BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON

Wednesday, July 1, 2015
10:00 a.m. - Room 308

BOARD MEETING AGENDA

CALL TO ORDER/FLAG SALUTE

MINUTES:

- Minutes, June 24, 2015 Board meeting;
- Minutes, June 24, 2015 Staff meeting.

VISITOR COMMENTS - 5 MINUTE LIMIT

PUBLIC HEARING:

1) Public Hearing, "In the Matter of the Application of Marilyn Shober for the Renewal of a Temporary Health Hardship Mobile Home Dwelling in the Rural Residential (RR-5) Zone".

CONSENT AGENDA:

(A) Ratify the Select to Pay for week of 6/29/15.

(B) Rescind Order No. 14-2015, "In the Matter of Conveying Certain Real Property Located at 56510 Old Portland Road, St. Helens, Oregon, to Steven Walter Rice [4N1W19-AD-01400]". [Duplicate numbering]

(C) Approve Order No. 36-2015, "In the Matter of Conveying Certain Real Property Located at 56510 Old Portland Road, St. Helens, Oregon, to Steven Walter Rice [4N1W19-AD-01400]".

AGREEMENTS/CONTRACTS/AMENDMENTS:

(D) Agreement No. 30741 with the Oregon Department of Transportation Public Transit Division for 5310 Operating Funds.

(E) Intergovernmental Agreement with Sunset Empire Transit District for Use of a Trolley during the Columbia County Fair and authorize Chair to sign.

(F) Personal Services Contract with Property Development Services LLC for On-Site Wastewater Consulting Services.

(G) Amendment #2 to the Intergovernmental Agreement with the City of Columbia City for Work Crew Services.

DISCUSSION ITEMS:

COMMISSIONER HEIMULLER COMMENTS:

COMMISSIONER HYDE COMMENTS:

COMMISSIONER FISHER COMMENTS:

EXECUTIVE SESSION:

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

In the Matter of Conveying Certain Real Property Located at 56510 Old Portland Road, St. Helens, Oregon, to Steven Walter Rice [Tax Map ID No. 4N1W19-AD-01400]	))))	**ORDER NO. 36 - 2015**

WHEREAS, certain real property in Columbia County, Oregon, which has been assigned Tax Account No. 8709 and Tax Map ID No. 4N1W19-AD-01400 (the "Property"), was foreclosed upon for non-payment of ad valorem real property taxes in *Columbia County* v. *Ayers, William J., et al.,* Case No. 10-2595; and

WHEREAS, the Property is more particularly described as:

PARCEL I: Beginning at the Southwest corner of tract of land conveyed by N. F. Baker and Maggie E. Baker, his wife, to Lucinda Blanchard on February 16, 1892, which deed was duly recorded at Page 518, Book M, deed records of Columbia County, Oregon, thence running in a Southerly course 65 feet to a point; thence in an Easterly course and parallel with the South boundary line of said Lucinda Blanchard tract 100 feet; thence in a Northerly course and parallel with the West boundary line of said described tract of land 65 feet to a point in the South boundary line of said Lucinda Blanchard tract of land; thence West along the South boundary line of said Lucinda Blanchard tract of land 100 feet to the place of beginning, in Columbia County, Oregon.

PARCEL 2: All that portion of the Donation Land Claim of Garner T. Foster, in Section 19, Township 4 North, Range 1 West of the Willamette Meridian, Columbia County, Oregon, described as follows: beginning at the Southwest corner of tract conveyed to James Bacon by W. J. Fullerton and wife on July 28, 1891, which deed was duly recorded at Page 56, Book M, deed records of Columbia County, Oregon; thence Easterly on the South boundary of said tract 230 feet; thence Northerly and parallel with the Western boundary line 25 feet; thence Westerly and parallel with the Southern boundary line 230 feet; thence Southerly on the West boundary line 25 feet to the place of beginning; also the following tract of land to-wit: commencing at the Northwest corner of tract of land conveyed by M. Fisk and Josephine Fisk, his wife, to N. F. Baker on November 14, 1890 which deed was recorded at Page 52, Book M, deed records; thence in an Easterly course on the Northern boundary line of said tract 230 feet; thence in a Southerly direction parallel with the Western boundary 50 feet; thence Westerly and parallel with the Northern boundary line 230 feet; thence in a Northerly direction on the Western boundary line 50 feet to the place of beginning; and

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

use is to an adjoining property owner; and

WHEREAS, the County offered the property for sheriff's sale at auction on December 4, 2014, with a minimum bid of $45,496,and no offers were received; and

WHEREAS, because the Property was not sold at auction on December 4, 2014, pursuant to ORS 275.200, the Property can now be sold by private sale for no less than 15 percent of the minimum bid set under ORS 275.110 for the sheriff's sale; and

WHEREAS, on February 24, 2015, Steven Walter Rice, an adjoining property owner, submitted an offer to the County to purchase this parcel in the amount of $6,824.40, tendering that amount to purchase the Property and the sum of $65.64 to cover recording and handling fees; and

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

1. Pursuant to ORS 275.200, the Board finds the offer of Mr. Rice to be a reasonable offer for the property and hereby authorizes the sale of the above-described Property to Steven Walter Rice for $6,824.40.

2. WHEREAS, the Board of County Commissioners shall enter into a Purchase and Sale Agreement with Steven Walter Rice in substantially the form which is attached hereto as Exhibit 1 and incorporated herein by this reference.

3. The Board of County Commissioners shall execute the Quitclaim Deed in substantially the form which is attached to the Purchase and Sale Agreement as Exhibit A, and by this reference incorporated herein, to convey the Property to Steven Walter Rice for the sum of $6,824.40, plus recording and handling fees, receipt of which is hereby acknowledged, when the terms and conditions of the Purchase and Sale Agreement have been met.

4. The original Quitclaim Deed shall be recorded in the County Clerk deed records for the sum of $65.64.

DATED this ____ day of June, 2015.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____
Henry Heimuller, Chair

By: _____
Anthony Hyde, Commissioner

By: _____
Earl Fisher, Commissioner

Approved as to form:

By: _____
Office of County Counsel

EXHIBIT A

PURCHASE AND SALE AGREEMENT

Dated: June 10, 2015

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

AND **STEVEN WALTER RICE** ("Buyer")

RECITALS

WHEREAS, on October 13, 2010, *nunc pro tunc* October 7, 2010, the Circuit Court of the State of Oregon for the County of Columbia entered of record the General Judgment in *Columbia County v. Ayers, William J., et al., Case No. 10-2595*; and

WHEREAS, on October 8, 2012, pursuant to that General Judgment, Seller acquired certain foreclosed real property, including a certain parcel of land situated near Warren, Oregon; and

WHEREAS, said foreclosed property is currently assigned Tax Map ID No. 4N1W19-AD-01400, is located at 56510 Old Portland Road, St. Helens, and is legally described as:

PARCEL I: Beginning at the Southwest corner of tract of land conveyed by N. F. Baker and Maggie E. Baker, his wife, to Lucinda Blanchard on February 16, 1892, which deed was duly recorded at Page 518, Book M, deed records of Columbia County, Oregon, thence running in a Southerly course 65 feet to a point; thence in an Easterly course and parallel with the South boundary line of said Lucinda Blanchard tract 100 feet; thence in a Northerly course and parallel with the West boundary line of said described tract of land 65 feet to a point in the South boundary line of said Lucinda Blanchard tract of land; thence West along the South boundary line of said Lucinda Blanchard tract of land 100 feet to the place of beginning, in Columbia County, Oregon.

PARCEL 2: All that portion of the Donation Land Claim of Garner T. Foster, in Section 19, Township 4 North, Range 1 West of the Willamette Meridian, Columbia County, Oregon, described as follows: beginning at the Southwest corner of tract conveyed to James Bacon by W. J. Fullerton and wife on July 28, 1891, which deed was duly recorded at Page 56, Book M, deed records of Columbia County, Oregon; thence Easterly on the South boundary of said tract 230 feet; thence Northerly and parallel with the Western boundary line 25 feet; thence Westerly and parallel with the Southern boundary line 230 feet; thence Southerly on the West boundary line 25 feet to the place of beginning; also the following tract of land to-wit: commencing at the Northwest corner of tract of land conveyed by M. Fisk and Josephine Fisk, his wife, to N. F. Baker on November 14, 1890 which deed was recorded at Page 52, Book M, deed records; thence in an Easterly course on the Northern boundary line of said tract 230 feet; thence in a Southerly direction parallel with the Western boundary 50 feet;

thence Westerly and parallel with the Northern boundary line 230 feet; thence in a Northerly direction on the Western boundary line 50 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 $45,496, and no offers were received; and

WHEREAS, pursuant to ORS 275.200, the County may sell and convey the Property by private sale for not less than 15% of the minimum bid set for the Property at the 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, on the following terms, the Property.

1. Purchase Price. The total purchase price shall be $6,824.40.. Payment shall be made by cash, money order or cashier's check, which shall be delivered to Cynthia Zemaitis, 230 Strand, Room 301, St. Helens, Oregon 97051.

2. Earnest Money. There shall be no earnest money.

3. Buyer's Conditions to Closing. Buyer's obligation to purchase the Property is conditioned on the following occurring not later than the Closing Date as defined in Section 8, below, unless otherwise specified or waived by Buyer.

Seller shall convey the Property to Buyer pursuant to a Quitclaim Deed at closing, a copy of which is attached hereto as Exhibit A. Seller expressly excepts from this conveyance and reserves unto Seller, and to Seller's heirs and assigns, all minerals (including, but not by way of limitation, oil, gas, sulfur, coal, lignite and uranium) in, under and that may be produced from the Property to be conveyed.

These conditions are solely for Buyer's benefit and may be deemed satisfied or waived only by Buyer in her sole discretion. If Buyer 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.

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 8, 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 the purchase price plus recording and handling fees in the amount of $66.00.

B. Buyer shall deliver to Seller a deposit in the amount of Ten Thousand Dollars ($10,000) to secure performance of Section 11 of this Agreement. The deposit shall be delivered in cash, money order, or cashier's check to Cynthia Zemaitis, 230 Strand, Room 301, St. Helens, Oregon 97051.

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 than July 2, 2015, (the "Closing Date"). The sale shall be "closed" when the document conveying title is recorded and funds are disbursed to Seller. At closing, Seller shall convey title to the Property to Buyer by Quitclaim Deed, subject to the Seller's reservation of mineral rights in and to the Property.

8. Closing Costs; Prorates. Reserved.

9. Possession. Buyer shall be entitled to exclusive possession of the Property as of the Closing Date.

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. Buyer acknowledges and agrees that the Property contains accumulated solid waste, and that the County has not inspected or tested the solid waste or performed other environmental testing. The County makes no representations about the cost to remove the solid waste, or any other environmental liability. Buyer acknowledges and agrees that Buyer is solely responsible for the cost to abate any solid waste accumulation or other cost associated with the Property. This paragraph shall survive closing and shall not merge with the deed.

11. Solid Waste Removal. No later than 90 days from the closing date, Buyer shall remove all accumulated solid waste from the Property, and shall submit proof to the Seller that all solid waste violations associated with the Property have been cured. Proof shall be in the form of a letter from the Columbia County Department of Land Development Services stating that all violations have been cured, delivered to Cynthia Zemaitis, 230 Strand, Room 301, St. Helens, Oregon 97051. If such proof is submitted within 90 days, Seller will return Buyer's deposit within 14 days of the date proof is delivered. If proof is not delivered within 90 days, Buyer shall be in default in the performance of this Agreement, Seller may enter the premises for purposes of removing any remaining solid waste, and the deposit shall be forfeited to Seller in its entirety. Until proof is delivered, Seller, its officers, agents, and employees, shall have a license to enter upon the property or to cause a contractor to enter upon the property for the purpose of inspection for solid waste violations and for the purpose of removing any remaining solid waste upon twenty-four (24) hours written notice, posted on the property. This paragraph shall survive closing and shall not merge with the deed.

12. 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 Natural Resource Administrator
230 Strand, Room 301
St. Helens, OR 97051

FOR BUYER:
Steven Walter Rice
28963 Huber Road
Scappoose, OR 97056

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.

ii. All requisite action (corporate, trust, partnership, or otherwise) has been taken by the Buyer in connection with entering into this Agreement and the instruments referred to herein and the consummation of the transactions contemplated herein. No further consent of any partner, shareholder, creditor, investor, judicial or administrative body, governmental authority, or other party is required.

iii. The person(s) executing this Agreement and the instruments referred to herein on behalf of the Buyer has the legal power, right, and actual authority to bind the Buyer in accordance with their terms.

iv. Neither the execution and delivery of this Agreement and the documents referred to herein, nor the incurring of the obligations set forth herein, nor the consummation of the transactions contemplated, nor compliance with the terms of this Agreement and the documents referred to herein conflicts with or results in the material breach of any terms, conditions, or provisions of or constitute a default under any bond, note or other evidence of indebtedness, or any contract, indenture, mortgage, deed of trust, loan, partnership agreement, lease, or other agreements or instruments to which the Buyer is a party.

H. Governing Law. This Agreement is made and executed under, and in all respects shall be governed and construed by the laws of the State of Oregon.

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

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

K. Pro Rates. Real property taxes, rents, unused tenant deposits (whether or not refundable), interest on obligations assumed by Buyer and accrued and unpaid obligations relating to the property and for which Buyer will be responsible, shall be the responsibility of Buyer. Real property taxes assessed after closing on account of prior special assessment of the property (e.g. as farm or forest property) shall be paid by Buyer. Buyer shall not be responsible for paying Seller for heating oil (if any) in the tank at date of possession.

FOR BUYER:

STEVEN WALTER RICE

_____
[Signature]

Dated this ____ day of _____, 2015.

FOR COUNTY:

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____
Henry Heimuller, Chair

Dated this ____ day of _____, 2015

Approved as to form:

By: _____
Office of County Counsel

GRANTOR'S NAME AND ADDRESS:
Board of County Commissioners
for Columbia County, Oregon
c/o Natural Resource Administrator
230 Strand, Room 301
St. Helens, OR 97051

AFTER RECORDING, RETURN TO GRANTEE:
Steven Walter Rice
28963 Huber Road
Scappoose, OR 97056

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

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 **STEVEN WALTER RICE**, 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. 4N1W19-AD-01400 and Tax Account No. 8709, and more particularly described in Exhibit A, attached.

The true and actual consideration for this conveyance is $6,824.40.

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

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

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

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

4) A perpetual license in favor of Columbia County, Oregon, and its officers, agents and employees, to enter upon the Property for the purpose of inspecting for solid waste violations and for the purpose of removing solid waste. This license shall terminate upon receipt of a letter from the Columbia County Department of Land Development Services stating that all solid waste violations have been cured.

This conveyance is made pursuant to Board of County Commissioners Order No. 14 - 2015 adopted on the ____ day of _____, 2015, 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 24th day of June, 2015.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____
Henry Heimuller, Chair

Approved as to form

By: _____
Office of County Counsel

STATE OF OREGON)
) ss.
County of Columbia)

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 24th day of June, 2015, by Henry Heimuller, Chair, Board of County Commissioners of Columbia County, Oregon, on behalf of which the instrument was executed.

OFFICIAL STAMP
JAN A GREENHALGH
NOTARY PUBLIC-OREGON
COMMISSION NO. 478733
MY COMMISSION EXPIRES JUNE 03, 2017

_____
Notary Public for Oregon

EXHIBIT A

Tax Account No. 8709
Tax Map ID No. 4N1W19-AC-01400

PARCEL I: Beginning at the Southwest corner of tract of land conveyed by N. F. Baker and Maggie E. Baker, his wife, to Lucinda Blanchard on February 16, 1892, which deed was duly recorded at Page 518, Book M, deed records of Columbia County, Oregon, thence running in a Southerly course 65 feet to a point; thence in an Easterly course and parallel with the South boundary line of said Lucinda Blanchard tract 100 feet; thence in a Northerly course and parallel with the West boundary line of said described tract of land 65 feet to a point in the South boundary line of said Lucinda Blanchard tract of land; thence West along the South boundary line of said Lucinda Blanchard tract of land 100 feet to the place of beginning, in Columbia County, Oregon.

PARCEL 2: All that portion of the Donation Land Claim of Garner T. Foster, in Section 19, Township 4 North, Range 1 West of the Willamette Meridian, Columbia County, Oregon, described as follows: beginning at the Southwest corner of tract conveyed to James Bacon by W. J. Fullerton and wife on July 28, 1891, which deed was duly recorded at Page 56, Book M, deed records of Columbia County, Oregon; thence Easterly on the South boundary of said tract 230 feet; thence Northerly and parallel with the Western boundary line 25 feet; thence Westerly and parallel with the Southern boundary line 230 feet; thence Southerly on the West boundary line 25 feet to the place of beginning; also the following tract of land to-wit: commencing at the Northwest corner of tract of land conveyed by M. Fisk and Josephine Fisk, his wife, to N. F. Baker on November 14, 1890 which deed was recorded at Page 52, Book M, deed records; thence in an Easterly course on the Northern boundary line of said tract 230 feet; thence in a Southerly direction parallel with the Western boundary 50 feet; thence Westerly and parallel with the Northern boundary line 230 feet; thence in a Northerly direction on the Western boundary line 50 feet to the place of beginning.

PUBLIC TRANSIT DIVISION
OREGON DEPARTMENT OF TRANSPORTATION

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

AGREEMENT

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2015** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **June 30, 2017** (Expiration Date). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 6.b.iv of this Agreement.

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

   Exhibit A: Project Description and Budget
   Exhibit B: Financial Information
   Exhibit C: Subcontractor Insurance
   Exhibit D: Summary of Federal Requirements, incorporating by reference Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement
   Exhibit E: Information required by 2 CFR 200.331(a), may be accessed at http://www.oregon.gov/odot/pt/, Oregon Public Transit Information System (OPTIS), as the information becomes available

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

3. **Project Cost; Grant Funds; Match.** The total project cost is estimated at **$390,806.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **$351,726.00** in Grant Funds for eligible costs described in Section 6 hereof. Recipient shall provide matching funds for all Project Costs as described in Exhibit A.

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

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

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

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

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

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

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

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

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

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

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

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

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

similar laws affecting the enforcement of creditors' rights generally.

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

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

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

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

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

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

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

d. **Audit Requirements.**

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

audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.

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

9. **Recipient Subagreements and Procurements**

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

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

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

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

b. **Subagreement indemnity; insurance.**

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

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

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

Any insurance obtained by the other party to Recipient's subagreements, if any, shall not relieve Recipient of the requirements of Section 11.j of this Agreement. The other party to any subagreement with Recipient, if the other party employs subject workers as defined in ORS 657.027, must obtain Workers Compensation Coverage as described in Exhibit C.

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

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

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

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

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

10. **Termination**

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

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

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

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

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

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

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

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

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

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

11. **General Provisions**

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

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

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

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

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

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

e. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of

duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.

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

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

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

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

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

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

these requirements.

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

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

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

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

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

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

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

SIGNATURE PAGE TO FOLLOW

Columbia County, by and through its

_____

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
Recipient's Legal Counsel

Date _____

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

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

State of Oregon, by and through its Department of Transportation

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

Date _____

APPROVAL RECOMMENDED

By J. DEMPSTER

Date 6/10/2015

By _____

Date _____

APPROVED AS TO LEGAL SUFFICIENCY
(For funding over $150,000)

By _____
Assistant Attorney General

Name Keith Kutler by e-mail
(printed)

Date June 11, 2015

EXHIBIT A

Project Description and Budget

Project Description/Statement of Work

Project Title: 2015-17 Columbia County 30741 E&D 5310 *Purchase Service*				
Item #1: Contracted Service (5310 only)				
	Total	Grant Amount	Local Match	Match Type(s)
	$390,806.00	$351,726.00	$78,162.00	Local, PTD Paid
Sub Total	$390,806.00	$351,726.00	$78,162.00	
Grand Total	**$390,806.00**	**$351,726.00**	**$78,162.00**	

- *1.PROJECT DESCRIPTION*

  Project funds public transportation service purchased from a third-party contractor. The public transportation services are available in Columbia County, Oregon, with connections to communities and public transportation services in Clatsop County, Oregon; Washington County, Oregon; Multnomah County, Oregon; and Cowlitz County, Washington. Public transportation service includes, but is not limited to service type, schedule, facilities, and fare policy.

  Purchased services include activities, supplies, materials, labor, services and associated costs required to preserve or extend the functionality and serviceability of assets in a cost effective manner.

  2.PROJECT DELIVERABLES, TASKS and SCHEDULE

  All tasks must be completed prior to the expiration date of this Agreement.

  The purchased service will be provided by a contractor selected by Recipient. The service, schedule, days, hours, and service type (demand responsive, fixed route or other) will be designed to meet the needs of seniors and individuals with disabilities as determined by Recipient in consultation with the operator of service, the affected community members, and stakeholders identified by Recipient.

  Recipient will oversee and monitor the services and performance of any consultants or contractors used in the project. Recipient must maintain policies, procedures and service manuals describing activities related to providing and maintaining public transportation services, including but not limited to preventive maintenance plan, procurement manual, and overall polices and procedures.

  Services will be provided in accordance with the locally adopted Human Services and Transportation Coordinated Plan. Recipient and contractor will coordinate the delivery of transportation services with other public and private transportation providers to enhance regional services and to avoid duplication of services. Coordinated service may be made available to a variety of potential users, including the general public. Recipient may amend the service design at any time in accordance with local demand, funding issues, changes in the Coordinated Plan, or any other situation that requires service to be changed.

  Recipient will actively market the services to the target users using media accessible to all target users.

3.PROJECT ACCOUNTING, MATCH and SPENDING PLAN

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

Sources of funding that may be used as match for this Agreement include Special Transportation Formula Funds, local funds, service contract revenue, advertisement income, other earned income, cash donations, and other verifiable in-kind contributions that are integral to the project budget. Recipient may not use passenger fares as match. Recipient may not use program income in the same fiscal year it is earned. The required local match share will be subtracted from the project expenses to determine the Agreement share of the project expenses.

Recipient may not count the same costs twice if they have multiple agreements for which these costs may be eligible. Recipient may not use grant-acquired assets to compete unfairly with the private sector.

4.REPORTING and INVOICING REQUIREMENTS

Recipient will request reimbursement for covered expenses incurred during each period as prescribed by State. Purchased service expenses should be documented in periodic invoices reflecting revenue miles and revenue hours. Recipient must maintain and provide supporting documents detailing the total expenses for allowable maintenance activities incurred during the period. Recipient may list costs on a form provided by State, or provide vendor invoices.

EXHIBIT B

FINANCIAL INFORMATION

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

This Agreement is financed by the funding source indicated below:

Federal Program	**Federal Funding Agency**	**Federal Catalog**	**Total Federal Funding**
49 U.S.C. 5310	U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	**20.513 (5310)**	**$312,644.00**
State Program	**State Funding Agency**		**Total State Funding**
ORS 391.800 through ORS 390.830 and OAR Chapter 732, Divisions 5, 10, and 30	Oregon Department of Transportation 355 Capitol St. N.E. Salem, OR 97301-3871		**$39,082.00**

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

EXHIBIT C

Subagreement Insurance Requirements

GENERAL.

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

TYPES AND AMOUNTS.

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

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

Bodily Injury, Death and Property Damage:

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

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

Bodily Injury, Death and Property Damage:

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

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

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made"

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

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

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

EXHIBIT D

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

Recipient and Recipient's subrecipient(s), contractor(s), or subcontractor(s), at any tier, if any, must comply with all applicable federal requirements contained in the Certifications and Assurances available at http://www.fta.dot.gov/grants/12825_93.html. The Certifications and Assurances, including as they may be changed during the term of this Agreement, are by this reference incorporated herein.

Recipient must submit to State on or before July 1 of each year during the term of this Agreement an executed copy of the Certifications and Assurances by either (1) printing the form available at http://www.fta.dot.gov/grants/12825_93.html, completing the form and sending it to State or (2) logging in to FTA's TEAMWeb system, at https://ftateamweb.fta.dot.gov/teamweb/teamLogin.asp? and completing the form and sending to State a screen print of the submitted page.

Recipient further agrees to comply with all applicable requirements included in the Master Agreement that is signed and attested to by State. This Master Agreement is incorporated by reference and made part of this Agreement. Said Master Agreement is available upon request from State by calling (503) 986-3300, or at http://www.fta.dot.gov/documents/21-Master.pdf. Without limiting the foregoing, the following is a summary of some requirements applicable to transactions covered by this Agreement and the funds described in Exhibit A:

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

   The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The contractor, subrecipient, or subcontractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor, subrecipient, or subcontractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Recipient deems appropriate.

5. Recipient and contractors receiving in excess of $100,000 in federal funds, other than Indian tribes, must certify to State that they have not and will not use federal funds to pay for influencing or attempting to influence an officer or employee of any federal department or Agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any federal grant, cooperative agreement or any other federal award. If non-federal funds have been used to support lobbying activities in connection with the Project, Recipient shall complete Standard Form LLL, Disclosure Form to Report Lobbying and submit the form to State at the end of each calendar quarter in which there occurs an event that requires disclosure. Restrictions on lobbying do not apply to influencing policy decisions. Examples of prohibited activities include seeking support for a particular application or bid and seeking a congressional earmark.

INTERGOVERNMENTAL AGREEMENT
FOR TROLLEY VEHICLE USE

This Agreement is made between Columbia County, by and through its Columbia County Rider Transportation (CCRider) Department, and Sunset Empire Transportation District, (SETD) both political subdivisions of the State of Oregon.

WHEREAS:

1. SETD owns a Trolley Vehicle and has agreed to allow Columbia County Rider Transportation to use the Trolley Vehicle for special event occurring in Columbia County beginning on Wednesday, July 15, 2015 through Friday, July 17, 2015. Trolley will be returned to SETD by Friday afternoon, July 17, 2015.

2. The parties agree that CCRider will pay for the use of the Trolley Vehicle in the amount of $1.00.

3. The parties agree that allowing such use promotes the cost-effective and efficient use of public resources: and

4. The parties desire to enter into an agreement to establish procedures for use of Trolley Vehicle for special events in Columbia County and defining legal relationships and responsibilities.

NOW, THEREFORE, in consideration of the mutual covenants stated herein, it is agreed:

SETD agrees to allow CCRider to use a Trolley Vehicle for special events beginning on Wednesday, July 15 through Friday, July 17, 2015, with return of the Trolley on July 17, 2015, for a fee of $1.00. The party supplying the services or the Trolley vehicle shall be designated as the Provider herein. The party receiving the use of Trolley Vehicle shall be designated as the User herein.

CCRider, shall insure the Trolley Vehicle through the County's insurance carrier to cover any and all vehicle damage that may occur as a result of use or when the vehicle is being used by CCRider.

CCRider shall take proper precaution in the operation, storage and maintenance of the Trolley Vehicle while it is in CCRider possession. The Trolley Vehicle shall be used only for the stated uses under this agreement. User shall permit the equipment to be used only by properly trained and supervised operators. User shall be responsible for equipment repairs necessitated by misuse or negligent operation of the Trolley vehicle. User shall not be responsible for scheduled preventive maintenance (P.M.). User shall perform and document required written maintenance checks prior to and after use and shall provide routine daily maintenance of equipment (i.e., fluid checks, lubricating, etc.) during the period in which the equipment is in User's possession in accordance with Federal Transit Administration laws, rules and regulations.

Provider shall endeavor to provide equipment in good working order and to inform User of any information reasonably necessary for the proper operation of the Trolley Vehicle.

Each party shall be solely responsible for its own acts and those of its employees and officers under this Agreement. No party shall be responsible or liable for damages caused by another party arising out of providing or using equipment or services under this Agreement. If the Provider requires that their personnel operate equipment for the User, the Provider shall, within limits of the Oregon Constitution and the Oregon Tort Claims Act, hold harmless, indemnify and defend the User, its officers, agents and employees from all claims arising from the Provider's operation of the equipment, except as negligently directed by the User. If the User's personnel operate the equipment, then the user shall, within limits of the Oregon Constitution and the Oregon Tort Claims Act, hold harmless, indemnify and defend the Provider, its officers, agents and employees from all claims arising from User's operation of the equipment. Notwithstanding the above, the User shall bear sole responsibility for ensuring that it has the authority to request the work, for its designs and for any representations made to the provider regarding site conditions or other aspects of the project. Each party shall insure that the equipment and their use of the equipment is adequately insured. Any party may request proof of insurance at any time. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

This Agreement shall be effective on the date last signed, below, and shall continue in effect thru July 17, 2015. Said duration may be extended by mutual agreement by all parties and a supplement to this Agreement entered into.

All notices to the respective parties shall either be personally delivered or sent first class mail to the following addresses:

Sunset Empire Transit District Jeff Hazen, Director 900 Marine Drive Astoria, OR 97103	Columbia County Rider Janet Wright, Transit Director 230 Strand Street St. Helens, OR 97051

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by duly authorized representatives as of the date of their signatures.

SUNSET EMPIRE TRANSIT DISTRICT

By: _____
Jeff Hazen, Director

Date: _____

BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY

By: _____
Henry Heimuller, Chair

Date: _____

Approved as to form:

By: _____
Office of County Counsel
Columbia County, Oregon

PERSONAL SERVICES CONTRACT (ORS Chapter 279B)

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

WITNESSETH:

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

1. Effective Date. This Agreement is effective on the last date signed by the parties, below.

2. Contract Term. This Agreement shall terminate on June 30, 2018. The County may extend the term of this Agreement by up to two (2) additional one (1) year terms by providing notice to Contractor at least 60 days before the term expires.

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

4. Consideration. County shall pay Contractor on a time and materials basis, in accordance with the rates in Exhibit B, the total amount not to exceed $20,000.00, said amount to be the complete compensation to Contractor for the services performed under this agreement. This fee shall include all expenses. Unless otherwise agreed to in writing by the parties, payment shall be monthly based on invoices submitted by Contractor. This Agreement is subject to the appropriation of funds by County, and/or the receipt of funds from state and federal sources. In the event sufficient funds shall not be appropriated, and/or received, by County for the payment of consideration required to be paid under this Agreement, then County may terminate this Agreement in accordance with Section 16 of this Agreement.

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

Todd Dugdale Land Development Services Director Columbia County 230 Strand St. St. Helens, OR 97051 503-397-7207	Larry Olander Property Development Services LLC PO Box 571 Eagle Creek, OR 97022 503-630-2362

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

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

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

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

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

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

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

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

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

10. Statutory Provisions. Pursuant to the requirements of ORS 279B.220 through 279B.235 and Article XI, Section 10 of the Oregon Constitution, the following terms and conditions are made a part of this Agreement:

   a. Contractor shall:

      i. Make payment promptly, as due, to all persons supplying to Contractor labor or material for the prosecution of the work provided for in this Agreement.

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

iii. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.

iv. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

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

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

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

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

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

11. Non-Discrimination. Contractor agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, handicap or age, suffer discrimination in the performance of this Agreement when employed by Contractor. Contractor certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, against any minority, women or emerging small business enterprise certified under ORS 200.055, or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225 in obtaining any required subcontract.

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

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

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

County, its officers, agents or employees.

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

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

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

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

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

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

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

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

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

19. Mediation. In the event of a dispute between the parties arising out of or relating to this Contract, the parties agree to submit such dispute to a mediator agreed to by both parties as

soon as practicable after the dispute arises, and preferably before commencement of litigation of any permitted arbitration. The parties agree to exercise their best efforts in good faith to resolve all disputes in mediation.

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

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

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

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

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

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

DATED this _____ day of _____, 2015.

CONTRACTOR

Name:_____

By:_____

Title:_____

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By:_____
Henry Heimuller, Chair

By:_____
Anthony Hyde, Commissioner

By:_____
Earl Fisher, Commissioner

Approved as to form

By:_____
Office of County Counsel

DEPARTMENTOF LAND DEVELOPMENT SERVICES
Columbia County Courthouse, 230 Strand Street
St. Helens, Oregon 97051
Phone: (503)397-7207 Fax: (503)366-3902
Todd.Dugdale@co.columbia.or.us

REQUEST FOR PROPOSAL FOR ONSITE WASTEWATER SERVICES:
May 21, 2015

Columbia County Land Development is requesting a proposal for provision of Onsite Wastewater Treatment Consulting Services. The scope of services is described on the attached proposal sheet. Proposers must have staff available for services with a current Registration with the State of Oregon as a Wastewater Specialist or Environmental Health Specialist.

Please respond with a brief statement of qualifications and proposed rates using the structured rate schedule attached. Please respond by **Friday June 15th at 5pm** to:

Todd Dugdale, Director of Land Development Services

By mail: 230 Strand Street, St. Helens, Oregon
By e-mail: Todd.Dugdale@co.columbia.or.us
By FAX: 503-366-3902

Thank you for considering providing services to Columbia County!

EXHIBIT A

ONSITE WASTEWATER PROGRAM SERVICES

DESCRIPTION OF WORK:

1. Site Evaluation Services
   A. Visit each site.
   B. Inspect all test pits at the site.
   C. Record findings and make recommendations regarding the feasibility of an onsite wastewater treatment system per OAR Chapter 340, Divisions 71 and 73.
   D. Prepare an Approval or Denial Report and electronically transmit same to the Columbia County Land Development Services Department along with supporting documentation. Land Development Services will review the report and make a determination based on such review and shall have sole power and responsibility to write any required letter with findings and recommendations to the property owner.

2. Other Services.
   Provide such other services as requested and agreed upon.

Please Complete the following rate schedule with proposed rates.

COMPENSATION:

Billable rate for services will use the following schedule.

A. Site Evaluations, First Lot:	$_____
B. Site Evaluations, Second and Subsequent Lots:	$_____
C. Re-Visits to site evaluation	$ _____/Hour
D. Other services as requested	$ _____/Hour

EXHIBIT B

Dugdale, Todd <todd.dugdale@co.columbia.or.us>

Proposal for Onsite Wastewater Services

larryo@cascadeaccess.com <larryo@cascadeaccess.com> Wed, Jun 10, 2015 at 9:57 AM
To: Todd.Dugdale@co.columbia.or.us

Good morning Todd,

I have attached the proposal for providing onsite wastewater services. Please review and if you have any questions please give me a call. Thank you for the possible opportunity to assist in these matters.

Regards,

Larry Olander,WWS, CPSS, Service Provider

PDS.LLC
Property Development Services LLC.
P.O. Box 571
Eagle Creek, OR 97022
Office 503-630-2362
Cell 503-347-1161
E-mail larryo@cascadeaccess.com

06-09-15 proposed scope of work.docx
29K

Columbia County
Department Of Land Development Services
Todd Dugdale, Director
Columbia Court House
230 Strand St.
St Helens, OR 97051

06-08-2015

Subject: **Request for Proposal to Provide Onsite Wastewater Consulting Services**

Proposed Scope of Work:

1) Site Evaluation Services

   A) Visit each site assigned.
   B) Inspect all test pits at site.
   C) Complete a soil site evaluation field sheet which includes the soil profile description and the approximate location of each test pit in relationship to the property lot line boundaries or proposed new lot line boundaries.
   D) Identify and recommend the type of system the soil and site conditions can meet the DEQ Onsite Wastewater Treatment Systems per OAR Chapter 340, Division 71 and 73, or rule in which the site can't meet the DEQ Onsite Wastewater Treatment Systems per OAR Chapter 340, Division 71 and 73.
   E) Prepare an approval or denial report and electronically transmit to the Columbia County Land Development Services staff along with all supporting documents for their staff review for their sole power and responsibility to write any required letter with findings and recommendations to the property owner.

2) Other Services.

   A) Provide such other services as requested and agreed upon.

Compensation:

Billable Rate for services will use the following schedule.
A minimum of 3 site evaluation is required to be assigned at any scheduled assignments.

A)	Site evaluation, First lot or 1st lot of multi lot partition:	**$450.00**
B)	Site Evaluation, Secord and Subsequent Lots of multi lot partition:	**$300.00**
C)	Re-visit to site evaluation to review additional test pits	**$110.00/Hour**
D)	Other Services as requested	**$110.00/Hour**

AMENDMENT 2 TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
COLUMBIA COUNTY, OREGON
AND
CITY OF COLUMBIA CITY, OREGON

This Amendment Number Two is to the Intergovernmental Agreement by and between Columbia County, Oregon (the "County") and the City of Columbia City, Oregon ("City") for the provision of supervised Corrections work crews effective October 17, 2012, (the "IGA").

WHEREAS, on October 17, 2012, the County and City entered into the IGA for the provision of supervised Community Corrections work crews; and

WHEREAS, on July 2, 2014, the parties entered into Amendment 1 to the IGA, extending the term of the IGA through June 30, 2015; and

WHEREAS, the parties desire to extend the term through June 30, 2017;

NOW, THEREFORE, the parties agree as follows:

1. The term of the IGA shall end on June 30, 2017.

2. This Amendment 2 is effective on the date last signed, below.

3. For crew scheduling, the City should contact Thomas Blum, Community Services Program Coordinator, (503) 397-6253, Ext. 1481.

4. Except as expressly amended herein, the terms and conditions of the IGA remain in full force and effect.

CITY OF COLUMBIA CITY

By: _____
Name: Leahnette Rivers
Its: City Manager

Date: 6/19/15

Approved as to form

By: _____
Office of County Counsel

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____
Henry Heimuller, Chair

By: _____
Anthony Hyde, Commissioner

By: _____
Earl Fisher, Commissioner

Date: _____