BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON

Wednesday, October 12, 2016
10:00 a.m. - Room 308

BOARD MEETING AGENDA

CALL TO ORDER/FLAG SALUTE

MINUTES:

- Minutes, October 5, 2016 Board meeting;
- Minutes, October 5, 2016 Staff meeting.

VISITOR COMMENTS - 5 MINUTE LIMIT

MATTERS:

1) 12:00 pm - Meeting with Parks Advisory Committee

CONSENT AGENDA:

(A) Ratify the Select to Pay for week of 10/10/16.

(B) Resolution No. 57-2016, "In the Matter Of Approving Local Criteria For Extended Enterprise Zone Benefits For the South Columbia County Enterprise Zone And The Lower Columbia Maritime Enterprise Zone".

(C) Approve the 2014 Foreclosure Deed and authorize Chair to sign.

(D) Purchase Order for Category E Bus from Creative Bus Sales for CC Rider and authorize Michael Ray to sign.

AGREEMENTS/CONTRACTS/AMENDMENTS:

(E) Personal Services Contract with Piper Jaffray & CO for Municipal Advisory Services.

(F) Quitclaim Deed - Scott Sylvester and Roman Novokhatniy Lot 5, Block 23, Columbia Acres No. 3, in the City of Scappoose, Columbia County, Oregon and authorize Chair to sign.

(G) Quitclaim Deed - David Allan Babad, Trustee of the David Allan Babad Living Trust Lots 30, 24, 25, 26, 27, 28 and 29, Block 12, Columbia Acres No. 2, in the City of Scappoose, Columbia County, Oregon and authorize Chair to sign.

(H) Quitclaim Deed - Brian Rosenthal, Trustee of the Rosenthal Revocable Living Trust Lots 18, 19, 20 and 21, Block 12, Columbia Acres No. 2, in the City of Scappoose, Columbia County, Oregon and authorize Chair to sign.

(I) Quitclaim Deed - Ray Vanderwall Lots 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 24, Block 11, Columbia Acres No. 2; Lot 2, Block 10, Columbia Acres No. 2; Lots 14 and 15, Block 20, Columbia Acres No. 3; and Lots 10, 11, and 12, Block 19, Columbia Acres No. 3, in the City of Scappoose, Columbia County, Oregon and authorize Chair to sign.

(J) Quitclaim Deed - Santos A. Gomez Lots 12, 13, 14, 15, 16, 17, Block 14, Columbia Acres No. 2; and Lots 8, 9, 11, Block 20, Columbia Acres No. 3, in the City of Scappoose, Columbia County, Oregon and authorize Chair to sign.

(K) Termination Notice for Portland Metropolitan Area Transportation (PMAT) Cooperative Intergovernmental Agreement for Equipment and Services and authorize Chair to sign.

(L) Agreement #31454 with Oregon Department of Transportation for the Replacement of Two Vehicles for CC Rider.

DISCUSSION ITEMS:

COMMISSIONER HYDE COMMENTS:

COMMISSIONER HEIMULLER COMMENTS:

COMMISSIONER FISHER COMMENTS:

EXECUTIVE SESSION:

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR COLUMBIA COUNTY, OREGON

In The Matter Of Approving Local Criteria	)	
For Extended Enterprise Zone Benefits For	)	Resolution No. 57-2016
The South Columbia County Enterprise Zone And	)	
The Lower Columbia Maritime Enterprise Zone	)	

WHEREAS, Oregon Enterprise Zones are authorized by the State of Oregon to provide economic incentives through short term property tax relieve to businesses and industries providing capital investments resulting in job growth primarily for local residents; and

WHEREAS, there are two separate and distinct Enterprise Zones created within Columbia County, one of which includes a portion of Clatsop County; and

WHEREAS, the Lower Columbia Maritime Enterprise Zone has five (5) co-sponsors comprised of the City of Rainier, the City of Clatskanie, the Port of St. Helens, Columbia County and Clatsop County; and

WHEREAS, the South Columbia County Enterprise Zone has six (6) co-sponsors, comprised of the City of Scappoose, the City of St. Helens, the City of Columbia City, the City of Vernonia, the Port of St. Helens and Columbia County; and

WHEREAS, the Executive Director of the Columbia County Economic Team is designated as the Enterprise Zone Manager for both Enterprise Zones; and

WHEREAS, that the Board of the Columbia County Economic Team approves and recommends that the Enterprise Zone co-sponsors approve the criteria for extended benefits;

NOW, THEREFORE, IT IS HEREBY RESOLVED, that subject to review and approval by the Board of Commissioners of all extended enterprise zone agreements, the following criteria may generally be applied to applications from companies seeking extended enterprise zone benefits :

- During the period of Enterprise Zone Benefits applicant companies agree to pay average wage rate of one-hundred and fifty percent (150%) of the County's most current average wage rate as approved by the State of Oregon; and
- Companies agree to remit ten percent (10%) of the abatement in betterment for economic development within Columbia County; and
- Companies agree to enter into First Source Hiring Agreement with local employment agencies to hire qualified Columbia County residents.

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

Columbia County
230 Strand Street
St. Helens, OR 97051

PURCHASE ORDER
No. 1700000096

VENDOR:

Creative Bus Sales
7197 S. Tull Rd

Canby, OR 97013

SHIP TO:

1155 Deer Island Road

St Helens, OR 97051-

BILL TO:

COLUMBIA COUNTY
Accounting Dept, Courthouse
230 Strand Street
Saint Helens, OR 97051-

Reprint

VENDOR NO.	VENDOR PHONE NUMBER	TERMS	DATE	REQUIRED DELIVERY DATE
CREATIVE		0	10/03/2016	

SHIPPING INSTRUCTIONS
(none)

ITEM	QTY	U/M	DESCRIPTION/TASK	PRD CODE	ACCOUNT	UNIT PRICE	AMOUNT
1	0.00		2017 Ford Transit Van Gasolin		216-01-00-5010	72,645.00	72,645.00

SUBTOTAL:	72,645.00
TAX:	0.00
SHIPPING:	0.00
TOTAL:	72,645.00

TAXABLE: No
CONFIRMING:

Authorized Signature

Date

IMPORTANT: OUR ORDER NUMBER MUST APPEAR ON EVERY INVOICE AND PACKAGE

Terms: Net 30. All County POs contain additional TERMS and CONDITIONS which are part of the purchasing agreeement. PO numbers MUST appear on all invoices, packing slips, packages, correspondence and credits.

COLUMBIA COUNTY, OREGON

EXHIBIT A

Columbia County Courthouse
230 Strand Street
St.Helens, OR 97051
Finance Department: Ph. 503-397-0060; Fax. 503-397-5153

STANDARD TERMS AND CONDITIONS

By agreeing to provide the goods or services described on the attached purchase order, Contractor agrees to the following:

1. Contractor shall make payment promptly, as due, to all persons supplying to the Contractor, labor or material for the performance of the work provided for in the contract.
2. Contractor shall pay all contributions or amounts due the Industrial Accident Fund from the Contractor or subcontractor incurred in the performance of the contract.
3. Contractor shall not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
4. Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
5. For contracts for lawn and landscape maintenance, Contractor shall salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost effective.
6. 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 or injury, to the employees of Contractor, of all sums that the Contractor agrees to pay for the services and all moneys and sums that the Contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.
7. All subject employers working under this Contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.26.
8. No person may be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, the employee shall be paid at least time and a half pay; a)(A) For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or (B) For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and b) For all work performed on Saturday and on any legal holiday specified in ORS 279B.020. For contracts for services, persons employees under the contract shall receive at least time and a half for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.0209(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. An employer shall give notice in writing to employees who work on a contract for services, 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 per week that the employees may be required to work. This condition does not apply to public contracts with financial institutions as defined in ORS 706.008; or for public contracts for good or personal property.
9. Contractor agrees not to discriminate against any minority, women or emerging small business enterprise or against a business enterprise that is owned or controlled by or that employs a disabled veteran in obtaining a required subcontract.

K. Strauch

Creative Bus Sales
7197 S. Tull Rd.
Canby, Oregon 97013

6-29-16

"This Purchase is placed against State of Oregon Solicitation # 102-2041-14 and Price Agreement #: 4757. The Contract terms and conditions and special Contract terms and Conditions (T's & C's) contained in the Price Agreement are
hereby incorporated by reference and shall apply to this purchase and shall take precedence over all other conflicting T's & C's express or implied." (ORCPP Participation Agreement 2.2c).

Columbia County Transit/CC Rider

ODOT PUBLIC TRANSIT GRANT PURCHASE ORDER

P.O. # 1700000096

SHOW THIS NUMBER ON ALL PAPERS AND SHIPMENTS PERTAINING TO THIS ORDER

NAME OF ORDERING AGENCY	PO DATE	DELIVERY DATE	VENDOR CONTRACT NUMBER
Columbia County	10/06/2016	02/2017	

VENDOR NAME AND ADDRESS
Creative Bus Sales
7197 S Tull Road
Canby OR 97013

BILL TO NAME AND ADDRESS
Columbia County Transit
230 Strand Street
St Helens, Oregon 97051

VENDOR CONTACT PERSON NAME AND PHONE
Kimberly Stanchfield, (503) 266-0195, Cell (503) 709-9665

AGENCY CONTACT PERSON NAME AND PHONE
Michael Ray/503-366-8505

SHIP TO
Columbia County Transit
1155 Deer Island Road
St Helens, Oregon 97051

ODOT/PTD GRANT AGREEMENT NUMBER
30412

TERMS
30

COMMENT
Subject to Columbia Co. Standard Terms and Conditions

ITEM NO.	CATEGORY	SUB-CATEGORY	DESCRIPTION	TOTAL SEATS	TOTAL ADA STATIONS	TOTAL SEATS W / ADA DEPLOYED	QTY	VEHICLE BASE PRICE	VEHICLE OPTIONS TOTAL	TOTAL COST
1	E-2		2017 Ford Transit E350 High Roof, Extendec	9	3	2	1	$39,950.00	$32,695.00	$72,645
										$0
										$0
										$0
										$0
										$0
										$0
										$0
										$0
										$0
										$0
										$0
										$0
										$0
										$0
										$0
										$0
										$0
						TOTAL VEHICLES	1		GRAND TOTAL	$72,645

2.7.3 Mandatory purchase order language.

This purchase is submitted pursuant to State of Oregon Solicitation No. **102-2041-14** and Price Agreement No. **0**. The price agreement including contract terms and conditions contained in the price agreement are hereby incorporated by reference and shall apply to this purchase and shall take precedence over all other conflicting terms and conditions, expressed or implied. Visit the ODOT-RPTD Web site, www.oregon.gov/odot/pt, to access ORPIN

AUTHORIZED AGENT PRINT NAME	AUTHORIZED AGENT SIGNATURE	SIGNATURE DATE
Michael Ray	X Michael Ray	10/06/2016

STANDARD TERMS AND CONDITIONS -— STATE OF OREGON -— CONTRACTS FOR THE PURCHASE OF SUPPLIES AND/OR SERVICES

1. DEFINITIONS: “Contract’ means the entire written agreement between the parties, including but not limited to the Invitation to Bid or Request for Proposal and its specifications, terms and conditions; solicitation instructions; solicitation addenda and contract amendments, if any; the purchase order or price agreement document.

“Contractor” means a person or organization with which the State of Oregon has contracted for the purchase of goods the terms “Contractor” and “Seller” as used in the Uniform Commercial Code (ORS chapter 72) are synonymous; “ORS’ means the Oregon Revised Statutes;

“State” means the state agency making the purchase and is synonymous with “Buyer” as used in ORS chapter 12. “State” also means an ORCPP member if the purchase is being made under the State’s cooperative purchasing program authorized by ORS 190.240.

2. WORKERS’ COMPENSATION: The Contractor, its subcontractor, if any, and all employers providing work, labor or materials under this Contract are subject employers under the Oregon Workers’ Compensation Law and shall comply with ORS 656017, which requires them to provide Oregon workers’ compensation coverage that satisfies Oregon law for all their subject workers.

3. STANDARD AND SPECIAL TERMS AND CONDITIONS: The terms and conditions printed on this page are standard to State of Oregon contracts for the purchase of goods. There may also be special terms and conditions in an Invitation to Bid or Request for Proposal which apply only to this contract.

4. DELIVERY: All deliveries shall be F.O.B destination with all transportation and handling charges paid by Contractor, unless specified otherwise in the solicitation documents. Responsibility and liability for loss or damage shall remain with Contractor until final inspection and acceptance when responsibility shall pass to the State except as to latent defects, fraud and Contractor’s warranty obligations.

5. INSPECTIONS: Goods furnished under this contract shall be subject to inspection and test by the State at times and place determined by the State. If the State finds goods furnished to be incomplete or not in compliance with solicitation specifications, the State may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price, whichever is equitable under the circumstances. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by the State, the State may reject the goods and cancel the contract in whole or in part. Nothing in this paragraph shall in any way affect or limit the State’s rights as buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.

6. WARRANTIES: Unless otherwise stated, all goods shall be new and current model and shall carry full manufacturer warranties. Contractor warrants all goods delivered to be free from defects in labor, material and manufacture and to be in compliance with solicitation specifications. All implied and expressed warranty provisions of the Uniform Commercial Code (ORS chapter 72) are incorporated in this contract. All warranties shall run to the State.

7. CASH DISCOUNT: If the State is entitled to a cash discount, the period of computation shall commence on the date the entire order is delivered or the date the invoice is received, whichever is later.

8. PAYMENT: Payment for completion of State contracts is normally made within 30 days following the date the entire order is delivered or the date the invoice is received, whichever is later. After 45days, Contractor may assess overdue account charges up to a maximum rate of two-thirds of one percent per month (8% APR) on the outstanding balance (ORS 293.462).

9. TERMINATION: This contract may be terminated by mutual consent of both parties or by the State at its discretion. The State may cancel an order for goods at any time with written notice to Contractor, stating the extent and effective date of termination. Upon receipt of this written notice, Contractor shall stop performance under this contract as directed by the State. If this contract is so terminated, Contractor shall be paid in accordance with the terms of the contract for goods delivered and accepted if Contractor’s damages arising out of return of the goods cannot be mitigated by the resale as provided in the Uniform Commercial Code (ORS 72.7060).

10. FORCE MAJEURE: Neither party to this contract shall be held responsible for delay or default caused by fire, riot, acts of God and/or war, which is beyond the party’s reasonable control. The State may terminate this contract upon written notice after determining such delay or default will reasonably prevent successful performance of this contract.

11. BREACH OF CONTRACT: Should Contractor breach any of the provisions of this contract, the State reserves the right to cancel this contract upon written notice to Contractor. Contractor shall be liable for any and all damages suffered by the State as the result of Contractor’s breach of contract including but not limited to incidental and consequential damages, as provided in ORS 72.7110 to 72.7170 in the event of repeated breach of public and/or private contracts, Contractor shall be subject to disqualification on State of contracts, as provided in ORS chapter 279 and OAR chapter 137.

12. HOLD HARMLESS: Contractor shall indemnify, defend and hold harmless the State and its divisions, officers, employees, agents and members, from all claims, suits or actions of any nature arising out of or related to the activities of Contractor, its officers, subcontractors, agents or employees under this contract.

13. ACCESS TO RECORDS: The Contractor shall maintain all fiscal records relating to this contract In accordance with generally accepted accounting principle and shall maintain any other records relating to this contract in such a manner as to clearly document Contractor’s performance hereunder. The State and its agencies, the Secretary of State Audits Division, the federal government and their duly authorized representatives shall have access to such fiscal records and to all other books, documents, papers, plans and writings of Contractor which relate to this contract, to perform examination, and audits and make excerpts and transcripts.

14. AMENDMENTS: The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the State.

15. SEVERABILITY: If any provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with the law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as of the contract did not contain the particular provision held invalid.

16. WAIVER: Failure of the State to enforce any provision of this contract shall not be a waiver or relinquishment by the State of its right to such performance in the future nor of the right to enforce any other provisions of this contract.

17. GOVERNING LAW; JURISDICTION, VENUE: This contract shall be governed and construed in accordance with the laws of the State of Oregon, without resort to any jurisdiction’s conflict of laws rules or doctrines. Any claim, action, suit, or proceeding (collectively, “the claim”) between the State (and/or any other agency or department of the State of Oregon) and the contractor that arises from or relates to this contract shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon. Provided, however, if the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Contractor hereby consents to the in personam jurisdiction of said courts.

18. ASSIGNMENT/SUBCONTRACT/SUCCESSORS: Contractor shall not assign, sell, transfer, or subcontract rights or delegate responsibilities under this contract in whole or in part, without the prior written approval of this State. No such written approval shall relieve Contractor of any obligations of this contract, and any transferee or subcontractor shall be considered the agent of Contractor. Contractor shall remain liable to the State under the contract as if no such assignment, transfer, or subcontract had occurred. The provisions of this contract shall be binding upon and shall inure to the benefit of the parties to the contract and their respective successors and assigns.

19. COMPLIANCE WITH APPLICABLE LAWS: Contractor shall comply with all federal, state and local laws, codes, regulations and ordinances applicable to the provision of goods under this contract, including, without limitation, the provisions of ORS 279C.505, 279C.515, and 279B.235, as set forth below and the provisions of: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 (Pub L No 101- 336). ORS 659.425, and all amendments of and regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

20. PAYMENTS REQUIRED By ORS 279C.505 AND 279B.220: For all goods provided under this contract, Contractor shall (i) pay promptly, as due, all persons supplying labor or material; (ii) pay all contributions or amounts due the industrial Accident Fund from the contractor or any subcontractor; (iii) not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof; and (iv) pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

21. STATE PAYMENT OF CONTRACTOR CLAIMS: If Contractor fails, neglects or refuses to pay promptly is due, any claim for labor or services furnished to the Contractor or any subcontractor by any person in connection with the goods provided under this contract, the State may pay such claim and charge the amount of the payment against funds due or to become due the Contractor under this contract. The payment of a claim by the State pursuant to this paragraph 21 shall not relieve the Contractor or its surety, if any, from obligation with respect to any unpaid claims.

22. HOURS OF LABOR: No person shall be employed by the Contractor for more than eight hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where public policy absolutely requires it, and in such cases the laborer shall be paid at least time-and-a-half pay for all overtime in excess of eight hours a day and for work performed on Saturday and on any legal holiday specified in ORS 279B.020 and 279C.540.

23. SAFETY AND HEALTH REQUIREMENTS: Goods and services provided under this contract shall comply with all federal Occupational Safety and Health Administration (OSHA) requirements and with all Oregon safety and health requirements, including those of the State Workers’ Compensation Division.

24. AWARD TO FOREIGN CONTRACTOR: If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this contract. The State shall withhold final payment under this contract until Contractor has met this requirement.

25. RECYCLABLE PRODUCTS: Contractor shall use recyclable products to the maximum extent economically feasible in the performance of this contract. Contractor shall specify the minimum percentage of recycled product in the goods provided.

26. MATERIAL SAFETY DATA SHEET: In accordance with the OR-OSHA Hazard Communication Rules in OAR chapter 437, division 155, Contractor shall provide the State with a Material Safety Data Sheet for any goods provided under this contract which may release, or otherwise result in exposure to, a hazardous chemical under normal conditions of use (OAR 437- 155-005 (2); 437-155-025). In addition, Contractor must label, tag or mark such goods.

REVISED BY THE ATTORNEY GENERAL 9/94

DOCUMENT TITLE CHANGED AND ORS 279 REFERENCES UPDATED BY DAS FORMS COMMITTEE 04/05

ODOT PUBLIC TRANSIT VEHICLE PURCHASE

Agency Name: Columbia County Transit		**Contact Person: Michael Ray**
Grant Agreement No. 30412	**Date: 10/03/2016**	**Phone No. 503-366-8505**

STATE PRICE AGREEMENT RFQ COMPARISON FORM - LOWEST COST SELECTION

Vehicle Useful Life Category: E2	**No. of Vehicles To Be Purchased: 1**	**No. of Regular Seats: 9**	**No. of ADA Stations: 3**
Required Specifications:	**X From RFQ (attach all RFQ's behind this form)**	**☐ Other (Attach list or document)**	
Additional Preferred Options:	**X From RFQ (attach all RFQ's behind this form)**	**☐ Other (Attach list or document)**	

PRICES QUOTED FROM VENDORS (Insert Vendor Names in Columns Below):

Requested Quotes	Vendor: Creative Bus Sales	Vendor: Schetky	Vendor: Western Bus Sales	Vendor: New Flyer
Vehicle Make/Model Proposed:	Ford Transit High Roof, Extended Length Van (U4X) Wagon	Ford Transit Wagon XL, 350 EL	No Bid	No Bid
Vehicle Base Price:	$39,950	$41,207	$0	$0
Cost of Required Specifications:	$28,450	$34,029	$0	$0
Total Vehicle Cost With All Required Specifications:	**$68,400**	**$75,236**	**$0**	**$0**
Cost of Additional Preferred Options (if any - enter zero if none):	$4,245	$640	$0	$0
Total Vehicle Cost With Required Specifications and Preferred Options:	**$72,645**	**$75,876**	**$0**	**$0**
Lowest Cost Vehicle Selected:	**X Selected** **☐ Not Selected**	**☐ Selected** **X Not Selected**	**☐ Selected** **X Not Selected**	**☐ Selected** x **Not Selected**
Comments:				

AGENCY SIGNATURE (Required):

Agency Representative (enter printed name and title below)	**Phone No. / E-mail address (enter below)**
Michael Ray, Interim Transit Administrator/Transit Program Coordinator	503-366-8505/michael.ray@co.columbia.or.us
Signature of Agency Representative: Michael Ray	**Date of Signature: 10/03/2016**

REQUEST FOR TRANSIT VEHICLE PRICE QUOTE (RFQ)

This is (check appropriate):

☐ **Initial Request for Quote (from Requesting Agency to Vendors)**

Due Date: ___July 8, 2016 @ 4:00 pm_____

☒ **Response to RFQ (from Responding Vendor back to Requesting Agency)**

☒ **Grant Funded Purchase**

VENDOR (Business Name): ____Creative Bus Sales_____

Vendor Contact Person: ____Kimberly Stanchfield___ Phone: __503-709-9665___

Email: kimberly.stanchfield@creativebussales.com Alt Phone: _844-993-5989 x327

☒ **Meets Buy America Standards (49 USC § 5323(j); 49 CFR part 661)**

Columbia County, through its Transit Division - Columbia County Rider Transportation (CC Rider), is requesting price quotes from Oregon State Price Agreement Contract Vendors for the purchase of ONE (1) Gasoline Engine, High-Floor, Category E2, extended van with a 350 engine, or equivalent; high roof, with seating for 8 passengers and 3 wheelchair positions. Useful Life Expectancy: 4 years or 100,000 miles.

Selection will be made based on **Lowest Cost With Required Specifications**. Meeting required specifications is a pass/fail. Vendor's products that do not meet the required specifications will not be considered further.

Quotes should specifically highlight how the proposed vehicle meets the listed specifications and clearly identify and explain any differences from the specifications listed below. The format for submission of quotes should follow the list below in order to simplify the review of the stated specifications. Quotes that do not follow this requirement will be deemed non-responsive and eliminated from the competition.

Please submit RFQ Responses by July 1, 2016, by 4:00 PM. Email submission is preferred. Please email to **michael.ray@co.columbia.or.us**. Quotes can also be delivered to the CC Rider office (1155 Deer Island Road, St. Helens, OR 97051) on weekdays between 8am - 5pm or mailed to (**must be received by date and time specified above**):

Before completing RFQ, please read and consider the attached Columbia County PO Terms and Conditions.

CC Rider Transportation
Michael Ray, Transit Coordinator
230 Strand Street
St. Helens, OR 97051

Contact Michael Ray with any questions
michael.ray@co.columbia.or.us
503-366-8505

REQUESTING AGENCY INFORMATION

Agency: _Columbia County Rider_____ Date: __May 17, 2016_____

Contact Person: __Michael Ray_____ Phone: _503-366-8505____

Email Address: Michael.ray@co.columbia.or.us_____ Fax: __503-366-8508_____

Agency Address: __230 Strand Street, St Helens, OR 97051_____

The above Agency, through its Public Transit program or public transit affiliate, is requesting price quotes from Oregon State Price Agreement Contract Vendors for the purchase of the following vehicle(s):

From (circle): Oregon State Price Agreement / Other No. of Vehicles Required: _1_

PTD Vehicle Category (Check): (Please see *PTD Vehicle Descriptions and Useful Life Standards*)

☐ **Cat A** ☐ **Cat B** ☐ **Cat C** ☐ **Cat D** ☒ **Cat E _2_ (select from 1 to 3)**

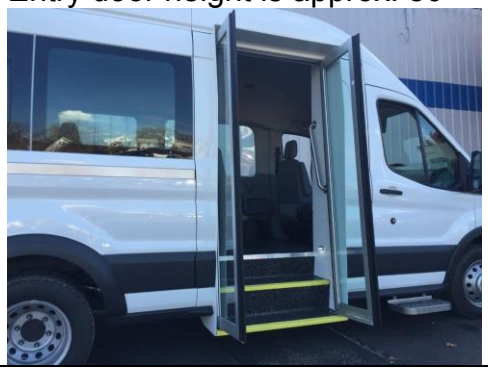
Length (can be range): __20-22 ft___ Regular Seats: 8-10_ ADA Stations/Tiedowns: _3__

Fuel Type: ☒ **Gasoline** ☐ **Diesel** ☐ **Bio-fuel** ☐ **Hybrid** ☐ **CNG** ☐ **Propane**

☒ **High Floor** ☐ **Low Floor Other Comment: __With Public Transit Door_____**

<u>The general specification for vehicle is as follows:</u>

A. VENDOR'S VEHICLE BASE PRICE INFORMATION	***VEHICLE BASE PRICE***
This Section to be completed by Vendor	***Enter base price from State Price Agreement below***
Vehicle Make/Model: Ford Transit High Roof, Extended Length Van (U4X) wagon	
Length: 263"	$39,950* *E-150 Med roof, 5 pass. 1 w/c standard
Fuel Type: Gasoline	
Floor: ☒ High Floor ☐ Low Floor Other:	
No. of Regular Passenger Seats: 9	
No. of ADA Stations w/Tiedowns Desired: 3	
Other Special Note:	

B. VEHICLE REQUIRED SPECIFICATIONS	
Requesting Agency completes Description column ***Vendor completes "Vendor Response" columns***	**VENDOR RESPONSE**
Requesting Agency's Required Specifications Description	***Vendor Suggestions*** ***(related to vehicle specs)***
Altoona Test Executive Summary	Exempt
Approx. 147" wheelbase with high roof 107"ext. height and 81" ext. width (77" and 67" interior) and extended 263" length, or approximate equal.	Upgrade to E350 High roof, extended length van
3.5Liter EcoBoost or equivalent approx. 310 HP gasoline engine w/Heavy Duty multi-speed overdrive automatic transmission, approx. 400 fp torque	**3.7L V6 standard for 2017** 3.5L V6 option – add $1800 **(not included in final price below)**
Exterior paint color: White (or equiv.); Interior fabric: Pewter Vinyl (or equiv.)	Included
Dual-Rear Wheel model with 16-inch aluminum wheels or equivalent with wide-track, all-season tires.	Wheels to be OEM standard 16" silver steel with silver hubcaps
Driver Seat Pewter Grey (or equiv.) 10-way power adjustable seat with inboard armrest	Included
Passenger-side front seat Pewter Grey (or equiv.) with 2-way manual with armrest	Standard
TransitWorks SmartFloor or equivalent flexible aluminum track floor system or equivalent	Standard
Heavy-duty, non-skid commercial vinyl flooring (Altro Transflor Chroma or equivalent) in black color ("Phantom black" of equiv.)	Standard
Set of three (3) Retractable Q-Straint or equivalent wheelchair restraints with storage bags	Included
Transit-type 38" ADA-compliant electric dual-sliding side passenger door with lighted built-in steps and driver remote control	Double out bus style door (not sliding) Included Width of steps = 38" Rise of step = 8.5" Run of step = 10" Ground to first step = 8" Entry door height is approx. 80" 

Eight (8) ea. Freedman or equivalent wheeled passenger seats designed to fit SmartFloor track system; Pewter Grey two-tone vinyl with inboard armrests.	Included
Minimum two (2) forward facing wheelchair positions with an option for a third oversized wheelchair position Full-size spare tire and wheel, rear-mounted	Included
Full front and side airbags	OEM Standard
Back-up camera with monitor in radio/dash. Back-up alarm system	Included
Requesting Agency's Required Specifications Description	***Vendor Suggestions (related to vehicle specs)***
Bluetooth connection for hands-free communication	Bluetooth – requires cruise control, am/am/cd message center with SYNC, USB port, leather wrapped steering wheel with audio controls. Included.
Heavy-duty alternator and heavy-duty battery or dual batteries	Included
Driver-controlled front and rear heating and air conditioning system with minimum 103,000 BTU dual compressor A/C or equivalent	OEM Heat and air provided by Ford. They do not have a rating for BTU's.
Windows: - Privacy tinted glass - Power driver and passenger side windows - Fixed rear door-glass window - All-around side windows - Sliding or flip-open driver & passenger 2nd-row - Opening capability for other side windows desirable	-92E – Privacy Glass (includes rear window defogger) Included. -Power driver and pass side windows – standard -Fixed rear door glass – standard -All around side windows – Standard -Sliding or flip-open windows – requires 92E. Windows all around with 2nd row driver flip-open glass and 4th row flip-open glass included. NOTE: The passenger side 2nd row flip-open window will be eliminated by the bus entry doors
Cruise control with message center	Included
Tilt steering column with power steering; power door locks	Standard
Driver's side console with 12V powerpoint and overhead storage console	Standard
Vinyl sun visors on driver and passenger side	Standard
Intermittent control for windshield wipers	Standard
Rear wiper / washer & defrost	• Rear wiper – Not available • Rear window defrost standard with privacy glass option – Included

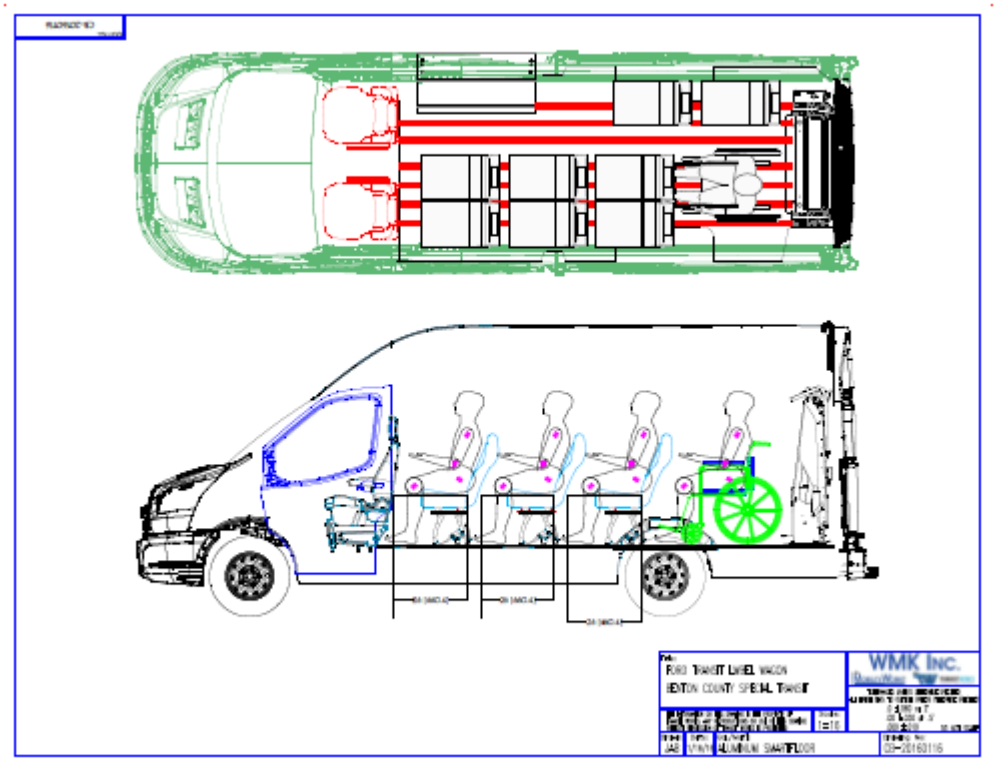
Long-arm OEM heated sideview mirrors with manual folding and turn signal indicators	Included
Front license plate bracket	Included
Black front grill and headlamp trim	Standard
Locking fuel fill door	Driver door covers fuel door opening. Since the driver door locks this provides a locking fuel door
Additional grab handles in entrance door area for ease of entry	Standard
Heavy-duty suspension system	OEM Standard
Wheelchair lift safety belt	Included
Three (3) Seat belt extenders and belt extender to match securement system for wheelchair occupant	Included
Power anti-lock disc brakes with stability control on all wheels	Standard
Rear tow hooks	Included
Wheelchair door ajar light on driver console	Included
Front energy absorbing bumper (Romeo Rim or equivalent)	Not available on the Ford Transit. The OEM bumper is the only bumper available.
Daytime running lights on bus	Standard
Vehicle Undercoating full length	Ford OEM
Requesting Agency's Required Specifications Description	***Vendor Suggestions (related to vehicle specs)***
LED light package for all standard/required rear stop, tail, and backup lights	All exterior lights on Ford OEM and are NOT LED.
Bus Electrical Schematics on USB or CD	Included
3-Year, 36,000-mile bumper-to-bumper warranty	Ford OEM Standard
4-year, 60,000 mile powertrain warranty	Ford – 5 year / 60,000 miles standard
Meets all applicable ADA and FMVSS requirements; include FMVSS Certification	Standard
Buy America certificate exceeding requirements of 60% domestic content and USA final assembly, by at least an additional 20%	74.54% See attached.
Subtotal Cost of Required Options:	$28,450
Total Vehicle Cost With All Required Options:	$68,400

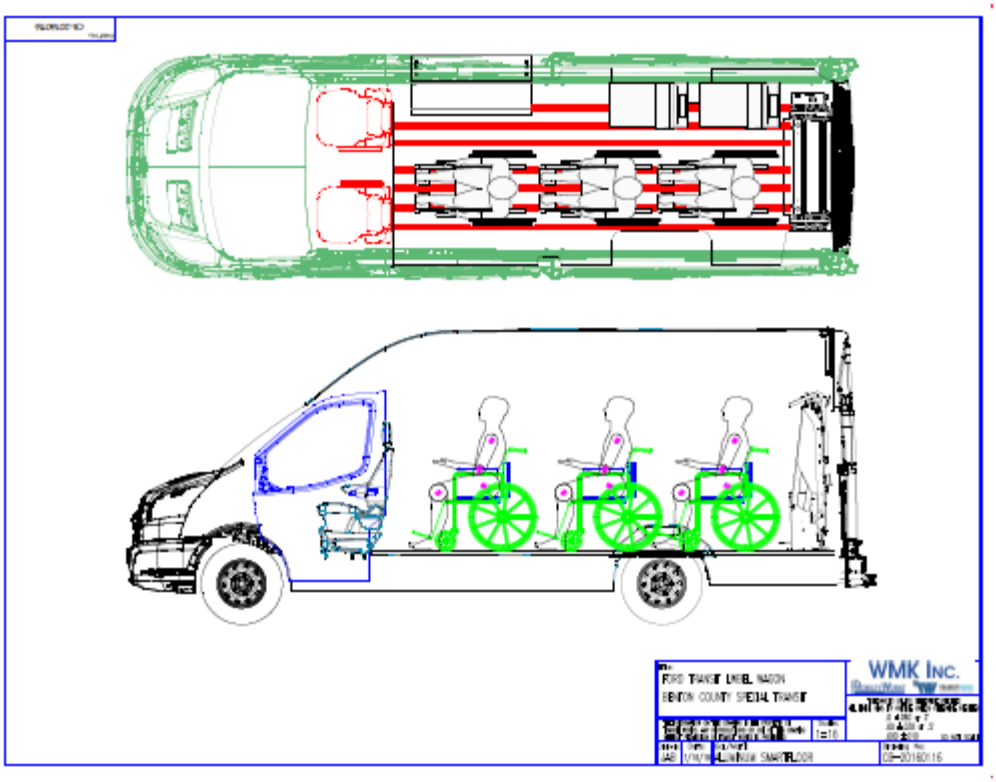
C. VEHICLE PREFERRED OPTIONS			
Requesting Agency's Preferred Options Description			
	Included in Base Price? YES / NO	***$Additional Cost for Option$ (or Note Not Available)***	***Vendor Suggestions (related to vehicle specs)***
Extended body structure warranty options for up to 100,000 miles	No	$2070	See attached from Ford
Air conditioning 3 yr limited warranty	No	Included above	3 year / 36,000 miles standard – see attached
Extended corrosion warranty	No	Included above	See attached
Extended engine & transmission powertrain warranty options for up to 100,000 miles	No	$1600	Powertrain is 5 years / 60K miles standard – see attached for 5 year / 100K option
OEM Chassis Shop Manuals	No	$395	From Helm
Public Transit safety package (mounted large vehicle fire extinguisher; safety triangles, mounted first aid kit; belt cutter; blood-borne pathogen kit)	Yes		
Individual passenger reading lights	No		For OEM interior lights provided – NOT individual reading
Shop rate(s) for non-warranty repairs	$110/hr		
Requesting Agency's Preferred Options Description			
	Included in Base Price? YES / NO	***$Additional Cost for Option$ (or Note Not Available)***	***Vendor Suggestions (related to vehicle specs)***
Location of warranty repair facility			Ford – local Ford dealer Conversion – CBS
Response time on warranty service repairs			Ford – OEM CBS – 24 hrs – see attached

Transportation of vehicle to/from vendor warranty service			Ford – OEM CBS – CCR Rider to transport or pay CBS to come to your facility.
Three additional vehicle keys and key fobs (total of 4)	Yes		
One set of cable chains for each tire, with storage box or bag	No	$180	4 sets of cable chains with rubber adjustors – one for each tire
Driver's dome light with separate switch			Ford OEM
Subtotal Cost of Preferred Options:			
		$4,245	

Vendor's Signature: _____ **Date Sent: 6/29/16**

Kimberly Stanchfield, Sales Manager





VENDOR INFORMATION

Vendors are strongly encouraged to submit price quotes using the format provided. Vendors should specifically note if and how they meet the above specifications, and note any differences in what has been called out above, in their price quotes. This may be done on the form, or on an attached sheet. The vehicle(s) will be purchased with funding from the Oregon Department of Transportation, Public Transit Division and the Requesting Agency, and will follow applicable Federal and State procurement guidelines.

Price Quote shall be submitted to the Requesting Agency contact person named on the first page on this form.

Price Quotes may be sent by U.S. Mail, emailed, or faxed to the addresses for Requesting Agency noted on page 1 of this form.

VEHICLE SELECTION INFORMATION

Selection of the vehicle and successful price quote will be based on:

☒ **Lowest Cost With Required Specifications** ***(Lifecycle costs may be considered in price determination and may affect lowest bid determination)***

☐ **Best Value Determination (ODOT PTD pre-approval required.)**

The Best Value Determination criteria are as follows:

PERSONAL SERVICES CONTRACT (ORS Chapter 279B)
By and between PIPER JAFFRAY & CO and
COLUMBIA COUNTY, OREGON for
Municipal Advisory Services

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

WITNESSETH:

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

1. Effective Date/Commencement. This Agreement is effective on the date last signed below. However, commencement of each of the projects is subject to pre-approval by the County. The County will provide a written notice to proceed for each such project prior to commencement. The Parties understand and agree that the County may not approve every project described in the contract documents. This Contract, together with Exhibits "A", "B", "C", and "D" are referred herein as the "contract documents".

2. Completion Date. The completion date for this Agreement shall be no later than two (2) years from the effective date and may be renewed by the County for up to an additional four (4) years, in the County's discretion.

3. Contractor's Services. Upon request, Contractor agrees to provide Municipal Advisory Services, in accordance with the Columbia County Request for Proposals for Financial Services dated November 12, 2015, (the "RFP") which is attached hereto as Exhibit "A" and is incorporated herein by this reference, in accordance with Contractor's Proposal, a copy of which is attached hereto, labeled Exhibit "B" and is incorporated herein by this reference, and in accordance with the additional terms and conditions which are attached hereto as Exhibit" C" and are incorporated herein by this reference. Any such work will be detailed in one or more project work orders that include contractor staff assignments, scope, and budget and shall be subject to pre-approval of the County. In case of conflict between Contractor's Proposal and this Agreement, this Agreement shall control, followed by Exhibit "A", Exhibit "B", and Exhibit "C" in that order of precedence.

4. Consideration. County shall pay Contractor on a time and materials basis according to the Cost Proposal set forth in Exhibit "B", which is attached hereto and is incorporated herein by this reference. Consideration paid according to Exhibit "B" shall include all expenses. Unless otherwise agreed to in writing by the parties, payment shall be made monthly based upon invoices submitted by Contractor. This Agreement is subject to the appropriation of funds by County, and/or the receipt of funds from state and federal sources. In the event sufficient funds shall not be appropriated, and/or received, by County for the payment of consideration required to be paid under this Agreement, then County may terminate this Agreement in accordance with Section 16 of this Agreement.

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

FOR COUNTY	FOR CONTRACTOR
Jennifer Cuellar-Smith 230 Strand St. Helens, Oregon 97051 Jennifer.cuellar@co.columbia.or.us	Carol Samuels Managing Director 1300 SW Fifth Avenue Portland, Oregon 97201 Carole.e.samuels@pjc.com With copy to: Piper Jaffray & Co Legal Department 800 Nicollet Mall, Suite 1000 Minneapolis, MN 5542

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

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

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

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

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

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

B. This Agreement is not intended to entitle Contractor to any benefits generally granted to County employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Agreement to the Contractor are vacation, holiday and sick

leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, social security, workers' compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Public Employees Retirement System).

C. The Contractor is an independent contractor for purposes of the Oregon workers' compensation law (ORS Chapter 656) and is solely liable for any workers' compensation coverage under this Agreement. If the Contractor has the assistance of other persons in the performance of the Agreement, the Contractor shall qualify and remain qualified for the term of this Agreement as a carrier-insured or self-insured employer under ORS 656.407. If the Contractor performs this Agreement without the assistance of any other person, unless otherwise agreed to by the parties, Contractor shall apply for and obtain workers' compensation insurance for himself or herself as a sole proprietor under ORS 656.128.

10. Statutory Provisions. Pursuant to the requirements of ORS 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 Agreement:

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 Agreement.

(2) Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or any subcontractor incurred in the performance of this Agreement.

(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.

C. Contractor shall pay all employees under this Agreement at least time and a half for work performed on the legal holidays specified in ORS 279B.020(1)(b)(B) to (G) and for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.

D. Contractor shall give notice in writing to employees who work on this Agreement, either at the time of hire or before commencement of work on this Agreement, 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.

E. All subject employers working under this Agreement are either employers that will

comply with ORS 656.017 or employers that are exempt under ORS 656.126.

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

11. Non-Discrimination. Contractor agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, handicap or age, suffer discrimination in the performance of this Agreement when employed by Contractor. Contractor certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, against 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.

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

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

14. Indemnity. Contractor shall indemnify, defend, save, and hold harmless the County, its officers, agents and employees, from any claims of injury to any person or persons or of damage to property, caused directly or indirectly by reason any error, omission, negligence, or wrongful act by Contractor, its officers, agents and/or employees arising out the performance of this agreement. This indemnity does not apply to claims, suits or actions arising solely out of the negligent acts or omissions of the County, its officers, agents or employees.

15. Insurance. Contractor shall maintain commercial general liability and property damage insurance in an amount of not less than $2,000,000 per occurrence to protect County, its officers, agents, and employees as additional insureds. Contractor shall provide County a certificate or certificates of insurance in the amounts described above which names County, its officers, agents and employees as additional insureds. Such certificate or certificates shall be accompanied by an additional insured endorsement. Contractor shall maintain and errors and omissions insurance in an amount of not less than $1,000,000. Contractor agrees to notify County immediately upon notification to Contractor that any insurance coverage required by this paragraph will be canceled, not renewed or modified in any material way, or changed to make the coverage no longer meet the minimum requirements of this Contract.

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

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

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

renewed.

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

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

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

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

18. Ownership of Documents. All documents of any nature and/or electronic data including, but not limited to, working papers, reports, material necessary to understand the documents and/or data, drawings, works of art and photographs, produced, prepared and/or compiled by Contractor pursuant to this Agreement are the property of County, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to County all rights of reproduction and the copyright to all such documents.

19. 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 of any permitted arbitration. The parties agree to exercise their best efforts in good faith to resolve all disputes in mediation.

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

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

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

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

24. No Third-Party Rights. This Agreement is solely for the benefit of the parties to this Agreement. Rights and obligations established under this Agreement are not intended to benefit any person or entity not a signatory hereto.

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

Piper Jaffray & Co

Name: _____

By: Carol Samuels

Title: Managing Director

Date: September 27, 2016

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____
Anthony Hyde, Chair

By: _____
Henry Heimuller, Commissioner

By: _____
Earl Fisher, Commissioner

Date: _____

Approved as to form

By: _____
Office of County Counsel

EXHIBIT "A"

Columbia County Request for Proposals

for Financial Services

1. Municipal Advisor
2. Investment Advisor
3. Federal Compliance and Grant Services
4. Financial Systems Analysis
5. Cost Recovery Analysis and Fee Studies
6. Capital Replacement and Improvement Planning
7. Internal Audit Services

Proposals due January 14, 2016

Columbia County, Oregon

Issued November 12, 2015

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Section I

Request for Proposals (RFP)

Columbia County is requesting proposals from qualified consultants and organizations with experience in a variety of professional services in the financial area:

1. Municipal Advisor
2. Investment Advisor
3. Federal Compliance and Grant Services
4. Financial Systems Analysis
5. Cost Recovery Analysis and Fee Studies
6. Capital Replacement and Improvement Planning
7. Internal Audit Services

The objective of this RFP is to receive a variety of highly practical services that will help the County make concrete improvements to its financial operations in a number of ways. Columbia County seeks

- assistance in establishing effective practices that integrate into County financial infrastructure and enhance financial decision making and strengthen internal control
- policy recommendations that will help guide financial and administrative practices, keep the County legally compliant and organizationally flexible in the changing environment
- financial and other analysis that allows it to make the best possible choices in areas as diverse as fee setting and planning for retirement funding in the face of significantly constrained resources.

Proposals may be issued for a single service area, a group of service areas or all service areas. The County may contract with different consultants for each service or group of services requested under this RFP. It may choose not to issue a contract in any particular service area.

We are aware that other jurisdictions in our area may be interested in acquiring similar services. We encourage proposers to extend to other jurisdictions the pricing and terms and conditions included in these proposals should local municipalities or special service districts wish to pursue independent contracts in any of the professional service areas covered in this RFP.

Note that all proposals submitted are public documents.

Contracts awarded will be for two (2) years and may be renewable for an additional four (4) years, in the County's discretion.

The firm(s) or individual(s) selected through this Request for Proposals (RFP) process will be expected to cooperate fully with the County and its staff throughout the contract period.

Proposals will be received until **5:00 p.m. on January 14, 2016.** No proposals will be received after that time.

Section II

PROJECT OVERVIEW

Columbia County (population 50,000) is a semi-rural jurisdiction, located directly northwest of Multnomah County. The County seat is St. Helens, 30 miles from of Portland on the Columbia River.

Columbia County data:

- FY16 budget $51.1 million in 19 funds with General Fund level of $19.5 million
- One business type fund: the solid waste transfer station
- FY15 year-end existing debt service that includes $3.1 million General Obligation bonds and $17 million Rev Bonds/Other Debt. The County has a $176 million combined debt limit
- Established PERS reserve account consisting of the 4.4% rate reduction which came into effect in FY14
- County voters passed a three year jail operations levy (FY15 to FY17) by less than 300 votes (51.25% yes to 48.75% no); had it not passed, the Columbia County jail was on the path to closure in FY15
- County Schedule of Expense for Federal Awards reported a high of $20 million in FY12 to less than $4 million in FY15. FEMA grants primary driver of federal grant level swings; implementing new 10% indirect rate option
- An Oregon "timber county;" historically, federal timber revenue made up almost 20% of unrestricted general fund revenues. Today this funding stream is highly uncertain and, when funds are made available, compose a much smaller proportion of the County budget
- Social services are carried out by partner non-profit organizations
- FY16 County staff totals 160 full time equivalents (FTEs), down 23% from the FY09 staffing level, before the impact of the national financial crisis, state budget deficits and steep decline in federal timber dollars
- Staff work in 19 departments overseen by Elected Officials (ex. County Sheriff or County Clerk) or appointed Department Heads reporting to the full time elected Board of Commissioners, resulting in a partially decentralized, largely collaborative management structure
- Finance Department commitment to excellence exemplified by re-establishing CAFR financials in FY13 and earning the GFOA award from that year on as well as achieving the GFOA budget award for the first time in FY15 and most recently for FY16

The Finance Department (staff of 4.1 FTE) will be the primary point of contact for these professional services. The County Finance Director also serves as Columbia County's elected Treasurer. Some financial-analytical services will focus on the needs of specific programs in other County departments.

The goal of this procurement and the professional services sought is to make the best possible use of scarce economic and personnel resources by assisting the County to extend its support and program service capacity in strategic ways to serve its community both now and into the future.

Columbia County expects that proposers respond with services that are consistent with the best practices of their respective fields. Further, the County expects that all proposed services meet or exceed the standards of the relevant professional standards organizations and applicable regulatory requirements.

Finally, because the County has largely been unable to make significant investments in state of the art technologies, constituency and partner communication methodologies, etc. the County is seeking advice, professional services and project deliverables that will position it to take advantage of today's increasingly connected environment.

Section III

SCOPE OF SERVICES

Columbia County is seeking proposals from qualified consultants to provide financial services to Columbia County. A general range of financial services is sought in the following service areas:

1. Municipal Advisor
2. Investment Advisor
3. Federal Compliance and Grant Services
4. Financial Systems Analysis
5. Cost Recovery Analysis and Fee Studies
6. Capital Replacement and Improvement Planning
7. Internal Audit Services

The Scope of Services is organized by each service area. The initial section outlines scope considerations required for all service areas.

Scope considerations for all professional services areas

A. Develop and recommend policies, procedures and standards and practices that reflect best practices and identify relevant regulatory or compliance requirements

B. Coordinate with the Finance Department and other County Departments or Elected Officials as necessary

C. Propose a methodology for managing the work included in the scope of services. Project management duties and expectations of the proposer with regard to County staff availability and members of proposer firm should be specifically addressed

1. **Municipal Advisor**

1.1. Act as Municipal Advisor on all matters associated with Columbia County debt issuance of any type, including competitive or negotiated processes, debt restructuring, commercial bank loans or significant lease programs. Such advice may be in writing, verbal or by other communication

1.2. Prepare staff on issues related to bond issuance, debt and other financial analysis as requested

1.3. Assist and accompany appropriate County staff in discussions, meetings, and official appearances before public bodies and other groups or persons regarding Columbia County debt when requested

1.4. Attend and assist staff in all meetings with Underwriters, Bond Counsel, State of Oregon, the Securities and Exchange Commission, etc. as requested by County

1.5. Represent only the interests of Columbia County when meeting with staff, Underwriters, Bond Counsel, or any other organization or individual associated with County debt. Given fiduciary obligation to County, will not engage in any meetings with any organizations or individuals without the knowledge of the Finance Director when any County financial matters will be discussed

1.6. Assist the County with required filings, disclosures, or publications and registrations and ensure timeliness of any required filings, disclosures, registrations, etc. required by any outside agency of Municipal Advisors

1.7. Provide analysis regarding:

1.7.1. Potential benefit to local taxpayers or transfer station rate payers from refinancing current debt

1.7.2. Impact of retirement cost trends and options to mitigate those increases including internal resources and reserves, debt and/or other strategies

1.8. Assist County with development of any specific policies, practices or materials required by recent SEC and MSRB rule changes

2. Investment Advisor

2.1. County Investment Program start up activity involved assisting the County Treasurer in:

- 2.1.1. Reestablishing the Columbia County Investment Policy with the Oregon Short Term Fund Board including attending meetings with Commissioners and the OSTFB as needed
- 2.1.2. Analyzing cash liquidity and core funds available for investments outside the Oregon Local Government Investment Pool
- 2.1.3. Establishing an investment strategy consistent with investment policy and liquidity needs with appropriate benchmarks
- 2.1.4. Establishing an internal control and review process for the work of County staff and outside vendors including the Investment Advisor
- 2.1.5. Developing efficiently produced and easily understandable performance reporting tools, portfolio informational packages, etc. utilizing existing County software or specialized tools (web-based systems, software, etc.) available to local governments

2.2. Provide non-discretionary management of the County's investment portfolio under advisement

2.3. Comply with all federal and state of Oregon laws and ordinances, resolutions, and County policies

2.4. Assist County in evaluating investment methodologies including web-based trading systems, approved brokers, etc. given the economic and staffing resources available

2.5. Assure coordination of investment trades, security delivery, fund availability, trade settlement assistance, market research and yield curve analysis

2.6. Perform due diligence reviews of brokers, competitive pricing for securities transactions, financial institutions, and monitor creditworthiness

2.7. Support procurement processes for ancillary investment services including brokers, security custodians, purchased investment tools or technology, etc.

2.8. Report investment portfolio activity and performance including earnings and accounting methodology following GAAP and GASB true-value reporting for annual financial statements

2.9. Attend meetings of County Commissioners at request of County Treasurer including the annual review of the Investment Policy, periodic informational sessions on market conditions and/or County Investment performance reporting, etc.

2.10. Advise on investment issues or questions which may arise in relation to County deferred compensation program

3. **Federal Compliance and Grant Services**

3.1. Assist County in assuring compliance with federal Uniform Grant Guidance (UGG) including policy development, policy updates, internal control documentation, etc.

3.2. Assist County in establishing procedures, checklists and other tools to assist departments in grant development, contract management, performance tracking, grant reporting and compliance requirements for the entire grant life cycle including implementing the 10% indirect rate option now available under UGG

3.3. Assist County Finance Department in financial reporting requirements, establishing a grants tracking method for the Schedule of Expenditures of Federal Awards, etc.

3.4. Assist the County in developing a training program regarding federal grants for County staff and, potentially, other members of the community, that covers opportunities and obligations of grants including County policies regarding grant activity

3.5. Review grant project proposals and grant agreements – federal and state – as requested to identify requirements for new or expanded compliance procedures (financial, personnel, departmental, legal, training, future obligations, etc.), match requirements and sources, etc.

3.6. Provide analysis as to the benefits, risks and trade-offs involved in receiving federal funds in a federal contractor relationship vs grant recipient in either direct federal or state of Oregon pass through structures

3.7. Research federal or state grants that might be relevant to existing or planned service delivery, work with County staff to evaluate whether pursuing new funding opportunities is in its interest, assist with applications as requested

4. Financial Systems Analysis

The County recognizes that basic financial business processes are not well integrated County-wide and many are labor intensive and paper-driven in all departments including the Finance Department. The County would benefit from centralized services or tracking systems given the size and complexity of the organization such as procurement support, life cycle contract management, accounts receivable, capital improvements support, financial planning, etc.

The County seeks a consultant to take it through a process to (1) identify the most critical deficits or obstacles to providing efficient financial services and/or user-friendly tools to improve managerial decision making (2) evaluate and recommend options to improve the financial infrastructure and (3) act as project manager for transition to new financial processes and tools.

4.1. Assess current operations and identify deficits including software functionality, critical business processes, staffing levels and/or skill sets, organizational issues, etc.

4.2. Evaluate options to improve financial infrastructure including better utilization of the current accounting software, procurement of new software, partner with other local government to use its accounting software, re-distribute or add staffing resources, re-design business processes, deploy additional functionality, etc.

4.3. Recommendations on options would include:

4.3.1. Ranges of likely cost differential on options

4.3.2. Ranges of staffing level changes in all affected departments required to maintain current operations and make the transition on recommended options

4.3.3. Ranges of likely time frames needed to implement alternative options

4.3.4. Enhancements in service areas provided by options, e.g. transparency, management utility, efficiencies gained, etc.

4.4. Draft RFP for solution(s) identified as most advantageous for County

4.5. Work with County staff to evaluate RFPs, facilitate process of making decision, and support the contract phase of the procurement

4.6. Act as project manager for implementation process with County staff and other vendors, as needed

4.7. Assure that adequate training resources and process maps exist or are created for on-going use by multiple stake holders including the governing body, management, and system users

5. **Cost Recovery Analysis and Fee Studies**

5.1. Assist County Finance Director with compiling a comprehensive list of all services provided, current fees and user statistics and make recommendations on those that merit individual review

5.2. Identify the total cost of providing distinct County services (such as planning fees, park user fees, clerk's fees, public records request fees, etc.) in a manner that is consistent with all applicable Oregon laws, statutes, rules and regulations governing the collection of fees, rates, and charges by public entities

5.3. Compare service costs with existing recovery levels. This includes any service areas where the County is currently charging for services

5.4. Identify any service charges or licensing fees that the County may charge but currently does not compared to neighboring or similar counties

5.5. Recommend appropriate fees and charges together with the appropriate subsidy percentage for those fees where full cost recovery may be either undesired or unrealistic

5.6. For service costs or fees analyzed, prepare a report that identifies each service, its full cost and recommended cost recovery levels

5.7. Produce a framework for staff making annual updates of fee structures and/or provide recommended methodologies for updating fee structures and/or recommend technology solutions

5.8. Analyze the cost recovery level and structure of services sold to other jurisdictions currently (inspections, housing federal prisoners, vehicle maintenance at transit facility, etc.) or select services that might be proposed in the future

5.9. Attend meetings with County governing body, staff and stakeholders as requested

6. Capital Replacement and Improvement Planning

6.1. Assist County staff in establishing a capital replacement and capital improvement planning process including annual calendars, tying it to the budget process, involvement of appropriate County stakeholders, etc.

6.2. Create or recommend purchase of tools to establish a vehicle and equipment replacement program across various County departments that includes the ability to analyze the total cost differences between purchase or lease given changing prices and interest rates over time

6.3. Assist County staff in evaluating list of capital improvement projects including cost projections, staffing needs for each, project durations, analysis of impact of project on carrying costs (labor or direct cost savings or increases), financing options, etc.

6.4. Assist staff in producing needed documentation, tools, frameworks, staff duty assignments, etc. that will allow staff to maintain the programs either independently or with specified professional service support on an on-going basis

6.5. Assist staff in identifying effective mechanisms (internal savings, lease options, debt, grants, etc.) for funding capital replacement and improvements

7. Internal Audit Services

7.1. Carry out requested internal audit projects. Examples include:

7.1.1. Comparison of departmental information sources (program software, spreadsheets, other tracking systems) with revenues actual received and booked in the accounting software

7.1.2. Review use of fuel purchasing for county vehicles

7.1.3. Compare County policy to actual practice

7.2. Make recommendations for improvements, utilization of tools, training needs, etc. that will address issues found in any internal audit review

7.3. Assist staff in documenting its internal control structure and creating tools and training resources to assure ongoing understanding and use of County internal controls

7.4. Assist staff in creating tools, frameworks or processes that will allow it to manage County-wide and program-specific risks effectively and proactively

Section IV

GENERAL INSTRUCTIONS

A. ADMINISTRATIVE INFORMATION

1. This RFP is issued under the authority of

Board of County Commissioners

230 Strand

St. Helens, Oregon 97051

All inquiries concerning the intent of this request, contract information or site access shall be directed, in writing, to Jennifer Cuellar, Finance Director and Treasurer, 230 Strand Street, St. Helens, OR, 97051.

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

Section I. Request for Proposals (RFP)

Section II. Project Overview

Section III. Scope of Services

Section IV. General Instructions

Section V. Proposal Responses

Section VI. Evaluation and Selection

Section VII. Contract

This RFP package should be checked to ensure that all of the listed items are included. Any missing portions can be obtained from the Columbia County Finance Department, 230 Strand Street, St. Helens, Oregon, 97051.

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

4. Proposers requesting clarification or interpretation or who find any ambiguity, inconsistency or error in the RFP shall communicate with Jennifer Cuellar in writing. Any such request or notice shall be made **no later than December 3, 2015.** Any supplements, interpretations, corrections or changes to the RFP will be made by written addendum and be mailed or faxed to all who are known to have received the RFP. Supplements, interpretations, corrections or changes of the RFP made in any other manner will not be binding.

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

B. PROPOSAL SUBMITTAL

Five (5) copies of the complete proposal, including all other documents required to be submitted with the proposal, shall be enclosed in a sealed envelope or container clearly marked on the outside for one or both elements of this RFP, to read, "Proposal for Financial Services" or equivalent.

Proposals may be submitted by mail or in person to the Columbia County Courthouse, Attn. Finance Department, 230 Strand St., St. Helens, Oregon, 97051

C. SUBMITTAL DEADLINE

Proposals must be received by **5:00 p.m. on Thursday, January 14, 2016**, at the Finance Department, 230 Strand St., St. Helens, Oregon, 97051

D. PROPOSAL OPENING.

All proposals received in compliance with the instructions of this RFP will be opened by the Evaluation Committee between **January 15 and January 19, 2016**. Evaluations and scoring will take place subsequent to this.

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

E. MODIFICATION OR WITHDRAWAL OF PROPOSAL.

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

Prior to the time and date designated for receipt of proposals, proposals submitted early may be modified or withdrawn only by notice to the County at the place designated for receipt of proposals. Such notice shall be in writing over the signature of proposer or by facsimile. If by facsimile, written confirmation over the signature of proposer must have been mailed and postmarked on or before the date and time set for receipt of proposals.

Withdrawn proposals may be resubmitted up to the time designated for the receipt of proposals, provided that they are then fully in compliance with the RFP.

F. PROTEST PROCEDURES.

Consistent with the County's Personal Services Contracting Rules, all protests of solicitation or selection processes are limited to the following issues and filing times:

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

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

(3) The County shall promptly issue a written decision on the protest.

(4) Review of the County's disposition of a written protest submitted in accordance with subparagraphs (1) and (2) shall be available by filing a written request for review of the Department's disposition with the Board of County Commissioners within seven calendar days. The County's Personal Services Contracting Rules are available for review by contacting the Office of County Counsel, 230 Strand, Room 318, St. Helens, Oregon 97051. 503-397-3839.

G. SUBMITTAL COSTS.

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

Section V

PROPOSAL RESPONSE

The submitted written proposal must utilize the format and content detail listed below. Five (5) copies of the proposal will be initially required. Proposals are to be organized in the same order as the requested information identified below. **Electronic proposals will not be received.**

A. Title Page

The name and signature of the proposing firm's authorized representative, as well as his/her address and telephone number, must be provided. The proposal must be dated on this page. The authorized representative's signature will signify the proposer's agreement and compliance with all requirements set forth in the RFP, and specifically those listed below:

1. All data presented in the proposal is accurate and complete.
2. Acknowledgment that the proposer has read and understood the RFP and the proposal is made in accordance with the contents of the RFP, unless otherwise noted in the proposal.
3. The proposal shall be valid for ninety (90) days after submission of the proposal.
4. The cost of submittals and any related expenses, including travel for interviews or inspection, shall be entirely the responsibility of the proposer.

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

B. Introduction

Include an introductory cover letter with a brief explanation of why your firm is qualified to provide one or more of the requested services to Columbia County. Please also note why you are interested in working with Columbia County and, potentially, other local jurisdictions in this area.

C. Firm Qualification and Experience in Providing Requested Services

Include a statement of qualifications addressing the scope of services the firm is responding to as described in this RFP. Include relevant professional credentials and registrations of individuals and/or the firm as a whole, such as registration with the SEC or MSRB.

Identify employees or principals of the firm who will work on the scope(s) of work and include a resume of the individual assigned to manage this engagement that specifically addresses relevant experience.

If consultants from other firms will be working on the project should your firm be awarded the contract, note these consultants and briefly outline their relevant expertise, education and qualifications.

D. Proposal to Provide Requested Services.

Clearly identify which of the seven professional services area(s) is included in this proposal and the services associated with each one.

For each service area, the proposal shall provide a complete list of services the proposer is offering to provide and how the services will be provided. For each project, outline relevant timelines, the level of effort needed for County staff participation at different stages, information or documents needed to complete your work, etc.

As noted in Section III: Scope of Services, each service area should include the three common services and considerations.

Proposers shall clearly identify any information in their proposals they consider to be trade secret under Oregon or Federal law. Columbia County is required to comply with the Oregon Public Records Act. To the extent allowed by Oregon law, in the County's sole discretion, the County will maintain the confidentiality of trade secrets.

E. Service Related References and Recent Experience

Describe relevant experience and any current client list for the relevant professional service areas included in this proposal. Success in establishing programs in the relevant financial service area or results achieved when carrying out similar projects for other local government jurisdictions is of particular interest.

A reference list with contact information of at least three Oregon local governments is requested.

F. Cost Proposal

A cost proposal, including hourly rates and incidental expenses (e.g., travel) required to carry out the work described. Make your best estimate as to the hours needed at what hourly rate level to carry out the specified scope of work.

Some service areas are on-going in nature while others have a beginning and end. Please clarify your firm's understanding of this issue in its cost proposal. It may make sense to propose a total cost or not-to-exceed amount anticipated for a particular deliverable as opposed to an hourly rate.

For example, the Investment Advisor scope may require an estimate of a range or hours needed to do the one-time start-up work and separately estimate hours needed to assist the County staff in managing the investment program on an on-going basis.

Clearly identify which hourly rates pertain to which scope(s) of works being responded to by this proposal.

The hourly rates must be in effect for at least the first two years of the contract. Proposals should describe how rate increases will be proposed and history of rate increases in the last two years.

Please identify in this section if your firm will opt in to extend pricing, terms and conditions to other local government or special district jurisdictions.

G. Statement of Assurance.

Provide a statement of assurance that your firm is not currently in violation of any regulatory agency rules or, if in violation, that the violation does not have a material adverse effect on your ability to perform under the proposed contract. Provide a statement of assurance that your firm has reviewed the sample contract and is prepared to sign the contract in that form or has provided proposed changes to the terms and conditions found in the sample contract.

H. Insurance

Contractor is to provide a certificate of insurance demonstrating current coverage for liability in the amount of $2,000,000; and Errors and Omissions coverage in the amount of $1,000,000. The Certificate of Insurance is to name Columbia County, its agents, officers and employees as additional insureds and shall be accompanied by an additional insured endorsement.

Section VI

EVALUATION AND SELECTION

Proposals will be evaluated based on the quality of responses to specific items outlined in Section V. Proposal Responses of this RFP. Each valid proposal will be reviewed by the Evaluation Committee. Additional clarifying material may be requested by the County.

The County may or may not request a personal interview, depending on the results of the proposal review. Subject to the approval of the Board of County Commissioners, a contract or contracts will be awarded to the firm(s) or individual(s) whose qualifications best meet the needs of the County. Proposals which are incomplete or non-responsive to this RFP will be rejected. The County does not accept responsibility for the return of successful or unsuccessful proposals.

The selection process will proceed as follows:

1. Proposals submitted
2. Separate short lists established for each service area
3. Short-listed firms or individuals may, at the option of the County, be interviewed
4. Final evaluation and selection of contractor(s) will be made by the Evaluation Committee

The final selection criteria will be based both on the firm's or individual's particular capability, experience and capacity to perform the required services, including but not limited to performance history for other public and private clients; client service philosophy; qualifications to perform the requested professional services, and the cost proposals, and shall include the following:

		Points per Section
1.	Firm Qualification and Experience in Providing Requested Services	25
2.	Proposal to Provide Requested Services	25
3.	Service Related References and Recent Experience	25
4.	Cost Proposal	25
5.	Insurance	Mandatory
6.	Statement of Assurance	Mandatory
7.	Title Page	Mandatory
8.	Introductory Cover Letter	Mandatory
	Total Points	**100**

The County reserves the right, in its sole discretion, to:

1. Reject any proposal not in compliance with all prescribed RFP procedures and requirements.
2. For good cause, reject any or all proposals upon a finding it is in the public interest to do so.
3. Waive minor irregularities in the proposals received.
4. Accept all or any part of a proposal in principle, subject to negotiation of the final details. In particular, the County reserves the right to negotiate fee proposals to accommodate the timing of the project.

Section VII

CONTRACT

The selected consultant will be required to sign a personal services contract with Columbia County which will be prepared by the Office of County Counsel. A sample personal services contract is attached to this Request for Proposals. Proposers shall include in their proposals any proposed changes to the terms and conditions found in the sample contract.

Sample Personal Services Contract

PERSONAL SERVICES CONTRACT (ORS Chapter 279B)

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

WITNESSETH:

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

1. Effective Date. This Agreement is effective _____.

2. Completion Date. The completion date for this Agreement shall be no later than _____.

3. Contractor's Services. Contractor agrees to provide the services described in the Contractor's Proposal, a copy of which is attached hereto, labeled Exhibit "A" and incorporated herein by this reference. In case of conflict between Contractor's Proposal and this Agreement, this Agreement shall control.

4. Consideration. County shall pay Contractor on a time and materials basis, an amount not to exceed $_____, said amount to be the complete compensation to Contractor for the services performed under this agreement. This fee shall include all expenses. Unless otherwise agreed to in writing by the parties, payment shall be made monthly based upon invoices submitted by Contractor. This Agreement is subject to the appropriation of funds by County, and/or the receipt of funds from state and federal sources. In the event sufficient funds shall not be appropriated, and/or received, by County for the payment of consideration required to be paid under this Agreement, then County may terminate this Agreement in accordance with Section 16 of this Agreement.

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

_____
_____
_____
_____

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

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

7. Compliance with Codes and Standards. It shall be the Contractor's responsibility to

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

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

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

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

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

C. The Contractor is an independent contractor for purposes of the Oregon workers' compensation law (ORS Chapter 656) and is solely liable for any workers' compensation coverage under this Agreement. If the Contractor has the assistance of other persons in the performance of the Agreement, the Contractor shall qualify and remain qualified for the term of this Agreement as a carrier-insured or self-insured employer under ORS 656.407. If the Contractor performs this Agreement without the assistance of any other person, unless otherwise agreed to by the parties, Contractor shall apply for and obtain workers' compensation insurance for himself or herself as a sole proprietor under ORS 656.128.

10. Statutory Provisions. Pursuant to the requirements of ORS 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 Agreement:

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 Agreement.

(2) Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or any subcontractor incurred in the performance of this Agreement.

(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.

C. Contractor shall pay all employees under this Agreement at least time and a half for work performed on the legal holidays specified in ORS 279B.020(1)(b)(B) to (G) and for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.

D. Contractor shall give notice in writing to employees who work on this Agreement, either at the time of hire or before commencement of work on this Agreement, 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.

E. All subject employers working under this Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

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

11. Non-Discrimination. Contractor agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, handicap or age, suffer discrimination in the performance of this Agreement when employed by Contractor. Contractor certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, against 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.

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

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

14. Indemnity. Contractor shall indemnify, defend, save, and hold harmless the County, its officers, agents and employees, from any and all claims, suits or actions of any nature, including claims of injury to any person or persons or of damage to property, caused directly or indirectly by reason any error, omission, negligence, or wrongful act by Contractor, its officers, agents

and/or employees arising out the performance of this agreement. This indemnity does not apply to claims, suits or actions arising solely out of the negligent acts or omissions of the County, its officers, agents or employees.

15. Insurance. Contractor shall maintain commercial general liability and property damage insurance in an amount of not less than $2,000,000 per occurrence to protect County, its officers, agents, and employees and errors and omissions insurance of not less than $2,000,000. Contractor shall provide County a certificate or certificates of insurance in the amounts described above which names County, its officers, agents and employees as additional insureds. Such certificate or certificates shall be accompanied by an additional insured endorsement. Contractor agrees to notify County immediately upon notification to Contractor that any insurance coverage required by this paragraph will be canceled, not renewed or modified in any material way, or changed to make the coverage no longer meet the minimum requirements of this Contract.

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

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

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

C. If funding becomes inadequate to allow the work to continue according to project schedule.

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

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

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

18. Ownership of Documents. All documents of any nature and/or electronic data including, but not limited to, working papers, reports, material necessary to understand the documents and/or data, drawings, works of art and photographs, produced, prepared and/or compiled by Contractor pursuant to this Agreement are the property of County, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to County all rights of reproduction and the copyright to all such documents.

19. 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 of any

permitted arbitration. The parties agree to exercise their best efforts in good faith to resolve all disputes in mediation.

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

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

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

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

24. No Third-Party Rights. This Agreement is solely for the benefit of the parties to this Agreement. Rights and obligations established under this Agreement are not intended to benefit any person or entity not a signatory hereto.

25. ENTIRE AGREEMENT. THIS AGREEMENT (INCLUDING THE CONTRACTOR'S PROPOSAL) CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREE-MENT. CONTRACTOR, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE(S) BELOW, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

DATED this _____ day of _____, 2016.

CONTRACTOR

Name:_____

By:_____

Title:_____

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By:
Henry Heimuller, Chair

By:
Anthony Hyde, Commissioner

By:
Earl Fisher, Commissioner

Approved as to form

By:
Office of County Counsel

EXHIBIT "B"

Proposal to Provide Municipal Advisory Services to Columbia County, Oregon

PiperJaffray.

SEATTLE-NORTHWEST DIVISION

Since 1895. Member SIPC and NYSE.
Piper Jaffray & Co.

PiperJaffray.

1300 SW Fifth Ave, Suite 3650, Portland, OR 97201
Tel: 503-275-8300 | Fax: 503-275-8320
Piper Jaffray & Co. Since 1895. Member SIPC and NYSE.

January 14, 2016

Ms. Jennifer Cuellar, Finance Director and Treasurer
Columbia County Finance Department
230 Strand Street
St. Helens, Oregon 97051

Dear Jennifer,

We are pleased to respond to the County's request for proposal for Municipal Advisor services. We've enjoyed the opportunities we've had to work with the County in the past, and hope to have the opportunity to assist you again in the future. What do you get when you hire Piper Jaffray?

- A firm with a **long-standing commitment to municipal finance** in Oregon. We have had an office in Portland dedicated to assisting local municipalities since 1983.

- A firm with **significant relevant experience,** reflected by past efforts with Columbia County itself, current relationships with Multnomah, Washington, Clackamas and Lane and Clatsop Counties, many Oregon cities, and virtually all school districts throughout the state, including all within the County. And this is not a one-time phenomenon - as shown in the chart to the right, over the past ten years we have been the market leader in providing municipal advisory services to Oregon local governments. We truly know the markets for Oregon government bonds.

Municipal Advisory Rankings
Oregon Local Government Transactions
2005 - 2015

Financial Advisor	Par Amount (US$ mil)	Number of Issues	Rank
Piper Jaffray & Co	**$ 3,941.1**	**133**	**1**
Western Financial Group	3,488.7	102	2
Public Financial Management Inc.	2,285.6	23	3
Ponder & Co	824.4	7	4
Kaufman Hall & Associates Inc.	248.5	4	5
Industry Total	**$ 24,027.7**	**915**	

Source: Thomson Reuters, January 12, 2016.

- A firm staffed by individuals for whom 'business hours' have little meaning – we are often at work in the evenings and on weekends. **A firm that will go the 'extra mile' for you:** we continually provide on-going pro bono guidance on bond-related matters; on PERS; on property tax reforms; and on federal and state legislative developments. Thus we know the ins and outs of Oregon issues and can immediately add value without spending time getting up to speed.

- Finally, you get a firm that brings a **team which is broad, deep and local.** Our Portland office alone has a staff of 8 individuals dedicated to Oregon public finance, 5 of whom will be assigned to this engagement. Further, our seasoned staff is balanced by a strong group of professionals at the earlier end of their careers, ensuring continuity in coverage for years to come.

In short, we believe we have a lot to offer the County. We would be thrilled to work with you and very much appreciate your willingness to consider our proposal. Although we also would be delighted to work with other area jurisdictions, we would prefer to negotiate specific agreements with each.

With best regards,

Carol Samuels

Carol Samuels
Managing Director

C. Firm Qualifications and Experience in Providing Municipal Advisory Services

Include a statement of qualifications addressing the scope of services the firm is responding to as described in this RFP. Include relevant professional credentials and registrations of individuals and/or the firm as a whole, such as registration with the SEC or MSRB.

Identify employees or principals of the firm who will work on the scope(s) of work and include a resume of the individual assigned to manage this engagement that specifically addresses relevant experience.

If consultants from other firms will be working on the project should your firm be awarded the contract, note these consultants and briefly outline their relevant expertise, education and qualifications.

Piper Jaffray & Co. ("Piper") is responding to the RFP for Municipal Advisory Services. This section provides our statement of qualifications addressing the relevant scope of services for that role.

General Background

Piper is a full service investment bank that was founded in 1895 and provides a broad set of products and services, including public finance services; equity and debt capital markets products; mergers and acquisition advisory services; institutional equity and fixed income sales and trading; equity research; and asset management services. In 2013, Piper acquired Seattle-Northwest Securities (SNW), historically the leading provider of financial advisory and underwriting services in the Pacific Northwest. Together, our two firms have created an unbeatable combination in providing the services Oregon municipalities need.

Piper has been the foremost leader in providing Municipal Advisory ("MA") services in both the State and the region for many years running. As shown in the chart in our cover letter, over the past decade we have ranked 1st in the State for provision of these services to local governments in Oregon. This experience includes serving as **MA to Clackamas, Clatsop, Lane, Multnomah and Washington Counties**, the Cities of Salem, Gresham, Hillsboro, Medford, Albany, Milwaukie, Gladstone and Hermiston, and numerous school and special districts throughout the state. We are also the leading underwriter of municipal bonds in Oregon and in the region, and have worked with **all of the school districts in Columbia County as well as the City of St. Helens in recent years.** Our experience spans transactions of every bond type and size, and includes managing competitive sales, negotiated sales and bank loans for tax-exempt, taxable, federal subsidy and tax credit issues. In other words, our experience truly runs the gamut. A full listing of our references can be supplied on request.

Piper also has one of the most experienced underwriters in the business, particularly when it comes to bonds issued in the Northwest, including serving as underwriter to Columbia County in 2006 for issuance of General Obligation Refunding Bonds and in 2002 and 2005 for the issuance of Pension Obligation Bonds. In fact, Mark Lee manages the only remaining underwriting operation located in Portland, which provides significant advantages to our municipal advisory clients. Because we are the leading underwriter in the region *and* because we have on-site expertise, we can structure bond issues with the best knowledge available. We do not have to call New York, San Francisco or Seattle to communicate with market participants; we just walk down the hall. When we recommend a bond structure, we are not guessing and keeping our fingers crossed that the market will accept a given approach; we base our advice on direct conversations with investors. In fact, institutional investors and other market participants often call us to get information on issues that affect Oregon issuers.

Piper is a registered MA with both the MSRB and the SEC. As a regulated broker-dealer, we have a long history of complying with the type of rules recently adopted for MAs including individual registration and testing requirements, extensive record keeping and contract-related requirements. Our FINRA CRD number is 665; our SEC #s are 8-15204 and 801-6063.

Our team

Piper's team is broad, deep and local. Our Portland office alone has a staff of 8 individuals dedicated to Oregon public finance, five of whom would be assigned directly to this engagement, with the others available as needed. All have significant experience with Oregon municipal finance. Further, the depth of our commitment to this area is matched by the stability of our staffing. Piper has very little staff turnover, reflecting the positive work environment in which our employees find themselves. Our Portland office, for example, has an average tenure of 13 years, with nearly half of the office having tenure of over 20 years. Perhaps more importantly, however, is the fact that our seasoned staff is balanced by a strong group of professionals at the earlier end of their careers, ensuring continuity in coverage for years to come.

What does this mean to the County? It means that we are not only knowledgeable about issues facing counties, but that we can be immediately responsive to your needs. It means that you will have access to our staff in person on as frequent a basis as needed.

Staff Resumes

The following public finance staff all work in our Portland office. The first five have been assigned directly to this engagement; however, all would be available on an as-needed basis to supplement the efforts of these individuals.

Carol Samuels
Managing Director
(503) 275-8301
carol.e.samuels@pjc.com

A mainstay in the Oregon municipal finance arena, Carol has assisted Oregon local governments on financings of every type and description, traditional and non-traditional alike over more than a quarter century. She worked with Columbia County on its 2006 General Obligation Refunding bond issue and both issues of Pension Obligation Bonds in 2002 and 2005. She also currently serves as municipal advisor to Multnomah, Clackamas, Washington, Clatsop and Lane Counties, Metro, Portland Public Schools, and the Cities of Hillsboro, Gresham, Albany, Salem and Medford. Finally, she has significant experience with school districts throughout the State, including all of the school districts within Columbia County.

In recent years, Carol has become an acknowledged expert on PERS. She offers workshops and training to municipal officials on the dynamics of PERS, provides advice on actuarial valuations, and has assisted with consideration of legislative initiatives and administrative actions. She has organized an employer network and has also worked with PERS to establish a standing Employer Advisory Group.

Carol is frequently called upon to serve on commissions and boards. Among other such activities, she currently chairs the OGFOA Emerging Issues Committee and is an active member of the Education Committee. She ended a four year term on the State Infrastructure Finance Authority last year. She is a frequent presenter for, and former board member of, both OGFOA and OASBO, and was presented with the OGFOA (OMFOA) Outstanding Contribution to Public Finance award in 2002. She is also a former Commissioner on the Multnomah County Tax Supervising and Conservation Commission. During the 1997 Legislative Session, Carol served as the tax and finance lobbyist for the League of Oregon Cities, during which time she represented cities in the drafting of Measure 50. As such, she has a strong understanding of the property tax system and other financing options for local governments.

Prior to joining Piper, Carol worked in the Public Finance Departments of U.S. Bank, and Donaldson, Lufkin and Jenrette in New York. She also worked as a financial analyst for the Metropolitan Transportation Authority in New York City, and as a lobbyist for the Governor of New Jersey in Washington D.C. She received

her MBA degree from the Yale School of Organization and Management and her BA from Tufts University. She holds Series 7 and Series 52 securities licenses.

John Peterson
Senior Vice President
(503) 275-2865
john.d.peterson@pjc.com

John Peterson joined Piper Jaffray in 2005. He has worked in the public finance industry since 2003 and began serving the public and not-for-profit sectors in 1993. In terms of banking focus, John can best be categorized as a generalist having worked for Oregon clients ranging from Deschutes and Jackson Counties; the Cities of Hood River, Corvallis, Salem and Tigard; Tillamook and Medford School Districts; and various institutions of higher education. Additionally, John has worked with various Counties, Cities, School Districts, Special Districts and higher education clients in Washington and Utah. This diversity has provided Peterson with a broad base of experience that includes all types of general obligation and revenue supported debt, variable rate demand bonds, negotiation of letter of credit facilities and special revenue projects.

Over the course of his career, John has been responsible for managing and marketing more than $2 billion of tax-exempt and taxable municipal bonds.

John holds a bachelor's degree from Brigham Young University and a Master of Business Administration degree from the Wharton School of Business. He holds Series 7, 52, 53 and 63 securities licenses.

Brendan Watkins
Associate
(503) 275-8307
brendan.p.watkins@pjc.com

Brendan Watkins joined Piper in 2014. He focuses on financial modeling, debt structuring and related analyses for local governments and school districts in the Pacific Northwest. Brendan joined the Piper team after spending two years with Wedbush Securities serving in a similar capacity. Prior to working in public finance, Brendan spent five years covering the financial technology and construction products/materials industries for the Equity Capital Markets group of D.A. Davidson. He was appointed by the Governor in February 2013 to serve as a member of Multnomah County's Tax Supervising and Conservation Commission. Brendan graduated from the University of Oregon with a BS in Economics and holds a Series 7 securities license.

Diana Schweitzer
Investment Banking Assistant
(503) 275-8305
diana.r.schweitzer@pjc.com

Diana Schweitzer joined Piper in 2005. She assists in the preparation of official statements and rating presentation materials, and completes financial analyses for Municipal Advisory and underwriting clients. Prior to joining Piper, Diana was a reporter at the Canby Herald, where she covered school districts, business, and governmental affairs for the communities of Canby and Aurora, Oregon. She graduated from Washington State University Vancouver in 2003 with a BA in Humanities and with a Certificate of Professional and Technical Writing.

Mark Lee
Underwriter
(503) 275-8344
mark.j.lee@pjc.com

Mark Lee manages Piper's Northwest underwriting desk and has primary responsibility for municipal underwriting and trading of the issues sold in the Northwest. He is the only underwriter serving out of Portland, and has underwritten more Oregon issues than any other underwriter. Mark organizes the sales team efforts, coordinates underwriting activities with syndicate and selling group members and consults with the firm's public finance investment bankers on ratings, bond insurance and bond structuring analyses.

As a resource in financial advisory relationships, Mark provides direct insights regarding changing market preferences, structuring impacts and costs, and potential market reception. For example, in a negotiated

transaction, Mark brings his detailed knowledge of the market and buyers to negotiate the best possible pricings terms with the underwriter on behalf of the County. Mark has been an underwriter since 1991. He is a graduate of Colorado College and formerly worked in Chicago with a major municipal bond broker. He holds Series 7, 24 and 62 licenses.

Lauren MacMillan
Vice President
(503) 275-8302
lauren.m.macmillan@pjc.com

Lauren MacMillan has nine years of experience in working with municipal entities on financing. She currently serves as Municipal Advisor to Portland Public Schools, Bend School District and Eugene School District and was the mastermind of several complex financing structures for all three of those Districts. She has developed considerable expertise in assisting jurisdictions meet their continuing disclosure obligations and has sponsored numerous hands-on workshops with jurisdictions on this topic.

Lauren is genuinely committed to Oregon's public finance community. She has presented at many conferences on a variety of topics, including refundings, bond basics, local option and hot topics in bonds. She currently serves on the Professional Development Committee for the Oregon Association of School Business Officials (OASBO) and the Hospitality Committee and Developing Professionals Committee for the Oregon Government Finance Officers' Association (OGFOA).

Prior to joining Piper, Lauren was a public finance associate with Stone & Youngberg LLC in Phoenix, Arizona. She graduated summa cum laude from the University of Arizona with a BS in Finance and a BA in French. She holds her Series 52 and 63 securities licenses.

Alex Bowers
Associate
(503) 275-8308
Alexander.J.Bowers@pjc.com

Alex Bowers joined Piper Jaffray in 2015. He focuses on financial modeling, debt structuring and related analyses for municipalities in the Pacific Northwest. He performs analyses of bond issue structuring options, levy rate impacts and refunding opportunities. Alex assists with the review of official statements, credit analyses, rating presentations and credit enhancement strategies, and arranges closing activities. Prior to joining Piper, Alex spent two years with Performance Trust Capital Partners as an investment banking analyst in the Financial Institutions Group. In that capacity, he primarily covered Pacific NW depository institutions with a focus on mergers and acquisitions, capital raising and strategic planning. Alex graduated from the University of Chicago with a BA in Political Science and Psychology and holds Series 7, 63 and 79 securities licenses.

Other Consultants

No consultants external to the firm will be utilized for this engagement. Other Piper personnel with specific expertise may be utilized as needed.

D. Proposal to Provide Requested Services

Clearly identify which of the seven professional services area(s) is included in this proposal and the services associated with each one.

For each service area, the proposal shall provide a complete list of services the proposer is offering to provide and how the services will be provided. For each project, outline relevant timelines, the level of effort needed for County staff participation at different stages, information or documents needed to complete your work, etc.

As noted in Section III: Scope of Services, each service area should include the three common services and considerations.

Proposers shall clearly identify any information in their proposals they consider to be trade secrets under Oregon or Federal law. Columbia County is required to comply with the Oregon Public Records Act. To the extent allowed by Oregon law, in the County's sole discretion, the County will maintain the confidentiality of trade secrets.

As noted previously, **Piper is proposing to serve the County as Municipal Advisor.** This section shall review the scope of services associated with that position.

Methodology for Providing Services - Piper Philosophy. In order to ensure that the County receives a level of service that is not only of the highest quality, but matches *your* specific needs and circumstances, Piper is guided by the following key principles:

- **Be Available Whenever and as Often as Necessary.** When you need us, we are ready, willing and able to assist, often in person. We are able to offer this kind of commitment both because of the priority we have placed on serving Oregon municipalities, and due to the significant depth of personnel we have in our Portland office.
- **Listen, Don't Tell.** We listen to our clients, we don't impose our point of view. We give you our direct advice, but you are the decision maker and we fully support your decision.
- **Don't Over-Complicate.** We pride ourselves on not "over-complicating" problems such that they take more of your time than is really necessary. Every municipal official has more to do than the hours to do it. We pledge to give you full information and advice about the necessary level of involvement of County staff. Then you can decide how much involvement you prefer.
- **Be on Time.** Timeliness has two facets: one is a commitment to meeting a predetermined timetable; the other is being realistic in setting the timetable in the first place. Our ability to do both is a reflection of the overall depth and quality of our public finance staff. The number of personnel enables us to have great responsiveness to individual clients; the experience of our staff prevents us from over-promising on meeting deadlines. What this means for you is that once a schedule is set, we make sure it is followed.

Plan for Providing Services. If we were retained as the County's municipal advisor, our first step would be to get together and discuss your specific needs and desires. For example, there is a possibility that the County could refinance several of its outstanding obligations (including the 2000 and 2004 OED SPWF Loans (West Rainier and roads projects) plus the OECDD Loan (solid waste transfer station)) and obtain savings in debt service expenses. Do the refinancings make sense to pursue given the anticipated savings and the workload on County staff? What other capital needs does the County have, and could the refinancings be used strategically in an overall plan of finance? What policies does the County have regarding debt financings, and

are they appropriate to meet the County's needs, or are revisions desirable? These are the types of issues we would discuss with County staff to ensure your financial needs are met.

More specifically, following is an itemization of the types of services we provide for bond financings and to meet general financial needs.

Bond-Related Services. For bond-related services we would anticipate providing the following services:

- **Coordination of Financing.** We see ourselves as equivalent to the "captain" of the financing team, the one who organizes the different service providers on behalf of the County (bond counsel, underwriters, paying agents, rating agencies, etc.) and ensure that all the necessary steps occur as efficiently and smoothly as possible. Coordination activities include drafting a detailed schedule of events, organizing conference calls, creating term sheets, overseeing disclosure documentation, managing the ratings process, etc.
- **Numerical Analysis and Issue Structuring.** Piper has developed proprietary programs that enable us to model multiple structuring options and provide quick and accurate assessments of cost for the County, including impacts on taxpayers, ratepayers, or other sources.
- **Assistance with Preparation and Review of Documents.** We assist the County and its bond counsel to prepare authorizing documentation, indentures, trust agreements, financing RFPs and term sheets, as appropriate to the transaction.
- **Official Statement Oversight.** Our office has extensive infrastructure in place for the preparation of disclosure documents (called "official statements" in the municipal bond industry) which makes the completion of these County documents much easier and the quality control significantly higher. In addition to databases of revenue sources, property tax and pension information, we have established templates for various security types.
- **Recommendation on Method of Sale.** We explore the choices between competitive and negotiated sales and public sales vs. private placements and make a recommendation as to the best course of action.
- **Ratings Analysis and Presentations.** We prepare all ratings documents, coordinate rating presentation schedules, and host preparatory sessions for County officials to review anticipated questions.
- **Management of Sale.** For a competitive sale, Piper will develop appropriate bid parameters for the Notice of Sale to ensure the most aggressive bid while maintaining needed flexibility on structuring. We will arrange for the sale to be advertised and bids "opened" via online bidding, which includes the old-fashioned, but critical contacting of all potential bidders by telephone in advance of the sale to ensure awareness and generate enthusiasm. We will then coordinate with the ultimate winner of the bid to ensure the deposit of good faith amounts, finalizing of the official statement, arranging the wiring of funds and ensuring closing specifications are handled smoothly and correctly.

  For a negotiated sale, we will assist the County in selecting the underwriter, including drafting an RFP and reviewing responses. Once the underwriter has been selected, we will work on behalf of the County to negotiate the most cost-effective transaction possible given the County's priorities and parameters.
- **Miscellaneous.** Following a bond sale, Piper can provide assistance in complying with any arbitrage rebate requirements, in complying with secondary market disclosure requirements; in monitoring your issues for refinancing opportunities; and in monitoring national and state legislative developments that may affect your debt.

Other Services. As the largest public finance firm in the Pacific Northwest, Piper has many additional resources to bring to an engagement with the County:

- **Policies and Best Practices.** We have assisted multiple clients with the development of debt-related policies and other financial planning policies. For better or worse, Oregon's legal framework restricts local governments on certain types of debt, on debt mechanisms such as derivatives or swaps, investments, advance refundings and other various issues, so jurisdictions already have a natural framework for managing their financial operations. We can continue to assist the County with refining policies, where appropriate, to strengthen its financial management practices both in keeping with GFOA guidelines and reflecting the local context. We recently assisted Multnomah County in thinking through its debt policies. We also helped the Hillsboro Utilities Commission in adopting Financial Policies and Guidelines for Water Rate Setting including such issues as bond reserves, rate stabilization funds, debt issuance and use of SDCs to pay debt service. Piper was also involved in drafting both the League of Oregon Cities Debt Issuance Manual and the Oregon School Boards' Association Bond Manual, which serve as resources for local officials on public finance and debt issues in Oregon.
- **Specialty Expertise.** Piper has a large number of professionals who specialize in highly technical fields and offer unusual skill sets. For example, we have dedicated specialists in housing, transportation, health care and energy finance. We have a dedicated private placement desk that specializes in such placements, and assists many of our clients in placing debt to financial institutions outside of the local area that are eager to buy municipal bonds. We also have the only remaining underwriter operating out of Portland, who is responsible for more underwriting activity for Oregon municipalities than any other individual. Because he is in the market on a daily basis, he has a keen understanding as to how investors perceive offerings from Oregon jurisdictions. Together, these professionals can help guide the County through any situations that arise in these key areas.
- **PERS Consulting.** In recent years, Piper has become an acknowledged expert on PERS-related information. We offer workshops and training to staff and elected officials on the dynamics of PERS, provide advice on actuarial valuations, assist with consideration of legislative initiatives, assist with evaluating the implications of recent Court rulings, and help issuers consider whether pension obligation bonds are an appropriate tool to defray increasing costs. We have organized an employer network and assisted PERS in developing a standing Employer Advisory Group. Specific services we could offer in this area include:
    - Reviewing and understanding the recently released 2014 PERS valuation and the related implications of the Supreme Court's Moro decision on PERS rates in the 2017-19 biennium;
    - Discussing potential options for managing these payroll rate increases;
    - Developing training materials and holding workshops for County staff on PERS and other subjects, at the County's request;
- **Legislative Assistance.** Piper has been at the forefront of Oregon legislative efforts associated with local government finance. As noted above, we have been one of the key players in PERS-related legislation in recent years, and are currently working with the League of Oregon Cities (LOC) on property tax reform legislation. We historically have also been involved in revisions to debt statutes and working on urban renewal-related legislation. Our staff has extremely strong contacts in Salem at the legislative, administrative, and association (OGFOA, LOC, AORA, AOC, SDAO, OSBA) level. Finally we retain the lobbying assistance of Nicole Palmateer Hazelbaker, an individual with a substantial municipal finance background who provides our "window" on what is happening in the legislative arena, and is available to help clients meet their needs.

- **Investment Services.** As one of the leading brokers in the Northwest, Piper has a full service investment group that can assist municipalities with investments of both operating and capital funds. The Piper team works closely with multiple Oregon jurisdictions, and has developed innovative and customized portfolio solutions that match each entity's specific needs.
- **Escrow Bidding.** Piper has one of the premier groups in the Country providing escrow bidding services for refundings, a highly specialized service. We have developed a proprietary bidding web site that allows us to control the entire bidding process and provides for the dissemination of documentation, immediate feedback on requirements from potential bidders, and the receipt of firm bids from providers.

E. Service Related References and Recent Experience

Describe relevant experience and any current client list for the relevant professional service areas included in this proposal. Success in establishing programs in the relevant financial service area or results achieved when carrying out similar projects for other local government jurisdictions is of particular interest.

A reference list with contact information of at least three Oregon local governments is requested.

Financial Advisory Experience. Piper is the leading provider of financial advisory services in the region and serves jurisdictions of all sizes and complexity. As mentioned previously, we currently have a significant number of financial advisory relationships in Oregon, including Clackamas, Clatsop, Lane, Multnomah and Washington counties. As the leading underwriter in the State, we also have served as underwriter to most of the other counties in Oregon, including Columbia County itself and Benton, Coos, Jackson, Josephine, Deschutes, Gilliam, Grant, Hood River, Klamath, Linn, Malheur, Marion, Umatilla, Wasco and Yamhill Counties. Our experience spans transactions of every bond type, including general obligation bonds, full faith and credit obligations, revenue bonds, urban renewal bonds and short term notes. We have completed financings ranging in size from under $500,000 to over $900,000,000. We have arranged competitive sales, negotiated sales and bank placements for tax-exempt, taxable, federal subsidy and tax credit issues. In other words, our experience truly runs the gamut.

Financial Advisor Plus. So, as identified above, we have substantial financial advisory experience and staff resources that allow us to deliver both high quality analyses and innovative ideas to our clients. To us, however, a more relevant question to consider is not *whether* Piper has the experience to help the County with its bond financing needs, but *why* so many municipalities have chosen to work with us again and again. Our short answer: our expertise is not limited to simply understanding how the bond market works. Most firms can help the County assemble a disclosure document and structure a bond issue to take maximum advantage of federal tax rules. Additionally, many firms can propose 'innovative' ideas that look good on paper.

What sets us apart is that we combine such expertise with specific and detailed knowledge of local finance issues that go far beyond the narrow focus of the bond market. We are experts in the overall tax and fee systems under which the State and local governments operate, and have participated in many task forces aimed at revising some elements of that system. We have a keen understanding of the urban renewal system in this State borne, in part, from our experience in drafting and lobbying the original legislative framework developed in the advent of Measure 50. We also have significant expertise in the inner workings of the PERS system, and are often called upon by municipalities to answer questions ranging from explaining the contents of their valuation to troubleshooting potential legislative and administrative proposals. This multi-faceted experience allows us to present analyses and ideas to our clients that go beyond the theoretical to concepts that actually *work* to add value to your situation. This means we will not present the latest 'fad' in finance to you unless it makes sense for your situation. We are thoughtful, yet practical in our approach.

Our staff prides itself on being actively involved in the community, and therefore, we have notable experience in local organizations of direct consequence to our clients. For example, Carol Samuels just finished a four year term on the State's Infrastructure Finance Authority (under OBDD) in which she assisted in revamping rules associated with making loans to local governments. She is also the current chair of OGFOA's Emerging Issues Committee, and an active member of the Education Committee. She serves on LOC's Finance and Tax Committee, where she has assisted committee members with recommending changes to Measure 50 regarding property valuation and local option compression. Previously, she served for seven years as a commissioner on the Multnomah County Tax Supervising and Conservation Commission (TSCC). She was also appointed by the Governor to the current School Facilities Task Force. Lauren MacMillan is an active member of the Hospitality Committee for OGFOA and the Professional Development Committee for OASBO. Brendan Watkins is a current member of TSCC's board.

Following are summaries of select MA relationships who can attest to the quality of service we provide. Please feel free to contact any of the individuals below. Additional references can be supplied upon request.

Washington County and Housing Authority of Washington County
Mary Gruss, Chief Financial Officer
(503) 846-8471 – mary_gruss@co.washington.or.us

We have served as Financial Advisor to the County since 2007, during which time we've assisted on multiple transactions including General Obligation Bonds, Full Faith and Credit transactions and refundings. Currently, we are assisting the County with two transactions: a full faith and credit refinancing, and a General Obligation bond to be placed on the May 2016 ballot for the 800 Radio Group regional project. We also recently assisted the Housing Authority of Washington County ("HAWC") with a partnership with a private developer to build a 236-unit affordable housing project in Beaverton. As advisor, Piper reviewed partnership and transaction documents, evaluated the developer's financial analysis to insure the terms of the business deal were equitable, and provided bond and tax counsel with yield calculations to comply with IRS regulations.

Multnomah County
Mark Campbell, CFO
(503) 988-3312 – mark.campbell@multco.us

We have served as Municipal Advisor to Multnomah County since 1992, assisting the County with transactions of all shapes and sizes. Most recently, we assisted the County with obtaining financing for the Sellwood Bridge, the East County Courthouse and refinancing outstanding GO debt. We are currently working to determine options for financing their share of the costs associated with the replacement of the Multnomah County Courthouse, as well as financing a new Health Department Headquarters. During the course of our relationship, we assisted the County in obtaining a ratings upgrade from Moody's Investors Service to the elite "Aaa" status. In total, we have served as MA on 30 transactions totaling $1 billion.

Clackamas County
Marc Gonzales, Chief Financial Officer
(503) 742-5400 – marcgon@co.clackamas.or.us

The Piper team has served as Municipal Advisor to Clackamas County since 2000. In the past five years, we have worked on multiple full faith and credit transactions as well as several refundings. We are currently working with the County on the Clackamas 800 Radio Group regional project that is anticipated to lead to a General Obligation bond to be placed on the May 2016 ballot.

Lane County
Mike Barnhart, Financial Services Manager
(541) 682-4199 – michael.barnhart@co.lane.or.us

Piper has worked with the Lane County since 2000. Our most recent work included an analysis of the benefits of entering into a Qualified Energy Conservation Bond with the state. We have also been asked to help the County evaluate the potential benefits/disadvantages of a convention and meeting center in Springfield.

Metro
Tim Collier, Director of Finance and Regulatory Affairs
(503) 797-1913 – tim.collier@oregonmetro.gov

We have served as Municipal Advisor to Metro since 2006. Since that time, we have assisted Metro with GO financings for open space and zoo-related projects, refinancing and restructuring transactions to ensure levy rate targets were met, coordinating Build America Bond transactions, and assisting with rating presentations and related materials such that Metro was able to obtain "double triple" status, or ratings of Aaa/AAA, in 2007. We also assisted Metro with the issuance of Pension Obligation Bonds. Recently, Piper has been working with Metro on financing a Convention Center Hotel.

City of Albany
Stewart Taylor, Finance Director
(541) 917-7534 –Stewart.Taylor@cityofalbany.net

The Piper team has maintained a relationship with the City of Albany since 1991. We have completed market sales of general obligation bonds, water system revenue bonds, sewer revenue obligations, urban renewal bonds and other interim financings and bank placements over the years. In the past few years, we have worked with the City's redevelopment agency to finance projects within the Central Albany Revitalization Area and assisted with a refinancing in 2013. Most recently, we assisted the City with the issuance of a GO bond.

City of Hillsboro
Suzanne Linneen, Finance Director
(503) 681-6404 – suzanne.linneen@hillsboro-oregon.gov

Our relationship as the City of Hillsboro stretches back to 1997. We have assisted the City with the issuance of over $82 million of full faith and credit obligations, water revenue bonds, Recovery Zone Bonds issued under the federal stimulus act, and limited tax assessment bonds via both market sales and bank placements. In 2012 we helped the City finance the stadium improvements necessary to bring the Hillsboro Hops baseball team to the area, finance improvements to the city libraries, and refinance water system revenue bonds and full faith and credit obligations. We have also given educational presentations on Oregon's property tax system and on PERS to the City Council and other community groups.

Medford and Medford Urban Renewal Agency
Alison Chan, Finance Director
(541) 774-2030 – alison.chan@cityofmedford.org

We have served the City of Medford and its urban renewal agency since 1999. During that time, we have worked on 20 different financings, including general obligation, revenue, urban renewal and full faith and credit transactions. Most recently, we assisted the City with the financing of

a new Police headquarters building and major renovation of several fire stations, as well as park improvements. Although the financing was secured by the full faith and credit of the City, it is also secured by a City Public Safety Fee and a Car Rental Fee such that the financing is designed to be self-supporting. In this effort, we assisted the City in developing the appropriate cash flow models to determine the feasibility of this repayment approach.

City of Salem
Sandra Montoya, Deputy Finance Director
(503) 588-6010 – smontoya@cityofsalem.net

Piper has worked with the City of Salem since 1993. During that time, we have assisted the City on a wide range of projects from new issue General Obligation Bonds and Water/Sewer Revenue Bonds, to refundings, urban renewal financings, LIDs, lines of credit, bank placements and other borrowing facilities. We also assisted the City in implementing a commercial paper program in 2007 and in 2008, amidst significant market disruption, we assisted the City's water and wastewater utility system to achieve a ratings upgrade. In 2012, we helped the City refinance $63 million of Water and Sewer Bonds, which contained both taxable and tax-exempt elements. Most recently, last year we worked with the City on a street and bridges General Obligation bond, which was the last increment of an authorization received in 2008, and a $1.5m URA Bond.

Portland Public Schools
David Wynde, Deputy Chief Financial Officer & Budget Director
(503) 916-3011 – dgwynde@pps.net

Piper has worked with PPS since the mid-1980s. Our experience includes assisting with the issuance of hundreds of millions of dollars of General Obligation Bonds, Full Faith and Credit issues, PERS Obligations and Tax Anticipation Notes. We also assisted the District with navigating the market for New Markets Tax Credits for the Rosa Parks Elementary School and with the issuance of federally subsidized Recovery Zone Economic Development Bonds.

Most recently we have assisted the District with its innovative issuance plan for the $482 million GO bond authorization which received voter approval in 2012 for new schools, renovations and seismic expenditures. The District opted for a complicated multiple issuance structure in order to maintain a certain levy rate and maximize opportunities for future authorizations. This structure necessitates complex cash flow modelling such that future bond issues can be layered on top of existing ones without violating the levy rate target. We worked on the second tranche of bonds this past spring and have begun to analyze a new bond authorization for 2016. PPS issued GO Bonds in May 2013 and April 2015.

F. Cost Proposal

A cost proposal, including hourly rates and incidental expenses (e.g., travel) required to carry out the work described. Make your best estimate as to the hours needed at what hourly rate level to carry out the specified scope of work.

Some service areas are on-going in nature while others have a beginning and end. Please clarify your firm's understanding of this issue in its cost proposal. It may make sense to propose a total cost or not-to-exceed amount anticipated for a particular deliverable as opposed to an hourly rate. For example, the Investment Advisor scope may require an estimate of a range or hours needed to do the one-time start-up work and separately estimate hours needed to assist the County staff in managing the investment program on an on-going basis.

Clearly identify which hourly rates pertain to which scope(s) of works being responded to by this proposal. The hourly rates must be in effect for at least the first two years of the contract. Proposals should describe how rate increases will be proposed and history of rate increases in the last two years.

Please identify in this section if your firm will opt in to extend pricing, terms and conditions to other local government or special district jurisdictions.

Debt-Related Fees.
Although we have provided hourly fees below, we find that many of our clients prefer fixed fee charges for bond-related activities. In a fixed fee regime, the County would incur no costs if a transaction does not proceed. While this format does expose Piper's team to some risk that work will not be compensated, we are comfortable with that level of risk given our understanding of types of activities the County contemplates.

We have therefore provided a proposal on a fixed fee basis for bond-related tasks. For all other tasks, we support the notion of hourly billings, and that is provided below. To the extent the County would prefer to have all activities billed on an hourly basis, the table provided below would apply to both categories.

Our proposed bond fees will be as follows:

- **General Obligation Bonds** – a base fee of $30,000 per bond issue plus $0.15 per $1,000 of principal issued.
- **Full Faith & Credit Obligations (general fund secured)** – a base fee of $30,000 per obligation issue plus $0.25 per $1,000 of principal issued.
- **Revenue Bonds (includes FFCO with additional revenue pledge)** – a base fee of $35,000 per bond issue, plus $0.25 per $1,000 of principal issued.
- **Pension Bonds** – a base fee of $50,000 per bond, plus $0.50 per $1,000 of principal issued.
- **Bank Placement** – To the extent any of the transactions identified above are placed directly with a bank, the fee will be $25,000 per issue.
- **Refunding Issue** – increase of $7,500 per base fee listed above.

Non-Debt Fees. For services provided that are not related to an issuance of debt by the County, we propose the following hourly rates:

Officers:	$295
Associates/Analysts:	$275
Administrative support:	$200

Incidental Expenses. Piper would expect to be reimbursed at cost for reasonable and necessary out-of-pocket expenses, including such items as overnight delivery, courier fees, and out of the area travel undertaken at the County's request. These fees have typically been negligible in recent years.

After the first two years of the contract, hourly fees set forth above shall be subject to annual adjustment by the CPI index.

Although we would be delighted to work with other area jurisdictions, we would prefer to negotiate specific fee agreements with each jurisdiction.

G. Statement of Assurance

Provide a statement of assurance that your firm is not currently in violation of any regulatory agency rules or, if in violation, that the violation does not have a material adverse effect on your ability to perform under the proposed contract.

Provide a statement of assurance that your firm has reviewed the sample contract and is prepared to sign the contract in that form or has provided proposed changes to the terms and conditions found in the sample contract.

Due to the nature of our business, we are involved in a variety of on-going legal proceedings. These proceedings include litigation, arbitration and regulatory proceedings, which may arise from transactional activity, regulatory examinations of our businesses and investigations of securities industry practices by governmental agencies and self-regulatory organizations. The securities industry is highly regulated, and the regulatory scrutiny applied to securities firms has increased dramatically in recent years, resulting in a higher number of regulatory investigations and enforcement actions and significantly greater uncertainty regarding the likely outcome of these matters.

Our Form 10-K as filed with the Securities and Exchange Commission requires disclosure of any material legal proceedings, including regulatory proceedings, and we are unable to provide information on any pending or completed investigation not disclosed within our Form 10-K. Any and all completed regulatory investigations that result in a material disciplinary action, including fines, suspensions or other significant undertakings or limitations are also publicly reported to the Financial Industry Regulatory Authority (FINRA). For more information, please refer to Piper Jaffray's Form BD filed with FINRA. You can request electronic delivery of the relevant sections of a Company's Form BD by accessing the Regulatory Systems page of FINRA's website at: http://www.finra.org/Investors/ToolsCalculators/BrokerCheck/.

Piper has no reason to believe that current and past regulatory matters or litigation will affect in any way our ability to provide the services contemplated by this RFP. Further, none of the personnel that will be involved in this engagement have been subject to civil or criminal litigation or investigation related to business practices during the last five years.

Contract Provisions

We have reviewed the sample contract and find it largely acceptable. However, if Piper is viewed to be the most qualified respondent to the County's Municipal Advisor request for proposal, we request the opportunity to work with your legal team in good faith to negotiate mutually satisfactory indemnity provisions that apportions legal risk appropriately.

H. Insurance

Contractor is to provide a certificate of insurance demonstrating current coverage for liability in the amount of $2,000,000; and Errors and Omissions coverage in the amount of $1,000,000. The Certificate of Insurance is to name Columbia County, its agents, officers and employees as additional insureds and shall be accompanied by an additional insured endorsement.

We have the following comments on the insurance provision provided in Section 15 of the Contract:

Proposed Changes/Clarifications: Piper maintains a $1 million occurrence Commercial General Liability. Additional limits are available under the firm's Umbrella policy. Further, the Commercial General Liability policy protects Piper as the Named Insured. The County is included as an additional insured. Also, the Errors and & Omissions policy would not name the County as an additional insured. Finally, the firm provides blanket additional insured coverage where required by contract. An endorsement specific for the County would not be issued.

EXHIBIT C TO PERSONAL SERVICES CONTRACT (ORS Chapter 279B)
By and between PIPER JAFFRAY & CO and
COLUMBIA COUNTY, OREGON for Municipal Advisory Services

I. Scope of Services.

(A) ***Services to be provided.*** Contractor is engaged by the County to provide services as a Municipal Advisor with respect to the planned issuance of the County's bonds to be identified from time to time pursuant to a written notice to Contractor (the Issue(s)). The Scope of Services are generally as described in Exhibit "A" respecting the duties of a Municipal Advisor, and subject to the limitations described below. In addition, you agree to provide written notice with respect to specific projects or Issues of bonds as described in Section 1 of this Agreement.

II. Limitations on Scope of Services. The Scope of Services are subject to the following limitations:

The Scope of Services is limited solely to the services described herein and are subject to limitations set forth within the descriptions of the Scope of Services. Any duties created by this Agreement do not extend beyond the Scope of Services or to any other contract, agreement, relationship, or understanding of any nature between the County and the Contractor.

Unless directed by you in writing, the Scope of Services does not include acting as your dissemination agent with respect to any continuing disclosure agreement under SEC Rule 15c2-12 related to a bond issue.

The Scope of Services does not include tax, legal, accounting or engineering advice with respect to any Issue or in connection with any opinion or certificate rendered by counsel or any other person at closing and does not include review or advice on any feasibility study.

As noted in the Scope of Services, for any publicly sold bond issue, Contractor will assemble the preliminary and final official statement from information received from you, third parties and your agents, such as bond counsel. Contractor will rely on you to provide us with accurate and complete information, access to relevant personnel and agents, and your final approval to the distribution and use of the preliminary and final official statements to carry out these duties. In addition you agree to allow us to rely on any opinion or representation of you or your counsel as to the accuracy or completeness of the preliminary and final official statement.

III. IRMA Matters. If the County has designated Contractor as its independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption"), the extent of the IRMA exemption is limited to the Scope of Services and any limitations thereto. Any reference to Contractor, its personnel and its role as IRMA in the written representation of the County contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B) is subject to prior approval by Contractor and County agrees not to represent, publicly or to any specific person, that Contractor is County's IRMA with respect to any aspect of the issuance of municipal securities, or with respect to any issuance of municipal securities, outside the Scope of Services without Contractor's prior written consent.

IV. Contractor's Regulatory Duties When Servicing the County. MSRB Rule G-42 requires that Contractor undertake certain inquiries or investigations of and relating to the County in order for Contractor to fulfill certain aspects of the fiduciary duty owed to the County. Such inquiries generally are

triggered: (a) by the requirement that Contractor know the essential facts about the County and the authority of each person acting on behalf of the County so as to effectively service the relationship with the County, to act in accordance with any special directions from the County, to understand the authority of each person acting on behalf of the County, and to comply with applicable laws, regulations and rules; (b) when Contractor undertakes a determination of suitability of any recommendation made by Contractor to the County, if any or by others that Contractor reviews for the County, if any; (c) when making any representations, including with regard to matters pertaining to the County or any Issue; and (d) when providing any information in connection with the preparation of the preliminary or final official statement, including information about the County, its financial condition, its operational status and its municipal securities or municipal financial products.

County agrees to cooperate, and to cause its agents to cooperate, with Contractor in carrying out these duties to inquire or investigate, including providing to Contractor accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties.

V. Required Disclosures. MSRB Rule G-42 requires that Contractor provide you with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in Contractor's Disclosure Statement attached as Exhibit D to this Agreement.

VI. Official Statement. County acknowledges and understands that state and federal laws relating to disclosure in connection with municipal securities, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to County and that the failure of Contractor to advise County respecting these laws shall not constitute a breach by Contractor or any of its duties and responsibilities under this Agreement. County acknowledges that any Official Statement distributed in connected with an issuance of securities are statements of County and not of Contractor.

EXHIBIT D – DISCLOSURE STATEMENT

Municipal Securities Rulemaking Board Rule G-42 (the Rule) requires that Contractor provide you with the following disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Accordingly, this Exhibit D provides information regarding conflicts of interest and legal or disciplinary events of Contractor required to be disclosed to pursuant to MSRB Rule G-42(b) and (c)(ii).

(A) ***Disclosures of Conflicts of Interest.*** We are making the following disclosures with respect to material conflicts of interest in connection with the Scope of Services under the Agreement, together with explanations of how we address or intend to manage or mitigate each conflict. To that end, with respect to all of the conflicts disclosed below, we mitigate such conflicts through our adherence to our fiduciary duty to you in connection with municipal advisory activities, which includes a duty of loyalty to you in performing all municipal advisory activities for County. This duty of loyalty obligates us to deal honestly and with the utmost good faith with you and to act in your best interests without regard to our financial or other interests. In addition, as a broker dealer with a client oriented business, our success and profitability over time is based on assuring the foundations exist of integrity and quality of service. Furthermore, Contractor's supervisory structure, utilizing our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of Contractor potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

Compensation-Based Conflicts. Certain of the fees due under the Agreement are based on the size of the Issue and the payment of such fees is contingent upon the successful delivery of the Issue. While this form of compensation is customary in the municipal securities market, this may present the appearance of a conflict or the potential for a conflict because it could create an incentive for Contractor to recommend unnecessary financings or financings that are disadvantageous to County, or to advise County to increase the size of the issue. We believe that the appearance of a conflict or potential conflict is mitigated by our duty of care and fiduciary duty and the general mitigations related to our duties to you, as described above.

Certain of the fees due under the Agreement are based on hourly fees of Contractor's personnel, with the aggregate amount equaling the number of hours worked by such personnel times an agreed-upon hourly billing rate. This form of compensation presents the appearance of a conflict or a potential conflict of interest if County and Contractor do not agree on a reasonable maximum amount at the outset of the engagement, because Contractor does not have a financial incentive to recommend alternatives that would result in fewer hours worked. This conflict of interest is mitigated by our duty of care and fiduciary duty and general mitigations related to our duties to you, as described above.

Transactions in County's Securities. As a municipal advisor, Contractor cannot act as an underwriter in connection with the same issue of bonds for which Contractor is acting as a municipal advisor. From time to time, Contractor or its affiliates may submit orders for and acquire your securities issued in an Issue under the Agreement from members of the underwriting syndicate, either for its own trading account or for the accounts of its customers. Again, while we do not believe that this activity creates a material conflict of interest, we note that to mitigate any perception of conflict and to fulfill Contractor's regulatory duties to County, Contractor's activities are engaged in on customary terms through units of Contractor that operate independently from Contractor's municipal advisory business, thereby eliminating the likelihood that such investment activities would have an impact on the services provided by Contractor to you under the Agreement.

(B) ***Disclosures of Information Regarding Legal Events and Disciplinary History.*** The Rule requires that all municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to a County's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel. Accordingly, Contractor sets out below required disclosures and related information in connection with such disclosures.

I. Material Legal or Disciplinary Event. There are no legal or disciplinary events that are material to the County's evaluation of Contractor or the integrity of Contractor's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC.

II. Most Recent Change in Legal or Disciplinary Event Disclosure. Contractor has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.

(C) ***How to Access Form MA and Form MA-I Filings.*** Contractor's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at http://www.sec.gov/edgar/searchedgar/companysearch.html. The Form MA and the Form MA-I include information regarding legal events and disciplinary history about municipal advisor firms and their personnel, including information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by Contractor in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. Information provided by Contractor on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at http://brokercheck.finra.org, and Contractor's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at http://www.adviserinfo.sec.gov. For purposes of accessing such BrokerCheck reports or Form ADV, Contractor's CRD number is 665.

(D) ***Future Supplemental Disclosures.*** As required by the Rule, this Section 5 may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of Contractor. Contractor will provide you with any such supplement or amendment as it becomes available throughout the term of the Agreement.

GRANTOR'S NAME AND ADDRESS:
Columbia County, Oregon

230 Strand
St. Helens, OR 97051

AFTER RECORDING, RETURN TO GRANTEE:

Brian Rosenthal, Trustee
P.O. Box 963
Scappoose, OR 97056

Until a change is requested, all tax statements shall be sent to Grantee at the above address.

QUITCLAIM DEED

The **COUNTY OF COLUMBIA**, a political subdivision of the State of Oregon (Grantor), for the consideration hereinafter stated, does hereby release and quitclaim unto Brian Rosenthal, Trustee of the Rosenthal Revocable Living Trust (Grantee), all right, title and interest in and to certain property specifically described as:

Lots 18, 19, 20 and 21, Block 12, Columbia Acres No. 2,
in the City of Scappoose, Columbia County, Oregon.

The true and actual consideration for this conveyance is $2,845.00

This conveyance is subject to the following exceptions, reservations and conditions:

1) This property is conveyed AS-IS without covenants or warranties, subject to any municipal liens, easements and encumbrances of record.

2) All rights to any County, public, forest or Civilian Conservation Corps roads are hereby reserved for the benefit of Columbia County, Oregon.

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3) All rights to any minerals, mineral rights, ore, metals, metallic clay, aggregate, oil, gas or hydrocarbon substances in, on or under said property, if any, including underground storage rights, surface mining, and also including the use of such water from springs, creeks, lakes or wells to be drilled or dug upon the premises as may be necessary or convenient for such exploration or mining operations, as well as the conducting of operations related to underground storage and production of gaseous substances on the property, are specifically excepted, reserved and retained for the benefit of Columbia County, Oregon, together with the right of ingress and egress thereto for the purpose of exercising the rights hereby excepted, reserved and retained.

This conveyance is made pursuant to Board of County Commissioners Order No. 51-2016 adopted on the 28th day of September, 2016, and filed in Commissioners Journal at Book 119, Page 3988.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

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IN WITNESS WHEREOF, the Grantor has executed this instrument this ____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

Approved as to form

By: _____
Anthony Hyde, Chair

By: _____
Office of County Counsel

STATE OF OREGON)
) ss.
County of Columbia)

ACKNOWLEDGMENT

This instrument was acknowledged before me on the ____ day of _____, 2016, by Anthony Hyde, Chair, Board of County Commissioners of Columbia County, Oregon, on behalf of which the instrument was executed.

_____
Notary Public for Oregon

GRANTOR'S NAME AND ADDRESS:
Columbia County, Oregon

230 Strand
St. Helens, OR 97051

AFTER RECORDING, RETURN TO GRANTEE:

David Allan Babad , Trustee of the David Allan Babad Living Trust
32865 Watson Road
Scappoose, OR 97056

Until a change is requested, all tax statements shall
be sent to Grantee at the above address.

QUITCLAIM DEED

The **COUNTY OF COLUMBIA**, a political subdivision of the State of Oregon (Grantor), for the consideration hereinafter stated, does hereby release and quitclaim unto David Allan Babad, Trustee of the David Allan Babad Living Trust (Grantee), all right, title and interest in and to certain property specifically described as:

Lots 30, 24, 25, 26, 27, 28 and 29
Block 12, Columbia Acres No. 2,
in the City of Scappoose, Columbia County, Oregon.

The true and actual consideration for this conveyance is $4,065.00

This conveyance is subject to the following exceptions, reservations and conditions:

1) This property is conveyed AS-IS without covenants or warranties, subject to any municipal liens, easements and encumbrances of record.

2) All rights to any County, public, forest or Civilian Conservation Corps roads are hereby reserved for the benefit of Columbia County, Oregon.

3) All rights to any minerals, mineral rights, ore, metals, metallic clay, aggregate, oil, gas or hydrocarbon substances in, on or under said property, if any, including underground storage rights, surface mining, and also including the use of such water from springs, creeks, lakes or wells to be drilled or dug upon the premises as may be necessary or convenient for such exploration or

mining operations, as well as the conducting of operations related to underground storage and production of gaseous substances on the property, are specifically excepted, reserved and retained for the benefit of Columbia County, Oregon, together with the right of ingress and egress thereto for the purpose of exercising the rights hereby excepted, reserved and retained.

This conveyance is made pursuant to Board of County Commissioners Order No. 51-2016 adopted on the 28th day of September, 2016, and filed in Commissioners Journal at Book 119, Page 3988.

> BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

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IN WITNESS WHEREOF, the Grantor has executed this instrument this ___ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

Approved as to form

By: _____
Anthony Hyde, Chair

By: _____
Office of County Counsel

STATE OF OREGON)
) ss.
County of Columbia)

ACKNOWLEDGMENT

This instrument was acknowledged before me on the ____ day of _____, 2016, by Anthony Hyde, Chair, Board of County Commissioners of Columbia County, Oregon, on behalf of which the instrument was executed.

_____
Notary Public for Oregon

GRANTOR'S NAME AND ADDRESS:
Columbia County, Oregon

230 Strand
St. Helens, OR 97051

AFTER RECORDING, RETURN TO GRANTEE:

Ray Vanderwall
144 South 21st
St. Helens, OR 97051

Until a change is requested, all tax statements shall be sent to Grantee at the above address.

QUITCLAIM DEED

The **COUNTY OF COLUMBIA**, a political subdivision of the State of Oregon (Grantor), for the consideration hereinafter stated, does hereby release and quitclaim unto Ray Vanderwall (Grantee), all right, title and interest in and to certain property specifically described on Exhibit A hereto.

The true and actual consideration for this conveyance is $13,785.00

This conveyance is subject to the following exceptions, reservations and conditions:

1) This property is conveyed AS-IS without covenants or warranties, subject to any municipal liens, easements and encumbrances of record.

2) All rights to any County, public, forest or Civilian Conservation Corps roads are hereby reserved for the benefit of Columbia County, Oregon.

3) All rights to any minerals, mineral rights, ore, metals, metallic clay, aggregate, oil, gas or hydrocarbon substances in, on or under said property, if any, including underground storage rights, surface mining, and also including the use of such water from springs, creeks, lakes or wells to be drilled or dug upon the premises as may be necessary or convenient for such exploration or mining operations, as well as the conducting of operations related to underground storage and production of gaseous substances on the property, are specifically excepted, reserved and retained for the benefit of Columbia County, Oregon, together with the right of ingress and egress thereto for the purpose of exercising the rights hereby excepted, reserved and retained.

This conveyance is made pursuant to Board of County Commissioners Order No. 51-2016 adopted on the 28th day of September, 2016, and filed in Commissioners Journal at Book 119, Page 3988.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

IN WITNESS WHEREOF, the Grantor has executed this instrument this ___ day of September, 2016.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

Approved as to form

By: _____
Anthony Hyde, Chair

By: _____
Office of County Counsel

STATE OF OREGON)
) ss.
County of Columbia)

ACKNOWLEDGMENT

This instrument was acknowledged before me on the ____ day of _____, 2016, by Anthony Hyde, Chair, Board of County Commissioners of Columbia County, Oregon, on behalf of which the instrument was executed.

_____
Notary Public for Oregon

EXHIBIT A
Legal Description

Lots 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 24
Block 11, Columbia Acres No. 2;

Lot 2, Block 10, Columbia Acres No. 2;

Lots 14 and 15, Block 20, Columbia Acres No. 3; and

Lots 10, 11, and 12, Block 19, Columbia Acres No. 3.

In the City of Scappoose, Columbia County, Oregon

GRANTOR'S NAME AND ADDRESS:
Columbia County, Oregon

230 Strand
St. Helens, OR 97051

AFTER RECORDING, RETURN TO GRANTEE:

Santos A. Gomez
6255 SW Dale Ave.
Beaverton, OR 97008

Until a change is requested, all tax statements shall be sent to Grantees at the above address.

QUITCLAIM DEED

The **COUNTY OF COLUMBIA**, a political subdivision of the State of Oregon (Grantor), for the consideration hereinafter stated, does hereby release and quitclaim unto Santos A. Gomez (Grantee), all right, title and interest in and to certain property specifically described as:

Lots 12, 13, 14, 15, 16, 17, Block 14, Columbia Acres No. 2; and
Lots 8, 9, 11, Block 20, Columbia Acres No. 3.
In the City of Scappoose, Columbia County, Oregon.

The true and actual consideration for this conveyance is $15,545.00

This conveyance is subject to the following exceptions, reservations and conditions:

1) This property is conveyed AS-IS without covenants or warranties, subject to any municipal liens, easements and encumbrances of record.

2) All rights to any County, public, forest or Civilian Conservation Corps roads are hereby reserved for the benefit of Columbia County, Oregon.

3) All rights to any minerals, mineral rights, ore, metals, metallic clay, aggregate, oil, gas or hydrocarbon substances in, on or under said property, if any, including underground storage rights, surface mining, and also including the use of such water from springs, creeks, lakes or wells to be drilled or dug upon the premises as may be necessary or convenient for such exploration or mining operations, as well as the conducting of operations related to underground storage and

production of gaseous substances on the property, are specifically excepted, reserved and retained for the benefit of Columbia County, Oregon, together with the right of ingress and egress thereto for the purpose of exercising the rights hereby excepted, reserved and retained.

This conveyance is made pursuant to Board of County Commissioners Order No. 51-2016 adopted on the 28th day of September, 2016, and filed in Commissioners Journal at Book 119, Page 3988.

> BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

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IN WITNESS WHEREOF, the Grantor has executed this instrument this ___ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____
Anthony Hyde, Chair

Approved as to form

By: _____
Office of County Counsel

STATE OF OREGON)
) ss.
County of Columbia)

ACKNOWLEDGMENT

This instrument was acknowledged before me on the ____ day of _____, 2016, by Anthony Hyde, Chair, Board of County Commissioners of Columbia County, Oregon, on behalf of which the instrument was executed.

_____
Notary Public for Oregon

GRANTOR'S NAME AND ADDRESS:
Columbia County, Oregon

230 Strand
St. Helens, OR 97051

AFTER RECORDING, RETURN TO GRANTEE:

Scott Sylvester and Roman Novokhatniy
2423 NW Mill Pond Road
Portland, OR 97229

Until a change is requested, all tax statements shall be sent to Grantees at the above address.

QUITCLAIM DEED

The **COUNTY OF COLUMBIA**, a political subdivision of the State of Oregon (Grantor), for the consideration hereinafter stated, does hereby release and quitclaim unto Scott Sylvester and Roman Novokhatniy, not as tenants in common but with the right of survivorship (Grantees), all right, title and interest in and to certain property specifically described as:

Lot 5, Block 23, Columbia Acres No. 3
In the City of Scappoose, Columbia County, Oregon

The true and actual consideration for this conveyance is $645.00

This conveyance is subject to the following exceptions, reservations and conditions:

1) This property is conveyed AS-IS without covenants or warranties, subject to any municipal liens, easements and encumbrances of record.

2) All rights to any County, public, forest or Civilian Conservation Corps roads are hereby reserved for the benefit of Columbia County, Oregon.

3) All rights to any minerals, mineral rights, ore, metals, metallic clay, aggregate, oil, gas or hydrocarbon substances in, on or under said property, if any, including underground storage rights, surface mining, and also including the use of such water from springs, creeks, lakes or wells to be drilled or dug upon the premises as may be necessary or convenient for such exploration or

mining operations, as well as the conducting of operations related to underground storage and production of gaseous substances on the property, are specifically excepted, reserved and retained for the benefit of Columbia County, Oregon, together with the right of ingress and egress thereto for the purpose of exercising the rights hereby excepted, reserved and retained.

This conveyance is made pursuant to Board of County Commissioners Order No. 51-2016 adopted on the 28th day of September, 2016, and filed in Commissioners Journal at Book 119, Page 3988.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

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IN WITNESS WHEREOF, the Grantor has executed this instrument this ___ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

Approved as to form

By: _____
Anthony Hyde, Chair

By: _____
Office of County Counsel

STATE OF OREGON)
) ss.
County of Columbia)

ACKNOWLEDGMENT

This instrument was acknowledged before me on the ____ day of _____, 2016, by Anthony Hyde, Chair, Board of County Commissioners of Columbia County, Oregon, on behalf of which the instrument was executed.

_____
Notary Public for Oregon

PMAT AGREEMENT AGENCY TERMINATION NOTICE

PORTLAND METROPOLITAN AREA TRANSPORTATION (PMAT) CO-OPERATIVE INTERGOVERNMENTAL AGREEMENT FOR EQUIPMENT AND SERVICES

Our agency (below) has been a SIGNED PARTY of the PORTLAND METROPOLITAN AREA TRANSPORTATION (PMAT) CO-OPERATIVE INTERGOVERNMENTAL AGREEMENT FOR EQUIPMENT AND SERVICES.

Paragraph number 11 of the agreement states:

11. Any PARTY may terminate its participation by providing thirty (30) days written notice to the other PARTIES. Any amounts due and owing by a terminating PARTY shall be paid within thirty (30) days of termination.

Per these instructions:

IN THE WITNESS WHEREOF, the PUBLIC ENTITY _____ (PARTY) by this written (30) thirty days notice to the other PARTIES, has caused the participation of this AGREEMENT to be terminated by its duly authorized representative, effective (30) thirty days from the date of the signature below:

_____	_____	_____
Signature of Officer	Date	Officer's title

Please mail or e-mail a copy of this page to: Don Newell, the PMAT-IGA Administrator, who will post this signed page on the www.MOREoregon.com web site (PMAT Terminations).

All PMAT-IGA agencies PARTIES' ADMINISTRATORS will be directed to the above web page to view the agencies' agreement status (this page).

The web-postings of the PMAT-IGA TERMINATION NOTICE pages and public access thereof, will fulfill the (30) thirty days written notice to the other PARTIES requirement as described above.

It is recommended that each agency print and preserve each agency's termination signature pages in their files.

Don Newell PMAT-IGA Administrator
Marion County, 5155 Silverton Road NE, Salem, Oregon 97305
Telephone: 503.365.3129
e-mail: DNewell@co.Marion.or.us

RAIL AND PUBLIC TRANSIT DIVISION
OREGON DEPARTMENT OF TRANSPORTATION

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

AGREEMENT

1. **Effective Date.** This Agreement shall become effective on the later of **September 1, 2016** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **June 30, 2018** (Expiration Date). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 6.b.iv of this Agreement.

2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

   Exhibit A: Project Description and Budget

   Exhibit B: Financial Information

   Exhibit C: Subcontractor Insurance

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

   Exhibit E: Information required by 2 CFR 200.331(a), may be accessed at http://www.oregon.gov/odot/pt/, Oregon Public Transit Information System (OPTIS), as the information becomes available

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

3. **Project Cost; Grant Funds; Match.** The total project cost is estimated at **$185,000.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **$157,250.00** in Grant Funds for eligible costs described in Section 6 hereof. Recipient shall provide matching funds for all Project Costs as described in Exhibit A.

4. **Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.d hereof.

5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at http://www.oregon.gov/odot/pt/. If Recipient is unable to access OPTIS, reports must be delivered to ODOTPTDReporting@odot.state.or.us. Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be

necessary to comply with federal or state reporting requirements.

6. **Disbursement and Recovery of Grant Funds.**

   a. **Disbursement Generally.** State shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by State within 30 days of State's approval of a request for reimbursement from Recipient using a format that is acceptable to State. Requests for reimbursement must be entered into OPTIS or sent to ODOTPTDReporting@odot.state.or.us. Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement described in Section 9 of this Agreement, in performance of the Project and that are not excluded from reimbursement by State, either by this Agreement or by exclusion as a result of financial review or audit.

   b. **Conditions Precedent to Disbursement.** State's obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

      i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.

      ii. Recipient is in compliance with the terms of this Agreement including, without limitation, Exhibit D and the requirements incorporated by reference in Exhibit D.

      iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

      iv. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.

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

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

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

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

   c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor

accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

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

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

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

a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.

b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.

c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit State to verify how the Grant Funds were expended.

d. **Audit Requirements.**

i. Recipients receiving federal funds in excess of $750,000 are subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Recipient, if subject to this requirement, shall at Recipient's own expense submit to State, Rail and Public Transit Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to ODOTPTDReporting@odot.state.or.us, a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted, the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.

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

9. **Recipient Subagreements and Procurements**

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

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

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

   b. Recipient shall review the *Best Practices Procurement Manual*, a technical assistance manual prepared by the FTA, available on the FTA website: www.fta.dot.gov/grants/13054_6037.html

   c. **Subagreement indemnity; insurance**

      Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.

      Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subrecipients"), nor any attorney engaged by Recipient's Subrecipient(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's Subrecipient is prohibited from defending State or that Recipient's Subrecipient is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Recipient's Subrecipient if State elects to assume its own defense.

      Recipient may require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement. Any insurance obtained by the other party to Recipient's subagreements, if any, shall not relieve Recipient of the requirements of Section 11.j of this Agreement. The other party to any subagreement with Recipient, if the other party employs subject workers as defined in ORS 657.027, must obtain Workers Compensation Coverage as described in Exhibit C.

   d. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable, including all applicable provisions of the Oregon Public Contracting Code and rules, and in conformance to FTA Circular 4220.1F, Third Party Contracting Requirements including:

      i. all applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement;

      ii. all procurement transactions are conducted in a manner providing full and open

competition;

iii. procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements);

iv. construction, architectural and engineering procurements are based on Brooks Act procedures unless the procurement is subject to ORS 279C.100 to 279C.125.

e. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable, including all applicable provisions of the Oregon Public Contracting Code and rules, and in conformance to FTA Circular 4220.1F, Third Party Contracting Requirements including:

i. all applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement;

ii. all procurement transactions are conducted in a manner providing full and open competition;

iii. procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements);

iv. construction, architectural and engineering procurements are based on Brooks Act procedures unless the procurement is subject to ORS 279C.100 to 279C.125.

f. **Additional requirements**

i. Recipient shall comply with 49 CFR sections 37.77(c) and 37.105 regarding "Certification of Equivalent Service" when purchasing vehicles under this Agreement. If non-accessible vehicles, as defined by the Americans with Disabilities Act, are being purchased for use by a public entity in demand responsive service for the general public, Recipient will certify to State at the time of applying for a project that, when viewed in its entirety, the demand responsive service offered to persons with disabilities, including persons who use wheelchairs, meets the standard of equivalent service.

ii. Recipient shall comply with 49 CFR 663 regarding pre-award and post-delivery reviews. Every Recipient purchasing rolling stock or facilities under this Agreement must certify to State that a pre-award and post-delivery review has been conducted in accordance with ODOT requirements. This review ensures compliance to bid specifications including, but not limited to, FTA requirements, State requirements, and Federal Motor Carrier Safety Standards, as applicable to the type of project. Each Recipient's certification must include assurance that required documents have been received from manufacturers or vendors of products, or from both, and that Recipient possesses such documents. Acceptable certification forms are available from State. Recipient must provide certification forms to State when reimbursement is requested for vehicles. For facilities projects, Recipient must provide pre-award certifications to State at time of first payment, and post-delivery certifications upon completion of the post-delivery review, and in no event later than with Recipient's request for final payment.

iii. Recipient shall comply with 49 CFR 604 in the provision of any charter service provided with vehicles, facilities, or equipment acquired with FTA assistance under this Agreement.

iv. Recipient shall submit an annual vehicle inspection report to State for any vehicle purchased under this Agreement. Vehicle inspections shall be conducted by a vehicle maintenance technician certified by a nationally recognized organization in the field of vehicle service and maintenance. Reports covering required areas of inspection shall be submitted on forms provided by State.

v. All drivers of vehicles purchased with FTA funds under this Agreement must complete a standard defensive driving course before operating an FTA-funded

vehicle, and are advised to complete a standard defensive driving course before operating a State-funded vehicle.

vi. Recipient shall maintain all vehicles, equipment, and facilities purchased under this Agreement in good condition per manufacturer's recommendations. Recipients are required to develop preventive maintenance plans for all rolling stock and facilities and to provide the plans to State upon request.

vii. Recipient shall be the owner of the property for facility construction projects and of vehicles purchased under this Agreement. Such ownership shall be recorded on real property deeds for facility construction projects and on vehicle titles. If Recipient contracts the operation of vehicles to a third party, then the third party may be shown as the owner or lessee with Recipient listed as the second security interest holder or lessor. In all cases, Oregon Department of Transportation, Rail and Public Transit Division shall be shown as the first security interest holder on vehicle titles. If Recipient fails to show Oregon Department of Transportation, Rail and Public Transit Division as the first security interest holder, Recipient shall pay any expenses to re-submit the necessary documents to Oregon Department of Transportation, Driver and Motor Vehicle Services (DMV). If a vehicle is damaged or destroyed at any time when Recipient fails to show Oregon Department of Transportation, Rail and Public Transit Division, as the first security interest holder, Recipient shall be liable to State for any damage in an amount in the same manner as if Oregon Department of Transportation, Rail and Public Transit Division, were shown as the first security interest holder.

viii. Recipient shall bear the cost of insuring assets purchased under this Agreement based on risk assessment. Recipient shall maintain, in amounts and form satisfactory to State, such insurance or self-insurance as will be adequate to protect Recipient, vehicle drivers and assistants, vehicle occupants, and property throughout the period of use. The minimum that will be approved by State is comprehensive and collision insurance adequate to repair or replace property and equipment if damaged or destroyed; liability insurance of $50,000 for property damage, $200,000 for bodily injury per person, $500,000 for bodily injury per occasion for maintenance and shop vehicles, and $1,000,000 for bodily injury per occasion for vehicles providing passenger transportation; uninsured motorist protection; and personal injury protection as required by ORS Chapter 806. Recipient shall be responsible for all deductibles or self-insured retention. Recipient's insurance policy covering assets purchased under this Agreement shall include the Oregon Department of Transportation, Rail and Public Transit Division as an "Additional Insured".

ix. Recipient shall file a restrictive covenant with the property deed for all construction projects and purchases of real estate, with the exception of passenger shelters, amenities, and right-of-way infrastructure improvements. The restrictive covenant will limit the use of the building and property to the stated purpose specified in the statement of work associated with this Agreement.

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

10. **Termination**

a. **Termination by State.** State may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by State in such written notice, if:

i. Recipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Recipient is, for any reason, rendered improbable, impossible, or illegal; or

ii. State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or

iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or

iv. The Project would not produce results commensurate with the further expenditure of funds; or

v. Recipient takes any action pertaining to this Agreement without the approval of State and which under the provisions of this Agreement would have required the approval of State.

b. **Termination by Recipient.** Recipient may terminate this Agreement effective upon delivery of written notice of termination to State, or at such later date as may be established by Recipient in such written notice, if:

i. The requisite local funding to continue the Project becomes unavailable to Recipient; or

ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.

c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

11. **General Provisions**

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

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

With respect to a Third Party Claim for which Recipient is jointly liable with State (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments,

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

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

c. **Responsibility for Grant Funds.** Any recipient of Grant Funds, pursuant to this Agreement with State, shall assume sole liability for that recipient's breach of the conditions of this Agreement, and shall, upon recipient's breach of conditions that requires State to return funds to the FTA, hold harmless and indemnify State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the recipient of Grant Funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.

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

e. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.

f. **No Third Party Beneficiaries.** State and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

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

g. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 11.g. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.

h. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event

shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.

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

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

k. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.

l. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

m. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

n. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

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

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

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

SIGNATURE PAGE TO FOLLOW

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 _____

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 08/31/2016

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over $150,000)

By _____
Assistant Attorney General

Name Dee K Carlson by email
(printed)

Date 09/28/2016

Recipient Contact:

Michael Ray
230 Strand Street
Saint Helens, OR 97051
1 (503) 366-8505
michael.ray@co.columbia.or.us

State Contact:

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

EXHIBIT A

Project Description and Budget

Project Description/Statement of Work

Project Title: 5339 Columbia County 31454 Discretionary Capital *Vehicle Replacement Category E (1)* *Vehicle Replacement Category C (1)*				
Item #1: Vans				
	Total	Grant Amount	Local Match	Match Type(s)
	$35,000.00	$29,750.00	$5,250.00	Local
Item #2: Bus 30ft				
	$150,000.00	$127,500.00	$22,500.00	Local
Sub Total	$185,000.00	$157,250.00	$27,750.00	
Grand Total	**$185,000.00**	**$157,250.00**	**$27,750.00**	

- *1. PROJECT DESCRIPTION*

  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.

  2. PROJECT DELIVERABLES, SCHEDULE AND USE

  Recipient shall Purchase 1 transit vehicle as follows: Useful life: 4 years and/or 100,000 miles; approximate length: less than 22 feet; estimated number of seats: 3-14; estimated number of ADA securement stations 1; fuel type: gasoline.

  Recipient shall purchase 1 transit vehicle as follows: useful life: 7 years and/or 200,000 miles; approximate length: 25-30 feet; estimated number of seats: 16-30; estimated number of ADA securement stations 2; fuel type: gasoline.

  Purchase includes all equipment and supplies necessary to put the vehicle(s) into service.

  The following vehicle(s) have been approved for replacement in this Agreement (VIN, Description, OPTIS number):

  1GBDV13157d129372 -- 2007 Chevrolet Uplander -- V000066
  1GBE5V1247F415578 -- 2007 Chevrolet El Dorado -- V000070

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

  Expected order date: 9/1/2016; expected delivery date: 9/1/2017.

  If Recipient does not purchase from the State Price Agreement contracts managed by the Oregon Department of Administrative Services, Requests for Proposals 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.

  State will retain title to all vehicles as primary security interest holder as long as the vehicles remain in active public transportation service. Recipient shall not lease the vehicle(s) to another agency without the permission of State. Recipient shall request permission from State to release title for disposal when planning to sell or transfer a vehicle which has exceeded the minimum useful standard for age or mileage, 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.

Agreement asset insurance provision 9. f. Additional requirements, section viii. shall control over insurance requirements listed in Exhibit C Insurance Requirements ii. Commercial General Liability and iii. AUTOMOBILE LIABILITY INSURANCE in the event of any ambiguity or conflict.

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's current indirect cost rate as it pertains to this Agreement is 0.0 percent. Changes to Recipient's indirect cost rate must be approved by State.

Recipients will provide match from eligible sources. 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 and copies of all invoices associated with expenses identified for reimbursement, 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.

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**
9300.1A	U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	**20.526 (5339)**	**$157,250.00**

Administered By
Rail and Public Transit Division 555 13th Street NE Salem, OR 97301

EXHIBIT C

Insurance Requirements

GENERAL.

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

TYPES AND AMOUNTS.

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

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

Bodily Injury, Death and Property Damage:

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

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

Bodily Injury, Death and Property Damage:

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

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

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as

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

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

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

EXHIBIT D

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

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

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

1. Recipient shall comply with Title VI of the Civil Rights Act of 1964 (78 State 252, 42 U.S.C. § 2000d) and the regulations of the United States Department of Transportation (49 CFR 21, Subtitle A). Recipient shall exclude no person on the grounds of race, religion, color, sex, age, national origin, or disability from the benefits of aid received under this Agreement. Recipient will report to State on at least an annual basis the following information: any active lawsuits or complaints, including dates, summary of allegation, status of lawsuit or complaint including whether the Parties entered into a consent decree.
2. Recipient shall comply with FTA regulations in Title 49 CFR 27 Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance which implements the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act of 1990, 49 CFR 37, and 49 CFR 38.
3. Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Recipient's DBE program, if applicable, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to State of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
4. Recipient must include the following language in each subagreement Recipient signs with a subcontractor or subrecipient:

   The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The contractor, subrecipient, or subcontractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor, subrecipient, or subcontractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Recipient deems appropriate.
5. Recipient and contractors receiving in excess of $100,000 in federal funds, other than Indian tribes, must certify to State that they have not and will not use federal funds to pay for influencing or attempting to influence an officer or employee of any federal department or Agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any federal grant, cooperative agreement or any other federal award. If non-federal

funds have been used to support lobbying activities in connection with the Project, Recipient shall complete Standard Form LLL, Disclosure Form to Report Lobbying and submit the form to State at the end of each calendar quarter in which there occurs an event that requires disclosure. Restrictions on lobbying do not apply to influencing policy decisions. Examples of prohibited activities include seeking support for a particular application or bid and seeking a congressional earmark.

RACIAL AND ETHNIC IMPACT STATEMENT

This form is used for informational purposes only and must be included with the grant application.

Chapter 600 of the 2013 Oregon Laws require applicants to include with each grant application a racial and ethnic impact statement. The statement provides information as to the disproportionate or unique impact the proposed policies or programs may have on minority persons in the State of Oregon if the grant is awarded to a corporation or other legal entity other than natural persons.

1. ☐ The proposed grant project policies or programs could have a disproportionate or unique positive impact on the following minority persons:

   Indicate all that apply:

   _____ Women
   _____ Persons with Disabilities
   _____ African-Americans
   _____ Hispanics
   _____ Asians or Pacific Islanders
   _____ American Indians
   _____ Alaskan Natives

2. ☐ The proposed grant project policies or programs could have a disproportionate or unique negative impact on the following minority persons:

   Indicate all that apply:

   _____ Women
   _____ Persons with Disabilities
   _____ African-Americans
   _____ Hispanics
   _____ Asians or Pacific Islanders
   _____ American Indians
   _____ Alaskan Natives

3. ☒ The proposed grant project policies or programs will have no disproportionate or unique impact on minority persons.

If you checked numbers 1 or 2 above, on a separate sheet of paper, provide the rationale for the existence of policies or programs having a disproportionate or unique impact on minority persons in this state. Further provide evidence of consultation with representative(s) of the affected minority persons.

I HEREBY CERTIFY on this 30 day of Sept, 2016, the information contained on this form and any attachment is complete and accurate to the best of my knowledge.

Michael Ray
Signature

Printed Name: Michael Ray

Title: Interim Transit Administrator

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1 "Minority persons" are defined in SB 463 (2013 Regular Session) as women, persons with disabilities (as defined in ORS 174.107), African-Americans, Hispanics, Asians or Pacific islanders, American Indians, and Alaskan Natives.

The Oregon Department of Transportation Rail and Public Transit Division (RPTD), per Oregon Department of Administrative Services guidance, is collecting racial and ethnic impact information just prior to agreement execution rather than at the time of grant application. It is RPTD's opinion that this does not violate the intent of the law.

FOR RPTD USE ONLY: Program: 5339 Discretionary