1170 Riparian Corridors, 1180 Wetlands, 1185 Natural Area Overlay and 1190 Game Habitat Overlay.

5. Those areas of the subject property that are open space, not used as a particular prop training venue, shall be used for beneficial farm uses to the extent possible.

DATED 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

EXHIBIT A

COLUMBIA COUNTY BOARD OF COMMISSIONERS
STAFF REPORT

May 11, 2016

PCC Public Safety Training Facility

Public Hearing

FILE NUMBER: RF 16-02

APPLICANT: Portland Community College - PO Box 19000, Portland, OR. 97280-0990

OWNER: Airpark Development LLC - PO Box 1754, Lake Oswego, OR.

PROPERTY The property is located in Columbia County unincorporated area bordering to the east of the Scappoose Urban Growth Area east of the Airport.

SIZE: 282 acres

ZONING: Primary Agriculture (PA-80)

MAP ID NUMBERS: 3N1W0500300, 3N1W0600200, 3N1W0600505, 3N1W0500500, 3N1W0600504, 3N1W0800800, 3N1W0800900, 3N1W0700103

REQUEST: Portland Community College (PCC) proposes to site and build a regional public safety training facility on approximately 282 acres in the relatively flat plain area near the Scappoose Airport. Recent changes to the Oregon Revised Statutes allow such a facility as an outright permitted non-farm use in the exclusive farm zone if within the community college district.

APPLICABLE REVIEW CRITERIA: **Page**

Oregon Revised Statute (ORS)

ORS 215.312 Public Safety Training Facility 3

Columbia County Zoning Ordinance

Primary Agricultural Use Zone

Section 307 General Review Standards 4

Section 308 Development Standards 6

Hearings

Section 1616 Procedure for Special Hearings 7

BACKGROUND:

The applicant, Portland Community College (PCC), is requesting general land use approval for a Public Safety Training Facility in Columbia County. The proposed site is zoned for exclusive farm use, Primary Agricultural PA-80. The exclusive farm PA-80 zone is intended to preserve, enhance and stabilize those prime agricultural lands and farm use areas which offer the greatest potential for food and fiber production. However, during the 2013 session, the Oregon Legislature passed amendments to Oregon Revised Statute (ORS), creating ORS 215.312 specifically addressing the Public Safety Training Facility. The new statute allows PCC to apply for such a regional training facility as an outright permitted use in the exclusive farm use area, if it is located in the PCC service area in Columbia County. Any decision made by the County is not a land use decision as defined in ORS 197.015. The county must hold at least one public hearing to allow interested parties to testify regarding the location of the new proposed facility.

The site chosen is approximately 1 ½ miles east of the Columbia River Highway (US 30) on the large relatively flat farm area of the Columbia River valley floor, east of the Scappoose Airport. The site is located generally between a proposed airpark industrial access road that also serves as the Urban Growth Boundary line, and Jackson creek further to the east. The County will review this request as an outright permitted use such as a "farm facility" authorized by Section 304 permitted uses and apply the development standards of the Primary Agriculture Zone, the County Road Standards and Site Design Review standards. Any development permits will require the applicant to obtain a County Road Access Permit and to submit a copy of said permit with the required building permit applications needed for the construction of the various structures of the proposed use. The property is located within the Scappoose Rural Fire District (SRFD) service area. Because the interior access roads are more than 150 feet these roads/driveways will need to be improved to Fire Apparatus Access Standards and approved as such by the SRFD as one condition of building permit issuance.

According to the FEMA Flood Insurance Rate Map No. 41009CO 463D, the majority of the site is not located in a Flood Hazard Area, but located in the X zone, areas of 0.2% annual chance of flood (500 year), protected by levees. There are some Flood Hazard Zone A areas, 0.1% chance of flood (100 year) near Jackson Creek. The State Wetland Inventory Map of Scappoose indicates there are identified wetlands in several pockets near Jackson Creek and a larger wetland in the southern portion of the site. As far as wildlife, sensitive plant & natural areas, the Scappoose-Spitzenburg Area Beak Map shows that the site is within a significant Major Waterfowl Habitat Area, and it is within a Scappoose Bottoms Natural Area. On the southern portion of the proposed site, southeast of the airport, the Sensitive Wildlife general area map indicates a Northwestern Pond Turtle habitat with insufficient information for determination of significance.

The applicant submitted maps depicting the conceptual locations of future functional training uses. Generally, the proposed development avoids mapped wetlands and proposes that new structures will be constructed at least 30' away from all property lines, 50' away from Jackson Creek riparian corridor and is flexible enough to accommodate any additional setbacks for sensitive or protected areas identified. The subject property is bordered to the north and east by other PA-80 zoned properties and is adjacent on the west by a "Future North-South Connector Road" serving as the Urban Growth Boundary of Scappoose. Electrical, water and utility lines will be provided along this future connector road and can be extended to the any new structures via the project's access/driveways. Emergency services are provided to the site by the Scappoose Rural Fire District

and the County Sheriff.

APPLICABLE REVIEW CRITERIA

Beginning with Oregon State Statute - ORS 215.312

Chapter 215 — County Planning; Zoning; Housing Codes 2015 EDITION

215.312 Public safety training facility. (1) As used in this section, "public safety training facility" or "facility" means one or more improvements established by Portland Community College in support of curriculum focused on public safety training or education, including public safety response to an emergency, as defined in ORS 401.025.

(2) In addition to the nonfarm uses that may be established in an area zoned for exclusive farm use under ORS 215.283 (1), Portland Community College may establish a public safety training facility as an outright permitted use on up to 300 acres of land in an area zoned for exclusive farm use, notwithstanding:

(a) The statewide land use planning goals and administrative rules adopted by the Land Conservation and Development Commission.

(b) The minimum lot or parcel size under ORS 215.780.

(3) Portland Community College may establish the public safety training facility jointly in cooperation with one or more other public bodies, as defined in ORS 174.109.

(4) Portland Community College shall:

(a) Use the public safety training facility to support curriculum focused on public safety training and education; and

(b) Make the facility available for use by other public bodies for public safety training or education of public safety personnel, as defined in ORS 181A.355, and other providers of emergency services, as defined in ORS 401.025.

(5) A public safety training facility authorized by this section:

(a) Must be sited on land that is within a community college district in Columbia County.

(b) May not be established unless Portland Community College applies for land use approval of the facility on or before December 31, 2015.

(6) When making decisions approving the public safety training facility authorized by this section, the local government:

(a) Shall apply only those procedural provisions and objective development standards of its land use regulations that apply to uses permitted outright under ORS 215.283 (1).

(b) Is not required to amend the acknowledged comprehensive plan or land use regulations to implement this section.

(7) Before approving the public safety training facility authorized by this section, the local government shall hold at least one public hearing and allow interested persons to testify regarding the location of the facility.

(8) A decision made by the local government to approve the public safety training facility authorized by this section is not:

(a) A land use decision or a limited land use decision, as those terms are defined in ORS 197.015; and

(b) Subject to review by the Land Use Board of Appeals under ORS 197.805 to 197.855. [2013

c.725 §3]

Note: 215.312 was enacted into law by the Legislative Assembly but was not added to or made a part of ORS chapter 215 or any series therein by legislative action. See Preface to Oregon Revised Statutes for further explanation.

Finding 1: This statute was passed during the 2013 Legislative Session. If a state statute is adopted and the local government (County) has not amended its ordinances to implement the statute, then the county will apply the statute directly to any land use decisions. Staff finds the application RF 16-02 for a PCC Public Safety Training Facility is an authorized use in the PA-80 Zone. The County does not need to amend county comprehensive plan policies and/or the zoning ordinances to review this application. PCC applied for land use approval, this application RF 16-02, on December 30, 2015. The subject property of the application is located near Scappoose that is within the community college district. In addition, an LDS staff field visit provided no evidence that the property's topographical characteristics would compromise the issuance of any proposed building or development permits. The remainder of this report will evaluate the submitted application according to objective development standards in Sections 307 and 308 of the Zoning Ordinance. If the research and subsequent Findings determine the propose public safety training facility complies with the applicable provisions of the Zoning Ordinance, staff finds the Board of Commissioners will be able to conditionally approve the submitted request for RF 16-02 and authorize this new use, provided the applicant meets all conditions imposed and obtains the necessary development permits.

Continuing with the applicable provisions of Columbia County Zoning Ordinance, Section 307 - General Review Standards**:**

307 General Review Standards.

.1 All uses in the Primary Agriculture Zone shall meet the review standards found in the above enabling Sections 304, 305 or 306. To also ensure compatibility with farming and forestry activities, the Planning Director, hearings body or Planning Commission shall determine that a use authorized by Sections 304, 305, or 306, except as specifically noted, shall meet the following requirements:

A. The proposed use will not force a significant change in accepted farm or forest practices on surrounding lands devoted to farm or forest use; and

B. The proposed use will not significantly increase the cost of accepted farm or forest practices on lands devoted to farm or forest use.

.2 In addition to the requirements in 307.1A. and B., the applicant may demonstrate that the standards for approval will be satisfied by imposing clear and objective conditions to ensure conformance to applicable standards of the proposed PA-80 use.

Finding 2: In explanation, Sections 304, 305 and 306 list various uses which may be allowed in the Primary Agriculture PA-80 Zone. These listed uses are based on and likely mirror many uses

allowed in Oregon Revised Statutes ORS 215. 283 uses permitted in exclusive farm zones in nonmarginal lands counties. Section 304 Permitted Uses lists those uses that are permitted outright such as farm use and creation, restoration and enhancement of wetlands, fish and wildlife habitat projects. Section 305 Administrative Review lists those uses that are permitted, subject to review and approval under prescriptive standards in Sections 307, 308 & 1550. And, Section 306 Conditional Uses lists those uses that may be approved pursuant to those above listed Sections and also, Conditional Use standards with a mandatory public hearing.

A public safety training facility is not listed in the County Zoning Ordinance but will be listed when the county updates the zoning ordinance to be in compliance with state statutes and planning rules. Until the county updates it's ordinance, the county is required to apply the state statute directly, see Finding 1. The County will review this request as if the Training Facility were listed in Section 305 Administrative Review, permitted subject to prescriptive standards.

The application as a concept plan shows proposed buildings, props and other facilities setback significantly from property lines and Jackson Creek riparian corridor. Although the specific setbacks are not presented, the overall training facility is so large with 282 acres, that setback distances could easily be in the 100s of feet. Additional mitigation measures could be required if impacts are subsequently revealed. The adjoining farm uses do not appear to be impacted to a degree which would change or increase the cost of accepted farming practices if prior to development and building, a site design review is required to minimize any impacts of any particular training module. As far as impacts to the site itself, the applicant states that some unused portions of the facility will be expansive, open space that could be put to farm uses grazing and crop cultivation. Staff recommends that open areas not impacted by development be maintained or sublet for beneficial farm use. This criteria can be met with conditions.

<u>Continuing with Section 307 General review Standards</u>

.3 For all residential development approved under 305.1 through 305.13, the owner shall sign and record in the deed records a document binding on the landowner and any successors in interest, prohibiting them from pursuing a claim for relief or cause of action alleging injury from farming or forest practices normally allowed under law.

.4 Permit Expiration:

A. For any discretionary decision under Sections 305 and 306, <u>except as provided for in Subsection 307.5 below</u>, if not within an urban growth area, the approval period for development is void two (2) years from the date of final decision if a development permit is not issued by Land Development Services;

B. The Director may grant extensions of up to one year if the applicant requests an extension in writing prior to the approval period expiration and it is determined that the applicant was not able to begin or continue development during the approval period for reasons which the applicant was not responsible;

C. Approval of an extension granted under this subsection is an administrative decision, is not a land use decision as described in

ORS 197.015 and is not subject to appeal as a land use decision; and

D. Additional one year extensions may be authorized where applicable criteria for the decision have not changed.

.5 For a proposed residential development decision under Subsections 305.1 through 305.13, if not within an urban growth boundary, the approval period shall be valid for four (4) years and an extension granted under B. above shall be valid for two (2) years.

Finding 3: This application is not for residential use. Paragraphs 307.3 & .5 above are not applicable. If this land use permit for a public safety training facility is approved as a resource facility as provided in Section 305, the approval period shall be for 2 years. A development permit must be issued by the county within the approval period. Extensions may be granted by the Director. This criteria can be met with conditions.

Continuing with Columbia County Zoning Ordinance Section 308, Primary Agriculture

308 Development Standards

.1 The minimum average lot width shall be 100 feet for all activities except farming and forestry.

.2 The minimum average lot depth shall be 100 feet for all activities except farming and forestry.

.3 All newly created lots or parcels and those with permitted, reviewed or conditional uses, shall have a minimum of 50 foot frontage on a public or private right-of-way and an approved access in accordance with this ordinance, the Columbia County Road Standards and the Rural Transportation System Plan.

.4 Setbacks. The following are minimum setbacks for all buildings and structures. In addition, all structures are subject to any special setback lines, where specified on designated arterial or collectors.

A. No structure shall be constructed closer than 30 feet to a property line. In the event the subject property is bordered by a zone with more restrictive setbacks, the more restrictive setback of the adjoining zone shall control on the side of the subject property adjoining the more restrictive setback.

B. Setbacks in wetland areas shall be required in accordance with Sections 1170 and 1180 of the Columbia County Zoning Ordinance.

.5 Height. There shall be a height limitation of 100 feet in the PA-80 Zone for farm use structures, except for on those lands containing abandoned mill sites that were rezoned to industrial uses pursuant to ORS 197.719 or are subject to Airport Overlay Zone, or any structure which has received a conditional use or variance approval which allows a greater height of said structure. Unless otherwise prohibited, the maximum building height for all

non-farm, non-forest structures shall be 50 feet or 2½ stories, whichever is less.

.6 Signs. The standards and requirements described in Section 1300 of the Columbia County Zoning Ordinance shall apply to all signs and name plates in the Exclusive Farm Use Zone.

.7 The Oregon Department of Fish & Wildlife shall be notified and provided with the opportunity to comment on any development within a Goal 5 protected wildlife habitat area.

.8 Dwellings and other structures to be located on a parcel within designated big game habitat areas pursuant to the provisions of Section 1190 are also subject to the additional siting criteria contained in Section 1190.

Finding 4: Many of the existing property lines of the proposed site will likely be changed in the near future. As can be seen in the applicant's maps, the subject property includes several tax lots, some of which actually extend into the City Urban Growth Area. In consultation with LDS staff, the applicant would like to "property line adjust" many property lines to coincide with political boundaries and possibly make one large parcel to accommodate the Training Facility. That way setbacks to property lines may not encumber particular building sites. The minimum lot width and depth will be assured by County staff during this property line adjustment (PLA) review. No new parcels are created in from the PLA process, so parcel frontage on a public right-of-way public would not be a hindrance. Staff does not know whether the new proposed north-south connector roadway will be a public road. Structural setbacks, height restrictions and signs will be reviewed prior to building permit issuance. The Oregon Department of Fish and Wildlife was notified of this request. We have received no comments. With a condition that the applicant apply for Site Design Review, Section 308 Development Standards can be met.

Continuing with Columbia County Zoning Ordinance Section 1616 Special hearings

1616 Procedure for Special Hearings: The procedure for Special Hearings shall, to the greatest extent practicable, be the same as for other quasi-judicial land use hearings as set forth in the Columbia County Zoning Ordinance, Planning Commission Ordinance, and Subdivision and Partitioning Ordinance, and ORS Chapters 92, 197 and 215. When a Special Hearing is held in lieu of a Planning Commission hearing, the hearings officer's decision may be appealed as provided in Sections 1700 through 1703 of this ordinance. When a Special Hearing is held in lieu of a Board of County Commissioners' hearing, the hearing officer's decision may be appealed as provided in ORS Chapter 197 for appeals to the Land Use Board of Appeals.

Finding 5: The enabling legislation for a Public Safety Training Facility (ORS 215.312) requires that the local government must hold at least one public hearing. The Board of Commissioners decided to hold the on Wednesday, May 18, 2016. The statute, ORS 215.312, also states that the decision made by the local government is not a land use decision and is not subject to review by the Land Use Board of Appeals (LUBA). The procedure for this special hearing will be conducted similar to other quasi-judicial land use hearings, given the particulars of the statute.

COMMENTS:

Scappoose Rural Fire District: No comment received.

Oregon Department of Fish & Wildlife: No comments have been received.

Oregon Department of Agriculture: No comments have been received.

County Roadmaster: No comments have been received.

Scappoose-Spitzenburg CPAC: No comments received.

Scappoose Bay Watershed Council: No comments received.

Scappoose Drainage District: No comments received.

Columbia River PUD: No comments received.

As of the date of this report May 11, 2016 no comments have been received by Land Development Services.

CONCLUSION, RECOMMENDATION, & CONDITIONS:

Based upon research about the property and findings of the Staff Report for **RF 16-02** staff recommends the Board of Commissioners **APPROVE** this request for a Public Safety Training Facility on the subject 282 acre PA-80 zoned tract, subject to the following conditions:

CONDITIONS OF APPROVAL:

1. This Farm Facility Permit shall remain valid for two (2) years from the date of the final decision. This permit shall become void, unless the proposal has commenced with a development permit in conformance with all conditions and restrictions established herein within the two-year validity period.

2. This Farm Facility Permit authorizes only the development and construction of a public safety training facility on the 282 acre subject property. This Permit, in turn, enables the applicant to apply for a Building Permit and other permits necessary for the proposed resource-related site development following completion of Site Design Review and compliance with applicable development standards for the outright permitted use. This Farm Facility Permit addresses and allows this land use only and does not guarantee approval of any other permits necessary for the future development of the subject property.

3. Prior to any development the applicant shall submit and be approved for a Site Design Review to be scheduled for the Planning Commission hearing and review.

4. Any future development of the site shall comply with the development standards of the Primary

Agriculture Zone (Section 300) and Sensitive Habitat Overlay Zones, including County Zoning Ordinance Sections 1100 Flood Hazard Overlay, 1120 Sensitive Bird Habitat, 1140 Greenway Overlay, 1170 Riparian Corridors, 1180 Wetlands, 1185 Natural Area Overlay and 1190 Game Habitat Overlay.

6. Those areas of the subject property that are open space, not used as a particular prop training venue, shall be used for beneficial farm uses to the extent possible.

Attachments:

RDF 16-02 submitted application & proposed site plan
Address, Zoning and Vicinity Maps

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

In the Matter of Adopting Findings	)	
Concerning the Feasibility of Using the	)	
County's Personnel and Resources to	)	ORDER NO. 36-2016
Operate Columbia County Rider (CC Rider)	)	

WHEREAS, ORS 279B.030 requires that except as provided in ORS 279B.036, before conducting a procurement for services with an estimated contract price that exceeds $250,000, a contracting agency shall: (a) demonstrate, by means of a written cost analysis in accordance with ORS 279B.033, that the contracting agency would incur less cost in conducting the procurement than in performing the services with the agency's own personnel and resources; or (b) demonstrate, in accordance with ORS 279B.036, that performing the services with the agency's own personnel and resources is not feasible; and

WHEREAS, Columbia County provides public transportation through its transit department, Columbia County Rider Transportation (CC Rider); and

WHEREAS, the County currently has two full-time employees, who manage and administer the CC Rider program, and a contractor, who performs operations and maintenance services; and

WHEREAS, the contract for operations and maintenance, the value of which exceeds $250,000, will expire in July 2016; and

WHEREAS, prior to conducting the procurement, staff performed a preliminary cost analysis using estimated numbers for the contractor's rate of compensation. The preliminary analysis showed that the County's would incur more cost in performing the operations and maintenance services with its own staff and resources than in contracting for those services; and

WHEREAS, based on the preliminary analysis, the Board directed staff to conduct a procurement for the services; and

WHEREAS, following the closing of the solicitation phase of the procurement, County staff performed a final cost analysis, attached hereto as Exhibit A and incorporated herein by this reference, using the contractor's actual rate of compensation; and

WHEREAS, the final cost analysis shows that the cost to contract for CC Rider operations and maintenance would be approximately $3,188,854 over the course of three years, and the cost the County would incur in performing those services with its own personnel and resources would be more than twice as much at $6,842,236. The cost to contract for the services would therefore save the County $3,653,382 over three years; and

NOW, THEREFORE, THE BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY HEREBY ORDERS as follows:

1. The Board adopts staff's report and analysis, attached hereto as Exhibit A and incorporated herein by this reference;

2. The Board adopts the above recitals as findings in support of its decision;

3. The Board finds that based on the final cost analysis, the County would incur more cost in performing CC Rider operations and maintenance services with its own personnel and resources than it would by contracting for those same services; and

4. Based on all of the foregoing and in accordance with ORS ORS 279B.030(a), the Board orders the procurement of operations and maintenance services for CC Rider.

DATED this___ day of June, 2016.

BOARD OF COUNTY OMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By:_____
Anthony Hyde, Chair

Approved as to form

By:_____
Henry Heimuller, Commissioner

By:_____
Office of County Counsel

By:_____
Earl Fisher, Commissioner

ORDER No. 36-2016

EXHIBIT A

CC Rider

Transit Division
PUBLIC TRANSIT FOR ALL

DATE: June 6, 2016

FROM: Janet Wright, Director

TO: BOCC

RE: Feasibility Analysis of Contracting Out Transit Operations vs. Incorporating Transit Into the County

---

Because of the need to conduct an RFP process for a new transit operations contractor, the ORS purchasing rules require the County to complete a financial analysis to assess the cost-benefit of contracting out the service or folding it into the county.

In coordination with the County Finance Department an analysis was conducted and is attached to this staff report. The results of the analysis indicate under three different scenarios that contracting out the operations for public transit to be more cost effective than folding the operations into the county. The costs of driver positions, plus dispatch and operations manager as provided by the new contractor MTRWestern will be at an hourly rate of $40. Preventative maintenance will be $43.35 per hour.

The feasibility analysis determined that the current level of service would be $40/hour. These estimates indicate that for FY17 the carrying costs for the additional employees, along with benefits would add an additional $1,114,606 in costs if the County folded this cost onto its payroll in the first year of the operations contract and increase to $1,249,341in the second year of the contract. The increase in contractor costs in year three is estimated at 2.5% which would increase the contractor costs in FY 19 by $333,770 but would not reduce the growth of costs incurred by the county. County costs would grow by $40,094.

For the three year period the County costs would $6,842,236 and the costs under a contract would be $3,188,854. Contracting for this service over the three year period would save the county $3,653,382.

Staff recommends approving the contract with MTR Western for this service.

Transit Feasilibility Analysis 30.98 FTE
Columbia County
june 2016

County Cost	FY17	FY18	FY19	Total
Start Up	5,000			5,000
Carrying Costs				
Personnel	1,897,519	1,918,188	1,939,167	5,754,874
Admin (non-216 fund)	16,577	16,577	16,577	49,732
Admin Alloc increase	259,718	363,784	409,128	1,032,630
Operations (216 fund)	0	0	0	0
Total	**2,178,814**	**2,298,549**	**2,364,873**	**6,842,236**

53.39% higher/(lower) cost than contract out

Contractor Cost	FY17	FY18	FY19	Total
Start Up	15,000			15,000
Contract	1,049,208	1,049,208	1,075,438	3,173,854
Total Est	**1,064,208**	**1,049,208**	**1,075,438**	**3,188,854**
			2.5% FY19 increase	

County Details

Start Up Costs

	Qty	Est Cost	Total
Computer workstations	1	2,000	2,000
Desks	don't need		0
Furniture	don't need		0
Hiring costs (ads, etc.)			2,500
phone system?	1	500	500
HR (JR)			0
Legal (SH)			0
Operations (JW)			0
Moving in/setting up			0
			5,000

Contractor Details

Operations	FY17	FY18	FY19 (2.5% increase)
Cost/HR	40.00	40.00	41.00
Hrs per Year	23,976	23,976	23,976
Total	**959,040**	**959,040**	**983,016**

Maintenance	FY17	FY18	FY19
Cost/HR	43.35	43.35	44.43
Hrs per Year	2,080	2,080	2,080
Total	**90,168**	**90,168**	**92,422**

FY17
Carrying Costs

Personnel Costs Estimated as of 7/1/16

Title	FTE	Salary Range	Hourly Salary/Step	PERS	FICA	Hourly Total	Insurance Benefits	Monthly Total per FTE	Monthly Workers Comp	Monthly Monthly Total	Annu Total
Bus Driver	15	20	15.95	3.45	1.22	20.61	2,278.86	5,851.71	110.55	5,962.26	71
Bus Driver .49 PT	20	20	15.95	3.45	1.22	20.61		3,572.84	110.55	3,683.40	21
Mechanic	1	24	23.36	5.05	1.79	30.19	2,278.86	7,511.91	121.44	7,633.35	91
Mechanic	0.49	24	23.36	5.05	1.79	30.19		5,233.04	121.44	5,354.49	64
Dispatcher	2	20	15.95	3.45	1.22	20.61	2,278.86	5,851.71	4.42	5,856.13	70
Dispatcher PT	0.49	20	15.95	3.45	1.22	20.61	0.00	3,572.84	4.42	3,577.26	42

Operations Manager	1	E04	29.39	6.36	2.25	38.00	2,278.86	8,865.08	8.15	8,873.23	106
HR Staff	0	21	17.55	3.79	1.34	22.69	0.00	3,932.17	4.87	3,937.04	47
Finance Staff	0	21	17.55	3.79	1.34	22.69	2,278.86	6,211.04	4.87	6,215.90	74
									Total Annual Cost		

Additional Admin Costs (things that would allocate but arent costs without inhouse transit)

	Qty	Est Cost	Total	
FTA drug program			2,500	annual or start up?
Liability Insurance - fleet	0	1,500	0	
Liability Insurance - general			0	
ADP (by EE)	41	193	7,927	
Time clock	41	150	6,150	
Total Admin			**16,577**	

COLA Assumption = 1.5%
Health Insurance Assumption = 8%
PERS Assumption = OPSRP 21.62%
Workers Comp Assumption = no actua

Incremental Admin Allocation		38,921	HR
(based on "max" budget)		172,666	Fin
			Counsel
		19,371	IT (added 10 workstations)
		28,760	Commissioners
Total Admin alloc		**259,718**	

Operating Costs:	**Qty**	**Est Cost**	**Total**
Maintenance			
Supplies	**per JW no higher cost to doing it in house**		
Custodian			
Total Operating			**0**

FY18
Carrying Costs

Personnel Costs Estimated as of 7/1/16

Title	FTE	Salary Range	Hourly Salary/Step	PERS	FICA	Hourly Total	Insurance Benefits	Monthly Total per FTE	Monthly Workers Comp	Monthly Monthly Total	Annu Tota
Bus Driver	15	20	16.18	3.50	1.24	20.92	2,278.86	5,905.30	112.21	6,017.51	72
Bus Driver .49 PT	20	20	16.18	3.50	1.24	20.92		3,626.43	112.21	3,738.65	21
Mechanic	1	24	23.71	5.13	1.81	30.64	2,278.86	7,590.40	123.27	7,713.67	92
Mechanic	0.49	24	23.71	5.13	1.81	30.64		5,311.54	123.27	5,434.80	65
Dispatcher	2	20	16.18	3.50	1.24	20.92	2,278.86	5,905.30	4.49	5,909.79	70
Dispatcher PT	0.49	20	16.18	3.50	1.24	20.92	0.00	3,626.43	4.49	3,630.92	43
Operations Manager	1	E04	29.84	6.45	2.28	38.57	2,278.86	8,963.88	8.27	8,972.15	107
HR Staff	0	21	17.81	3.85	1.36	23.03	0.00	3,991.15	4.94	3,996.09	47

Finance Staff	0	21	17.81	3.85	1.36	23.03	2,278.86	6,270.02	4.94	6,274.96	75,
									Total Annual Cost		

Additional Admin Costs (things that would allocate but arent costs without inhouse transit)

	Qty	Est Cost	Total	
FTA drug program			2,500	annual or start up?
Liability Insurance - fleet	0	1,500	0	10% annual increase
Liability Insurance - general			0	10% annual increase
ADP (by EE)	41	193	7,927	2.5% annual increase
Time clock	41	150	6,150	2.5% annual increase
Total Admin			**16,577**	

COLA Assumption = 1.5%
Health Insurance Assumption = 8%
PERS Assumption = OPSRP 23.54%
Workers Comp Assumption = no actual

Incremental Admin Allocation	51,235	HR
(based on "max" budget)	230,813	Fin
	20,042	Counsel
	23,911	IT (added 10 workstations)
	37,784	Commissioners
Total Admin alloc	**363,784**	

Operating Costs:	**Qty**	**Est Cost**	**Total**
Maintenance			
Supplies			
Custodian			
Total Operating			**0**

FY19
Carrying Costs

Personnel Costs Estimated as of 7/1/16

Title	FTE	Salary Range	Hourly Salary/Step	PERS	FICA	Hourly Total	Insurance Benefits	Monthly Total per FTE	Monthly Workers Comp	Monthly Monthly Total	Annu Total/
Bus Driver	15	20	16.43	3.55	1.26	21.24	2,278.86	5,959.70	113.90	6,073.59	72,
Bus Driver .49 PT	20	20	16.43	3.55	1.26	21.24		3,680.83	113.90	3,794.73	22,
Mechanic	1	24	24.06	5.20	1.84	31.10	2,278.86	7,670.07	125.12	7,795.19	93,
Mechanic	0.49	24	24.06	5.20	1.84	31.10		5,391.21	125.12	5,516.32	66,
Dispatcher	2	20	16.43	3.55	1.26	21.24	2,278.86	5,959.70	4.56	5,964.25	71,
Dispatcher PT	0.49	20	16.43	3.55	1.26	21.24	0.00	3,680.83	4.56	3,685.39	44,
Operations Manager	1	E04	30.28	6.55	2.32	39.15	2,278.86	9,064.15	8.40	9,072.55	108,
HR Staff	0	21	18.08	3.91	1.38	23.37	0.00	4,051.02	5.01	4,056.04	48,
Finance Staff	0	21	18.08	3.91	1.38	23.37	2,278.86	6,329.89	5.01	6,334.90	76,
									Total Annual Cost		

Additional Admin Costs (things that would allocate but arent costs without inhouse transit)

	Qty	Est Cost	Total	
FTA drug program			2,500	annual or start up?
Liability Insurance - fleet	0	1,500	0	10% annual increase
Liability Insurance - general			0	10% annual increase
ADP (by EE)	41	193	7,927	2.5% annual increase
Time clock	41	150	6,150	2.5% annual increase
Total Admin			**16,577**	
Incremental Admin Allocation		47,609	HR	
(based on "max" budget)		257,200	Fin	
		39,576	Counsel	
		24,097	IT	(added 10 workstations)
		40,646	Commissioners	
Total Admin alloc		**409,128**		
Operating Costs:	**Qty**	**Est Cost**	**Total**	
Maintenance				
Supplies				
Custodian				
Total Operating			**0**	

COLA Assumption = 1.5%
Health Insurance Assumption = 8%
PERS Assumption = OPSRP 23.68%
Workers Comp Assumption = no actua

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: _____

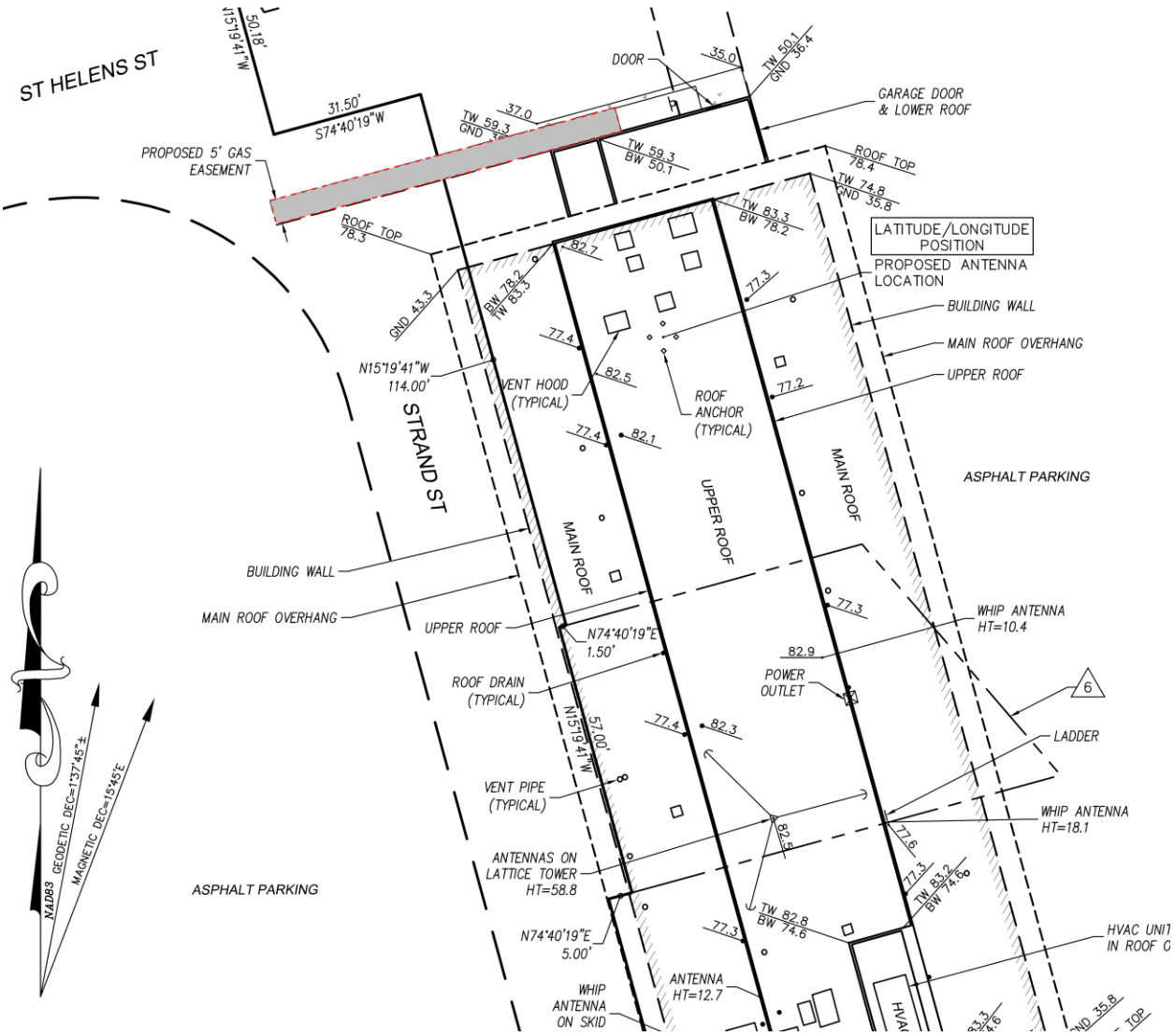
Date: _____, 2016

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.



Oregon
Kate Brown, Governor

Department of State Lands
775 Summer Street NE, Suite 100
Salem, OR 97301-1279
(503) 986-5200
FAX (503) 378-4844
www.oregon.gov/dsl

COLUMBIA COUNTY
JUN 06 2016
COUNTY COUNSEL

State Land Board

Kate Brown
Governor

Jeanne P. Atkins
Secretary of State

Ted Wheeler
State Treasurer

May 31, 2016

PF410\9849-ML
COLUMBIA COUNTY
ATTN: SARAH HANSON
230 STRAND ST., ROOM 318
ST. HELENS, OR 97051

RE: State Waterway Lease 9849-ML

Dear Ms. Hanson:

The Department has approved the request for the above lease. Enclosed are two copies of the revised lease applied for to use state-owned lands in Columbia County. Now that you have received the enclosed copies, please complete the following steps:

1. **Read the revised lease document carefully** to ensure that you understand all of the terms and provisions of the lease. If you have any questions concerning the content of your lease, please call us.

2. **Fill in the information required** on the signature page and the compliance certificate for Oregon tax laws of both copies of your lease. Have the proper corporate authority **sign and date each copy** of the lease where required; and **have both copies notarized**.

3. If you have not already done so, **call your insurance agent or broker** and ask him/her to provide you with a certificate of insurance proving that you have insurance per Exhibit B.

4. Please note that you must have your insurance agent or broker indicate on the insurance certificate that the State of Oregon is an additional insured on your policy, referencing your lease number **9849-ML.**

5. **Write a check in the amount of $1,225.30 for the lease year February 1, 2016 through January 31, 2016 as indicated on the attached statement.** Please make the check payable to the Department of State Lands, and write the number of your lease on the front of the check and return along with the payment statement. **Mail payment to: Department of State Lands, 775 Summer St. NE, Suite 100, Salem, OR 97301**

6. **Send both copies of the signed and notarized lease and certificate of insurance in a single envelope to my attention.** Also, please write the lease number on the outside of your envelope, below your return address. **Mail to: Department of State Lands, 775 Summer Street NE Suite 100, Salem, OR 97301**

7. **We must receive your signed lease and certificate of insurance within 30 calendar days of the date of this letter.** If for some reason you are unable to meet this deadline, please contact us.

When we receive your leases, we will have both copies of the lease signed by the Field Operations Manager, Aquatic Resource Management and will return a fully executed lease to you for your records.

Thank you for your assistance and patience in this process. If you have any questions, please call me at 503-986-5233 or my assistant April Gomez, 503-986-5284.

Sincerely,

Patricia Fox
Property Waterway Coordinator – Western Operations
Aquatic Resource Management Program

Enclosure

STATE OF OREGON
DEPARTMENT OF STATE LANDS
AMENDED AND RESTATED
SUBMERGED AND SUBMERSIBLE LAND LEASE

9849-ML (formerly known as ML-10462)

This Lease is an amendment to and restatement of that certain submerged and submersible lands lease, 9849-ML, dated the 11th day of June, 2001, by and between the State of Oregon, by and through the Oregon State Land Board and the Department of State Lands, and Columbia County, as Lessee:

The State of Oregon, by and through the Oregon State Land Board and the Department of State Lands ("State"), hereby leases to the person(s) herein named ("Lessee"), the following described lands on the terms and conditions stated herein (the "Lease"):

NAME of LESSEE:	ADDRESS:
Columbia County	230 Strand St Rm 318 St. Helens, OR 97051

Legal classification of Lessee is a Political Subdivision,

Lands situated in Columbia County more fully described as follows:

All state-owned submerged and submersible lands in the Columbia River in Section 3, Township 4 North, Range 1 West, Willamette Meridian, Columbia County, Oregon, more particularly described as follows:

Beginning at a point on the intersection of the North line of Tax Lot 7600 (Columbia County Assessor's Map Number 4 1 3 2 1) and the line of Ordinary High Water on the West bank of the Columbia River;

Thence riverward along a line perpendicular to the thread of the stream a distance of 255 feet;

Thence upstream and 255 feet parallel to said line of Ordinary High Water a distance of 177 feet;

Thence shoreward along a line perpendicular to the tread of the stream a distance of 255 feet to the line of the Ordinary High Water;

Thence downstream along said line of ordinary High Water a distance of 177 feet, more or less, to the point of beginning,

Total number of acres: 1.04 acres, more or less.

Hereinafter referred to as the "Leasehold".

SECTION 1 - LEASE TERM; RENEWAL; TERMINATION

1.1 Term: This Lease will continue for a period of 15 years commencing on February 1, 2016, the month and date of which will be known as the "Lease Anniversary Date," and expiring on January 31, 2031, unless terminated earlier as provided under Section 1.4 or Section 7.2 below.

1.2 Renewal: Lessee may apply to renew this Lease for successive 15 year terms by submitting a completed lease renewal application form to State not less than 180 days prior to the expiration of the current term. Upon receipt of the application, State shall renew this Lease unless:

1.2.1 State determines, in its sole discretion, that Lessee has not complied with the terms of this Lease, the applicable statutes or Oregon Administrative Rules; or

1.2.2 Lessee is no longer the preference right holder as provided in ORS 274.040(1) and defined in OAR 141-082-0255; or

1.2.3 State determines that the renewal of this Lease for all or any portion of the Leasehold would be contrary to local, state, or federal law, or would be inconsistent with the policies set forth in OAR 141-082-0260.

1.3 Notice of Intent Not to Renew: Except as otherwise provided in this Lease, State shall provide written notice to Lessee two years in advance if State intends not to renew this Lease for all or any portion of the Leasehold. If State determines not to renew this Lease, but less than two years remain in the Lease term, State shall, at Lessee's request, extend the term of this Lease to complete the two year notice period, within which time Lessee shall vacate that portion of the Leasehold upon which the Lease is not being renewed and relocate any sublessees in an orderly fashion.

1.4 Termination Upon Mutual Consent: This Lease may be terminated by mutual written consent of Lessee and State.

1.5 Holdover: If Lessee does not vacate the Leasehold at the expiration or upon termination of the Lease, State may treat Lessee as a tenant from month to month, subject to all of the provisions of this Lease except the provisions for term, renewal, and Rent. State may unilaterally establish a new Rent for the month-to-month tenancy, payable monthly in advance. If a month-to-month tenancy results from holdover by Lessee under this Section, the tenancy will be terminable at the end of any monthly rental period upon Notice from State given not less than 30 days prior to the termination date specified in the Notice.

SECTION 2 – RENT; OTHER ASSESSMENTS

2.1 Initial Annual Rent: The rental payment to be paid by Lessee to State (the "Rent") for the first year of the Lease is $1,225.30, based on the following Flat Rate. Receipt of the first year's Rent is hereby acknowledged.

	Use Class	Area (square ft.)	Rate Choice	Annual Rent
a)	Commercial Marina/Moorage	43,605 sq. ft.	Flat Rate	$1,225.30
			TOTAL	$1,225.30

2.2 Annual Rent Adjustment: The Rent will be adjusted annually in accordance with the provisions of OAR 141-082-0305 in effect at the time. Each payment is due on the Lease Anniversary Date established in Section 1.1.

2.3 Address for Rent Payments: Until State provides notice of a change in address (using a method described in Section 10.4), Lessee shall deliver all Rent payments to the following address:

Department of State Lands
775 Summer St. NE, Suite 100
Salem, OR 97301-1279

2.4 Assessments: Lessee shall pay all taxes or assessments, or both, that are levied against the Leasehold, whether or not such taxes or assessments, or both, have been levied in the past against the Leasehold or State by the assessing agency.

2.5 Liens: With the exception of mortgages or other security interests authorized by State under Section 6, Lessee shall immediately cause to be discharged any lien or other charge placed on the Leasehold or its Improvements, arising directly or indirectly out of Lessee's actions. State may terminate this Lease if Lessee fails to discharge any lien or charge or provide State with a sufficient bond covering the full amount of the lien after ten days Notice to do so by State. Lessee shall pay and indemnify State for all costs, damages or charges of whatsoever nature, including attorney's fees, necessary to discharge such liens or charges whether the costs, damages or charges are incurred prior or subsequent to any termination of this Lease.

2.6 Late Charges and Interest: Late payments by Lessee of Rent and other charges due under the Lease will cause State to incur costs and other damages not otherwise addressed in this Lease, the exact amount of which will be difficult to ascertain, including costs associated with administrative processing and accounting. In recognition of the foregoing, the parties agree that, notwithstanding other remedies permitted under the Lease and in addition to these remedies, if Lessee has not made full payment of amounts due within 20

days of the date payment is due, Lessee shall pay an additional charge equal to five percent of the amount of the late Rent or other charge. In addition, all amounts due and owing under this Lease, including late charges, will bear interest at the lower of: (a) the highest interest rate allowable by law, or (b) 12% per year.

SECTION 3 - USE AND RESTRICTIONS ON USE

3.1 Authorized Use: This Lease grants to Lessee the right to use the Leasehold for the specific purpose(s) described below in accordance with the Lease terms and conditions, applicable local (including local comprehensive land use planning and zoning ordinances), state and federal laws and the applicable Oregon Administrative Rules.

Commercial Marina Moorage

3.2 Restrictions on Use: Lessee shall:

3.2.1 comply with all applicable local, state and federal laws and regulations affecting the Leasehold and its use, including local comprehensive land use planning and zoning ordinances, and correct at Lessee's own expense any failure of compliance created through Lessee's fault or by reason of Lessee's use;

3.2.2 dispose of all waste in a proper manner and not allow debris, garbage or other refuse to accumulate within the Leasehold, and, if Lessee allows debris, garbage or other refuse to accumulate within the Leasehold, allow State to remove the debris, garbage and other refuse, and collect the cost of such removal from Lessee;

3.2.3 not cut, destroy or remove, or permit to be cut, destroyed or removed, any vegetation that may be upon the Leasehold except with written permission of State, and promptly report to State the cutting or removal of vegetation by other persons;

3.2.4 conduct all operations within the Leasehold in a manner which conserves fish and wildlife habitat, protects water quality, and does not contribute to soil erosion or the growth of noxious weeds;

3.2.5 maintain all buildings, docks, pilings, floats, gangways, similar structures, or other improvements (each an "Improvement") in a good state of repair; and

3.2.6 not unreasonably interfere with the public's trust rights of commerce, navigation, fishing or recreation.

3.3 Condition of Leasehold and Improvements: Lessee represents that it has inspected the Leasehold and Improvements, if any, and accepts the Leasehold and all Improvements in their present condition, AS IS. State has made no oral or written representations concerning the condition of the Leasehold or its Improvements, if any, nor their fitness or suitability for any purpose.

3.4 Limitation on Improvements: Lessee may not construct or place upon the Leasehold any Improvement that exceeds $15,000 in cost or value unless Lessee has first obtained the prior written authorization of State or the Improvement is exempt under OAR 141-082-0265. State shall not unreasonably withhold or delay its approval for Improvements consistent with the purposes of this Lease. All Improvements must be consistent with the authorized use(s) of this Lease stated in Section 3.1 and in compliance with all applicable laws, regulations, and ordinances as stated in Section 3.2.1.

3.5 Disposition of Unauthorized Improvements or Structures: Lessee shall remove all unauthorized Improvements from the Leasehold upon receiving Notice from State, unless State elects to remove the Improvements at Lessee's cost and expense.

3.6 Removal of Authorized Improvements: Lessee shall remove all authorized Improvements within 90 days after the termination or expiration of the Lease or modification of the Lease under Section 4.2, unless otherwise agreed by the parties or the Improvement is exempt under OAR 141-082-0265. Lessee is responsible for any damage done to the Leasehold as a result of the removal of any Improvement. Any Improvement remaining on the Leasehold after the 90 days will at the option of State become the property of State, unless otherwise agreed by the parties.

3.7 Liability: Lessee shall defend, indemnify and hold State harmless from and against all claims, demands, actions, suits, judgment, losses, damages, penalties, fines, costs, and expenses, including expert witness fees and costs and attorney's fees in an administrative proceeding, at trial, or on appeal ("Claims") arising from or attributable, in whole or in part, to the Lease or any operations conducted or allowed by Lessee on the Leasehold. As used in this Section 3.7 only, "State" means the State of Oregon and its boards, commissions, agencies, officers, employees, contractors, and agents. Lessee shall have control of the defense and settlement of any Claim; however, neither Lessee nor any attorney engaged by Lessee shall defend the Claim in the name of the State, nor purport to act as legal representative of State, without the approval of the Attorney General, nor shall Lessee settle any Claim on behalf of State without the approval of the Attorney General. State may, at its election and expense, assume its own defense and settlement in the event that State

determines that Lessee is prohibited from defending State, that Lessee is not adequately defending the State's interests, or that an important governmental principle is at issue and the State desires to assume its own defense. This section is subject to the limits and provisions of ORS 30.260 to 30.300, the Oregon Tort Claims Act, and Article XI, Section 10 of the Oregon Constitution.

3.8 Waste Water Disposal: In addition to any other applicable laws and regulations, Lessee shall obtain any permits required by state or local authorities and shall comply with Oregon Department of Environmental Quality and Oregon State Marine Board requirements for sewage collection and waste water disposal for boats and floating structures.

3.9 Hazardous Substances:

3.9.1 Lessee shall not use, store, or dispose of, or allow the use, storage, or disposal within the Leasehold of any material that may pose a threat to human health or the environment, including without limitation, hazardous substances, pesticides, herbicides, or petroleum products (a "Hazardous Substance") except in strict compliance with applicable laws, regulations and manufacturer's instructions, and Lessee shall take all necessary precautions to protect human health and the environment and to prevent the release of any Hazardous Substance on or from the Leasehold.

3.9.2 Lessee shall keep and maintain accurate and complete records of the amount of all Hazardous Substances stored or used on the Leasehold, and shall immediately notify State of any release or threatened release of any Hazardous Substance on or from the Leasehold or otherwise attributable to operations or activities on the Leasehold.

3.9.3 If any Hazardous Substance is released, and the release arises from or is attributable, in whole or in part, to any operations conducted or allowed by Lessee on the Leasehold, Lessee shall promptly and fully remediate the release in accordance with state and federal regulations and requirements. If Lessee fails to so remediate, State may remove and remediate any release of a Hazardous Substance on or from the Leasehold or attributable to operations or activities conducted or allowed by Lessee on the Leasehold and collect the cost of removal or remediation from Lessee either as additional Rent or as damages.

3.9.4 In addition to any duty to indemnify specified elsewhere in this Lease, Lessee shall indemnify State to the fullest extent allowed by Oregon law against any claim or costs arising from or related to a release of a Hazardous Substance arising from or attributable, in whole or in part, to any operations conducted or allowed by Lessee on the Leasehold.

3.10 Weed Control: Lessee shall control plant pests and diseases and noxious weeds, including aquatic weeds, within the Leasehold as directed by the local county weed control district, the Oregon Department of Agriculture or any other

governmental authority which has authority for the prevention or control, or both, of noxious weeds, plant pests or diseases, or as may be authorized or directed by State.

SECTION 4 - MODIFICATION OF LEASEHOLD AREA OR USE

4.1 Change of Leasehold Area or Use: Lessee may request that State amend the Lease to expand or reduce the size, or change the authorized use, of the Leasehold using a form provided by State. However, no such amendment will be effective unless authorized in writing by State. State shall process and review requests to amend the Lease in the same manner as a new lease application.

4.2 Special Conditions Applicable to Reductions in Leasehold Area. This Lease may be amended to reduce the Leasehold area only if the portion of the Leasehold to be removed from the Lease does not contain any Improvement. If the amendment results in a reduction of Rent due under the Lease, the reduction will be effective commencing on the Lease Anniversary Date that falls at least 12 months after the later of: (a) the date of the reduction in the Leasehold area; or (b) the date on which the amendment is fully executed.

4.3 Lessee Liable for Violations. Notwithstanding any reduction in the Leasehold area under this section, Lessee shall remain liable for any violation of Section 3.8 or 3.9 occurring on lands removed from the Leasehold prior to the amendment removing such lands.

SECTION 5 – RESERVATIONS

5.1 Access: State reserves a right of access to the Leasehold, which, subject to any applicable provisions of the Oregon Residential Landlord and Tenant Act, ORS chapter 90, the State may exercise at all reasonable times to inspect and manage the State's interest in the Leasehold and to evaluate and ensure compliance with the terms and conditions of this Lease. State may examine pertinent records of Lessee for the purpose of ensuring compliance with the Lease.

5.2 Minerals: State reserves all rights to coal, oil, gas, geothermal resources and other minerals, and all deposits of clay, stone, gravel and sand valuable for building, mining, or commercial purposes including, without limitation, the right to explore, mine, develop, produce and remove such minerals and other deposits, along with the right of ingress and egress for these purposes, and to terminate this Lease as to all or any portion of the Leasehold when required for these purposes with 120 days prior written notice to Lessee or as otherwise provided by law.

5.3 Easements: State reserves the right at any time to grant easements across the Leasehold for tunnels, telephone and fiber optic cable lines, pipelines, power lines, or other lawful purpose, along with the right of ingress and egress for these purposes, subject to the inclusion in any such grant of easement of a requirement that the easement holder take all reasonable precautions to ensure that exercise of their easement rights does not unreasonably interfere with Lessee's use(s) authorized in the Lease.

5.4 Public Access and Recreational Use: All state-owned submerged and submersible land must remain available and open to the public for commerce, navigation, fishing and recreation unless restricted or closed by State to public entry pursuant to the provisions of applicable Oregon Administrative Rules. Lessee may request State, but State is not obligated, to close the Leasehold to public entry or restrict recreational use by the public on all or portions of the Leasehold to protect persons or property from harm arising from or in connection with Lessee's activities.

This reservation does not grant the public any right to use or occupy, without Lessee's permission, Lessee-owned property or structures authorized under this Lease.

5.5 Other: State reserves all other rights not expressly granted to Lessee under this Lease.

SECTION 6 – ASSIGNMENTS; SUBLEASES

6.1 Assignment and Sublease:

6.1.1 Except as provided in Section 6.2, Lessee may not assign this Lease or sublease the Leasehold or any portion of the Leasehold nor enter into any third party agreement respecting the Lease or the Leasehold without first obtaining the prior written consent of State pursuant to the requirements of the applicable Oregon Administrative Rules. Requests must be in writing using an application form prescribed by State. The application must be received by State at least 30 calendar days prior to the proposed effective date of the sublease or assignment. State shall make a good faith effort to complete its review of Lessee's application within 30 days following receipt. If the application is incomplete, or if State requests additional information concerning the proposed assignment or sublease, the time period for reviewing applications may be extended and the proposed sublease or assignment may be delayed pending the completion of such review.

6.1.2 State reserves the right to condition its consent to an assignment or sublease as State deems reasonably prudent, including the right to require changes to the terms of this Lease. Each assignee, sublessee, and third party interest will be required to comply with all of Lessee's obligations under this

Lease, and the applicable Oregon Administrative Rules. Lessee will remain liable for the performance of all obligations under this Lease unless State's written consent expressly releases Lessee from further liability.

6.1.3 For the purposes of this section, if Lessee is a corporation or partnership or limited liability company, the transfer of any corporate stock or partnership or membership interest (including by operation of law) will be deemed an assignment subject to the provisions of this section if the result of the transfer is a change of management control or controlling interest in Lessee.

6.1.4 Lessee may not grant a mortgage or security interest in this Lease without prior written consent of State, which consent shall not be unreasonably withheld. Any subsequent assignment by the creditor will require the prior written approval of State.

6.2 Permitted Assignments and Subleases: Notwithstanding Section 6.1 of this Lease, the following assignments, mortgages and security interests, and subleases of Lessee's interest in the Leasehold are permitted and written notice to State is not required:

6.2.1 subleases of portions of Lessee's interest in the Leasehold area in the ordinary course of Lessee's business for the purposes approved under Section 3.1;

6.2.2 the sublease of the entire Leasehold for a term that is less than one year for a purpose specified in Section 3.1; or

6.2.3 the transfer of Lessee's interest in the Lease to a surviving spouse or immediate family member following the death of Lessee; except that, any other transfer of ownership following the death of Lessee is considered an assignment requiring State's approval.

SECTION 7 – DEFAULT

7.1 Default: The following are events of default:

7.1.1 Failure of Lessee to pay any rent, tax, reimbursement or other charge or payment due under the Lease within 20 days after the date payment is due. For the purposes of this subsection, if the due date for payment is not otherwise stated in this Lease or otherwise defined in statute or administrative rule, payment is due on the date set forth in the Notice from State to Lessee informing Lessee of its obligation to pay the charge or payment.

7.1.2 Failure of Lessee to comply with any non-payment-related term or condition or obligation of the Lease within 30 days after Notice by State specifying the nature of the deficiency, or, in the event of an emergency, within

the time specified by State to resolve the emergency. Upon timely request from Lessee, State may in its good faith discretion permit the deadline for curing non-compliance to be extended if it finds that: (1) the default cannot reasonably be cured within the 30 day period; (2) the interests of State will not be harmed by an extension; (3) default was not due to the willful act or gross negligence of Lessee; and (4) State and Lessee mutually agree upon a written plan and timeline for curing the non-compliance.

7.1.3 Any of the following:

a) insolvency of Lessee;
b) the filing by Lessee of a voluntary petition in bankruptcy;
c) an adjudication that Lessee is bankrupt or the appointment of a receiver of the properties of Lessee;
d) the filing of any involuntary petition of bankruptcy and failure of Lessee to secure a dismissal of the petition within 30 days after filing; or
e) attachment of or the levying of execution on the Leasehold interest and failure of Lessee to secure discharge of the attachment or release of the levy of execution within ten days.

If Lessee consists of two or more individuals or business entities, the events of default specified in this paragraph apply to each individual or entity unless within ten days after an event of default occurs the remaining individuals or entities produce evidence satisfactory to State that they have unconditionally acquired the interest of the one causing the default. If the Lease has been assigned under Section 6 of this Lease, the events of default specified in this subsection apply only with respect to the one then exercising the rights of Lessee under the Lease.

7.1.4 Notwithstanding the above, if State in good faith believes that a material default has occurred which may imperil State's rights in the land or the discharge of its Constitutional obligations with respect to the land, State may declare an immediate default without any right of Lessee to cure the deficiency.

7.2 Termination of Occupancy Upon Default: State may terminate Lessee's right to occupy the Leasehold for any default by Lessee that remains uncured past the time provided in Section 7.1. State shall exercise its right to terminate Lessee's occupancy under this section by providing Notice to Lessee of the default and of State's intent to terminate Lessee's right of occupancy under the Lease upon the date provided in the Notice. State may recover from Lessee all costs arising out of State's re-entry and, if State and Lessee mutually agree to terminate the Lease as provided in Section 1.4, all costs of re-letting the Leasehold. If State and Lessee mutually agree to terminate the Lease, State may recover the amount of unpaid rent that otherwise would have been required to be paid under the Lease from the date of default until a new Lease has been secured or, if State and Lessee do not agree to terminate the Lease and State is unable to secure another lessee for the Leasehold, until such time as the Lease expires.

Lessee shall dispose of all Improvements as specified in Section 3.6 of this Lease. If Lessee owns a floating home and has placed the home on the Leasehold pursuant to the provisions of Section 3.1 of this Lease, the lease termination provisions of ORS chapter 90 will apply to the extent the provisions of this Lease are inconsistent with this chapter.

7.3 State's Right to Cure Defaults:

7.3.1 If Lessee fails to perform any obligation under this Lease, State may perform the obligation of the Lease 30 days after providing Notice to Lessee. All of State's expenditures to carry out the obligation must be reimbursed by Lessee on demand with interest at the rate of one percent per month accrued from the date of expenditure by State.

7.3.2 Notwithstanding Section 7.3.1, but subject to ORS chapter 90 if applicable, if any violation of a term or condition of this Lease, including without limitation use of the Leasehold in a manner not permitted under the Lease, is causing or threatens to cause personal injury or damage to the Leasehold or other property, or if damage to the Leasehold arises from some other cause, State may immediately enter upon the Leasehold and take such action as it deems necessary to stop the use or mitigate the injury or damage. If the injury or damage is due to a violation of the terms or conditions of this Lease, Lessee will be liable for all costs incurred by State as a result of the violation and the action taken by State to mitigate the injury or damage. State, at its option, may send Notice to Lessee of the violation and, upon receipt of the Notice, Lessee shall immediately cease the violation and repair the injury or correct all damage caused by the violation. State's failure to provide Notice of a violation may not be deemed a waiver of the violation by State or authorization to Lessee to continue or fail to correct the violation.

SECTION 8 – INSURANCE; BONDS

8.1 LESSEE shall maintain during the term of this License, the required insurance coverages described in attached Exhibit B.

8.2 Bond: State reserves the right to require Lessee to furnish to State a surety bond or an equivalent cash deposit or certificate of deposit, in an amount to be determined by State in the exercise of its reasonable discretion, which names the State of Oregon as co-owner to ensure that Lessee will perform in accordance with all terms and conditions of the Lease.

SECTION 9 - ADDITIONAL CONDITIONS AND STIPULATIONS

9.1 None.

SECTION 10 - MISCELLANEOUS

10.1 Entire agreement: This Lease, together with the attached exhibits and attachments, constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this Lease will bind either party unless in writing. Such waiver, consent, modification or change, if made, will be effective only in the specific instance and for the specific purpose given, and will be valid and binding only if it is signed by each party. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Lease. This Lease supersedes all prior or existing lease or rental agreements between the parties with respect to the Leasehold described in this Lease.

10.2 No Partnership: State is not a partner nor in a joint venture with Lessee in connection with any business carried on in connection with this Lease or the Leasehold and has no obligation for Lessee's debts or other liabilities.

10.3 Non-Waiver: Waiver by either party of strict performance of any provisions of this Lease will not be a waiver nor prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

10.4 Notices:

10.4.1 Any communication required by the terms of this Lease to be given in writing (hereafter, a "Notice") must be given or be served by:

a) depositing the same in the United States mail, postage prepaid; registered or certified mail, with return receipt requested; or
b) personal delivery service with all charges billed to shipper; or
c) expedited delivery service with all charges billed to shipper; or
d) prepaid telegram, telex or facsimile;

addressed to the party for whom the Notice is intended at the address set forth below or at such other address as the party may designate from time to time.

For Notices to Tenant:
Columbia County
230 Strand St. RM 318
St. Helens, OR 97051

For Notices to Landlord:
Department of State Lands
775 Summer Street, NE Suite 100
Salem, OR 97301-1279

10.4.2 Notice is deemed received:

a) upon receipt if sent by telegram, telex or facsimile or if personally delivered (as long as delivery is confirmed by the receiving telex or facsimile operator, including electronic confirmation of receipt, or by the courier delivery service, as the case may be); or
b) three business days after the date of deposit in a post office or other official depository under the care and custody of the United States Postal Service, if sent by United States mail; or
c) on the date of delivery by any expedited delivery service, or
d) on the date any party declines to accept any Notice given as provided in this section.

10.4.3 Each party shall have an address, for Notice purposes, that is within the continental United States and, if any party resides outside the continental United States, the party shall designate an agent for the purpose of receiving Notices whose address is within the continental United States. Any party may change its address for the purpose of receiving Notices by delivering a Notice of the change of address to the other party as described in this section 7.3.

10.4.4 Communications between the parties that are not required by this Lease to be in writing may be by any mutually acceptable method.

10.5 Governing Law; Venue: This Lease and all matters related to the rights and responsibilities of the parties under it are governed by and subject to the laws of the State of Oregon and the administrative rules of the Department of State Lands and the State Land Board, as they may change from time to time. The Oregon Administrative Rules contain terms and conditions which relate to the rights and responsibilities of the parties under this Lease, and all such terms and conditions (as they may change from time to time) are hereby incorporated by reference and made a part of this Lease. Any claim, action, suit or proceeding (collectively, a "Claim") between State and Lessee that arises from or relates to the Lease must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; except that, if a Claim must be brought in a federal forum, then unless otherwise prohibited by law it must be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. However, in no way is this section or any other provision of this Lease to be construed as a waiver by the State of Oregon of any form of defense or immunity, whether it is 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. Lessee, by execution of this Lease, hereby consents to the personal jurisdiction of all such courts.

10.6 Binding on Successors: This Lease is binding on and will inure to the benefit of the successors and assigns of the parties to it, but nothing in this section may be construed as a consent by State to any disposition or transfer of the Lease or any interest in it by Lessee except as otherwise expressly provided in this Lease.

10.7 Nondiscrimination: The Leasehold must be used in a manner, and for such purposes, that assure fair and nondiscriminatory treatment of all persons without respect to race, creed, color, religion, handicap, disability, age, gender, or national origin.

10.8 Right To Sue More Than Once: State may sue periodically to recover damages accrued to date and no action for damages will bar later actions for damages subsequently accruing.

10.9 Remedies Cumulative: The remedies contained in this Lease are in addition to, and do not exclude, any other remedy available at law or in equity, and the exercise by either party of any one or more of its remedies does not preclude the exercise by it at the same or different times of any other remedies for the same default or breach by the other party.

10.10 Attorney Fees: If suit or action is instituted in connection with any controversy arising out of or in connection with this Lease, the prevailing party is entitled to recover all costs and disbursements incurred, including such sums as the court may adjudge reasonable as attorney fees at trial and on any appeal of the suit or action, and in any bankruptcy case or proceedings. State's obligation under this section is subject to the limitations of Article XI, section 7 of the Oregon Constitution.

10.11 Exhibits: All Exhibits to which reference is made in this Lease are incorporated in this Lease by the respective references to them, whether or not they are actually attached. References to "this Lease" include matters incorporated by reference.

10.12 Survival. Termination or expiration of the Lease will not extinguish or prejudice State's right to enforce the provisions of this Lease relating to indemnification, access to records, governing law, venue and consent to jurisdiction.

Lessee, by the signature below of its authorized representative, hereby acknowledges that Lessee has read this Lease, understands it and agrees to be bound by its terms and conditions.

STATE:

The State of Oregon, acting by
and through the Oregon State
Land Board and the
Department of State Lands
775 Summer ST NE, STE 100
Salem, OR 97301-1279

LESSEE:

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

_____
DSL Authorized Signature/ Printed Name

_____
Signature/Title
(Note requirement below)

_____
Date

_____
Date
Note: If Lessee is a corporation, partnership, limited liability company or other form of business entity, signer warrants that s/he has the authority to sign the Lease on behalf of such entity by resolution of its Board of Directors or equivalent, or through delegation of authority to the signer.

STATE OF)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this _____day of

_____, _____, by _____
(name of officer or agent of corporation)

the _____ of _____,
(title of officer or agent) (name of business entity)

a _____ _____
(state or place of incorporation) (corporation, general partnership, limited liability company, etc.)

on behalf of said _____.
(corporation, general partnership, limited liability company, etc.)

_____
Signature
My commission expires_____

CERTIFICATE OF COMPLIANCE WITH OREGON TAX LAWS

By signature on this Lease for Lessee, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Lessee and that Lessee is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 (Amusement Device Taxes), 403.200 to 403.250 (Tax For Emergency Communications), 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 321 (Timber and Forest Land Taxation) and 323 (Cigarettes And Tobacco Products) and the elderly rental assistance program under ORS 310.630 to 310.706 and any local taxes administered by the Department of Revenue under ORS 305.620.

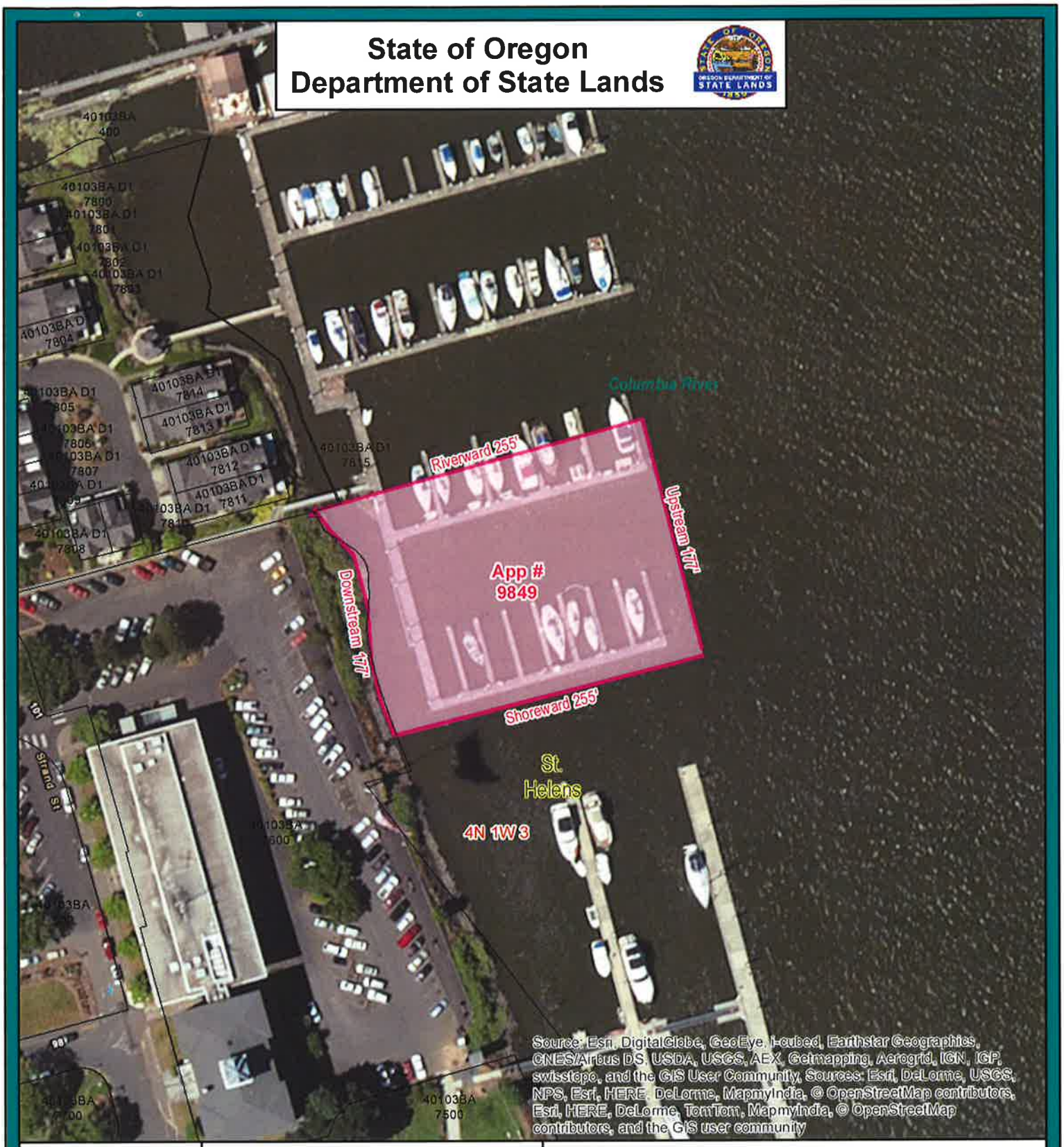
Signature: _____

Date: _____

Printed Name: _____

Title: _____

State of Oregon
Department of State Lands

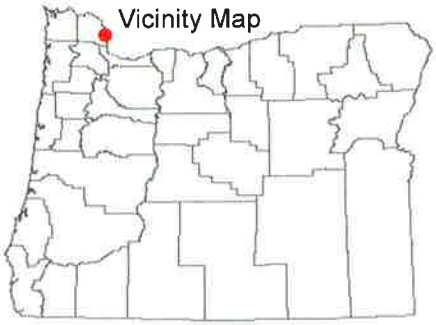


N
W E
S

0 50 100
Feet
1 inch = 100 feet

Map Projection:
Oregon Statewide Lambert
Datum NAD83
International Feet

Vicinity Map



Legal Description Point
Legal Description Line
Authorization Area

This map depicts the approximate location and extent of a Deptartment of State Lands, Land Management Division authorization for use. This product is for informational purposes only and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.

Exhibit A

State of Oregon
Department of State Lands
775 Summer St, NE, Suite 100
Salem, OR 97301
503-986-5200
www.oregon.gov/DSL

Date: 11/21/2014

Software: ESRI ArcMap 10.2
Document Path: O:\GIS_Projects\LM\GIS Analyst\Land\MXDs\Ownership Base Map 2014.mxd

Exhibit B
INSURANCE REQUIREMENTS

During the term of the Lease, Lessee shall maintain in force at its own expense, each insurance item noted below: **(State must check boxes for #2, #3, and #4 to indicate whether insurance is required or not.)**

1. **Required by State of lessee with one or more workers, as defined by ORS 656.027. Workers' Compensation.** All employers, including Lessee, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Lessee shall require and ensure that each of its sublessees (if permitted) complies with these requirements.

2. ☒ **Required by State** ☐ **Not required by State.**
   (Commercial/General) Liability coverage, insuring against claims for bodily injury, death and property damage. Coverage must include contractual liability coverage for the indemnity provided under this Lease. **The commercial/general liability insurance coverages required under this Lease must include the State of Oregon, and its agencies, departments, divisions, commissions, branches, officers, employees, and agents as additional insureds. See Number 7 below.**

   Lessee shall provide proof of liability or commercial general liability insurance in not less than the following amounts:

   Bodily Injury/Death:

   ☒ $1,000,000/$2,000,000 combined single limit per occurrence/aggregate limit for all claims per occurrence.

   or

   ☐ $2,000,000/$4,000,000 combined single limit per occurrence/aggregate limit for all claims per occurrence.

   or

   ☐ $_____

3. ☐ **Required by State** ☒ **Not required by State.**
Marine Protection and Indemnity Coverage. Lessee shall obtain, at Lessee's expense, and keep in effect during the term of the Lease, marine protection and indemnity coverage. Shall not be less than $_____.

4. ☐ **Required by State** ☒ **Not required by State.**
Pollution Liability: Lessee shall obtain at Lessee's expense, and shall keep in effect during the term of the Lease, pollution liability insurance covering Lessee's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related cleanup costs incurred by Lessee, all arising out of Lessee's lease of the Leasehold. Shall not be less than $_____.

5. **"Tail" Coverage.** If any of the required liability insurance is on a "claims made" basis, Lessee shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Lease, for a minimum of 24 months following the termination or expiration of the Lease.

6. **Certificates of Insurance.** As evidence of the insurance coverages required by this Lease, the Lessee shall furnish acceptable insurance certificates to State prior to commencing any work to be performed under the Lease. The certificate must specify all of the parties who are additional insureds. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to State. Lessee shall pay for all deductibles, self-insured retention and self-insurance.

7. **Additional Insured.** The commercial general liability and automobile liability insurance coverages required under this Lease must include the State of Oregon, and its agencies, departments, divisions, commissions, branches, officers, employees, and agents as additional insureds but only with respect to Lessee's activities to be performed under this Lease. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

8. **Change in coverage or cancellation.** Lessee shall notify Lessor when a change in coverage or cancellation occurs. Lessee shall provide Lessor copies of new coverage upon effect of change. As stated in section 2, Lessee shall ensure required insurance coverage is maintained over the term of the lease.

Oregon Department of State Lands

INVOICE

Oregon Department of State Lands
775 Summer Street NE, Suite 100
Salem, OR 97301
Federal EIN: 93-6001772
Fax: 503-378-4844
Phone: 503-986-5233
Contact: Fox Patricia

Columbia County
Attn Sarah Hanson
230 Strand St Room 318
St Helens OR 97051

Invoice #: 16986
Invoice Date: April 4, 2016
Due Date: April 30, 2016
Account Type: Application
Account ID: APP0009849 (ML10462

---- Current Charges ----

Date	Transaction	Fee No.	Amount
08/04/2015	Charge	650	$375.00
Lease Renewal Fee			
12/29/2015	Charge	420	$750.00
Sublease Fee			
04/04/2016	Charge	670-1	$1,225.30
Waterway lease fee, flat rate Comml Marina/Moorage 43,605 sq. ft (2/1/2016 through 1/31/2017)			

Total Current Charges: $2,350.30

Account Summary

Prev. Balance	Current Charges	Payments	Balance Due
$1,344.74	$2,350.30	($2,469.74)	$1,225.30

Tear off and return bottom portion with payment. Please do not send cash.

Mail Payments to:
Oregon Dept. of State Lands
775 Summer Street NE
Suite 100
Salem, OR 97301

Applicant: Columbia County
Account Type: Application
Account ID: APP0009849 (ML10462)
Invoice #: 16986
Invoice Date: April 4, 2016
Balance Due: $1,225.30
Amount Paid: _____

AMENDMENT NUMBER 1
ODOT GRANT AGREEMENT NO. 30412
Columbia County

The **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as **State**, and **Columbia County**, hereinafter referred to as **Recipient**, entered into an Agreement on **August 3, 2015**. Said Agreement is to secure financial assistance to complete the activities described in Exhibit A.

It has now been determined by State and Recipient that the Agreement referenced above, although remaining in full force and effect, shall be amended to move funds that will not be fully expended on Category C and D vehicles, and to apply those funds to purchase a Category E3 vehicle.

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

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

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

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

SIGNATURE PAGE TO FOLLOW

Columbia County, by and through its

_____

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:
Janet Wright
230 Strand Street
Saint Helens, OR 97051
1 (503) 3668504
janet.wright@co.columbia.or.us

State Contact:
Jamey Dempster
555 13th St. NE
Salem, OR 97301-4179
1 (503) 731-8563
James.DEMPSTER@odot.state.or.us

State of Oregon, by and through its Department of Transportation

By _____
H. A. (Hal) Gard
Rail and Public Transit Division Administrator

Date _____

APPROVAL RECOMMENDED

By Arla Miller

Date 06/02/2016

By _____

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over $150,000)

Amendment changes to this Agreement are within the scope of the original or previously amended version; therefore, legal sufficiency review is exempt under OAR 137-045-0050(2).

Date _____

Revised Exhibit A

Project Description and Budget

Project Description/Statement of Work

Project Title: Columbia County 30412 - 5339 Bus & Bus Facilities *Veh Replacement 1 Cat C Diesel, 1 Cat D Diesel & Veh Purchase Cat E3*				
Item #1: Bus 30ft				
	Total	Grant Amount	Local Match	Match Type(s)
	$105,498.00	$87,563.00	$17,935.00	Local
Item #2: Bus < 30ft				
	$131,831.00	$109,420.00	$22,411.00	Local
Item #3: Vans				
	$85,273.00	$70,777.00	$14,496.00	Local
Sub Total	$322,602.00	$267,760.00	$54,842.00	
Grand Total	**$322,602.00**	**$267,760.00**	**$54,842.00**	

- *1. PROJECT DESCRIPTION*

  Purchase three new transit vehicle(s) as follows:

  -One medium sized bus approximately 25 to 30 feet long, with approximately 30 passenger seats;
  -One medium sized bus approximately 20 to 25 feet long, with approximately 14 passenger seats; and
  -One modified minivan less than 20 feet long, with approximately 3-14 passenger seats.

  Eligible costs under this agreement include the vehicle and all equipment or supplies necessary to put the vehicle(s) into service.

  The following vehicle(s) have been approved for replacement in this Agreement. The subrecipient is responsible for following State procedures to properly dispose of the replaced vehicles. Failure to properly dispose of listed vehicles may result in cancellation of a Recipient's reimbursement request for funds under this Agreement.

  -VIN 1GBE5V21959F403598, 2009 Chevy C5V, 30 passenger seats
  -VIN 1FDXE45511HA85351, 2001 Ford 4DC, 13 passenger seats
  -VIN 2FMZA55244BA51254, 2004 Ford Freestar, 6 passenger seats

  2. PROJECT DELIVERABLES, SCHEDULE and USE

  All purchases and installations must be completed prior to the expiration date of this Agreement.

  If Recipient does not purchase from the State Price Agreement contracts managed by the Oregon Department of Administrative Services, Requests for Proposals (RFP) to procure the vehicle must be reviewed by State prior to solicitation for bids. All vehicle orders will be reviewed by State prior to submission to selected vendor.

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

  State will retain title to all vehicles as primary security interest holder as long as the vehicles remain in active public transportation service. Recipient must request permission from State

to release title for disposal when planning to sell or transfer a vehicle, and must notify State when actual disposal has been completed. Recipient must request permission from State in advance to transfer or otherwise dispose of a vehicle prior to its meeting federal useful life standards. Recipient must request permission from State to release title for changes.

3. PROJECT ACCOUNTING and MATCH

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

Recipient shall provide match from eligible source(s); lack of eligible sources will result in cancelled reimbursement requests. Recipient may not count the same costs twice if they have multiple agreements for which these costs may be eligible.

4. REPORTING and INVOICING REQUIREMENTS

Recipient will provide reporting information as prescribed by State on vehicle(s) purchased under this agreement as long as the vehicle(s) remain in public transportation service.

Recipient will submit a request for reimbursement in a format provided by State. Requests must include the following: a cover letter; copies of all invoices associated with expenses identified for reimbursement; and pre-award and post-delivery certification forms which document compliance to Altoona bus testing, Federal Motor Vehicle Safety Standards, Buy America, and Disadvantaged Business Enterprise requirements. Signature of Recipient's designated representative is required.

Revised Exhibit B

FINANCIAL INFORMATION

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

This Agreement is financed by the funding source indicated below:

Federal Program	**Federal Funding Agency**	**CFDA Number**	**Total Federal Funding**
49 U.S.C (5309)	U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	**20.500 (5309)**	**$109,420.00**
Federal Program	**Federal Funding Agency**	**CFDA Number**	**Total Federal Funding**
9300.1A	U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	**20.526 (5339)**	**$158,340.00**

Administered By
Rail and Public Transit Division
555 13th St. NE
Salem, OR 97301-4179

LETTER OF AGREEMENT

This Agreement is made and entered into by Columbia County, hereinafter referred to as the "County", and the Federation of Parole/Probation Officers, hereinafter referred to as the "Union".

WHEREAS, the Columbia County Health Benefits Committee has recommended changes to the County's medical coverage for a three year period, effective August 1, 2016 through July 31, 2019; and

WHEREAS, the Collective Bargaining Agreement by and between the County and Union terminates on December 31, 2018, and the parties desire that this LOA extend beyond the term of the current Collective Bargaining Agreement; and

WHEREAS, the County and Union desire to implement the Health Care Benefits Committee recommendation through July 31, 2019;

NOW, THEREFORE, the County and Union agree as follows:

1. The parties agree to amend Article 9, Section 9.1 of the Collective Bargaining Agreement which is in effect from July 1, 2015 through December 31, 2018, as set forth, below.

A. Paragraph 4 of Section 9.1, is amended to refer to this Letter of Agreement which will be substituted for Exhibit B, to the Collective Bargaining Agreement.

B. The Health Insurance Benefits set forth in Sections 9.1.A-H, are amended to read as follows:

"**A. <u>Medical</u>.** Effective August 1, 2016, the County will provide Kaiser Permanente HMO Plan 13E, Kaiser Added Choice Plan DH13 and the Kaiser Health Savings Account (HSA) Plan $1500/$3000 or their substantial equivalents. The County will also provide benefit riders for durable medical equipment, vision and alternative care.

The County will pay monthly premiums for full time employees up to the maximum listed below for each plan year indicated. Monthly premium payments will be pro-rated for part-time employees.

County Paid Premium:	2016-17	2017-18 up to 8% increase	2018-19 up to 8% increase
Employee - HMO	593.42	640.89	692.16
Employee - Added Choice	665.86	719.13	776.66
Employee - HSA	416.63	449.96	485.96

Employee + 1 - HMO	1364.87	1474.06	1591.98
Employee + 1 - Added Choice	1531.35	1653.86	1786.17
Employee + Family - HMO	1602.23	1730.41	1868.84
Employee + Family - Added Choice	1797.90	1941.73	2097.07
Employee + Family - HSA	1124.91	1214.90	1312.09

If, on or after August 1, 2016 monthly premiums exceed the above amounts, and the Health Insurance Committee is unable to make or have fully approved a recommendation to reduce the premiums, employees shall pay the difference between the actual premium charged for the employee's coverage and the corresponding amounts listed above.

B. **Dental**. The County will provide MetLife Dental PPO Plan, Willamette Dental DMO Plan and Kaiser Permanente Dental DMO Plan or their substantial equivalent.

C. **Orthodontics**. The County will provide an orthodontic option that pays 50 percent of incurred costs up to a maximum of $1000 in a lifetime for eligible dependent children under eighteen (18) years of age.

D. **Medical Savings Accounts**. The County will offer employees an option to participate in a pre-tax cafeteria benefit plan for premium conversion, medical reimbursement and dependent care expenses.

E. **HRA/VEBA**. Every August 1 through the term of this Agreement, the County shall fund VEBA accounts for eligible employees as follows:

	Employee Only	Two Party	Family
For employees on Kaiser Core HMO	$150 per plan year	$200 per plan year	$250 per plan year
Fir employees on Added Choice Option	$50 per plan year	$75 per plan year	$100 per plan year

F. HSA Deductible. For employees who choose the Kaiser HMO HSA Plan, the County shall pay the $1500/$3000 deductible into a health care spending account for the employee at the beginning of the plan year.

G. Physical Exams. The County will pay for all required job-related physical examinations, including drug screenings when required and not otherwise covered by insurance.

H. Open Enrollment. Employees will have the option to switch between health insurance plans, if more than one plan option exists, and sign up for or change their enrollment in the medical savings account during the designated open enrollment period each year."

2. This Letter of Agreement is effective on August 1, 2016 and shall terminate on July 31, 2019, or earlier if the parties agree to different coverage based on a recommendation from the Health Benefits Committee. Unless the parties agree to different coverage based on a recommendation from the Health Benefits Committee, the parties agree to include the Health Insurance Benefits set forth in Sections 9.1.A-H, above, in future Collective Bargaining Agreements through July 31, 2019.

In witness whereof, County and Union have executed this Article on the 16TH day of MAY, 2016.

FOR THE UNION:
FEDERATION OF PAROLE/
PROBATION OFFICERS:

By: _____
Ryan Scholl, President

FOR THE COUNTY:
BOARD OF COMMISSIONERS:

By: _____
Anthony Hyde, Chair

By: _____
Henry Heimuller, Commissioner

By: _____
Earl Fisher, Commissioner

Approved as to form:

By: _____
County Counsel

LETTER OF AGREEMENT

This Agreement is made and entered into by Columbia County, hereinafter referred to as the "County", and the American Federation of State, County and Municipal Employees Local 697, hereinafter referred to as the "Union".

WHEREAS, the Columbia County Health Benefits Committee has recommended changes to the County's medical coverage for a three year period, effective August 1, 2016 through July 31, 2019; and

WHEREAS, the County and Union desire to implement the Health Care Benefits Committee recommendation through July 31, 2019;

NOW, THEREFORE, the County and Union agree as follows:

Medical Insurance. Effective August 1, 2016, the County will provide Kaiser Permanente HMO Plan 13E, Kaiser Added Choice Plan DH13 and the Kaiser Health Savings Account (HSA) Plan $1500/$3000 or their substantial equivalents. The County will also provide benefit riders for durable medical equipment, vision and alternative care.

The County will pay monthly premiums for full time employees up to the maximum listed below for each plan year indicated. Monthly premium payments will be pro-rated for part-time employees.

County Paid Premium:	2016-17	2017-18 up to 8% increase	2018-19 up to 8% increase
Employee - HMO	593.42	640.89	692.16
Employee - Added Choice	665.86	719.13	776.66
Employee - HSA	416.63	449.96	485.96
Employee + 1 - HMO	1364.87	1474.06	1591.98
Employee + 1 - Added Choice	1531.35	1653.86	1786.17
Employee + Family - HMO	1602.23	1730.41	1868.84
Employee + Family - Added Choice	1797.90	1941.73	2097.07
Employee + Family - HSA	1124.91	1214.90	1312.09

If, on or after August 1, 2016 monthly premiums exceed the above amounts, and the Health Insurance Committee is unable to make or have fully approved a recommendation to reduce the premiums, employees shall pay the difference between the actual premium charged for the employee's coverage and the corresponding amounts listed above.

Dental Insurance. The County will provide MetLife Dental PPO Plan, Willamette Dental DMO Plan and Kaiser Permanente Dental DMO Plan or their substantial equivalent.

Orthodontics. The County will provide an orthodontic option that pays 50 percent of incurred costs up to a maximum of $1000 in a lifetime for eligible dependent children under eighteen (18) years of age.

Medical Savings Accounts. The County will offer employees an option to participate in a pre-tax cafeteria benefit plan for premium conversion, medical reimbursement and dependent care expenses.

HRA/VEBA. Every August 1 through the term of this Agreement, the County shall fund VEBA accounts for eligible employees as follows:

	Employee Only	Two Party	Family
For employees on Kaiser Core HMO	$150 per plan year	$200 per plan year	$250 per plan year
For employees on Added Choice Option	$50 per plan year	$75 per plan year	$100 per plan year

F. HSA Deductible. For employees who choose the Kaiser HMO HSA Plan, the County shall pay the $1500/$3000 deductible into a health care spending account for the employee at the beginning of the plan year.

G. Physical Exams. The County will pay for all required job-related physical examinations, including drug screenings when required and not otherwise covered by insurance.

H. Open Enrollment. Employees will have the option to switch between health insurance plan, if more than one plan option exists, and sign up for or change their enrollment in the medical savings account during the designated open enrollment period each year.

2. This Letter of Agreement is effective on August 1, 2016 and shall terminate on July 31, 2019, or earlier if the parties agree to different coverage based on a recommendation from the Health Benefits Committee.

In witness whereof, County and Union have executed this Article on the _____ day of _____, 2016.

FOR THE UNION:
AFSCME LOCAL 697:

By: _____
Lars Sandstrom, President

AFSCME COUNCIL 75:

By: _____
Andy Chavira

FOR THE COUNTY:
BOARD OF COMMISSIONERS:

By: _____
Anthony Hyde, Chair

By: _____
Henry Heimuller, Commissioner

By: _____
Earl Fisher, Commissioner

Approved as to form:

By: _____
County Counsel

LETTER OF AGREEMENT

This Agreement is made and entered into by Columbia County, hereinafter referred to as the "County", and the Federation of Parole/Probation Officers, hereinafter referred to as the "Union".

WHEREAS, the Columbia County Health Benefits Committee has recommended changes to the County's medical coverage for a three year period, effective August 1, 2016 through July 31, 2019; and

WHEREAS, the Collective Bargaining Agreement by and between the County and Union terminates on December 31, 2018, and the parties desire that this LOA extend beyond the term of the current Collective Bargaining Agreement; and

WHEREAS, the County and Union desire to implement the Health Care Benefits Committee recommendation through July 31, 2019;

NOW, THEREFORE, the County and Union agree as follows:

1. The parties agree to amend Article 9, Section 9.1 of the Collective Bargaining Agreement which is in effect from July 1, 2015 through December 31, 2018, as set forth, below.

A. Paragraph 4 of Section 9.1, is amended to refer to this Letter of Agreement which will be substituted for Exhibit B, to the Collective Bargaining Agreement.

B. The Health Insurance Benefits set forth in Sections 9.1.A-H, are amended to read as follows:

"**A. <u>Medical</u>.** Effective August 1, 2016, the County will provide Kaiser Permanente HMO Plan 13E, Kaiser Added Choice Plan DH13 and the Kaiser Health Savings Account (HSA) Plan $1500/$3000 or their substantial equivalents. The County will also provide benefit riders for durable medical equipment, vision and alternative care.

The County will pay monthly premiums for full time employees up to the maximum listed below for each plan year indicated. Monthly premium payments will be pro-rated for part-time employees.

County Paid Premium:	2016-17	2017-18 up to 8% increase	2018-19 up to 8% increase
Employee - HMO	593.42	640.89	692.16
Employee - Added Choice	665.86	719.13	776.66
Employee - HSA	416.63	449.96	485.96

Employee + 1 - HMO	1364.87	1474.06	1591.98
Employee + 1 - Added Choice	1531.35	1653.86	1786.17
Employee + Family - HMO	1602.23	1730.41	1868.84
Employee + Family - Added Choice	1797.90	1941.73	2097.07
Employee + Family - HSA	1124.91	1214.90	1312.09

If, on or after August 1, 2016 monthly premiums exceed the above amounts, and the Health Insurance Committee is unable to make or have fully approved a recommendation to reduce the premiums, employees shall pay the difference between the actual premium charged for the employee's coverage and the corresponding amounts listed above.

B. **Dental**. The County will provide MetLife Dental PPO Plan, Willamette Dental DMO Plan and Kaiser Permanente Dental DMO Plan or their substantial equivalent.

C. **Orthodontics**. The County will provide an orthodontic option that pays 50 percent of incurred costs up to a maximum of $1000 in a lifetime for eligible dependent children under eighteen (18) years of age.

D. **Medical Savings Accounts**. The County will offer employees an option to participate in a pre-tax cafeteria benefit plan for premium conversion, medical reimbursement and dependent care expenses.

E. **HRA/VEBA**. Every August 1 through the term of this Agreement, the County shall fund VEBA accounts for eligible employees as follows:

	Employee Only	Two Party	Family
For employees on Kaiser Core HMO	$150 per plan year	$200 per plan year	$250 per plan year
Fir employees on Added Choice Option	$50 per plan year	$75 per plan year	$100 per plan year

F. HSA Deductible. For employees who choose the Kaiser HMO HSA Plan, the County shall pay the $1500/$3000 deductible into a health care spending account for the employee at the beginning of the plan year.

G. Physical Exams. The County will pay for all required job-related physical examinations, including drug screenings when required and not otherwise covered by insurance.

H. Open Enrollment. Employees will have the option to switch between health insurance plans, if more than one plan option exists, and sign up for or change their enrollment in the medical savings account during the designated open enrollment period each year."

2. This Letter of Agreement is effective on August 1, 2016 and shall terminate on July 31, 2019, or earlier if the parties agree to different coverage based on a recommendation from the Health Benefits Committee. Unless the parties agree to different coverage based on a recommendation from the Health Benefits Committee, the parties agree to include the Health Insurance Benefits set forth in Sections 9.1.A-H, above, in future Collective Bargaining Agreements through July 31, 2019.

In witness whereof, County and Union have executed this Article on the 16TH day of MAY, 2016.

FOR THE UNION:
FEDERATION OF PAROLE/
PROBATION OFFICERS:

By: _____
Ryan Scholl, President

FOR THE COUNTY:
BOARD OF COMMISSIONERS:

By: _____
Anthony Hyde, Chair

By: _____
Henry Heimuller, Commissioner

By: _____
Earl Fisher, Commissioner

Approved as to form:

By: _____
County Counsel

DEPARTMENT OF LAND DEVELOPMENT SERVICES
Columbia County Courthouse, 230 Strand Street
St. Helens, Oregon 97051
Phone: (503)397-7213 Fax: (503)366-3902
casey.garrett@co.columbia.or.us

Notice of Intent To Award

To: Proposers and Other Interested Persons

From: Casey Garrett, Facilities Manager

Date: June 22, 2016

RE: RFP for Engineering/Architectural Services for the CCRider Transit Center in Rainier, Oregon

Columbia County has concluded the selection process for "Request for Proposals for Engineering/Architectural Services for the Columbia County Rider Transit Center in Rainier, Oregon." The Selection Committee has ranked the top two proposers in this order:

1) Lower Columbia Engineering
2) Akaan Architecture + Design

Per 40 U.S.C. § 1102, 49 U.S.C. § 5325(b) ,OAR 137 Division 48, and the Columbia County Personal Services Contracting Rules, Columbia County shall direct negotiations toward obtaining a written agreement on:

(A) The Consultant's performance obligations and performance schedule;

(B) Payment methodology and a maximum amount payable to the Consultant that is fair and reasonable to the Contracting Agency as determined solely by the Contracting Agency, taking into account the value, scope, complexity and nature of the Services; and

(C) Any other provisions the Contracting Agency believes to be in the Contracting Agency's best interest to negotiate.

Furthermore, Columbia County shall either orally or in writing, formally terminate negotiations with the highest ranked Proposer if Columbia County and Proposer are unable for any reason to reach agreement on a Contract within a reasonable amount of time. Columbia County may thereafter negotiate with the second ranked Proposer.

PROTEST OF INTENT TO AWARD: Adversely-affected or aggrieved Offerors shall have seven (7) calendar days from the date of the Intent-to-Award Announcement within which to file a written protest. Protests submitted after that date will not be considered. Protests must specify the grounds upon which the protest is based.

Sincerely,

Casey Garrett
Facilities Manager
Columbia County Oregon

COLUMBIA COUNTY RIDER TRANSPORTATION (CC RIDER)

PUBLIC TRANSPORTATION OPERATIONS CONTRACT BETWEEN COLUMBIA COUNTY AND MTR WESTERN

JULY 2016

TABLE OF CONTENTS

1. EFFECTIVE DATE 2
2. TERM 2
3. CONTRACT DOCUMENTS 2
4. CONSIDERATION 3
5. CONTRACT REPRESENTATIVES 3
6. CONTRACTOR'S SERVICES 3
   A. VEHICLE OPERATORS 3
      (1) Fixed-route Services 3
      (2) Demand Response Services 4
      (3) Flex-Route Services 6
      (4) Fares and Other Program Revenue 6
      (5) Medicaid Transportation 6
      (6) Rider Attendants 6
      (7) Passenger Safety 7
      (8) Vehicle Inspections 7
   B. DISPATCH SERVICES 7
      (1) General Demand Response Service 7
      (2) Medicaid Transportation 8
      (3) Public Information 8
      (4) Dispatcher Training 8
   C. PREVENTATIVE MAINTENANCE 8
      (1) Definition 8
      (2) Compliance with Law 8
      (3) Preventative Maintenance Plan 9
      (4) Coordination with Dispatch 9
      (5) Adequate Staffing 9
      (6) Annual Safety Inspection 9
      (7) Subcontracts 9
      (8) Preventative Maintenance Service 9
      (9) County Consent/Reporting 9
      (10) Operator Assistance 10
      (11) Emergency and On-Call Service 10
      (12) Warranty Claims 10
      (13) Daily Vehicle Maintenance 10
      (14) Vehicle Exteriors 11
      (15) ADA Equipment 11
      (16) Daily Vehicle Inspections 11
      (17) Back-up Bus Service 11
      (18) Vehicle Storage 11
   D. GENERAL SERVICE REQUIREMENTS
      (1) Contractor Flexibility and Coordination 11
      (2) GPS Navigational Systems 12
      (3) Holiday Service 12
      (4) Public Information 12
      (5) Complaints, Compliments, and Other Comments 12
      (6) Columbia County Citizens Transportation Advisory Committee 12
      (7) Emergency Equipment 12
      (8) Fuel 12

(9) Inspection....13
(10) Planning, Administration, Grant Writing and Marketing....13
(11) Advertising Revenues....13
(12) Safety....13
(13) Other Assistance....13
(14) Compliance with Law....13
(15) Personal Use....14
(16) Reporting of Accidents/Emergencies....14
(17) Recycled Materials....14
(18) Columbia County Rider Logo....14
7. PERFORMANCE STANDARDS, REPORTING REQUIREMENTS AND LIQUIDATED DAMAGES....14
A. VEHICLE OPERATORS – Performance Standards and Reporting Requirements....14
(1) Demand-Response On-Time Performance....14
(2) Fixed-route On-Time Performance....15
(3) Missed Trips....15
(4) Late Canceled Trip....15
(5) ADA Capacity....15
(6) Breakdowns....15
(7) Data Collection, Records and Reporting....15
(8) Inspection of Records....16
B. DISPATCH SERVICES – Performance Standards and Reporting Requirements....16
(1) Adequate Staffing....16
(2) Coordination....16
(3) Efficiency....17
(4) In-Vehicle Time....17
(5) Reservations for Demand Response Service....17
(6) Medicaid Rides....17
(7) ADA Capacity....17
(8) Data Collection, Records and Reporting....17
(9) Inspection of Records....18
C. PREVENTATIVE MAINTENANCE - Performance Standards and Reporting Requirements....18
(1) Adequate Staffing....18
(2) Vehicle Records....18
(3) Vehicle Maintenance/Service Records....19
` (4) Weekly Maintenance Report....19
(5) Inspection Forms....19
(6) Reports Required with 24-Hours....19
(7) ADA and Safety Equipment....20
(8) Weekly Maintenance Report....20
(9) Inspection of Records....20
(10) Month Reports Due Date....20
D. LIQUIDATED DAMAGES....20
8. PERSONNEL....21
A. Payment of Wages and Benefits....21
B. Removal; Subcontracting; Hiring Senior Level Staff....22
C. Alcohol & Drug Compliance....22
D. Staffing....22
E. Labor Protection....23

F. Additional Requirements for Vehicle Operators 23
(1) Operator Qualifications....23
(2) Operator Training 23
(3) Criminal and Driver Background Checks 24
(4) Other Qualifications....25
9. VEHICLES 25
A. Vehicle Inventory 25
B. Condition upon Initial Delivery to Contractor 25
C. Condition upon Re-Delivery to County....25
D. Damage....25
E. Totaled Vehicles....25
F. Vehicle Markings 26
G. Other Transportation Operations 26
H. Compliance with Other Federal Requirements 26
10. BILLING AND AUDITING 26
A. Billing/Payment....26
B. Audits and Examinations 26
11. USE OF COUNTY FACILITIES 27
A. Facilities 27
B. Utilities, Services and Supplies....27
C. Contractor Property 27
12. INCLEMENT WEATHER POLICY 27
13. COUNTY TRANSPORTATION SERVICE EXPANSION 28
14. TIME OF ESSENCE....28
15. INSURANCE 28
A. Commercial General Liability Insurance 28
B. Vehicle Liability Coverage 28
C. Collision and Comprehensive 29
D. Workers' Compensation Insurance....29
E. Certificates of Insurance....29
F. Other Requirements 29
16. INDEMNIFICATION....30
17. PERFORMANCE BOND 30
18. TERMINATION OF CONTRACT 30
19. CONTRACTOR DEFAULT....31
20. CONTRACTOR'S WAIVER OF COMPETITION CLAIMS....31
21. WAIVER OF CONDITIONS 32
22. SEVERABILITY....32
23. COMPLIANCE WITH LAWS, CODES AND STANDARDS 32
24. PERMITS TO OPERATE....32
25. NON-PERFORMANCE/FORCE MAJEURE 32
26. INDEPENDENT CONTRACTOR....32
27. STATUTORY PROVISIONS....33
28. NON-DISCRIMINATION....34
A. Minority, Women or Emerging Small Business Enterprise/Veterans 34
B. Equal Opportunity....34
C. Americans with Disabilities Act 34
D. Fair Employment Practices....34
E. Non-Discrimination in Service....34
F. Notice of Discrimination Complaint 35
G. Conformance....35

29. HIGHEST STANDARDS 35
30. CONFIDENTIALITY OF RIDER INFORMATION 35
31. SAFETY 35
32. SUBLETTING OF CONTRACT 35
33. ASSIGNMENT/TRANSFERS OF INTEREST 35
34. REGULATORY REQUIREMENTS 35
35. INTEREST OF ELECTED OFFICIALS 36
36. PUBLICATION, REPRODUCTION AND USE OF MATERIAL.....36
37. CHOICE OF LAW.....36
38. VENUE.....36
39. MEDIATION 36
40. ATTORNEY'S FEES 36
41. ENTIRE AGREEMENT.....37

EXHIBIT 1: Contractor's Fee Schedule, followed by Contractor's Proposal

EXHIBIT 2: Request for Proposals (RFP), excluding the Sample Contract but Including the following attachments:
Exhibit A: Transit Service Area Boundaries
Exhibit B: Transit Service Schedules
Exhibit C: Medicaid Transportation Contract
Exhibit D: Reference Questionnaire
Exhibit E: State Grant Requirements
Exhibit F: Federal Requirements
Exhibit G: Drug and Alcohol Program Requirements
Exhibit H: List of County-Owned Vehicles
Exhibit I: Preventative Maintenance Plan
Exhibit J: DAR Riders Guide and Application
Exhibit K: Pre-Trip/Post-Trip Inspection Form
Exhibit L: Annual Vehicle Inspection Form
Exhibit M: FTA Certifications
Exhibit N: RFP Addenda dated February 26, 2016, March 4, 2016, And March 8, 2016

COLUMBIA COUNTY RIDER TRANSPORTATION (CC Rider)
PUBLIC TRANSPORTATION OPERATIONS CONTRACT

Uniform Grant Guidance Information:

Sub-recipient Unique Entity Identifier: **93-6002288**

Sub-recipient Name: **Columbia County**

Federal Award Identification Number (FAIN): **30741**

Federal Award Date: **6/12/2015 (5311); 4/29/2015 (5309); 7/2/2015 (5310); 8/3/2015 (5309/5339)**

Subaward period of performance start and end date: **7/1/2015 – 6/30/2017 for all subawards.**

Amount of federal funds obligated to sub-recipient by County: **$1,140,579**

Total Amount of federal funds obligated to the sub-recipient by the County: **$1,140,579**

Total amount of federal award: **$1,729,522**

Total Amount of the Federal Award committed to the sub-recipient by the pass-through entity: **$1,729,522**

Federal award project description, as required for the Federal Funding Accountability and Transparency Act (FFATA):

> **The project funds public transportation service administration, operations and preventative maintenance for public transit services in Columbia County through several grants provided by Federal Transportation Administration and the Oregon Department of Transportation. Grant programs include the operating capital – 5311, Elderly Disabled 5310 program, 5309/5339 Capital vehicle purchase grants and State Special Transportation Funding (STF) that is used to match the federal funding received.**

Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;

> (a) Name of Federal awarding agency: **Federal Transit Administration.**
>
> (b) Name of pass-through entity: **Oregon Department of Transportation-Public Transit Division.**
>
> (c) Contact information for awarding official of the pass-through entity: **Jamey Dempster, Regional Transit Coordinator, Oregon DOT Rail & Public Transit Division, 503-731-8563**

CFDA Number and Name:

> **CFDA 20.509 – 5311 Program Funding**
> **CFDA 20.513 – 5310 ED funding**
> **CFDA 20.500 – 5309 funding and**
> **CFDA 20.526 – 5339 funding**

Identification of whether the award is R&D: **Project is not R&D.**

Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs): **We do not apply the indirect cost rate at present; we use the de minimis rate for indirect costs.**

AGREEMENT

THIS CONTRACT is by and between COLUMBIA COUNTY, hereinafter referred to as "County", and MTRWestern, LLC, hereinafter known as "Contractor", and collectively referred to herein as the "Parties," for operations services for Columbia County Rider Transportation ("CC Rider").

1. EFFECTIVE DATE.

This Agreement shall be effective on July 1, 2016**.**

2. TERM.

This Agreement shall terminate on June 30, 2019. The County may extend the term of this Agreement by up to two (2) additional one (1) year terms by providing notice to extend to Contractor at least 60 days before the Term expires.

3. CONTRACT DOCUMENTS.

This Agreement includes the following Contract Documents, all of which are attached hereto and incorporated herein by this reference:

Exhibit 1: Contractor's Fee Schedule, followed by Contractor's Proposal
Exhibit 2: Request for Proposals (RFP), excluding the Sample Contract but including the following attachments:

Exhibit A: Transit Service Area Boundaries
Exhibit B: Transit Service Schedules
Exhibit C: Medicaid Transportation Contract
Exhibit D: Reference Questionnaire
Exhibit E: State Grant Requirements
Exhibit F: Federal Requirements
Exhibit G: Drug and Alcohol Program Requirements
Exhibit H: List of County-Owned Vehicles
Exhibit I: Preventative Maintenance Plan
Exhibit J: DAR Riders Guide and Application
Exhibit K: Pre-Trip/Post-Trip Inspection Form
Exhibit L: Annual Vehicle Inspection Form
Exhibit M: FTA Certifications
Exhibit N: RFP Addenda dated February 26, 2016, March 4, 2016, and March 8, 2016

The contract documents shall be interpreted in a manner that gives effect to all terms. However, in the event of conflicting terms, the Federal Requirements shall control, followed by the Grant requirements, this Contract, Contractor's Proposal and the County's RFP, in that order with documents listed earlier controlling over documents listed later.

4. CONSIDERATION.

County shall pay Contractor on a time and materials basis, according to the rates set forth in Contractor's Fee Schedule, attached hereto as Exhibit 1, said amount to be the complete compensation to Contractor for the services performed under this Agreement. This fee shall include all expenses, including the cost to transport vehicles for Preventative Maintenance services.

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 20 of this Agreement.

5. CONTRACT REPRESENTATIVES.

Contract representatives for this Agreement shall be:

FOR COUNTY	FOR CONTRACTOR
Transit Administrator	Jeremy Butzlaff, COO
Columbia County Rider Transportation	MTR Western
230 Strand Street	720 S. Forest Street
St. Helens, Oregon 97051	Seattle, Washington 98134-2122
503-366-8504	

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

6. CONTRACTOR'S SERVICES.

A. VEHICLE OPERATORS

Contractor will provide operators for a variety of County-owned public transit vehicles, who will transport passengers, make designated stops as required, accept fares, issue transfers, give general directional information, ensure vehicles are road-worthy before leaving the yard, and perform other duties as stated herein. All Program services performed by Contractor under this Agreement shall be as follows and open to the general public:

(1) **Fixed-route Services.** Fixed-route services shall be provided in accordance with the existing schedules, which are attached as Exhibit B of Exhibit 2. The schedules may be revised at any time to address cost efficiencies, convenience, ridership rates and usage or if there is a reduction in funding to support the service.

a. Definition of Service. A fixed-route bus service is a public transportation service that follows a regular, defined bus route and schedule. Fixed-route service is also referred to as “commuter bus” or “intercity” and such service is characterized by routes of longer distance with fewer stops.

b. Service Details. The service hours for this service shall be from 5:00 a.m. to 7:00 p.m., Monday through Sunday, 7-day a week service for some routes, excluding holidays, as addressed herein, but shall be limited to no more than 12 hours per day. The schedule outlined in this paragraph will be reviewed at any time and may be adjusted to reflect funding availability, usage, coordination with other transit agencies, and convenience of access. County approval is required before any revisions can be made to the schedules. Other stop sites may become available, such as park and ride sites. Contractor must be able to incorporate any new stop site into the schedule as it becomes available. Contractor can also suggest new stop sites, but must obtain County approval for any new stop sites so that County can assess community need and maximize system cost efficiency and effectiveness.

c. Existing Routes.

i. From St. Helens to the Portland Tri-Met Transit Mall at 6th and Salmon, Portland (“Transit Mall”);

ii. From St. Helens to Portland Community College Rock Creek Campus (“PCC”) and TriMet’s Willow Creek Transit Center at S.W.185th Avenue and S.W. Baseline (“Willow Creek”);

iii. From St Helens Transit Center to Clatskanie, Oregon.

iv. From Rainier Transit Center to Kelso, Washington Amtrak Station.

v. From Vernonia to PCC and Willow Creek TC; and

vi. From Portland Union Station to Rainier Transit Center, with a connection to Sunset Empire Transit District.

d. Route Expansion or Reduction. The County may add or reduce fixed-route services at any time based on funding. In the event of reduced funding, the County may reduce fixed-route services. Any expansion or reduction in fixed-route services must be made in the least disruptive manner possible. Expansion or reduction in service will not change the hourly rate for service unless there is mutual agreement to do so.

(2) **Demand Response Services.** Contractor shall provide curb-to-curb demand response service in all cities and rural areas of the County. The demand response service boundaries are the same boundary areas as the Scappoose, St. Helens,

Vernonia, Clatskanie and Rainier school districts. The school district boundaries are shown in Exhibit A of Exhibit 2. Demand Response Services do not include ADA Complementary Paratransit services.

a. Definition of Service and Service Boundaries. A demand response service is a curb-to-curb public transportation service available on a first come, first served basis by reservation only, which does not follow a fixed route. Riders may call for service from any location within the respective service area. The demand response services provide service to the elderly and persons with disabilities, as well as to the general public. Demand Response Services are guided by the Dial – A – Ride Rider's Guide, which is attached as Exhibit J.

    i. Scappoose and St. Helens Service Areas. Demand Response Service shall be provided from the Scappoose Service Area and St. Helens Service Area to and from the Portland area currently at a minimum of two (2) times per month. In addition, the Scappoose and St. Helens Demand Response Service shall coordinate with the St. Helens/Scappoose Flex Route service and the fixed route service to Portland and Washington County, so that residents within the Scappoose and St. Helens Demand Response Service area may access fixed route service.

    ii. Rainier Service Area. Demand Response Service shall be provided from the Rainier Service Area. In addition, this Demand Response Service shall include daily coordinated service with the Clatskanie to St. Helens Fixed Route for connections with the St. Helens to Portland fixed-route service, and the Rainier to Longview/Kelso fixed route service so that residents within the Rainier and Clatskanie demand response service boundaries may access the fixed route services.

    iii. Clatskanie Service Area. Demand Response Service shall be provided in the Clatskanie Service Area. The demand response service shall coordinate where possible with the Clatskanie to St Helens and Rainier to Longview/Kelso fixed routes.

    iv. Vernonia Service Area. Demand Response Service shall be provided in the Vernonia Service Area, at least two days a week. The Vernonia demand response service is authorized to provide service for residents of the Vernonia service area directly to and from the Portland area as long as service within the Vernonia service area is not neglected and so long as it is determined that riders cannot use the Vernonia Fixed Route service.

b. Service Hours. Demand Response Service hours in each of the above service areas will vary between 5 to 10 hours, Monday through Friday, excluding the holidays listed herein, and average no more than twelve (12) hours per day in each service area. The Administrator will set the specific

hours for each service area. Service hours in each of the service areas will be reviewed at any time and may be adjusted due to reductions in funding, usage, coordination with other transit agencies, and convenience of access. County approval is required before any revisions can be made to the schedule.

c. Expansion and Reduction. County may add or reduce services at any time based on funding. In the event of reduced funding, the County may reduce any and all operations services. Any expansion or reduction in services must be made in the least disruptive manner possible. Expansion or reduction in service will not change the hourly rate for service unless there is mutual agreement to do so.

(3) **Flex-Route Services**. The South County Flex route runs between St. Helens and Scappoose nine times a day. The service can deviate one time per revolution up to a half mile off route with notice. The route starts at 7:30 a.m. in the morning and ends at 5:50 p.m. in the evening

(4) **Fares and Other Program Revenue**:

a. The County will establish and approve all fares for service and other program revenue and service contracts.

b. All fares and other program revenue are income to the County Program. Contractor shall collect and deposit such revenues with the County on a daily basis according to a mutually agreeable process.

c. Contractor shall collect fares, tickets and other fare media on the bus and at other sale locations as they may be established. Contractor shall be responsible for cash management practices that will insure an accurate accounting of fares, bus ticket and pass sales and other fare media, and the deposit of all such funds with the County according to a mutually agreeable process.

d. Contractor must promptly report to the County any suspected passenger or employee fraud or abuse within 24 hours of receipt of notice of such fraud or abuse.

e. Contractor and its employees are prohibited from soliciting or accepting any tips or gifts of any kind.

(5) **Medicaid Transportation.** During the Term of the Contract, Contractor must be eligible to provide non-emergency Medicaid transportation services in accordance with Medicaid rules and the County's Medicaid Contract, attached as Exhibit C.

(6) **Rider Attendants**. Contractor is not required to supply attendants, but must

allow riders to be accompanied by their attendants, if so requested. The attendants will not be charged.

(7) **Passenger Safety**. Contractor is required to use the highest degree of safety in the operation of equipment and assistance of riders. Contractor shall prohibit operators from physically lifting passengers from scooters to seats, and lifting wheelchairs/scooters into any vehicles. Contractor shall comply with all ADA laws regarding passenger assistance and safety.

(8) **Vehicle Inspections**. Contractor shall conduct daily "pre-trip" and "post-trip" vehicle inspections and complete a form approved by the County. Vehicle interiors and exteriors shall be inspected and be clean and ready for service. All vehicles shall have exteriors free of excessive grime, rust, chipped paid or major dents or body damage that detracts from the overall appearance of the vehicle. The passenger compartment shall be free from torn upholstery or torn or excessively worn floor coverings.

B. DISPATCH SERVICES

Dispatch Services will provide a centralized dispatch and scheduling service for each of the County's service areas, as shown on Exhibit A of Exhibit 2, where all calls for service will be received and scheduled. A computerized schedule and dispatch system will be provided by the County, which Contractor will operate at the administration office in St. Helens, Oregon. The County will pay for and maintain phone lines, as necessary, for the Vernonia, Clatskanie, Rainier, and St. Helens demand response services and other Program business. Contractor's services are also subject to the following terms and conditions:

(1) **General Demand Response Service**. Contractor shall schedule and dispatch operators for general public demand response service in all areas of the County, and as follows:

a. Dispatch Contractor shall generate and provide daily driver sheets or manifests for operators that provide all of the scheduled rides and service to be completed on any day of service.

b. Dispatch Contractor is responsible to assure in coordination with the Operator contractor that the driver sheets or manifest are completely and correctly completed and returned to the Dispatch contractor by each operator at the end of each route or shift.

c. Dispatch Contractor shall coordinate with maintenance contractor personnel to determine vehicle availability on a daily basis to make sure that there are adequate vehicles available for service on any particular day.

d. Dispatch Contractor shall collect and disperse the daily pre and post trip inspection sheets and work with the Maintenance contractor to and

maintain a record of the sheets for inspection by ODOT/FTA and County should they be asked to provide them.

(2) **Medicaid Transportation.** The Contractor shall schedule and dispatch operators to transport Medicaid transportation eligible passengers to medical appointments, in accordance with the County's Medicaid Transportation Contract, attached as Exhibit C of Exhibit 2. The Contractor must not turn down general public transit riders to provide Medicaid funded trips. The Contractor shall not turn down Medicaid Fares without County approval.

a. Contractor shall make available to the County daily Medicaid ride manifests immediately upon receipt.

b. Contractor shall not turn down general public Demand Response transportation riders to provide a Medicaid funded trip. However, the Contractor is encouraged to bundle rides where possible to improve efficiency and cost effectiveness for Medicaid trips where appropriate. Contractor shall not turn down Medicaid rides without County approval.

(3) **Public information.** Contractor shall provide travel training, mobility training and trip planning assistance and information to the public regarding transit services in Columbia County in coordination with the Director.

(4) **Dispatcher Training.** Contractor shall work with the County's Dispatch Service Provider for training in use of the County's Dispatch system. Training can be provided by contacting CTS or by on-line webinars but time must be incorporated into the dispatch schedule for training and on-going training as the system is updated. Dispatch training shall also include area/community road information so that Dispatchers become as familiar with Columbia County as quickly as possible.

C. PREVENTATIVE MAINTENANCE

Contractor shall provide preventative maintenance for the CC Rider vehicle fleet according to the Preventative Maintenance Plan, attached as Exhibit I of Exhibit 2. Contractor's services are also subject to the following terms and conditions:

(1) **Definition.** "Preventative Maintenance" means day-to-day vehicle maintenance including vehicle cleaning, and inspection; vehicle repairs, including major component replacements, weekly scheduled maintenance, and annual inspections.

(2) **Compliance with Law.** Preventative Maintenance shall be performed in accordance with all laws, rules, and regulations associated with County funding and that incorporates the established ODOT and FTA procedures. Procurement and payment for Preventative Maintenance must be compliant with the Oregon Public Contracting Code, and DAS/FTA procurement laws, rules and regulations, and which will result in the lowest cost to the County.

(3) **Preventative Maintenance Plan.** Contractor is required to update the Preventative Maintenance Plan on an annual basis to assure compliance with the FTA and ODOT-PT regulations.

(4) **Coordination with Dispatch**. Contractor is required to coordinate with the dispatchers regarding the availability of vehicles and their condition on a daily basis to assure that there are adequate vehicles available to operate the routes and service provided under this contract.

(5) **Adequate Staffing**. Contractor is required to adequately staff the maintenance department to assure that the required reports and paper work can be completed in the time specified under this contract, i.e., the monthly maintenance report, warranty work, annual vehicle inspections reports and all other reporting requirements.

(6) **Annual Safety Inspection.** Annually on or before July of each year, Contractor shall conduct or cause to be conducted a bus inspection to ascertain the condition of each vehicle in the fleet and shall submit an Annual Vehicle Inspection form for each vehicle to the County. The annual bus safety inspection must meet FTA and ODOT-PT laws, rules and regulations. If Contractor chooses to subcontract for the annual safety inspection prior approval of the County required. The Annual Vehicle Inspection Form is attached as Exhibit L of Exhibit 2. County shall pay all expenses related to the Annual Vehicle Inspection.

(7) **Subcontracts.** Vehicles shall be maintained and repaired by Contractor. If Contractor chooses to subcontract for any of the Preventative Maintenance or repair work, any subcontractor must be approved by the Columbia County Rider Transportation Program Administrator ("Director") in advance.

(8) **Preventative Maintenance Service.** Contractor will coordinate with the Director to comply with all scheduled preventative maintenance requirements so that the County's vehicle fleet meets, at a minimum, the manufacturer's specifications and/or are in accordance with state vehicle maintenance standards and the FTA regulations for Preventative Maintenance.

(9) **County Consent/Reporting.** Contractor shall report to County all vehicle mechanical and warranty problems and any preventative maintenance scheduling problems, and will be required to obtain prior approval of the Director prior to subcontracting any major component repairs, and warranty repairs on the County fleet. Any breakdown during revenue service must be reported to the Director within 24 hours of a breakdown. Contractor shall be responsible for tracking warranties for the vehicles and for informing the County when warranty work is necessary. Contractor will incorporate any warranty reports into the weekly maintenance report provided to the County. Contractor shall enter any new fleet vehicles into the maintenance reporting system for tracking of all maintenance issues including warranty items.

(10) **Operator Assistance.** Contractor shall assist operators whose vehicles have broken down, retrieve and/or arrange for tow services, and get another vehicle to the site of the breakdown so that service interruptions will be kept to a minimum. The County will pay for such towing services.

(11) **Emergency and On-Call Service**. Contractor shall provide emergency on-call and weekend service between 5:00 a.m. and 7:00 p.m. or during any hours that CC Rider is in operation.

(12) **Warranty Claims.** County will process warranty claims at County expense; and Contractor shall assist the County with information as needed for any such claims. Contractor shall provide a weekly report along with the Weekly Preventative Maintenance Report that details any warranty issues that have arisen. This will include any parts or materials that been installed on vehicles recently serviced. Contractor shall notify the County when a vehicle has a warranty issue that needs to be addressed in a timely manner. All warranty work shall be reflected on the weekly maintenance report. Contractor shall notify the County when warranty work is necessary and shall obtain the County's advance approval of the work.

(13) **Daily Vehicle Maintenance.** Contractor shall perform daily cleaning of the inside of each vehicle and ensure that all vehicles are in good working order. No vehicle may be allowed to be put in service if deemed unsafe for use in any manner.

a. A vehicle shall be deemed unsafe for use for reasons including but not limited to the following:

i. Cracked or broken windshield;

ii. Inoperable mirrors;

iii. Bald or worn tires;

iv. Inoperable safety equipment;

v. Inoperable/incomplete ADA equipment;

vi. Broken seats;

vii. Sharp, protruding edges, flooring, etc.;

viii. Inoperable lights, turn signals, headlights, taillights;

ix. Inoperable doors, lifts, or broken windows.

b. Daily cleaning shall consist of:

i. Clean all windows, remove all dust, fingerprints and handprints;

ii. Remove all dust from seats, dashboards, wheel wells, rails and ledges;

iii. Sweep or vacuum all floor areas; mop or clean all liquid spills;

iv. Vehicle must be free of all paper and debris;

v. Graffiti shall be removed.

(14) **Vehicle Exteriors**. Vehicle exteriors shall be washed, including wheels, at least every week or more frequently when conditions warrant to maintain cleanliness. Vehicles will be subject to spot checks for cleanliness.

(15) **ADA Equipment**. Contractor shall ensure that all accessibility equipment required by the ADA, including wheelchair lifts, is well maintained and functional at all times. Contractor is required to be certified in ADA Lift maintenance and be able to address lift issues in accordance with industry standards and maintenance plan requirements. If Contractor does not have a ADA Lift certification, Contractor may subcontract with certified lift maintenance contractors with prior written approval from the County.

(16) **Daily Vehicle Inspections**. Contractor shall review all daily pre-and post-trip vehicle inspection forms provided by Operators for vehicle issues needing repair. Vehicle interiors and exteriors shall be inspected and be clean and ready for service. All vehicles shall have exteriors free of excessive grime, rust, chipped paint or major dents or body damage that detracts from the overall appearance of the vehicle. The passenger compartment shall be free from torn upholstery or torn or excessively worn floor coverings.

(17) **Back-up Bus Service.** In the event that County-owned vehicles are inoperable or are otherwise unavailable, Contractor shall notify the County of the need to rent a vehicle. Contractor may rent an appropriate vehicle at Contractor's expense, with lift equipment for use as a "back-up" vehicle. Rental vehicle must meet program requirements and be approved in advance by the Director.

(18) **Vehicle Storage.** Vehicles shall be stored either where they are stationed for use or at the Facility upon opening of the Facility.

D. GENERAL SERVICE REQUIREMENTS

In addition to the services described, above, Contractor's services shall include:

(1) **Contractor Flexibility and Coordination**. Program services may expand or contract depending on funding available to the County. The Contractor will be required to be flexible and responsive regarding the amount of services to be

provided under the Contract and to work closely with the Director to assure cost efficiency and effectiveness. Contractor will be encouraged to work with the Director to coordinate service with other transportation providers, for cost efficiency and effectiveness. Any subcontracts must be initiated by the Director and be approved by the County.

(2) **GPS Navigational Systems**. Contractor shall provide for a GPS navigational system for each vehicle on Demand Response and Flex-Route service. Navigational systems may be portable.

(3) **Holiday Service.** No transportation services will be provided on the following holidays: New Year's Day, Memorial Day, and July 4th, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day. CC Rider is open on Memorial Day, Labor Day and Veterans Day, but on a reduced service schedule. Line 1, Line 5 and Line 7 run on these Federal Holidays. Line 7 coordinates with SETD in Clatsop County.

(4) **Public information.** Contractor shall provide information to the public regarding transit services in Columbia County in coordination with the Director.

(5) **Complaints, Compliments, and Other Comments.** Contractor shall document and/or log any call or comment, and immediately provide to County notification or copies of any and all complaints, compliments, comments or other information provided by riders and the general public regarding the County Transportation system. The log shall describe the complaint, compliment or comment in detail, including a description of the situation, the name and phone number of the caller/rider, and other pertinent information so that County staff may contact the caller or rider to complete a full review of the issues. The County will respond to all complaints, and in some cases, may involve Contractor in the response process

(6) **Columbia County Citizens Transportation Advisory Committee.** Contractor or designee shall attend every scheduled Citizens Transportation Advisory Committee meeting, as necessary.

(7) **Emergency Equipment.** Contractor shall pay for and equip all vehicles with all emergency equipment that is required by any Public Transportation Operations funding source, to be mutually determined by the Parties after consultation and review of all relevant funding agreements. The emergency equipment list shall be kept up to date as federal and state standards change. Contractor shall adequately train operators on the use of the emergency equipment.

(8) **Fuel.** Contractor shall purchase fuel in accordance with the current procedure established by the County's fuel provider. The County shall provide fuel cards to Contractor for Contractor's use. Contractor shall be required to provide a list of those employees who are approved to obtain fuel for fleet vehicles and to notify the County when any employee terminates employment. The list will be updated on a monthly basis. The County will pay for the fuel used by County

vehicles. Fuel used for non-revenue vehicles will not be reimbursed. Contractor is not allowed to use any county or fleet vehicles for purposes other than those expressly allowed under the Contract without prior written approval from the County

(9) **Inspection.** Contractor will be required to permit representatives from ODOT, the Comptroller General of the United States, and representatives from County to inspect all vehicles, facilities, equipment, and all relevant data and records pertaining to the use of the equipment.

(10) **Planning, Administration, Grant Writing and Marketing.** Contractor will assist the County in the development of design and marketing tools; including travel guides, schedules, bus passes, tickets, and other transportation information developed for public use.

(11) **Advertising Revenues.** Contractor may not affix advertising material to the outside of vehicles, nor post advertising inside of the vehicle, nor pass out advertising to passengers without express approval of the County. The County may choose to sell advertising on bus interiors and exteriors.

(12) **Safety.** Contractor will ensure the safety of riders by any and all means necessary, including, but not limited to: operator training, retraining and monitoring; drug and alcohol training of operators; rider assistance training; vehicle maintenance; maintaining order in and around vehicles; providing safety and emergency procedures; and passenger training information, etc.

(13) **Other Assistance.** Contractor will assist and advise County in managing the transportation services including, but not limited to: procurement of capital items (e.g., vehicles and radios); safety; accident investigation; agency liaison; general administration; and cost allocation.

(14) **Compliance with Law.** Contractor and its employees shall comply with all applicable federal and state statutes, regulations and rules, involving the Program, and the operation and use of motor vehicles. Notwithstanding the generality of the foregoing, Contractor shall comply with the following specific requirements:

a. The Grant Agreements. Contractor shall comply with all provisions related to the Program as set forth in the State Grant Requirements, which are attached hereto as Exhibit E. The County will obtain additional grants to fund the Program during the Term of the Contract (the “New Grant Agreements”). Contractor shall comply with all provisions related to the Program as set forth in any New Grant Agreements, which will be attached to this Contract upon approval of the County.

b. FTA Provisions. Contractor shall comply with all applicable provisions of the Federal Transit Administration, attached as Exhibit F of Exhibit 2, and

FTA Drug and Alcohol Regulations, attached as Exhibit G of Exhibit 2.

(15) **Personal Use.** Contractor and its employees shall not use the vehicles provided by County pursuant to this contract for personal use, e.g., personal errands or shopping.

(16) **Reporting of Accidents/Emergencies.** Operators shall immediately notify dispatch in the event of any traffic accident or medical emergency that involves a vehicle used in the performance of this Contract. Dispatch shall promptly advise the appropriate authorities and County of the accident or emergency.

(17) **Recycled Materials.** Pursuant to OAR 125-246-0321, Contractor shall use, in the performance of the Contract work, to the maximum extent economically feasible, Recycled Paper. Contractor shall use, in the performance of the Contract work, to the maximum extent economically feasible, recycled PETE products, as well as other recycled plastic resin products.

(18) **Columbia County Rider Logo.** All vehicles shall display the Columbia County Rider logo on both sides of the vehicle when in service. Only vehicles approved by the County may display the Columbia County Rider logo and no other logo shall be displayed on the vehicles without County approval.

7. PERFORMANCE STANDARDS, REPORTING REQUIREMENTS AND LIQUIDATED DAMAGES

A. VEHICLE OPERATORS – Performance Standards and Reporting Requirements.

Contractor for Vehicle Operators shall comply with the following standards and requirements:

(1) **Demand-Response On-Time Performance.**

a. Standard**.** Demand-Response trips will be considered “on-time” as long as they are served within a window of +/- ten (10) minutes deviation from the scheduled pick-up and drop-off times. The Contractor will be required to provide a minimum of 95% on-time demand-response trips. If a demand-response trip is not “on-time” it is either “late”, or it is “early”. If the cause of not being “on-time” is within the Contractor’s control.

b. Monthly Report. Contractor shall provide a monthly on-time compliance report on or before the 10th of the month following the report month. The report shall include the reason for any late or missed demand-response trip.

c. Vehicle Manifests. On all Demand Response trips, the Contractor shall keep vehicle manifests for each day of service. The manifests shall include rider names, scheduled and actual pick-up times, addresses, mileage, vehicle(s) utilized, no-shows, dead-head miles and other pertinent information.

(2) **Fixed-route On-Time Performance.**

a. Standard. A Fixed-route trip will be considered "on-time" if arrival time at a scheduled stop is within five (5) minutes +/-deviation of the scheduled arrival time. If a trip is not "on-time" it is either "late" or "early." Operators shall be required to stay at the stop until the scheduled departure time.

b. Monthly Report. Contractor shall provide a monthly on-time compliance report on or before the 10th of the month following the report month. The report shall include the reason for any late or missed trip.

(3) **Missed Trips.**

a. For Demand Response, missed trips include those in which the rider is never picked up or is picked up 15 minutes or more after the scheduled pick-up time.

b. For Fixed Route, missed trips include those that are not run at all.

c. Contractor shall not have a pattern or practice of missed trips.

(4) **Late Canceled Trip.** A late cancellation is defined as a rider who cancels a trip less than 60 minutes from scheduled pick-up.

(5) **ADA Capacity.** Contractor shall assure that people with disabilities are afforded equivalent access to service as compared to individuals without disabilities.

(6) **Breakdowns**. Any breakdown during revenue service must be reported to the Administrator within 1 hour of a breakdown.

(7) **Data Collection, Records and Reporting.** Contractor shall collect and provide rider data, including, but not limited to, trips, fares collected, turn-downs, no shows, and mileage, late cancellations, dead head miles, and other data as necessary to comply with and complete required reports in accordance with ODOT-PT and FTA laws, rules and regulations.

a. Data Collection. Contractor shall document all requests for service. Contractor shall collect data on the number of riders including elderly and disabled riders and other data as requested by Columbia County, ODOT and FTA.

b. Daily Driver Sheets. Operators shall complete the daily driver sheets provided by dispatch. Driver sheets include data for dial-a-ride service and fixed route service. All drivers' sheets are returned to dispatch at the end of shift for each route and day of service. The daily drivers sheets will show

information for each trip: date and day of service, names of riders, rider classification, origin and destination address, as well as scheduling and dispatch logs showing number of riders per trip, fares collected, trip denials and the reasons for the denial, time of request, time scheduled, time of pickup and drop off, odometer readings for pick up and drop off, missed trips and no-shows, and other data and information needed to comply with all laws, rules and regulations applicable to the funding for this contract.

c. Monthly Rider Report. Contractor will provide a monthly report along with Contractor's invoice for payment that provides: number of accidents, list of new or terminated employees for fleet fuel card purposes, number of operator complaints received, profit and loss statement for operator services provided and other statistics as required. In addition to reporting base data, Contractor shall submit a monthly report that could include the following: Accomplishments and goals - administration and transportation; Existing and anticipated problems, with recommendations for resolution; Complete explanation of all accidents, incidents, and unusual events. Monthly reports are due on or before the 10th of the month following the report month, along with Contractor's invoices for payment.

(8) **Inspection of Records.** Contractor shall permit representatives from the United States Department of Transportation (USDOT), the Comptroller General of the United States, the State of Oregon, Secretary of State, Oregon Department of Transportation (ODOT) and representatives from County to inspect all books, documents, papers, records and accounts of Contractor, which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts, and transcripts. Contractor agrees to preserve, and to cause any subcontractor to preserve and make available, for a period of five years after the completion of this Contract and any subsequent Contracts, any and all financial, operations, administrative, and maintenance records pertaining to those Contracts. Contractor will be responsible for properly maintaining separate records and summaries for these services as deemed necessary by County.

B. DISPATCH SERVICES – Performance Standards and Reporting Requirements. Contractor for Dispatch Services shall comply with the following standards and requirements:

(1) **Adequate Staffing**. The Contractor will provide an adequate number of trained dispatch personnel to adequately handle the dispatch duties. This would include personnel to fill in for holidays or sick time, etc.

(2) **Coordination**. Contractor is required to coordinate with the Operator contractor and the Maintenance contractor to assure system service is covered and report to the County of any maintenance or operator issues that would hinder service from being provided.

(3) **Efficiency**: For demand-response rides and subject to vehicle availability, the Contractor will be responsible for choosing the best combination of riders on each vehicle trip and the shortest distance/time combinations for each trip to maximize the efficiency of the service.

(4) **In-Vehicle Time.** Except in cases of extremely distant start and end points, riders shall not spend more than 60 minutes in a vehicle per trip. Contractor shall provide a minimum of 95% of trips under 60 minute's duration each.

(5) **Reservations for Demand Response Service:** Contractor shall provide a sufficient number of employees to answer and/or respond to requests for demand response services. Maximum wait time for phone-in scheduling should be no longer than two minutes. Scheduling must be available from 7:00 a.m. to 6:00 p.m., Monday through Friday. An answering machine must be available at all other hours. Calls received after hours must be returned by 8:00 a.m. on the next business day. Same day calls must be returned as quickly as possible.

(6) **Medicaid Rides.** Contractor shall schedule Medicaid rides in accordance with the County's Medicaid Transportation Contract, attached as Exhibit C of Exhibit 2. Contractor may call passengers ahead of time to remind them regarding a scheduled service.

(7) **ADA Capacity.** Contractor shall assure that people with disabilities are afforded equivalent access to service as compared to individuals without disabilities.

(8) **Data Collection, Records and Reporting.** Contractor shall generate the Driver Sheets with the required data that Operators will then complete and return to Dispatch. Contractor shall collect and provide rider data, including, but not limited to, trips, fares collected, turn-downs, no shows, and mileage, late cancellations, dead head miles, and other data as necessary to comply with and complete required reports in accordance with ODOT-PT and FTA laws, rules and regulations. A late cancellation is defined as a rider who cancels a trip less than 60 minutes from scheduled pick-up.

a. Contractor shall document all requests for service.

b. Contractor shall collect data on the number of riders including elderly and disabled riders and other data as requested by Columbia County, ODOT and FTA.

c. Contractor shall prepare, maintain and provide upon request, weekly dial-a-ride logs showing for each trip: date and day of service, names of riders, rider classification, origin and destination address, as well as

scheduling and dispatch logs showing number of riders per trip, fares collected, trip denials and the reasons for the denial, time of request, time scheduled, time of pickup and drop off, odometer readings for pick up and drop off, missed trips and no-shows, and other data and information needed to comply with all laws, rules and regulations applicable to the funding for this contract.

d. Contractor shall provide monthly written reports using Excel spreadsheet software and/or dispatch software provided by the County, or in another mutually agreed upon electronic format. Monthly reports shall include rider count by service; odometer readings of each vehicle; no shows; ride turn-downs per service; complaints; compliments; and concerns. Monthly reports are due on or before the 10th of the month following the report month, along with Contractor's invoice for payment.

(9) **Inspection of Records.** Contractor shall permit representatives from the United States Department of Transportation (USDOT), the Comptroller General of the United States, the State of Oregon, Secretary of State, Oregon Department of Transportation (ODOT) and representatives from County to inspect all books, documents, papers, records and accounts of Contractor, which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts, and transcripts. Contractor agrees to preserve, and to cause any subcontractor to preserve and make available, for a period of five years after the completion of this Contract and any subsequent Contracts, any and all financial, operations, administrative, and maintenance records pertaining to those Contracts. Contractor will be responsible for properly maintaining separate records and summaries for these services as deemed necessary by County.

C. PREVENTATIVE MAINTENANCE – Performance Standards and Reporting Requirements. Contractor for Preventative Maintenance shall comply with the following standards and requirements:

(1) **Adequate Staffing**. Contractor shall provide an adequate number of trained personnel to adequately maintain the transit fleet. This includes qualified personnel to assist the mechanic and complete the required paperwork and documentation to show that the vehicles have been properly maintained.

(2) **Vehicle Records.** Contractor is responsible for maintaining vehicle records regarding Preventative Maintenance and for providing, at a minimum, a weekly report to the County, on the status of vehicle maintenance to assure compliance with federal and state regulations. The weekly maintenance report shall be in the County's standard form. The weekly report shall be submitted to the County on or before the Tuesday

following the report week.

(3) **Vehicle Maintenance/Service Records.** Contractor shall retain all vehicle service records and make them available to County on a weekly basis. Service Records shall be forwarded weekly with the weekly maintenance report. County is in the process of procuring a computerized maintenance system and will thereafter provide a computerized maintenance system for the purpose of maintaining vehicle maintenance records and reports necessary to comply with state and federal laws, rules and regulations pertaining to vehicle maintenance and repair. Contractor shall comply with all FTA and ODOT-PT reporting requirements for maintenance and repair.

(4) **Weekly Maintenance Report.** Contractor shall provide weekly vehicle maintenance reports and provide a summary or explanation as to the condition of all vehicles regarding preventative maintenance issues. These records should include vehicle identification number (VIN), dates, types of service, why the vehicle is not in service, date the vehicle is expected to be back in services, etc. Daily inspection reports shall be accessible to the County at all times.

(5) **Inspection Forms**. Contractor shall provide the County with daily vehicle inspection forms on a monthly basis by the 10th of the month following the report month. Completed daily inspection forms shall be accessible to the County at all times. County may inspect vehicles at any time and may bar a vehicle from service until problem(s) are corrected.

(6) **Reports Required within 24 Hours**.

a. Contractor shall promptly report in writing any vehicle problems to the County and the maintenance provider on a daily basis and not more than 24 hours after Contractor has notice of a problem. The County must be notified if a vehicle is pulled from service due to a defect, accident, or other circumstance that makes the vehicle unfit for use.

b. Contractor shall report all accidents, including minor fender benders or incidents of any kind to County within 1 hour of the accident. Contractor shall provide an accident report and a determination as to the condition of the vehicle, repairs, needed, estimated cost to complete the repairs, the plan for the vehicle repairs, and the Contractor's determination as to when the vehicle will be returned to service or whether the damage to the vehicle is so severe that the vehicle cannot be returned to service. The accident report shall be provided to the County no later than 24 hours from the time the accident occurred. The accident report shall be accompanied by all DMV and police reports as well as any internal investigatory reports

and passenger or witness reports, as soon as they are available.

(7) **ADA and Safety Equipment**. Contractor shall ensure that all accessibility equipment required by the ADA including wheelchair lifts, adequate number of securement devices and all standard safety equipment are well maintained and functional at all times. Contractor is required to have certified personnel complete the required lift maintenance.

(8) **Weekly Maintenance Report.** Contractor shall provide weekly vehicle maintenance reports and provide a summary or explanation as to the condition of all vehicles regarding preventative maintenance issues. These records should include vehicle identification number (VIN), dates, types of service, why the vehicle is not in service, date the vehicle is expected to be back in services, etc. Daily inspection reports shall be accessible to the County at all times.

(9) **Inspection of Records.** Contractor shall permit representatives from the United States Department of Transportation (USDOT), the Comptroller General of the United States, the State of Oregon, Secretary of State, Oregon Department of Transportation (ODOT) and representatives from County to inspect all books, documents, papers, records and accounts of Contractor, which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts, and transcripts. Contractor agrees to preserve, and to cause any subcontractor to preserve and make available, for a period of five years after the completion of this Contract and any subsequent Contracts, any and all financial, operations, administrative, and maintenance records pertaining to those Contracts. Contractor will be responsible for properly maintaining separate records and summaries for these services as deemed necessary by County.

(10) **Monthly Reports Due Date**. Contractor's monthly reports, along with an invoice for payment, are due by the 10th of the month following the report month.

D. LIQUIDATED DAMAGES.

Performance standards will be monitored by the County during the duration of the contract. For performance not delivered in accordance with standards as specified in the following table, the County will incur additional expense, loss of confidence by system users, negative publicity for the program, and other damages. For this reason, liquidated damages shall be assessed. The County shall have sole discretion in determining whether performance standards have been met or not met and in the assessing of liquidated damages. Unless otherwise noted, the County will assess liquidated damages within 30 days following the end of each month. All liquidated damages failing to meet performance standards shall be deducted from the Contractor's next submitted monthly invoice. The County shall have the right to impose liquidated damages not

otherwise assessed upon thirty (30) days written notice to the Contractor. Liquidated damages are elective, and County may seek actual damages in accordance with contract terms.

Category	Performance Standard	Liquidated Damages
Preventative Maintenance	Preventative maintenance must meet the manufacturer's specifications and/or the state's vehicle maintenance standards and FTA regulations.	$100 per incident per vehicle
Preventative Maintenance	Pre and Post Trip check information not reviewed or addressed.	$25 per vehicle per day
Dispatch Monthly reports	Rider data not complete or reflected in the dispatch system	$50 per incidence if less than 95% complete.
Operator Reports	Operator reports not complete or lacking required data. A minimum of 95% of driver sheets must be fully completed for any service provided.	$50 per incident if less than 95%
Missed Fixed Route Service	Any hour of fixed route service missed or delivered more than 15 minutes later or earlier than scheduled.	$100 per incident
Accessibility and Safety Equipment	Contractor shall ensure that all required accessibility equipment under the ADA including wheelchair lifts, adequate numbers of securement devices, and all standard safety equipment are well maintained and functional at all times.	$100 per incident
Repeat Substantiated Complaints	No repeat substantiated customer complaints on the same service issue.	$50 per incident
Demand Response Service	A minimum of 95% of demand response trips per month must be "on time" (+/- 10 minutes from scheduled time).	$50 per incident if less than 95%
Reporting Requirements	Contractor must report all incidents of vehicle or passenger accidents, road calls, and service interruptions within 1 hour of occurrence.	$50 per incident
Bus Appearance	Buses must not begin service without being cleaned to the standards in RFP. Body damage shall be repaired within 14 calendar days of accident.	$50 per incident per vehicle
Operator Training	Operators must receive required training in accordance with FTA regulations and the contract.	$50 per operator per day
Operator Appearance	Operators must be in full uniform, which includes proper identification, while in service.	$25 per incident
Preventative Maintenance Training	Mechanics and shop personnel must have the training and certification required by the contract	$50 per incident.
Data Requirements	Contractor must submit required reports as outlined in contract	$25 per each calendar day any data is late
Inappropriate Use of Vehicles	Contractor shall not use vehicle marked or signed with transit service markings for purposes other than transit service without the approval of County	$25 per incident

8. PERSONNEL.

Contractor shall be solely responsible for the provision, training and satisfactory work performance of all employees as needed, in accordance with the following:

A. **Payment of Wages and Benefits**. Contractor shall be solely responsible for payment of all employee and/or subcontractor wages and benefits. Without any additional expense to County, Contractor shall comply with the requirements of employee liability, Workers' Compensation, employment insurance, Social

Security, OSHA regulations, EPA laws, and all other applicable laws.

B. **Removal; Subcontracting; Hiring Senior Level Staff**. County shall have the right to demand removal from the Program, for reasonable cause, any personnel furnished by Contractor, provided that County shall make such request to Contractor in writing giving such reasons. Contractor shall obtain County's written consent prior to entering into any subcontract affecting or for providing transportation service, provided that procurement of supplies and materials do not require such prior written consent. The County shall be given an opportunity to participate in the hiring process for senior level staff. Senior level staff includes managers, supervisors, and other personnel that have decision-making /authority over operations.

C. **Alcohol & Drug Compliance.**

(1) Contractor shall be responsible for hiring, orientation and on-going training, supervision, and evaluation, and shall conduct alcohol and drug testing in compliance with Federal Transit Administration 49 CFR, Part 655. In accordance with FTA and ODOT laws, rules and regulations, County is required to monitor the Contractor's Alcohol and Drug program to assure compliance.

(2) The Contractor shall comply with Federal Transit Administration Drug and Alcohol Regulations, as amended, which are attached as Exhibit G to Exhibit 2. To meet these requirements Contractor shall utilize its own compliant Drug and Alcohol Program including a Third Party Administrator (TPA) program which will perform all the functions required under the FTA and ODOT regulations.

(3) County reserves the right to audit the drug and alcohol program documentation as required by FTA regulations. Contractor shall be required to complete any reporting requirements stipulated by ODOT-PT and FTA. Contractor shall report to the County yearly on or before January 10th for the prior calendar year, on its Drug and Alcohol program so that the County can complete its required reporting to FTA.

D. **Staffing.** Contractor must supply a sufficient number of qualified employees to perform all necessary tasks associated with the service. The Contractor shall be responsible for training employees and making sure that all policies and procedures are understood. If, during the term of the Contract, service hours are increased or decreased, Contractor shall be responsible for providing staffing for all such adjusted service hours. Contractor shall also ensure that:

(1) Operators are licensed in the State of Oregon to provide the service, and are at least twenty-one (21) years of age;

(2) Operators have current Commercial Drivers Licenses (CDLs) with passenger endorsement and air brake endorsement for the type of vehicle driven;

(3) Operators have passed a complete back ground check prior to employment;

(4) Operators will be required to wear uniforms that consist of shirts with the County transportation logo, and wear an identification card which has the operator's name and photo readily visible to the public;

(5) Operators must be well groomed and wear limited jewelry.

(6) Operators shall prominently display a photo identification card, in clear view, on their person at all times while performing services under this Agreement. Contractor shall pay for all photo identification cards.

E. **Labor Protection.** Contractor will comply with the regulations issued by the U.S. Department of Transportation and the Department of Labor pursuant to 49 U.S.C. 5333(b), as amended. Contractor will ensure that the employment conditions of the Contractor's employees, and employees of the transportation providers in its area remain the same or improve as a result of aid received under this Contract. Contractor shall provide immediately upon County's request employee data, such as employee positions and compensation, for use in complying with 49 U.S.C. 5333(b). Contractor shall be responsible for any 5333(b) employment obligations that arise within the scope of this Contract and with respect to individuals employed by Contractor. County will not indemnify Contractor for any 5333(b) claims.

F. **Additional Requirements for Vehicle Operators**. In addition to the above requirements, Contractor for Vehicle Operators shall also provide the following:

(1) **Operator Qualifications.** Contractor shall ensure that its operators meet the following minimum qualifications:

(2) **Operator Training.** Contractor shall provide operator training in at least the following areas:

a. Defensive driving including emergency situations;

b. Passenger sensitivity and customer service;

c. Basic knowledge of Americans with Disabilities Act responsibilities of operators;

d. Use of accessible equipment such as lifts, tie-downs, etc.;

e. All operators must complete and show proof of successful completion of a minimum of 20 hours cumulative training including: behind the wheel (defensive driving) training including classroom instruction; rider assistance training, drug and alcohol training; and emergency procedure training. Geographic familiarity may also be required;

f. All costs associated with employee training shall be the responsibility of Contractor. Contractor shall be responsible for ensuring that each operator is properly acquainted with the requirement of the services to be provided under the contract and his/her responsibilities as an operator;

g. All operator training must be completed before any given operator begins providing service unless an extension is approved by the County within the 30-day period. Contractor shall provide the County a schedule for refresher training every year on or before January 10th for the prior calendar year.

(3) **Criminal and Driver Background Checks.** Contractor shall conduct initial pre-employment back ground check evaluations that will include criminal and driver history checks. Thereafter, Contractor will conduct yearly driver history checks and criminal back ground checks in accordance with all applicable laws, rules, and regulations. The driver's records shall be obtained from the Oregon Department of Motor Vehicles. Contractor shall review such records to ensure compliance with following driving policies:

a. An operator may have no more than one moving violation for each year of the last three years (personal and commercial records inclusive).

b. If a driver's license has ever been suspended, the operator must have three full subsequent years with no violations;

c. If a driver's license has ever been revoked, the operator must have three subsequent years with no violations;

d. Under no circumstance may an applicant be accepted as an operator if (1) he or she has been convicted of a felony, and/or (2) has been convicted of a drug or alcohol offense in the past three years;

e. Contractor shall require that every operator inform his or her supervisor of every conviction for a moving traffic violation immediately after such conviction. Failure to provide proper disclosure is grounds for suspension or dismissal.

(4) **Other Qualifications**. All operators shall be in compliance with all applicable sections of the Oregon Vehicle Code, and ORS 267.237 (criminal records check); Fitness Determinations; Rules Regarding Dissemination; and ORS 807.010-807.620 (Driving Privileges and Identification Cards, Oregon Vehicle Code Requirements). County may conduct operator qualification spot audits through the Contractor's Representative at any reasonable time.

9. VEHICLES

A. **Vehicle Inventory**. Contractor is authorized to use County's transportation fleet for providing transportation services under this Contract. County's current transportation fleet is listed on Exhibit H of Exhibit 2. County's fleet is offered as-is without any warranties, implied or express, including, but not limited to warranties as to mechanical condition, ADA compliance, or otherwise. Contractor shall not use these vehicles for any purpose other than as expressed in this Contract. The County will obtain registration and vehicle licenses for all County owned vehicles provided under this Agreement.

B. **Condition upon Initial Delivery to Contractor**. County and Contractor agree that vehicles will be delivered to Contractor in safe and serviceable condition. Prior to acceptance of any vehicle for service, Contractor shall be responsible for inspecting said vehicle to determine whether it is in a safe and serviceable condition meeting generally accepted standards and practices of the public transportation industry and meeting all requirements of the state and federal government and all requirements contained in this Contract. In the event the inspection reveals defects in the vehicles, it shall be County's responsibility to have these items repaired at County's expense. All vehicle maintenance, repair and inspection records shall remain at the Columbia County Rider Transit Facility.

C. **Condition upon Re-Delivery to County.** Except for normal wear and tear, vehicles will be returned to County in the same condition as they were received by Contractor.

D. **Damage**. Should the vehicle damage sustained, be beyond the Contractor's ability to repair; it is Contractor's responsibility to have all physical damage to vehicles sustained while vehicles are in Contractor's possession, regardless of cause, delivered to a certified repair facility, within five (5) days of County's approval, if at all possible. All damage must be reported immediately to the County, who must also be kept updated regarding the status of the repairs. All damage will be covered under Contractor's insurance. The Contractor shall keep an accident repair log which will include all costs associated with repairs, including any deductible paid toward a repair.

E. **Totaled Vehicles**. County vehicles that are considered totaled will be subject to an independent loss evaluation. Contractor shall have thirty (30) days from the date of

the evaluation to remit the remaining cost of the vehicle to the County. After thirty (30) days the cost of the vehicle will be deducted from the Contractor's payment for services.

F. **Vehicle Markings.** Any required changes to existing vehicle paint schemes or markings shall be the responsibility of County. Contractor shall not make any changes in vehicle paint schemes or add markings without the approval of the County. The mark "CC Rider" and all goodwill associated therewith are owned by the County. Contractor agrees that it shall not contest the validity of the mark or the County's rights to the mark. Contractor's use of the mark shall be subject to the control and prior approval of the County and cannot be used in any way without pre-approval of the County.

G. **Other Transportation Operations.** Contractor will not engage in Charter Bus operations with County-owned vehicles, as defined by 49 CFR Part 64, Charter Services. Contractor will not engage in subscription service without prior approval of the County.

H. **Compliance with Other Federal Requirements.** Contractor shall comply with other applicable federal requirements, and hereby gives the applicable assurances and certifications, as are required by the Master Agreement signed by ODOT as a consideration of obtaining FTA funds, a summary of which are contained in Exhibit F of Exhibit 2, Federal Requirements. Contractor agrees to sign any additional documents as may be required by ODOT as a condition of receiving FTA funds.

10. BILLING AND AUDITING

A. **Billing/Payment.** Contractor shall submit a detailed invoice to County on a monthly basis. Contingent upon preliminary verification of the invoice, County will pay Contractor within thirty (30) days from the date of submission. The County will notify Contractor within 10 business days of receipt of an invoice if any amounts are disputed or not supported with proper documentation.

County may at any time conduct an audit of any and/or all records kept by Contractor for these services. Any overpayment uncovered in such an audit may be charged against Contractor's future invoices. Any underpayment uncovered in such an audit may be billed to County in future invoices. County will withhold payment for services which failed to meet service specifications or are otherwise questionable.

B. **Audits and Examinations.** Upon County's request, contractor agrees to authorize an annual, independent financial audit or review to be performed by individuals licensed as certified public accountants by the Oregon Board of Accountancy, and who are independent of the Contractor's management. The following steps may be requested to be taken as part of the annual audit or examination of Contractor's activities:

(1) The audit/review report should contain a statement of all receipts and disbursements and such report shall further identify all relevant funding sources, including program income, and identify all other documents, books or records which support the final fiscal report.

(2) The audit/review shall cover the Contractor's fiscal year and any other period during which the Contractor provided services pursuant to the terms of this Agreement.

(3) The Contractor's auditor shall submit the audit directly to the County not later than ninety (90) days following the end of the Contractor's fiscal year.

(4) County shall procure and pay for all audit/review costs.

11. USE OF COUNTY FACILITIES.

A. **Facilities**. The Columbia County transit facility is located at 1155 Deer Island Road, St. Helens, Oregon, and includes a central transit center, office building, fleet parking, and maintenance building ("St. Helens Transit Center"). The St. Helens Transit Center is available for Contractor's use in performing the services under this contract. Dispatch and scheduling services are operated from the St. Helens Transit Center. The County's transit facility in Rainier is also available for Contractor's use.

B. **Utilities, Services and Supplies**. Contractor will contribute to its share of utilities, janitorial services, supplies, and equipment for its use of County transit facilities.

C. **Contractor Property**. The County shall not be responsible for any loss or damage of Contractor's property or equipment on County property.

12. INCLEMENT WEATHER POLICY.

Contractor will provide service during periods of snow and other adverse travel conditions following County procedures to ensure safe transportation for riders. During periods of inclement weather, Contractor shall ensure that there is adequate staff available to provide service appropriate to the conditions and assure that sufficient transportation management and support staff are on-site to assist operators, apply tire chains to vehicles when necessary, adjust vehicle operating guidelines to accommodate hazardous road and weather conditions, and, provide standby operators per County authorization.

When weather and road conditions make traveling hazardous, the County may choose to operate at a reduced level of service, or may cancel service. The level of service, portion of service area affected and time frame for applying the service reduction will vary, depending on the severity of hazardous traveling conditions and other factors. The Contractor shall assure a

high level of employee attendance during bad weather. During inclement weather the County will determine the service level of each day and notify operations management. The Contractor will provide an inclement weather policy and subsequent procedures to the County. Contractor will make every effort to proactively deal with any anticipated inclement weather prior to the inclement weather event.

As needed, and in accordance with ORS 815.165, Preventative Maintenance Contractor shall install studded tires by November 5th and shall remove them by March 31st in each year. Dispatch Contractor will work with the County to provide notification to riders through various media (radio, television, etc.), to minimize the effects of weather related service interruptions.

13. COUNTY TRANSPORTATION SERVICE EXPANSION.

As County's transportation system continues to evolve, there may be additional services, equipment or other details to accommodate. It is the intent of the Parties that these changes and/or additions be handled through frequent communication, with the goal of providing the best possible service to County riders. These issues will be negotiated and documented through letters, memoranda of understanding, or if necessary, amendments to this Contract.

14. TIME OF ESSENCE

Time is of the essence in this Contract. Contractor's failure to deliver services and meet performance standards on time will be considered a material breach of the Contract.

15. INSURANCE

Contractor shall procure and maintain, at Contractor's sole expense, at all times during the duration of this Contract, the following kinds and forms of insurance:

A. Commercial General Liability Insurance.

Contractor shall provide and maintain at all times during the Term of the Contract Commercial General Liability Insurance including Garage Keepers Liability coverage that is acceptable to the State of Oregon, and the County in the amount of $3,000,000 per occurrence and $3,000,000 in the aggregate. "Claims Made" coverage will not be acceptable. Contractor shall name Columbia County, its officers, agents, and employees as additional insureds. Contractor shall also name the State of Oregon, Oregon Department of Transportation, Public Transit Division as an additional insured. Contractor will be required to provide a certificate of insurance prior to commencement of the work under the Contract. An additional insured endorsement shall be required. Contractor shall also insure its property, such as equipment and tools. The County shall not be responsible for any loss or damage to Contractor's property.

B. Vehicle Liability Coverage.

Contractor shall provide and maintain at all times during the Term of the Contract

automobile liability insurance in the amount of $5,000,000 per occurrence, insuring bodily injury, death or damage to property relating to the use, loading or unloading of any of the County's vehicles (including owned, hired, and non-owned vehicles). This insurance must include personal injury protection and uninsured motorist protection as required by ORS Chapter 806. Contractor shall name Columbia County, its officers, agents, and employees as additional insureds. Contractor shall also name the State of Oregon, Oregon Department of Transportation, Public Transit Division as an additional insured. Contractor will be required to provide a certificate of insurance prior to commencement of the work under the Contract. An additional insured endorsement shall be required.

C. Collision and Comprehensive. For the term of the Contract, and beyond normal wear and tear that would be typical to the use of such vehicles, Contractor shall be responsible for the physical damage of the County's vehicles that are under the Contractor's care, custody or control. The Contractor agrees to settle any such claim based on the actual cash value of the vehicle at the time of loss.

D. Workers' Compensation Insurance.

Contractor shall provide and maintain at all times during the Term of the Contract Workers' Compensation coverage for all employees in accordance with all requirements of Oregon law. Contractor shall also maintain employers' liability coverage in an amount acceptable to the County.

E. Certificates of Insurance.

During the Term of the Contract Contractor shall provide County with updated Certificates of Insurance evidencing the required coverages. Contractor shall also provide the following:

(1) Minimum thirty days' written notice of policy or coverage cancellation, or material alteration or reduction in coverages or coverage limits.

(2) Endorsements that evidence that Contractor's insurance carrier(s) shall be liable for the full amount of any loss or claim for which Contractor is liable, up to and including the total limit of liability, without right of contribution from any other insurance which may be in effect for the benefit of County.

F. Other Requirements.

(1) The insurance policies shall be written by an insurance company or companies authorized to conduct business in the State of Oregon and acceptable to County. All insurance carriers shall carry an A.M. Best Rating of "A-" or better.

(2) Any liability arising on behalf of Contractor with regard to this Contract is not limited by the insurance requirements listed above.

(3) Contractor shall notify law enforcement officers and the County of any missing, vandalized or stolen vehicles or equipment immediately upon discovery.

16. INDEMNIFICATION.

Contractor shall indemnify, defend, save and hold harmless County and its officers, agents and employees, the State of Oregon, Oregon Transportation Commission and its members, and Department of Transportation 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 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, respectively, 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. By execution of this Contract, Contractor acknowledges and agrees that it has read and understands the provisions hereof and that this paragraph is a material element of consideration.

Approval of the insurance contracts does not relieve Contractor or subcontractors from liability under this paragraph, including but not limited to the duty to indemnify County set forth herein.

17. PERFORMANCE BOND.

Contractor shall procure, at its own expense, and keep in effect at all times during the term of this Contract, a surety bond equivalent to 25% of the cost of the first twelve months of service in favor of Columbia County and executed by a corporate surety authorized to conduct business as a surety in the State of Oregon.

18. TERMINATION OF CONTRACT.

A. County may terminate this Contract for convenience at any time by giving Contractor thirty days' written notice thereof. Notice of termination shall be given by certified mail or in person. Upon termination, County shall pay Contractor its allowable expenses incurred to date of termination and those expenses deemed necessary by County to

effect termination. Contractor may terminate this Contract for convenience at any time by giving not less than 180 days' written notice thereof. Notice of termination shall be given by certified mail or in person.

B. County reserves the right to terminate this Contract immediately for any breach of this Contract by Contractor which endangers, or would endanger, in the opinion of the County, the public health, safety, or welfare, or which jeopardizes, or would jeopardize, in the opinion of the County, County's financial condition, upon delivery by certified mail or in person of written notice of termination to Contractor.

19. CONTRACTOR DEFAULT.

Pursuant to OAR 125-247-0260(d), upon Contractor's failure to perform the scope of work or to meet the performance standards established by the Contract, the County reserves the right to:

A. Reduce or withhold payment under the Contract for actual damages suffered by the County, including direct, indirect and consequential damages due to Contractor's breach of contract. Actual damages include lost grant revenue caused by Contractor's failure to meet performance standards or other breach of contract. Any actual damages suffered by the County shall be deducted from amounts due and owing Contractor. The County shall note any such deduction on a monthly invoice upon payment to Contractor. Any damages due and not deducted from amounts due to Contractor shall be paid directly to County within 30 days of demand. The County may elect to apply Liquidated Damages as described above for Contractor's failure to meet specific standards.

B. Require the contractor to perform, at the Contractor's expense, any additional work necessary to perform the Program services.

C. Declare a default of the Contract, to immediately terminate the Contract and to seek damages and other relief available under this Contract and all applicable law.

20. CONTRACTOR'S WAIVER OF COMPETITION CLAIMS.

Contractor understands that the award of contract and subsequent rendition of the service called for by these documents shall in no manner be construed so as to place Contractor in a position to be entitled to the benefits afforded to private transit operations under Section 3(e) of the Federal Transit Administration Act of 1964 (49 U.S.C., Section 1602(e) or any other comparable provision of federal or state law (or under any regulations promulgated thereunder), as they now exist or hereinafter may be amended. Contractor hereby waives any right it otherwise might have to assert any claim or claims under said provisions of law or that may be based upon principles of unfair competition.

21. WAIVER OF CONDITIONS.

The waiver of any provision, term, or condition in this Contract by County on any particular occasion shall not constitute a general waiver of said provision, term or condition, nor a release from Contractor's obligation to otherwise perform or observe such condition or any other term or condition of the Contract.

22. SEVERABILITY.

In the event any provision of the Contract is for any reason declared or determined to be unlawful, invalid, or unconstitutional by any court or authority of competent jurisdiction, such declaration shall not affect, in any manner, the legality or validity of the remaining provisions of the Contract and each provision of the Contract will be and is deemed to be separate and severable from each other provision.

23. COMPLIANCE WITH LAWS, CODES AND STANDARDS.

Contractor warrants and covenants that it shall fully and completely comply with all applicable Federal, State and local laws, codes, standards and ordinances, and all lawful orders, rules and regulations issued by any authority with jurisdiction in all aspects of its performance of this Contract.

24. PERMITS TO OPERATE.

At its sole cost and expense, Contractor shall obtain any and all permits, licenses, certificates, or entitlement to operate as are now or hereafter required by any agency, specifically including the Oregon Department of Transportation, and local building, planning and business license departments, to enable Contractor to perform this Contract, and shall provide copies of all such entitlement to County when received by Contractor. Contractor is liable for any and all taxes due as a result of this Contract.

25. NON-PERFORMANCE/FORCE MAJEURE.

Neither party will be held responsible for delay or failure to perform the requirements of this Contract when such delay or failure is due to fire, flood, epidemic, strikes, acts of God, and unusually severe weather, legal acts of public authorities or delays or defaults which cannot reasonably be foreseen or provided against.

26. INDEPENDENT CONTRACTOR.

Contractor is engaged hereby as an independent contractor and shall not be considered an employee, agent, partner or representative of County for any purpose whatsoever. County does not have the right of direction or control of the manner in which Contractor delivers services under this Contract and does not exercise any control over the activities of the Contractor, except the services must be performed in a manner that is consistent with the terms of this Contract. County shall have no obligation with respect to Contractor’s debts or any other liabilities of Contractor.

Except as otherwise provided herein, 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 Contract.

B. This Contract 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 Contract 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. 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 Contract. If the Contractor has the assistance of other persons in the performance of the Contract, the Contractor shall qualify and remain qualified for the term of this Contract as a carrier-insured or self-insured employer under ORS 656.407. If the Contractor performs this Contract 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.

27. STATUTORY PROVISIONS.

Pursuant to the requirements of ORS 279B.220 through 279B.235 and Article XI, Section 10 of the Oregon Constitution, the following terms and conditions are made a part of this Contract:

A. Contractor shall:

(1) Make payment promptly, as due, to all persons supplying to Contractor labor or material for the prosecution of the work provided for in this Contract.

(2) Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or any subcontractor incurred in the performance of this Contract.

(3) Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.

(4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

B. 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. Contractor shall pay persons employed under this Agreement at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1)(b)(B) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.

C. Any employer working under this Agreement shall give notice in writing to employees who work on this Agreement, either at the time of hire or before commencement of work 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 the employees may be required to work.

D. All subject employers working under this Contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

E. This Contract 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.

28. NON-DISCRIMINATION.

A. Minority, Women or Emerging Small Business Enterprise/Veterans. 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 any minority, women or emerging small business enterprise certified under ORS 200.055, or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225 in obtaining any required subcontract.

B. Equal Opportunity. Contractor will at all times abide by the equal opportunity provisions of the Civil Rights Act of 1964, as amended.

C. Americans with Disabilities Act. Contractor must abide by the Americans with Disabilities Act laws and regulations.

D. Fair Employment Practices. Contractor shall perform no services pursuant to this Contract, nor be entitled to compensation therefore, unless and until Contractor submits a properly executed statement of Fair Employment Practices.

E. **Non-Discrimination in Service.** Contractor shall not discriminate, nor allow any of its officers, employees, or agents to discriminate against any rider or patron because of race, religion, gender, sexual orientation, disability, age, national origin, ethnicity, or ancestry.

F. **Notice of Discrimination Complaint.** Contractor shall notify County of any discrimination complaints.

G. **Conformance.** Contractor shall, at its sole cost and expense, conform to any final orders issued by any State or Federal agency with jurisdiction to correct Contractor discrimination in employment and /or ridership and shall fully save harmless and indemnify County in this regard.

29. HIGHEST STANDARDS.

The Contractor will be required to meet the highest standards prevalent in the industry or business most closely involved in providing the Program services.

30. CONFIDENTIALITY OF RIDER INFORMATION.

Any and all information regarding any individual person served by Contractor is strictly confidential. Information shall not be released to any party in any form without the authorization of the individual and/or County.

31. SAFETY.

All practices, materials, supplies and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent federal, state and/or local safety or environmental codes.

32. SUBLETTING OF CONTRACT.

Contractor shall not enter into any subcontracts for the services to be provided under this Contract, except with the prior written approval of the County. No such consent shall be construed as making County a party to such subcontract, nor subjecting County to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve Contractor of its liability and obligation under this Contract, and all transactions with County must be through Contractor.

33. ASSIGNMENT/TRANSFERS OF INTEREST.

There shall be no assignment, transfer of interest or delegation of Contractor's rights, duties or responsibilities, and Contractor shall not subcontract the delivery of the Program services without prior written approval of the County.

34. REGULATORY REQUIREMENTS.

Contractor shall comply with all federal, state and local licensing and/or regulatory requirements (including permits - OSHA, DOT, EPA,) for the provision of elderly and disabled and public transportation services. Contractor shall be bound by the same terms and conditions of applicable federal and state regulations, as supplementary provisions of this Contract, as are imposed on County for the proper administration of this Contract and under federal funding requirements.

35. INTEREST OF ELECTED OFFICIALS.

No member of or delegate to the Congress to the United States, or other elected local, state or federal official, shall be admitted to any share or part of this Contract or to any benefit arising therefrom.

36. PUBLICATION, REPRODUCTION AND USE OF MATERIAL.

No custom material produced in whole or in part under the Contract shall be subject to copyright or patent in the United States or in any country. County and the FTA shall have the authority to publish, disclose, distribute and otherwise use, in whole or in part, any custom materials prepared under the Contract. 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.

37. CHOICE OF LAW.

This Contract shall be governed by the laws of the State of Oregon.

38. VENUE.

Venue relating to this Contract shall be exclusively in the Circuit Court of the State of Oregon for Columbia County.

39. MEDIATION.

In the event of a dispute between the parties arising out of or relating to this Contract, 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.

40. ATTORNEY'S FEES.

If there is a legal action to enforce this Agreement, each party is responsible for its own costs and fees, including attorney's fees. No party is entitled to recover attorney's fees from the other party, including any fees and costs incurred in an appeal.

41. ENTIRE AGREEMENT.

THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS CONTRACT 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 CONTRACT. CONTRACTOR, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE(S) BELOW, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS CONTRACT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

IN WITNESS WHEREOF, County and Contractor have executed this Contract to become effective to July 1, 2016.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____
Anthony Hyde, Chair

By: _____
Henry Heimuller, Commissioner

By: _____
Earl Fisher, Commissioner

Date:_____

MTR WESTERN

By:_____
Jeremy Butzlaff, COO

Date: _____

Approved as to form:

By:_____
Office of County Counsel