BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON

Wednesday, August 17, 2016
10:00 a.m. - Room 308

BOARD MEETING AGENDA

CALL TO ORDER/FLAG SALUTE

MINUTES:

- Minutes, August 10, 2016 Board meeting;
- Minutes, August 10, 2016 Staff meeting.

VISITOR COMMENTS - 5 MINUTE LIMIT

CONSENT AGENDA:

(A) Ratify the Select to Pay for week of 8/15/16.

(B) Order No. 46-2016, "In the Matter of the Application by Brian Rosenthal for a Zone Change/Minor Map Amendment to Change the Zoning on a 2.3-Acre Parcel at 50861 Columbia River Highway from RR-5 to C-5 (ZC 16-02)".

(C) Authorize the DA to fill one budgeted Victims Advocate position in the District Attorney's Office.

(D) Create the position of Public Affairs Coordinator, approve the job description and assign to exempt salary range E04 and authorize Human Resources Director to begin recruitment to fill the vacancy.

(E) Create the position of IT Manager, approve the job description and assign to exempt salary range E07 and authorize Human Resources Director to begin recruitment to fill the vacancy.

(F) Ratify Infrastructure Finance Authority Project Notification and Intake Form for Columbia County Roads and Parks December 2015 Storm Disaster Recovery.

AGREEMENTS/CONTRACTS/AMENDMENTS:

(G) Agreement #31383 with the Rail and Public Transit Division of the Oregon Department of Transportation.

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

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 the Application by Brian Rosenthal for a Zone Change/Minor Map Amendment to Change the Zoning on a 2.3-Acre Parcel at 50861 Columbia River Highway from RR-5 to C-5 (ZC 16-02)	)))))	FINAL ORDER NO. 46-2016

WHEREAS, on January 14, 2016, Brian Rosenthal (hereinafter "applicant") submitted an application for a Zone Change/Minor Map Amendment (ZC 16-02) to change the zoning on a 2.3-acre parcel from Rural Residential – 5 Acres (RR-5) to Highway Commercial (C-5); and

WHEREAS, the subject property (Tax Map ID No. 3224-000-01404) is located at 50861 Columbia River Highway, which is within the Urban Growth Boundary of the City of Scappoose and subject to an Urban Growth Management Agreement between Columbia County and the City of Scappoose. The Urban Growth Management Agreement requires, among other things, that final approval of an application come from the Board of County Commissioners; and

WHEREAS, County planning staff deemed the application complete on April 19, 2016, and shortly thereafter, notified the Oregon Department of Land Conservation and Development, surrounding property owners and other affected parties of the proposed zone change; and

WHEREAS, following proper notice, the Planning Commission held a hearing on the application on June 6, 2016. They deliberated and voted to recommend to the Board of County Commissioners approval of the application with conditions; and

WHEREAS, following proper notice, the Board of County Commissioners held a hearing on the application on August 3, 2016, and accepted evidence and testimony into the record; and

WHEREAS, the Board then deliberated and voted to tentatively approve the application (ZC 16-02) with conditions as recommended by the Planning Commission and Staff;

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

A. The Board adopts the above recitals in support of its decision as well as the findings and conclusions in the Staff Report dated July 27, 2016, which is attached hereto as Attachment A and incorporated herein by this reference; and

B. Based on the foregoing and the whole record on this matter, the Board **APPROVES ZC 16-02** to change the Zoning Map designation from Rural Residential – 5 (RR-5) to Highway Commercial (C-5) for the approximately 2.3-acre subject property identified as tax map # 3224-000-01404 located within the City of Scappoose's UGB, subject to the following conditions:

1. Prior to an application for development of a new use, the applicant/developer shall submit a Site Design Review as required by the Columbia County Zoning Ordinance.

2. To ensure adequate transportation operation, future developments proposed for the subject property shall not produce more than an accumulative Maximum Average Daily Trip Cap of 1,010 without conducting a new Traffic Impact Analysis with recommendations for operational or safety mitigation consistent with the Transportation Planning Rule, OAR 660-012-0060.

3. All future uses and divisions of the 2.3-acre Highway Commercial site shall be consistent with the applicable provisions of the Columbia County Zoning Code and Subdivision and Partitioning Ordinance prior to its annexation.

DATED this _____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS FOR
COLUMBIA COUNTY, OREGON

By: _____
Anthony Hyde, Chair

By: _____
Henry Heimuller, Commissioner

By: _____
Earl Fisher, Commissioner

Approved as to form

By: _____
Office of County Counsel

ATTACHMENT A

COLUMBIA COUNTY BOARD OF COMMISSIONERS

STAFF REPORT

July 27, 2016

Zone Change

HEARING DATE: August 3, 2016

FILE NUMBER: ZC 16-02

APPLICANT/ OWNER: Brian Rosenthal
P.O. Box 963
Scappoose, OR 97056

SITE LOCATION: The site is addressed at 50861 Columbia River Highway, is directly south of the Scappoose Fairview Cemetery, and is within the City of Scappoose Urban Growth Boundary (UGB).

TAX MAP NO: 3224-000-01404

PRESENT ZONING: Rural Residential - 5 (RR-5)

PROPOSED ZONING: Highway Commercial (C-5)

COMPREHENSIVE PLAN DESIGNATION: Scappoose UGB

SITE SIZE: ± 2.3 Acres

REQUEST: To amend the County's Zoning Map of the 2.3 acres from RR-5 to C-5. This rezone is consistent with County Ordinance No. 2011-3, approving the inclusion of this property to the City of Scappoose's Urban Growth Boundary which is designated Commercial in the City of Scappoose Comprehensive Plan

APPLICABLE REVIEW CRITERIA:

Columbia County Zoning Ordinance		Page
Section 800	Highway Commercial	4 - 10
Section 1502	Zone Changes (Major Map Amendments)	10
Section 1603	Quasi-Judicial Public Hearings	11
Section 1604	Appeals	12
Section 1608	Quasijudicial Hearing - Contents of Notice	12
Section 1610	Personal Notice to Adjoining Property Owners	13
State of Oregon's Statewide Planning Goal 12- Transportation		13
OAR 660-012-0060 Plan and Land Use Regulation Amendments		13 - 18

Columbia County Comprehensive Plan
Part II - Citizen Involvement 18
Part III - Planning Coordination 19
Part IX - Urbanization 20
Part X - Economy 20
Part XI - Commercial 20
Part XIII - Transportation 21
Part XIV - Public Facilities & Services 21

Columbia County Zoning Ordinance
Section 1502.1(A)(3) Adequacy of Public Facilities 22

Comments Received 23

APPLICATION COMPLETE: 4/19/16 **120-DAY DEADLINE**: 8/17/16

BACKGROUND:

The applicant, Brian Rosenthal, proposes a Zone Change (ZC) for an approximate 2.3 acre property that is located within the City of Scappoose's recently expanded UGB along the City's southern boundary. There is no site specific development requested with the proposed ZC 16-02. Prior to the issuance of future building permits on the subject site, the County and/or City must ensure that adequate facilities and services are onsite for the intended Highway Commercial use.

In 2011, the County adopted Ordinance No. 2011-3, approving the City of Scappoose's Comprehensive Plan Map Amendment PA 11-01 which added the subject property and adjacent ~14 acres of RR-5 zoned properties to the City of Scappoose's expanded Urban Growth Boundary. This City UGB expansion was appealed and not finalized until after a Court of Appeals affirmed the earlier decisions, and Department of Land Conservation and Development acknowledged the UGB amendment on January 11, 2016. The City's 2011 UGB expansion did not include any rezoning of these newly designated "urbanizable" properties because the properties currently remain in the county jurisdiction. The applicant's request to rezone the subject 2.3 acre Rural Residential site to Highway Commercial is consistent with the 2011 UGB Expansion and Ordinance No 2011-3, and will allow the property to be commercially developed before its annexation, provided all facilities and services are available.

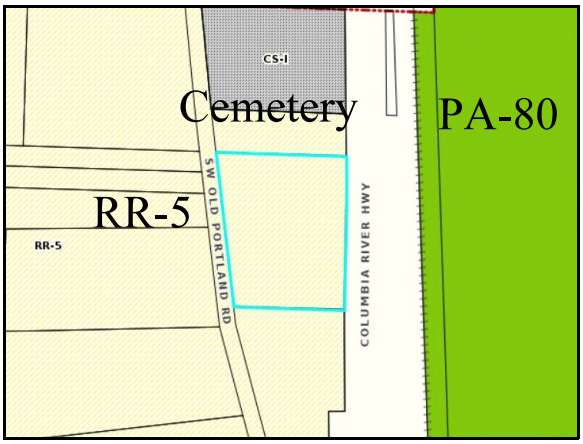
The subject property has over 350 feet of usable frontage along both Old Portland Road and Columbia River Highway with existing access to both public rights-of-way. Existing development of the site is clustered along the western portion of the property and consists of one existing manufactured home and various accessory structures that are served by a private well and septic system. Fire services are provided to the site by the Scappoose Rural Fire Protection District. There are no identified wetlands, seasonal or year round waterways, flood hazard areas, steep slopes, or historical or natural areas or features that could potentially limit its intended commercial development.

According to the attached Map C of the City of Scappoose's UGB Amendment, the site is within the City's SW Expansion Area that consists of a total ~16 acres that are also designated for future commercial uses. The site is directly south of the Fairview Cemetery which was designated by the City as future Public Land.

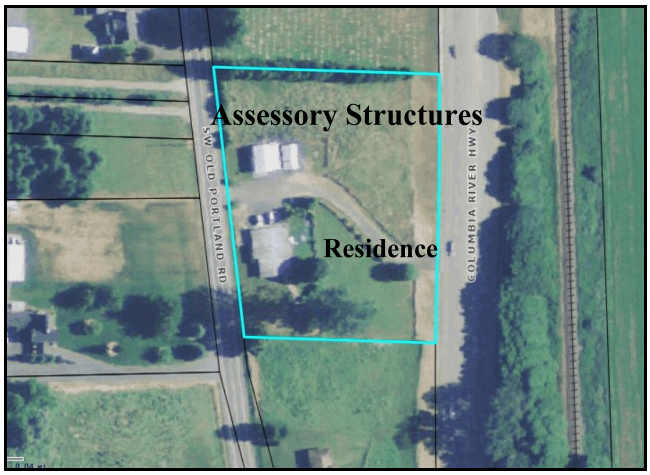
Section II(A) of the Urban Growth Area Management Agreement between Columbia County and the City of Scappoose states "the Columbia County Board of Commissioners shall retain the decision making responsibility on all zoning amendments for all land in the Urban Growth Area outside the corporate limits of the City of Scappoose." In addition Zoning Ordinance Section 1607 requires that all map amendments be reviewed by the Planning Commission with recommendation to the Board for final decision. Consequently, this proposal will be reviewed under the provisions for Major Map Amendments of the County Zoning Ordinance, which incorporates Board hearing and final decision.

The remainder of this report will analyze and evaluate the extent to which the proposed zone change complies with the applicable provisions of the Columbia County Zoning Ordinance and Comprehensive Plan as well as any applicable statewide planning rules. including the State of Oregon's Transportation Planning Rule.

Existing Zoning Map

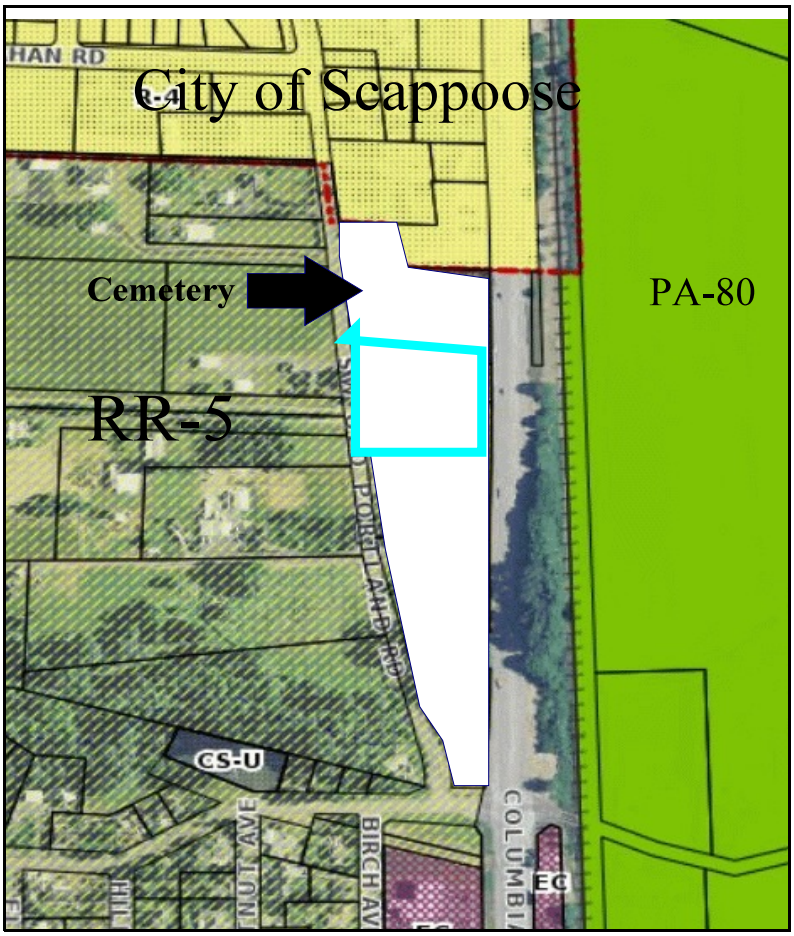


Aerial View of



Subject Site

Aerial View of Scappoose's SW UGB ~16 acre Expansion Area, Subject site and Scappoose's city limits



REVIEW CRITERIA, FACTS, ANALYSIS & FINDINGS:

Zoning Ordinance Section 800 Highway Commercial

Section 800 HIGHWAY COMMERCIAL C - 5

801 Purpose: The purpose of this district is to provide for the orderly development of retail and personal service establishments along major arterials and thoroughfares in suburban areas. In general, such districts shall be planned to maintain high standards of traffic safety for the continued protection and welfare of the general public. Highway Commercial Districts shall be permitted for such properties abutting only those sections of major arterials or thoroughfares which have an existing dedicated right-of-way of not less than 60 feet.

802 Permitted Uses:

.1 Any permitted or conditional use in a C-4 District.

.2 Commercial recreation.

.3 Motel, hotel, including an eating and drinking establishment in conjunction therewith.

.4 Group cottages.

.5 Church.

.6 Community meeting building.

.7 Utility facilities necessary for public service.

.8 Governmental structure such as a fire station or library but excluding a storage or repair type facility.

.9 Radio or television transmitter tower.

.10 Retail trade establishment such as a food store, drug store, or gift shop.

.11 Eating and drinking establishment.

.12 Personal and business services such as barber shops, tailoring, printing, funeral home, upholstery shop, or laundry and dry cleaning establishments.

.13 Automobile service station and other drive-in business.

.14 Accessory buildings when located on the same lot or parcel

Section 810 NEIGHBORHOOD COMMERCIAL C - 4

811 Purpose: The commercial uses permitted in this District are intended to serve those residential uses within the suburban areas.

812 Permitted Uses:

.1 Bakery.

.2 Barber Shop or Beauty Parlor.

.3 Book or Stationary Store.

.4 Candy Store.

.5 Tailor Shop.

.6 Drug Store.

.7 Film Exchange.

.8 Grocery, Fruit, or Vegetable Store.

.9 Meat Market or Delicatessen.

.10 Photographer.

.11 Self-Service Laundry.

.12 Shoe Store or Shoe Repair Shop.

Finding 1: The applicant requests approval of a zone change that will allow commercial development of this 2.3 acre property. Conceivably, any of the above uses could be developed on this property. The applicant has no current development plans for this property; this zone change to Highway Commercial would allow its future commercial development before its annexation to the City of Scappoose. The submitted application states' *"The site is located on the highway with almost 400 feet of frontage. There is almost no land in south Scappoose zoned commercial that has highway frontage at or above grade that is not developed*."

The City of Scappoose's request and UGB Expansion five years ago did not include any rezoning of the subject and adjoining properties while it was still within county jurisdiction. Nevertheless, the City designated, and the County approved, this entire ~16 acres for future commercial development to fulfill their long term (20 year) Employment Land Need. Consequently the approval of the applicant's rezone from RR-5 to C-5 is consistent with the City's comprehensive plan for this newly designated urbanizable property. The City's attached Memorandum dated 12/9/15 confirmed compliance with the City's Comprehensive Plan:*"..it will be zoned Commercial on the (City's) Comprehensive Map and the requested Minor Map Amendment from RR-5 to Highway Commercial does not conflict with the City's Comprehensive Map Zoning.*"

In addition, the city's Memorandum identified various criteria that would need to be in place before the subject site could be annexed, which the applicant does not propose at this time. These criteria include the availability of city water and sewer, street improvements to Old Portland Road, the annexation of the Fairview Cemetery to the north, and the site's ability to utilize the city's storm water drainage facilities south of Callahan Road. This rezoning alone does not authorize any site development; all future development will need a Site Design Review to assure the necessary facilities and infrastructure are in place to support the proposed new commercial development. For these reasons and with conditions requiring adequate facilities and services onsite prior to the issuance of any future building permits, staff finds the proposed Zone change from RR-5 to C-5 will be consistent with Ordinance No. 2011-3 and the City's Comprehensive Plan with conditions.

Continuing with Columbia County Zoning Ordinance Section 805 (Highway Commercial)

805 Standards:

.1 The minimum lot or parcel size shall be seven thousand 7,500 square feet.

.2 Outdoor storage abutting or facing a lot in a residential district shall be screened with a sight obscuring fence.

.3 Water supply and sewage disposal facilities shall be approved by the County Subsurface Sewage Department.

.4 The minimum lot or parcel width at the building line shall be 70 feet, except on a corner lot or parcel it shall be 85 feet.

.5 The minimum lot or parcel width at the street shall be 60 feet.

.6 The minimum lot or parcel depth shall be 70 feet.

.7 The minimum front yard shall be 50 feet.

.8 The minimum side yard shall be 6 feet, except on the street side of a corner lot or parcel it shall be 30 feet.

.9 The minimum front and side yards or other setbacks, as state herein, shall be increased where such yard or setback abuts a street having insufficient right-of-way width to serve the area. The Commission and the County Road Engineer shall determine the necessary right-of-way widths and the additional yard or setback requirements in such cases.

.10 The minimum rear yard shall be 10 feet.

.11 The maximum building height shall be 35 feet.

Finding 2: No site development or subdivision of land is proposed for the 2.3 acre site with the applicant's requested rezoning to C-5. All future development and land division will be required to comply with all minimum applicable provisions in the County's Zoning as well as Subdivision and Partitioning Ordinances prior to the issuance of any land use or building permits. As demonstrated in the pictures on Pages 8 and 9, the 2.3 acre site appears to have ample acreage for its further subdivision, as well for site development for allowed uses for C-5 zoning. Until future annexation, staff finds that all future land division and site development will be required to comply with the applicable zoning and/or subdivision criteria, as well as those in the Oregon Structural Speciality Code. Staff finds with these conditions, the Zone change requested for ZC 16-02 will comply with the minimum provisions in Section 805 of the Zoning Ordinance.

Views of 2.3 acre site existing development and structures
Single family residence and various accessory structures

Undeveloped eastern portion bordering Columbia River Hwy

Existing private well near Old Portland Road

Deeded access to Columbia River Hwy

<u>Continuing with Columbia County Zoning Ordinance Section 806 (Highway Commercial)</u>

806 <u>Portions of arterials or thoroughfares that have been designated as Highway Commercial Districts</u> by the Commission shall be subject to the following requirements:

.1 Approach roads and driveways giving access onto the designated arterial or thoroughfare shall not be less than 15 feet in width nor more than 25 feet in width and shall be so constructed as to conform to the specifications for road construction of the Columbia County Road Department.

.2 Access shall not be permitted along the designated arterial or thoroughfare within a distance of 60 feet from the right-of-way line of an intersecting street.

Finding 3: The subject property borders two public roads, Columbia River Highway to the east and Old Portland Road to the west. Columbia River Highway is owned and maintained by the Oregon Department of Transportation (ODOT) while Old Portland Road is a county road that is classified by the County Road Department as an Urban Major Arterial. The property has existing legal accesses to both roads including a Deeded Access to Columbia River Highway. If future site development requires modification to existing accesses or the establishment of new accesses to either of these public rights of way, staff finds these provisions will be assured by requiring road access permits at Site Design Review prior to future building permit issuance. These criteria will be satisfied with conditions.

Columbia County Zoning Ordinance Section 1502 Zone Changes

.1 Major Map Amendments are defined as Zone Changes which require the Comprehensive Plan Map to be amended in order to allow the proposed Zone Change to conform with the Comprehensive Plan. The approval of this type of Zone Change is a 2 step process:

A. The Commission shall hold a hearing on the proposed Zone Change, either concurrently or following a hearing on the proposed amendment to the Comprehensive Plan which is necessary to allow the proposed zoning to conform with the Comprehensive Plan. The Commission may recommend approval of a Major Map Amendment to the Board of Commissioners provided they find adequate evidence has been presented at the hearing substantiating the following:

1. The proposed Zone Change is consistent with the policies of the Comprehensive Plan;

2. The proposed Zone Change is consistent with the Statewide Planning Goals (ORS 197); and

3. The property and affected area are presently provided with adequate facilities, services, and transportation networks to support the use, or such facilities, services and transportation networks are planned to be provided concurrently with the development of the property.

B. Final approval of a Major Map Amendment may be given by the Board of Commissioners. The Commissioners shall hold a hearing on the proposed Zone Change either concurrently or following a hearing on the proposed Comprehensive Plan Amendment which is necessary to allow the proposed zoning to conform with the Comprehensive Plan. The Board may approve a Major Map Amendment provided they find adequate evidence has been presented substantiating the following:

1. The proposed Zone Change is consistent with the policies of the Comprehensive Plan;

2. The proposed Zone Change is consistent with the Statewide Planning Goals (ORS 197); and

3. The property and affected area are presently provided with adequate facilities, services, and transportation networks to support the use, or such facilities, services, and transportation networks are planned to be provided concurrently with the development of the property.

Finding 4: This rezone request is being processed as a Major Map Amendment since the subject property is within the City of Scappoose's UGB, and the UGB Management Agreement between the City and the County requires Planning Commission recommendation and Board of Commissioner final approval for all zone changes. The City of Scappoose has commented that the proposed zone change is compatible with the City Comprehensive Plan for this area. After conducting the required public hearing, the Planning Commission's recommendation of the applicant's request will be forwarded to the Board of County Commissioners who will then make the final decision after they have also conducted a public hearing .

Consistency with the applicable policies of the County's Comprehensive Plan will be addressed and evaluated during Findings 14 - 20 of this report. Likewise, consistency with the applicable Statewide Planning Goals will be evaluated during Findings 9 -13. Finally, the availability and adequacy of public facilities and services necessary to support its future C-5 development will be evaluated in Finding 19.

Continuing with Columbia County Zoning Ordinance Section 1603

Section 1603 Quasi-judicial Hearing As provided elsewhere in this ordinance, the Hearings Officer, Planning Commission, or Board of Commissioners may approve certain actions which are in conformance with the provisions of this ordinance. Zone Changes, Conditional Use Permits, Major Variances, and Temporary Use Permits shall be reviewed by the appropriate body and may be approved using the following procedures:

.1 The applicant shall submit an application and any necessary supplemental information as required by this ordinance to the Planning Department. The application shall be reviewed for completeness and the applicant notified in writing of any deficiencies. The application shall be deemed complete upon receipt of all pertinent information. If an application for a permit or zone change is incomplete, the Planning Department shall notify the applicant of exactly what information is missing within 5 days of receipt of the application and allow the applicant to submit the missing information. The application shall be deemed complete for the purpose of this section upon receipt by the Planning Department of the missing information. [*effective 7-15-97*]

.2 Once an application is deemed complete, it shall be scheduled for the earliest possible hearing before the Planning Commission or Hearings Officer. The Director will publish a notice of the request in a paper of general circulation not less than 10 calendar days prior to the scheduled public hearing. Notices will also be mailed to adjacent individual property owners in accordance with ORS 197.763. [*effective 7-15-97*]

[**Note:** ORS 197.763 requires 20 days notice (or 10 days before the first hearing if there will be 2 or more hearings), and that notice be provided to property owners within 100' (inside UGBs), 250' (outside UGBs), or 500' (in farm or forest zones).]

.3 At the public hearing, the staff, applicant, and interested parties may present information

relevant to the criteria and standards pertinent to the proposal, giving reasons why the application should or should not be approved, or what modifications are necessary for approval. [*effective 7-15-97*]

.4 Approval of any action by the Planning Commission at the public hearing shall be by procedure outlined in Ordinance 91-2. [*effective 7-15-97*]

Finding 5: Brian Rosenthal submitted an application for a Minor Map Amendment on January 14, 2016. The application was deemed complete on May 4, 2016 and scheduled to be heard at the Planning Commission's March 7, 2016 public hearing.

Upon further review of the submitted application document, the County rescinded this determination of completeness until the applicant could have a licensed Professional Engineer prepare a traffic study with a Significant Effect Analysis provided for in OAR 660-012-0060(1). This analysis would first need to determine if the proposed zone change and future commercial development would have a significant effect on the existing transportation system. If the analysis determined the zone change would result in any significant effect, the applicant would then need to submit a Traffic Impact Analysis identifying appropriate mitigation measures to address these traffic-related impacts that the zone change and future development would have on the county and state transportation system plans.

On April 19, 2016 the County received the attached 4/14/16 Traffic Study Significant Effect Analysis prepared by Lancaster Engineering. This analysis includes a Trip Generation Analysis that compares the surrounding transportation impacts of the site's existing RR-5 single family uses to those uses generated if the site were developed with a combination of 25,000 square feet of retail/commercial development and 25,000 square feet (or 30 separate) apartment units. The engineered Traffic Study, Trip Generation Analysis, and subsequent Mitigation Measures will be evaluated in Findings 9 - 13. This traffic study was necessary to determine the application complete and addresses the Oregon Transportation Planning Rule. The application was scheduled for Planning Commission hearing on June 6, 2016. The Planning Commission held the hearing according to th Quasi-judicial hearing procedures and made recommendation to the Board. The Board of County Commissioners has scheduled a quasi-judicial hearing on this matter for August 3, 2016.

Continuing with Columbia County Zoning Ordinance Section 1604

Section 1604 Appeal: The decision to approve or deny an application in a quasijudicial hearing may be appealed as provided in Section 1700.

Finding 6: The Board of Commissioners final decision may be appealed as provided for in Section 1700 of the Zoning Ordinance.

Continuing with Columbia County Zoning Ordinance Section 1608

1608 **Contents of Notice:** Notice of a quasijudicial hearing shall contain the following information:

.1 The date, time, and place of the hearing;

.2 A description of the subject property, reasonably calculated to give notice as to the actual location, including but not limited to the tax account number assigned to the lot or parcel by the Columbia County Tax Assessor;

.3 Nature of the proposed action;

.4 Interested parties may appear and be heard;

.5 Hearing to be held according to the procedures established in the Zoning Ordinance

Finding 7: A Notice of this application hearing date, containing the above information, was mailed to surrounding property owners within 100 feet of the subject site on May 4, 2016. Notices of the application and public hearing were published in the *South County Spotlight* on May 27, 2016 and in the *St. Helens Chronicle* on May 25, 2016, at least 10 calendar days prior to the June 6, 2016 initial public hearing date. Public notification procedures as outlined by Section 1608 for Quasi-judicial hearings were followed for this proposal. Public hearing procedures will be followed in accordance with this Section and Ordinance 91-2. Notice of the Board hearing was published in the South County Spotlight on July 8, 2016. For these reasons, staff finds the provisions in this Section have been met.

The hearing for this application is a Major Map Amendment and was initiated by the applicant. This public hearing will follow the procedures established in Sections 1603 (Finding 5) and notification was provided in accordance with this Section for quasi-judicial hearings. The Planning Commission will hold a public hearing to review, evaluate, and recommend the Board of Commissioners approve, allow with conditions, or deny the proposed Zone Change.

Continuing with Columbia County Zoning Ordinance Section 1610:

1610 Personal Notice to Adjoining Property Owners: For the purpose of personal notification, the records of the Columbia County Assessor shall be used and persons whose names and addresses are not on file at the time of the filing of the application need not be notified of the action. The failure of the property owner to receive notice shall not invalidate the action if a good faith attempt was made to comply with Section 1600.

Finding 8: The Columbia County Assessor's records were used to identify adjoining property owners within 100 feet of the subject property. These affected property owners were notified of the applicant's proposal on May 4, 2016 and again on July 8, 2016 for the second hearing as required per these provisions.

Switching to Statewide Planning Rules

State of Oregon's Statewide Planning Goal No 12 - Transportation and the related Transportation Planning Rule:

The purpose of the State of Oregon's Statewide Planning Goal 12 - Transportation Goal is to provide and encourage a safe, convenient and economic transportation system. The provisions in

Oregon Administrative Rules (OAR) 660-012-00000 implement this Goal and provide mechanisms that local jurisdictions can use to plan and develop transportation facilities and services in close coordination/conjunction with urban and rural development

OAR 660-012-0060 - Plan and Land Use Regulation Amendments

(1) If an amendment to a functional plan, an acknowledged comprehensive plan, or a land use regulation (including a zoning map) would significantly affect an existing or planned transportation facility, then the local government must put in place measures as provided in section (2) of this rule, unless the amendment is allowed under section (3), (9) or (10) of this rule. A plan or land use regulation amendment significantly affects a transportation facility if it would:

(a) Change the functional classification of an existing or planned transportation facility (exclusive of correction of map errors in an adopted plan);

(b) Change standards implementing a functional classification system; or

© Result in any of the effects listed in paragraphs (A) through © of this subsection based on projected conditions measured at the end of the planning period identified in the adopted TSP. As part of evaluating projected conditions, the amount of traffic projected to be generated within the area of the amendment may be reduced if the amendment includes an enforceable, ongoing requirement that would demonstrably limit traffic generation, including, but not limited to, transportation demand management. This reduction may diminish or completely eliminate the significant effect of the amendment.

(A) Types or levels of travel or access that are inconsistent with the functional classification of an existing or planned transportation facility;

(B) Degrade the performance of an existing or planned transportation facility such that it would not meet the performance standards identified in the TSP or comprehensive plan; or

© Degrade the performance of an existing or planned transportation facility that is otherwise projected to not meet the performance standards identified in the TSP or comprehensive plan.

Discussion: The provisions in OAR 660-012-0060 are also known as the *Oregon Transportation Planning Rule* which requires local governments to demonstrate that proposed Zoning and/or Comprehensive Map Amendments will not significantly effect existing or planned transportation facilities including state highways and local roadways. What constitutes a 'Significant Effect" to the transportation system is defined in OAR 660-012-0060(1)(a-c). The Transportation Planning Rule further, requires a licensed Professional Engineer to conduct either a Traffic Impact Analysis or a Significant Effect Analysis that will identify the map amendment's significant effect on the transportation system as well as any necessary mitigation measures provided for in OAR 660-012-0060(2) (a-e).

Pursuant to the provisions in the Oregon Transportation Planning Rule, the applicant submitted Lancaster Engineering's Traffic Study dated April 14, 2016 (attached) on April 19, 2016. This Analysis details the potential traffic impacts of the proposed rezone and is based on a comparison

of the "reasonable worst case development scenario" consisting of a combination of 25,000 square feet of retail/commercial and 25,000 square feet of residential development with 30 apartment units. Three sources of traffic impact assessments are utilized by staff in this report: Approach (APP) 1 is Lancaster Engineering, Approach (APP) 2 is City of Scappoose and APP 3 is the Columbia County Road Dept.

APP I: In order to assess the traffic impacts of full development under the existing and proposed zoning, Lancaster Engineering calculated a Trip Generation Analysis using data from the Institute of Transportation Engineer's Trip Generation Manual, 9th Edition. This analysis compared the Weekday Trip Generations between the subject property's existing RR-5 single family residential development and the new C-5 zoning's "worst case development scenario" consisting of a 25,000 square-foot shopping center (including retail space and fast-food restaurants) and 25,000 square-feet (30 units) of apartments.

The Charts on Page 2 of this Analysis titled "Weekday Trip Generation Summary"contrasts these two uses indicating the proposed mixed use C-5 development could result in a net increase of 120 site trips during the weekday morning peak hour and 135 more site trips during the weekday evening peak hour for a total of 1,774 additional weekday trips. With these additional daily trips, the Lancaster Engineering's analysis confirms that the proposed zone change would have a significant effect on and degrade the surrounding transportation system as defined in OAR 660-0120–0060(1)©. Consequently, this analysis states that consistent with the provisions in OAR 660-012-0060(2)*"Appropriate site mitigation and/or mechanisms to ensure that the transportation system is not negatively impacted by future development within the property must be identified in conjunction with the proposed zone change from RR-5 to C-5.*"

APP II: Further the City of Scappoose submitted the documentation of DKS Associates's Table 4 of "Scappoose UGB Transportation Impacts" dated March 23, 2010 (attached) which appears to be consistent with the provisions in OAR 660-012-0060. Specifically Table 4 titled "Potential Employment Generated Impacts and Solutions in the SW Quadrant" identifies potential Impacts, Solutions and Potential Improvements to Highway 30 and adjacent roadways that future commercial development of the ~16 acres considered to be the SW Quadrant. This transportation analysis was conducted in conjunction with Scappoose's 2011 UGB Expansion that was approved by the County through Ordinance 2011-3. The Summary of the potential transportation improvements to the SW Quadrant were identified as follows:

1. The SW Quadrant was determined in prior analysis to not be suitable for large-scale employment growth and were analyzed for smaller-scale commercial development growth from a transportation perspective, and

2. The SW Quadrant already has Old Portland Road to provide the primary means of access to US 30 adjacent properties, and could potentially connect the SW Quadrant to several signalized intersections.

The City of Scappoose's 12/9/15 Memorandum also specifically states that "the requested Map Amendment from RR-5 to Highway Commercial does not conflict with the City's Comprehensive

Map designation." The city states that should the applicant wish to annex the property at a future date, various items related to water, sewer, stormwater, and street improvement should be taken into consideration. Finally, the city references the Oregon Transportation Planning Rule's requirement that zone changes need to be accompanied with a Traffic Impact Analysis on the transportation system as well as proposed mitigation measures. Staff notes that Lancaster Engineering's 4/14/16 Traffic Study satisfies this requirement by submitting a Traffic Study required by the Oregon Transportation Planning Rule. However, in a recent letter received May 23, 2016 the City expressed concerns about existing traffic volumes used in the Lancaster Engineering 4/14/2016 Traffic Study. That letter was subsequently rescinded by the City engineer.

APP III: In addition, the 5/9/16 comments from the County Transportation Planner states that future street improvements will be required to comply with the minimum City of Scappoose Road Standards since this site is within a designated urbanizable area intended for commercial development. The County Transportation Planner also agrees with the city's 12/9/15 recommendations for future development of the subject site and the applicable provisions of the Oregon Transportation Planning Rule.

Finding 9: With the submitted Lancaster Engineering's4/14/16 Traffic Significant Effect Analysis as well as the DKS Associates' 2010 Scappoose UGB Transportation Impacts, staff finds the applicant has submitted necessary traffic study to be in compliance with the Oregon Transportation Planning Rule identified in the OAR 660-012-0060(1) that were referenced by both the City of Scappoose and the County Transportation Planner. The recommended mitigation measures will be evaluated in the next section of this report (Findings 9 - 13).

Continuing with the Oregon Transportation Planning Rule OAR 660-012-0060(2):

(2) If a local government determines that there would be a significant effect, then the local government must ensure that allowed land uses are consistent with the identified function, capacity, and performance standards of the facility measured at the end of the planning period identified in the adopted TSP through one or a combination of the remedies listed in (a) through (e) below, unless the amendment meets the balancing test in subsection (2)(e) of this section or qualifies for partial mitigation in section (11) of this rule. A local government using subsection (2)(e), section (3), section (10) or section (11) to approve an amendment recognizes that additional motor vehicle traffic congestion may result and that other facility providers would not be expected to provide additional capacity for motor vehicles in response to this congestion.

(a) Adopting measures that demonstrate allowed land uses are consistent with the planned function, capacity, and performance standards of the transportation facility.

(b) Amending the TSP or comprehensive plan to provide transportation facilities, improvements or services adequate to support the proposed land uses consistent with the requirements of this division; such amendments shall include a funding plan or mechanism consistent with section (4) or include an amendment to the transportation finance plan so that the facility, improvement, or service will be provided by the end of the planning period.

(c) Amending the TSP to modify the planned function, capacity or performance standards of the transportation facility.

(d) Providing other measures as a condition of development or through a development agreement or similar funding method, including, but not limited to, transportation system management measures or minor transportation improvements. Local governments shall, as part of the amendment, specify when measures or improvements provided pursuant to this subsection will be provided.

(e) Providing improvements that would benefit modes other than the significantly affected mode, improvements to facilities other than the significantly affected facility, or improvements at other locations, if the provider of the significantly affected facility provides a written statement that the system-wide benefits are sufficient to balance the significant effect, even though the improvements would not result in consistency for all performance standards.
*Emphasis added

Discussion: Since Lancaster Engineering's Traffic Significant Effect Analysis determined the proposed zone change would significantly effect this area's transportation systems, they included proposed mitigation in conjunction with this zone change as required in the provisions of OAR 660-012-0060(2). Specifically, the applicant's requested zone change can utilize one or a combination of five measures identified in OAR 660-012-0060(a - e) to ensure this zone change will not compromise the existing transportation system's functional capacity. Lancaster Engineering's proposed mitigation is to include a condition of development (provided for in OAR 660-012-0060(2)(d), that will limit subject site's future development to a trip cap of 1,010 maximum average daily trips.

Finding 10: Staff finds the proposal requested for ZC 16-02 has submitted a traffic study to address the provisions in OAR 660-012-0060(2) that allow Lancaster Engineering's Traffic Analysis's requested Trip Cap as one condition of the site's future C-5 development. This is an acceptable method of the Oregon Transportation Planning Rule for avoiding further degradation of the site's existing transportation system. In confirmation - Land Development Services received a memo from ODOT Region 2 Traffic on May 18, 2016 which states: "we have reviewed the Traffic Impact Study (dated April 14, 2016) for the proposed zone change... The study finds an appropriate trip cap for the property is 1,010 ADT in order to avoid a significant effect and require any mitigation measures. This conclusion is reasonable." This criterion, OAR 660-012-0060(2), can be satisfied with conditions.

Finding 11: Given all of the traffic documentation received from the City of Scappoose, County Transportation Planner, or ODOT other than the 2010 Traffic Analysis conducted for the city's UGB Expansion and the 4/14/16 Lancaster Engineering Traffic Study, staff finds that it is appropriate to use a trip cap as the mitigation measure identified in OAR 660-012-0060(2)(a-e).

Evaluation of the Trip Cap Mitigation for future C-5 development on the subject 2.3 acre property:

Lancaster Engineering explains their methodology for determining the Proposed Trip Cap of 1,010 maximum average daily trips on Page 5 of the 4/14/16 Traffic Analysis was based on the requirements and policies of the Oregon Highway Plan. Specifically Policy 1F.5 allows proposed map amendments to avoid further state highway facilities degradation by defining thresholds that exceed the site's and surrounding area's existing transportation system.

Highway 30 at this location is classified as a five-lane highway since it has a dedicated center lane. According to this ODOT Transportation Policy 1F.5, the threshold for a small increase in traffic between the existing plan and the proposed amendment is defined in terms of the increase in total average daily trip volume as follows:

1. Any proposed amendment that does not increase the average daily trips by more than 400;

2. Any proposed amendments that increases the average daily trips by more than 400 but less than 1,001 for state facilities where:

   - The annual average daily traffic is less than 25,000 for a five-lane highway

Lancaster Engineering Traffic Analysis states that according to the most recent (2014) data from ODOT's Transportation Volume Tables, Highway 30 at the subject property's location (0.30 miles north of Johnson's Landing Road) carried an annual daily average traffic volume of 23,200 vehicles. Data from ODOT's Future Volumes Table indicates that traffic volumes in this vicinity are projected to increase by 1.63 percent per year. Accordingly, Highway 30's 2016 year average annual daily traffic volume in the site vicinity is 23,950 vehicles. (1.63% of 23,200 or 378 vehicles average annual daily increase per year). With 378 additional vehicles per year over the last 2 years, there are 756 more vehicles on Highway 30 in 2016 for a total daily volume increase of 23,956. Staff notes that the 6-daily vehicles difference between Lancaster's calculation of 23,950 verus staff's calculation of 23,956 is statistically insignificant. Staff also notes that the City in letter received May 23, 2016 has questioned the 1.63 percent per year increase.

Finally, Lancaster Engineering analysis concludes with *"Since current traffic volumes on Highway 30 in the site vicinity are approximately 1,050 vehicles less than 25,000 vehicles per day, in conformance with the requirements of the Transportation Planning Rule and the Oregon Highway Plan, a trip cap of 1,010 maximum average daily trips is proposed for the subject property. This Trip Cap is intended to ensure that any potential increase in future traffic attributable to the proposed zone change will be small enough that the increase will not significantly effect the surrounding transportation facilities."*

Finding 12: Staff finds the Lancaster Engineering methodology for calculating the subject property's proposed Trip Cap of 1,010 maximum average daily trips in consistent with the applicable provisions in the Oregon Transportation Planning Rule as well as the Oregon Highway Plan Policy 1F.5. The State ODOT Region 2 agrees that the trip cap is reasonable as stated in a May 18, 2016 memo to Bill Johnston, Region 2 Senior Planner .

Staff finds that the 23,950 estimated 2016 average daily trips for Highway 30 at this location, and

the current capacity of Highway 30 is 1,050 trips less than ODOT's Future Volume Table's capacity of 25,000 maximum average daily trips. Staff further finds that limiting the subject 2.3 acre site's future commercial development to a maximum of 1,010 daily trips is an appropriate Mitigation Measure for the site's future development because it is 40 daily vehicle trips less than the 1,050 vehicle trips currently approvable at this location by ODOT. If at such time the proposed commercial accumulative use will result in greater than 1,010 average daily trips, pursuant to the provision of the Oregon Transportation Planning Rule then other improvements (mitigation measures) will need to be made to the transportation system in compliance with the Oregon Transportation Planning Rule.

Finding 13: Without any further documentation received from the applicant, City of Scappoose, County Transportation Planner or ODOT, staff finds that with the requested Trip Cap of 1,010 maximum average daily trips for the site's future C-5 commercial development is an appropriate Mitigation Measure that can be used a condition of future land use and/or building permit issuance on the subject site. With this condition of zone change approval, staff finds the applicant has satisfied the requirements in OAR 660-012-0060(2)(e) in the Oregon Transportation Planning Rule.

Switching back to Columbia County Zoning Ordinance

Section 1502.1(A)(1) Consistency with the Comprehensive Plan

THE FOLLOWING POLICIES OF THE COUNTY'S COMPREHENSIVE PLAN APPLY TO THIS PROPOSAL (THOSE NOT LISTED ARE NOT APPLICABLE):

Finding 14:

Part II (Citizen Involvement): requires opportunity for citizens to be involved in all phases of the planning process. Generally, Part II is satisfied when a local government follows the public involvement procedures set out in State statutes, the acknowledged Comprehensive Plan and land use regulations, which has been completed for this application. This is explained further in Findings 5 and 7 above. Additionally, the Scappoose-Spitzenberg CPAC Planning Advisory Committee was notified of the proposed Comprehensive Plan Map Amendment and Zone Change. County Planning Staff, CPAC members and representatives of the Fairview Cemetery Association attended a CPAC meeting on February 9, 2016. The CPAC's comments regarding this application are included under the "Comments Received" section of this report and are related to minimizing any detrimental impacts that the site's commercial development will have on the adjacent Fairview Cemetery. These off site impacts can be addressed during the future Site Design Review process that will authorize the site's specific commercial development. The applicant states the following with regards to this policy:

> *"The public has already participated in a process by which this parcel was added to the Scappoose UGB and designated for future commercial use. This process lasted for several years, involved numerous public hearings for input,*

and required votes by public officials on the Scappoose Planning Commission, Scappoose City Council, and Columbia County Planning Commission and Board of Commissioners. Ultimately the Scappoose UGB Expansion was voted on and approved by the people of Scappoose. Furthermore, all adjacent property owners will receive notice of my proposal and be invited to submit comments and to attend the public hearing on the matter."" *(See attached application)*

Based on County government notifications, the opportunity for the public to attend the Planning Commission's public hearings, the Citizen Planning Advisory Committee involvement, and the applicant's personal efforts to communicate with surrounding property owners during the CPAC meeting, Staff finds that Part II (Citizen Involvement) of the Comprehensive Plan has been satisfied.

Continuing with Columbia County Comprehensive Plan (Planning Coordination)

Finding 15:

Part III (Planning Coordination): requires coordination with affected governments and agencies. In accordance with Section 1603 of Columbia County's Zoning Ordinance the County provided notice of the hearing with the opportunity for the Scappoose-Spitzenberg CPAC members, adjoining property owners, the City of Scappoose, and other relevant governmental entities. Any and all comments, received as of the date of this report, are discussed under COMMENTS RECEIVED below.

The applicant's response to this criterion supports the successful planning coordination between and involvement with the City of Scappoose and its residents, Columbia County, members of the Scappoose-Spitzenberg CPAC, adjoining property owners, and concerned residents.

Additionally, this Zoning Map Amendment is subject to the Quasi-judicial public hearing process and is heard by the Planning Commission and the Board of Commissioners as provided for in Section 1502 and 1603 of the Zoning Ordinance. The Planning Commission's public hearing is scheduled for June 6, 2016 and will be advertised and open to the public and provide additional opportunity for public comment.

The applicant submitted the following response to this issue:

"Although my proposal will not result in the annexation of this property, it will put the use of ths property in line with Scappoose's Comprehensive Plan and the County Comprehensive Plan. If the subject site is rezoned Highway commercial this land will be one step closer to being used for commercial purposes, and being incorporated into Scappoose city limits. Scappoose has already submitted a letter to the county not

opposing th rezoning of this land to commercial use. The County, City of Scappoose and State of Oregon were involved in the UGB Expansion that included this property and coordinated their varying interests. In order to generate interest in this property site for commercial development, I must have it zoned for commercial purposes. Otherwise, interested parties will not be willing to deal with the extended time line and/or uncertainty of rezoning."

For these reasons. Staff finds the proposal requested for ZC 16-02 has satisfied this integral component of the Comprehensive Plan.

Continuing with Columbia County Comprehensive Plan (Urbanization)

Finding 16: The 2011 UGB Expansion that amended the County and City's Comprehensive Plans and designated this 2.3 acre site for urban levels of commercial development was processed according to the regulatory provisions of the State of Oregon's Administrative Rules, Revised Statues, and Statewide Planning Goals (related to Urbanization and Economic Development) as well as with these similar provisions of the County Comprehensive Plan and Zoning Ordinance. Staff finds the proposed rezone from RR-5 to C-5 will allow the subject property's commercial development to occur prior to its annexation provided all necessary infrastructure and facilities are available. For these reasons, staff finds the proposal complies with the County's Urbanization Policies and Goals.

Continuing with Columbia County Comprehensive Plan (Economy)

Finding 17:

Part X (Economy) & Part XI (Commercial): One of Columbia County's Economic Goal is to strengthen and diversify the economy and insure stable economic growth Policies1, 2 and 10 of the Economy section of the Comprehensive Plan are particularly relevant to the proposed amendment. Policy 1 "Encourages the creation of new and continuous employment opportunities" while Policy 10 "supports improvements in local conditions in order to make the area attractive to private capital investment" giving consideration to such factors as...land use controls and ordinances."

The applicant a local resident and commercial developer, addressed how his proposed rezone is consistent with these policies as follows:

"Scappoose has had a very rapid rate of new commercial construction. There are many new businesses and there is almost no commercial land available that are one acre or larger especially on the southern side of Scappoose.. Recent development has brought jobs with the new Les Schwab, Goodwill, Fultanos, O'Rielly's and BiMart. In order for Scappoose to continue to be a job creation engine for the county there is a need for more highway commercial lands to become available to take advantage of the high car count and associated visibility Highway 30 provides. With many thousands of cars passing each day, the availability of highway visible commercial land is crucial for economic growth, associated

job creation, and property tax revenues. The subject site is in the Scappoose UGB and is designated for commercial zoning when it is brought into the city limits because of its location and comparative advantages. Its high visibility and easy access make the subject site very desirable for economic growth."

The applicant also states that *"There are eleven available parcels in the south Scappoose area with a total of 9.39 acres of land available for commercial development. The rezoning of the subject 2.3 acre site would add around 25% more land and help the county to develop commercially*."

Staff concurs with the applicant's reasons and observations and finds that they are consistent with the referenced Comprehensive Plan's Policies and Goals in Part X (Economy) that will help to increase commercial development throughout the county and incorporated cities.

Continuing with Columbia County Comprehensive Plan (Transportation):

Finding 18:

Part XIII (Transportation): The goal of part XIII is the creation of an efficient, safe, and diverse transportation system to serve the needs of Columbia County residents. To avoid redundancy, staff finds the issues related to the proposed zone change's impact on the existing transportation systems have been covered and addressed for Findings 9 - 13. Nevertheless, the subject property has over 300 feet of frontage on and a Deeded Access to Columbia River Highway as well as an existing access on Old Portland Road which is designated as a Urban Major Arterial by the County Road Department. The second Transportation Objective is to encourage and promote an efficient and economical transportation system to serve the commercial and industrial establishments of the County.

With the requirement that all future land uses and subdivision of the subject site be required to comply with the proposed Trip Cap Mitigation as well as with the City of Scappoose's minimum regulatory requirements for urbanizable properties, staff finds that the safety and efficiency of the transportation network in this urbanizable area will not be compromised as a result of this rezone proposal. Staff finds that Part XIII of the Comprehensive Plan has been satisfied.

Continuing with Columbia County Comprehensive Plan (Public Facilities and Services)

Finding 19:

Part XIV (Public Facilities & Services): The goal of Part XIV is to plan and develop a timely, orderly, and efficient arrangement of public services as a framework for urban and rural development. Policies 1,4 and 5 apply to the applicant's rezone request. Policy 1 requires that adequate types and levels of public facilities be provided in advance or concurrent with development, Similarly Policy 4 encourages new development on lands within urban growth boundaries while Policy 5 requires coordination of public facilities and

planning with affected service districts and/or agencies.

Similar to the issues already covered for Findings 1 - 13 the requested rezone of the 2.3 acre site to Highway Commercial will not automatically authorize any site specific commercial development. All future land uses and subdivision of the site will be required to comply with the City of Scappoose's minimum applicable requirements for urbanizable commercial areas referenced in the City's Memorandum dated 12/9/2015 as well as the applicable provisions of the Oregon Transportation Planning Rule. Although the subject site does not currently have access to city water, sewer and storm (water) system utilities, all future site development will not be permitted to occur unless the necessary public or private facilities and infrastructure are present onsite. The attached City Memorandum identifies conditions under which these city services could be extended to this site at the developer's expense; no expenses to the adjacent property owners are anticipated.

As covered for Finding 1, there are numerous authorized Highway and Neighborhood Commercial uses that do not necessarily require urban levels of services including, but not limited to the following:

1. Retail trade establishment such as a food store, drug store, gift shop, bakeries, book or stationary store, candy store and shoe store;
2. Eating and drinking establishments; and,
3. Personal and business services such as barber shops, tailoring, printing, funeral home, upholstery shop.

Any of these uses can be potentially supported by approved onsite methods of sewage disposal systems and private well(s) provided the necessary building permits are obtained. Any off site traffic impacts will need to be identified, including the average trip generation analysis per the Institute of Transportation Engineer's Trip Generation Manual, 9th Edition as required by the Oregon Transportation Planning Rule. The adequacy of public facilities and services will also be addressed during the Site Design Review process and prior to any site specific commercial development of this property. The subject property is also located within the service district of the Scappoose Rural Fire Protection District which is consistent with Policy 13 of the Public Services section of the Comprehensive Plan that will minimize the risk of fire damage to the authorized commercial development.

Finally the City of Scappoose has already designated this site for future urban commercial uses and has identified the necessary off and on site improvements that need to be in place prior to the site's annexation. Staff finds the proposal requested for ZC 16-02 is consistent with the Goal of the Comprehensive Plan that allows for the timely, orderly and efficient management of development of urbanizable areas of the county. For these reasons and with these conditions of future development until the site is annexed, Staff finds that Part XIV of the Comprehensive Plan has been satisfied.

Continuing with the Columbia County Zoning Ordinance
Section 1502.1(A)(3) Adequate Facilities, Services and Transportation Networks

3. The property and affected area are presently provided with adequate facilities, services, and transportation networks to support the use, or such facilities, services, and transportation networks are planned to be provided concurrently with the development of the property.

Finding 20: To avoid redundancy, staff finds these criteria have already been covered for Findings 9,10, 12, 13 and 19.

COMMENTS RECEIVED

City of Scappoose: No Objection; The City does not object to the Zone Change. The items related to future development of the subject 2.3 acre site are outlined in the City's Memorandum dated 12/9/2015 and have been incorporated into this Staff Report. The City Engineer submitted a letter dated 5/23/2016 expresses concern over the methodology used in calculating the proposed trip cap.

Scappoose-Spitzenberg CPAC: The CPAC expressed concerns related to future street improvements to Old Portland Road and Columbia River Highway and potential impacts to the existing Fairview Cemetery property to the north. The CPAC recommended approval of ZC 16-02 provided all measures be taken to protect the cemetery's existing grave sites and all future commercial development be visually buffered from this cemetery.

Scappoose Rural Fire Protection District: Has reviewed the proposal requested for ZC 16-02 and has no objections to its approval as submitted provided all future site development complies with the applicable requirements of the Uniform Fire Code for commercial uses.

Oregon Department of Transportation: Bill Johnston's attached comments and concerns dated 2/23/16 & 2/24/16, and a memo dated May 18, 2016 from Keith Blair, Senior Transportation Analyst, to Bill Johnston, Senior Planner (attached) have been incorporated into the discussion for Findings 10 through13 of this Staff Report.

County Roadmaster: Will require all future street improvements to be consistent with the City of Scappoose's requirements.

Columbia River PUD: No Comment

County Sanitarian: No Objection

County Building Official: No Objection

No further comments from agencies, citizens or otherwise have been received regarding this proposal as of the date of this staff report, May 26, 2016.

CONCLUSION, & RECOMMENDED DECISION & CONDITIONS:

Based on the facts, findings and comments herein, the Planning Commission and the Planning Director recommends to the Board of Commissioners **Recommend for APPROVAL** the Zoning Map Amendment presented for ZC 16-02 to change the Zoning Map designation from Rural Residential-5 (RR-5) to Highway Commercial (C-5) for the ± 2.3 acre subject property, identified by tax map # 3224-000-01404 located within the City of Scappoose's UGB, subject to the following conditions:

1. Prior to an application for development of a new use, the applicant/developer shall submit a Site Design Review as required by the Columbia County Zoning Ordinance.

2. To ensure adequate transportation operation, future developments proposed for the subject property shall not produce more than an accumulative Maximum Average Daily Trip Cap of 1,010 without conducting a new Traffic Impact Analysis with recommendations for operational of safety mitigation.

3. All future uses and divisions of the 2.3 acre Highway Commercial site shall be consistent with the applicable provisions of the County Zoning Code and/or Subdivision and Partitioning Ordinance prior to its annexation.

ATTACHMENTS:

Application and maps submitted for ZC 16-02

Lancaster Engineer's Traffic Impact Analysis dated 4/14/16
City of Scappoose's Memorandum dated 12/9/15
City of Scappoose Memorandum received 5/23/16
County's Transportation Planner's comments dated 5/9/16
Scappoose-Spitzenberg CPAC comments dated 2/9/16
Scappoose Rural Fire Protection District Comments dated 5/10/16
Bill Johnston ODOT Transportation Planner comments dated 2/23/16, 2/24/16 & 5/18/10

cc: City of Scappoose
County Counsel

JOB DESCRIPTION: **PUBLIC AFFAIRS COORDINATOR**
DATE: 08/10/2016

EXEMPT (Y/N):	Yes	JOB CODE:	CSC Exempt
DEPARTMENT:	Board of County Commissioners	CLASSIFICATION:	028
SUPERVISOR:	Board of County Commissioners	SALARY RANGE:	E04
UNION (Y/N):	No	LOCAL:	NA

GENERAL STATEMENT OF DUTIES: Effective disseminate information to the general public, media, outside agencies and community agencies and organizations for the County working closely with the County Commissioners. Research, assemble, write, edit, and produce informative materials concerning County operations, programs, and events effectively using multiple methods of information distribution. Do related work as directed.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following. Other duties may be assigned.

Plan and manage public information activities for the County, including community relations, media relations, public policy and social media obtaining approval from the County Commissioners related to public dissemination of information as appropriate.

Provide leadership, direction and guidance in PIO strategies, policy development and priorities.

Create and implement comprehensive programs for dissemination of information to assure that the County's key messages reach the public. Monitor regional sources, assess value and impact of information and develop strategies and action plans.

Develop and coordinate official media strategies for County departments and elected officials. Place stories in media outlets and participate in interviews with the media. Coordinate media requests and press releases and manage effective relationships with regional media sources.

Develop and present proactive, innovative ideas to promote County issues.

Proactively seek issues from all County departments for positive and/or appropriate reactionary media releases. Provide regular and continual press releases on general County activities and/or status for review and approval by County commissioners.

Coordinate County advertising. Create and prepare promotional materials such as advertisements, brochures, schedules, posters and pamphlets as appropriate.

Conduct and coordinate assigned projects, research studies and special events.

Compose communications on a wide variety of subjects requiring knowledge of County procedures and policies. Create, edit and prepare correspondence, speeches, media articles, press releases, technical documents, information packets, special reports and other communications.

Consult and advise County staff and officials on PIO procedures and community relations issues. Represent the PIO functions to local civic and service organizations and ancillary boards and agencies. Assure effective communication of local and regional issues.

Promote, organize and stimulate good relationships with neighborhood and community groups and other local agencies including schools.

Plan, develop and manage multimedia communications projects. Oversee County social media outlets and programs.

Serve as County Spokesperson to provide public information and promote public awareness of the County and its services.

Follow all safety rules and procedures established for work areas. Comply with all relevant County policies and procedures.

SUPERVISORY RESPONSIBILITIES: Supervision is not a normal responsibility of this position.

SUPERVISION RECEIVED: Work is performed with considerable independence under the general direction of the Board of County Commissioners and is reviewed jointly through conferences, reports and the effectiveness of programs in accomplishing program goals and objectives. This position is subject to the direction of the entire Board and is not subject to the direction of any individual Commissioner unless explicitly directed to do so by a public decision of the Board.

QUALIFICATION REQUIREMENTS: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE: Bachelor's degree in the field of journalism, communications, public relations, advertising, or related field with at least five years experience in public relations. Any satisfactory combination of experience and training which demonstrates the ability to perform the above duties may be acceptable.

KNOWLEDGE, SKILL AND ABILITY: Knowledge of the principles of public, community and government relations; communication and interpersonal techniques; principles and practices of public administration; research and problem solving methods and techniques; project management methods and techniques. Familiarity with the use of computers and business software including the use of various social media tools.

Skill to communicate politically sensitive information effectively, both verbally and in writing; analyze issues and problems from multiple perspectives; in developing community relations and communications programs and strategies; communicating effectively with other employees, members of the media, other agencies, and the public; and preparing and presenting information for diverse audiences.

Ability to:

- Plan, implement, and evaluate economic development activities based on policy guidelines, regulations and laws.
- Think conceptually and quickly get to the heart of a problem.
- Set priorities and develop realistic solutions to problems.

- Express ideas effectively, verbally and in writing. Use sound judgment and not be afraid to take reasonable risks.
- Adapt flexibly to change or new situations and acknowledge and work through conflict openly. Accept responsibility and be able to work well with ambiguity.
- Model the positive behavior desired in others and promote collaboration and shared responsibility for County success. Look for opportunities for people to contribute, develop skills, take responsibility and be trusted.
- Develop and maintain harmonious and effective working relationships with employees, other agencies, County officials and the general public.

PHYSICAL DEMANDS: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Minimal, involving the movement of files, books, equipments, etc. seldom exceeding 20 pounds. Driving throughout the County and/or State is required frequently.

WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

General office environment. Requires traveling throughout the County for attendance at meetings and/or other events and attendance at evening or weekend meetings or events. Occasional field work will expose position to all weather conditions and a variety of terrains.

COLUMBIA COUNTY, OREGON
JOB DESCRIPTION: **INFORMATION TECHNOLOGY MANAGER**
DATE: 08/10/2016

EXEMPT (Y/N):	Yes	JOB CODE:	CSC Exempt
DEPARTMENT:	Information Technology	CLASSIFICATION:	505
SUPERVISOR:	Board of Commissioners	SALARY RANGE:	E07
UNION (Y/N):	No	LOCAL:	NA

GENERAL STATEMENT OF DUTIES: Responsible for professional performance and administration of the Information Technology Department for Columbia County. Responsible for planning, organizing and directing the activities of the Department.

Fairly enforce all laws, regulations, ordinances, and standards to ensure maximum compliance and to protect the public health and safety. Plan, organize and direct all Departmental activities, including those with other governmental units and private organizations. Work directly with a wide range of community groups, public and private sector officials, County employees, individual citizens and as part of the County management team.

Promote excellence, dependable performance, responsible customer services, pride, initiative, commitment, cooperation, safety and a team approach throughout the Department. Evaluate and define Departmental programs and policies along with the development of budget proposals in accordance with the vision of the County as articulated by the Board of County Commissioners. Supervise staff of professional, technical and office support staff and hold them accountable for results.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following. Other duties may be assigned.

Plan, direct, manage and supervise the activities and operations of the Information Technology Department including systems development and maintenance, office automation, wide area network, voice and data communications and technical support. Establish and maintain the County's information technology strategic plan. Coordinate appropriately with other departments and outside agencies.

Serve as an advisor for all County departments on information systems business and technology issues; review contracts, grants, budgets and other items to assist the County in evaluating, assessing and implementing appropriate technologies.

Review departmental strategic and tactical plans to ensure compliance with the County's strategic information systems plan. Develop and maintain appropriate IT policies and procedures.

Apply business engineering and/or redesign and other quality improvement tools and economic efficiency criteria to current and proposed applications, hardware and configurations, organization structuring and personnel management.

Develop and maintain appropriate systems to address data backup, system redundancy, data security (including CJIS level compliance) and disaster recovery.

Explain, justify and defend information technology programs, policies and activities; negotiate and resolve sensitive and controversial issues.

Represent the Information Services Division to other departments, divisions, elected officials and outside agencies; coordinate assigned activities with those of other divisions, departments and outside agencies and organizations.

Attend and participate in professional group meetings; stay abreast of new trends and innovations in the field of information systems.

Implement and maintain enterprise-wide network, servers, backbone, and backup recovery systems. Monitor performances of County network systems and advise management of system performance requirements. Development and document technical procedures.

Install microcomputers, microcomputer components, and network hardware into new and existing equipment. Evaluate and make recommendations on new products and technology. Purchase computer hardware and software as needed. Provide support to users of supported systems.

Develop and coordinate IT training programs to meet the needs of County employees.

Serve and effectively participate as a member of the County Risk Management Team.

Formulate and present departmental budget for review by Board of County Commissioners. Monitor and manage fiscal operations of the Department to remain within budgetary constraints.

Follow all safety rules and procedures established for work areas. Comply with all relevant County policies and procedures. Ensure departmental compliance with County policies and procedures.

SUPERVISORY RESPONSIBILITIES: Directly supervise 2-5 employees.

- Ensure that Department plans and goals are effectively communicated throughout the Department so that individual work plans maintain progress toward Department goals.
- Fulfill role as appointing authority for Department to ensure the hire of qualified candidates. Ensure that each Departmental employee receives written, clearly stated goals and expectations.
- Ensure that each Departmental employee is held accountable for meeting those goals and expectations and take corrective action if not met.
- Conduct regular, formal and informal, evaluations of Departmental employees.
- Provide training opportunities for Departmental staff.
- Diagnose organizational needs, designing approaches and facilitating interventions to optimize Departmental communication, cooperation, teamwork, participation and results.
- Discharge all supervisory responsibilities in accordance with the County's policies and procedures, collective bargaining agreements, and State and Federal laws.

SUPERVISION RECEIVED: Work is performed with considerable independence under the general direction of the Board of County Commissioners and is reviewed jointly by the Board and Manager through conferences, reports and the effectiveness of programs in accomplishing Departmental goals and objectives.

QUALIFICATIONS To perform this job successfully, an individual must be able to perform

each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE: Equivalent to a four year university education in business/public administration, computer science, information technology or related field; At least seven years progressively responsible information technology management experience, preferably within the public sector including significant supervisory experience. Any satisfactory combination of experience and training may be substituted for the above requirements.

KNOWLEDGE, SKILL AND ABILITY: Extensive knowledge of: operations, services and activities of a comprehensive information systems program; principles and practices of computer science, information systems and telecommunications; methods and techniques of application development, system design and programming.

Solid knowledge of principles and practices of budget preparation and administration and supervision, training and performance evaluation as well as pertinent Federal, State and local laws, codes and regulations.

Ability to:

Plan, coordinate and manage projects effectively; communicate well with customers, vendors and other staff both in writing and verbally.

- Plan, implement, and evaluate Department activities based on policy guidelines, regulations and laws.
- Think conceptually and quickly get to the heart of a problem.
- Set priorities and develop realistic solutions to problems.
- Express ideas effectively, verbally and in writing. Use sound judgment and not be afraid to take reasonable risks.
- Adapt flexibly to change or new situations and acknowledge and work through conflict openly. Accept responsibility and be able to work well with ambiguity.
- Model the positive behavior desired in others and promote collaboration and shared responsibility for Departmental success. Look for opportunities for people to contribute, develop skills, take responsibility and be trusted.
- Develop and maintain harmonious and effective working relationships with employees, other agencies, County officials and the general public.

PHYSICAL DEMANDS The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

This position requires the manual dexterity sufficient to operate phones, computers and other office equipment. The position requires the physical ability to kneel, bend and perform lifting of items weighing 5-50 pounds often within the confines of small and tight work spaces. This person must have the ability to write and speak clearly using the English language to convey information and be able to hear at normal speaking levels both in person and over the

telephone. Specific vision abilities required by this job include close vision, depth perception and the ability to adjust focus. Generally, the working conditions are good with little or no exposure to extremes in health, safety hazards and/or hazardous materials. This person must have the ability to travel as required to work in various County facilities.

WORK ENVIRONMENT The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

General office environment.

Project Notification & Intake Form

Prepared by:
Regional Coordinator

Phone:

This Project Notification & Intake Form (PNIF) has been prepared by the above named Regional Coordinator with information gathered from the Potential Applicant and with advice from other IFA staff.

Date PNIF Circulated for IFA Review:

Project Category: ☐ TA ☐ Const ☐ Other

County:

Population of potential applicant's jurisdiction:

Low/Mod Income: %

Median Household Income: $

Distressed Area: ☐Yes ☐No ☐Mixed

Rural: ☐Yes ☐No ☐Mixed

SDWRLF Letter of Interest Number: **SD- -**

PORTFOL Numbers:

Client Number:

Deal Number:

Project Name: **Columbia County Roads & Parks, December 2015 Storm Disaster Recovery**
Project Location: **Columbia County, County Roads & Parks**
Potential Applicant: **Columbia County Roads & Parks Department**
If potential applicant is an entity other than city or county, specify the type of entity (special district, authority, association, etc.) and identify the ORS under which the entity is formed.

Local Contact Name: Lonny Welter	Phone: **503-366-3963**
	Fax: **503-397-7215**
Title: Transportation Planner	Email: **lonny.welter@co.columbia.or.us**
Street Address: **1054 Oregon Street** **St. Helens OR 97051** City, State & Zip code:	Mailing Address : 1054 Oregon Street **St. Helens OR 97051** City, State & Zip code:

Estimated Funding Request			
		Amount	Status of Funding
Funding Assistance from IFA		$ 502,493	n/a
Funds from potential applicant	+	$ 0	☐ Pending ☐ Available
Other Funds (identify source) FEMA	+	$ 1,507,478	☒ Pending ☐ Available
Other Funds (identify source)	+	$ 0	☐ Pending ☐ Available
Estimated Total Project Cost	=	$ 2,009,971	
Date of Project Cost Estimate: 8/10/16		Estimate Prepared by: **Lonny Welter**	

If funding assistance from IFA includes a loan, how will a loan be repaid? NA
Estimated Project Start Date: Estimated Project Completion Date:
Estimated Date First Cash Reimbursement is needed:

Readiness to Proceed for Construction Projects

For construction projects, the proposed project is (select one):

☐ Budgeted or will be budgeted within the potential applicant's FY2014-2015 budget.

☐ Planned to be budgeted within FY2015-2016.

☒ Planned to be budgeted within FY2016-2017.

☐ Planned to be budgeted later in: FY

For construction projects, has a licensed engineer or architect certified in a Master Plan, Facilities Plan or other technical report that the project is feasible and cost effective? ☐ Yes ☒ No
Date of Plan or Report:

If No, when will an engineering or architectural report be completed? NA

For construction projects, has the governing body of the potential applicant conducted a public meeting (Council or Board meeting, public hearing, workshop, etc.) to identify and discuss the proposed project, including such items as nature and need for project, starting date, financing requirements that may involve taking on additional debt, and consistency with the local comprehensive land use plan?

☒ Yes ☐ No

Type of public meeting: **Commissioner Staff Meeting** Date of public meeting: 8/10/16

If No, when will a public meeting be held?

If Other Funds are identified as a pending or committed source of funding for the proposed project, identify when these funds are expected to be available and the actions needed to secure these funds. Oct 1, 2016

If USDA Rural Development Funds are being identified as a source of permanent financing, what source of funding has been identified for interim construction financing? NA

Have interim construction funds been applied for? ☐ Yes ☐ No
If Yes:
Has there been approval? ☐ Yes ☐ No
If Yes, provide detailed information.

When will these interim funds be available?

Are there any limitations on the use of these interim funds? ☐ Yes ☐ No
Explain:

Project Description

Brief statement describing the problem or the opportunity:

The December 2015 storms caused sever damage to County Roads and Parks at 44 individual sites.

Brief statement describing the proposed solution to the identified problem or opportunity *(Include identification of whether the proposed solution is a planning (feasibility, preliminary engineering, etc.) only, final design only, construction only, or combined final design/construction project)*:
Damaged culverts need to be replaced, ditches dug out, road shoulder scour fill in, trees and limb debris

Project Description
removed, slopes along roads stabilized, and bridge footing scour reparied.
Is the project consistent with the local acknowledged comprehensive plan? ☒ Yes ☐ No
Is the project listed on any local countywide or regional plan (e.g., adopted capital improvement plan, Master or Facility Plan, local inventory of planned projects, etc) ☐ Yes ☒ No
Will the project result in locating or expanding industrial or major commercial firm(s)? ☐ Yes ☒ No If yes, firm's name and estimated number of jobs that will be created and/or retained.

For Water or Wastewater Projects Only
Current Monthly Residential User Charge (assume 7,500 gallons per month water consumption): $_____/month Water $_____/month Wastewater
Planned Monthly Residential User Charge at Construction Completion (Complete for Final Design Only, Construction Only, or combined Final Design & Construction)(must adequately cover operation, maintenance, replacement and debt financing): $_____/month Water $_____/month Wastewater
What is the existing annual debt service for the existing system? $_____
What amount, if any, of the existing annual debt service for the system is paid by property taxes? $_____/year Water $_____/year Wastewater
What is the annual cost of material & services and personal services to maintain the existing system? $ What is the estimated cost of material & services and personal services for the new system? $
Does an Operation, Maintenance & Replacement (OM&R) Manual exist? ☐ Yes ☐ No
Does the potential applicant annually budget for both Maintenance and Replacement expenditures? ☐ Yes ☐ No
COMPLIANCE
Is the utility now, or soon to be, out of compliance with State or Federal standards? ☐ Yes ☐ No What regulatory agency has been contacted and when? Is there written documentation or confirmation of the compliance issue? *If yes, attach.* ☐ Yes ☐ No Will the proposed project bring the utility into compliance? *If no, attach explanation.* ☐ Yes ☐ No

USE	Current / Existing System		Future / At Completion of Construction	
	EDUs	Flow	EDUs	Flow
Residential				
Commercial & Business				
Industrial				
Other				
Total Uses				
Of Residential, Number occupied by Permanent Residents				
Percent Permanent Residential	%	%	%	%
Number of connections				
Number of Service Meters (for water)				

Are all current service connections required to be metered? ☐ Yes ☐ No

Current Project Activity with IFA

1. List each open CDBG grant award by project name, project number, grant award amount ($) and describe the status of each.

2. Does potential applicant have more than three open CDBG grants? ☐ Yes ☐ No
If "Yes," explain.

3. Is potential applicant meeting the age and expenditure requirements for all open CDBG grants funded by Oregon Housing and Community Services and IFA? *(See requirements below.)* ☐ Yes ☐ No

Requirements for open ONE YEAR grants are:

- *Any Regional Housing Center (RHC) grant that is one or two years old must be meeting contract requirements.*
- *Any Microenterprise grant that is one year old must be 70% drawn*
- *Any Microenterprise grant that is two years old must be administratively closed*
- *Any RHC grant that is three years old must be administratively closed*

Requirements for open MULTI YEAR grants are:

- *Any grant that is two years old must be 60% drawn*
- *Any grant that is three years old must be 100% drawn*
- *Any grant that is four years old must be administratively closed*

If "No," explain.

4. Does the potential applicant have other open grant and loan awards from IFA? ☐ Yes ☐ No

If Yes, identify each award by project name, project number, award amount ($) and describe the status of each project.

Instructions for Project Notification & Intake Form

The Project Notification & Intake Form (PNIF) provides information necessary to determine if a potential project is ready-to-proceed, such that a complete application may be invited from the potential applicant.

Once the Infrastructure Finance Authority (IFA) determines that the PNIF provides sufficient information to determine that a potential project appears to be an eligible project ready-to-proceed, the Regional Coordinator shall invite the prospective applicant to submit a complete application. The potential applicant has one year to submit a complete application for funding consideration. If a complete application is not submitted within the one-year period, after consultation with the potential applicant, the Regional Coordinator may prepare a revised PNIF for IFA approval before a new complete application will be invited.

Project Name: Name of the potential applicant, Name of the project (ex. Stayton Water System Improvements)

Project Location: City/unincorporated area/county where project is/will be located or, if the project doesn't involve a physical location, the city(ies)/county(ies) that will benefit from the project (ex. Applicant is Deschutes County, and the project location is in Bend, Oregon, or the benefiting entity is a district such as Odell Sanitary District.)

Potential Applicant: Entity that will contract with the IFA for financial assistance and will manage the project.

Information for Contact Person: Information for the person we should contact if we have questions about the project.

Estimated Funding Request: Indicate the amounts committed or pending from the potential applicant and other sources and the amount requested from the IFA. The Estimated Project Cost should include <u>all</u> costs to complete the project, such as: construction, contingencies, engineering, administration, permits, inspection, legal, etc.

Date of Project Cost Estimate: Date the estimated project cost was determined. If older than one (1) year, the estimate must be updated. Also, identify who prepared the cost estimate.

How would a loan be repaid: List the specific source(s) of revenue intended to repay a loan (monthly user fees, property tax assessments, etc.).

Estimated Start Date (m/yr): This date (m/yr) also provides a guide for determining when a contract must be signed by the potential applicant and developing a timeline for managing the project. If "Pre-award Costs" are not requested in this intake, a contract must be signed before work can be commenced.

Estimated Project Completion Date (m/yr): The date (m/yr) when construction activity is anticipated to be completed.

Estimated first Draw: The date (m/yr) the potential applicant will require the first disbursement of funds**.** This date is required so that the IFA can monitor cash flows by program.

Readiness To- Proceed for Construction Projects: The following requested information is needed by the IFA as part of the evaluation of when identified high priority projects are expected to be ready to proceed with application, award and construction phases. Information supplied by the potential applicant will help determine when a proposed high priority project will be invited to submit a complete application for funding consideration.

> <u>Fiscal Year in which the potential applicant will budget for the proposed construction project</u>: Identify and select the specific fiscal year (FY2014-15, 2015-16, 2016-17, or other) in which the project is anticipated to begin and funds need to be budgeted by the potential applicant.
>
> <u>Certification of Master, Facilities or other technical Plan</u>: Has a licensed engineer or architect certified in a Master Plan, Facilities Plan or other technical report that the project is feasible and cost effective? If not, when will a report be prepared?
>
> <u>Public meeting review of proposed construction project</u>: Has the governing body of the potential applicant conducted and documented the results of a public meeting (Council or Board meeting, public hearing, workshop, etc.) to identify and discuss major factors and options of the proposed project, including such items as nature and need for project, starting date, financing requirements that may involve taking on additional debt, and consistency with the applicable comprehensive land use plan? If not, when will a public meeting be held?

Status of Other Funds: When are the other funds identified as pending or committed expected to be available and what actions are needed to secure these funds.

Rural Development Participation: When USDA Rural Development is expected to provide funds for the proposed project, the potential applicant must identify the source of interim loan financing, since Rural Development only provides take-out financing. Remember that the grant funds provided by Rural Development cannot be used on project

expenditures until all of the interim loan funds have been expended. Rural Development must release the potential applicant to expend funds on the project (any source). Failure to obtain this release could jeopardize Rural Development participation in the project funding.

The potential applicant must provide the status of the interim loan financing, such as when they applied for the funds and if they received confirmation that funding would be provided. The potential applicant must also indicate when the funds are available. They must indicate if there are any limitations on the use of these funds. IFA analysis for funding of this proposed project will consider these limitations. At the least, a special condition of award shall be placed in the Special Condition of Award exhibit of the contract.

Local Acknowledged Comprehensive Plan: In order to determine that the project is consistent with the Comprehensive Plan, the potential applicant should provide that portion of the plan that supports a yes answer. If a change in zoning will be needed for the project to proceed, an explanation of the status of the zoning change is required.

Local, Countywide, Regional Plan: Identify whether the proposed project is listed on any local plan or inventory of planned projects. Also, identify the priority of the proposed project to the potential applicant.

Industrial/Commercial Development: Is there a "firm business commitment" to create/retain jobs associated with the proposed project? If yes, provide company name(s) and estimated number of jobs that will be created and/or retained.

Project Description

Problem Statement: This information should be simple and to the point (i.e., non-compliance, lack of capacity for economic development, inability to provide required services)

Solution or Opportunity Statement: This statement should describe how the problem will be resolved. The information should be simple and to the point. Indicate if there are any circumstances that would prevent the potential applicant from proceeding with the project after funding is awarded and a contract is signed. State whether the proposed solution is a planning (feasibility, preliminary engineering, etc.) only, final design only, construction only, or combined final design/construction project.

For Water or Wastewater Projects Only:

Current Monthly Residential User Charge: According to the potential applicant's current rate schedule, the amount of a residential user's monthly charge if 7500 gallons of water were used. For Wastewater projects provide the sewer rate for residential users.

Planned Monthly Residential User Charge at Construction Completion: For final design, construction, or combined final design & construction potential projects, provide the necessary residential user monthly charge that is needed at completion of construction to adequately cover operation, maintenance, replacement and debt financing requirements.

Existing annual debt service for the system: Amount paid annually (from all sources) to retire existing debt for prior improvements made to the existing system. (This is the system that is being improved by the requested funding)

Amount of the existing annual debt service paid by property taxes: If property tax revenues are used to retire debt that was incurred to make improvements to the existing system, what is the annual amount of property tax revenues used?

Operation & Maintenance Expense: This includes Personal Services and Materials and Services line items found in the Municipal Audit, and *does not* include Capital Outlay, Debt Service, Depreciation, Replacement Reserves, or other non-operating expenses.

Operation & Maintenance expenses after the project: Estimated annual operation & maintenance expenses after the proposed improvements are completed.

Operation, Maintenance & Replacement Manual: Does an Operation, Maintenance & Replacement (OM&R) Manual exist for the system?

Budgeting for Maintenance and Replacement costs: Does the potential applicant annually budget for both Maintenance and Replacement costs for the system?

Compliance: Identify whether utility system is now, or soon to be, out of compliance with state or federal standards. If "yes", attach documentation from DEQ or the Department of Human Services, Drinking Water Program that supports the yes answer (i.e., formal letter, e-mail).

The potential applicant must indicate when they last spoke with the regulatory agency regarding the compliance issue.

The recipient is to provide a copy of the MAO or MOU from the regulatory agency (i.e., DEQ, DHS)

If the potential applicant indicates that the project will not bring the utility into compliance they must provide an explanation as to why.

Number of Equivalent Dwelling Units (EDUs): For water systems, an Equivalent Dwelling Unit is one residential connection up to the equivalent of 7,500 gallons of usage, whichever is less. A recent Water Master Plan or Facility Plan should determine the number of EDUs for your system. (Commercial and industrial users normally account for multiple units.)

Number of Total Available Residential Uses: The maximum number of residences and flows, which could be served by the system.

Number of Commercial & Businesses Uses: Number of EDUs assigned to commercial and business units and their Flows.

Number of Industrial Uses: Number of EDUs assigned to industrial units and their Flows.

Number of Other Uses: Number of EDUs assigned to other units, such as schools, hospitals, etc., and their Flows.

Total Uses: Number of EDUs and Flows assigned to the sum of Permanent Residential, Commercial & Business, Industrial and Other Uses.

Number of Permanent Residential Uses: Of the number of Residences, how many are occupied by permanent residents. For potential projects to be considered for CDBG funding, the potential project must serve primarily residential units, of which a majority of residences are permanent residences; that is, the occupants must reside in the residence for more than six months of the year.

Percent Permanent Residential: Total Permanent Residential EDUs or Flows divided by The Respective Total EDUs or Flows multiplied by 100.

Number of connections: The number of service connections, which are currently connected to the system. This includes all types of connections (permanent residential, commercial & business, industrial, and other).

Number of Service Meters (for Water): Number of service meters among all uses.

Service Meter Requirement: If current service connections are not required to be metered, the project must include metering of the entire system. The project budget must be adjusted accordingly. The potential applicant will be required to adopt a resolution, ordinance or order requiring all future service connections to be metered as part of this project.

Current Project Activity Funded by IFA

Identify the status of all **OPEN** IFA grant and loan funding awards previously made to the potential applicant.

RAIL AND PUBLIC TRANSIT DIVISION
OREGON DEPARTMENT OF TRANSPORTATION

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

AGREEMENT

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

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

   Exhibit A: Project Description and Budget

   Exhibit B: Financial Information

   Exhibit C: Insurance Requirements

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

3. **Project Cost; Grant Funds.** The total project cost is estimated at **$27,750.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **$27,750.00** in 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 and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.d hereof.

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

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

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

result of financial review or audit.

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

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

   ii. Recipient is in compliance with the terms of this Agreement.

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

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

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

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

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

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

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

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

indictments or convictions of crimes.

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

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

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

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

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

   d. **Audit Requirements.**

      i. Recipient shall, at Recipient's own expense, submit to State, Public Transit Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to ODOTPTDreporting@odot.state.or.us, a copy of, or electronic link to, any annual audit covering the funds expended under this Agreement by Recipient or a party to any subagreement with Recipient, as well as the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.

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

9. **Recipient Subagreements and Procurements**

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

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

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

b. **Subagreement indemnity; insurance.**

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

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

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

c. **Procurements.**

i. Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable, including all applicable provisions of the Oregon Public Contracting Code and rules. Procurements of rolling stock, facilities and personal services for any amount, and all procurements for an amount greater than $100,000 must be approved by State prior to solicitation.

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

10. **Termination**

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

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

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

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

under this Agreement; or

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

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

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

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

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

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

11. **General Provisions**

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

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

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

in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

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

c. **Reserved.**

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

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

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

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

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

h. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.

i. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established

pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

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

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

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

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

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

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

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

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

SIGNATURE PAGE TO FOLLOW

Columbia County, by and through its

_____

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

Janet Wright
230 Strand Street
Saint Helens, OR 97051
1 (503) 366-8504
janet.wright@co.columbia.or.us

State Contact:

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

State of Oregon, by and through its Department of Transportation

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

Date _____

APPROVAL RECOMMENDED

By Jamey Dempster

Date 07/11/2016

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over $150,000)

N/A

EXHIBIT A

Project Description and Budget

Project Description/Statement of Work

Project Title: State Discretionary Columbia County 31383 Capital *Vehicle Purchase (Match)*				
Item #1: Capital				
	Total	Grant Amount	Local Match	Match Type(s)
	$27,750.00	$27,750.00	$0.00	
Sub Total	$27,750.00	$27,750.00	$0.00	
Grand Total	**$27,750.00**	**$27,750.00**	**$0.00**	

- *1. PROJECT DESCRIPTION*

  This funding will provide financial support for special transportation services benefiting seniors and individuals with disabilities. Funding may be used as matching funds for purchase of two vehicles to be used for transportation and services to seniors and individuals with disabilities.

  This project provides matching funds for the following federally funded vehicles: One Category C: useful life 7 years or 200,000 miles; approximate length 30 feet; estimated 16 to 30 seats; estimated four ADA securement stations; and gasoline fueled.

  Expected order date: September 1, 2016; expected delivery date: September 1, 2017

  One Category E-3: useful life four years or 100,000 miles; approximate length less than 20 feet; estimated three to 14 seats; estimated one ADA securement station; and gasoline fueled.

  Expected order date: September 1, 2016; expected delivery date: September 1, 2017

  2. PROJECT DELIVERABLES, TASKS AND SCHEDULE

  Recipient shall follow all guidelines, requirements, procedures and deliverables of the related §5339 vehicle replacement agreement. All purchases and installations must be completed prior to the expiration date of this Agreement.

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

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

  Recipient must list Oregon Department of Transportation Rail and Public Transit Division, 555 13th St NE, Salem OR 97301 as first security interest holder on the matched vehicle title(s) following State's titling guidance. Recipient must be listed on vehicle title(s) as second position security interest holder when vehicles are titled to subrecipients as owner/ operator. Recipient shall maintain vehicles purchased under this Agreement in good condition in accordance with Recipient's vehicle preventive maintenance schedule. State's vehicle useful life schedule will be applied to vehicles purchased under this Agreement. For ADA accessible vehicles, an annual lift inspection must be performed by a certified technician.

3. PROJECT ACCOUNTING AND SPENDING PLAN

Recipient retains authority over costs and allocations of STF funds within the guidelines established by Oregon Revised Statutes (ORS) 391.800 through 391.830 and Oregon Administrative Rules (OAR) Chapter 732.

Recipient may not count the same costs twice if they have multiple agreements for which these costs may be eligible.

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

4. REPORTING AND INVOICING REQUIREMENTS

Recipient shall request reimbursement for covered expenses as prescribed by State. Recipient shall provide supporting documentation detailing the total expenses for the replacement vehicle(s) covered by Recipient's federally funded Bus and Bus Facilities §5339 Agreement. Supporting documentation must include the payment reference number or an attachment showing the reimbursement requested against Recipient's federally funded §5339 Agreement for the same vehicles.

Recipient must report matched vehicle condition quarterly and vehicle mileage at least during the fourth quarter of each year using a form acceptable to State.

EXHIBIT B

FINANCIAL INFORMATION

This Agreement is financed by the funding source indicated below:

State Program	**State Funding Agency**		**Total State Funding**
ORS 391.800 through ORS 391.830 and OAR Chapter 732, Divisions 5, 10, and 30	Oregon Department of Transportation 355 Capitol St. N.E. Salem, OR 97301-3871		**$27,750.00**

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

EXHIBIT C

Insurance Requirements

GENERAL.

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

TYPES AND AMOUNTS.

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

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

Bodily Injury, Death and Property Damage:

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

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

Bodily Injury, Death and Property Damage:

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

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

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

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

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

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

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

By and between COLUMBIA COUNTY and
LOWER COLUMBIA ENGINEERING

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A. Contractor shall:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. Indemnity. Contractor shall indemnify, defend, save and hold harmless County and its officers, agents and employees, the State of Oregon and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of the officers, agents, employees or subcontractor of Contractor ("Claims"). It is the specific intention of the Parties that County and State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of County or State, be indemnified by the contractor and subcontractor from and against any and all claims.

Neither Contractor, subcontractor, nor any attorney engaged by Contractor or subcontractor, shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at any time at its election, assume its own defense and settlement in the event that it determines that Contractor is prohibited from defending the State of Oregon, or that Contractor is not adequately defending the State of Oregon's

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LOWER COLUMBIA ENGINEERING

By:_____
Andrew Niemi

Title:_____

Date:_____

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By:_____
Anthony Hyde, Chair

By:_____
Henry Heimuller, Commissioner

By:_____
Earl Fisher, Commissioner

Date: _____

Approved as to form

By:_____
Office of County Counsel

CCRider Rainier Transit Center Engineering and Architectural Services
Statement of Work

Civil Site Design
The following items are anticipated and included:

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

Architectural & Structural
The following items are anticipated and included:

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

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

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

Construction Administration

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

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

Preliminary Schedule

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

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

Lower Columbia Engineering

58640 McNulty Way
St. Helens, OR 97051

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

2016 Service Rates and Billing Procedures

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

Service Rates:

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

Reimbursable Project Expenses:

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

Billing Procedures:

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

EXHIBIT B

REQUEST FOR PROPOSALS

FOR ENGINEERING/ARCHITECTURAL SERVICES

FOR THE COLUMBIA COUNTY RIDER TRANSIT CENTER IN RAINIER, OREGON

COLUMBIA COUNTY,
OREGON

MARCH 21, 2016

EXHIBIT B

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Attachments:

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

EXHIBIT B

SECTION I

REQUEST FOR PROPOSALS (RFP)

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

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

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

SECTION II

PROJECT OVERVIEW

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

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

The project will be accomplished in four phases as follows:

Phase 1: Architectural Design

- Schematic design, involving Design Concept Challenge design and

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

Phase 2: Invitation to Bid for General Contractor

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

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

ESTIMATED PROJECT SCHEDULE

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

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

SECTION III

SCOPE OF SERVICES

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

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

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

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

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

SECTION IV

GENERAL INSTRUCTIONS

A. ADMINISTRATIVE INFORMATION

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

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

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

   or by email at:

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

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

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

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

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

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

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

B. PROCUREMENT SCHEDULE

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

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

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

C. MANDATORY PRE-PROPOSAL MEETING

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

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

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

D. PROPOSAL SUBMITTAL

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

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

The second option is to hand deliver to:

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

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

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

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

D. SUBMITTAL DEADLINE

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

E. PROPOSAL OPENING

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

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

F. MODIFICATION OR WITHDRAWAL OF PROPOSAL

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

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

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

G. PROTEST PROCEDURES

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

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

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

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

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

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

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

H. PUBLICITY

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

I. SUBMITTAL COSTS

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

J. RECYCLABLE PRODUCTS

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

SECTION V

PROPOSAL RESPONSE

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

A. TITLE PAGE

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

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

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

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

B. TABLE OF CONTENTS

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

C. STATEMENT OF QUALIFICATIONS AND COMPANY BACKGROUND

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

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

D. DESIGN APPROACH

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

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

E. WORKLOAD

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

F. LIST OF COMPLETED PROJECTS

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

G. REFERENCES

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

H. ARCHITECTURAL/ENGINEERING SERVICES PROPOSAL

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

I. PROJECT ORGANIZATION/STAFFING

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

J. INSURANCE

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

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

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

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

SECTION VI

EVALUATION AND SELECTION

A. EVALUATION COMMITTEE

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

B. EVALUATION CRITERIA

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

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

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

C. REFERENCES

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

D. INTERVIEWS

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

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

E. NEGOTIATIONS

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

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

F. SELECTION

The County reserves the right in its sole discretion to:

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

SECTION VII

FEDERAL AND STATE CONTRACTING REQUIREMENTS

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

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

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

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

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

SECTION VIII

SAMPLE CONTRACT

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

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

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

FTA PROVISIONS

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

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

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

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

B. APPLICABILITY OF THIRD PARTY CONTRACT PROVISIONS

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

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

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

B. APPLICABILITY OF THIRD PARTY CONTRACT PROVISIONS (Continued)

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

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

FTA Provisions

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

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

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

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

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

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

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

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

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

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

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

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

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

Requirements for Access to Records and Reports by Types of Contract

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

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

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

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

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

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

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

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

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

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

Civil Rights

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

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

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

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

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

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

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

Disadvantaged Business Enterprises

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Clean Air

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

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

Clean Water

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

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

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

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

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

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

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

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

Charter Service Operations

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

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

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

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

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

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

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

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

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

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

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

CONTRACTOR

By:

(Print name & title)

(Date)

Misc. Contracts and Agreements
No. 30620

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

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

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

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

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

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

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

9-10-14

ODOT/Recipient
Agreement No. 30620

4. Project:

a. Use of Grant Funds. The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by ODOT by amendment pursuant to Section 11.c hereof.

b. Project Change Procedures.

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

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

5. Progress Reports.

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

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

ODOT/Recipient
Agreement No. 30620

6. Disbursement and Recovery of Grant.

a. **Disbursement Generally.** ODOT shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by ODOT within forty-five (45) days of ODOT's approval of a request for reimbursement from Recipient. Requests for Reimbursement will identify the Project, Agreement number, Project start and end date, the request for reimbursement number or the account number or both, and itemize all expenses as well as provide a detailed breakdown of Project Costs expended and Grant Funds reimbursed to date, and the amount of undisbursed Grant Funds. Requests for Reimbursement shall be submitted monthly for any month for which Recipient seeks reimbursement of Eligible costs. Eligible costs are the reasonable and necessary costs incurred by the Recipient, or under a subagreement described in Section 9 of this Agreement, in performance of the Project and that are not excluded from reimbursement by ODOT, either by this Agreement or by exclusion as a result of financial review or audit.

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

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

   ii. Recipient is in compliance with the terms of this Agreement, including without limitation completion of all prerequisites for reimbursement provided in Exhibit B.

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

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

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

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

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

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

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

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

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

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

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

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

8. Records Maintenance and Access; Audit.

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

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

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

9. Recipient Subagreements and Procurements

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

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

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

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

b. Subagreement indemnity; insurance.

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

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

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

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

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

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

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

10. Termination

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

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

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

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

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

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

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

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

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

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

c. Termination by Either Party. Either Party may terminate this Agreement upon at least ten (10) days' notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

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

11. GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

ODOT/Recipient
Agreement No. 30620

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

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

SIGNATURE PAGE TO FOLLOW

ODOT/Recipient
Agreement No. 30620

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

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

BOARD OF COUNTY COMMISSIONERS

FOR COLUMBIA COUNTY, OREGON

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

By: _____
Anthony Hyde, Commissioner

By: not present
Earl Fisher, Commissioner

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
Recipient's Legal Counsel

Date 8-19-15

Recipient Contact:

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

STATE OF OREGON, by and through its Department of Transportation

By _____
Director

Date 8-24-15

APPROVAL RECOMMENDED

By _____
Freight Planning Program Manager

Date 8/24/15

By Megan Lyde
Active Transportation Section Manager

Date 8/24/15

APPROVED AS TO LEGAL SUFFICIENCY

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

Name _____
(printed)

Date _____

ODOT Contact:

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

ODOT/Recipient
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EXHIBIT A
Project Description, Key Milestones, Schedule and Budget

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

A. PROJECT DESCRIPTION

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

B. PROJECT KEY MILESTONES AND SCHEDULE

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

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

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

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

Table 1: Key Milestones

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

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

Table 2 – Funding Breakdown

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

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EXHIBIT B
Recipient Requirements

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

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

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

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

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

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

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

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

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

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

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

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XII. Additional requirements

A. Prerequisites for Reimbursement of Construction Costs – General

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

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

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

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EXHIBIT C
Subagreement Insurance Requirements

GENERAL.

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

TYPES AND AMOUNTS.

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

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

Bodily Injury, Death and Property Damage:

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

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

Bodily Injury, Death and Property Damage:

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

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

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

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

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

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

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After recording, return to:

_____
_____
_____

EXHIBIT D

MEMORANDUM OF AGREEMENT AND ACKNOWLEDGEMENT OF ODOT ASSISTANCE

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

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

COLUMBIA COUNTY

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

State of Oregon: County of _____

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

_____**My commission expires on** _____.

STATE OF OREGON, DEPARTMENT OF TRANSPORTATION

By: _____ (Notary Stamp)
McGregor Lynde

Title: Active Transportation Section Manager

State of Oregon: County of Marion

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

_____**My commission expires on** _____.

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