BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON

Wednesday, April 13, 2016
10:00 a.m. - Room 308

BOARD MEETING AGENDA

CALL TO ORDER/FLAG SALUTE

MINUTES:

- Minutes, April 4, 2016 Board meeting;
- Minutes, April 4, 2016 Staff meeting.

VISITOR COMMENTS - 5 MINUTE LIMIT

MATTERS:

1) **11:00 a.m** Interview Applicant for Transit Administrator Position.

2) **12:00 pm** Lunch meeting with County Parks Committee - Annex Room

HEARING:

1) Public Hearing, "In the Matter of Amending the Columbia County Fee Schedule for Inmate Housing Fees".

CONSENT AGENDA:

(A) Ratify the Select to Pay for week of 4/11/16.

(B) Order No. 6-2016, "In the Matter of Conveying Certain Real Property in Scappoose, Oregon, to the City of Scappoose Tax Map ID No. 3N2W12-AD-02400".

(C) Order No. 11-2016, "Establishing a Fair Labor Standards Act Section 7(k) Election for Non-Represented Sheriff's Office Law Enforcement Personnel".

(D) Quitclaim Deed to the City of Scappoose for Tax Map ID No. 3N2W12-AD-02400 and authorize the Chair to sign.

AGREEMENTS/CONTRACTS/AMENDMENTS:

(E) Intergovernmental Agreement with the City of Portland for Urban Areas Security Initiative (UASI) Grant Program Funds and Authorize the Chair to sign.

(F) Subaward Agreement with Amani Center for Child Abuse Assessment and Family Support Services Through the Justice Reinvestment Grant Program.

(G) Subaward Agreement with SAFE of Columbia County for Outreach and Advocacy for Survivors of Abuse Through the Justice Reinvestment Grant Program.

(H) Amendment to Personal Services Contract with GeoDesign, Inc. for Environmental Reporting and Analysis for the St. Helens Transit Center.

(I) Public Services Contract with Huser Technologies for Security Cameras for the Courthouse and Road Department Shop.

(J) Ratify the Mutual Nondisclosure Agreement with Greater Portland Inc. and authorize the Chair to sign.

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 Amending the County Fee	)	
Schedule For Inmate Housing Fees	)	ORDER NO. 7 - 2016

WHEREAS, ORS 169.152 provides that the County may seek reimbursement from a person who is or was committed to the Columbia County Jail upon conviction of a crime for any expenses incurred by the County in safekeeping and maintaining the person; and

WHEREAS, the County may seek reimbursement at the rate of $60.00 per day or its actual daily costs for safekeeping and maintaining the person, whichever is less; and

WHEREAS, upon conviction, the County may seek reimbursement for each day the person was confined to the Jail, including, but not limited to, any period of pretrial detention; and

WHEREAS, the Columbia County Sheriff has determined that the actual expenses incurred by the County in safekeeping and maintaining the person is $25.00 per day; and

WHEREAS, ORS 169.150 provides that the County may charge persons committed to the Columbia County Jail, a reasonable health care fee for any health care services, medications and equipment provided to the person while committed, if the County provides necessary medical care regardless of the person's ability to pay, provides equal treatment to all persons committed to the facility regardless of the person's ability to pay, establishes a system that notifies the person of the fees and what services are covered; and establishes a grievance system that allows a person to challenge the deduction of a fee from the person's account; and

WHEREAS, the Columbia County Sheriff has determined that the fees set out in Exhibit "1", which is attached hereto and are incorporated herein by this reference, are reasonable health care fees for health care services, medications and equipment provided while a person is committed to the Columbia County Jail; and

WHEREAS, the County provides necessary medical care regardless of an inmate's ability to pay, provides equal treatment to all persons committed to the Jail regardless of the person's ability to pay, and has established a system that notifies inmates of the reasonable health care fees set forth in Exhibit 1, and has an established grievance system by which an inmate may challenge the deduction of a fee from the person's account; and

WHEREAS, pursuant to ORS 297.160, interested persons were provided an opportunity to comment on the fees adopted herein;

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

1. The County Fee Schedule is hereby amended by the incorporation of the following fees in the Columbia County Jail:

FEE	
Per diem housing cost	$25.00
Health care fee	Per Exhibit "1"

2. Reimbursement of per diem housing costs shall be credited to the general fund of the County to be available for general fund purposes.

DATED this _____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____
Anthony Hyde, Chair

Approved as to form

By: _____
Henry Heimuller, Commissioner

By: _____
Office of County Counsel

By: _____
Earl Fisher, Commissioner

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

In the Matter of Conveying Certain Real Property In Scappoose, Oregon, to the City of Scappoose Tax Map ID No. 3N2W12-AD-02400	)))	**ORDER NO. 6-2016**

WHEREAS, certain real property in Columbia County, Oregon, which has been assigned Tax Account No. 3399 and Tax Map ID No. 3N2W12-AD-02400 (the "Property"), was foreclosed upon for non-payment of ad valorem real property taxes in *Columbia County* v. *Bernard Kris S, et al.,* Case No. 09-2632; and

WHEREAS, the Property is more particularly described in Exhibit "1" and Depicted on Exhibit "2" which are attached hereto, and is incorporated herein by this reference; and

WHEREAS, the Property is deemed surplus to the County's needs and the highest and best use is for ongoing use as a storm detention area; and

WHEREAS, the City of Scappoose has agreed to accept title to the Property and to be responsible for it management and maintenance on an ongoing basis; and

WHEREAS, pursuant to ORS 275.225, the County may sell county land by private sale if the real market value of the property is less than $15,000, and the property is unsuited for the construction or placement of a dwelling under applicable zoning ordinances and building codes; and

WHEREAS, the assessed value of the Property is $500, and the Property is not suited for the construction or placement of a dwelling under applicable zoning ordinances and building codes; and

WHEREAS, on March 23, 2016, the County published notice of the private sale of the Property in a newspaper of general circulation in the County; and

WHEREAS, the notice contained a description of the land and the real market value of the land; and

WHEREAS, at least 15 days have passed since publication of the notice; and

WHEREAS, pursuant to ORS 275.225, the Property may now be sold by private sale without further notice;

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

1. Pursuant to ORS 275.225, the Board of County Commissioners authorizes the sale of the above-described Property to the City of Scappoose for one dollar ($1.00) and other valuable consideration.

2. The Board of County Commissioners shall execute a Quitclaim Deed in substantially the form which is attached hereto as Exhibit "3", and by this reference incorporated herein, to convey the Property to the City of Scappoose for the sum of $1.00, the receipt of which is hereby acknowledged.

3. A fully executed Quitclaim Deed shall be recorded in the County Clerk deed records by Columbia County at no cost to the City of Scappoose.

DATED this ____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____
Anthony Hyde, Chair

By: _____
Henry Heimuller, Commissioner

By: _____
Earl Fisher, Commissioner

Approved as to form:

By: _____
Office of County Counsel

Exhibit "1"

Tax Account No. 3399
Tax Map ID No. 3N2W12-AD-02400

Tract A, Westview Subdivision, Columbia County, Oregon

Exhibit "2"
Map

EXHIBIT "3"

GRANTOR'S NAME AND ADDRESS:

Board of County Commissioners
for Columbia County, Oregon
230 Strand, Room 331
St. Helens, OR 97051

AFTER RECORDING, RETURN TO GRANTEE:
The City of Scappoose
33568 E. Columbia Ave
Scappoose, Oregon 97056

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

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QUITCLAIM DEED

The **COUNTY OF COLUMBIA**, a political subdivision of the State of Oregon, hereinafter called Grantor, for the consideration hereinafter stated, does hereby release and quitclaim unto **the City of Scappoose,** a political subdivision of the State of Oregon, hereinafter called Grantee, all right, title and interest in and to the following described parcel of real property situated in the County of Columbia, State of Oregon, Tax Map ID No. 3N2W12-AD-02400; Tax Account No. 3399, and more particularly described in Exhibit A, attached.

The true and actual consideration for this conveyance is $1.00.

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, oil, gas or hydrocarbon substances, and aggregate, in, on or under said property, if any, including underground storage rights, 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 surface mining operations and 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. 6-2016 adopted on the ____ day of _____, 2016, and filed in Commissioners Journal at Book ___, Page ___.

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 , 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 Henry Heimuller, Chair, Board of County Commissioners of Columbia County, Oregon, on behalf of which the instrument was executed.

_____
Notary Public for Oregon

APPROVAL

City of Scappoose, a municipal corporation of the State of Oregon, by and through its _____ _____, hereby approves the above conveyance in fee of real property from the Board of County Commissioners of Columbia County, Oregon.

DATED this _____ day of _____, 2016.

_____
City of St. Scappoose

STATE OF OREGON)
) ss. ACKNOWLEDGMENT
County of Columbia)

This instrument was acknowledged before me on the ___ day of _____, 2016, by _____ _____, as _____, City of Scappoose, Oregon, on behalf of which the instrument was executed.

_____
Notary Public for Oregon

EXHIBIT "A"

Tax Account No. 3399
Tax Map ID No. 3N2W12-AD-02400

Tract A, Westview Subdivision, Columbia County, Oregon

GRANTOR'S NAME AND ADDRESS:

Board of County Commissioners
for Columbia County, Oregon
230 Strand, Room 331
St. Helens, OR 97051

AFTER RECORDING, RETURN TO GRANTEE:
The City of Scappoose
33568 E. Columbia Ave
Scappoose, Oregon 97056

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

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QUITCLAIM DEED

The **COUNTY OF COLUMBIA**, a political subdivision of the State of Oregon, hereinafter called Grantor, for the consideration hereinafter stated, does hereby release and quitclaim unto **the City of Scappoose,** a political subdivision of the State of Oregon, hereinafter called Grantee, all right, title and interest in and to the following described parcel of real property situated in the County of Columbia, State of Oregon, Tax Map ID No. 3N2W12-AD-02400; Tax Account No. 3399, and more particularly described in Exhibit A, attached.

The true and actual consideration for this conveyance is $1.00.

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, oil, gas or hydrocarbon substances, and aggregate, in, on or under said property, if any, including underground storage rights, 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 surface mining operations and 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. 6-2016 adopted on the ____ day of _____, 2016, and filed in Commissioners Journal at Book ___, Page ___.

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 _____, 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 Henry Heimuller, Chair, Board of County Commissioners of Columbia County, Oregon, on behalf of which the instrument was executed.

_____
Notary Public for Oregon

APPROVAL

City of Scappoose, a municipal corporation of the State of Oregon, by and through its _____, hereby approves the above conveyance in fee of real property from the Board of County Commissioners of Columbia County, Oregon.

DATED this _____ day of _____, 2016.

_____
City of St. Scappoose

STATE OF OREGON)
) ss. ACKNOWLEDGMENT
County of Columbia)

This instrument was acknowledged before me on the ___ day of _____, 2016, by _____, as _____, City of Scappoose, Oregon, on behalf of which the instrument was executed.

_____
Notary Public for Oregon

EXHIBIT "A"

Tax Account No. 3399
Tax Map ID No. 3N2W12-AD-02400

Tract A, Westview Subdivision, Columbia County, Oregon

INTERGOVERNMENTAL AGREEMENT

Between

THE CITY OF PORTLAND, OREGON

And

COLUMBIA COUNTY, OREGON

THIS IS an Intergovernmental Agreement (IGA) between the City of Portland ("City") and Columbia County, Oregon ("Agency") entered into pursuant to the authority granted in Oregon Revised Statues (ORS) Chapter 190, for the coordination of activities related to the use of the United States Department of Homeland Security's Urban Areas Security Initiative (UASI) grant program funds for addressing the unique planning, organization, equipment, training, and exercise needs of high-threat, high-density Urban Areas, to assist in building an enhanced and sustainable capacity to prevent, protect against, mitigate, respond to, and recover from acts of terrorism.

Recitals

WHEREAS, the United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA) Grant Programs Directorate, provided UASI grant funding in the amount of $3,000,000 in Fiscal Year 2015 to the State of Oregon ("State"), acting by and through the Oregon Military Department, Office of Emergency Management (OEM) for distribution of $2,576,060 to the Portland Urban Area (PUA); and

WHEREAS, the State awarded UASI Grant #15-170 to the City of Portland, Bureau of Emergency Management (PBEM) for Fiscal Year 2015 in the amount of $2,579,060, a copy of which is attached to this Agreement and incorporated herein as Attachment 1 and Exhibits A, B, C and D; and

WHEREAS, UASI Grant #15-170 is intended to increase the capabilities of the PUA, which includes jurisdictions in Multnomah, Clackamas, Columbia and Washington counties in Oregon and Clark County in Washington, as well as the Port of Portland and TriMet, to build an enhanced and sustainable capacity to prevent, protect against, respond to, and recover from acts of terrorism; and

WHEREAS, a list of equipment, supplies, professional services, training and exercise events to be grant funded has been developed through the application process and coordination with the State; and

WHEREAS, PBEM, as Grant Administrator, is required to oversee and coordinate the expenditure of the UASI grant funds and has developed procedures to guide the procurement, delivery, and reimbursement processes; and

WHEREAS, PBEM, as Grant Administrator, is required to make periodic reports to the State regarding the expenditure of the UASI grant funds and has developed procedures to coordinate the collection and submission of information and documents needed to support the reporting process; and

WHEREAS, the City and all other PUA jurisdictions that receive direct benefit from UASI grant purchases are required to comply with all terms of the U.S. Department of Homeland Security, UASI Grant CFDA # 97.008, Grant #15-170 award including, but not limited to, obligations regarding reporting, access to records, financial tracking and procurement, and supplanting of funds; and

WHEREAS, the Regional Disaster Preparedness Organization (RDPO) is the designated organization in the PUA that serves in the capacity of Urban Area Work Group (UAWG) to coordinate program development and decision-making processes for allocating UASI sub-grants, as specified in the "Standard Operating Procedure Urban Areas Security Initiative (UASI) Program Management Under the Regional Disaster Preparedness Organization (RDPO)", Attachment 2; and

WHEREAS, the City is entering into agreements with PUA counties and agencies to secure their commitment to follow the City-developed procurement, delivery, reimbursement, and reporting procedures, to ensure their compliance with all terms of the grants, and to obligate them to coordinate with and obtain similar assurances from directly benefiting jurisdictions (i.e., "sub-recipients") within the respective counties and regional agencies.

NOW, THEREFORE, the Parties agree as follows:

1. The City agrees:

a) That it is authorized to purchase and distribute equipment, supplies and services which have been approved by the State and, as appropriate, the City may delegate this purchasing authority to the Agency. Such authorization, however, does not guarantee payment for the Agency. The State requires invoicing with the appropriate backup documentation by the Agency, to the City, and compliance with the purchasing rules of the Code of Federal Regulations, any applicable state rules, City purchasing practices and the Agency's purchasing practices prior to approval of payments.

b) Because there is no IGA between the City and the sub-recipients of the Agency (if any), the Agency will be the point of contact for all requests

made by its sub-recipients. The Agency will be responsible for submitting all purchase requests on behalf of their sub-recipients to the City.

c) When the City has purchased goods or services for the Agency or the Agency's sub-recipient, arrangements for delivery will be made between the parties. The Agency or the Agency's sub-recipient shall be the Owner of said goods or services and shall be responsible for complying with all applicable requirements as outlined in the Code of Federal Regulations (CFR) and Office of Management and Budget (OMB) Circulars, the State grant agreement, and this Intergovernmental Agreement.

2. The Agency agrees:

a) That it has read the award conditions and certifications for UASI Grant #15-170; including Exhibits A, B, C and D and that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the City, as grantee, under those grant documents.

b) To comply with all City and State financial management processes, and to maintain accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP) and financial, administrative, and audit requirements as set forth in the most recent versions of the Code of Federal Regulations and Office of Management and Budget Circulars. A nonexclusive list of regulations commonly applicable to DHS grants includes:

   i. Administrative Requirements: 2 CFR 200 (State and Local Governments) and 2 CFR Part 215 (Non-Profit Organizations).

   ii. Cost Principles: 2 CFR Part 225 (State, Local, and Tribal Governments); Part 230 (Non-Profit Organizations); and Federal Acquisition Regulations (FAR) Part 31.2 (Contracts with Commercial Organizations).

   iii. Audit Requirements: 2 CFR 200.21.

c) To comply with all City and State procurement requirements, including the competitive bid processes as outlined in Portland City Code (PCC) and Oregon Revised Statutes (ORS). A nonexclusive list of code and statutes commonly applicable to procurement include:

   i. PCC Chapter 5.33 (Goods and Services) and PCC Chapter 5.68 (Professional, Technical and Expert Service Contracts).

   ii. ORS 279A (Public Contracting – General Provisions) and ORS 279B (Public Contracting – Public Procurements).

d) That all equipment, supplies, and services procured by the Agency are as described in the approved grant budget documents.

e) That regardless of how it is procured, all equipment and supplies purchased shall be owned by the Agency or the Agency's sub-recipient until disposition takes place. The Agency or the Agency's sub-recipient shall be responsible for inventory tracking, maintenance and storage while in possession of such equipment and supplies.

f) That regardless of who the Owner is, all equipment purchased with grant funds will be made available to all eligible regional partners per 44 CFR 13.32(c)(2). All reasonable requests must be met when sufficient notice is given and no reasonable conflict exists. Owners may not charge "rental" fees for equipment, but may seek reimbursement for normal expendables (not already covered by grant funds) such as fuel, vehicle damage, maintenance for wear and tear, etc., when appropriate.

g) To comply with all property and equipment tracking and monitoring processes required by the grant, this Agreement, the City and the State. To treat all single items of equipment valued over $5,000 as fixed assets and to provide the City with a list of such equipment on an annual basis, using PBEM's Equipment Inventory Report and completing and returning the report to PBEM on or before June 30th. **The list should include, but is not limited to, status, asset number, funding source, date of purchase, equipment description, serial number, and location where the equipment is housed or stored. Additionally, all equipment must have a sticker affixed that visibly states: "Purchased with funds provided by the U.S Department of Homeland Security."** All requirements for the tracking and monitoring of fixed assets are set forth in 2 CFR 200 Subparts A-D and 2 CFR 200.21. 2 CFR 200.21 compliance supplement on transfer and disposition reporting can be found on the Whitehouse website:
http://www.whitehouse.gov/sites/default/files/omb/assets/OMB/circulars/a133_compliance/2011/pt3.pdf
The Agency or the Agency's sub-recipient shall maintain and store all equipment and supplies, provided or purchased, in the manner that will keep it safe, prolong its useful life and be maintained in good working condition at all times.

h) That any request or invoice it submits for reimbursement of costs will be consistent with the items identified in the approved grant budget documents.

i) That it understands and accepts full financial responsibility and may not be reimbursed for costs incurred which have not been approved by the State

and/or the U.S. Department of Homeland Security, FEMA Grant Programs Directorate.

j) That it will not deviate from the items listed in the approved grant budget documents without first securing written approval from the City.

k) That all publications created with funding under this grant shall prominently contain the following statement: "This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."

l) That all financial records, supporting documentation and all other records pertinent to this grant or agreements under this grant shall be retained by the Agency following termination, completion or expiration of this Agreement for purposes of State of Oregon or Federal examination and audit, as established by Federal, State or City retention schedules (whichever is longer). Currently, the City of Portland's retention requirement for these documents is 10 years. A nonexclusive list of code and statutes commonly applicable to retention include:

   i. City of Portland Retention Schedules, Section 4808 http://www.portlandonline.com/auditor/index.cfm?c=27183&a=7949
   ii. OAR 166-200-0050(17)
   iii. 2 CFR 200.333-337

m) To obtain a copy of 2 CFR 200 Subparts A-D, and to apprise itself of all rules and regulations set forth.

n) Not to supplant its local funds with federal funds but rather use the federal funds to increase the amount of funds that, in the absence of federal aid, would be made available to fund programs within the UASI grant program guidelines.

o) To comply with National Incident Management System (NIMS) objectives identified as requirements by the State and certify that the Agency and any sub-recipients of the Agency are registered with the State as being NIMS compliant.

p) To comply with all applicable federal, state, and local environmental and historic preservation (EHP) requirements and provide information requested to ensure compliance with applicable laws.

q) To comply with federal guidelines concerning exclusions for vendors or contractors by verifying that a vendor or contractor is not excluded from receiving federal funds prior to any expenditure made and record of verification is maintained. Currently, verification can be made at the System for Award Management site – www.sam.gov. A copy of this report must be submitted to the City, as part of the documents required for reimbursement requests.

r) To timely comply with all reporting obligations required by the Grant's terms and the City.

s) To provide the City with Performance and Program Reports, Financial Reimbursement Reports, Asset / Inventory Reports and Audit Reports when required by the City and in the form required by the City.

   i. Performance reports are due to the City on a quarterly basis: April 15th, July 15th, October 15th, and January 15th during the term of the grant agreement. Late Performance Reports could result in the suspension and/or termination of the grant.

   ii. Asset / Inventory Reports are due to the City on an annual basis, on June 30th of each year.

   iii. Results of the Agency's 2 CFR 200.21 report are due to the City fifteen (15) days after the Agency's receipt of the report, along with a corrective action plan (if applicable). Agencies expending $750,000 or more in Federal awards during their fiscal year, are required to have an A-133 audit, as provided in OMB Circular A-133. A copy of 2 CFR 200.21 audit requirements can be found at http://www.whitehouse.gov/sites/default/files/omb/assets/omb/circulars/a133_compliance/2014/2014-compliance-supplement.pdf .

   iv. Financial Reimbursement Reports are due no less frequently than quarterly during the term of the grant agreement. Late Financial Reimbursement Reports could result in the suspension and/or termination of the grant.

   v. Per UASI Grant #15-170, Section 5b. Financial Reimbursement Reports, part ii, reimbursement for expenses will be withheld if Performance Reports are not submitted by the specified dates or are incomplete.

t) To follow the travel expense and per diem guidelines as set forth by the U.S. General Services Administration (GSA) as well as the guidelines of the City and State. Per UASI Grant #15-170, Section 5b. Financial Reimbursement Reports, part iii, reimbursement rates for travel expenses shall not exceed those allowed by the State of Oregon. Requests for reimbursement for travel must be supported with a detailed statement

identifying the person who traveled, the purpose of the travel, the dates, times, and places of travel, and the actual expenses or authorized rates incurred.

GSA per diem rates can be found on the GSA website:
http://www.gsa.gov/portal/content/104877

The City's guidelines can be found on the Office of the City Auditor's website:

BCP-FIN-6.13 Travel:
http://www.portlandonline.com/auditor/index.cfm?c=34747&a=160271

BCP-FIN-6.14 Non-travel Meals, Light Refreshments and Related Miscellaneous Expenses:
http://www.portlandonline.com/auditor/index.cfm?&a=160283&c=34747

u) To develop a sub-recipient monitoring plan that shall be in compliance with the requirements set forth in the most recent versions of applicable CFR and OMB Circulars.

v) To maintain a list of all sub-recipients of the Agency, and ensure that the entities on that list are in compliance with the terms of the Grant Agreement, including Attachment 1 and Exhibits A, B, C and D and Attachment 2. The list of sub-recipients shall be made available to the City by the Agency upon execution of this Intergovernmental Agreement, and the Agency shall immediately inform the City of any changes to the list. If the Agency's sub-recipient is a government entity, then the Agency must have an intergovernmental agreement in place with them and a copy of said agreement must be sent to the City.

w) To comply with all applicable laws, regulations, program guidance and guidelines of the Federal Government, the State of Oregon, and OEM in the performance of this Agreement, including but not limited to those listed in UASI Grant #15-170, Exhibit B, Federal Requirements and Certifications, Exhibit C, Subagreement Insurance Requirements and Exhibit D, Standard Operating Procedure Urban Areas Security Initiative (UASI) Program Management Under the Regional Disaster Preparedness Organization (RDPO).

x) To comply with all of its obligations under this Agreement and any applicable, incorporated document or documents.

3. **Effective Date and Duration.** This Agreement shall be effective from the date both parties have signed and shall be terminated upon the end date of the agreement between the City and the State (UASI Grant #15-170), unless otherwise extended by the parties in writing or this IGA is terminated due to failure of one of the Parties to perform.

4. **Amendment.** This Agreement may be modified or amended only by the written agreement of both parties but must remain consistent with the requirements of the UASI program and the Agreement between the State and the City.

5. **Termination.** Either party may terminate this Agreement in the event the other fails to comply with its obligations under the Agreement. If the Agreement is terminated due to the Agency's failure or inability to comply with the provisions of the grants or the Agreement, the Agency will be liable to the City for the full cost of any equipment, materials, or services provided by the City to the Agency, and for any penalties imposed by the State or Federal Government. Each party will notify the other, in writing, of its intention to terminate this Agreement and the reasons therefore. The other party shall have fourteen days, or such other time as the parties may agree, from the date of the notice in which to correct or otherwise address the compliance failure which is the subject of the notice.

6. **Governing Law.** 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 that arises from or relates to this Agreement shall be brought and conducted exclusively within the Circuit Court of the state of Oregon for the county of Multnomah. In the event a claim is brought in a federal forum, then it shall be brought and conducted solely and exclusively in the United States District Court for the District of Oregon.

7. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute one and the same instrument.

8. **Survival.** The terms, conditions, representations and all warranties in this Agreement shall survive the termination or expiration of this Agreement.

9. Force Majeure. Neither party shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond reasonable control. Each party shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligations under this Agreement.

10. Indemnification.

a. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, the Agency shall indemnify, defend and hold harmless the City, its commissioners, employees and agents from and against any and all liability, claims, damages, losses, and expenses, including but not limited to reasonable attorney's fees arising out of or resulting from the acts of the Agency, its officers, employees and agents in the performance of this agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, the City shall indemnify, defend and hold harmless the Agency from and against all liability, loss and costs arising out of or resulting from the acts of the City, its officers, employees and agents in the performance of this agreement.

b. The Agency shall take all reasonable steps to cause its contractor(s) or subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless OEM, the City, and their officers, employees and agents ("Indemnitee") 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 Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims

c. The Agency shall require its contractor(s) or subcontractor(s) to obtain insurance in amounts required by OEM, not to exceed OEM's limits of liability under the Oregon Tort Claims Act, and shall provide that the State of Oregon, OEM, the City and their officers, employees and members are named as Additional Insureds, but only with respect to the contractor's or subcontractor's services performed under this grant.

11. Third Party Beneficiaries. The City and the Agency are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing

in this Agreement gives, or is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such persons are individually identified by name herein.

12. Successors in Interest. The terms of this Agreement shall be binding upon the successors and assigns of each party hereto.

13. Entire Agreement. The parties agree and acknowledge that this Agreement is a complete, integrated agreement that supersedes any prior understandings related to implementation of the FY 2015 UASI program grant (Grant #15-170) and that it is the entire agreement between them relative to that grant.

14. Workers' Compensation. Each party shall be responsible for providing worker's compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers (contractors with one or more employees, unless exempt under ORS 656.027). Neither party shall be required to provide or show proof of any other insurance coverage.

15. Nondiscrimination. Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.

16. Human Trafficking (2 CFR Part 175). The Agency, employees, contractors and sub-recipients under this Agreement and their respective employees may not:

- Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
- Procure a commercial sex act during the period of time the award is in effect; or
- Use forced labor in the performance of the subgrant or subgrants under the award.

The Agency must inform the City and OEM immediately of any information the Agency receives from any source alleging a violation of any of the above prohibitions in the terms of this IGA. OEM may terminate Grant #15-170, without penalty, for violation of these provisions. OEM's right to terminate Grant #15-170 unilaterally, without penalty, is in addition to all other remedies under Grant #15-170. The Agency must include these requirements in any subgrant made to public or private entities.

17. Access to Records. Each party shall maintain, and shall have access to the books, documents, papers and other records of the other party which are related to this agreement for the purpose of making audit, examination,

excerpts, and transcripts. Copies of applicable records shall be made available upon request. Access to records for Oregon Emergency Management (OEM), Oregon Secretary of State, the Office of the Comptroller, the General Accounting Office (GAO), or any of their authorized representatives, shall not be limited to the required retention period but shall last as long as records are retained.

18. Subcontracts and Assignment. Notwithstanding any goods or services the Agency procures using UASI grant funds received under this IGA, neither party will subcontract or assign any part of this agreement without the prior written consent of the other party. Notwithstanding City approval of a subcontractor, the Agency shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Agency hereunder.

City of Portland

_____ Date_____

APPROVED AS TO FORM

_____ Date_____
Attorney

Columbia County, Oregon

_____ Date_____

APPROVED AS TO FORM

_____ Date_____
Attorney

ATTACHMENT 1

OREGON MILITARY DEPARTMENT
OFFICE OF EMERGENCY MANAGEMENT
URBAN AREA SECURITY INITIATIVE GRANT
CFDA # 97.067
CITY OF PORTLAND
$2,579,060
Grant No: 15-170

This Agreement is made and entered into by and between the **State of Oregon,** acting by and through the Oregon Military Department, Office of Emergency Management, hereinafter referred to as "OEM," and **City of Portland,** hereinafter referred to as "Subrecipient," and collectively referred to as the "Parties."

1. **Effective Date.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law. Reimbursements will be made for Project Costs incurred beginning on **October 1, 2015** and ending, unless otherwise terminated or extended, on **May 31, 2018** (Expiration Date). No Grant Funds are available for expenditures after the Expiration Date. OEM'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: **Federal Requirements and Certifications**
   Exhibit C: **Subcontractor Insurance**
   Exhibit D: **Information required by 2 CFR 200.331(a)**

   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 B; this Agreement without Exhibits; Exhibit A; Exhibit C.

3. **Grant Funds.** In accordance with the terms and conditions of this Agreement, OEM shall provide Subrecipient an amount not to exceed **$2,579,060** in Grant Funds for eligible costs described in Section 6 hereof. Grant Funds for this Program will be from the Fiscal Year 2015 Urban Area Security Initiative (UASI) grant.

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 OEM by amendment pursuant to Section 11.d hereof.

5. **Reports.** Failure of Subrecipient to submit the required program, financial, or audit reports, or to resolve program, financial, or audit issues may result in the suspension of grant payments, termination of this Agreement, or both.

a. **Performance Reports.**

i. Subrecipient agrees to submit performance reports, using a form provided by OEM, on its progress in meeting each of the agreed upon milestones. The narrative reports will address specific information regarding the activities carried out under the FY 2015 State Homeland Security Program.

ii. Reports are due to OEM on or before the 30th day of the month following each subsequent calendar quarter (ending on March 31, June 30, September 30, and December 31).

iii. Subrecipient may request from OEM prior written approval to extend a performance report requirement past its due date. OEM, in its sole discretion, may approve or reject the request.

b. **Financial Reimbursement Reports.**

i. To receive reimbursement, Subrecipient must submit a signed Request for Reimbursement (RFR), using a form provided by OEM, that includes supporting documentation for all grant expenditures . RFRs may be submitted monthly but no less frequently than quarterly during the term of this Agreement. At a minimum, RFRs must be submitted on or before 30 days following each subsequent calendar quarter (ending on March 31, June 30, September 30, and December 31), and a final RFR must be submitted no later than 30 days following the end of the grant period.

ii. Reimbursements for expenses will be withheld if performance reports are not submitted by the specified dates or are incomplete.

iii. Reimbursement rates for travel expenses shall not exceed those allowed by the State of Oregon. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the dates, times, and places of travel, and the actual expenses or authorized rates incurred.

iv. Reimbursements will only be made for actual expenses incurred during the Grant Award Period provided in Section 1. Subrecipient agrees that no grant may be used for expenses incurred before or after the Grant Award Period.

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

a. **Disbursement Generally.** OEM 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 OEM upon approval by OEM of an RFR. Eligible costs are the reasonable and necessary costs incurred by Subrecipient for the Project, in accordance with the Urban Area Security Initiative guidance and application materials, including without limitation the United States Department of Homeland Security Notice of Funding Opportunity (NOFO), that are not excluded from reimbursement by OEM, either by this Agreement or by exclusion as a result of financial review or audit. The guidance, application materials and NOFO are available at http://www.oregon.gov/OMD/OEM/Pages/plans_train/grant_info.aspx.

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

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

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

iii. Subrecipient'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. Subrecipient has provided to OEM a RFR in accordance with Section 5.b of this Agreement.

c. **Recovery of Grant Funds.** Any funds disbursed to Subrecipient 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 ("Unexpended Funds") must be returned to OEM. Subrecipient shall return all Misexpended Funds to OEM promptly after OEM's written demand and no later than 15 days after OEM's written demand.

7. **Representations and Warranties of Subrecipient.** Subrecipient represents and warrants to OEM as follows:

a. **Organization and Authority.** Subrecipient is a political subdivision of the State of Oregon and is eligible to receive the Grant Funds. Subrecipient 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 Subrecipient of this Agreement (1) have been duly authorized by all necessary action of Subrecipient 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, (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 Subrecipient is a party or by which Subrecipient 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 Subrecipient of this Agreement.

b. **Binding Obligation.** This Agreement has been duly executed and delivered by Subrecipient and constitutes a legal, valid and binding obligation of Subrecipient, 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.** Subrecipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

d. **NIMS Compliance.** By accepting FY 2015 funds, Subrecipient certifies that it has met National Incident Management System (NIMS) compliance activities outlined in the Oregon NIMS Requirements located through the OEM at http://www.oregon.gov/OMD/OEM/Pages/plans_train/NIMS.aspx#Oregon_NIMS_Requirements.

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

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

a. **Records, Access to Records and Facilities.** Subrecipient 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. Subrecipient acknowledges and agrees, and Subrecipient will require its contractors, subcontractors, sub-recipients (collectively hereafter "contractors"), successors, transferees, and assignees to acknowledge and agree, to provide OEM, Oregon Secretary of State (Secretary), Office of Inspector General (OIG), Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), or any of their authorized representatives, access to records, accounts, documents, information, facilities, and staff. Subrecipient and its contractors must cooperate with any compliance review or complaint investigation by any of the above listed agencies, providing them access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary. The right of access is not limited to the required retention period but shall last as long as the records are retained.

b. **Retention of Records.** Subrecipient 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 until the latest of (a) six years following termination, completion or expiration of this Agreement, (b) upon resolution of any litigation or other disputes related to this Agreement, or (c) as required by 2 CFR 200.333. It is the responsibility of Subrecipient to obtain a copy of 2 CFR Part 200. and to apprise itself of all rules and regulations set forth.

c. **Audits.**

i. If Subrecipient expends $750,000 or more in Federal funds (from all sources) in its fiscal year, Subrecipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR 200 Subpart F. Copies of all audits must be submitted to OEM within 30 days of completion. If Subrecipient expends less than $ 750,000 in its fiscal year in Federal funds, Subrecipient is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in Section 8.a. herein.

ii. Audit costs for audits not required in accordance with 2 CFR 200 Subpart F are unallowable. If Subrecipient did not expend $750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the grant.

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

9. **Subrecipient Procurements; Property and Equipment Management and Records; Subcontractor Indemnity and Insurance**

a. **Subagreements.** Subrecipient may enter into agreements (hereafter "subagreements") for performance of the Project. Subrecipient shall use its own procurement procedures and regulations, provided that the procurement conforms to applicable Federal and State law (including without limitation ORS chapters 279A, 279B, 279C, and that for contracts for more than $150,000, the contract shall address administrative, contractual or legal remedies for violation or breach of contract terms and provide for sanctions and penalties as appropriate, and for

contracts for more than $10,000 address termination for cause or for convenience including the manner in which termination will be effected and the basis for settlement).

i. Subrecipient shall provide to OEM copies of all Requests for Proposals or other solicitations for procurements anticipated to be for $100,000 or more and to provide to OEM, upon request by OEM, such documents for procurements for less than $100,000. Subrecipient shall include with its RFR a list of all procurements issued during the period covered by the report.

ii. All subagreements, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner that encourages fair and open competition to the maximum practical extent possible. All sole-source procurements in excess of $100,000 must receive prior written approval from OEM in addition to any other approvals required by law applicable to Subrecipient. Justification for sole-source procurement in excess of $100,000 should include a description of the program and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.

iii. Subrecipient shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to OEM.

iv. Subrecipient agrees that, to the extent it uses contractors, such contractors shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

b. **Purchases and Management of Property and Equipment; Records.** Subrecipient agrees to comply with all applicable federal requirements referenced in Exhibit B, Section II.C.1 to this Agreement and procedures for managing and maintaining records of all purchases of property and equipment will, at a minimum, meet the following requirements:

i. All property and equipment purchased under this agreement, whether by Subrecipient or a contractor, will be conducted in a manner providing full and open competition and in accordance with all applicable procurement requirements, including without limitation ORS chapters 279A, 279B, 279C, and purchases shall be recorded and maintained in Subrecipient's property or equipment inventory system.

ii. Subrecipient's property and equipment records shall include: a description of the property or equipment; the manufacturer's serial number, model number, or other identification number; the source of the property or equipment, including the Catalog of Federal Domestic Assistance (CFDA) number; name of person or entity holding title to the property or equipment; the acquisition date; cost and percentage of Federal participation in the cost; the location, use and condition of the property or equipment; and any ultimate disposition data including the date of disposal and sale price of the property or equipment.

iii. A physical inventory of the property and equipment must be taken and the results reconciled with the property and equipment records at least once every two years.

iv. Subrecipient must develop a control system to ensure adequate safeguards to prevent loss, damage, or theft of the property and equipment. Subrecipient shall investigate any loss, damage, or theft and shall provide the results of the investigation to OEM upon request.

v. Subrecipient must develop, or require its contractors to develop, adequate maintenance procedures to keep the property and equipment in good condition.

vi. If Subrecipient is authorized to sell the property or equipment, proper sales procedures must be established to ensure the highest possible return.

vii. Subrecipient agrees to comply with 2 CFR 200.313 pertaining to use and disposal of equipment purchased with Grant Funds, including when original or replacement equipment acquired with Grant Funds is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency.

viii. Subrecipient shall require its contractors to use property and equipment management requirements that meet or exceed the requirements provided herein applicable to all property and equipment purchased with Grant Funds.

ix. Subrecipient shall, and shall require its contractors to, retain, the records described in this Section 9.b. for a period of six years from the date of the disposition or replacement or transfer at the discretion of OEM. Title to all property and equipment purchased with Grant Funds shall vest in Subrecipient if Subrecipient provides written certification to OEM that it will use the property and equipment for purposes consistent with the State Homeland Security Program.

c. **Subagreement indemnity; insurance.** Subrecipient'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 OEM 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 Subrecipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that OEM shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of OEM, be indemnified by the other party to Subrecipient's subagreement(s) from and against any and all Claims.

Any such indemnification shall also provide that neither Subrecipient's contractor(s) nor any attorney engaged by Subrecipient's contractor(s) shall defend any claim in the name of OEM or any agency of the State of Oregon (collectively "State"), nor purport to act as legal representative of the State 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 Subrecipient's contractor is prohibited from defending State or that Subrecipient's contractor 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 Subrecipient's contractor if State elects to assume its own defense.

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

10. Termination

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

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

   ii. OEM fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow OEM, 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. Subrecipient takes any action pertaining to this Agreement without the approval of OEM and which under the provisions of this Agreement would have required the approval of OEM.

   vi. OEM determines there is a material misrepresentation, error or inaccuracy in Subrecipient's application.

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

   i. The requisite local funding to continue the Project becomes unavailable to Subrecipient; 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 ten days, if the other Party fails to comply with any of the terms of this Agreement.

d. **Settlement upon Termination.** Immediately upon termination under Sections 10.a.i, v. or vi, no Grant Funds shall be disbursed by OEM and Subrecipient shall return to OEM Grant Funds previously disbursed to Subrecipient by OEM in accordance with Section 6.c and the terminating party may pursue additional remedies in law or equity. Termination of this Agreement does not relieve Subrecipient of any other term of this Agreement that may survive termination, including without limitation Sections 11.a and c.

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 OEM or Subrecipient 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 OEM is jointly liable with Subrecipient (or would be if joined in the Third Party Claim), OEM 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 Subrecipient in such proportion as is appropriate to reflect the relative fault of OEM on the one hand and of Subrecipient 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 OEM on the one hand and of Subrecipient 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. OEM'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 OEM had sole liability in the proceeding.

With respect to a Third Party Claim for which Subrecipient is jointly liable with OEM (or would be if joined in the Third Party Claim), Subrecipient 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 OEM in such proportion as is appropriate to reflect the relative fault of Subrecipient on the one hand and of OEM 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 Subrecipient on the one hand and of OEM 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. Subrecipient'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. Each party shall bear its own costs incurred under this Section 11.b.

c. **Responsibility for Grant Funds.** Any Subrecipient of Grant Funds, pursuant to this Agreement with OEM, shall assume sole liability for that Subrecipient's breach of the conditions of this Agreement, and shall, upon such recipient's breach of conditions that requires OEM to return funds to the FEMA, hold harmless and indemnify OEM for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the Subrecipient 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.** Subrecipient 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.** OEM and Subrecipient 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.

Subrecipient 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 Subrecipient, 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 Section, any communications between the parties hereto or notice to be given hereunder shall be given in writing by personal delivery, facsimile, email or mailing the same by registered or certified mail, postage prepaid to Subrecipient or OEM at the appropriate 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. Any communication or notice so addressed and sent by registered or certified mail shall be deemed delivered upon receipt or refusal of receipt. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed Notices under this Section unless receipt by the other party is expressly acknowledged in writing by the receiving party.

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 OEM (or any other agency or department of the State of Oregon) and Subrecipient 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.** Subrecipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation as described in Exhibit B.

j. **Insurance; Workers' Compensation.** All employers, including Subrecipient, 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. Subrecipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.

k. **Independent Contractor.** Subrecipient shall perform the Project as an independent contractor and not as an agent or employee of OEM. Subrecipient has no right or authority to incur or create any obligation for or legally bind OEM in any way. Subrecipient acknowledges and agrees that Subrecipient is not an "officer", "employee", or "agent" of OEM, 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 and referenced documents, 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. Subrecipient, 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.

SIGNATURE PAGE TO FOLLOW

CITY OF PORTLAND

By _____

Name CHARLES HALES
(printed)

Date 2/24/2016

APPROVED AS TO LEGAL SUFFICIENCY
(If required for Subrecipient)

APPROVED AS TO FORM

By _____
Subrecipient's Legal Counsel

CITY ATTORNEY

Date 1-29-16

Subrecipient Program Contact:
Carmen Merlo
Director
City of Portland
Portland Bureau of Emergency Management
9911 SE Bush St
Portland, OR 97266
503-823-2691
carmen.merlo@portlandoregon.gov

Subrecipient Fiscal Contact:
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Business Operations Supervisor
City of Portland
Portland Bureau of Emergency Management
9911 SE Bush St
Portland, OR 97266
503-823-4187
keren.ceballos@portlandoregon.gov

OEM

By _____

Matthew T. Marheine
Operations and Preparedness Section Manager, OEM

Date 3/7/16

APPROVAL FOR LEGAL SUFFICIENCY

By Cynthia Byrnes via email
Senior Assistant Attorney General

Date October 8, 2015

OEM Program Contact:
Sidra Metzger-Hines
Grants Coordinator
Oregon Military Department
Office of Emergency Management
PO Box 14370
Salem, OR 97309-5062
503-378-2911 extension 22251
sidra.metzgerhines@state.or.us

OEM Fiscal Contact:
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Grants Accountant
Oregon Military Department
Office of Emergency Management
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dan.gwin@state.or.us

Exhibit A
Grant No: 15-170
Subrecipient: City of Portland, Bureau of Emergency Management

I. **Project Description**

Project Title: FY15 Urban Area Security Initiative (UASI)

The Urban Area Security Initiative grant program is administered by the City of Portland Bureau of Emergency Management (PBEM) and run through the Regional Disaster Preparedness Organization (RDPO) which consists of member organizations from Multnomah, Washington, Clackamas, and Clatsop counties as well as Clark county, Washington. The RDPO Steering Committee selected five investment areas to focus the UASI funds on based upon the UASI and State THIRAs as well as member input. Investment Justifications are as follows:

- Collaborative Regional Planning and Organization
- Interoperable Communications and Situational Awareness
- Regional Incident Response and Recovery
- Community and Citizen Preparedness
- Intelligence and Information Sharing

Projects funded through approval of the RDPO working groups, program committee and steering committee will further regional readiness through focus in the investment justification areas.

II. **Budget**

CBRNE Incident Response Vehicle	$ 80,000	
CBRNE Logistic Support Equipment	$ 273,200	
Detection Equipment	$ 8,500	
Information Technology	$ 580,000	
Other Authorized Equipment	$ 73,719	
Power Equipment	$ 130,000	
Planning	$ 991,426	
Training	$ 303,215	
Exercise	$ 19,000	
Administration	$ 120,000	
Total		**$2,579,060**

EXHIBIT B

Federal Requirements and Certifications

I. General. Subrecipient agrees to comply with all federal requirements applicable to this Agreement, including without limitation financial management and procurement requirements and maintain accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP) and financial, administrative, and audit requirements as set forth in the most recent versions of the Code of Federal Regulations (CFR), Department of Homeland Security (DHS) program legislation, and DHS/Federal Emergency Management Agency (FEMA) regulations.

II. Specific Requirements and Certifications

A. **Debarment, Suspension, Ineligibility and Voluntary Exclusion.** Subrecipient certifies by accepting funds under this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from participation in this transaction by any Federal department or agency (2 CFR 200.213).

B. **Standard Assurances and Certifications Regarding Lobbying.** Subrecipient is required to comply with 2 CFR 200.450 and the authorities cited therein, including 31 USC § 1352 and *New Restrictions on Lobbying* published at 55 Federal Register 6736 (February 26, 1990.

C. **Compliance with Applicable Federal Law.** Subrecipient agrees to comply with all applicable laws, regulations, program guidance, the Federal Government in the performance of this Agreement, including but not limited to:

1. Administrative Requirements set forth in 2 CFR Part 200, including without limitation:

   a. Using Grant Funds only in accordance with applicable cost principles described in 2 CFR Subpart E, including that costs allocable to this Grant may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations or the terms of federal awards or other reasons;

   b. Subrecipient must establish a Conflict of Interest policy applicable to any procurement contract or subawards made under this Agreement in accordance with 2 CFR 200.112. Conflicts of Interest must be disclosed in writing to the OEM within 5 calendar days of discovery including any information regarding measures to eliminate, neutralize, mitigate or otherwise resolve the conflict of interest.

2. USA Patriot Act of 2001, which amends 18 USC §§ 175-175c.

3. Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 USC 2225(a).

4. False Claims Act & Program Fraud Civil Remedies, 31 USC 3729, prohibiting recipients of federal payments from submitting a false claim for payment. *See* 38 USC 3801-3812 detailing administrative remedies for false claims and statements made.

5. Whistleblower Protection Act, 10 USC §§ 2409 and 2324 and 41 USC §§ 4712, 4304 and 4310 requiring compliance with whistleblower protections, as applicable.

6. No supplanting. Grant Funds under this Agreement shall not replace funds that have been budgeted for the same purposes through non-Federal sources. Subrecipient may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than receipt or expected receipt of Federal funds. Any project cost allocable to this Agreement

may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons.

D. **Non-discrimination and Civil Rights Compliance, Equal Employment Opportunity Program, and Services to Limited English Proficient (LEP) Persons.**

1. **Non-discrimination and Civil Rights Compliance.** Subrecipient, and all its contractors and subcontractors, assures compliance with all applicable nondiscrimination laws, including but not limited to:

   a. Title VI of the Civil Rights Act of 1964, 42 USC § 2000d et seq., as amended, and related nondiscrimination regulations in 6 CFR Part 21 and 44 CFR Part 7.

   b. Title VIII of the Civil Rights Act of 1968, 42 USC § 3601, as amended, and implementing regulations at 6 CFR Part 21 and 44 CFR Part 7.

   c. Titles I, II, and III of the Americans with Disabilities Act of 1990, as amended, 42 USC §§ 12101 – 12213.

   d. Age Discrimination Act of 1975, 42 USC § 6101 et seq.

   e. Title IX of the Education Amendments of 1972, as amended, 20 USC § 1681 et seq.

   f. Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794, as amended.

   g. If, during the past three years, Subrecipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, Subrecipient must provide a letter certifying that all documentation of such proceedings, pending or completed, including outcome and copies of settlement agreements will be made available to OEM upon request. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against Subrecipient, or Subrecipient settles a case or matter alleging such discrimination, Subrecipient must forward a letter to OEM summarizing the finding and making a copy of the complaint and findings available to OEM.

2. **Services to Limited English Proficient (LEP) Persons.** Subrecipient, and any of its contractors and subcontractors agrees to comply with the requirements Title VI of the Civil Rights Act of 1964 and Executive Order 13166, improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin and resulting agency guidance, national origin discrimination includes discrimination on the basis of LEP. To ensure compliance with Title VI, Subrecipient must take reasonable steps to ensure that LEP persons have meaningful access to your programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Subrecipient is encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance additional information regarding LEP obligations, please see http://www.lep.gov.

F. **Procurement of Recovered Materials.** Subrecipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Recovery and Conservation Act and in accordance with Environmental Protection Agency guidelines at 40 CFR Part 247.

G. **SAFECOM.** If the Grant Funds are for emergency communication equipment and related activities, Subrecipient must comply with SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

H. **Drug Free Workplace Requirements.** Subrecipient agrees to comply with the requirements of the Drug-Free Workplace Act of 1988, 41 USC § 701 et seq., as amended, and implementing regulations at 2 CFR Part 3001 which require that all organizations receiving grants (or subgrants) from any Federal agency agree to maintain a drug-free workplace. Subrecipient must notify this office if an employee of Subrecipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment.

I. **Human Trafficking (2 CFR Part 175).** Subrecipient must comply with requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, 22 USC § 7104, as amended and 2 CFR § 175.15.

J. **Fly America Act of 1974.** Subrecipient agrees to comply with the requirements of the Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 USC § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, as amended, (49 USC § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to the Comptroller General Decision B138942.

K. **Activities Conducted Abroad.** Subrecipient agrees to comply with the requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

L. **Acknowledgement of Federal Funding from DHS.** Subrecipient agrees to comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

M. **Copyright.** Subrecipient shall affix the applicable copyright notices of 17 USC § 401 or 402 and an acknowledgement of Government sponsorship (including Subgrant number) to any work first produced under an award unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this Agreement, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, Subrecipient grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works.

N. **Patents and Intellectual Property Rights.** Unless otherwise provided by law, Subrecipient is subject the Bayh-Dole Act, 35 USC § 200 et seq., as amended, including requirements governing the development, reporting and disposition of rights to inventions and patents resulting from financial assistance awards, 37 CFR Part 401, and the standard patent rights clause in 37 CFR § 401.14.

O. **Use of DHS Seal, Logo and Flags.** Subrecipient agrees to obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

P. **Personally Identifiable Information (PII).** Subrecipient, if it collects PII, is required to have a publically available privacy policy that described what PII they collect, how they use it, whether they share it with third parties and how individuals may have their PII corrected where appropriate.

Q. **Federal Debt Status.** Subrecipient shall be non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, benefit overpayments and any amounts due under Section 11.c of this Agreement. See OMB Circular A-129 for additional information and guidance.

R. **Energy Policy and Conservation Act.** Subrecipient must comply with the requirements of 42 USC § 6201 which contains policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with the Act.

S. **Lobbying Prohibitions.** Subrecipient must comply with 31 USC §1352, which provides that none of the funds provided under an award may be expended by the subrecipient to pay any person to influence, or attempt to influence and officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

T. **Terrorist Financing.** Subrecipient must comply with US Executive Order 13224 and US law that prohibits transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of Subrecipients to ensure compliance with the EO and laws

EXHIBIT C

Subagreement Insurance Requirements

GENERAL.

Subrecipient 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. Subrecipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Subrecipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Subrecipient 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 Subrecipient permit work under a subagreement when Subrecipient 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 Subrecipient 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 OEM:

Bodily Injury, Death and Property Damage:

$500,000 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 OEM:

Bodily Injury, Death and Property Damage:

$500,000 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 OEM, 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 Subrecipient'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 OEM may grant approval of the maximum "tail " coverage period reasonably available in the marketplace. If OEM 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 Subrecipient 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. Subrecipient 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

Information required by 2 CFR 200.331(a)

1. Federal Award Identification:

(i) Sub-recipient name (which must match registered name in DUNS): City of Portland

(ii) Sub-recipient's DUNS number: 054971197

(iii) Federal Award Identification Number (FAIN): EMW-2015-SS-00044-S01

(iv) Federal Award Date: August 13, 2015

(v) Sub-award Period of Performance Start and End Date: From October 1, 2015 to May 31, 2018

(vi) Amount of Federal Funds Obligated by this Agreement: $2,579,060

(vii) Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this agreement: $3,119,009

(viii) Total Amount of Federal Award committed to the Subrecipent by the pass-through entity: $2,731,227

(ix) Federal award project description: Urban Area Security Initiative plays an important role in the implementation of the National Preparedness System by supporting the building, sustainment, and delivery of core capabilities in the Portland regional area essential to achieving the National Preparedness Goal of a secure and resilient Nation.

(x) (a) Name of Federal awarding agency: U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA)
(b) Name of Pass-through entity: Oregon Military Department, Office of Emergency Management
(c) Contact information for awarding official: Dave Stuckey, Director, PO Box 14370, Salem, OR 97309-5062

(xi) CFDA Number and Name: 97.067 Homeland Security Grant Program
Amount: $6,837,000

(xii) Is Award R&D? No

(xiii) Indirect cost rate for the Federal award: 0%

2. Subrecipient's indirect cost rate: 0%

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MAR 02 2016

Final: Approved at April 11, 2012 Steering Committee Meeting

Standard Operating Procedure
Urban Areas Security Initiative (UASI) Program Management Under the Regional Disaster Preparedness Organization (RDPO)

The Portland Urban Area (PUA) includes the City of Portland, Clackamas, Columbia, Multnomah and Washington Counties in Oregon, and Clark County in Washington. The federal Urban Areas Security Initiative (UASI) was established in 2003 and awarded grant funds to the PUA to enhance the regional capability to prevent and reduce its vulnerability to a range of hazards.

The Regional Disaster Preparedness Organization (RDPO) serves as the Urban Area Working Group (UAWG), the governance structure to set direction and oversee implementation of the UASI Program in the PUA. The fiscal agent for the Portland UASI Program is the City of Portland and the assigned Point of Contact (POC) is the Director of the Portland Bureau of Emergency Management (PBEM).

These standard operating procedures govern the coordination, development and implementation of all UASI program initiatives.

I. Composition, Roles and Responsibilities

The RDPO/UAWG is comprised of six organizational components:

- Policy Committee (PC)
- Steering Committee (SC)
- Program Committee (PrC)
- Grants and Finance Committee (GFC)
- Working Groups (WG)
- Grant Administrator/Point of Contact (GA/POC)

A. Policy Committee (PC) — Composition includes 17 elected officials: one representative from each of the five counties, the City of Portland, Metro, and 10 Cities (two per county). The PC is responsible for:

- Endorsing and supporting the Portland Urban Area Homeland Security Strategy (PUAHSS) and priorities, as developed by the Steering Committee.
- Providing political leadership to develop and pursue regional disaster preparedness policies and future vision for the PUA influenced in part by the UASI grant program outcomes and experience (e.g., Program Review).
- Providing oversight to the UASI evaluation process to determine the effectiveness and impact of the UASI program in meeting its goals and objectives.
- Advising on issues brought forward by the Steering Committee.

B. The Steering Committee (SC) — Composition includes up to 18 executive level members: one representative from each of the five counties and the City of Portland, the Chair of the PrC, one representative each for law enforcement, fire/EMS, public

safety communications, and public health, two representatives for public works and up to five at-large representatives (private and non-profit sector representatives, as well as additional public sector representation). The SC sis responsible for:

- Informing the PC on UASI grant matters.
- Reviewing, managing and updating the RDPO strategy and PUAHSS, as needed.
- Adopting and maintaining grant management policies and procedures.
- Providing the PrC with strategic direction (priorities) for project development and funding allocations.
- Giving final approval of grant applications.
- Ensuring grant funds are utilized strategically, efficiently and effectively (i.e., maximum program impact, sound utilization of resources).
- Approving reallocation and reprogramming requests that involve a major change of scope from the original project or an entirely new project of $20,000 or more.
- Resolving grant issues forwarded by the PrC.

C. **The Program Committee (PrC)** — Composition includes the chairs of the WGs or their designees. The PrC is responsible for:

- Vetting project proposals from all WGs for applications and reprogramming processes.
- Determining the package of projects and initiatives to recommend to the SC for approval—i.e., inclusion in the UASI grant application (new funding cycle).
- Making decisions on funding allocations, reallocations and reprogramming requests greater than $10,000.
- Implementing the RDPO strategy and PUAHSS.
- Providing progress reports to the SC.

D. **Grants and Finance Committee (GFC)** — Composition includes one representative each from the City of Portland's Office of Management and Finance, PBEM grants and finance and the Oregon State Administrative Agency (SAA), and two to three selected regional staff representatives. The GFC is responsible for:

- Ensuring that all proposals align with the RDPO strategy and the PUAHSS.
- Reviewing all project proposals for compliance with regional, state and federal program guidance.
- Reviewing all budgets for compliance with city, state and federal requirements.
- Providing financial expenditure reports, including grant burn rates, to the Program Committee, Steering Committee, et al. (Note: the GFC Chair will provide support on questions of a financial data or compliance nature.)
- Making decisions on funding allocations less than $10,000.

E. **Work Group (WG)** — Composition includes representatives from all interested/participating jurisdictions/disciplines. Some WGs are discipline focused while others may be capability or project focused. The WGs are responsible for:

- Developing project proposals for recommendation to the PrC.
- Managing projects.
- Providing progress reports to the PrC and GFC.
- Implementing the RDPO strategy and PUAHSS.

F. **Grant Administrator/Point of Contact (GA/POC)** — The UASI GA/POC represents the fiscal agent, the City of Portland, and is responsible for communication and coordination with the SAA, Oregon Emergency Management (OEM). The GA/POC does not have decision-making authority over the contents of grant applications, including which projects are contained within, but is responsible for ensuring grant compliance and sound fiduciary performance. Specifically, the GA/POC is responsible for:
   - Liaising between the RDPO and the SAA on all UASI matters, and submitting proposals and reports to the SAA.
   - Supporting the Grants and Finance Committee in the discharge of its duties.

II. Decision Making Process

A. Decisions are made using a consensus model that assumes all members can and will support decisions made by the group.
B. Before a committee/group decision is considered final, the chair of the committee/group tests consensus by asking if any member is unable to support the decision.
C. If consensus cannot be reached, a vote occurs. Each member in attendance is entitled to one vote. WG co-chairs must select one person to represent their working group's vote on the PrC. (Additional details for each committee/group are available in their specific SOPs).
D. The decision whether or not to vote on an issue is generally at the discretion of the chair. However, any member may request a vote.
E. The results of the vote are documented in the notes from the meeting.
F. In some situations, it may not be possible to hold a meeting to decide an issue. For example, a decision on a grant application may require a quick assessment to meet a deadline. In these cases, group members may be asked to vote by other means such as an online survey or email. When a vote is taken in this manner the chair shares the results of the vote – and how each member voted –with the committee/group members.

III. Funding Methodology

A. Background

1. UASI grant funds are awarded by the U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) on an annual basis.
2. The awards are made based on applications consisting of investment justifications (initiatives) submitted by the PUA. Each investment justification represents one or more related projects.
3. All projects must be supported by the Portland Urban Area Homeland Security Strategy (PUAHSS) and be consistent with the purpose and specific requirements of the UASI grant program.
4. All UASI grant sub-recipients are bound by contracts or intergovernmental agreements that require compliance with all grant terms and conditions.
5. Awarded grant funds are managed by the RDPO/UAWG consistent with investment justifications.

6. Grant funds may be reallocated or reprogrammed to other projects (new or existing), when appropriate, if the projects are consistent with the PUA's investment justifications, support the PUAHSS and are approved by the RDPO/UAWG and, when required, the State Administrative Agency (SAA).

B. Guiding Principles

1. All WGs and standing committees have equal access and opportunity to seek UASI grant funding.
2. All jurisdictions that seek funding through the UASI grant program must be National Incident Management System (NIMS) compliant.
3. Projects that provide multi-jurisdictional or multi-disciplinary benefit are given preference over single agency or single jurisdiction requests.
4. Whenever possible, projects should provide regional benefit by reducing risk, developing/supporting regional plans or developing/enhancing regional capabilities.
5. As the UASI administrative agency, all questions to state or federal government partners about the eligibility of grant-funded projects or items shall be coordinated by PBEM.
6. All projects are subject to FEMA's Environmental Planning and Historic Preservation (EHP) review. No funds will be allocated to or expended on a project until the required EHP review has been completed and approved.

C. Allocation Process

1. Annual Grant Application and Award

    a. Steering Committee
        i. Develops priorities for the annual application (investment justifications) based on the grant guidance, the RDPO Strategy, the PUAHSS, and ongoing initiatives and projects.
        ii. Develops the application timeline and assigns work to ensure completion of the application by the grant submission deadline.
        iii. Reviews and approves the application (narrative and budget) prior to submission to the SAA and DHS/FEMA.

    b. Program Committee
        i. Vets all project proposals based on their benefit to the region, linkage to the PUAHSS and ability to be completed during the grant performance period.
        ii. May develop proposals (including a narrative and budget) for projects that overlap multiple WGs or for which there is no responsible WG.
        iii. Decides which projects and associated funding levels will be recommended to the SC for inclusion in the application.
        iv. Works with the GFC and regional staff to draft investment justifications for submittal to the SC.

v. Following the grant award, adjusts the budget if necessary and submits it to the SC and GFC for review and submission to the SAA.

c. WGs/Standing Committees
   i. Develop and prioritize committee or discipline-specific project proposals, including project descriptions and budgets.
   ii. Work with other WGs/standing committees to develop capability-specific project proposals including project descriptions and budgets.
   iii. Submit project proposals to the PrC for consideration.
   iv. Following final grant award and budget approval by the SAA, develop more detailed budgets and submit them to the GFC for review and approval.

d. UASI Regional Staff
   i. Support the WGs/standing committees with development of project proposals.
   ii. Work with the GFC to confirm the grant eligibility of project proposals before submittal to the PrC.
   iii. Draft investment justifications consistent with PrC and SC tasking.
   iv. Combine individual investment justification budgets into a draft overarching budget for the GFC to review.

D. Reallocation/Reprogramming Processes

1. Process for a funding reallocation request with no major change to the original project scope (funds added to an approved project or moved from one approved project to another approved project):

   a. WGs identify budget shortfalls and overages and complete amendment forms to request administrative movement of funds from one budget line to another based on project requirements and activity.
   b. The GFC acts on reallocation requests with no major change of scope under $10,000. The GFC submits reallocation requests of $10,000 or greater to the Program Committee for consideration.
   c. The Program Committee takes action on reallocation requests of $10,000 and above.
   d. The GA/POC submits approved reallocation requests above $10,000 to the SAA for approval.

2. Process for a funding reallocation requests with a major change to the original project scope (a request is made to use funding for a purpose other than originally approved or a new project is proposed outside of the regular reprogramming process):

   a. WGs identify budget changes that are a result of a new project proposal or a change of scope to the originally approved project.

b. The GFC vets the proposal to ensure the project is eligible and the budget is accurate. The GFC also reviews for compliance with city, state and federal requirements. The GFC submits allowable proposals to the PrC for review and approval.
c. The PrC takes action on reallocation requests below $20,000 and submits requests above $20,000 to the SC for review.
d. The Steering Committee notifies the GFC of approved/denied requests.
e. The GA/POC submits approved reallocation requests above $10,000 to the SAA for approval.

3. Process for reprogramming grant funding (the reassignment of funds to a newly identified project consistent with the investment justification):

   a. PrC Chair calls for all WGs to submit reprogramming project proposals and detailed budgets.
   b. The PrC reviews and acts on the reprogramming proposals and prioritizes approved proposals for funding. Regional staff provides support in the tracking of these projects and in completing and maintaining paperwork.
   c. The GFC reviews all projects for eligibility and budgets for accuracy.
   d. The PrC submits a summary report of the recommended proposals to the SC for review and approval.
   e. The GA/POC submits reprogramming requests approved by the SC to the SAA for final approval.

Adopted: April 11, 2012

Approved: April 11, 2012

Norman S. Tan _____ 8/6/12
Steering Committee Chair Date

_____ 8/6/12
Steering Committee Vice-Chair Date

Subaward Agreement
by and between COLUMBIA COUNTY and
SAFE OF COLUMBIA COUNTY FOR
Outreach and Advocacy for Survivors of Abuse;
Justice Reinvestment Grant Program

This Agreement is made and entered into by and between COLUMBIA COUNTY, a political subdivision of the State of Oregon, by and through its Department of Community Justice, hereinafter referred to as "County", and SAFE of Columbia County, 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 on the date last signed below, and shall be retroactive to July 1, 2015.

2. Completion Date. The completion date for this Agreement shall be no later than June 30, 2017, unless sooner terminated as provided herein.

3. Contractor's Services. Contractor agrees to provide outreach and advocacy services for survivors of abuse, as described in the Criminal Justice Commission Justice Reinvestment Grant Program Grant Agreement (the "Grant Agreement"), a copy of which is attached hereto, labeled Exhibit "A" and incorporated herein by this reference.

4. Consideration. Compensation under this Agreement is available for services provided beginning after July 1, 2015. County shall pay Contractor grant funds in an amount not to exceed $21,672, said amount to be the complete compensation to Contractor for the services performed under this Agreement. These fees shall include all expenses. Unless otherwise agreed to in writing by the parties, payment shall be made bi-annually within 30 days of the County's receipt of funds from the Criminal Justice Commission. This Agreement is subject to the appropriation of funds by County, and/or the receipt of funds from state and federal sources.

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

FOR COUNTY	FOR CONTRACTOR
Janet Evans, Director Department of Community Justice 901 Port Avenue St. Helens, Oregon 97051 503-366-4660 janet.evans@co.columbia.or.us	Naaman Cordova-Muenzberg, Director SAFE of Columbia County 214 Arnold Street PO Box 22 St. Helens, Oregon 97051

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 persons employed under this Agreement at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1)(b)(B) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.

Any employer working under this Agreement shall give notice in writing to employees who work on this Agreement, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

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

E. 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. Grant Requirements. The services provided under this Contract are being funded by a grant from the Criminal Justice Commission ("CJC") Justice Reinvestment Program. Contractor shall comply with all relevant terms and conditions of the Criminal Justice Commission Justice Reinvestment Grant Program grant dated December 30, 2015, as it may be amended from time to time. Notwithstanding the generality of the foregoing, Contractor agrees to the following:

A. Recovery of Grant Funds. In the event the County is required to return misexpended or unexpended funds under this Agreement to the State of Oregon pursuant to the Grant Agreement, Contractor shall return such funds within 10 days after the County's demand for misexpended funds or within 10 days after the earlier of expiration or termination of this Agreement for Unexpended funds.

B. Contractor shall make, retain, and provide County upon demand, proper and complete books of record and account and shall 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. CJC, the Secretary of State of the State of Oregon and their duly authorized representatives shall have access to the books, documents, papers and records of Contractor that are directly related to this Agreement, the Grant Funds provided hereunder, of the Project for the purpose of making audits and examinations. In addition, CJC , the Secretary of State and their duly authorized representatives may perform site reviews and inspect all vehicles, real property, facilities and equipment purchased by Contractor under this Agreement.

C. Contractor shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement and the Grant Funds for a minimum of six (6) years, or such longer period as may be required by the Grant Agreement or applicable law, following the Contract termination. If there are unresolved audit questions at the end of the six-year period, Contractor shall retain the books, documents, papers, and records until the questions are resolved.

12 . 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.

13. 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.

14. 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.

15. Indemnity. Contractor shall indemnify, defend, save, and hold harmless the County, its officers, agents and employees, and the Criminal Justice Commission 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 Contractor, its officers, agents, employees, subgrantees, or subcontractors.

    Neither Contractor, nor Contractor's attorney 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.

16. Insurance. For the duration of this Agreement, Contractor shall maintain insurance from insurance companies that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to the Criminal Justice Commission. Insurance shall be maintained in the types and amounts provided in Exhibit B of the Grant Agreement, to protect County, its officers, agents, and employees, and the Criminal Justice Commission, its officers, employees, and agents. Contractor shall provide County a certificate or certificates of insurance in the amounts described above which names County, its officers, agents and employees, and the Criminal Justice Commission, its officers, agents, and employees, as additional insureds. Such certificate or certificates shall be accompanied by an additional insured endorsement. The certificates or attached endorsements must specify A) all entities and individuals who are endorsed on the policy as Additional Insured and B) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage. 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.

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

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

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

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

In case of termination, Contractor shall be required to repay to County the amount of any funds advanced to Contractor which Contractor has not earned or expended through the provision of services in accordance with this Agreement. However, except as otherwise provided herein, 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, or to reimburse misexpended funds to the State of Oregon.

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.

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

19. 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.

20. 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.

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

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

CONTRACTOR

SAFE OF COLUMBIA · COUNTY

Name: NAAMAN CÓRDOVA MUENZBERG

By: _____

Title: EXECUTIVE DIRECTOR

Dated: MARCH 22, 2016

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____
Anthony Hyde, Chair

By: _____
Henry Heimuller, Commissioner

By: _____
Earl Fisher, Commissioner

Dated: _____

Approved as to form

By: _____
Office of County Counsel

DEC 30 2015

CRIMINAL JUSTICE COMMISSION
JUSTICE REINVESTMENT GRANT PROGRAM

885 Summer Street NE
Salem, OR 97301

This Agreement is made and entered into by and between the **State of Oregon,** acting by and through its Criminal Justice Commission, hereafter referred to as "CJC", and **Columbia County,** hereinafter referred to as "Grantee". CJC and Grantee are hereinafter referred to individually without distinction as "Party" and collectively as the "Parties".

1. Effective Date; Availability of Grant Funds. This Agreement shall become effective on the later of **July 1, 2015** or the date when this Agreement is fully executed and approved as required by applicable law. Grant Funds under this Agreement are available for eligible costs incurred beginning on the Project Start Date and ending on the Project End Date. The Project Start Date and the Project End Date are provided in Exhibit A.

2. Agreement Documents. This Agreement consists of this document (without Exhibits) and the following Exhibits, all of which are attached hereto and incorporated herein by reference:

Exhibit A: **Project Description and Budget**
Exhibit B: **Subcontractor Insurance**

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. Each of the documents comprising this Agreement is listed from highest precedence to lowest precedence: this Agreement without Exhibits; Exhibit A; Exhibit B.

3. Grant Funds. In accordance with the terms and conditions of this Agreement, CJC shall provide Grantee an amount not to exceed **$417,329** ("Grant Funds") for eligible costs described in Section 6 hereof.

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

5. Reports. Grantee shall submit the reports required by this Section.

a. Progress Reports. Grantee shall submit a report quarterly on its progress in meeting each of its agreed upon goals and objectives and comprehensive evaluation plan. The report will be in a format and include questions provided by CJC. Each progress report must include data on the extent to which Grantee met its outcome or performance

measures (as proposed in its Application, as defined below, and agreed to by CJC) and achieved the criteria as outlined in OAR 213-060-0060 (including but not limited to reduction of prison utilization) in the quarter just ended, and if Grantee has not fully met its outcome or performance measures or achieved said criteria, a detailed explanation for any shortfall. Reports must be received by CJC no later than the 10th day of each January, April, July and October, commencing January 10, 2016. Grantee must receive prior approval from CJC to extend the due date of a progress report. CJC may adjust this reporting schedule on an as needed-basis upon notice to Grantee as provided in Section 11.f.

The term "Application" means the application of the Grantee dated October 13, 2015 which is on file with CJC. The Grantee agrees to comply with the terms of the Application, to the extent they do not conflict with this Agreement.

6. Disbursement and Recovery of Grant Funds.

a. Disbursement Generally. CJC shall fund eligible costs incurred in carrying out the Project, up to the Grant Funds amount provided in Section 3. Eligible costs are the reasonable and necessary costs incurred by Grantee, or Grantee's subgrantee, contractor or subcontractor under a sub agreement (as defined in Section 9 of this Agreement), in performance of the Project. No Grant Funds may be used for expenses incurred by Grantee prior to the Project Start Date. CJC will disburse the Grant Funds in two installments, the first no later than February 1, 2016, and the second no later than October 1, 2016.

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

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

ii. The Justice Reinvestment Account ("Account") has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to make the disbursement from the Account.

iii. Grantee is in compliance with the terms of this Agreement.

iv. Grantee has, to the satisfaction of CJC and the Grant Review Committee, met its outcome or performance measures (as proposed in its Application and

agreed to by CJC) and achieved the criteria as outlined in OAR 213-060-0060, including but not limited to reduction of prison utilization.

iii. Grantee'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.

c. Recovery of Grant Funds. Any Grant Funds disbursed to Grantee 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 ("Unexpended Funds") must be returned to CJC. Grantee shall return all Misexpended Funds to CJC promptly after CJC's written demand and no later than 15 days after CJC's written demand. Grantee shall return all Unexpended Funds to CJC within 14 days after the earlier of expiration or termination of this Agreement.

7. Representations and Warranties of Grantee. Grantee represents and warrants to CJC as follows:

a. Organization and Authority. Grantee is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Grantee 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 Grantee of this Agreement (1) have been duly authorized by all necessary action of Grantee 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 Grantee's charter and organic documents, 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 Grantee is a party or by which Grantee 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 Grantee of this Agreement.

b. Binding Obligation. This Agreement has been duly executed and delivered by Grantee and constitutes a legal, valid and binding obligation of Grantee, 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. Grantee's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

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. Grantee 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. Grantee shall ensure that each of its subgrantees and subcontractors complies with these requirements, as applicable. CJC, the Secretary of State of the State of Oregon ("Secretary") and their duly authorized representatives shall have access to the books, documents, papers and records of Grantee that are directly related to this Agreement, the Grant Funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, CJC, the Secretary and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Grantee shall permit authorized representatives of CJC and the Secretary to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Grantee as part of the Project, and any transportation services rendered by Grantee.

b. Retention of Records. Grantee 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 Project End Date. If there are unresolved audit questions at the end of the six-year period, Grantee shall retain the books, documents, papers, and records until the questions are resolved.

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

9. Grantee Sub agreements and Procurements

a. Sub agreements. Grantee may enter into agreements with subgrantees, contractors or subcontractors (collectively, "sub agreements") for performance of the Project.

i. All sub agreements must be in writing and executed by Grantee and must incorporate and pass through all of the applicable requirements of this Agreement

Subaward Agreement
by and between COLUMBIA COUNTY and
AMANI CENTER FOR
CHILD ABUSE ASSESSMENT AND FAMILY SUPPORT SERVICES;
Justice Reinvestment Grant Program

This Agreement is made and entered into by and between COLUMBIA COUNTY, a political subdivision of the State of Oregon, by and through its Department of Community Justice, hereinafter referred to as "County", and Amani Center, 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 on the date last signed below, and shall be retroactive to July 1, 2015.

2. Completion Date. The completion date for this Agreement shall be no later than June 30, 2017, unless sooner terminated as provided herein.

3. Contractor's Services. Contractor agrees to provide the child abuse assessment and family support services described in the Criminal Justice Commission Justice Reinvestment Grant Program Grant Agreement (the "Grant Agreement"), a copy of which is attached hereto, labeled Exhibit "A" and incorporated herein by this reference.

4. Consideration. Compensation under this Agreement is available for services provided beginning after July 1, 2015. County shall pay Contractor grant funds in an amount not to exceed $21,672, said amount to be the complete compensation to Contractor for the services performed under this Agreement. These fees shall include all expenses. Unless otherwise agreed to in writing by the parties, payment shall be made bi-annually within 30 days of the County's receipt of funds from the Criminal Justice Commission. This Agreement is subject to the appropriation of funds by County, and/or the receipt of funds from state and federal sources.

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

FOR COUNTY	FOR CONTRACTOR
Janet Evans, Director Department of Community Justice 901 Port Avenue St. Helens, Oregon 97051 503-366-4660 janet.evans@co.columbia.or.us	, Director AMANI CENTER 1261 Columbia Blvd St. Helens, Oregon 97051

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 persons employed under this Agreement at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1)(b)(B) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.

Any employer working under this Agreement shall give notice in writing to employees who work on this Agreement, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

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

E. 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. Grant Requirements. The services provided under this Contract are being funded by a grant from the Criminal Justice Commission ("CJC") Justice Reinvestment Program. Contractor shall comply with all relevant terms and conditions of the Criminal Justice Commission Justice Reinvestment Grant Program grant dated December 30, 2015, as it may be amended from time to time. Notwithstanding the generality of the foregoing, Contractor agrees to the following:

A. Recovery of Grant Funds. In the event the County is required to return misexpended or unexpended funds under this Agreement to the State of Oregon pursuant to the Grant Agreement, Contractor shall return such funds within 10 days after the County's demand for misexpended funds or within 10 days after the earlier of expiration or termination of this Agreement for Unexpended funds.

B. Contractor shall make, retain, and provide County upon demand, proper and complete books of record and account and shall 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. CJC, the Secretary of State of the State of Oregon and their duly authorized representatives shall have access to the books, documents, papers and records of Contractor that are directly related to this Agreement, the Grant Funds provided hereunder, of the Project for the purpose of making audits and examinations. In addition, CJC , the Secretary of State and their duly authorized representatives may perform site reviews and inspect all vehicles, real property, facilities and equipment purchased by Contractor under this Agreement.

C. Contractor shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement and the Grant Funds for a minimum of six (6) years, or such longer period as may be required by the Grant Agreement or applicable law, following the Contract termination. If there are unresolved audit questions at the end of the six-year period, Contractor shall retain the books, documents, papers, and records until the questions are resolved.

12 . 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.

13. 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.

14. 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.

15. Indemnity. Contractor shall indemnify, defend, save, and hold harmless the County, its officers, agents and employees, and the Criminal Justice Commission 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 Contractor, its officers, agents, employees, subgrantees, or subcontractors.

    Neither Contractor, nor Contractor's attorney 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.

16. Insurance. For the duration of this Agreement, Contractor shall maintain insurance from insurance companies that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to the Criminal Justice Commission. Insurance shall be maintained in the types and amounts provided in Exhibit B of the Grant Agreement, to protect County, its officers, agents, and employees, and the Criminal Justice Commission, its officers, employees, and agents. Contractor shall provide County a certificate or certificates of insurance in the amounts described above which names County, its officers, agents and employees, and the Criminal Justice Commission, its officers, agents, and employees, as additional insureds. Such certificate or certificates shall be accompanied by an additional insured endorsement. The certificates or attached endorsements must specify A) all entities and individuals who are endorsed on the policy as Additional Insured and B) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage. 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.

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

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

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

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

In case of termination, Contractor shall be required to repay to County the amount of any funds advanced to Contractor which Contractor has not earned or expended through the provision of services in accordance with this Agreement. However, except as otherwise provided herein, 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, or to reimburse misexpended funds to the State of Oregon.

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.

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

19. 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.

20. 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.

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

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

CONTRACTOR

Name:_____

By:_____

Title:_____

Dated: _____

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By:_____
Anthony Hyde, Chair

By:_____
Henry Heimuller, Commissioner

By:_____
Earl Fisher, Commissioner

Dated: _____

Approved as to form

By: _____
Office of County Counsel

DEC 30 2015

CRIMINAL JUSTICE COMMISSION
JUSTICE REINVESTMENT GRANT PROGRAM

885 Summer Street NE
Salem, OR 97301

This Agreement is made and entered into by and between the **State of Oregon,** acting by and through its Criminal Justice Commission, hereafter referred to as "CJC", and **Columbia County,** hereinafter referred to as "Grantee". CJC and Grantee are hereinafter referred to individually without distinction as "Party" and collectively as the "Parties".

1. Effective Date; Availability of Grant Funds. This Agreement shall become effective on the later of **July 1, 2015** or the date when this Agreement is fully executed and approved as required by applicable law. Grant Funds under this Agreement are available for eligible costs incurred beginning on the Project Start Date and ending on the Project End Date. The Project Start Date and the Project End Date are provided in Exhibit A.

2. Agreement Documents. This Agreement consists of this document (without Exhibits) and the following Exhibits, all of which are attached hereto and incorporated herein by reference:

Exhibit A: **Project Description and Budget**
Exhibit B: **Subcontractor Insurance**

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. Each of the documents comprising this Agreement is listed from highest precedence to lowest precedence: this Agreement without Exhibits; Exhibit A; Exhibit B.

3. Grant Funds. In accordance with the terms and conditions of this Agreement, CJC shall provide Grantee an amount not to exceed **$417,329** ("Grant Funds") for eligible costs described in Section 6 hereof.

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

5. Reports. Grantee shall submit the reports required by this Section.

a. Progress Reports. Grantee shall submit a report quarterly on its progress in meeting each of its agreed upon goals and objectives and comprehensive evaluation plan. The report will be in a format and include questions provided by CJC. Each progress report must include data on the extent to which Grantee met its outcome or performance

measures (as proposed in its Application, as defined below, and agreed to by CJC) and achieved the criteria as outlined in OAR 213-060-0060 (including but not limited to reduction of prison utilization) in the quarter just ended, and if Grantee has not fully met its outcome or performance measures or achieved said criteria, a detailed explanation for any shortfall. Reports must be received by CJC no later than the 10th day of each January, April, July and October, commencing January 10, 2016. Grantee must receive prior approval from CJC to extend the due date of a progress report. CJC may adjust this reporting schedule on an as needed-basis upon notice to Grantee as provided in Section 11.f.

The term "Application" means the application of the Grantee dated October 13, 2015 which is on file with CJC. The Grantee agrees to comply with the terms of the Application, to the extent they do not conflict with this Agreement.

6. Disbursement and Recovery of Grant Funds.

a. Disbursement Generally. CJC shall fund eligible costs incurred in carrying out the Project, up to the Grant Funds amount provided in Section 3. Eligible costs are the reasonable and necessary costs incurred by Grantee, or Grantee's subgrantee, contractor or subcontractor under a sub agreement (as defined in Section 9 of this Agreement), in performance of the Project. No Grant Funds may be used for expenses incurred by Grantee prior to the Project Start Date. CJC will disburse the Grant Funds in two installments, the first no later than February 1, 2016, and the second no later than October 1, 2016.

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

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

ii. The Justice Reinvestment Account ("Account") has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to make the disbursement from the Account.

iii. Grantee is in compliance with the terms of this Agreement.

iv. Grantee has, to the satisfaction of CJC and the Grant Review Committee, met its outcome or performance measures (as proposed in its Application and

agreed to by CJC) and achieved the criteria as outlined in OAR 213-060-0060, including but not limited to reduction of prison utilization.

iii. Grantee'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.

c. Recovery of Grant Funds. Any Grant Funds disbursed to Grantee 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 ("Unexpended Funds") must be returned to CJC. Grantee shall return all Misexpended Funds to CJC promptly after CJC's written demand and no later than 15 days after CJC's written demand. Grantee shall return all Unexpended Funds to CJC within 14 days after the earlier of expiration or termination of this Agreement.

7. Representations and Warranties of Grantee. Grantee represents and warrants to CJC as follows:

a. Organization and Authority. Grantee is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Grantee 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 Grantee of this Agreement (1) have been duly authorized by all necessary action of Grantee 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 Grantee's charter and organic documents, 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 Grantee is a party or by which Grantee 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 Grantee of this Agreement.

b. Binding Obligation. This Agreement has been duly executed and delivered by Grantee and constitutes a legal, valid and binding obligation of Grantee, 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. Grantee's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

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. Grantee 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. Grantee shall ensure that each of its subgrantees and subcontractors complies with these requirements, as applicable. CJC, the Secretary of State of the State of Oregon ("Secretary") and their duly authorized representatives shall have access to the books, documents, papers and records of Grantee that are directly related to this Agreement, the Grant Funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, CJC, the Secretary and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Grantee shall permit authorized representatives of CJC and the Secretary to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Grantee as part of the Project, and any transportation services rendered by Grantee.

b. Retention of Records. Grantee 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 Project End Date. If there are unresolved audit questions at the end of the six-year period, Grantee shall retain the books, documents, papers, and records until the questions are resolved.

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

9. Grantee Sub agreements and Procurements

a. Sub agreements. Grantee may enter into agreements with subgrantees, contractors or subcontractors (collectively, "sub agreements") for performance of the Project.

i. All sub agreements must be in writing and executed by Grantee and must incorporate and pass through all of the applicable requirements of this Agreement

PUBLIC SERVICES CONTRACT
(ORS Chapter 279B)
by and between COLUMBIA COUNTY and
HUSER INTEGRATED TECHNOLOGIES

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 HUSER INTEGRATED TECHNOLOGIES, hereinafter referred to as "Contractor", for the installation of cloud-based, closed-circuit TV recording systems in the Columbia County Courthouse and the Columbia County Road Department Shop.

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 on the date last signed below.

2. Completion Date. The completion date for this Agreement shall be no later than April 29, 2021, unless sooner terminated as provided herein.

3. Contractor's Services. Contractor agrees to provide the services described in the Contractor's Proposal, dated March 9, 2016, which is attached hereto, labeled Exhibit A and incorporated herein by this reference, as amended by Contractor's undated addendum, which is attached hereto as Exhibit B and incorporated herein by this reference. All equipment shall be installed no later than April 29, 2016, unless otherwise approved in advance by the County in writing. In case of conflict between Contractor's Proposal and this Agreement, this Agreement shall control.

4. Consideration. County shall pay Contractor on a fee-for-service basis, an amount not to exceed $9,429.75 for equipment and installation and $21.55 per camera per month for Cloud Storage, said amounts, which are detailed in Exhibits A and B, are to be the complete compensation to Contractor for the services performed under this Agreement. These fees shall include all expenses. Unless otherwise agreed to in writing by the parties, payment for equipment and installation shall be made in a lump sum at the satisfactory completion of installation. Payment for Cloud Storage shall be on a quarterly basis, 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 17 of this Agreement.

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

FOR COUNTY	FOR CONTRACTOR
Casey Garrett, Facilities Manager	Billy Nichols
Columbia County Land Development Services	Huser Integrated
230 Strand Street	1313 NW 17th Ave
St. Helens, OR 97051	Portland, OR 97209
(503) 397-7213	(503) 227-6688
casey.garrett@co.columbia.or.us	billy@huserintegrated.com

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 performance of the work provided for in this Agreement. [ORS 279B.220 (1)]

(2) Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or any subcontractor incurred in the performance of this Agreement. [ORS 279B.220 (2)]

(3) Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished. [ORS 279B.220 (3)]

(4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. [ORS 279.220 (4)]

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. [ORS 279B.230 (1)]

C. Contractor shall pay employees at least time and a half pay for work the employees perform under this Agreement on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1)(b)(B) to (G) and for all time the employee works in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater. [ORS 279B.235 (5)(a)]

D. Contractor shall notify in writing employees who work on this Agreement, either at the time of hire or before work begins 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 contractor may require the employees to work. [ORS 279A.235 (5)(b)]

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. [ORS 279B.230 (2)]

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 a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a

business that a service-disabled veteran owns or an emerging small business enterprise that is certified under ORS 200.055 in awarding a subcontract.

12. Tax Law Compliance Warranty and Covenant. As required by ORS 279B.045., Contractor represents and warrants that Contractor has complied with the tax laws of this state or a political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Contractor shall continue to comply with the tax laws of this state or a political subdivision of this state during the term of the public contract. Contractor's failure to comply with the tax laws of this state or a political subdivision of this state before the Contractor executes this Agreement or during the term of this Agreement is a default for which County may terminate this Agreement and seek damages and other relief available under the terms of this Agreement or under applicable law.

13. 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.

14. 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.

15. 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.

16. 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. 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.

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

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

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

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

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

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

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

19. 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.

20. 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.

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

22. 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.

23. 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.

24. 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.

25. 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.

26. 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 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.

CONTRACTOR

By:_____

Name:_____

Title:_____

Dated: _____

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By:_____
Anthony Hyde, Chair

By:_____
Henry Heimuller, Commissioner

By:_____
Earl Fisher, Commissioner

Dated: _____

Approved as to form

By: _____
Office of County Counsel

EXHIBIT A

HUSER
INTEGRATED
TECHNOLOGIES

1313 N.W. 17th Avenue • Portland, OR 97209 • 503/227-6688

Columbia County

March 9, 2016

To: Casey Garrett

On behalf of Huser Integrated Technologies, I am pleased to present the following Scope of Work and Quotations for the installation of an Eagle Eye Cloud based CCTV Recording System for your review and approval.

Provide and install the following:

All Equipment (schedules attached), Labor to Trim and Terminate Field Devices, Commissioning, Testing, Programming for functioning Eagle Eye Systems at two facilities complete with training for Authorized County Personnel. It is understood that all equipment needs to be installed by April 30, 2016.

Quotation 5119 For the Read Maintenance Facility in Ranier, OR $3,990.97
Quotation 5227 For cameras at the County Courthouse in St. Helens, OR $5,644.75

Total for both systems: $9,635.72

If you have any questions on the information provided, need additional information or would like to discuss the system in more detail, please contact me directly at ***(503) 227-6688.***

Thank you again for the opportunity to be of service to you.

Sincerely,

Billy Nichols
billy@huser.us
503.227.6688

All material, information and supplied system prints furnished in this proposal are strictly confidential in nature and is intended solely for the above-mentioned persons in evaluating Huser Integrated Technologies as a potential vendor. No portion of the supplied material may be reproduced or distributed in any way without the expressed written permission of Huser Integrated Technologies.

EXHIBIT A

HUSER INTEGRATED TECHNOLOGIES

Columbia County

List of Equipment to be installed:

	Quotes attached	

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EXHIBIT A

HUSER
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TECHNOLOGIES

	Quotes Attached	

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Columbia County

This proposal includes all system components as described herein, along with labor as indicated below: *(included as indicated)*

Incl	Excl	
☐	☒	**System design and engineering**
☐	☒	**Preparation of submittals for permitting**
☐	☒	**Low voltage wire and labor to install wiring**
☐	☒	**Conduit (as specifically noted herein)**
☒	☐	**Installation and connection of system components**
☒	☐	**Camera configuration, programming and compliance testing**
☒	☐	**Panel Terminations**

Scope of Work:

Provide basic design, permits, devices, connections, programming, testing for completed system (s) as denoted herein.

Summary of Inclusions / Exclusions

Incl	Excl	Description
☒	☐	Travel to and from location
☒	☐	Freight
☐	☒	Overtime (except as specifically noted)
☒	☐	System components specified in attached schedules
☐	☒	High-voltage (110v) for power supplies
☒	☐	Commissioning and programming of system(s)
☐	☒	Man-lift
☒	☐	Training and instruction in system operation, with O&M Manuals
☒	☐	Twelve-month parts and labor warranty (for new components only).
☐	☒	Costs associated with multiple trips to location due to delay by others
☐	☒	Working in areas containing hazardous materials
☐	☒	Costs associated with unplanned schedule acceleration
☐	☒	Design and Engineering – CAD drawing baselines provided by others
☒	☐	Project Management
☐	☒	Redline Drawings
☐	☒	Cad As Built Drawings

(Note: Terms, Conditions and Additional Considerations may apply. Details are included in subsequent pages.)

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HUSER INTEGRATED TECHNOLOGIES

Columbia County

Terms:

☒ Monthly progress billing as applicable per Huser Integrated Technologies terms.

☐ Pending credit approval, a deposit of 30% upon acceptance, with the balance due upon completion.

☐ Other:

Conditions:

- This proposal is valid for 90 days from the date of issuance.
- Limited warranty: Twelve months parts and labor (performed as a part of this agreement), during regular business hours. After hours rates and emergency service fees apply outside normal business hours.
- This proposal is based upon the information provided to Huser Integrated Technologies by the owner, architect, tenant and/or general contractor. Any change in the quantity or location of devices and/or equipment specified may require charges for additional labor and/or materials.
- This proposal is made based upon Huser's best interpretation of all applicable codes. If additional equipment or changes are required by the Authority Having Jurisdiction, Huser Integrated Technologies must comply with the changes. Any additional materials and/or labor incurred will be added to this agreement.
- Installation labor is calculated based upon installation during the normal business hours of 8:00 AM to 5:00 PM Monday through Friday, excluding holidays. Unless otherwise specified herein, all after-hours or weekend installations will be charged at Huser Integrated Technologies overtime rates.

Special Considerations:

☐ Electrical Service

This proposal includes 110v service from the nearest distribution panel necessary to provide power to the system.

☐ Annual Maintenance and Testing

Although not provided some systems are required to be inspected and tested either annually or semi-annually. This service is available from Huser Integrated Technologies. A Service Contract and Agreement for Annual Testing, if desired by the property owner/management, will be negotiated separately from this proposal.

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INTEGRATED
TECHNOLOGIES

Columbia County

ACCEPTANCE

As representative of the above-referenced property, I hereby accept the attached proposal, and accordingly agree to the specifications and terms outlined therein, subject to the following notations:

Proposal # See Attached

It is anticipated that installation may begin no later than April 25, 2017, and requested that it be completed on or before April 29, 2018. It is understood that unanticipated circumstances may require adjustment of this schedule.

_____ W.C. Nichols
Contractor Representative Date Huser Integrated Technologies

_____
(Authorized Owner Signature) Date

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EXHIBIT A

HUSER INTEGRATED TECHNOLOGIES

Estimate

Date	Estimate #
11/1/2015	5119

1313 NW 17th Ave
Portland OR 97209
503-227-6688
www.huserintegrated.com

Bill To

Columbia County Facilities and Maintenance
230 Strand Street
St. Helens OR 97051
United States

Expires	Project	Sales Rep
12/16/2015	Road Department Shop CCTV	Billy Nichols

Item	Quantity	Description	Rate	Amount	Options
Materials	3	Materials: SAMSUNG SNV-L6083R 2MP IR Vandal Dome WiseNet Lite Network IR Vandal Dome Camera, 2MP, Full HD(1080p) 30fps, H.264/MJPEG, Vari-Focal 4.3x (2.8-12mm) Lens, Hallway View, 60dB DWDR, True D/N, 3-Axis Gimbal, Micro SD/SDHC, IP66, IK10, -22F	479.00	1,437.00	
Materials	3	Materials: EN-HD1-D30-1 Eagle Eye HD 30 Days Cloud Recording Monthly, per camera	14.99	44.97	
Materials	1	Materials: EN-SU302-0 Eagle Eye Bridge 302, wall/shelf mount device. Supports 15 IP cameras and at least 2 days of on premise buffering	300.00	300.00	
Materials	1	Materials: EN-SW05i-001 Eagle Eye Switch SW05i (5 Port POE with integrated power)	79.00	79.00	
Materials	1	Materials: Cat5 Cable, Conduit and Fittings, J-boxes, Clips and Rings, Misc. Hardware, Etc.	150.00	150.00	
Labor to Install	16	Labor to install	105.00	1,680.00	
Labor to Travel	4	Labor to Travel	75.00	300.00	

Subtotal	3,990.97
Shipping Cost (UPS - Ground)	0.00
Total	$3,990.97

EXHIBIT A

HUSER INTEGRATED TECHNOLOGIES

Estimate

Date	Estimate #
2/5/2016	5227

1313 NW 17th Ave
Portland OR 97209
503-227-6688
www.huserintegrated.com

Bill To

Columbia County Facilities and Maintenance
230 Strand Street
St. Helens OR 97051
United States

Expires	Project	Sales Rep
3/21/2016	Insurance Grant Cameras 2nd Floor	Billy Nichols

Item	Quantity	Description	Rate	Amount	Options
Materials	7	Materials: SAMSUNG SND-6083 WiseNet III Network Dome Camera, 2MP, Full HD(1080p), Vari-Focal Lens 2.8x (3-8.5mm), H.264/MJPEG, 120dB WDR, SD/SDHC/SDXC, 12VDC/PoE	452.25	3,165.75	
Materials	7	Materials: EN-HD2-D30-1 Eagle Eye HD2 30 Days Cloud Recording Monthly	23.00	161.00	
Materials	1	Materials: EN-SU302-0 Eagle Eye Bridge 302, wall/shelf mount device. Supports 15 IP cameras and at least 2 days of on premise buffering	319.00	319.00	
Materials	1	Materials: EN-SW05i-001 Eagle Eye Switch SW05i (5 Port POE with integrated power)	79.00	79.00	
Labor to Install	16	Labor to install	105.00	1,680.00	
Labor to Travel	4	Labor to Travel	60.00	240.00	

Subtotal	5,644.75
Shipping Cost (UPS - Ground)	0.00
Total	$5,644.75

Inside plant cabling and infrastructure to be provided and installed by others.

EXHIBIT B

1313 N.W. 17th AVE
Portland, OR 97209
Tel: 503.227.6688
Fax: 503.227.5941
e-mail: info@huserintegrated.com

HUSER INTEGRATED TECHNOLOGIES

Casey Garrett
Columbia County Director of Facilities
230 Strand Street
St. Helens, OR 97051

Dear Casey,
Pursuant to your request for clarification of the Monthly Recurring Charges for Eagle Eye Cloud Storage, the option the County decided on is 30 Days of Storage at 1080P Resolution. The Monthly recurring cost to the County is $21.55 per month per camera and will be billed on a Quarterly basis in January, April, July and October with installations within any given Quarter being pro-rated. There is no long term commitment and the Service may be terminated by either Party by utilizing a 30-day notice of cancellation.

We look forward to providing you with this Cloud Based Solution and look forward to being of service in the future.

Best Regards,

W.C. Nichols
Huser Integrated Technologies

AMENDMENT TO THE PERSONAL SERVICES CONTRACT BETWEEN COLUMBIA COUNTY AND GEODESIGN, INC.

WHEREAS, on September 28, 2015, Columbia County ("County") entered into a personal services contract with GeoDesign, Inc. ("Contractor") for the completion of an Independent Cleanup Pathway Report for the St. Helens Transit Center; and

WHEREAS, Contractor has requested that the contract be amended to increase the not-to-exceed amount to account for additional work required for the Independent Cleanup Pathway Report and stormwater sampling, analysis, and reporting;

WHEREAS, Contractor's change order dated March 1, 2016, which describes the additional work, is attached hereto as Attachment 1 and incorporated herein by this reference;

NOW, THEREFORE, in consideration of the mutual promises and benefits the parties hereby agree to amend the Personal Services Contract between the County and Contractor as follows:

1. Section 3 of the Contract, Contractor's Services, shall be amended as follows with added text

   "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 **and Contractor's Change Order dated March 1, 2016, a copy of which is attached hereto as Exhibit "B" and incorporated herein by this reference**. In case of conflict between Contractor's Proposal and this Agreement, this Agreement shall control.

2. Section 4 of the Contract, Consideration, shall be amended, as follows with added text shown in **bold** and deleted text shown in ~~strikethrough~~:

   "4. Consideration. County shall pay Contractor on a time and materials basis, an amount not to exceed ~~$5,000.00~~ **$13,570.00**, said amount to be the complete compensation to Contractor for the services performed under this Agreement. This fee shall include all expenses. Unless otherwise agreed to in writing by the parties, payment shall be 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."

3. Attachment 1 to this Amendment shall be attached to the Contract as Exhibit "B".

4. All other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, County and Contractor have executed this Amendment to become effective on the date last signed by the parties.

GEODESIGN, INC.

By: _____

Name: _____

Date:_____

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____
Jennifer Cuellar-Smith,
Finance Director, under authority
granted by Ordinance No. 2015-2

Date: _____

Approved as to form

By: _____
Office of County Counsel

ATTACHMENT 1

GEODESIGN INC

March 1, 2016

Columbia County
1155 Deer Island Road
St. Helens, OR 97051

Attention: Ms. Janet Wright

Change Order
ICP Final Report and Supplemental Sampling Services
Columbia County Vehicle Maintenance Facility and Park and Ride
1155 Deer Island Road
St. Helens, Oregon
GeoDesign Project: ColumbiaCR-2-06

INTRODUCTION

This change order is submitted to augment the project budget for our services supporting regulatory closure of the Columbia County (County) Vehicle Maintenance Facility and Park and Ride at 1155 Deer Island Road in St. Helens, Oregon (project site).

On behalf of the County, we prepared an Independent Cleanup Pathway (ICP) Final Report for the project site dated December 14, 2015. The Oregon Department of Environmental Quality (DEQ) provided comments to the ICP report in a letter dated January 27, 2015. In their letter, DEQ requested additional evaluation of stormwater at the project site before a No Further Action (NFA) determination could be made. Through subsequent correspondence, DEQ agreed with our recommendation to collect a stormwater sample from the project site to assess stormwater quality.

ADDITIONAL SCOPE OF SERVICES

As discussed with DEQ, we propose to collect a representative sample of stormwater from the project site that is intended to characterize stormwater effluent from the project site in its re-developed state. Specifically, our proposed additional scope of services includes the following:

- Correspond with the County and DEQ to establish and agree upon appropriate screening levels (concentrations) for stormwater sample analytes reflecting prior project site use.
- Coordinate site access and visit the project site during a storm event. Collect one stormwater sample from the site discharge point located at the manhole structure near the southeastern corner of the project site. The intent of this sampling event will be to screen site stormwater in a way which reflects the stormwater collection and conveyance system as constructed. We will collect the stormwater sample as a time-weighted averaged sample of a storm as prescribed in Appendix A, Section 7.3 of DEQ's *Guidance for Evaluating the Stormwater Pathway at Upland Sites* dated October 2010.
- Submit the stormwater sample to Apex Laboratories for analysis of the following:
  - Total suspended solids (U.S. Environmental Protection Agency [EPA] Method 160.2)
  - Oil-range total petroleum hydrocarbons (Method NWTPH-Dx)
  - RCRA 8 Metals (EPA Method 200.8/7470A)
  - Polycyclic aromatic hydrocarbons and pentachlorophenol (EPA Method 8270C SIM)
  - Benzene, toluene, ethylbenzene and total xylenes (EPA Method 8260B)
  - Polychlorinated biphenyl (EPA Method 8082A)
- Review the analytical results of stormwater sampling in comparison to the established screening levels. If the stormwater sample results demonstrate that the screening levels for the analytes listed above are not exceeded, then additional stormwater assessment work will not be performed.
- If the sample results are below screening levels, prepare an Addendum to the ICP Final Report, which documents the stormwater sampling event in accordance with Appendix A, Section 7.8 of DEQ's *Guidance for Evaluating the Stormwater Pathway at Upland Sites* dated October 2010.
- If the stormwater sampling results indicate that one of more of the analytes listed above exceed DEQ's Level Screening Level Values, we will share this information with DEQ and work with the County to prepare a Stormwater Assessment Work Plan for DEQ review, which reflects a more rigorous evaluation. These services, if necessary, will be performed under separate contract.

CHANGE ORDER FEES

ICP FINAL REPORT

Preparation of the draft and finalized versions of the ICP Final Report required additional effort beyond the assumptions incorporated into our initial budget. This change order includes the additional fees associated with this effort and are summarized in Table 1 below.

STORMWATER SAMPLING, ANALYSIS, AND REPORTING

The estimated fees for project management, stormwater sampling, and reporting as described herein are detailed in Table 1 below.

In total, this change order requests an additional $8,570, which increases the overall task budget to $13,570.

Table 1
Cost Summary

Task/Activity	Direct Labor	Subcontractor and Expense	Subtotal
Additional Effort for ICP Final Report	$3,400	$0	$3,400
New Task: Project Management, Coordination, Stormwater Sampling, Chemical Analysis, Summary Report	$4,200	$970	$5,170
		TOTAL	**$8,570**

ASSUMPTIONS

Our cost estimate assumes that a stormwater sample can be collected during a single mobilization to the project site and the subcontracted analytical services can be completed on a standard turnaround schedule (10 to 14 working days). Our cost estimate does not include fees for DEQ oversight charges or supplemental stormwater evaluation/assessment work if deemed necessary at the project site. If these services become necessary, GeoDesign will provide you with a proposal.

We will begin the scope of services outline above upon receipt of your written authorization to proceed. Our services will be provided in accordance with the Schedule of Charges and General Conditions in our proposal dated September 9, 2015.

♦ ♦ ♦

We appreciate the opportunity to assist Columbia County in pursuing an NFA for the project site. Please call if you have any questions regarding this submittal. To formally authorize our services, return one signed copy of this change order.

Sincerely,

GeoDesign, Inc.

Eric A. Hedberg, P.E.
Senior Project Engineer

Jason O'Donnell, R.G.
Principal Geologist

JSO:rc
One copy submitted (via email only)
Document ID: ColumbiaCR-2-06-030116-envco.docx
© 2016 GeoDesign, Inc. All rights reserved.

The scope of services and terms described herein are accepted, and GeoDesign, Inc. is authorized to proceed.

_____	by	_____
Organization		Signature*
_____		_____
Date		Name Printed
		_____
		Title

*Individual with contracting authority and responsible for payment of GeoDesign, Inc.'s fees.

TABLE 1
Stormwater Sampling Analytes and Screening Levels
Columbia County Park & Ride
1155 Deer Island Road
St. Helens, Oregon

Sample I.D. Sample Collection Location Date	Proposed Stormwater Sample Screening Levels (µg/L or ppb)			
	DEQ Level II SLVs (Aquatic) [1]	1200-Z Screening Level	Proposed Site Screening Level [2]	Screening Basis / Remarks
RCRA 8 Metals by EPA Method 200 Series (µg/L)				
Arsenic	150	2.1	150	Ecological SLV
Barium	4	--	4	Ecological SLV
Cadmium	2.2	--	2.2	Ecological SLV
Chromium	11	--	11	Ecological SLV
Lead	2.5	40	2.5	Ecological SLV
Mercury	0.77	--	0.77	Ecological SLV
Selenium	5.0	--	5.0	Ecological SLV
Silver	0.12	--	0.12	Ecological SLV
TSS by EPA Method 160.2 (mg/L)	--	100,000	100,000	1200-Z Limit
Heavy Oil-Range Hydrocarbons by Method NWTPH-Dx (µg/L)	--	10,000	10,000	1200-Z Limit
PCBs by EPA Method 8082 (µg/L)				
Aroclor 1016	13,000	--	-- See Total	See Total PCBs
Aroclor 1221	0.28	--	-- See Total	See Total PCBs
Aroclor 1232	0.58	--	-- See Total	See Total PCBs
Aroclor 1242	0.053	--	-- See Total	See Total PCBs
Aroclor 1248	0.081	--	-- See Total	See Total PCBs
Aroclor 1254	0.033	--	-- See Total	See Total PCBs
Aroclor 1260	94	--	-- See Total	See Total PCBs
Total PCBs	0.014	2.0	0.014	Ecological SLV
PAHs and PCP by EPA Method 8270C-SIM* (µg/L)				
Acenaphthene	520	95	520	Ecological SLV
Acenaphthylene	--	--	--	
Anthracene	13	2,900	13.00	Ecological SLV
Benz(a)anthracene	0.027	1.0	0.027	Ecological SLV
Benzo(a)pyrene	0.014	1.0	0.014	Ecological SLV
Benzo(b)fluoranthene	--	1.0	1.0	1200-Z Limit
Benzo(g,h,i)perylene	--	--	--	
Benzo(k)fluoranthene	--	1.0	1.0	1200-Z Limit
Chrysene	--	1.0	1.0	1200-Z Limit
Dibenz(a,h)anthracene	--	1.0	1.0	1200-Z Limit
Fluoranthene	6.16	14	6.16	Ecological SLV
Fluorene	3.9	390	3.9	Ecological SLV
Indeno(1,2,3-cd)pyrene	--	1.0	1.0	1200-Z Limit
Naphthalene	620	--	620	Ecological SLV
Phenanthrene	6.3	--	6.3	Ecological SLV
Pyrene	--	290	290	1200-Z Limit
Pentachlorophenol	15	20	15	Ecological SLV
BETX by EPA Method 8260B (µg/L)				
Benzene	130	--	130	Ecological SLV
Toluene	9.8	--	9.8	Ecological SLV
Ethylbenzene	7.3	--	7.3	Ecological SLV
Xylenes (Total)	13	--	13	Ecological SLV

Notes:

1. Oregon DEQ Level II Screening Level Values (SLVs) as listed in DEQ's April 1998 Guidance for Ecological Risk Assessment, Table 1 (Updated December 2001). For compounds without aquatic screening levels, the lower corresponding value for birds or mammals are referenced.

2. Screening Level Values proposed are the DEQ Level II SLVs (aquatic unless otherwise noted). For those compounds without a corresponding SLV, the proposed screening level reflects the values used for industrial stormwater discharge limitations under the DEQ 1200-Z permit.