



BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON

Wednesday, May 18, 2016
10:00 a.m. - Room 308

BOARD MEETING AGENDA

CALL TO ORDER/FLAG SALUTE

MINUTES:

- Minutes, May 11, 2016 Board meeting;
- Minutes, May 11, 2016 Staff meeting.

VISITOR COMMENTS - 5 MINUTE LIMIT

MATTERS:

- 1) 1st Reading of Ordinance No. 2016-1, "In the Matter of Amending the Columbia County Ambulance Service Ordinance".

HEARING:

- 1) Public Hearing on Proposed Ordinance 2016-2, "In the Matter of the Adoption of an Ordinance to Establish an Environmental Services Fee Schedule for the Food, Pool and Lodging Licensing Program for Columbia County".
- 2) Public Hearing, "In the Matter of the Application Submitted by Portland Community College for an Authorized Use - Public Safety Training Facility in the Primary Agriculture (PA-80) Zone".

CONSENT AGENDA:

- (A) Ratify the Select to Pay for week of 5/16/16.
- (B) Order No. 15-2016, "In the Matter of Conveying Certain Real Property in Rainier, Oregon, to Richard A. and Sandra D. Vance [Tax Map ID No. 7N2W 16DD1500]".
- (C) Order No. 16-2016, "In the Matter of Approving Ambulance Service Area Boundary Changes and a Memorandum of Understanding with Clatsop County" and authorize the Chair to sign the MOU.
- (D) 2016 Emergency Management Performance Grant (EMPG) application.

- (E) Letter of support for ODOT application by the City of St. Helens for Transportation & Growth Management Program funding.

AGREEMENTS/CONTRACTS/AMENDMENTS:

- (F) Purchase and Sale Agreement with Richard A. and Sandra D. Vance for Sale of Property in Rainier, Oregon [Tax Map ID No. 7N2W16DD1500]"
- (G) Quitclaim Deed to Richard A. and Sandra D. Vance for Property in Rainier, Oregon [Tax Map ID NO. 7N2W16DD1500] and authorize the Chair to Sign.
- (H) Maintenance Plan Contract with Crossmatch Technologies and Authorize the Chair to sign.
- (I) Amendment #7 to the 2015-2017 Agreement #148004 with the Oregon Health Authority and authorize the Chair to sign.
- (J) Amendment 1 to Intergovernmental Agreement #15-170 with the City of Portland for UASI Grant Funding and authorize the Chair to sign.

DISCUSSION ITEMS:

COMMISSIONER HYDE COMMENTS:

COMMISSIONER HEIMULLER COMMENTS:

COMMISSIONER FISHER COMMENTS:

EXECUTIVE SESSION:

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

of County Commissioners.

SECTION 7. SEVERABILITY.

If for any reason any court of competent jurisdiction holds any portion of this ordinance invalid, such portion shall be deemed a separate, distinct and independent portion, and any such holdings shall not affect the validity of the remaining portions thereof.

DATED this _____ day of _____, 2016.

Approved as to form by

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____
Office of County Counsel

By: _____
Anthony Hyde, Chair

Attest:

By: _____
Henry Heimuller, Commissioner

By: _____
Recording Secretary

By: _____
Earl Fisher, Commissioner

First Reading: _____

Second Reading: _____

Effective Date: _____

EXHIBIT "A"

COLUMBIA COUNTY AMBULANCE SERVICE ORDINANCE

SECTION 1. TITLE.

This Ordinance shall be known as the "Columbia County Ambulance Service Ordinance," and may be referred to herein as "this Ordinance".

SECTION 2. AUTHORITY.

This Ordinance is enacted pursuant to ORS 682.062, 682.017, and 682.031 and ORS 203.035.

SECTION 3. POLICY AND PURPOSE.

The Board of County Commissioners finds:

1. That ORS 682.062 and OAR 333-260-0000 to 333-260-0070 require Columbia County to develop and adopt a plan for the county relating to the need for and coordination of ambulance services and to establish Ambulance Services Areas (ASAs) consistent with the plan.
2. That this Ordinance, which establishes methods for creating and modifying Ambulance Service Areas (ASA) and methods for selecting ambulance service providers for each ASA, and establishes the Ambulance Service Area Advisory Committee, together with the most recently adopted Columbia County Ambulance Service Area Plan (ASA Plan), make up the complete plan for ambulance service for Columbia County.

SECTION 4. DEFINITIONS.

1. For the purpose of this Ordinance, words used in the present tense include the future, the singular number includes the plural, the word "shall" is mandatory and not advisory, and the term "this Ordinance" shall be deemed to include all amendments hereafter made to this Ordinance.
2. The words and phrases in this Ordinance shall have the meaning provided in ORS Chapter 682 and OAR Chapter 333, Division 260, unless specifically defined herein to have a different meaning.
3. The provisions of ORS Chapter 192 regarding meetings, notice and records shall apply to this Ordinance.
4. Other specific definitions include:
 - a. Administrator. The person designated by resolution of the Board to

administer this Ordinance and the duly authorized deputy or assistant of such person.

- b. Ambulance Service. A person, governmental unit or other entity that operates ambulances and that holds itself out as providing prehospital care or medical transportation to persons who are ill or injured or who have disabilities. This note and the subsequent notes will not appear in the final ordinance.
- c. Ambulance Service Area or ASA. A geographic area which is served by one ambulance service provider, and may include all or a portion of a county, or all or portions of two or more contiguous counties.
- d. Board. The Board of County Commissioners for Columbia County, Oregon.
- e. Committee. The Ambulance Service Area Advisory Committee, or ASA Advisory Committee, created pursuant to this Ordinance.
- f. Franchise. A franchise to provide ambulance service issued by the Board pursuant to this Ordinance.
- g. Person. Means and includes individuals, corporations, associations, firms, partnerships, joint stock companies, and special districts formed and existing pursuant to the Oregon Revised Statutes.

SECTION 5. EXEMPTIONS.

This Ordinance shall not apply to:

1. Ambulances owned by or operated under the control of the United States Government or the State of Oregon.
2. Vehicles being used to render temporary assistance in the case of a major catastrophe or emergency with which the ambulance services of the surrounding locality are unable to cope, or when directed to be used to render temporary assistance by an office at the scene of an accident.
3. Vehicles operated solely on private property or within the confines of institutional grounds, whether or not the incidental crossing of any public street, road or highway through the property or grounds is involved.
4. Ambulances or vehicles transporting patients from outside the County to a health care facility within the County, or which are passing through without a destination in the County.
5. Air ambulances (aircraft utilized as an ambulance) and marine ambulances

(marine craft utilized as an ambulance).

6. Vehicles operated by lumber industries solely for the transportation of lumber industry employees.
7. Any person who drives or attends an individual who is ill or injured or who has a disability, if the individual is transported in a vehicle exempted by this section.
8. Ambulance services that are located outside of the county, which may come into the county for the purpose of fulfilling service agreements or specialty transportation needs, provided the service(s) are currently identified and on file with the Administrator. The Administrator and/or the Ambulance Service Area Advisory Committee may request and review copies of these service agreements as needed to ensure that they do not interfere with the financial stability of the services located and operating within the county.

SECTION 6. ADMINISTRATION.

The Administrator, under the supervision of the Board and with the assistance of the Committee, shall be responsible for the enforcement of this Ordinance. In order to carry out the duties imposed by this Ordinance, the Administrator, or persons authorized by the Administrator, are hereby authorized to enter on the premises of any person regulated by this Ordinance at reasonable times and in a reasonable manner to determine compliance with this Ordinance and regulations promulgated pursuant hereto. The Administrator shall also have access to records pertaining to ambulance service operations of any person regulated by this Ordinance. These records shall be made available to the Administrator at the person's place of business, or copies made and provided as requested by the Administrator.

SECTION 7. AMBULANCE SERVICE AREAS.

The Board adopted Ambulance Service Areas (ASAs) in Ordinance No. 90-23, and they were described in the Ambulance Service Area (ASA) Plan dated August 14, 1991. The current ASAs are described in the most recently adopted ASA Plan (ASA Plan). The Board may change the number and/or boundaries of the ASAs by amendment to the ASA Plan, by adoption of a new ASA Plan, or separately by adoption of an order to that effect. Pursuant to an Intergovernmental Agreement and for administrative convenience, the Board may authorize another County or Counties to award and administer ambulance service franchises within portions of Columbia County, and/or accept the authority from another County or Counties to award and administer ambulance service franchises in portions of such other County or Counties.

SECTION 8. AMBULANCE SERVICE PROVIDERS REGULATED.

No person shall provide ambulance services in Columbia County, Oregon, unless such person is franchised in accordance with the provisions of this Ordinance, except as

provided by Section 5 above.

SECTION 9. APPLICATION FOR AMBULANCE SERVICE FRANCHISE.

1. Applications for franchises shall be accepted only when the Board, or the Administrator, calls for the submittal of applications. This applies to all applications, whether for the initial franchise or a franchise renewal, or franchises to be issued due to early discontinuance or termination of a franchise.
2. Applications for franchises shall be on forms provided by the Administrator. In addition to information required on the forms, the Administrator or Board may require any additional information deemed necessary.
3. The applicant shall provide the following information:
 - a. The name and address of the person or agency applying.
 - b. The Ambulance Service Area the person desires to serve, the location(s) from which ambulance services will be provided, and the level of service to be provided.
 - c. A statement as to whether or not the franchisee will subcontract for any service to be provided. If some service will be provided by subcontract, a copy of that subcontract shall be provided.
 - d. A list of vehicles to be used in providing ambulance services including year, make and model, and verification that each vehicle is certified as a basic life support, intermediate life support and/or advanced life support vehicle by the State of Oregon.
 - e. A statement that all equipment and supplies in each ambulance conforms to State standards.
 - f. A list of personnel to be used in providing ambulance service and their current Emergency Medical Technician certificate number, or other appropriate certification.
 - g. Proof of financial ability to operate, including an operating budget or financial statement, references and/or statement of past ambulance service. Private companies must provide a profit and loss statement, in addition to the above materials. Other appropriate financial information, such as income tax returns or reports by governmental authorities shall also be submitted upon request.
 - h. Proof of the following minimum levels of insurance to protect the County, its officers, agents, and employees.

- i. Workers' compensation and employers' liability insurance meeting statutory limits mandated by state and federal laws.
- ii. Commercial general liability and property damage insurance in an amount of not less than \$2,000,000.00 per occurrence.
- iii. Automobile liability (owned, non-owned, and hired) for bodily injury and property damage in an amount of not less than \$2,000,000 per occurrence.
- iv. Professional liability insurance covering claims made at any time prior, during or subsequent to the completion of the proposer's services, with a limit of not less than \$2,000,000.

The applicant shall provide County a certificate or certificates of insurance in the amounts described above which names County, its officers, agents and employees, as additional insureds and shall be accompanied by one or more additional insured endorsements. The certificate of insurance shall include a statement by the insurer that County shall be given no less than thirty (30) days advance written notification if the policy is going to expire, be terminated, cancelled or modified in any material way. If the applicant is granted a franchise under this Ordinance, the applicant shall notify County immediately upon notification to the applicant that any insurance coverage required by this paragraph will be canceled, not renewed or changed to make the coverage no longer meet the minimum requirements of this Ordinance.

The County, in its sole discretion, may raise the minimum level of insurance required if the County's tort claims limit under Oregon law exceeds \$2,000,000.

Coverage shall be carried for the duration of the applicable statute of repose in Oregon. All of applicant's and any subcontractor's liability insurance policies, with the exception of workers' compensation, shall contain a waiver of subrogation against the County.

- i. A statement of past experience in properly providing ambulance service of a comparable quality and quantity to the service required by this Ordinance, regulations promulgated hereunder, any franchise issued hereunder, and the Ambulance Service Area Plan.
- j. Proof of compliance with the terms and conditions of the ASA Plan and applicable county ordinances, in the form of a narrative summary.

SECTION 10. EXISTING AMBULANCE SERVICE PROVIDERS.

Nothing in this Ordinance shall act as a revocation of a franchise granted prior to the effective date of this Ordinance, or any amendment to this Ordinance, except pursuant to the provisions of Section 16 below.

SECTION 11. REVIEW OF APPLICATION FOR FRANCHISE.

1. Applications shall be reviewed by the Administrator, who shall make such investigation as may be appropriate and who may request assistance of other persons as necessary.
2. The Administrator shall notify the holder of a franchise for providing ambulance service to an ASA of any application by another person to take over that franchise.
3. Unless the time is extended by the Board for good cause, the Administrator shall make a recommendation to the Board to grant, deny, modify or attach appropriate conditions to the application. The Administrator shall transmit his or her recommendation within thirty (30) days after the application and any required supplemental information has been received.

SECTION 12. BOARD ACTION ON APPLICATION FOR FRANCHISE.

Upon receipt of the Administrator's recommendation, the Board:

1. Shall publish notice of its intent to hold a public hearing on the application and the Administrator's recommendation at least ten (10) days, but not later than thirty (30) days following publication of the notice.
2. May require additional investigation by the Administrator if it finds that there is insufficient information on which to base its action.
3. Shall, upon the basis of the application, the Administrator's recommendation, and such other information as may be before the Board, make an order granting, denying or modifying the application or attaching conditions thereto.
4. Shall not make an order adverse to the applicant, or to the holder of, or applicant for, another franchise, effective less than thirty (30) days after the date of such order and shall notify such persons in writing of such order. The Board may suspend operation of this subsection and enter an emergency order if it finds that there is an immediate and serious danger to the public or that a health hazard or public nuisance would be created by a delay.
5. After the Board makes an order granting an ambulance service franchise, with or without conditions, and the franchisee is unable to provide a particular service, the Administrator may permit the franchisee to sub-contract such

service to another person upon a finding that the quality and extent of the service would not be jeopardized. The Administrator may require the filing of such information as deemed necessary.

SECTION 13. FRANCHISE TERMS AND RENEWALS.

1. The initial ambulance service franchise in an Ambulance Service Area shall be valid from the date of issuance until December 31, 1995.
2. Thereafter, unless the Board finds that a longer or shorter term is required in the public interest, the term of ambulance service franchises shall be five (5) years, beginning on January 1 of a year and ending December 31 five years later.
3. Unless grounds exist for refusal to renew a franchise, or have existed, or for suspension or revocation of a franchise as set forth in Section 16, or unless the franchise is to be given to a new ambulance service provider, franchises may be renewed by the Board, in its sole discretion, without opening up the application process to new applicants.
4. On or before the last day of July of the year in which the franchise expires, the Administrator shall call for franchise applications for the purpose of franchise renewal or the granting of a new franchise. These applications shall be due no later than September 1 of the year in which the franchise expires. The Board or Administrator may set an earlier or later due date for applications. Application shall be made on forms provided by the Administrator and shall include such additional information as may be required by the Administrator or Board.
5. Review of an application for renewal of a franchise shall be conducted in the same manner as for an application pursuant to section 9, 11 and 12 of this Ordinance.

SECTION 14. EARLY DISCONTINUANCE OF SERVICE BY FRANCHISEE.

1. If a franchisee discontinues services before the expiration of the franchise, the Board or Administrator shall set a time by which applications must be submitted for a new franchise in the ASA. Review of an application shall be conducted in the same manner as for an application pursuant to section 9, 11 and 12 of this Ordinance.
2. The Administrator shall develop a plan for coverage of the ASA, using existing franchisees and/or other resources as available to provide ambulance service in the ASA.
3. The Administrator shall issue a temporary certificate(s), valid for a stated period not to exceed six (6) months, entitling a person(s) to provide

ambulance service in all or part of the ASA.

SECTION 15. TRANSFER OF FRANCHISES.

1. Except in the case of merger pursuant to ORS 198.885 to 198.915, a franchise may not be transferred. If a current franchisee is unable or unwilling to continue service up to the expiration of its franchise, this shall be treated as an “Early Discontinuance of Service by Franchisee” pursuant to Section 14 of this Ordinance.
2. In the case of merger of a special district, pursuant to ORS 198.885 to 198.915, holding a franchise under this Ordinance, into another special district, the Administrator may approve the transfer of the franchise to the successor district upon a finding that the quality and extent of the service would not be jeopardized. The Administrator may request the filing of such information as deemed necessary.

SECTION 16. ENFORCEMENT OF FRANCHISE PROVISIONS.

1. In addition to the remedy provided in Section 17 of this Ordinance and penalties provided elsewhere in this Ordinance, the Administrator shall, upon reasonable cause, make an investigation to determine if there is sufficient reason and cause to suspend, modify, revoke or refuse to renew a franchise as provided by this subsection.

If in the judgment of the Administrator, there is convincing evidence of: (a) a violation of this Ordinance, subsequent amendments to this Ordinance, ORS Chapter 682 or the rules promulgated thereunder, or the ASA Plan; or (b) evidence that the franchisee has materially misrepresented facts or information given in the application for the franchise, the Administrator shall notify the franchisee in writing by certified mail, return receipt requested, or by personal service of the notice of alleged violation or of misrepresentation and what steps must be taken to cure the alleged violation or misrepresentation. The Administrator shall send a copy of the notice to the Board. Not less than ten (10) days following the receipt of notice of alleged violation or misrepresentation, the Board may enter an order of revocation, modification, suspension, or non-renewal and shall thereby revoke, modify, suspend or not renew the violator’s franchise, unless prior thereto the franchisee shall file with the Board a request for a hearing on the Administrator’s notice of alleged violation or misrepresentation. If said request is timely filed, revocation, modification, suspension, or non-renewal will be stayed until the Board can, at its earliest convenience, hold a public hearing thereon. Notice of said hearing shall be given by publication of notice thereof at least ten (10) days prior to said hearing. The burden of proof at the hearing held hereunder shall be upon the franchisee-appellant.

2. In lieu of the revocation, modification, suspension, or non-renewal of the

franchise, the Board may order that the violation or misrepresentation be corrected and make the revocation, modification, suspension, or non-renewal contingent upon compliance failure to comply [???] with the order within the period of time stated therein. Notice of the board action shall be provided by certified mail, return receipt requested, or by personal service to the franchisee. The notice shall specify the violation or misrepresentation, the action necessary to correct the violation or misrepresentation, and the date by which the action must be taken. The franchisee shall notify the Board of the action taken. If the franchisee fails to take corrective action within the time required, the Board shall notify the franchisee by certified mail, return receipt requested, or by personal service that the franchise is revoked, modified, suspended or not renewed upon receipt or service of the notice.

3. Should the franchisee fail to comply with an order of the Board issued pursuant to subsection 1 of this Section, then the Board may take any steps authorized by law to enforce its order. All expenses incurred in enforcement of the Board's order, including reasonable attorney fees, may be recovered from the non-complying franchisee.

SECTION 17. PREVENTING INTERRUPTION OF SERVICE.

Whenever the Board finds that the failure of service or threatened failure of service would adversely impact the health, safety or welfare of the residents of this county, the Board shall, after reasonable notice but not less than twenty-four (24) hours notice to the franchisee, hold a public hearing. Upon appropriate findings after the hearing, the Board shall have the right to authorize another franchisee or person to provide the service.

SECTION 18. APPEALS, ABATEMENT AND PENALTIES.

1. All decisions of the Board under this Ordinance shall be reviewable by the Circuit Court of the State of Oregon for the County of Columbia, only by way of writ of review.
2. The provision of ambulance service by any person in violation of this Ordinance, amendments to this Ordinance, or regulations promulgated hereunder, is a nuisance and the Board may, in addition to other remedies provided by law or by this Ordinance, institute injunctive, abatement or other appropriate legal proceedings to temporarily or permanently enjoin or abate such ambulance service.
3. Any person who violates any of the provisions of this Ordinance is guilty of an offense. Failure from day to day to comply with the terms of these provisions shall be a separate offense for each day. Failure to comply with any provision shall be a separate offense for each such provision. This Ordinance may be enforced as provided by, and violators hereof are subject to the penalties provided in, the Columbia County Enforcement Ordinance.

SECTION 19. DUTIES OF AMBULANCE SERVICE FRANCHISEE.

The franchisee:

1. Shall conduct its operation in strict compliance with all applicable State and Federal laws, rules and regulations, the terms of this Ordinance, any subsequent amendments to this Ordinance, and the Columbia County Ambulance Service Area Plan.
2. Shall not fail or refuse to respond to an emergency call for service if an ambulance is available for service.
3. Shall not respond to a medical emergency located outside its assigned Ambulance Service Area except:
 - a. When a request for a specific ambulance service is made by the person calling for the ambulance and the call does not dictate an emergency response;
 - b. When the franchisee is unavailable to respond and the person is requested by another franchisee or the local 9-1-1 jurisdiction to respond; or
 - c. When the response is for supplemental assistance or mutual aid.
4. Shall not voluntarily discontinue service to an assigned Ambulance Service Area until he or she has:
 - a. Given ninety (90) days written notice to the Administrator; and
 - b. Obtained written approval of the Board.
5. Subsection 4 of this Section shall not apply to change, restriction or termination of service when required by any public agency, public body, or court having jurisdiction.

SECTION 20. AMBULANCE SERVICE **AREA** ADVISORY COMMITTEE.

1. There is hereby created an Ambulance Service Area Advisory Committee.
 - a. The Committee shall consist of the following members:
 - (1) The health officer for Columbia County.
 - (2) One local physician.
 - (3) One (1) representative of the local public health authority for

Columbia County.

(4) One (1) public member.

(5–10) One (1) representative of each ambulance service provider. If an ambulance service provider provides service to more than one ASA, that provider may still only have one representative on the ASA Advisory Committee.

(11) One (1) representative of the local 9-1-1 jurisdiction.

b. The Administrator and other Columbia County staff as the Board deems appropriate shall be ex-officio members of the committee without vote to advise and assist the Committee.

2. The Board shall have the sole authority to appoint the members of the Ambulance Service Area Advisory Committee. The Board may appoint additional persons to the Committee to serve as ex-officio members of, or advisors to, the Committee. The Board may appoint or approve the designation of alternates to serve in the absence of persons appointed to the Committee.

3. Except for the County Health Officer, term appointments shall be for staggered terms on the initial Committee for a term not to exceed three years. Subsequent appointments shall be for three year terms. Members shall serve until their successors are appointed and qualified, except in the case of resignation, disqualification or other termination of the appointment. Vacancies shall be filled by the Board for the balance of the unexpired term. Persons may be appointed to successive terms.

4. The Committee shall appoint one of its members as Chair and another as Vice-Chair. The Committee shall meet at such times as deemed necessary or as called by the Board or by the Administrator. The Chair, Administrator or any two members of the Committee may call a special meeting with ten (10) days notice to other members of the Committee; provided, however, that members may waive such notice.

5. Six members shall constitute a quorum for the transaction of business. A majority vote of those present and voting is required to pass motions.

6. In addition to other duties prescribed by this Ordinance the Committee shall:

a. Review and make recommendations to the Administrator regarding the selection criteria for approving a franchise to provide ambulance service.

b. Provide for on-going input to the Board from pre-hospital care

consumers, providers and the medical community.

- c. Periodically review the Ambulance Service Area Plan and make recommendations to the Board including, but not limited to:
 - (1) Reviewing the standards established in the Plan and make recommendations regarding improvement and/or new standards as required by OAR 333-260-0050(1-3);
 - (2) Monitoring the coordination between emergency medical service resources;
 - (3) Reviewing dispatch procedures and compliance; and
 - (4) Reviewing the effectiveness and efficiency of the Ambulance Service Area boundaries.
7. Committee members shall avoid acting in any matters where a conflict of interest may arise. Any Committee member having a direct or indirect financial or pecuniary interest in any matter before the Committee for consideration shall withdraw from participation in any action by the Committee in said matter. Nothing in this Section shall limit the ability of any person to provide testimony to the Committee. Committee members shall comply with Chapter 244 of the Oregon Revised Statutes, "Government Ethics", and the administrative rules of the Oregon Government Ethics Commission governing conflicts of interest in particular, and government ethics in general.

SECTION 21. CONFIDENTIALITY OF RECORDS.

Any medical and/or patient records obtained under authority of this Ordinance for the purpose of enforcement, investigation or the Quality Assurance Program are confidential and shall be handled in a manner to maintain their confidentiality, and in accordance with the Health Insurance Portability and Accountability of 1996 (HIPAA), as amended, and related federal regulations, as well as Oregon statutes and related administrative rules regarding medical and patient information.

SECTION 22. REGULATIONS OF AMBULANCE SERVICE.

Upon its own motion or upon a recommendation of the Committee or the Administrator, the Board may adopt ordinances, resolutions or orders regulating ambulance service or implementing, interpreting or amending this Ordinance. Such regulations shall not conflict with ORS Chapter 682 and rules promulgated pursuant thereto.

SECTION 23. INITIAL RESPONDER.

Nothing in these provisions prohibits a 9-1-1 jurisdiction, responsible for the

dispatching of emergency services, from dispatching an initial responder to the scene of a medical emergency in addition to dispatching an ambulance service provider. Such initial response shall only be in accordance with this Section.

1. The initial responder shall be a municipal corporation or a special district within Columbia County that provides emergency services within its jurisdiction and requests to be dispatched to medical emergencies.
2. The initial responder shall respond with Emergency Medical Technicians and/or First Responders that are certified by the State of Oregon and who are employed by, or volunteers with, the initial responder.
3. Upon arrival of the ambulance service provider at the location of the medical emergency, the ambulance service provider shall be in charge of, and responsible for, the continuation of emergency medical services. The initial responder shall continue to provide emergency medical services only at the direction of the ambulance service providers.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON**

In the Matter of Adopting a Fee Schedule)
For Columbia County Food, Pool, and) Ordinance No. 2016-2
Lodging Licenses and Services)

The Board of County Commissioners for Columbia County, Oregon, ordains as follows:

SECTION 1. TITLE.

This Ordinance shall be known as Ordinance No. 2016-2.

SECTION 2. HISTORY.

Columbia County entered into Environmental Health Services Agreement #148152 with the Oregon Health Authority and the Public Health Foundation of Columbia County on January 29, 2016, (the "Agreement"). The Agreement requires the County to establish a single license fee per establishment or facility type as described in the Agreement. Fees may not be added based on local determination of unique features of an establishment or facility. Licensing categories must be based upon those specified in ORS 446.310, 448.035 and 624.490. The County may not create additional licensing categories. In addition, the County may, with OHA approval, establish and implement the following:

- A. A fee schedule for licensees that require more than two (2) recheck inspections per year;
- B. A fee schedule for costs associated with plan review conducted under guidelines established by the OHA;
- C. A reinstatement fee for late license reinstatement of licensees; and
- D. A schedule for pro-rated licensing and inspection fees for partial year operation of licensees.

Furthermore, according to the Agreement, the County may elect to recover the cost of extra inspections of a restaurant by charging a fee of up to one-half of the annual licensing fee otherwise assessable to a restaurant for each additional inspection. The fee schedule is required to be adopted on or before June 1, 2016.

SECTION 3. PURPOSE.

The purpose of this Ordinance is to establish a fee schedule for Columbia County food service licenses, pool, spa, wading pool, and fountain licenses, tourist facilities, and other miscellaneous fees in compliance with the Agreement.

SECTION 4. AUTHORITY.

This Ordinance is adopted pursuant to ORS 203.035, 446.425, 448.005 to 448.035, 624.020, 624.086, 624.510, and 624.650.

SECTION 5. ADOPTION.

The fee schedule which is attached hereto as Exhibit "1", is adopted as the fee schedule for Columbia County food, pool and lodging licenses and services.

SECTION 6. AMENDMENTS.

The Board may, from time to time, consistent with ORS 203.115, amend the fee schedule for food service licenses by order or resolution. Scriveners errors may be corrected by order of the Board of County Commissioners.

SECTION 7. SEVERABILITY.

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

SECTION 8. EMERGENCY CLAUSE.

This Ordinance, being immediately necessary for the health, safety and welfare of the citizens of Columbia County, an emergency is declared to exist and it shall become effective on June 1, 2016.

REGULARLY PASSED AND ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON THIS ____ DAY OF MAY, 2016.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____
Anthony Hyde, Chair

By: _____
Henry Heimuller, Commissioner

By: _____
Earl Fisher, Commissioner

First Reading :
Second Reading :
Effective Date :

Approved as to form

Recording Secretary

By: _____
Office of County Counsel

By: _____

FOOD SERVICE LICENSES		2016-17 Fee	2017-18 Fee
Restaurant License Limited Service (pre-wrapped food only)		\$279	\$279
Restaurant License 0-15 person seating		\$452	\$452
Restaurant License 16-50 person seating		\$514	\$514
Restaurant License 51-150 person seating		\$594	\$594
Restaurant License 151+ person seating		\$660	\$660
Temporary Restaurant License Single Event, Intermittent, and Seasonal Licenses (received more than 7 days before the event)		\$128	\$128
Received 7 or more days before the start of the event			
Temporary Restaurant License Single Event, Intermittent, and Seasonal Licenses (received less than 7 days before the event)		\$ 148	\$ 148
Received less than 7 days before the start of the event - late fee included			
Benevolent Organizations (as defined in ORS 624.101)		40%	40%
Restaurant and Temporary Event Licenses			
Mobile Unit Class I and II		\$349	\$349
Mobile Unit Class III		\$294	\$395
Mobile Unit Class IV		\$336	\$459
Commissary License Full kitchen		\$408	\$408
Warehouse (Unopened packaged storage only)		\$130	\$130
Bed and Breakfast License Breakfast only		\$204	\$204
Bed and Breakfast License With Full Menu (for guests only)		\$204	\$204
Food Vending Machines 01 - 10 units		\$128	\$128
Food Vending Machines 11 - 20 units		\$153	\$153
Food Vending Machines 21 - 30 units		\$170	\$170
Food Vending Machines 31 - 40 units		\$191	\$191
Food Vending Machines 41 - 50 units		\$213	\$213
Food Vending Machines 51 - 75 units		\$208	\$208
Food Vending Machines 76 - 100 units		\$272	\$272
Food Vending Machines 101 - 250 units		\$476	\$476
Food Vending Machines 251 - 500 units		\$723	\$723
Food Vending Machines 501 - 750 units		\$1,020	\$1,020
Food Vending Machines 501 - 750 units		\$1,318	\$1,318
Food Vending Machines 751-1000 units		\$1,318	\$1,318
Food Vending Machines 1001-1500 units		\$1,318	\$1,318
Food Vending Machines 1501 and more units		\$1,318	\$1,318
POOL, SPA, WADING POOL, AND FOUNTAIN LICENSES			
		2016-17 Fee	2017-18 Fee
Year Round - Primary (1st unit)		\$346	\$446
Year Round - Secondary (each add'l on same property)		\$319	\$319
Seasonal - Primary (1st unit)		\$333	\$446
Seasonal - Secondary (each add'l on same property)		\$319	\$319
TOURIST FACILITIES			

	2016-17 Fee	2017-18 Fee
Traveler Accommodations		
1 – 10 units	\$159	\$159
Traveler Accommodations		
11-25 units	\$191	\$191
Traveler Accommodations		
26+ units	\$298	\$298
Recreation Park		
1-5 spaces	\$281	\$281
Recreation Park		
6-9 spaces	\$293	\$293
Recreation Park		
10+ spaces	\$319	\$319
Organizational Camp		
No Food	\$319	\$319
Organizational Camp		
With Food	\$338	\$510
PICNIC PARK LICENSES		
	2016-17 Fee	2017-18 Fee
Picnic Park	\$191	\$191
SCHOOL / USDA REIMBURSEMENT FOOD SERVICE INSPECTIONS		
	2016-17 Fee	2017-18 Fee
Full Kitchen	\$255	\$255
Satellite Kitchen (with little or no preparation)	\$128	\$128
CHILD CARE FACILITY INSPECTIONS		
	2016-17 Fee	2017-18 Fee
0-15 children (licensed capacity)	\$128	\$128
15-40 children (licensed capacity)	\$191	\$191
41-75 children (licensed capacity)	\$255	\$255
76+ children (licensed capacity)	\$298	\$298
PLAN REVIEW AND CONSTRUCTION REVIEW		
	2016-17 Fee	2017-18 Fee
Restaurant 0-50 Seats	\$446	\$446
Restaurant 51-150 Seats	\$403	\$510
Restaurant 151+ Seats	\$435	\$574
Restaurant Minor Remodel (addition of 1 area or up to 3 fixtures)	\$255	\$255
Mobile Unit Class I and II	\$255	\$255
Mobile Unit Class III	\$319	\$319
Mobile Unit Class IV	\$264	\$383
Food Commissary (for mobile unit only)	\$319	\$319
Food Warehouse	\$128	\$128
Bed and Breakfast	\$319	\$319
Tourist Facilities, 1-25 Units	\$255	\$255
Tourist Facilities, 26+ Units	\$319	\$319
RV Park, 1-9 Spaces	\$191	\$191
RV Park, 10+ Spaces	\$255	\$255
Organizational Camp	\$270	\$383
Picnic Park	\$255	\$255
School Food Service	\$446	\$446
Child Care Center	\$153	\$153
MISCELLANEOUS FEES		
	2016-17 Fee	2017-18 Fee
Prorated License	50% of fee	50% of fee
Quarterly Inspection Fee	\$659	\$659
Late License Renewals Reinstatement Fee	\$100/month	\$100/month
Required reinspections	\$128	\$128

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

In the Matter of Conveying Certain Real Property)
In Rainier, Oregon, to Richard A. Vance and) **ORDER NO. 15-2016**
Saundra Vance; Tax Map ID No. 7N2W16DD1500)

WHEREAS, certain real property in Columbia County, Oregon, which has been assigned Tax Account No. 29308 and Tax Map ID No. 7N2W16DD1500 (the "Property"), was foreclosed upon for non-payment of ad valorem real property taxes in *Columbia County v. Transition Support Services Inc., et al.*, Case No. 00-2420; and

WHEREAS, the Property is generally depicted on Exhibit "1" hereto, and specifically described in the Purchase and Sale Agreement attached as Exhibit "2" hereto, which is incorporated herein by this reference; and

WHEREAS, the Property is deemed surplus to the County's needs; and

WHEREAS, the County offered the Property for sale at auction on December 4, 2014, with a minimum bid of \$8,136.00, and no offers were received; and

WHEREAS, ORS 275.200 (2) authorizes the County to sell all or a part of the Property without further notice, subject to the purchase price being no less than 15% of the minimum bid required at the December 4, 2014 Sheriff's sale (\$1,220.40); and

WHEREAS, Richard A. Vance and Saundra Vance, adjacent property owners, have offered to purchase the property for \$4,000.00, with the offer significantly exceeding the \$1,220.40 minimum sale price required under ORS 275.200(2); and

WHEREAS, other adjacent property owners were notified in writing on February 23, 2016, that a purchase inquiry about the Property had been received by the County, and no other interests or concerns resulted from that notification; and

WHEREAS, pursuant to ORS 275.200(2), the Property may now be sold without further notice;

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

1. Pursuant to ORS 275.200(2), the Board of County Commissioners authorizes the sale of the above-described Property to Richard A. Vance and Saundra Vance for \$4,000.00, plus an administrative fee of \$145.00.

2. The Board of County Commissioners shall enter into a Purchase and Sale Agreement (PSA) with Richard A. Vance and Saundra Vance in a form substantially the same as "Exhibit "2"

hereto.

3. The Board of County Commissioners will convey the Property by Quitclaim Deed in a form substantially the same as Exhibit "A" to the attached PSA, to Richard A. Vance and Sandra Vance as tenants by the entirety.

4. The fully executed Quitclaim Deed shall be recorded in the County Clerk deed records by Columbia County.

DATED this ____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____
Anthony Hyde, Chair

By: _____
Henry Heimuller, Commissioner

By: _____
Earl Fisher, Commissioner

Approved as to form:

By: _____
Office of County Counsel

EXHIBIT "1"



Columbia County



Oregon

Columbia County Web Maps

Disclaimer: This map was produced using Columbia County GIS data. The GIS data is maintained by the County to support its governmental activities and is subject to change without notice. This map should not be used for survey or engineering purposes. Columbia County assumes no responsibility with regard to the selection, performance or use of information on this map.



EXHIBIT "2"

PURCHASE AND SALE AGREEMENT

Dated: _____, 2016

BETWEEN **COLUMBIA COUNTY**, a political subdivision
of the State of Oregon ("Seller")

AND **Richard A. Vance and Sandra Vance** ("Buyer")

RECITALS

WHEREAS, on October 10, 2000, the Circuit Court of the State of Oregon for the County of Columbia entered of record the General Judgment in *Columbia County v. Transition Support Services Inc., et al., Case No. 00-2420*; and

WHEREAS, on November 8, 2002, pursuant to that General Judgment, Seller acquired certain foreclosed real property, including a certain parcel of land situated near Rainier, Oregon; and

WHEREAS, said parcel of land is currently assigned Tax Map ID No. 7N2W16-DD-1500, is located northwest the intersection of East E and East 8th Streets in Rainier, and is legally described as:

All that portion of Block 1, DOBB1NS ADDITION to the town (now City) of Rainier, Columbia County, Oregon, described as follows: Beginning at the Southwesterly corner of Block 1, DOBBINS ADDITION to the town (now City) of Rainier; thence Easterly on the Southerly line of said Block 1, a distance of 150 feet, to the Southeasterly corner thereof; thence Northerly on the Easterly line of said Block 1, a distance of 75 feet; thence Westerly, parallel to the Southerly line of said Block 1, a distance of 150 feet, to a point in the Westerly line of said Block 1 thence Southerly on the Westerly line of said Block 1, a distance of 75 feet, to the place of beginning (hereinafter, the "Property"); and

WHEREAS, the County offered the Property for sale at auction on December 4, 2014, with a minimum bid of \$8,136.00, and no offers were received; and

WHEREAS, pursuant to ORS 275.200(2), the County may sell and convey the Property without further notice for not less than 15% of the minimum bid set for the Property at the 2014 Sheriff's sale; and

WHEREAS, the Columbia County Board of Commissioners has agreed to sell the Property to Buyer on the terms and conditions set forth herein.

AGREEMENT

In consideration of the terms and conditions hereinafter stated, Buyer agrees to buy, and Seller agrees to sell, the Property on the following terms.

1. Purchase Price. The total purchase price shall be \$4,000.00. Payment shall be made by cash, money order or cashier's check, which shall be delivered at the time and date specified herein to the: *Board Office Administrator, Columbia County, 230 Strand Street, St. Helens, OR 97051.*
2. Administrative Fee. Buyer agrees to pay an administration fee equal to \$145.00 to reimburse the County for its recording costs, as well as other general administrative costs.
3. Buyer's Conditions to Closing. Buyer's obligation to purchase the Property is conditioned on the Seller conveying the Property to Buyer not later than the Closing Date as defined in Section 7, below, unless otherwise specified or waived by Buyer. Said conveyance will be by a Quitclaim Deed substantially the same as Exhibit A (the Quitclaim Deed), including specific reservations provided for in Exhibit A, with said Quitclaim Deed incorporated by reference herein. These conditions are solely for Buyer's benefit and may be deemed satisfied or waived only by Buyer in his sole discretion.
4. Seller's Conditions to Closing. Seller's obligation to sell the Property is conditioned upon the following occurring not later than the Closing Date as defined in Section 7, below, unless otherwise specified or waived by Seller:
 - A. Buyer shall deliver to Seller by cash, money order, or cashier's check the amount of \$4,145.00, which amount equals the purchase price, plus an administrative fee provided for in Section 2 above.
 - C. Buyer shall deliver to Seller any other funds due to be paid under this Agreement no later than the Closing Date.
 - D. BUYER AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES, SUCCESSORS AND ASSIGNS FROM ALL CLAIMS, SUITS, ACTIONS, LIABILITY, DAMAGE, LOSS, COST OR EXPENSE, INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES, THAT THE COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES, SUCCESSORS AND ASSIGNS MAY SUSTAIN OR INCUR ON ACCOUNT OF: (1) ANY DAMAGE TO OR DESTRUCTION OF ANY PROPERTY THAT THE COUNTY MAY OWN OR IN WHICH IT MAY HAVE AN INTEREST; (2) ANY DAMAGE TO OR DESTRUCTION OF ANY PROPERTY BELONGING TO ANY OTHER PERSON, FIRM OR CORPORATION; (3) INJURY TO OR DEATH OF ANY PERSON OR PERSONS AS A RESULT OF ANY ERRORS OR OMISSIONS OR OTHER NEGLIGENT, RECKLESS OR INTENTIONALLY WRONGFUL ACTS OF BUYER, HIS HEIRS, SUCCESSORS, ASSIGNS AND/OR INVITED GUESTS ARISING IN ANY MANNER OUT OF BUYER'S USE OR POSSESSION OF THE PROPERTY, AND (4) ENVIRONMENTAL LIABILITY ARISING

FROM THE PROPERTY. THIS CONDITION SHALL SURVIVE CLOSING AND SHALL NOT BE MERGED WITH THE DEED.

These conditions are solely for Seller's benefit and may be deemed satisfied or waived only by Seller in its sole discretion. If Seller has not given written notice of satisfaction or waiver of these conditions by the Closing Date, this Agreement shall be terminated, except those provisions which by their terms survive.

5. Failure of Conditions at Closing. In the event that any of the conditions set forth in Sections 3 or 4, above are not timely satisfied or waived, for a reason other than the default of the Buyer or the Seller under this Agreement, this Agreement, the escrow, and the rights and obligations of the Buyer and the Seller shall terminate, in which case Buyer agrees to immediately remove all persons and personal property from the Property.

6. Default; Remedies. Nothing in this Agreement is intended to require Seller to Close the sale. Seller shall be entitled to decline to close at any time before the closing documents are signed.

7. Closing of Sale. The sale shall be closed as soon as possible but no later May 26, 2016, (the "Closing Date"), with the actual time and date of Closing to be set by Seller once Buyer has notified Seller that he is prepared to close. The sale shall be "closed" when the funds provided for in Section 4.a are delivered to Seller and the Quitclaim Deed is recorded by Seller. Seller will provide Buyer with a copy of the recorded Quitclaim Deed, with the original recorded document to be returned to Buyer in accordance with instructions included in the Quitclaim Deed.

8. Closing Costs; Prorates. Reserved.

9. Possession. Buyer shall be entitled to exclusive possession of the Property at the time the sale is "closed" in accordance with Section 7 above.

10. Condition of Property. Buyer shall acquire the Property "AS IS" with all faults and Buyer shall rely on the results of his own inspection and investigation in acquisition of the Property, and not upon any representation made by the Seller.

11. General Provisions.

A. Notices. Unless otherwise specified, any notice required or permitted in, or related to, this Agreement must be in writing and signed by the party to be bound. Any notice or payment will be deemed given when personally delivered or delivered by facsimile transmission with electronic confirmation of delivery, or will be deemed given on the day following delivery of the notice by reputable overnight courier or though mailing in the U.S. mail, postage prepaid, by the applicable party to the address of the other party shown in this Agreement, unless that day is a Saturday, Sunday, or legal holiday, in which event it will be deemed delivered on the next following business day. If the deadline under this Agreement for delivery of a notice or payment is a Saturday, Sunday, or legal holiday, such last day will be deemed extended to the next following business day.

The notice addresses are as follows:

FOR SELLER:
Board of County Commissioners
c/o Office Administrator
230 Strand, Room 318
St. Helens, OR 97051

FOR BUYER:
Richard A. Vance
P.O. Box 777
Rainier, OR 97048

B. Assignment. Neither party may assign this Agreement.

C. Attorneys' Fees. In the event a suit, action, arbitration, other proceeding of any nature whatsoever to enforce or interpret this Agreement, each Party shall be responsible for its own costs and expenses, including attorney's fees. This paragraph shall survive closing and shall not merge with the deed.

D. Statutory Disclaimers.

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO

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

IF THE PROPERTY IS SUBJECT TO ORS 358.505, THE PROPERTY DESCRIBED IN THIS INSTRUMENT IS SUBJECT TO SPECIAL ASSESSMENT UNDER ORS 358.505.

E. Miscellaneous. Time is of the essence of this Agreement. The facsimile transmission of any signed document including this Agreement shall be the same as delivery of an original. At the request of either party, the party delivering a document by facsimile will confirm facsimile transmission by signing and delivering a duplicate original document. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which together shall constitute one and the same Agreement. This Agreement contains the entire agreement and understanding of the parties with respect thereto. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successor and assigns. Each party represents, covenants and warrants that the person signing this Agreement on their behalf has full right and authority to bind the party for whom such person signs to the terms and provisions of this Agreement. Each party covenants, represents and warrants that it has taken all steps necessary to bind themselves to this Agreement.

F. Exhibits. The following Exhibits are attached to this Agreement and incorporated within this Agreement: Exhibit A – Quitclaim Deed.

G. Buyer's Representations and Warranties. Buyer's representations and warranties shall survive closing and shall not merge with the deed.

i. The Buyer has the legal power, right, and authority to enter into this Agreement and the instruments referred to herein and to consummate the transactions contemplated herein.

L. INTEGRATION, MODIFICATION, OR AMENDMENTS. THIS AGREEMENT, INCLUDING ITS EXHIBITS, CONTAINS THE ENTIRE AGREEMENT OF THE PARTIES WITH RESPECT TO THE PROPERTY AND SUPERSEDES ALL PRIOR WRITTEN AND ORAL NEGOTIATIONS AND AGREEMENTS WITH RESPECT TO THE PROPERTY. THE PARTIES TO THE AGREEMENT MUST APPROVE ANY MODIFICATIONS, CHANGES, ADDITIONS, OR DELETIONS TO THE AGREEMENT IN WRITING.

FOR BUYER:

RICHARD A. VANCE

[Signature]

Dated this ____ day of May, 2016.

FOR COUNTY:

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____
Anthony Hyde, Chair

By: _____
Henry Heimuller, Commissioner

By: _____
Earl Fisher, Commissioner

Dated this _____ day of May, 2016

Approved as to form:

By: _____
Office of County Counsel

GRANTOR'S NAME AND ADDRESS:

Board of County Commissioners
for Columbia County, Oregon
c/o Board Office Administrator

230 Strand, Room 331
St. Helens, OR 97051

AFTER RECORDING, RETURN TO GRANTEE:

Richard A. Vance
Saundra Vance
P.O. Box 777
Rainier, OR 97048

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

EXHIBIT "A"

QUITCLAIM DEED

The **COUNTY OF COLUMBIA**, a political subdivision of the State of Oregon, hereinafter called Grantor, for the consideration hereinafter stated, does hereby release and quitclaim unto **RICHARD A. VANCE and SAUNDRA VANCE as tenants by the entirety**, hereinafter called Grantee, all right, title and interest in and to the following described parcel of real property situated in the County of Columbia, State of Oregon, Tax Map ID No. 7N2W16DD1500 and Tax Account No. 29308, and more particularly described in Exhibit A, attached.

The true and actual consideration for this conveyance is \$4,145.00.

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

- 1) This property is conveyed AS-IS without covenants or warranties, subject to any municipal liens, easements and encumbrances of record.
- 2) All rights to any County, public, forest or Civilian Conservation Corps roads are hereby reserved for the benefit of Columbia County, Oregon.
- 3) All rights to any minerals, mineral rights, ore, metals, metallic clay, aggregate, oil, gas or hydrocarbon substances in, on or under said property, if any, including underground storage rights, surface mining rights, and also including the use of such water from springs, creeks, lakes or wells to be drilled or dug upon the premises as may be necessary or convenient for such exploration or mining operations, as well as the conducting of operations related to underground storage and production of gaseous substances on the property, are specifically excepted, reserved and retained for the benefit of Columbia County, Oregon, together with the right of ingress and egress thereto for the purpose of exercising the rights hereby excepted, reserved and retained.

EXHIBIT A

Tax Account No. 29308
Tax Map ID No. 7N2W16DD1500

All that portion of Block 1, DOBBINS ADDITION to the town (now City) of Rainier, Columbia County, Oregon, described as follows: Beginning at the Southwesterly corner of Block 1, DOBBINS ADDITION to the town (now City) of Rainier; thence Easterly on the Southerly line of said Block 1, a distance of 150 feet, to the Southeasterly corner thereof; thence Northerly on the Easterly line of said Block 1, a distance of 75 feet; thence Westerly, parallel to the Southerly line of said Block 1, a distance of 150 feet, to a point in the Westerly line of said Block 1 thence Southerly on the Westerly line of said Block 1, a distance of 75 feet, to the place of beginning

2. The Columbia County ASA Plan is amended to provide that those areas of Clatsop County within the boundaries of the Clatskanie Rural Fire Protection District and the Mist-Birkenfeld Rural Fire Protection District within Clatsop County will be governed by the Columbia County ASA Plan pursuant to the Memorandum of Understanding between the Counties and the fire districts.

DATED this ____ day of May, 2016.

BOARD OF COMMISSIONERS FOR
COLUMBIA COUNTY, OREGON

By: _____
Anthony Hyde, Chair

By: _____
Henry Heimuller, Commissioner

Approved as to form

By: _____
Office of County Counsel

By: _____
Earl Fisher, Commissioner

EXHIBIT A

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made this ____ day of _____, 2016 between **Columbia County**, a political subdivision of the State of Oregon, **Clatsop County** a political subdivision of the State of Oregon, **Clatskanie Rural Fire Protection District**, an Oregon special district, and **Mist-Birkenfeld Rural Fire Protection District**, an Oregon special district.

RECITALS

Each county in Oregon is required to have an Ambulance Service Area (ASA) Plan pursuant to ORS 682.062. Two areas of Clatsop County are served by Columbia County fire and ambulance providers.

The River Ranch area of Northeast Clatsop County is only accessible by road from Columbia County. It is a developed area within the boundaries of the Clatskanie Rural Fire Protection District. The response times for service and standards for service differ significantly for adjoining neighbors, depending on which side of the county line their home is located.

The Mist-Birkenfeld area in Eastern Clatsop County is within the boundaries of the Mist-Birkenfeld Rural Fire Protection District. This contains the development of Fishhawk Lake. The response time for ambulance service is 60 minutes for those in Clatsop County, while for some nearby neighbors in Columbia County it is 12 minutes. The fire department building is located near the county line in Columbia County.

The governing bodies of these volunteer fire districts currently must follow a different set of standards for each county and participate in ambulance service management committees in both counties. It would be more efficient for the fire districts to only have one set of standards and attend meetings in only one county.

The citizens in both these areas would be more efficiently and effectively served, and the fire districts providing service would have significantly less administrative cost, if the ASA standards for Columbia County controlled these areas.

Therefore, the Parties agree as follows:

Those areas of Clatsop County that are within the boundaries of the Clatskanie Rural Fire Protection District, and those areas that are within the boundaries of the Mist-Birkenfeld Rural Fire Protection District, will be included in the Columbia County Ambulance Service Area Plan and will be excluded from the Clatsop County Ambulance Service Area Plan for so long as this Agreement is in effect.

This agreement will remain in effect until terminated, and may be terminated on 180 days' written notice from one party to the others.

This Agreement may be executed in counterparts, each of which will be considered an original and all of which together will constitute one and the same agreement.

**COLUMBIA COUNTY
BOARD OF COUNTY COMMISSIONERS**

**CLATSOP COUNTY
BOARD OF COUNTY COMMISSIONERS**

By: **Anthony Hyde, Chair**

By: **Scott Lee, Chair**

**CLATSKANIE RURAL FIRE
PROTECTION DISTRICT**

**MIST-BIRKENFELD RURAL FIRE
PROTECTION DISTRICT**

By:
Title:

By:
Title:

**OREGON OFFICE OF EMERGENCY MANAGEMENT
GRANT COVER SHEET: FY16 EMPG**

Agency: Columbia County
Address: 230 Strand Street

Federal Funds Requested:	<u>\$ 124,467.00</u>	(50%)
Matching Funds:	<u>\$ 124,468.00</u>	(50%)
Total Project Funds:	<u>\$ 248,933.00</u>	(100%)

Agency Points of Contact:

Program Steve Pegram Title: EM Director
Address: 230 Strand Street St. Helens, OR 97051
Phone: 503-366-3934 Email: steve.pegram@co.columbia.or.us

Fiscal Jennifer Cuellar Title: Finance Director
Address: 230 Strand Street St. Helens, OR 97051
Phone: 503-397-7252 Email: jennifer.cuellar@co.columbia.or.us

Agency Federal Tax Identification Number: 93-6002288

Agency Data Universal Numbering System (DUNS) Number:

094-299-625

*To obtain a DUNS number for your agency, please go to the D&B website:
<http://fedgov.dnb.com/webform>, or call the DUNS Number request line at 1-866-705-5711.*

Completed required registration/annual update in Systems Award Management (SAM)

Date 4/12/2016 _____ (Must Initial)

Your DUNS number is a required field to start your SAM registration.

CAGE Number: 57Y05 (found within your completed SAM)

To register in SAM, please go to the SAM website: www.sam.gov/portal/public/SAM/.

My jurisdiction has a property/equipment tracking and monitoring system in place that complies with the requirements set forth in 44CFR Section 13.

Must Initial One: Yes: _____ No: _____

An EHP Screening Memo is included for any equipment items included in our budget.

Yes: _____ N/A: _____

Authorized Official for the Agency: _____

Signature of Authorized Official: _____

Date Signed: _____

2016 Emergency Management Performance Grant (EMPG) - Detailed Budget
12 Month Budget (July 1, 2016 - June 30, 2017)

Columbia County

For Jurisdiction:

Personnel (include both position and name for each individual to be reimbursed with EMPG funds)										
Position Title	Employee Name	Annual Salary	Annual Benefits	Total Cost	EMPG Grant FTE	EMPG Match FTE	Other FTE	Total FTE	Total EMPG Cost (Grant + Match)	
Emergency Management Director	Pegram, Steve	69,416	28,321	97,737	48,869	48,869		97,737	97,737	
Emergency Management Coordinator	Aarts, Vincent	56,166	38,235	94,401	47,201	47,201		94,401	94,401	
				0				0.00	0	
				0				0.00	0	
				0				0.00	0	
				0				0.00	0	
Total Personnel		125,582.00	66,556.00	192,138.00	96,069.00	96,069.00	0.00	192,138.00	192,138.00	
Services & Supplies							EMPG Grant	EMPG Match	Total Cost	
General Office Supplies							1,975	1,975	3,950	
Other Supplies (specify)-pub ed,rental,flyers,educational materials							250	250	500	
Rent									0	
Phone							4,450	4,450	8,900	
Other Utilities (specify)							1,190	1,190	2,380	
Contractual /Professional Services (specify)-Annual insurance							4,555	4,555	9,110	
Maintenance Costs (must be with the grant period or pro-rated)-sirens,radios							1,625	1,625	3,250	
Travel/Vehicle Expenses/Mileage							1,338	1,337	2,675	
Training/Workshops/Conferences							1,700	1,700	3,400	
County Cost Allocations (Administrative Services Allocation) / Indirect Cost Allocation Plan									0	
- Copies of County Cost Allocation Plan and/or Indirect Cost Plan must be included									0	
Other (specify)-unknown misc.									0	
Total Services & Supplies							17,083	17,082	34,165	
							EMPG Grant Funds	EMPG Match Funds	Total Cost	
Equipment										
Limited to approved EMPG AEL - List each item separately										
									0	
									0	
									0	
Total Equipment							0	0	0	

Total Budget 226,303
 Indirect (10% De Minimis) 22,630
Total Budget 248,933

Each position/person listed above MUST complete the minimum 20 hours of training, NIMS and PDS courses AND participate in 3 exercises per grant guidance

Name of Emergency Management Director, if not EMPG funded and listed above:

MULTI-YEAR TRAINING AND EXERCISE PLAN (TEP)

Jurisdiction:

Columbia County

Directions: Once you have identified the required quarterly exercises for FY16 and FY17, list any training identified which your jurisdiction may need to successfully prepare for and complete your exercises. Identify at least one Core Capability to be tested per exercise.

State Fiscal Year 2016				
SCHEDULE	HAZARD, TYPE & DATE	Leave Blank	Leave Blank	PRIMARY CORE CAPABILITY TO BE TESTED (SELECT ONE)
7/1-9/30/16	TT Winter storm			Mitigation: Threat & Hazard ID
10/1-12/31/16	TT Landslide			Response: Mass Care Services
1/1-3/31/17	DR Flood			Response: Situational Assessment
4/1-6/30/17	FSE Haz Mat			Response: Operational Communications

State Fiscal Year 2017				
SCHEDULE	HAZARD, TYPE & DATE	Leave Blank	Leave Blank	PRIMARY CORE CAPABILITY TO BE TESTED (SELECT ONE)
7/1-9/30/17	DR Landslide			Response: Fatality Mgmt Services
10/1-12/31/17	TT Earthquake			Recovery: Economic Recovery
1/1-3/31/18	FSE Flood			Response: Operational Communications
4/1-6/30/18	TT Bridge Collapse			Response: Critical Transportation

**State of Oregon
 FY2016 EMPG Sub-recipient Work Plan
 Columbia County**

Quarter:

x	Annual Submission
	First Quarter (Due 10/15/16)
	Second Quarter (due 1/15/17)
	Third Quarter (Due 4/15/17)
	Fourth Quarter (Due 7/15/17)

This Portion only Applicable to:

County/City Review Completed:

Lane County

City of Eugene

Marion County

Polk County

City of Salem

Multnomah County

City of Gresham

City of Portland

Washinton County

City of Beaverton

City of Hillsboro

Quarter:

	Annual Submission
	First Quarter (Due 10/15/16)
	Second Quarter (due 1/15/17)
	Third Quarter (Due 4/15/17)
	Fourth Quarter (Due 7/15/17)

4.6.01 EOP current and promulgated every 2 years

Jurisdiction	1st QTR		2nd QTR		3rd QTR		4th QTR		TOTALS		New Date of EOP Letter	Old Date of EOP Letter
	Sched	Comp	Sched	Comp	Sched	Comp	Sched	Comp	Sched	Comp		
Columbia County	1								1	0		

[At a Glance]

Quarter 1	Projected Activities	Assigned To	Completed Activities
7/1/16 9/30/16	EOP updated and promulgated	V. Aarts	
Quarter 2	Projected Activities	Assigned To	Completed Activities
10/1/2016 12/31/16			
Quarter 3	Projected Activities	Assigned To	Completed Activities
1/1/2017 3/31/2017			
Quarter 4	Projected Activities	Assigned To	Completed Activities
4/1/2017 6/30/2017			

4.6.03 NHMP current and FEMA approved

Jurisdiction	1st QTR		2nd QTR		3rd QTR		4th QTR		TOTALS	
	Sched	Comp	Sched	Comp	Sched	Comp	Sched	Comp	Sched	Comp
Columbia County									0	0

[At a Glance]

Quarter 1	Projected Activities	Assigned To	Completed
7/1/16 9/30/16	Multi Jurisdiction Hazard Mitigation Plan updated,	V. Aarts	
Quarter 2	Projected Activities	Assigned To	Completed
10/1/2016 12/31/16			Completed 11/5/2014
Quarter 3	Projected Activities	Assigned To	Completed
1/1/2017 3/31/2017			
Quarter 4	Projected Activities	Assigned To	Completed
4/1/2017 6/30/2017			

4.6.04 Convene Natural Hazards Committee twice a year

Jurisdiction	1st QTR			2nd QTR			3rd QTR			4th QTR			TOTALS		
	Sched	Comp		Sched	Comp		Sched	Comp		Sched	Comp		Sched	Comp	
Columbia County				1						1			2	0	

[At a Glance]

Quarter 1	Projected Activities	Assigned To	Completed Activities
7/1/16 9/30/16			
Quarter 2	Projected Activities	Assigned To	Completed Activities
10/1/2016 12/31/16	Convene Natural Hazards committee	S. Pegram	
Quarter 3	Projected Activities	Assigned To	Completed Activities
1/1/2017 3/31/2017			
Quarter 4	Projected Activities	Assigned To	Completed Activities
4/1/2017 6/30/2017	Convene Natural Hazards committee	S. Pegram	

4.6.05 Capability Assessment Tool

		1st QTR		2nd QTR		3rd QTR		4th QTR		TOTALS	
Jurisdiction	Sched	Comp	Sched	Comp	Sched	Comp	Sched	Comp	Sched	Comp	Date Completed
Columbia County											
			1							1	0

[At a Glance]

Quarter 1	Projected Activities	Assigned To	Completed Activities
7/1/16 9/30/16			
Quarter 2	Projected Activities	Assigned To	Completed Activities
10/1/2016 12/31/16	Complete State Capability Assessment Tool	S. Pegram	
Quarter 3	Projected Activities	Assigned To	Completed Activities
1/1/2017 3/31/2017			
Quarter 4	Projected Activities	Assigned To	Completed Activities
4/1/2017 6/30/2017			

4.6.9 Continuity/COG Administrative Planning (COOP/COG)

Jurisdiction	1st QTR		2nd QTR		3rd QTR		4th QTR		TOTALS		Date Submitted to OEM
	Sched	Comp	Sched	Comp	Sched	Comp	Sched	Comp	Sched	Comp	
Columbia County	1									1	0

[At a Glance]

Quarter 1	Projected Activities	Assigned To	Completed Activities
7/1/16 9/30/16	Meet with Jurisdictions to kick off multi-jurisdictional COOP effort	S. Pegram	
Quarter 2	Projected Activities	Assigned To	Completed Activities
10/1/2016 12/31/16			
Quarter 3	Projected Activities	Assigned To	Completed Activities
1/1/2017 3/31/2017			
Quarter 4	Projected Activities	Assigned To	Completed Activities
4/1/2017 6/30/2017			

4.13.02 Complete NIMS Training

QTR	EMPG Jurisdiction	Date Completed	Employee Name (Last, First)	Course Code and Title
	Columbia County			

Note: Note: If staff has already completed the required NIMS training, list the informati

Date Completed	Employee Name (Last, First)
5/1/2005	S. Pegram
5/28/2013	V. Aarts

4.13.03 Complete PDSTraining

QTR	EMPG Jurisdiction	Date Completed	Employee Name (Last, First)
	Columbia County		

Note: Note: If staff has already completed the required PDS train

Date Completed	Employee Name (Last, First)
12/22/2005	S. Pegram
6/1/2013	V. Aarts

Columbia County



Board of Commissioners

230 Strand Street, Rm 331, St. Helens, Oregon 97051-2096
*Ph: 503-397-4322 *Fax 503-397-7243

Commissioner Anthony Hyde
Commissioner Henry Heimuller
Commissioner Earl Fisher
Jan Greenhalgh, Board Office Administrator

tony.hyde@co.columbia.or.us
henry.heimuller@co.columbia.or.us
earl.fisher@co.columbia.or.us
jan.greenhalgh@co.columbia.or.us

May 18, 2016

Transportation & Growth Management Program
ODOT Mill Creek Building
555 13th Street NE, Suite 2
Salmon, OR 97301

Dear Cindy Lesmeister:

The Columbia County Board of Commissioners would like to formally express our support for the City of St. Helens' application to the 2016 TGM Program. As the county seat, Columbia County has a long history of partnership with the City of St. Helens.

It is our understanding the TGM funds will fund the creation of a Riverfront Connector Refinement Plan for the transportation corridor from US 30 to the St. Helens Waterfront Redevelopment Project. The St. Helens Waterfront Redevelopment Project has the potential to transform the overall economic condition of the City and County. Redeveloping the waterfront provides ample opportunity for job growth and revenue generation. These goals align with the County's mission to support the growth of our regional economy.

A detailed plan which recommends solutions for the intersection and multi-modal deficiencies from US 30 to the riverfront is vital to the success of the Waterfront Redevelopment Project. The County recognizes the impact the TGM program could have for the City and would like to encourage ODOT and DLCD to also see the local and regional significance of this project.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

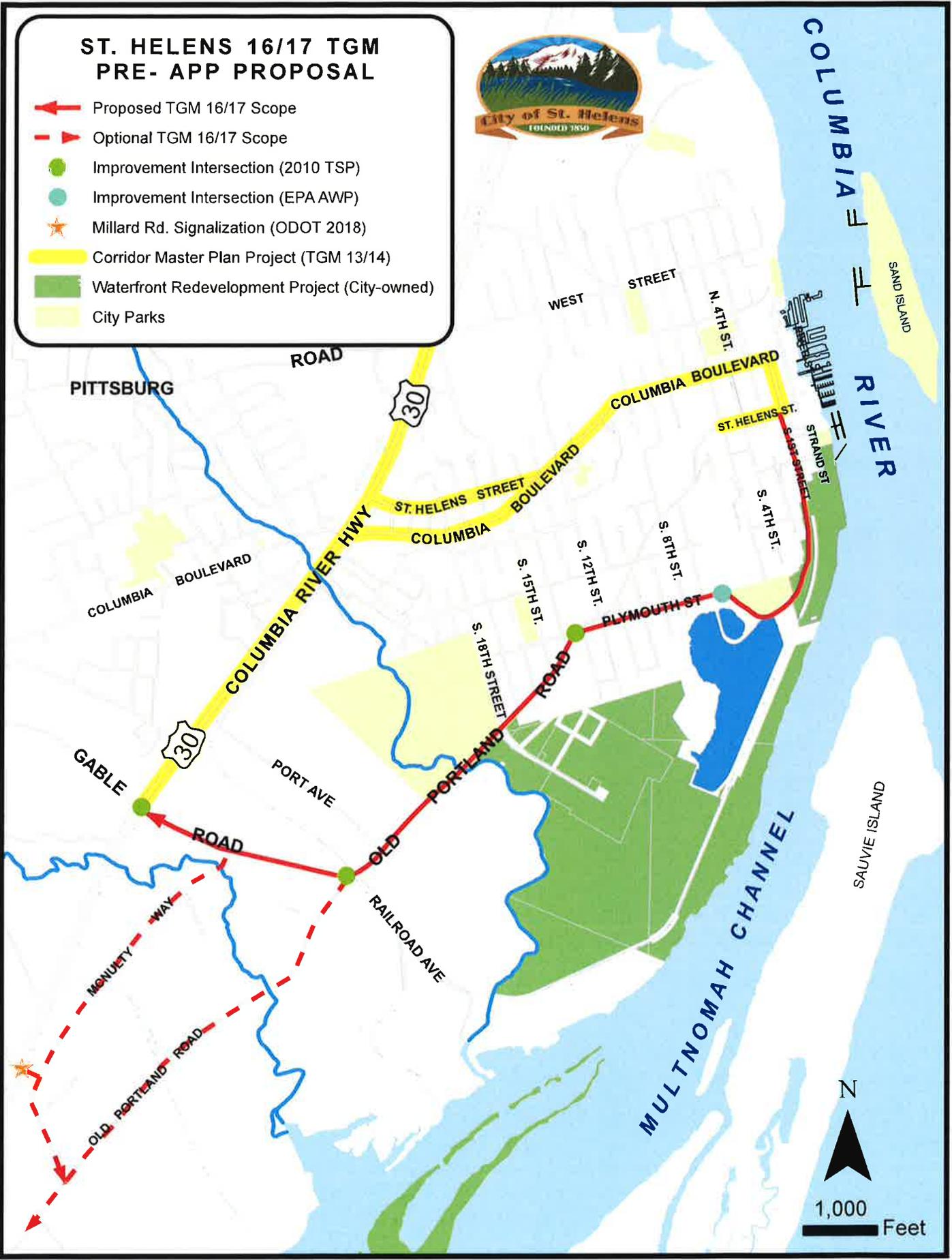
By: _____
Anthony Hyde, Chair

By: _____
Henry Heimuller, Commissioner

By: _____
Earl Fisher, Commissioner

ST. HELENS 16/17 TGM PRE- APP PROPOSAL

-  Proposed TGM 16/17 Scope
-  Optional TGM 16/17 Scope
-  Improvement Intersection (2010 TSP)
-  Improvement Intersection (EPA AWP)
-  Millard Rd. Signalization (ODOT 2018)
-  Corridor Master Plan Project (TGM 13/14)
-  Waterfront Redevelopment Project (City-owned)
-  City Parks



GRANTOR'S NAME AND ADDRESS:

Board of County Commissioners
for Columbia County, Oregon
c/o Board Office Administrator
230 Strand, Room 331
St. Helens, OR 97051

AFTER RECORDING, RETURN TO GRANTEE:

Richard A. Vance and
Saundra Vance
P.O. Box 777
Rainier, OR 97048

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

QUITCLAIM DEED

The **COUNTY OF COLUMBIA**, a political subdivision of the State of Oregon, hereinafter called Grantor, for the consideration hereinafter stated, does hereby release and quitclaim unto **RICHARD A. VANCE and SAUNDRA VANCE, as tenants by the entirety**, hereinafter called Grantee, all right, title and interest in and to the following described parcel of real property situated in the County of Columbia, State of Oregon, Tax Map ID No. 7N2W16DD1500 and Tax Account No. 29308, and more particularly described in Exhibit A, attached.

The true and actual consideration for this conveyance is \$4,145.00.

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

- 1) This property is conveyed AS-IS without covenants or warranties, subject to any municipal liens, easements and encumbrances of record.
- 2) All rights to any County, public, forest or Civilian Conservation Corps roads are hereby reserved for the benefit of Columbia County, Oregon.
- 3) All rights to any minerals, mineral rights, ore, metals, metallic clay, aggregate, oil, gas or hydrocarbon substances in, on or under said property, if any, including underground storage rights, surface mining rights, and also including the use of such water from springs, creeks, lakes or wells to be drilled or dug upon the premises as may be necessary or convenient for such exploration or mining operations, as well as the conducting of operations related to underground storage and production of gaseous substances on the property, are specifically excepted, reserved and retained for the benefit of Columbia County, Oregon, together with the right of ingress and egress thereto for the purpose of exercising the rights hereby excepted, reserved and retained.

This conveyance is made pursuant to Board of County Commissioners Order No. 15- 2016 adopted on the ____ day of _____, 2016, and filed in Commissioners Journal at Book ____, Page ____.

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

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

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

Approved as to form

By: _____

Anthony Hyde, Chair

By: _____

Office of County Counsel

STATE OF OREGON)

) ss.

ACKNOWLEDGMENT

County of Columbia)

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

Notary Public for Oregon

EXHIBIT A

Tax Account No. 29308
Tax Map ID No. 7N2W16DD1500

All that portion of Block 1, DOBBINS ADDITION to the town (now City) of Rainier, Columbia County, Oregon, described as follows: Beginning at the Southwesterly corner of Block 1, DOBBINS ADDITION to the town (now City) of Rainier; thence Easterly on the Southerly line of said Block 1, a distance of 150 feet, to the Southeasterly corner thereof; thence Northerly on the Easterly line of said Block 1, a distance of 75 feet; thence Westerly, parallel to the Southerly line of said Block 1, a distance of 150 feet, to a point in the Westerly line of said Block 1 thence Southerly on the Westerly line of said Block 1, a distance of 75 feet, to the place of beginning

MAINTENANCE CONTRACT QUOTATION

Party Number : 13717
Customer Name : Columbia County
Contract Number : 015746

Date: May 2, 2016

Quote To:

Millie Wagner
Columbia County
 Sheriff's Office,
 SAINT HELENS, OR- 97051
 503 - 366-4611
 Millie.Wagner@co.columbia.or.us

Billing Address:

Customer: Columbia County
Address 1: 901 PORT AVENUE,
City, State, ZIP : SAINT HELENS, OR - 97051

Proposed Contract Information

Line Number	Item No.	Description	Start Date	End Date	Tax	Amount
1	930160-12	CMT ADVANTAGE MAINT, SUBSEQUENT 1 YR, HW, 500P, DEVICE ONLY, DOMESTIC. In Accordance with Attached Maintenance Plan	Sep 1, 2016	Aug 31, 2017	0.00	1,438.80

Type of Equipment

Line Number	Description
1	BUNDLED ASSEMBLY, 500P WITH LSMS ON DESKTOP - TAA

Proposed Contract Information

Line Number	Item No.	Description	Start Date	End Date	Tax	Amount
2	930164-12	CMT ADVANTAGE MAINT, SUBSEQUENT 1 YR, HW, GUARDIAN V, USB, FW, NG, DEVICE ONLY, DOMESTIC. In Accordance with Attached Maintenance Plan	Sep 1, 2016	Aug 31, 2017	0.00	460.80

Type of Equipment

Line Number	Description
1	BUNDLED ASSEMBLY, LSCAN GUARDIAN USB W/LSMS ON LAPTOP - TAA

Proposed Contract Information

Line Number	Item No.	Description	Start Date	End Date	Tax	Amount
3	950083-12	CMT ADVANTAGE MAINT, SUBSEQUENT 1 YR, STANDARD CMT SW, LSMS. In Accordance with Attached Maintenance Plan	Sep 1, 2016	Aug 31, 2017	0.00	600.00

Type of Equipment

Line Number	Description
1	BUNDLED ASSEMBLY, LSCAN GUARDIAN USB W/LSMS ON LAPTOP - TAA
2	BUNDLED ASSEMBLY, 500P WITH LSMS ON DESKTOP - TAA

Proposed Contract Information

Line Number	Item No.	Description	Start Date	End Date	Tax	Amount
4	950084-12	CMT ADVANTAGE MAINT, SUBSEQUENT 1 YR, STANDARD CMT SW, LSMS SUBMISSION SOFTWARE. In Accordance with Attached Maintenance Plan	Sep 1, 2016	Aug 31, 2017	0.00	200.00

Type of Equipment

Line Number	Description
1	BUNDLED ASSEMBLY, LSCAN GUARDIAN USB W/LSMS ON LAPTOP - TAA
2	BUNDLED ASSEMBLY, 500P WITH LSMS ON DESKTOP - TAA

Proposed Contract Information

Line Number	Item No.	Description	Start Date	End Date	Tax	Amount
5	930158-12	CMT ADVANTAGE MAINT.SUBSEQUENT 1 YR HW, ALL SYSTEM PERIPHERALS INTEGRATED AND PROVIDED BY CMT, DOMESTIC. In Accordance with Attached Maintenance Plan	Sep 1, 2016	Aug 31, 2017	0.00	300.00

Type of Equipment

Line Number	Description
1	BUNDLED ASSEMBLY, 500P WITH LSMS ON DESKTOP - TAA

Contract Amount	
	\$2,999.60

If tax exempt, please supply copy of current tax exempt certificate. Cross Match will automatically charge tax on your invoice unless you supply copy of current tax exempt certificate with your order.

To renew your maintenance contract, fax signed copy of Quote or Purchase Order which references the Quote Number in the Body of the Purchase Order by date of expiration to Fax Number (561) 828-7717.

If not renewing, check this box and return by fax.

Contract Renewal Offered by:

Gwenn Huson
Maintenance Contracts Administrator
Phone: 650-474-4010
Email: Gwenn.Huson@CrossMatch.com
Date : May 2, 2016

Contract Accepted by: _____
Print Name: _____
Date: _____

Customer Name : Columbia County

Scanner Serial Number(s) Confirmation:

Customer Notes /Comments (Please use the space below to update address and contact information.)



CMT ADVANTAGE

EQUIPMENT MAINTENANCE PLAN

Equipment Eligibility: The contract period for the Maintenance Plan commences after the Limited Warranty or First Year Maintenance Plan ends. Equipment is eligible for a Maintenance Plan provided that the warranty has not expired. Any such Equipment deemed ineligible by reason of not being covered by a current warranty is subject to a technical audit conducted by Crossmatch prior to the Equipment being eligible for a Maintenance Plan. This audit may be conducted on-site or through a remote data connection to the Equipment. If the result of the audit indicates the Equipment is ineligible for Maintenance, Crossmatch will indicate what changes to the Equipment are required to make the Equipment eligible. The audit and any required changes to the Equipment are a billable service at the hourly and material rates in effect at the time the service is ordered. This Maintenance Plan shall not apply to any software, purchaser-furnished equipment or software, third party software or End User-furnished equipment.

Fees and Charges: The prices for the Maintenance Plan can be found in the Crossmatch Price List in effect at the time the plan is purchased. Services requested by Purchaser and delivered by Crossmatch that are outside the scope of the Maintenance Plan are billable to Purchaser at Crossmatch's hourly and material prices in effect at the time of service.

Technical Support: This Maintenance Plan provides Purchaser with post-warranty remedies for Equipment defects. To obtain service under this Maintenance Plan, Purchaser must contact the Crossmatch Customer Care Center. Purchasers may report any defects in the Equipment by contacting Crossmatch's Customer Care Center twenty-four (24) hours a day, seven days per week, excluding national holidays. Once the defect is verified by Customer Care Center, Crossmatch will ship replacement equipment no later than the next business day to locations in the United States. Crossmatch will also facilitate the return of the defective equipment. With certain equipment, the Purchaser may be required to transmit to Crossmatch certain electronic files so that the replacement unit can be preconfigured prior to shipment. The Purchaser must pack the defective unit and make it available to Crossmatch's common carrier agent at the time of scheduled pickup. Not doing so may result in extra charges to the Purchaser. Purchaser is responsible for removing all Purchaser data and/or personally identifiable information from any equipment prior to shipping the defective unit to Crossmatch. All data and/or personally identifiable information on any Crossmatch Equipment or parts thereof, in either case, replaced or repaired by Crossmatch will be erased by Crossmatch in a manner so as to be unrecoverable.

THE FOREGOING CONSTITUTES YOUR SOLE AND EXCLUSIVE REMEDY AND CROSSMATCH'S SOLE AND EXCLUSIVE LIABILITY IN CONNECTION WITH YOUR CROSSMATCH EQUIPMENT, AND IS IN LIEU OF ANY AND ALL OTHER REMEDIES WHICH MAY BE AVAILABLE TO YOU.

Exclusions: Crossmatch shall incur no liability under this Maintenance Plan and is voidable by Crossmatch if in Crossmatch's sole reasonable opinion: (a) the Equipment is used other than under normal use and under proper environmental and/or electrical conditions, as specified in the Equipment manual; (b) the Equipment is not maintained as specified in the manual; (c) the Equipment is subject to abuse, misuse, neglect, accident, flooding, storm, lightning, power surges, dirty power, third-party errors or omissions, or acts of God; (d) the Equipment is modified or altered (unless expressly authorized in writing by Crossmatch); (e) the Equipment is installed or used in combination or in assembly with Equipment not supplied or authorized by Crossmatch; (f) there is a failure to follow specific restrictions or operating instructions; or (g) payment for the Equipment has not been timely made.

The Maintenance Plan does not cover nondurable consumable items including, but not limited to, batteries, paper, silicone membranes, cleaning solution, towels, printer cartridges and cables. Replacement supplies of these items may be ordered by contacting Crossmatch Sales at 866-725-3926. For an additional charge (Part #930158) Maintenance Plan covers third party peripheral equipment (such as laptops and printers) that were purchased from Crossmatch in conjunction with the purchase of the Crossmatch Equipment.

Crossmatch's obligations hereunder are contingent upon your providing the Equipment serial number as proof-of-purchase, and upon Crossmatch's determination that the suspected malfunction is actually due to defects in material or workmanship.

THIS MAINTENANCE PLAN IS NOT TRANSFERABLE OR ASSIGNABLE TO ANY THIRD PARTY AND SHALL BE FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ORIGINAL PURCHASER OF THE EQUIPMENT COVERED HEREUNDER; ANY ATTEMPTED TRANSFER OR ASSIGNMENT HEREOF SHALL BE VOID AB INITIO.

Crossmatch reserves the right to improve/modify Equipment at any time, at its sole discretion, as it deems necessary. The purchase of this Maintenance Plan is a final sale; it is neither returnable nor refundable.



CROSSMATCH ADVANTAGE SOFTWARE MAINTENANCE PLAN

1. **SCOPE OF COVERAGE.** The following sets forth the terms and conditions under which Cross Match Technologies, Inc., and its affiliates, including but not limited to DigitalPersona, Inc. (collectively, "**Crossmatch**"), will provide maintenance services ("**Maintenance Plan**"). Each Maintenance Plan is for a period of twelve (12) months.

2. **MAINTENANCE SERVICES.** Subject to the terms of this Maintenance Plan and Purchaser's payment of all Maintenance fees Crossmatch will provide the following:

2.1. **Maintenance.** Crossmatch will use commercially reasonable efforts to acknowledge and address reported and reproducible material defects in the Software which prevent the Software from performing substantially in accordance with the Documentation (each a "**defect or issue**"). Crossmatch will receive Purchaser's reported defects or issues 24 hours a day, 7 days a week and acknowledge any such reported defect or issue within two (2) hours and use best efforts to address and remedy such defect or issue. At no additional cost to Purchaser, Crossmatch will deliver to Purchaser, as made commercially available by Crossmatch, bug fixes, maintenance updates and Major Releases for the Software ("**Updates**"), which will thereafter be considered "Software". As used herein, a "Major Release" is any version of the Software that in Crossmatch's sole determination provides substantial new features, additional functionality, or makes use of different architecture. At its expense and as deemed appropriate by Crossmatch in its sole discretion, Crossmatch will furnish Purchaser with revised Documentation (including release notes identifying each change) with each Update.

2.2 **Resolution.** Except as otherwise expressly set forth herein, Crossmatch will use commercially reasonable efforts to resolve each reported defect or issue with the Software by providing either: (i) a reasonable work around, which may consist of specific administrative steps or alternative programming calls; (ii) an object code patch to the Software; or (iii) a specific action plan regarding how Crossmatch intends to address the reported defect or issue and an estimate on how long it may take to remedy or work around the error or issue. Purchaser acknowledges that in order to perform Maintenance, Crossmatch may require access to and a copy of code in Purchaser's possession (or that of Purchaser's system integrator or consultants) relating to the Software or which may impact the performance of the Software. Purchaser agrees to provide access, assistance and information to Crossmatch as required to resolve defects or issues with the Software.

2.3 **Other Defects and Issues.** If Purchaser reports a defect or issue with the Software that is scheduled by Crossmatch to be addressed in a later Update, Crossmatch may address such defect or issue in such Update. Purchaser agrees to pay Crossmatch at Crossmatch's standard rates for all effort expended towards resolution of any defect or issue which is later determined to result from any cause other than an error or issue in the Software.

3. SUPPORT LINES.

3.1 **First Line Support.** Purchaser shall establish and maintain the organization and processes to provide first line support directly to any of Purchaser's customers and/or end users. Crossmatch shall have no obligation to provide any first line support to Company's customers and/or end users. First line support shall include: (a) a direct response to Company's customers and/or end users with respect to problems or inquiries concerning the performance, functionality or operation of the Software; (b) a diagnosis of problems or performance deficiencies in the Software; and (c) a resolution of problems or performance deficiencies in the Software.

3.2 **Second Line Support.** Crossmatch shall maintain the organization and processes necessary to provide second line support for the Software to Purchaser. Such second line support shall be provided to Purchaser only if, after reasonable commercial effort, Purchaser is unable to diagnose and/or resolve problems or performance deficiencies in the Software. Second line support will be provided to designated and trained representatives of Purchaser. Crossmatch shall have no obligation to provide second line support directly to any of Company's customers and/or end users. In order to assist Crossmatch in providing such second line support, Purchaser will provide Crossmatch with the ability to access Purchaser's computer platforms which utilize the Software (including but not limited to access to configuration information and error logs) and provide assistance to Crossmatch in order to facilitate Crossmatch's use of remote administration tools relating to the Software. Second line support will be provided primarily through web-based support services and through telephone support in English utilizing VOIP or direct dial voice connection toll free in the United States and Canada at (866)276-7761, internationally at +1-561-622-9210 or by email at CMCC@crossmatch.com.

4. WARRANTY.

4.1 **Limited Warranty.** Crossmatch represents and warrants that the Maintenance provided hereunder shall be provided in a professional and workmanlike manner; provided, however, that Purchaser's sole and exclusive remedy and Crossmatch's sole and exclusive obligation for a breach of the foregoing warranty shall be for Crossmatch to re-perform such Maintenance in accordance with the foregoing warranty.

4.2 **Warranty Disclaimer.** EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 4.1, ALL DELIVERABLES AND SERVICES PROVIDED BY CROSSMATCH PURSUANT TO THIS MAINTENANCE PLAN ARE PROVIDED "AS IS", AND CROSSMATCH AND ITS SUPPLIERS HEREBY EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF ANY

KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CROSSMATCH AND ITS SUPPLIERS DO NOT WARRANT OR REPRESENT THAT THE SOFTWARE OR MAINTENANCE WILL BE FREE FROM BUGS OR THAT THEIR USE WILL BE UNINTERRUPTED OR ERROR-FREE, OR MAKE ANY OTHER REPRESENTATION REGARDING THE USE, OR THE RESULTS OF THE MAINTENANCE OR THE USE OF THE SOFTWARE IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. COMPANY ACKNOWLEDGES THAT CROSSMATCH IS NOT RESPONSIBLE FOR AND WILL HAVE NO LIABILITY FOR HARDWARE, SOFTWARE OR OTHER ITEMS OR ANY SERVICES PROVIDED BY ANY PERSON OR ENTITY OTHER THAN CROSSMATCH, INCLUDING ITEMS SUPPLIED OR SERVICES PERFORMED BY COMPANY.

5. SERVICE LIMITATIONS. The Maintenance does not include, nor will Crossmatch be obligated to provide, services required as a result of: (a) any modification, reconfiguration or maintenance of the Software not performed or recommended by Crossmatch; (b) any use of the Software on a system that does not meet Crossmatch's minimum standards for such as set forth in the applicable Documentation; (c) any third party hardware or software not supported or embedded by Crossmatch; (d) any configuration of the Software (or hardware configurations) other than as recommended by Crossmatch; (e) changes in the communications network protocol and configuration parameters after the Software was installed; (f) Company's failure to back up data; (g) data recovery from back up due to hardware failure; (h) data loss, damage, destruction distortion, erasure, corruption or alternation from any cause whatsoever (including but not limited to computer virus); (i) upgrades or changes in the computer platform's hardware or software including but not limited to the operation system or storage control software or storage capacity; or (j) any error caused by Purchaser's or any third party's negligence, abuse, misapplication, or use of Software other than as expressly permitted under the Agreement. Purchaser is responsible for removing all Purchaser data and/or personally identifiable information from any files prior to providing them to Crossmatch. All data and or personally identifiable information received by Crossmatch will be erased by Crossmatch in a manner so as to be unrecoverable.

6. MAINTENANCE FEES AND PAYMENT. Payment of Maintenance fees are due annually in advance. This Maintenance Plan is a final sale and is not refundable. In the event that Maintenance is discontinued or suspended, to reinstate or renew Maintenance, Crossmatch reserves the right to charge Maintenance fees for the interim period during which Maintenance was discontinued or suspended.

7. TERM AND TERMINATION. This Maintenance Plan shall remain in effect for one (1) year from the Delivery Date. Purchaser may terminate this Maintenance Plan if Crossmatch materially breaches the terms of this Maintenance Plan and such breach remains uncured for thirty (30) days after written notice, in which case Purchaser's sole and exclusive remedy shall be to receive a refund in an amount equal to the most-recent maintenance fee paid by Purchaser to Crossmatch multiplied by a fraction, the numerator of which is the number of whole months remaining in the then current maintenance period and the denominator of which is twelve (12). The expiration or termination of this Maintenance Plan shall not terminate or otherwise affect the Agreement.

CREDIT CARD AUTHORIZATION FORM
We Accept: Visa, MasterCard, and American Express

Date: _____

By signing this form you confirm you are an authorized agent to commit on your company's behalf and therefore you are authorizing Cross Match Technologies, Inc. to charge your company's credit card for this amount in addition to any applicable sales tax.

If your company is a tax exempt entity please provide your tax exemption certificate.

Company Name: _____

Invoice/SO #: _____

Amount Authorized: \$_____

Credit Card Number: _____

Expiration Date: _____ Sec Code: _____

Credit Card Complete Billing Address: _____

Please email receipt to: _____

Signature: _____ *Date:* _____

Printed Name: _____

Title _____



Kate Brown, Governor

250 Winter St NE, Room 306
Salem, OR 97301
Voice: (503) 945-5818
FAX: (503) 373-7889

DOCUMENT RETURN STATEMENT

May 5, 2016

Re: Document #: **148004-7**, hereinafter referred to as "Document."

Please complete the following statement and return it along with the completed signature page and the Contractor Data and Certification page and/or Contractor Tax Identification Information form (if applicable).

Important: If you have any questions or find errors in the above referenced Document, please contact the contract specialist, Tammy Hurst at (503) 947-5298.

I _____, _____,
(Name) (Title)

received a copy of the above referenced Document, between the State of Oregon, acting by and through the Department of Human Services, the Oregon Health Authority, and The Public Health Foundation of Columbia County, by e-mail from Connie Thies on May 5, 2016.

On _____, I signed the electronically transmitted Document without
(Date)

change. I am returning the completed signature page and Contractor Data and Certification page and/or Contractor Tax Identification Information form (if applicable) with this Document Return Statement.

(Authorizing Signature)

(Date)

Agreement #148004

**SEVENTH AMENDMENT TO OREGON HEALTH AUTHORITY
2015-2017 AGREEMENT FOR THE
FINANCING OF PUBLIC HEALTH SERVICES**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to dhs-oha.publicationrequest@state.or.us or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This Seventh Amendment to Oregon Health Authority 2015-2017 Agreement for the Financing of Public Health Services, effective July 1, 2015 (as amended the "Agreement"), is between the State of Oregon acting by and through its Oregon Health Authority ("OHA"), Columbia County ("County"), and The Public Health Foundation of Columbia County, an Oregon non-profit public benefit corporation ("LPHA"), the entity County has contracted with, pursuant to ORS 431.375(2), to act as the local public health authority in the County.

RECITALS

WHEREAS, OHA, County and LPHA wish to modify the set of Program Element Descriptions set forth in Exhibit B of the Agreement.

WHEREAS, OHA, County and LPHA wish to modify the Financial Assistance Award set forth in Exhibit C of the Agreement.

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows

AGREEMENT

1. Exhibit B "Program Element Descriptions" is modified as follows:
Program Element #09 "Public Health Emergency Preparedness Program (PHEP) Ebola Supplement 2" is hereby superseded and replaced in its entirety by Exhibit 1 "Program Element #09: Public Health Emergency Preparedness Program (PHEP) Ebola Supplement 2" attached hereto and hereby incorporated into the Agreement by this reference.
2. Section 1 of Exhibit C entitled "Financial Assistance Award" of the Agreement is hereby superseded and replaced in its entirety by Exhibit 2 attached hereto and incorporated herein by this reference. Exhibit 2 must be read in conjunction with Section 4 of Exhibit C, entitled "Explanation of Financial Assistance Award" of the Agreement.
3. County represents and warrants to OHA that the representations and warranties of County set forth in Section 2 of Exhibit E of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
4. LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 2 of Exhibit E of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
5. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.

- 6. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
- 7. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.
- 8. This Amendment becomes effective on the date of the last signature below.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below their respective signatures.

9. Signatures.

STATE OF OREGON ACTING BY AND THROUGH ITS OREGON HEALTH AUTHORITY (OHA)

By: _____
 Name: /for/ Lillian Shirley, BSN, MPH, MPA
 Title: Public Health Director
 Date: _____

COLUMBIA COUNTY (COUNTY)

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

THE PUBLIC HEALTH FOUNDATION OF COLUMBIA COUNTY (LPHA)

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

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Amendment form group-approved by D. Kevin Carlson, Senior Assistant Attorney General, by email on October 2, 2015. A copy of the emailed approval is on file at OCP.

OHA PUBLIC HEALTH ADMINISTRATION

Reviewed by: _____
 Name: Karen Slothower (or designee)
 Title: Program Support Manager
 Date: _____

OFFICE OF CONTRACTS & PROCUREMENT

By: _____
 Name: Tammy L. Hurst, OPBC, OCAC
 Title: Contract Specialist
 Date: _____

Exhibit 1 to Amendment 7 to Agreement #148004

Program Element #09: Public Health Emergency Preparedness Program (PHEP)
Ebola Supplement 2

1. Description and Purpose.

- a. Funds provided under this Agreement to Local Public Health Authorities (LPHA) for Program Element (PE) 09 Public Health Emergency Preparedness Program (PHEP) Ebola Supplement 2 may only be used in accordance with, and subject to, the requirements and limitations set forth in this PE 09.
- b. PHEP Ebola Supplement 2 funding is targeted to address one or more of the following Public Health Preparedness Capabilities:
 - (1) Community Preparedness (Capability 1),
 - (2) Public Health Surveillance and Epidemiological Investigation (Capability 12),
 - (3) Public Health Laboratory Testing (Capability 13),
 - (4) Non-Pharmaceutical Interventions (Capability 11),
 - (5) Responder (Worker) Safety and Health (Capability 14),
 - (6) Emergency Public Information and Warning (Capability 4),
 - (7) Information Sharing (Capability 6), and
 - (8) Medical Surge (Capability 10).

2. Definitions Relevant to PHEP and Ebola Supplement 2.

- a. **Budget Period:** Budget Period is defined as the intervals of time into which a multi-year project period is divided for budgetary/funding purposes. For purposes of this Program Element, Budget Period is July 1, 2015 through June 30, 2016. The funding period for the PHEP Ebola Supplement is 27 months. (Fiscal Year (FY) 2015 (04/15-06/15), FY 2016 (07/15-06/16), and FY 2017 (07/16-06/17)).
- b. **CDC:** the U.S. Department of Health and Human Services, Centers for Disease Control and Prevention.
- c. **CDC Public Health Capabilities:** as described online at:
<http://www.cdc.gov/phpr/capabilities/>
- d. **Health Security, Preparedness and Response (HSPR):** A state level program that is a joint effort with the Conference of Local Health Officials (CLHO) and Native American tribes to develop plans and procedures to prepare Oregon to respond to, mitigate, and recover from public health emergencies.
- e. **Public Health Emergency Preparedness (PHEP):** local public health systems designed to better prepare Oregon to respond to, mitigate, and recover from, public health emergencies.

3. General Requirements. All of LPHA's PHEP Ebola Supplement 2 services and activities supported in whole or in part with funds provided under this Agreement and particularly as described in this Program Element Description shall be delivered or conducted in accordance with the following requirements and to the satisfaction of OHA:

- a. **Non-Supplantation.** Funds provided under this Agreement for this Program Element shall not be used to supplant state, local, other non-federal, or other federal funds.

- b. Use of Funds. Funds awarded to LPHA under this Agreement for this Program Element may only be used for activities related to the CDC Public Health Preparedness Capabilities (Community Preparedness, Public Health Surveillance and Epidemiological Investigation, Public Health Laboratory Testing, Non-Pharmaceutical Interventions, Responder Safety and Health, Emergency Public Information and Warning/Information Sharing, and Medical Surge) in accordance with an approved Budget using the template set forth as Attachment 1 to this Program Element Description. Modifications to the budget totaling \$5,000 or more require submission of a revised budget to the HSPR liaison and receive final approval by OHA HSPR.
 - c. Conflict between Documents. In the event of any conflict or inconsistency between the provisions of the PHEP Ebola Supplement 2 work plan or budget (as set forth in Attachments 1 and 2) and the provisions of this Agreement, this Agreement shall control.
 - d. Work Plan. LPHA shall implement its Ebola Supplemental Fund activities in accordance with its HSPR approved work plan using the example set forth in Attachment 2 to this Program Element. Dependent upon extenuating circumstances, modifications to this work plan may only be made with HSPR agreement and approval. Proposed work plan will be due on or before August 1. Final approved work plan will be due on or before September 1
4. **Work Plan.** PHEP work plans must be written with clear and measurable objectives with timelines and include:
- a. At least three broad program goals that address gaps and guide work plan activities. These can be the same as those outlined in Program Element (PE) #12 “Public Health Emergency Preparedness (PHEP)” as related to Ebola or other infectious diseases.
 - b. Any of the following:
 - i. Planning activities in support of any of the 8 CDC PHP Capabilities listed in 1(b).
 - ii. Training and Education in support of any of the 8 CDC PHP Capabilities listed in 1(b).
 - iii. Exercises in support of any of the 8 CDC PHP Capabilities listed in 1(b).
 - iv. Community Education and Outreach and Partner Collaboration in support of any of the 8 CDC PHP Capabilities listed in 1(b).
 - v. Administrative and Fiscal activities in support of any of the 8 CDC PHP Capabilities listed in 1(b).
5. **Budget and Expense Reporting.**
- a. Proposed Budget for Award Period (July 1, 2015 – June 30, 2016). Using the Proposed Budget Template set forth as Attachment 1, Part 1 to this PE 09 (also available through the HSPR liaison) and incorporated herein by this reference, LPHA shall provide to OHA **by September 1, 2015**, a budget, based on actual award amounts, detailing LPHA’s expected costs to operate its PHEP Ebola Supplement 2 program during the FY 16 award period.
 - b. Actual Expense to Budget for FY 16 Award Period. Using the Actual Expense to Budget Template set forth as Attachment 1, Part 2 to this PE 09 (also available through the HSPR liaison) and incorporated herein by this reference, LPHA shall provide to OHA **by September 15, 2016** the actual expenses for operation of its PHEP Ebola Supplement 2 program during the FY 16 award period.
 - c. Formats other than the proposed budget and expense to budget templates set forth in Attachment 1 to this PE will not satisfy the reporting requirements of this Program Element Description.
 - d. All capital equipment purchases of \$5,000 or more using PHEP Ebola Supplemental 2 funds will be identified under the “Capital Equipment” line item category.

ATTACHMENT 1
TO PROGRAM ELEMENT #09 - PART 1: PROPOSED BUDGET TEMPLATE
PE 09 Preparedness Program Ebola Supplement 2 FY 2016

_____ County
 July 1, 2015 - June 30, 2016

	Proposed		Actual	12 Mos Total
PERSONNEL			Subtotal	\$0.00
	Annual Salary	% FTE		
<i>(Position Title and Name)</i>	\$0	0.00%		\$0
Brief description of activities, for example, This position has primary responsibility for _____ County PHEP activities.				
	\$0	0.00%		\$0
	\$0	0.00%		\$0
Fringe Benefits @ ()% of describe rate or method				\$0
TRAVEL				\$0
Total In-State Travel: (describe travel to include meals, registration, lodging and mileage)	\$0			\$0
Out-of-State Travel: (describe travel to include location, mode of transportation with cost, meals, registration, lodging and incidentals along with number of travelers)	\$0			\$0
CAPITAL EQUIPMENT (individual items that cost \$5,000 or more)				\$0
				\$0
				\$0
SUPPLIES, MATERIALS and SERVICES (office, printing, phones, IT support, etc.)				\$0
	\$0			\$0
	\$0			\$0
CONTRACTUAL (list each Contract separately and provide a brief description)				\$0
				\$0
				\$0
OTHER				\$0
	\$0			\$0
	\$0			\$0
	\$0			\$0
TOTAL DIRECT CHARGES				\$0
TOTAL INDIRECT CHARGES @ ____% of Direct Expenses:	\$0			\$0
TOTAL BUDGET:			\$0	

Date, Name and phone number of person who prepared budget

ATTACHMENT 1
TO PROGRAM ELEMENT #09 - PART 2: ACTUAL EXPENSE TO BUDGET TEMPLATE
PE 09 Preparedness Program Ebola Supplement 2 FY 2016
_____ County

Period of the Report July 1, 2015-June 30, 2016)

	Budget	Expense to date	Variance
PERSONNEL			
Salary (Administrative & Support Staff)	\$0		\$0
Fringe Benefits	\$0		\$0
TRAVEL			
In-State Travel:	\$0		\$0
Out-of-State Travel:	\$0		\$0
CAPITAL EQUIPMENT			
	\$0		\$0
SUPPLIES			
	\$0		\$0
CONTRACTUAL			
	\$0		\$0
OTHER			
	\$0		\$0
TOTAL DIRECT	\$0	\$0	\$0
TOTAL INDIRECT	\$0		\$0
TOTAL:			
	\$0	\$0	\$0

Date, name and phone number of person who prepared expense to budget report

Notes:

ATTACHMENT 2
TO PROGRAM ELEMENT #09

Part 1 - Work Plan Instructions
Oregon HSPR Public Health Emergency Preparedness Program

FOR GRANT CYCLE: JULY 1, 2015 – JUNE 30, 2016

DUE DATE

Proposed work plan will be due on or before August 1. Final approved work plan will be due on or before September 1.

REVIEW PROCESS

Your approved work plan will be reviewed with your PHEP liaison.

WORKPLAN CATEGORIES: Only complete those categories that you plan to address with the Ebola Supplemental Funds

GOALS: At least three broad program goals that address gaps and guide work plan activities will be developed. These can be the same as the PE12 goals in relation to Ebola.

TRAINING AND EDUCATION: List all preparedness trainings, workshops conducted or attended by preparedness staff.

DRILLS and EXERCISES: List all drills you plan to conduct in accordance with your three-year training and exercise plan. For an exercise to qualify under this requirement the exercise must a.) Be part of a progressive strategy, b.) Involve public health staff in the planning process, and c.) Involve more than one county public health staff and/or related partners as active participants. A real incident involving a coordinated public health response may qualify as an exercise.

PLANNING: List all plans, procedures, updates, and revisions that need to be conducted this year in accordance with your planning cycle. You should also review all after action reports completed during the previous grant year to identify planning activities that should be conducted this year.

OUTREACH AND PARTNER COLLABORATION: In addition to prefilled requirements, list all meetings regularly attended and/or led by public health preparedness program staff.

COMMUNITY EDUCATION: List any community outreach activities you plan conduct that that enhance community preparedness or resiliency.

COLUMN DESCRIPTION EXAMPLE:

CDC Cap. #s	Planning Objective	Planned Activity	Date Completed	Actual Outcome	Notes
12	By October 15, 2015, LPHA increases CD health capacity by increasing the Health Officer's hours in order to capture subject matter expertise and leadership around ID.	Build staffing plan and increase hours for Health Officer around CD duties and ID planning.	10/15/15	Increased by 5 hours a month, subject matter expertise around CD and ID planning efforts as well as increased ability to respond to ID and CD events.	

CDC CAPABILITY: Indicate the target capability number(s) addressed by this activity.

OBJECTIVE: Use clear and measurable objectives with identified time frames to describe what the LPHA will complete during the grant year.

PLANNED ACTIVITY: Describe the planned activity. Where activity is pre-filled you may customize, the language to describe your planned activity more clearly.

DATE COMPLETED: When updating the work plan, record date of the completed activities and/or objective.

ACTUAL OUTCOMES: To be filled in after activity is conducted. Describe what is actually achieved and/or the products created from this activity.

NOTES: For additional explanation.

INCIDENTS AND RESPONSE ACTIVITIES: Explain what incidents and response activities that occurred during the FY16 grant cycle. If an OERS Number was assigned, please include the number. Identify the outcomes from the incident and response activities, include date(s) of the incident and action taken.

UNPLANNED ACTIVITY: Explain what activities or events occurred that was not described when work plan was first approved. Please identify outcomes for the unplanned activity, include date(s) of occurrence and actions taken.

Part 2 - Work Plan Template
Oregon HSPR Public Health Emergency Preparedness Program
 _____ **Public Health Preparedness Program**
 Ebola Supplemental 2

Goal 1:					
Goal 2:					
Goal 3:					
Ongoing and Goal Related Ebola Supplemental 2 Work					
Training and Education					
CDC Cap. #s	Objectives	Planned Activities	Date Completed	Actual Outcome	Notes
Drills and Exercises					
CDC Cap. #s	Objectives	Planned Activities	Date Completed	Actual Outcomes	Notes
Planning					
CDC Cap. #s	Objectives	Planned Activities	Date Completed	Actual Outcomes	Notes

Outreach and Partner Collaboration						
CDC Cap. #s	Objectives	Planned Activities	Date Completed	Actual Outcome	Notes	
Community Education						
CDC Cap. #s	Objectives	Planned Activities	Date Completed	Actual Outcome	Notes	
INCIDENT AND RESPONSE ACTIVITIES						
CDC Cap. #s	Incident Name/OERS #		Date(s)	Outcomes	Notes	
UNPLANNED ACTIVITY						
CDC Cap. #s	Activity		Date(s)	Outcomes	Notes	

CDC Cap. #s	FISCAL/ADMINISTRATIVE	Due Dates	Notes
CDC Cap. #s	TRAINING and EDUCATION	Due Date	Notes
CDC Cap. #s	DRILLS AND EXERCISES	Due Date	Notes
CDC Cap. #s	PLANNING	Due Date	Notes
CDC Cap. #s	OUTREACH AND PARTNER COLLABORATION	Due Date	Notes
CDC Cap. #s	COMMUNITY EDUCATION	Due Date	Notes

**Exhibit 2 to Amendment 7 to Agreement #148004
FINANCIAL ASSISTANCE AWARD**

State of Oregon Oregon Health Authority Public Health Division		Page 1 of 2	
1) Grantee		2) Issue Date	This Action
Name: Public Health Foundation of Columbia County		April 20, 2016	Amendment FY2016
Street: P. O. Box 995		3) Award Period	
City: St. Helens		From July 1, 2015 Through June 30, 2016	
State: OR Zip Code: 97051			
4) OHA Public Health Funds Approved			
Program	Previous Award	Increase/ (Decrease)	Grant Award
PE 01 State Support for Public Health	56,262	0	56,262
PE 05 Health Impact Assessment	3,750	0	3,750 (f)
PE 09 PHEP – EBOLA	11,707	0	11,707
PE 12 Public Health Emergency Preparedness	75,567	0	75,567
PE 13 Tobacco Prevention & Education	69,706	0	69,706
PE 40 Women, Infants and Children FAMILY HEALTH SERVICES	221,552	0	221,552 (b,c,h,i)
PE 41 Reproductive Health Program FAMILY HEALTH SERVICES	22,514	0	22,514 (d,e,k)
PE 42 MCH/Child & Adolescent Health -- General Fund FAMILY HEALTH SERVICES	5,438	0	5,438 (a)
PE 42 MCH-TitleV – Child & Adolescent Health FAMILY HEALTH SERVICES	7,675	0	7,675 (a)
PE 42 MCH-TitleV – Flexible Funds FAMILY HEALTH SERVICES	17,908	0	17,908 (a)
PE 42 MCH/Perinatal Health – General Fund FAMILY HEALTH SERVICES	2,899	0	2,899 (a)
PE 42 Babies First FAMILY HEALTH SERVICES	9,373	0	9,373
5) FOOTNOTES:			
a) Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid).			
b) July -September grant is \$57,597 ; and includes \$11,519 of minimum Nutrition Education; and \$2,725 for Breastfeeding Promotion.			
c) October-June grant is \$163,955 ; and includes \$32,791 of minimum Nutrition Education amount and \$8,174 for Breastfeeding Promotion.			
d) \$2,078 reflects the phase-out of the Title V supplement for Reproductive Health. Title V funding in support of Reproductive Health is for the period July 1, 2015 through December 31, 2015.			
e) \$16,579 represents Title X funding which may change due to availability of funds and funding calculation based on clients served in FY2014.			
f) Work needs to be completed and money spent by August 31, 2015.			
6) Capital Outlay Requested in This Action:			
Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.			
PROGRAM	ITEM DESCRIPTION	COST	PROG. APPROV

INTERGOVERNMENTAL AGREEMENT

Between

THE CITY OF PORTLAND, OREGON

And

COLUMBIA COUNTY, OREGON

Amendment #1

THIS is an amendment to the Intergovernmental Agreement (IGA) between the City of Portland (“City”) and Columbia County, Oregon (“Agency”) for the State awarded UASI Grant #15-170.

The IGA is amended as follows:

Recitals, paragraph 7:

WHEREAS, the City and all other PUA jurisdictions that receive direct benefit from UASI grant purchases are required to comply with all terms of the U.S. Department of Homeland Security, UASI Grant CFDA #97.067, Grant #15-170 award including, but not limited to, obligations regarding reporting, access to records, financial tracking and procurement, and supplanting of funds; and

Section 2.b.:

- ii. Cost Principles: 2 CFR 200 Subpart E
- iii. Audit Requirements: 2 CFR 200 Subpart F-Audit Requirements

Section 2.g.:

To comply with all property and equipment tracking and monitoring processes required by the grant, this Agreement, the City and the State. To treat all single items of equipment valued over \$5,000 as fixed assets and to provide the City with a list of such equipment on an annual basis, using PBEM’s Equipment Inventory Report and completing and returning the report to PBEM on or before June 30th. The list should include, but is not limited to, status, asset number, funding source, date of purchase, equipment description, serial number, and location where the equipment is housed or stored. Additionally, all equipment must have a sticker affixed that visibly states: “Purchased with funds provided by the U.S Department of Homeland Security.” All requirements for the tracking, monitoring, disposition and transfer of fixed assets are set forth in 2 CFR 200.313 which can be found here: http://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=8d75f90044e30262070fe0bc233c337f&mc=true&n=pt2.200&r=PART&ty=HTML#_top

Section 2.q.:

To comply with federal guidelines concerning exclusions for contractors by verifying that a contractor is not excluded from receiving federal funds prior to any expenditure made and record of verification is maintained. Currently, verification can be made at the System for Award

Management site – www.sam.gov. A copy of this report must be submitted to the City, as part of the documents required for reimbursement requests.

Section 2.s.iii.:

Results of the Agency's audit report that complies with 2 CFR 200 are due to the City fifteen (15) days after the Agency's receipt of the report, along with a corrective action plan (if applicable). Agencies expending \$750,000 or more in Federal awards during their fiscal year, are required to have an audit. 2 CFR 200 (including Subpart F and Appendix XI audit requirements can be found here: http://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=8d75f90044e30262070fe0bc233c337f&mc=true&n=pt2.1.200&r=PART&ty=HTML#_top

Except as expressly mentioned above, all terms and conditions of the original IGA are still in full force and effect.

City of Portland

Date _____

APPROVED AS TO FORM

Date _____

Attorney

Columbia County, Oregon

Date _____

APPROVED AS TO FORM

Date _____

Attorney

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made this ____ day of _____, 2016 between **Columbia County**, a political subdivision of the State of Oregon, **Clatsop County** a political subdivision of the State of Oregon, **Clatskanie Rural Fire Protection District**, an Oregon special district, and **Mist-Birkenfeld Rural Fire Protection District**, an Oregon special district.

RECITALS

Each county in Oregon is required to have an Ambulance Service Area (ASA) Plan pursuant to ORS 682.062. Two areas of Clatsop County are served by Columbia County fire and ambulance providers.

The River Ranch area of Northeast Clatsop County is only accessible by road from Columbia County. It is a developed area within the boundaries of the Clatskanie Rural Fire Protection District. The response times for service and standards for service differ significantly for adjoining neighbors, depending on which side of the county line their home is located.

The Mist-Birkenfeld area in Eastern Clatsop County is within the boundaries of the Mist-Birkenfeld Rural Fire Protection District. This contains the development of Fishhawk Lake. The response time for ambulance service is 60 minutes for those in Clatsop County, while for some nearby neighbors in Columbia County it is 12 minutes. The fire department building is located near the county line in Columbia County.

The governing bodies of these volunteer fire districts currently must follow a different set of standards for each county and participate in ambulance service management committees in both counties. It would be more efficient for the fire districts to only have one set of standards and attend meetings in only one county.

The citizens in both these areas would be more efficiently and effectively served, and the fire districts providing service would have significantly less administrative cost, if the ASA standards for Columbia County controlled these areas.

Therefore, the Parties agree as follows:

Those areas of Clatsop County that are within the boundaries of the Clatskanie Rural Fire Protection District, and those areas that are within the boundaries of the Mist-Birkenfeld Rural Fire Protection District, will be included in the Columbia County Ambulance Service Area Plan and will be excluded from the Clatsop County Ambulance Service Area Plan for so long as this Agreement is in effect.

This agreement will remain in effect until terminated, and may be terminated on 180 days' written notice from one party to the others.

This Agreement may be executed in counterparts, each of which will be considered an original and all of which together will constitute one and the same agreement.

**COLUMBIA COUNTY
BOARD OF COUNTY COMMISSIONERS**

**CLATSOP COUNTY
BOARD OF COUNTY COMMISSIONERS**

By: **Anthony Hyde, Chair**

By: **Scott Lee, Chair**

**CLATSKANIE RURAL FIRE
PROTECTION DISTRICT**

**MIST-BIRKENFELD RURAL FIRE
PROTECTION DISTRICT**

By:
Title:

By:
Title: