



# BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON

Wednesday, January 31, 2018  
10:00 a.m. - Room 308

## BOARD MEETING AGENDA

---

### CALL TO ORDER/FLAG SALUTE

### MINUTES:

Minutes, January 24, 2018 Board meeting.  
Minutes, January 24, 2018 Work Session.

### VISITOR COMMENTS - 5 MINUTE LIMIT

### CONSENT AGENDA:

- (A) Ratify the Select to Pay for the week of 01.29.18.
- (B) Approve the creation of the position of Enforcement Captain and assign to FLSA exempt salary range E06.
- (C) 2018 License to Conduct Social Gaming for the St. Helens Moose Lodge #591.
- (D) Appoint Doug Hayes and Robert Johnston as alternates to the Homeland Security Emergency Management Committee for a (1) year term.
- (E) Reappoint Ian O'Connor (3 year term); Trish Hilsinger (1 year term); Jeff VanNatta (3 year term); Anne Parrott (3 year term); and Lonny Welter (3 year term) to the Homeland Security Emergency Management Committee.
- (F) Order No. 4-2018, "In the Matter of Conveying Certain Real Property in Scappoose, Oregon to Verum Pulchrum Bonum Domum, LLC, Tax Map ID No. 3N2W12-DB-0220, Acct. No. 4067".

### AGREEMENTS/CONTRACTS/AMENDMENTS:

- (G) Intergovernmental Agreement By and Between Columbia County and Clatsop County for Health Officer.
- (H) 2017-2019 VOCA and non-competitive Grant Agreement and Authorize the Chair to sign.
- (I) Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility matters; and Drug-Free Workplace Requirements for 2017-2019 VOCA Grant and authorize the Chair to sign.

- (J) Standard Assurances for 2017-2019 VOCA Grant and authorize the Chair to sign.
- (K) Certification of Compliance with Regulations Office for Civil Rights for 2017-2019 VOCA Grant and authorize the Chair to sign.
- (L) Victims of Crime Act Special Conditions for 2017-2019 VOCA Grant and authorize the Chair to sign.

**DISCUSSION ITEMS:**

- Bob Braud: Letter of Intent for Surplus property in Clatskanie
- Betty Huser: Clerks Budget
- Todd Dugdale: Road Naming of Private Road off Shady Way, Scappoose

**COMMISSIONER HEIMULLER COMMENTS:**

**COMMISSIONER MAGRUDER COMMENTS:**

**COMMISSIONER TARDIF 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.*

---

EXEMPT (Y/N):	Yes	JOB CODE:	CSC
DEPARTMENT:	Sheriff's Office	CLASSIFICATION:	140
SUPERVISOR:	Sheriff	SALARY RANGE:	E06
UNION (Y/N):	No	LOCAL:	NA

---

**GENERAL STATEMENT OF DUTIES:** Responsible for planning, organizing supervising and directing the activities of the Enforcement Division for the Sheriff's Office. Conduct law enforcement and crime prevention and investigation activities relating to criminal law enforcement in the County. Do related work as required.

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

Plan, direct and review Enforcement Division programs. Formulate, administer and evaluate department policies and procedures.

Develop liaison with federal, state and municipal law enforcement agencies regarding Enforcement Division activities.

Supervise the preparation and maintenance of complex and detailed records and reports for the Enforcement Division.

Coordinate the training program for department employees.

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

Perform all functions of an Enforcement Deputy when needed or appropriate.

Establish effective working relationships and confer with community members and the general public and assist them in understanding and interpretation of enforcement issues. Respond to and be a liaison for resolving questions, concerns and complaints regarding the division's activities.

Follow all safety rules and procedures established for work areas. Ensure compliance to safety rules and procedures by staff. Comply with all County policies and procedures.

**SUPERVISORY RESPONSIBILITIES:** Directly supervise staff of 5-20 employees. Carry out supervisory responsibilities in accordance with the County's policies, procedures, labor union agreements and applicable laws. Responsibilities include interviewing, hiring and training employees; planning, assigning and directing work; evaluating performance; rewarding and disciplining employees, addressing complaint/grievances and resolving problems. Coordinate all personnel functions with Sheriff and Human Resources, as appropriate.

**SUPERVISION RECEIVED:** Work is performed with considerable independence under the general direction of the Sheriff and is reviewed jointly by the Sheriff and Captain through

conferences, reports and the effectiveness of programs in accomplishing Departmental goals and objectives.

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

**EDUCATION and/or EXPERIENCE:** Equivalent to a bachelor's degree in a related field. At least five years' progressively responsible experience in law enforcement, with at least two years' supervisory experience. Any satisfactory combination of experience and training which provides the required knowledge, skills and abilities may be accepted.

**CERTIFICATES, LICENSES, REGISTRATIONS:** Possession of the Basic Police Officer Certificate from the Department of Police Standards and Training. Possession of or ability to obtain the DPSST management certificate within one year of hire. Possession of a current first aid/cpr card. Possession of an appropriate Oregon motor vehicle operator's license and must be insurable under the County's liability coverage.

**SPECIAL NECESSARY QUALIFICATIONS:** Must be 21 years of age and be a citizen of the United States. Must be free of criminal convictions which would affect DPSST certification or which would violate any other County policy.

**KNOWLEDGE, SKILL AND ABILITY:** Extensive knowledge of administrative and supervision concepts, practices and principles. Considerable knowledge of state and county enforcement laws; methods and procedures. Knowledge of the principles and techniques of modern law enforcement. Familiarity with computers systems and their use.

Skill to properly utilize equipment and techniques including firearms and restraining devices.

Ability to plan, organize and supervise the efficient and economic performance of staff. Ability to efficiently and effectively operate equipment used in the performance of duties assigned. Ability to operate equipment safely under adverse conditions. Ability to act effectively in emergency situations. Ability to effectively control suspects in all situations, including the ability to physically restrain unruly offenders. Ability to work with Canine Officers and their Handlers. Ability to prepare accurate and complete reports. Ability to maintain harmonious and effective working relationships with fellow employees, other agencies, County officials and the general public.

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

Physical demands for the position involve the movement of files, books, evidence, equipment, etc., frequently exceeding 20 pounds. Often demands restraining, dragging and/or carrying suspects weighing between 100 to 250 pounds. Most work assignments require long periods of sitting, standing, walking, and physically restraining angry and hostile adults. Requires fast physical reaction appropriate to the circumstances under stressful conditions.

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

Requires work in a 24-hour per day, 7 day a week shift rotation. Must be able to work with rotating shift schedules and work stations. This includes working day, swing and night shifts, weekends, holidays and overtime as required. Daily contact with suspects and victims and interaction to diffuse aggression. May receive physical injuries when confronting suspects and/or victims and may possibly be exposed to hazards and risks which accompany exposure to inmates and/or victims. Tasks are performed in a variety of settings, including office and outdoor environments (with exposure to all type of weather conditions and terrain). The environment can be highly stressful and hazardous.

**COLUMBIA COUNTY  
SOCIAL GAMING LICENSE**

***ST. HELENS MOOSE LODGE #591***

Is hereby authorized to permit Social Gaming under Columbia County Ordinance No. 77-1A and Resolution and Order No. 231-96.

This license shall be effective from January 1, 2018 and shall expire on December 31, 2018.

Approved by the Columbia County Board of Commissioners on this 31<sup>st</sup> day of January, 2018.

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

By: \_\_\_\_\_  
Margaret Magruder, Chair

By: \_\_\_\_\_  
Henry Heimuller, Commissioner

By: \_\_\_\_\_  
Alex Tardif, Commissioner

**ATTEST:**

Elizabeth E. Huser, County Clerk

By: \_\_\_\_\_  
County Clerk



Date: 19 January 2018                      To: Columbia County Board of Commissioners  
From: Della Fawcett, Coordinator  
Subj: Recommendation for Membership Appointment, Homeland Security  
Emergency Management Commission

Commissioners –

Please find attached the Homeland Security Emergency Management Commission (HSEMC) recommendations for membership appointment for 2018. These recommendations were made during the 9 January 2018 regular HSEMC meeting. We are recommending four new appointments to the HSEMC, and seven re-appointments. We currently have three vacant positions we are actively working to fill for 2018.

Please contact me if you have any questions regarding these appointments.

Thank you,

Della Fawcett

Resilience and Community Preparedness Coordinator

Columbia County Office of Emergency Management  
230 Strand St  
Saint Helens OR 97051



**Recommendation for Membership Appointment – January 9, 2018  
Homeland Security Emergency Management Commission**

<u>Member No.</u>	<u>Discipline/Geographic Group</u>	<u>Member</u>	<u>Alternate</u>	<u>Date Nominated</u>	<u>Term Length</u>	<u>Last Term Expired</u>	<u>New Term Expires</u>
1	Port of St. Helens	Sean Clark	① Doug Hayes	1.10.17	1 year	12.31.16	12.31.19
2	Law Enforcement	Mike McGlothlin	Norm Miller	1.10.16	2 years	12.31.16	12.31.18
3	Fire/EMS	③ Ian O'Connor ✓	③ Mike Greisen	1.13.15	3 years	12.31.17	12.31.17
4	Columbia 9-1-1	① Trish Hilsinger ✓	VACANT	1.10.17	1 year	12.31.16	12.31.19
5	Utilities	Pat LaPointe	Bob Perry	1.10.17	2 years	12.31.16	12.31.18
6	North County Cities (Rainier, Clatskanie, Prescott)	③ Jeff VanNatta (Vice Chair) ✓	③ Greg Hinkleman	1.13.15	3 years	12.31.17	12.31.17
7	South County Cities (Columbia City, St. Helens, Scappoose)	Leahnette Rivers	① Robert Johnston	1.10.17	1 year	12.31.16	12.31.19
8	Mid County Cities (Vernonia, Mist)	Dave Crawford	Dan Brown	1.10.17	2 years	12.31.16	12.31.18
9	Public Health/Mental Health	③ Anne Parrott ✓	VACANT	1.13.15	3 years	12.31.17	12.31.17
10	Industry	John Bob	VACANT	1.10.17	1 year	12.31.16	12.31.19
11	At Large, Position 1	Kelly Niles (Chair)	Diane Dillard	1.10.17	2 years	12.31.16	12.31.18
12	At Large, Position 2	③ Lonny Welter ✓	Casey Wheeler	1.13.15	3 years	12.31.17	12.31.17
13	Schools	Scot Stockwell	Michael Carter	1.10.17	1 year	12.31.16	12.31.19
<u>Ex-officio Members</u>	County Commissioners	Margaret Magruder, Alex Tardif, Henry Heimuller					
	County Emergency Management	Steve Pegram, Shaun Brown, Della Fawcett					

The names written in RED above are being recommended to the Board of Commissioners for appointment to the Homeland Security Emergency Management Commission. Names in Blue are being recommended for re-appointment.



BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

In the Matter of Conveying Certain Real Property            )  
in Scappoose, Oregon to Verum Pulchrum Bonum            )        ORDER NO. 4-2018  
Domum, LLC, Tax Map ID No. 3N2W12-DB-0220            )  
Acct. No. 4067    )

WHEREAS, on January 3, 2014, *nunc pro tunc* October 3, 2013, the Circuit Court of the State of Oregon for the County of Columbia entered of record the General Judgment in *Columbia County v. 2305 Columbia County Building, LLC, et. al.*, Case No. 13-CV05366; and

WHEREAS, on October 21, 2015, pursuant to that General Judgment, Seller acquired certain foreclosed real Property, including a certain parcel of land situated in Scappoose, Oregon, by deed recorded as document number 2015-008939 in the Columbia County deed records; and

WHEREAS, said foreclosed Property is currently assigned Tax Map ID No. 3N2W12-DB-0220 and Tax Account No. 4067 (the "Property"); and

WHEREAS, the Property is depicted on Exhibit "A" hereto, and is more specifically described in the quitclaim deed attached to the Purchase and Sale Agreement as Exhibit "B" hereto (the "Quitclaim Deed"), which is incorporated by reference herein; and

WHEREAS, the County offered the Property for sale at a Sheriff's sale on August 17, 2016; and

WHEREAS, the County has contracted with Robert J. Braud ("County Realtor") to act as a broker/agent on behalf of the County as to the Property; and

WHEREAS, Buyers has offered to purchase the Property for \$35,000.00 ("Purchase Price"); and

WHEREAS, County policy provides that Buyers of tax foreclosed Property shall pay a \$145.00 administrative fee ("the Administrative Fee") in addition to the agreed upon purchase price; and

WHEREAS, it is in the best interest of the County to sell the Property to Verum Pulchrum Bonum Domum, LLC, an Oregon Limited Liability Company, for \$35,145.00, in accordance with the terms and conditions of the Purchase and Sale Agreement; and

WHEREAS, the Board of County Commissioners entered into a Purchase and Sale Agreement with Verum Pulchrum Bonum Domum, LLC, an Oregon Limited Liability Company which is attached hereto as Exhibit "B"; and

WHEREAS, Buyer's Due Diligence period has ended; and

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

1. Pursuant to ORS 275.200(2), the Board of County Commissioners authorizes the sale of the above-described Property to Verum Pulchrum Bonum Domum, LLC, an Oregon Limited Liability Company, for \$35,000.00, plus an administrative fee of \$145.00.

2. The Board of County Commissioners will convey the Property by Quitclaim Deed in a form substantially the same as Exhibit "B" to the attached Purchase and Sale Agreement upon receipt of full payment from Buyer. If full payment is not received within 5 (five) business days after Buyer is notified that this Order has in writing been adopted, the Quitclaim Deed will not be recorded and the Purchase and Sale Agreement shall terminate.

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

DATED this \_\_\_\_ day of \_\_\_\_\_, 2018.

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

Approved as to form:

By: \_\_\_\_\_  
Margaret Magruder, Chair

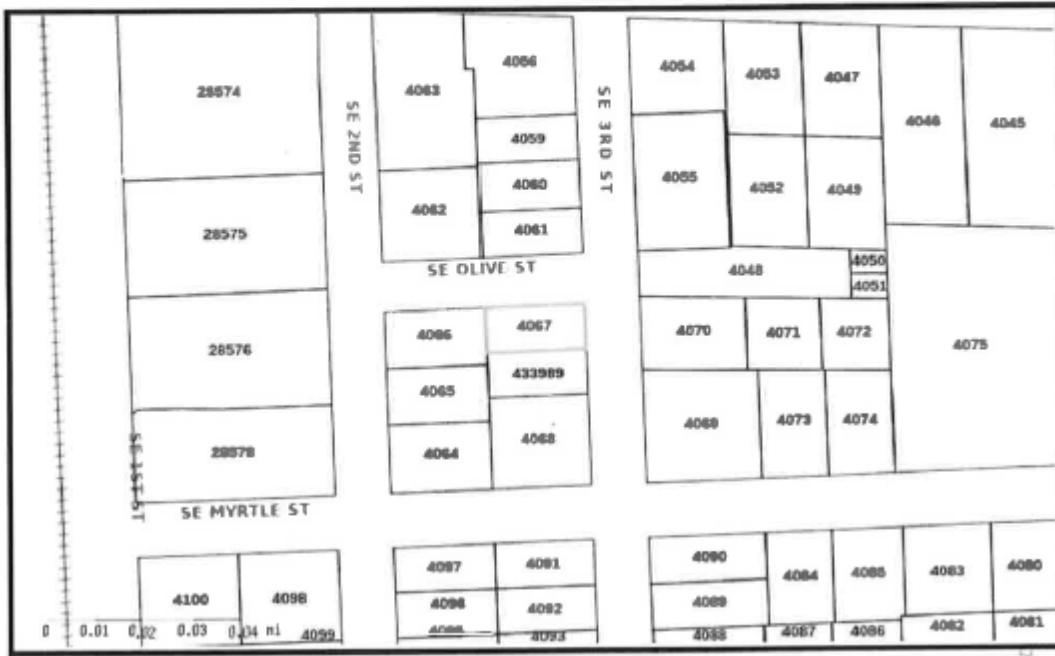
By: \_\_\_\_\_  
Office of County Counsel

By: \_\_\_\_\_  
Henry Heimuller, Vice Chair

By: \_\_\_\_\_  
Alex Tardif, Commissioner

EXHIBIT A  
Tax Account No. 4067  
Map

4067Map



13-083

Lot 1, Block 2, Greenwood Addition to the City of Scappoose, in the City of Scappoose, Columbia County, Oregon.

## PURCHASE AND SALE AGREEMENT

BETWEEN **COLUMBIA COUNTY**, a political subdivision  
of the State of Oregon (“Seller” or “County”)

AND Verum Pulchrum Bonum Domum, LLC  
an Oregon Limited Liability Company (“Buyer”)

Collectively, the “Parties.”

### RECITALS

WHEREAS, on January 3, 2014, nunc pro tunc October 3, 2013, the Circuit Court of the State of Oregon for the County of Columbia entered of record the General Judgment in *Columbia County v. 2305 Columbia Building, LLC, et. al.*, Case No. 13-CV05366; and

WHEREAS, pursuant to that General Judgment, Seller acquired certain foreclosed real property, including property having Tax Map ID No. 3N2W12-DB-02200 and Tax Account No. 4067 in Scappoose, Oregon, (the “Property”) by deed recorded as document number 2015-008939 in the Columbia County deed records; and

WHEREAS, the Property is depicted on Exhibit A hereto, and is more specifically described in the draft quitclaim deed attached as Exhibit B hereto (the “Quitclaim Deed”), which is incorporated by reference herein; and

WHEREAS, the County offered the Property for sale at auction on August 17, 2016, and no offers were received; and

WHEREAS, pursuant to ORS 275.200(2), the County may sell and convey the Property without further public notice; and

WHEREAS, the County has contracted with Robert J. Braud (“County Realtor”) to act as a broker/agent on behalf of the County as to the Property; and

WHEREAS, Buyer has offered to purchase the Property for \$35,000.00 (“Purchase Price”); and

WHEREAS, County policy provides that Buyers of tax foreclosed properties shall pay a \$145.00 administrative fee (the “Administrative Fee”) in addition to the agreed upon purchase price; and

WHEREAS, Seller intends to sell the Property to Buyer on the terms and conditions set forth herein.

## AGREEMENT

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

1. Purchase Price. The total Purchase Price plus the Administrative Fee shall be \$35,145.00.
2. Agreement and Purchase Deposit Delivery. On or before December 13, 2017, Buyer will deliver a signed Agreement to the County at the address provided herein, along with \$3,500.00 whichever is greater, in the form of cash, cashier's check or money order made payable to Columbia County (the "Deposit"). Upon signature of the Agreement by the Seller, Buyer will have thirty (30) calendar days (the "Due Diligence Period") to perform reasonable due diligence investigations in accordance with Section 5 herein.
3. Condition of Property and Title.
  - A. Buyer shall acquire the Property "AS IS" with all faults, without covenants or warranties.
  - B. Seller shall convey the Property without warranty through a Quitclaim Deed substantially in the same form as Exhibit B;
  - C. The sale of the Property is subject to any municipal liens, easements and encumbrances of record.
  - D. The Quitclaim Deed will reserve to Seller:
    - i. The mineral and associated rights specifically provided for in Exhibit B; and
    - ii. If applicable, all rights to any County, public, forest C.C.C. roads; and
  - E. Buyer shall rely on the results of inspections and investigations completed by Buyer, and not upon any representation made by the Seller and the Seller's Agent.
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 defined herein, unless otherwise specified or waived by Seller:
  - A. The County Board of Commissioners will adopt an Order authorizing the sale of the Property to Buyer in accordance with terms and conditions substantially the same as those provided for in this Agreement.
  - B. Buyer will pay the Purchase Price and the Administrative Fee, less the Deposit, in one payment by cash, money order or cashier's check within five (5) business days of Seller notifying Buyer in writing that a sale order has been adopted by the County Board of Commissioners. The sale order will be adopted by the County only after the end of the Due Diligence Period.
  - C. BUYER AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS SELLER, ITS OFFICERS, AGENTS (INCLUDING COUNTY REALTOR) AND EMPLOYEES, SUCCESSORS AND ASSIGNS FROM ALL CLAIMS, SUITS, ACTIONS, LIABILITY, DAMAGE, LOSS, COST OR EXPENSE, INCLUDING ATTORNEY'S FEES, ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE PROPERTY OR USE OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO: (1) ANY DAMAGE TO OR DESTRUCTION OF ANY PROPERTY THAT SELLER 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, THEIR 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 MERGE WITH THE QUITCLAIM DEED.

**THESE CONDITIONS ARE SOLELY FOR SELLER'S BENEFIT AND MAY BE WAIVED ONLY BY SELLER IN ITS SOLE DISCRETION.**

5. Buyer's Conditions to Closing. Buyer's obligation to accept the Property is conditioned upon the following, unless otherwise specified or waived by Buyer in its sole discretion:
- A. Buyer may conduct a public records search and/or other due diligence inspections of the Property during the Due Diligence Period provided for in Section 2 herein, with said inspections to be paid for by Buyer.
  - B. It shall be a condition to Closing that the results of such due diligence efforts are acceptable to Buyer in its sole discretion. Buyer may engage consultants or engineers of Buyer's choosing to conduct site studies of the Property(ies) as Buyer deems necessary.
  - C. Buyer and its agents shall have the right to enter the Property(ies) at reasonable times during the Due Diligence Period to complete reasonable due diligence inspections of the Property, with said inspections to be non-invasive unless agreed otherwise in writing by the Parties.
  - D. Buyer shall provide evidence of acceptable liability insurance coverage prior to entering upon the Property(ies) upon request of the County.
  - E. Buyer shall indemnify and hold Seller, its officers, employees and agents (including County Realtor) from any loss, damage, lien, or claims arising out of due diligence efforts completed on the Property. The foregoing indemnity and hold harmless obligation shall survive Closing or termination of this Agreement, and shall not merge with the Quitclaim Deed. However, Buyer shall have no obligation to indemnify County related to any existing condition discovered during an inspection. This condition shall survive Closing and shall not merge with the Quitclaim Deed.
  - F. Buyer shall provide County with copies of all reports produced pursuant to this Section.
  - G. In the event that Buyer elects not to purchase the Property as a result of Buyer's completed due diligence efforts, said election shall be communicated in writing to Seller or the County Realtor before the end of the Due Diligence Period.  
Buyer's activities under this Section 5, and those of Buyer's contractors and agents, will be coordinated with the Seller's representative provided for in Section 11.C.
6. Failure of Conditions at Closing.
- A. In the event that any of the conditions set forth in Section 4 and 5 above are not timely satisfied or waived by the Closing Date, for a reason other than the default of the Buyer or the Seller under this Agreement, this Agreement and the rights and obligations of the Buyer and the Seller shall terminate. In the event of said termination, Buyer's agreements provided for in Section 4.C. and 5.E. above shall survive termination.
  - B. In the event that Buyer notifies Seller in writing prior to the expiration of the Due Diligence Period that the condition of the Property is unacceptable to the Buyer, Seller shall refund the

Deposit to Buyer in full within a reasonable period of time.

- C. In the event Buyer does not notify Seller in writing prior to the expiration of the Due Diligence Period that the condition of the Property is unacceptable to the Buyer, and Buyer, through no fault of Seller, fails to purchase the Property by the Closing Date provided for in Section 8 herein, the Deposit shall be forfeited to Seller.
7. Seller's Obligation to Close. 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. In the event that Seller elects to not sell the Property to Buyer through no fault of Buyer, the Deposit shall be returned to Buyer in its entirety.
8. Closing of Sale. Buyer and Seller intend to close the sale on or before close of business on January 31, 2017 (the "Closing Date"), with the actual time of Closing Date to be set by Seller. Notwithstanding this intention, Seller, at its sole discretion, may elect to extend the Closing Date by a reasonable period of time necessary to complete administrative actions required by the County. The sale shall be "Closed" when the Purchase Price has been paid in full and the Quitclaim Deed is recorded by the County.
9. Closing Costs; Prorates. Reserved.
10. Possession. Buyer shall be entitled to exclusive possession of the Property at the time the sale is Closed in accordance with Section 8 above.
11. General Provisions.
- A. Notices. Unless otherwise specified, any notice required or permitted in, or related to this Agreement, must be in writing and signed by the party to be bound. Any notice or payment will be deemed given when personally delivered, delivered by facsimile transmission with electronic confirmation of delivery, via electronic mail, or will be deemed given on the day following delivery of the notice by reputable overnight courier or through 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.
- B. The notice addresses are as follows:

FOR SELLER:  
Board of County Commissioners  
c/o Board Office Administrator  
230 Strand, Room 330  
St. Helens, OR 97051  
Phone No: 503-397-3839

FOR BUYER:  
Verum Pulchrum Bonum Domum, LLC  
Aidan Willis, Manager  
33354 Adam Ct.  
Scappoose, OR 97053  
Phone No: 503-957-0966  
Email: [awillis@wacproperties.com](mailto:awillis@wacproperties.com)



- C. County Realtor.
- i. Unless otherwise directed by the Seller, Buyer will coordinate its due diligence work with the County Realtor, who can be contacted at 503-397-3023 (phone), or bob@brokerbob.biz (email). The County Realtor will be notified in advance of all due diligence work to be completed on the Property. If Buyer requires entry to the buildings on the Property, the County Realtor will arrange for said entry, subject to reasonable advance notice of the required entry.
  - ii. The County Realtor will receive a five percent (5%) commission if the sale is Closed as provided for herein. N/A% of said commission is hereby assigned on net proceeds to N/A, the Buyer's Broker. The Seller will pay said commission fees directly to the County Realtor within a reasonable time period after the sale is Closed. The County Realtor is responsible for paying commission to Buyer's Broker, if any.
- D. Assignment. This Agreement is not assignable by the Parties.
- E. Attorney's Fees. In the event a suit, action, arbitration or other proceeding of any nature whatsoever to enforce or interpret this Agreement, the Parties shall be responsible for their respective costs and expenses, including attorney's fees. This paragraph shall survive Closing and shall not merge with the Quitclaim Deed.
- F. Exhibits. The following Exhibits are attached to this Agreement and incorporated within this Agreement: Exhibit A, Map; and Exhibit B, Quitclaim Deed.
- G. Buyer Representations and Warranties. Buyer 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) have 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/have) 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, 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. Miscellaneous. Time is of the essence of this Agreement. The electronic mail delivery or 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 electronic mail or 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 shall be binding upon and shall inure to the benefit of the Parties and their respective successor and assigns. The Parties represent, covenant and warrant 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. Furthermore, the Parties represent and warrant that they have taken all steps necessary to bind themselves to this Agreement.
- L. INTEGRATION, MODIFICATIONS, OR AMENDMENTS. THIS AGREEMENT, INCLUDING ITS EXHIBITS, CONTAINS THE ENTIRE AGREEMENT OF THE PARTIES WITH RESPECT TO THE PROPERTY AND SUPERSEDES ALL PRIOR WRITTEN AND ORAL NEGOTIATIONS AND AGREEMENTS WITH RESPECT TO THE PROPERTY. THE PARTIES TO THE AGREEMENT MUST APPROVE ANY MODIFICATIONS, CHANGES, ADDITIONS, OR DELETIONS TO THE AGREEMENT IN WRITING.
- M. 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."

**APPROVALS**

**FOR BUYER**

VERUM PULCHRUM BONUM DOMUM, LLC,  
an Oregon Limited Liability Company

By:   
Aidan Willis  
Its: Manager


Dated: 12/13/2017

Approved as to form:

By: 

**FOR COUNTY**

BOARD OF COUNTY COMMISSIONERS FOR  
COLUMBIA COUNTY, OREGON

By:   
Margaret Maprud, Chair

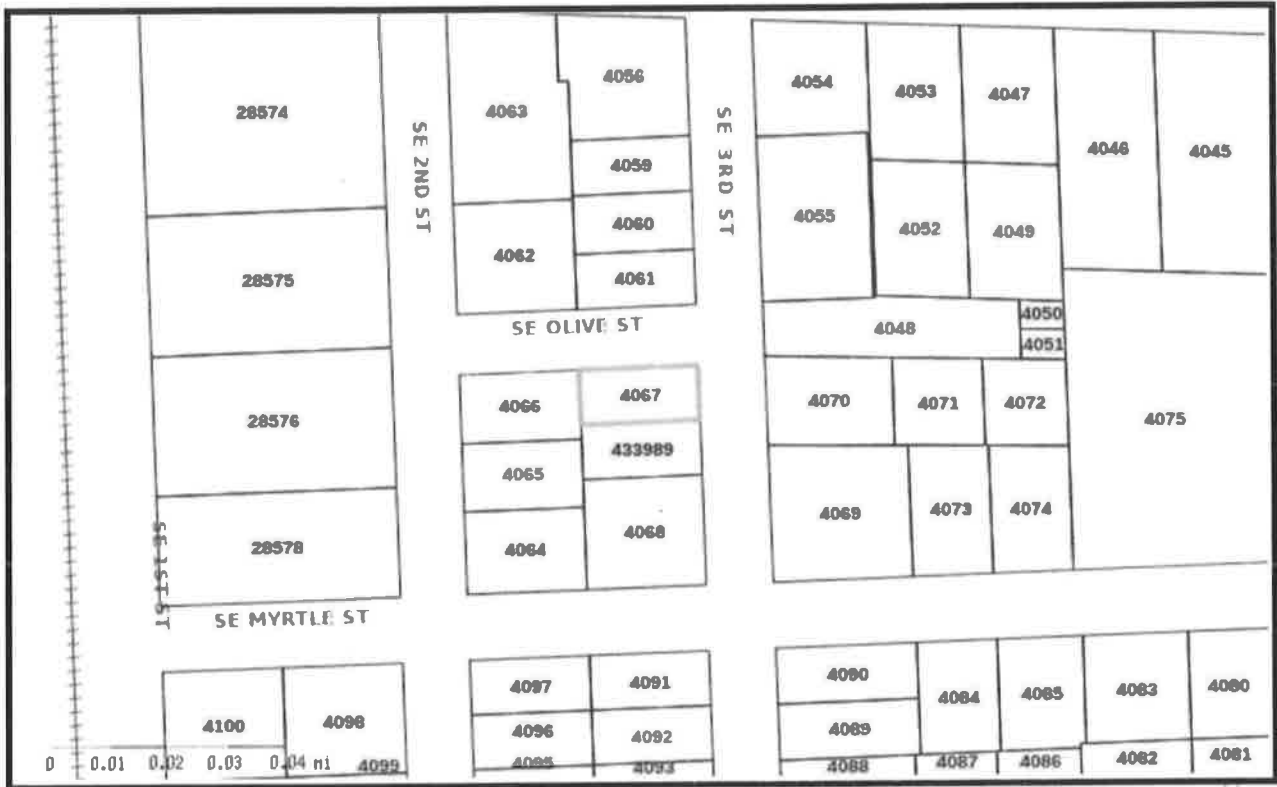
By:   
Henry Stimmiller, Commissioner

By: NOT Present  
Alex Tardif, Commissioner

Dated: 1/17/18

**EXHIBIT A**  
**Tax Account No. 4067**  
**Map**

**4067Map**



**EXHIBIT B**

**AFTER RECORDING, RETURN TO GRANTEE:**

Verum Pulchrum Bonum Domum, LLC  
Attn: Aidan Willis, Manager  
33354 Adam Ct.  
Scappoose, OR 97056

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

**QUITCLAIM DEED**

The **COUNTY OF COLUMBIA**, a political subdivision of the State of Oregon, hereinafter called Grantor, for the consideration hereinafter stated, does hereby release and quitclaim unto Verum Pulchrum Bonum Domum, LLC, hereinafter called Grantee, all right, title and interest in and to that certain parcel of real property identified in Columbia County records as Map ID No. 3N2W12-DB-02200 and Tax Account No. 4067, and more particularly described on Exhibit A hereto.

The true and actual consideration for this conveyance is \$35,145.00.

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

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

This conveyance is made pursuant to Board of County Commissioners Order No. \_\_\_\_\_ adopted on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and filed in Commissioners Journal at Book \_\_\_\_, Page \_\_\_\_.

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

IN WITNESS WHEREOF, the Grantor has executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

Approved as to form

By: \_\_\_\_\_  
Henry Heimuller, Chair

By: \_\_\_\_\_  
Office of County Counsel

STATE OF OREGON )  
                                  )  
County of Columbia )

ss.

ACKNOWLEDGMENT

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Henry Heimuller, Chair, Board of County Commissioners of Columbia County, Oregon, on behalf of which the instrument was executed.

\_\_\_\_\_  
Notary Public for Oregon

**EXHIBIT A**  
**Legal Description for Map ID No 3N2W12-DB-02200**  
**Tax Account No. 4067**

**13-083**

Lot 1, Block 2, Greenwood Addition to the City of Scappoose, in the City of Scappoose,  
Columbia County, Oregon.





**DEPARTMENT OF JUSTICE  
CRIME VICTIMS' SERVICES DIVISION**

**MEMORANDUM**

DATE: January 9, 2018  
TO: 2017-2019 VOCA and CFA Non-Competitive Grant Recipients  
FROM: CVSD Fund Coordinators

Attached is your agency's 2017-2019 VOCA and CFA Non-Competitive Grant Agreement. Please download the entire document and have your authorized official sign the following pages:

- The final page of the Grant Agreement;
- Exhibit A – Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters, and Drug-Free Workplace Requirements;
- Exhibit B – Standard Assurances;
- Exhibit C – Single Audit Certification Letter;
- Exhibit D – Certification of Compliance with Regulations, Office for Civil Rights, Office of Justice Programs for Subgrants issued by the Oregon Department of Justice; and
- Exhibit E – Victims of Crime Act Special Conditions.

Once the Grant Agreement and Exhibits are signed, if you haven't already please upload a copy of the entire signed Grant Agreement and Exhibits in the "Grantee Signed Grant Agreement" upload field on the "Grant Agreement Upload" page in your application in E-Grants and then **change the application status in CVSD E-Grants to "Application Accepted."**

Once the signed Grant Agreement and Exhibits have been uploaded in E-Grants, a copy of the Grant Agreement signed by both your authorized official and CVSD Director Shannon Sivell will be uploaded into E-Grants and the status of your application will be changed to "Grant Awarded." You will find the uploaded copy of your grant agreement under the "Agreement Upload" form on the Forms Menu of your application.

If you have any questions regarding this agreement please contact Terri Johnson, VOCA Grant Specialist, at 503-378-4578 or your CVSD Fund Coordinator.

**DEPARTMENT OF JUSTICE**  
Crime Victims' Services Division

**VICTIMS OF CRIME ACT  
CRIMINAL FINE ACCOUNT  
2017-2019 VOCA AND CFA NON-COMPETITIVE  
GRANT AWARD COVER SHEET**

<p><b>1. Grantee Name and Address:</b></p> <p align="center">Columbia County, acting by and through its District Attorney's Office 230 Strand Street, Room 328 St. Helens, OR 97051-2040</p> <p align="center">Contact Name: Mrs. Janice Faltersack Telephone: (503) 366-3914 E-mail: janice.faltersack@co.columbia.or.us</p>	<p><b>2. Special Conditions:</b> This grant Project is approved subject to such conditions or limitations as set forth the attached Grant Agreement.</p> <p><b>3. Statutory Authority for Grant:</b> <b>VOCA:</b> Federal Victims of Crime Act of 1984, as amended, 34 U.S.C. 20101 <i>et. seq.</i> and ORS 147.231 (1) <b>CFA:</b> ORS 147.227 and OAR 137-078-0000</p>
<p><b>4. Award Number:</b> VOCA/CFA-2017-ColumbiaCo.DAVAP-00010</p>	<p><b>5. Award Date:</b> October 1, 2017</p>
<p><b>6. Grantee Tax Identification Number:</b> 93-6002288</p>	<p><b>7. DUNS Number:</b> 094299625</p>
<p><b>8. Type of Party Receiving Funds:</b> <input checked="" type="checkbox"/> Subrecipient      <input type="checkbox"/> Contractor</p>	<p><b>8. Program Period:</b> October 1, 2017 – September 30, 2019</p>
<p><b>9. VOCA Category:</b> General Victim Assistance</p>	<p><b>10. Total VOCA Grant Award Amount / Match Amount:</b> \$178,712.76/ \$ 44,678.19</p>
<p><b>11. VOCA CFDA Number:</b>  CFDA 16-575</p>	<p><b>12. Total CFA Grant Award Amount:</b> Year 1 CFA Allocation:      \$ 32,962.00 Year 2 CFA Allocation:      \$ 32,962.00 Carry Over:                      \$ 2,728.15 Total CFA Award:              \$ 68,652.15</p> <p><b>13. Total CFA Payment Amounts:</b> Total CFA Allocation:      \$ 65,924.00 Offset (Unspent 2015-17):    \$ 0.00 Total CFA Payment:          \$ 65,924.00 Quarterly CFA Payments:    \$ 8,240.50</p>
<p><b>14. Indirect Cost Rate:</b> 10% de minimis</p>	<p><b>15. Total Federal Award Amount:</b> \$178,712.76</p>
<p><b>16. VOCA Annual Narrative Report:</b>  October 31, 2018 October 31, 2019 (final)</p>	<p><b>17. VOCA and CFA Financial &amp; Outcome Measures Reports, VOCA PMT Report, and CFA Statistical Report Due Dates:</b> January 31, 2018              January 31, 2019 April 30, 2018                April 30, 2019 July 20, 2018                 July 20, 2019 October 31, 2018             October 31, 2019 (final)</p>
<p>This award is contingent upon the Grantee agreeing to the terms of award for the grant entitled "2017-2019 VOCA and CFA Non-Competitive Grant Award". The grant agreement document must be signed by an authorized official in order to validate the acceptance of this award.</p>	

**OREGON DEPARTMENT OF JUSTICE  
VOCA AND CFA INTERGOVERNMENTAL GRANT AWARD**

**2017-2019 VOCA and CFA NON-COMPETITIVE GRANT AGREEMENT  
VOCA/CFA-2017-COLUMBIA Co.DAVAP-00010**

**BETWEEN:** State of Oregon, acting by and through its (Grantor)  
Department of Justice,  
1162 Court St. NE  
Salem, Oregon 97301-4096

**AND:** Columbia County, acting by and through its District Attorney's Office(Grantee)  
230 Strand Street, Room 328  
St. Helens, OR 97051-2040

**PROGRAM START DATE:** October 1, 2017

**SECTION 1  
LEGAL BASIS AND DESCRIPTION OF AWARD**

Section 1.01. Legal Basis of Award.

- (a) Pursuant to the federal Victims of Crime Act of 1984, as amended, 34 U.S.C. 20101 *et.seq.* (“VOCA”), and ORS 147.231, Grantor is authorized to enter into a grant agreement and to make an award, from funds received under VOCA, to Grantee for the purposes set forth herein.
- (b) Pursuant to ORS 137.143, a monetary obligation is imposed upon a convicted person. Those obligations are deposited into the Criminal Fine Account (“CFA”), and pursuant to ORS 147.227 (1), Grantor is authorized to enter into a Grant Agreement and to make an award, from funds in the Criminal Injuries Compensation Account that are received from the Criminal Fine Account, to Grantee for the purposes set forth herein.

Section 1.02. Agreement Parties. This Intergovernmental Grant Award Agreement, hereafter referred to as Agreement, is between the Grantor and the forenamed Grantee.

Section 1.03. Effective Date. When all parties have duly executed this Agreement, and all necessary approvals have been obtained, this Agreement shall be effective, and have a Project start date of October 1, 2017.

Section 1.04. Agreement Documents. This Agreement includes the following documents listed in descending order of precedence and incorporated into this Agreement. 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.

- (a) This Agreement without any Exhibits;
- (b) Exhibits A through E as described in Section 2.04 (d); and
- (c) Exhibit F.

This Agreement is also subject to the terms of the following documents, to the extent they do not conflict with the Agreement. In the event of a conflict between two or more of the following documents, the language in the document with the higher precedence shall control.

- (a) The most current versions of the VOCA Guidance available at [https://www.doj.state.or.us/wp-content/uploads/2017/09/voca\\_allowable\\_and\\_unallowable\\_costs\\_and\\_services.pdf](https://www.doj.state.or.us/wp-content/uploads/2017/09/voca_allowable_and_unallowable_costs_and_services.pdf) (“VOCA Guidance”).
- (b) The most current versions of the CFA Grant Management Handbook available at [https://www.doj.state.or.us/wp-content/uploads/2017/06/cfa\\_grant\\_management\\_handbook.pdf](https://www.doj.state.or.us/wp-content/uploads/2017/06/cfa_grant_management_handbook.pdf), (“CFA Grant Management Handbook”) and the VOCA Grant Management Handbook available at [https://www.doj.state.or.us/wp-content/uploads/2017/06/voca\\_grant\\_management\\_handbook.pdf](https://www.doj.state.or.us/wp-content/uploads/2017/06/voca_grant_management_handbook.pdf) (“VOCA Grant Management Handbook”).
- (c) 2017-2019 VOCA and CFA Non- Competitive Program Grant Request for Application and any Amendments ("VOCA and CFA RFA").
- (d) Grantee’s VOCA and CFA Application from the VOCA and CFA RFA to include the general information for all Grantees (Form A, Cover Page; Form B, Services Checklist, Form D, Staff Roster; Form E, Board of Directors Roster & Information; Form F, Volunteer Information; Form G, Crime Victim Compensation Information; Form H, Project Description; Form J, Coordination and Collaboration, Memorandum of Understanding, and Subcontracting; and Form L, Attachments to Upload), the Grantee’s VOCA Application as defined in Section 1.04 (e) herein, the Grantee’s CFA Application as defined in Section 1.04 (f) herein, and the Grantee’s VOCA Expansion Application, as appropriate and as defined in Section 1.04 (g) herein, are collectively referred to as the “Grantee’s VOCA and CFA Application.”
- (e) Grantee’s VOCA Application from the VOCA and CFA RFA to include the following and collectively referred to as “Grantee’s VOCA Application.”
  - (i) As appropriate, the organizational capacity to deliver services to underserved communities included in Underserved Funds (Form C of the Grantee’s VOCA and CFA Application);
  - (ii) As appropriate, the organizational capacity to earn program income (Form K of the Grantee’s VOCA and CFA Application); and
  - (iii) The budget forms, (Forms M-Q of the Grantee’s VOCA and CFA Application, the “VOCA Budget”).
- (f) Grantee’s CFA Application from the VOCA and CFA RFA to include the following and collectively referred to as “Grantee’s CFA Application.”
  - (i) The Grantee’s policies and procedures included in the Policies and Procedures Narrative (Form I of the Grantee’s VOCA and CFA Application);
  - (ii) As appropriate, the organizational capacity to deliver services to underserved communities included in Underserved Funds (Form C of the Grantee’s VOCA and CFA Application); and
  - (iii) The budget forms, (Forms M, N, O and Q of the Grantee’s VOCA and CFA Application, the “CFA Budget”).
- (g) As appropriate, Grantee’s VOCA Expansion Application from the VOCA and CFA RFA to include the following and collectively referred to as “Grantee’s VOCA Expansion Application.”
  - (i) The Grantee’s VOCA Expansion Project Description (Form R of the Grantee’s VOCA and CFA Application);

- (ii) The Grantee’s Memorandum of Understanding and Contractual Services agreements, as appropriate (Form S of the Grantee’s VOCA and CFA Application);
- (iii) As appropriate, the organizational capacity to deliver services to underserved communities included in Underserved Funds (Form C of the Grantee’s VOCA and CFA Application);
- (iv) As appropriate, the organizational capacity to earn program income (Form K of the Grantee’s VOCA and CFA Application);
- (v) The budget forms, (Forms T-X of the Grantee’s VOCA and CFA Application, the “CFA Budget”).

Section 1.05. Requirements for Pass-Through Entities. Information required by 2 CFR 200.331 for pass-through entities to include on all subawards is contained herein or available for VOCA at: [https://justice.oregon.gov/crime-victims/pdf/voca\\_pass\\_through\\_agreement\\_requirements.pdf](https://justice.oregon.gov/crime-victims/pdf/voca_pass_through_agreement_requirements.pdf).

## SECTION 2 GRANT AWARD

Section 2.01. Grant. In accordance with the terms and conditions of this Agreement, Grantor shall provide Grantee maximum not-to-exceed amount of **\$244,636.76**, which accounts for recovery of unspent funds (the “Grant”), from the Fund(s) in the category(ies) outlined below to financially support and assist Grantee’s implementation of the Grantee’s VOCA Application, as described in Section 1.04(e), the Grantee’s CFA Application, as described in Section 1.04(f), and the Grantee’s VOCA Expansion Application, as appropriate and as described in Section 1.04 (g), from the Grantee’s VOCA and CFA Application, all of which are incorporated herein by this reference and collectively referred to as the “Project”.

Fund	Category	Year 1 Funds Allocated	Year 2 Funds Allocated	Offset – Unspent 2015-17	Total Maximum Funds
VOCA	GEN	\$ 64,396.00	\$ 64,396.00	N/A	\$128,792.00
VOCA Expansion	GEN	\$ 24,175.53	\$ 25,745.23	N/A	\$ 49,920.76
CFA	N/A	\$ 32,962.00	\$ 32,962.00	\$ 0.00	\$ 65,924.00

Section 2.02. Grant Award. In accordance with the terms and conditions of this Agreement, Grantee shall implement the VOCA, CFA and Expansion as described in the Project.

Section 2.03. Disbursement of Grant Money. Subject to Sections 2.04, 2.05, and 2.06, Grantor shall disburse the Grant money to Grantee as follows:

- (a) For VOCA funds, disbursements shall be on a quarterly eligible expense reimbursement basis after this Agreement is fully executed by all necessary parties and all required approvals, if any, obtained and when Grantor has received from Grantee a quarterly financial report (as described in Section 5.07) appropriately describing the expenses for which the reimbursement is claimed until the earlier of (i) the entire Grant amount has been disbursed, (ii) the Availability Termination Date as defined in Section 2.06 or (iii) this Agreement terminates as provided herein.
- (b) For CFA funds, the first installment shall be disbursed as soon as practicable after this Agreement is fully executed by all necessary parties and all required approvals, if any, obtained. Thereafter the Grant shall be disbursed in amounts to be determined by Grantor on or about each following

January 31, April 30, July 31, October 31 until the earlier of (i) the entire Grant amount has been disbursed, (ii) the Availability Termination Date as defined in Section 2.06 or (iii) this Agreement terminates as provided herein.

Section 2.04. Conditions Precedent to Each Disbursement. Grantor's obligation to disburse Grant money to Grantee pursuant to Section 2.03 is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- (a) Grantor has received sufficient funds under VOCA, CFA and the Criminal Injuries Compensation Account to allow the Grantor, in the reasonable exercise of its administrative discretion, to make the disbursement;
- (b) Grantor, the CFA and the Criminal Injuries Compensation Account has each received sufficient funding, appropriations, limitations, allotments and other expenditure authorizations to allow Grantor, in the reasonable exercise of its administrative discretion, to make the disbursement;
- (c) Grantor has received a copy of the Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters, and Drug-Free Workplace Requirements; Standard Assurances; Single Audit Certification Letter; Certification of Compliance with Regulations, Office for Civil Rights, Office of Justice Programs for Subgrants Issued by the Oregon Department of Justice; Victims of Crime Act Special Conditions; and Subcontractor Insurance Requirements, all in the form attached hereto as **Exhibits A - F** respectively, and incorporated herein by this reference, duly executed and delivered on behalf of Grantee by an authorized official of Grantee;
- (d) Grantee certifies insurance coverage is in full force for the duration of this Agreement;
- (e) If Grantee expends \$750,000 or more in federal funds from all sources in a fiscal year beginning December 26, 2014 or later, Grantee has submitted the most recent single organization-wide audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F;
- (f) If Grantee agency does not claim an exemption from the EEOP requirement (Grantee is an educational, medical or non-profit institution or an Indian Tribe; or Grantee has less than 50 employees; or Grantee was awarded less than \$25,000 in federal U.S. Department of Justice funds), Grantee has prepared, maintained on file, submitted to the Office for Civil Rights for review (if receiving a single award of \$500,000 or more), and implemented an EEOP;
- (g) Grantee is current in all reporting requirements of all active or prior VOCA grants including, but not limited to:
  - (i) Grantor has received from Grantee a quarterly financial report as described in Section 5.07 appropriately describing the expenses for which the reimbursement is claimed;
  - (ii) Grantor has received the completed Annual VOCA Narrative Report as described in in Section 5.07; and
  - (iii) Grantor has received the completed quarterly VOCA Performance Measurement Tool Report and the Client Feedback Form and Outcome Measure Report as described in in Section 5.07.
- (h) Grantee is current in all reporting requirements of all active or prior CFA grants, including, but not limited to:
  - (i) Grantor has received from Grantee a quarterly financial report as described in Section 5.07 appropriately describing the expenses for the reporting period; and

(ii) Grantor has received from Grantee the completed CFA quarterly statistical reports as described in Section 5.07 and in the most recent version of the CFA Grant Management Handbook.

(j) No default as described in Section 6.03 has occurred; and

(k) Grantee's representations and warranties set forth in Section 4 are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

Section 2.05. Supplemental Grant Agreement Conditions. If Grantee fails to satisfy any of the following conditions, Grantor may withhold disbursement:

Upload Statement of Compliance with required initials

Section 2.06. Grant Availability Termination. The availability of Grant money under this Agreement and Grantor's obligation to disburse Grant money pursuant to Section 2.03 shall end on **September 30, 2019** (the "Availability Termination Date"). Grantor will not disburse any Grant money after the Availability Termination Date. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate when Grantor accepts Grantee's completed reports, as described in Section 5.07, or on **September 30, 2019**, whichever date occurs first, exclusive of financial and narrative reports which are due no later than 30 days after the Availability Termination Date. Agreement termination shall not extinguish or prejudice Grantor's right to enforce this Agreement with respect to any default by Grantee that has not been cured.

### **SECTION 3 USES OF GRANT**

Section 3.01. Eligible Uses of Grant. Grantee's use of the Grant money is limited to those expenditures necessary to implement the Project and that are eligible under applicable federal and State of Oregon law, and as described in the most recent versions of the VOCA Guidance and the CFA Grant Management Handbook. Furthermore, Grantee's expenditure of Grant money must be in accordance with the Project budget and narrative (the "Budget") set forth in the Grantee's VOCA Application and Grantee's CFA Application.

Section 3.02. Ineligible Uses of Grant. Notwithstanding Section 3.01, Grantee shall not use the Grant money for (i) indirect costs defined in 2 CFR 200.56 in excess of a federally-approved Negotiated Indirect Cost Rate, or in excess of ten percent (10%) if Grantee does not have a federally approved Negotiated Indirect Cost Rate, (ii) unallowable costs as listed in 2 CFR Part 200 and OAR 137-078-0041 (2)(a), (iii) to provide services to persons other than those described in Section 5.15(a), (iv) for any purpose prohibited by any provision of this Agreement, or (v) to retire any debt or to reimburse any person or entity for expenditures made or expenses incurred prior to the date of this Agreement. A detailed list of unallowable costs can be found in the most recent versions of the VOCA Guidance and the CFA Grant Management Handbook.

Section 3.03. Unexpended Grant Money. Any VOCA Grant money disbursed to Grantee, or any interest earned by Grantee on the VOCA Grant money, that is not expended by Grantee in accordance with this Agreement by the earlier of the Availability Termination Date or the date this Agreement is terminated shall be returned to Grantor. Grantee may, at its option, satisfy its obligation to return unexpended VOCA funds under this Section 3.03 by paying to Grantor the amount of unexpended funds or permitting Grantor to recover the amount of the unexpended funds from future payments to Grantee from Grantor. If Grantee fails to return the amount of the unexpended VOCA funds within fifteen (15) days after the earlier of the Availability Termination Date or the date this Agreement is terminated, Grantee shall be deemed to have elected the deduction option and Grantor may deduct the amount demanded from any future payment from Grantor to Grantee, including but not limited to, any payment to Grantee from



Grantor under this Agreement and any payment to Grantee from Grantor under any contract or agreement, present or future, between Grantor and Grantee.

If any CFA Grant money disbursed to Grantee, or any interest earned by Grantee on the CFA Grant money, is not expended by Grantee in accordance with this Agreement by the earlier of the Availability Termination Date or the date this Agreement is terminated, then at Grantor's discretion: (i) Grantee may retain a portion or all of such money with a demonstration satisfactory to Grantor of how it will be incorporated into the new fiscal year program or used in a subsequent grant award, or (ii) some or all of the unexpended CFA Grant money shall be returned to Grantor. Grantee may, at its option, satisfy its obligation to return unexpended CFA funds under this Section 3.03 by paying to Grantor the amount of unexpended funds or permitting Grantor to recover the amount of the unexpended funds from future payments to Grantee from Grantor.

#### **SECTION 4 GRANTEE'S REPRESENTATIONS AND WARRANTIES**

Grantee represents and warrants to Grantor as follows:

Section 4.01. Existence and Power. Grantee is a political subdivision of the State of Oregon. Grantee has full power and authority to transact the business in which it is engaged and full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.

Section 4.02. Authority, No Contravention. The making and performance by Grantee of this Agreement (a) have been duly authorized by all necessary action of Grantee, (b) do not and will not violate any provision of any applicable law, rule, or regulation or order of any court, regulatory commission, board or other administrative agency, or any provision of Grantee's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties are bound or affected.

Section 4.03. Binding Obligation. This Agreement has been duly authorized, executed and delivered on behalf of Grantee and constitutes the legal, valid, and binding obligation of Grantee, enforceable in accordance with its terms.

Section 4.04. Approvals. No authorization, consent, license, approval of, filing or registration with, or notification to, any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement.

#### **SECTION 5 GRANTEE'S AGREEMENTS**

Section 5.01. Project Commencement. Grantee shall cause the Project to be operational no later than 60 days from the date of this Agreement. If the Project is not operational by that date, Grantee must submit a letter to Grantor describing steps taken to initiate the Project, reasons for delay, and the expected Project starting date. If the Project is not operational within 90 days of the date of this Agreement, the Grantee must submit a second letter explaining the additional delay in implementation, and the Grantor may, after reviewing the circumstances, consider the Grantee in default in accordance with Section 6.03 and may terminate the Agreement in accordance with Section 6.02.

Section 5.02. Project Completion. Grantee shall complete the Project no later than **September 30, 2019** provided, however, that if the full amount of the Grant is not available because one or both of the conditions set forth in Sections 2.04 (a) and (b) are not satisfied, Grantee shall not be required to complete the Project.

Section 5.03. Federal Assurances and Certifications. Grantee will comply with all of the federal requirements, including, but not limited to, those set forth in Exhibits A – E (Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements; Standard Assurances; Single Audit Certification Letter; Certification of Compliance with Regulations, Office for Civil Rights, Office of Justice Programs for Subgrants Issued by the Oregon Department of Justice; and Victims of Crime Act Special Conditions) attached hereto.

Section 5.04. Civil Rights and Victim Services.

- (a) Grantee shall collect and maintain statutorily required civil rights statistics on victim services as described in the most recent version of the VOCA Grant Management Handbook.
- (b) Grantee shall comply with the following Oregon Department of Justice, Crime Victims' Services Division ("CVSD") policies for addressing discrimination complaints,
  - (i) *Procedures for Responding to Discrimination Complaints from Employees of the Oregon Department of Justice, Crime Victims' Services Division's Subrecipients under U.S. Department of Justice Grant Programs*, available at [https://justice.oregon.gov/crime-victims/pdf/civil\\_rights\\_complaints\\_employees.pdf](https://justice.oregon.gov/crime-victims/pdf/civil_rights_complaints_employees.pdf); and
  - (ii) *Procedures for Responding to Discrimination Complaints from Clients, Customers, Program Participants, or Consumers of the Oregon Department of Justice, Crime Victims' Services Division and the Oregon Department of Justice, Crime Victims' Services Division Subrecipients* available at [https://justice.oregon.gov/crime-victims/pdf/civil\\_rights\\_complaints\\_participants.pdf](https://justice.oregon.gov/crime-victims/pdf/civil_rights_complaints_participants.pdf).
- (c) Grantee shall complete and certify completion of civil rights training as described under Training on CVSD Civil Rights Requirements web page available at <https://www.doj.state.or.us/crime-victims/for-grantees/civil-rights-requirements>. Grantee shall conduct periodic training to Grantee employees on the procedures set forth in the policies referenced in subsection (b) of this Section.
- (d) Grantee shall prominently display at locations open to the public and shall include on publications, websites, posters and informational materials a notification that Grantee is prohibited from discriminating on the basis of race, color, national origin, religion, sex, age or disability and the procedures for filing a complaint of discrimination as described in the "Civil Rights Fact Sheet" developed by CVSD and available at [https://justice.oregon.gov/crime-victims/pdf/civil\\_rights\\_fact\\_sheet.pdf](https://justice.oregon.gov/crime-victims/pdf/civil_rights_fact_sheet.pdf).

Section 5.05. Volunteers. Grantee organization will use volunteers in implementation of the VOCA Project unless a waiver has been obtained from CVSD.

Section 5.06. Training Requirements.

- (a) Grantee shall ensure that grant-funded direct service staff, volunteers and members of the board of directors, or governing body or designated leaders with direct responsibility for domestic violence and sexual assault programs attend training that meets the requirements adopted by the Department of Human Services ("DHS") Advisory Committee: [https://justice.oregon.gov/crime-victims/pdf/cvsd\\_dvsa\\_training\\_requirements.pdf](https://justice.oregon.gov/crime-victims/pdf/cvsd_dvsa_training_requirements.pdf). The recommended training format is group training, but Grantees may choose to use the Oregon Coalition Against Domestic & Sexual Violence (OCADSV) web-based advocacy training course to supplement in-person training: <http://www.ocadsv.org/resources/online-core-advocacy-training>.

- (b) Grantee shall ensure that grant-funded staff providing direct services in City and County Government-based agencies, Child Abuse Intervention Centers, and Special Population organizations attends the Oregon Basic State Victim Assistance Academy (SVAA) training: [http://law.lclark.edu/centers/national\\_crime\\_victim\\_law\\_institute/projects/OR\\_SVAA/](http://law.lclark.edu/centers/national_crime_victim_law_institute/projects/OR_SVAA/). Child Abuse Intervention Centers and Special Population organizations may alternatively submit a 40-hour training plan for CVSD approval that covers topics relevant to the grant-funded staff position(s), which may be from SVAA, DHS Advisory Committee adopted training requirements described in subsection (a) of this Section, VAT *Online* described in subsection (c) of this Section, and additional population-specific topics.
- (c) Volunteers and interns providing grant-funded direct services in City and County Government-based agencies, Child Abuse Intervention Centers, and Special Population organizations are required to successfully complete the Office for Victims of Crime (OVC) Victims Assistance Training *Online* (VAT *Online*) or a training program that minimally covers the topics included in VAT *Online*: [https://www.ovcttac.gov/views/TrainingMaterials/dspOnline\\_VATOnline.cfm](https://www.ovcttac.gov/views/TrainingMaterials/dspOnline_VATOnline.cfm). Alternatively, Child Abuse Intervention Centers and Special Population organizations may submit a training plan for CVSD approval that covers topics relevant to volunteer position(s), which may be from VAT *Online*, DHS Advisory Committee adopted training requirements described in subsection (a) of this Section, SVAA described in subsection (b) of this Section, and additional population-specific topics.
- (d) Grant-funded staff providing direct services is encouraged to attend the CVSD-sponsored Crime Victims Compensation Training at least once every four years.
- (e) Grantee shall notify the CVSD when any staff training is completed by updating the Staff Roster in the CVSD web-based grant application and reporting system (“CVSD E-Grants”). Grantee shall document training completed by volunteers, interns and members of the board of directors, or governing body or designated leaders.
- (f) Grantee shall attend all appropriate CVSD-sponsored training unless specific written permission excusing attendance has been obtained from CVSD.

#### Section 5.07. Reporting Requirements.

- (a) Grantee shall submit the following reports as described in the VOCA Grant Management Handbook:
  - (i) Quarterly Financial Reports. No later than 30 days after the end of the calendar quarters ending December 31, March 31, and September 30, and no later than July 20 for the calendar quarter ending June 30, Grantee shall provide Grantor with quarterly financial reports.
  - (ii) Quarterly Performance Measurement Tool Reports. No later than 30 days after the end of the calendar quarters ending December 31, March 31, and September 30, and no later than July 20 for the calendar quarter ending June 30, Grantee shall provide Grantor with quarterly performance measurement tool reports.
  - (iii) Annual Narrative Reports. No later than 31 days after the end of each calendar quarter ending September 30, Grantee shall prepare and submit to Grantor an Annual Narrative Report covering the reporting period just ended from October 1 through September 30.
  - (iv) Quarterly Client Feedback Form and Outcome Measure Report. Grantee agrees to distribute a client feedback form to all victims served by the Project, as deemed appropriate by the Project. The client feedback form must include the three (3) CVSD Common Outcome

Measures as designated by the Grantor in the most recent version of the VOCA Grant Management Handbook as well as collect other data as requested by CVSD. Grantee shall encourage return of the client feedback form with a survey completion and return rate goal of at least 10%. Grantee must report on the responses quarterly no later than 30 days after the end of the calendar quarters ending December 31, March 31, and September 30, and no later than July 20 for the calendar quarter ending June 30.

(b) Grantee shall submit the following reports as described in the CFA Grant Management Handbook:

- (i) Quarterly Financial Reports. No later than 30 days after the end of the calendar quarters ending, September 30, December 31, March 31, and no later than July 20 for the calendar quarters ending June 30, Grantee shall submit through CVSD E-Grants to Grantor quarterly financial reports.
- (ii) Quarterly Statistical Reports. No later than 31 days after the end of the calendar quarters ending September 30, December 31, March 31, and no later than July 20 for the calendar quarters ending June 30, Grantee shall prepare and submit through CVSD E-Grants to Grantor quarterly statistical reports.
- (iii) Quarterly Client Feedback Form and Outcome Measure Report. Grantee agrees to distribute a client feedback form to all victims served by the Project, as deemed appropriate by the Project. The client feedback form must include the three (3) CVSD Common Outcome Measures as designated by the Grantor in the most recent version of the CFA Grant Management Handbook as well as collect other data as requested by CVSD. Grantee shall encourage return of the client feedback form with a survey completion and return rate goal of at least 10%. Grantee must report on the responses quarterly no later than 30 days after the end of the calendar quarters ending December 31, March 31, and September 30, and no later than July 20 for the calendar quarter ending June 30.

Section 5.08. Procurement Standards. Grantee shall follow the same policies and procedures it uses for procurement from any other state or federal funds. Grantee shall use its own procurement procedures and regulations, provided that the procurement conforms to applicable federal and state law and standards as noted in 2 CFR 200.317 through 2 CFR 200.326.

Section 5.09. VOCA Matching Funds. Grantee shall obtain and expend VOCA Project matching funds as identified in the Budget and Narrative. Grantee is required to provide matching funds equal to 25% of the VOCA Grant funds received unless a match waiver has been requested and approved.

Section 5.10. Nondisclosure of Confidential or Private Information. In order to ensure the safety of adult, youth, and child victims of domestic violence, dating violence, sexual assault and their families, or stalking, Grantee shall protect the confidentiality and privacy of persons receiving services.

- (a) The term “personally identifying information”, “individual information”, or “personal information” means individually identifying information for or about an individual victim of domestic violence, dating violence, sexual assault, or stalking, including (1) a first and last name; (2) a home or other physical address; (3) contact information (including a postal, e-mail or Internet protocol address, or telephone or facsimile number); (4) a social security number; and (5) any other information, including date of birth, racial or ethnic background, or religious affiliation, that, in combination with any other non-personally identifying information would serve to identify any individual.

- (b) Grantee may share (1) non-personally identifying data in the aggregate regarding services to their clients and non-personally identifying information in order to comply with Federal, State, tribal, or territorial reporting, evaluation, or data collection requirements; (2) court-generated information and law-enforcement generated information contained in secure, governmental registries for protection order enforcement purposes; and (3) law-enforcement and prosecution-generated information necessary for law enforcement and prosecution purposes.
- (c) Grantee shall not disclose any personally identifying information or individual information collected in connection with services requested, utilized, or denied through Grantee's programs, regardless of whether the information has been encoded, encrypted, hashed or otherwise protected. This applies to:
  - (i) Information being requested for a Federal, State, tribal, or territorial grant program; and
  - (ii) Disclosure from the Grantee's organization, agency, or government, including victim and non-victim services divisions or components and leadership of the organization, agency or government; and
  - (iii) Disclosure from victim services divisions or components of an organization, agency, or government to the leadership of the organization, agency, or government (e.g., executive director or chief executive). Such executive shall have access without releases only in extraordinary and rare circumstances. Such circumstances do not include routine monitoring and supervision.
- (d) Personally identifying information or individual information collected in connection with services requested, utilized, or denied through Grantee's programs may not be released except under the following circumstances:
  - (i) The victim signs a release as provided below;
  - (ii) Release is compelled by statutory mandate, which includes mandatory child abuse reporting laws;
  - (iii) Release is compelled by court mandate, which includes a legal mandate created by case law, such as a common-law duty to warn; and
- (e) Victim releases must meet the following criteria:
  - (i) Releases must be informed, written, reasonably time-limited. Grantee may not use a blanket release and must specify the scope and limited circumstances of any disclosure. At a minimum, Grantee must: discuss with the victim why the information might be shared, who would have access to the information, and what information could be shared under the release; reach agreement with the victim about what information would be shared and with whom; and record the agreement about the scope of the release. A release must specify the duration for which information may be shared. The reasonableness of this time period will depend on the specific situation.
  - (ii) Grantee may not require consent to release of information as a condition of service.
  - (iii) Releases must be signed by the victim unless the victim is a minor who lacks the capacity to consent to release or is a legally incapacitated person and has a court-appointed guardian. Except as provided in paragraph (c)(iv) of this section, in the case of an unemancipated minor, the release must be signed by the minor and a parent or guardian; in the case of a

legally incapacitated person, it must be signed by a legally-appointed guardian. Consent may not be given by the abuser of the minor or incapacitated person or the abuser of the other parent of the minor. If a minor is incapable of knowingly consenting, the parent or guardian may provide consent. If a parent or guardian consents for a minor, the grantee or subgrantee should attempt to notify the minor as appropriate.

- (iv) If the minor or person with a legally appointed guardian is permitted by law to receive services without the parent's or guardian's consent, the minor or person with a guardian may consent to release information without additional consent.
- (f) If release of information described in the previous paragraph is compelled by statutory or court mandate, Grantee shall make reasonable attempts to provide notice to victims affected by the disclosure of information; and Grantee shall take steps necessary to protect the privacy and safety of the persons affected by the release of the information.
- (g) Fatality reviews. Grantee may share personally identifying information or individual information that is collected as described in paragraph (a) of this section about deceased victims being sought for a fatality review to the extent permitted by their jurisdiction's law and only if the following conditions are met:
  - (i) The underlying objectives of the fatality review are to prevent future deaths, enhance victim safety, and increase offender accountability;
  - (ii) The fatality review includes policies and protocols to protect identifying information, including identifying information about the victim's children, from further release outside the fatality review team;
  - (iii) The Grantee makes a reasonable effort to get a release from the victim's personal representative (if one has been appointed) and from any surviving minor children or the guardian of such children (but not if the guardian is the abuser of the deceased parent), if the children are not capable of knowingly consenting; and
  - (iv) The information released is limited to that which is necessary for the purposes of the fatality review.
- (h) Inadvertent release. Grantee is responsible for taking reasonable efforts to prevent inadvertent releases of personally identifying information or individual information that is collected as described in paragraph (a) of this section.
- (i) Grantee shall notify the Department promptly after receiving a request from the media for information regarding a recipient of services funded with Grant money.

Section 5.11. Criminal History Verification. Grantee shall obtain a criminal history record check on any employee, potential employee or volunteer working with victims of crime as follows:

- (a) By having the applicant as a condition of employment or volunteer service, apply for and receive a criminal history check from a local Oregon State Police Office and furnish a copy thereof to Grantee; or
- (b) As the employer, by contacting a local Oregon State Police office for an "Oregon only" criminal history check on the applicant/employee/volunteer; or

- (c) By use of another method of criminal history verification that is at least as comprehensive as those described in sections (a) and (b) above.

A criminal record check will indicate convictions of child abuse, offenses against persons, sexual offenses, child neglect, or any other offense bearing a substantial relation to the qualifications, functions or duties of an employee or volunteer scheduled to work with victims of crime.

Grantee shall develop a policy or procedures to review criminal arrests or convictions of employees, applicants or volunteers. The review will examine: (1) the severity and nature of the crime; (2) the number of criminal offenses; (3) the time elapsed since commission of the crime; (4) the circumstances surrounding the crime; (5) the subject individual's participation in counseling, therapy, education or employment evidencing rehabilitation or a change in behavior; and (6) the police or arrest report confirming the subject individual's explanation of the crime.

Grantee shall determine after receiving the criminal history check whether the employee, potential employee or volunteer has been convicted of one of the crimes described in this Section, and whether based upon the conviction the person poses a risk to working safely with victims of crime. If Grantee intends to hire or retain the employee, potential employee or volunteer, Grantee shall confirm in writing the reasons for hiring or retaining the individual. These reasons shall address how the applicant/employee/volunteer is presently suitable or able to work with victims of crime in a safe and trustworthy manner, based on the policy or procedure described in the preceding paragraph of this Section. Grantee will place this explanation, along with the applicant/employee/ volunteer's criminal history check, in the employee/volunteer personnel file for permanent retention.

#### Section 5.12. Maintenance, Retention and Access to Records; Audits.

- (a) Maintenance and Retention of Records. Grantee agrees to maintain accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP) and the standards of the Office of the Chief Financial Officer ("OCFO") set forth in the most recent version of the Office of Justice Programs ("OJP") DOJ Grants Financial Guide, including 2 CFR Part 200, subpart F (if applicable), and 2 CFR Part 2800. All financial records, supporting documents, statistical records and all other records pertinent to this grant or agreements under this Grant shall be retained by the Grantee for a minimum of six years following termination or expiration of this Agreement for purposes of State of Oregon or federal examination and audit provided, however, that if there is any audit issue, dispute, claim or litigation relating to this Agreement or the Grant, Grantee shall retain and keep accessible the books of account and records until the audit issue, dispute, claim or litigation has been finally concluded or resolved. It is the responsibility of the Grantee to obtain a copy of the DOJ Grants Financial Guide from the OCFO available at <https://ojp.gov/financialguide/DOJ/index.htm> and apprise itself of all rules and regulations set forth.
- (b) Access to Records. Oregon Department of Justice/CVSD, Oregon Secretary of State, the Office of the Comptroller, the General Accounting Office ("GAO") or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of Grantee and any contractors or subcontractors of Grantee, which are pertinent to the Grant, in order to make audits, examinations, excerpts, and transcripts. The right of access is not limited to the required retention period but shall last as long as the records are retained.
- (c) Audits. Grantee shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law. If Grantee expends \$750,000 or more in federal funds (from all sources) in its fiscal year, Grantee shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR



Part 200, subpart F. Copies (electronic or URL address) of all audits must be submitted to CVSD within 30 days of completion. If Grantee expends less \$750,000 in its fiscal, Grantee is exempt from federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in subsection (b) of this Section.

- (d) Audit Costs. Audit costs for audits not required in accordance with 2 CFR Part 200, subpart F are unallowable. If Grantee did not expend \$750,000 or more in federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to this Grant.

Section 5.13. Compliance with Laws. Grantee shall comply with (and when required cause its subgrantees to comply with) all applicable federal, state, and local laws, regulations, executive orders and ordinances related to expenditure of the Grant money and the activities financed with the Grant money. Without limiting the generality of the foregoing, Grantee expressly agrees to comply with:

- (a) **Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq.** (prohibiting discrimination in programs or activities on the basis of race, color, and national origin) and the **Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. §3789d(c)(1)** (prohibiting discrimination in employment practices or in programs and activities on the basis of race, color, religion, national origin, age, disability, and sex in the delivery of services).
- (i) These laws prohibit discrimination on the basis of race, color, religion, national origin, age, disability, and sex in the delivery of services.
- (ii) In the event a federal or state court, or a federal or state administrative agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, national origin, sex, age, or disability against the Grantee, the Grantee shall forward a copy of the finding to the Oregon Department of Justice, CVSD, 1162 Court Street N.E., Salem, OR 97301-4096 and the Office for Civil Rights, OJP, U.S.D.O.J. 810 7<sup>th</sup> Street N.W., Washington D.C. 20531.
- (b) **Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 et. Seq.** (prohibiting discrimination in employment practices or in programs and activities on the basis of disability).
- (c) **Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131** and ORS 659.425 (prohibiting discrimination in services, programs, and activities on the basis of disability), the **Age Discrimination Act of 1975, 42 U.S.C. § 6101-07** (prohibiting discrimination in programs and activities on the basis of age); and **Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681 et. seq.** (prohibiting discrimination in educational programs or activities on the basis of gender); as well as all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws prohibit discrimination on the basis of race, color, religion, national origin and sex in the delivery of services. In the event a federal or state court, or a federal or state administrative agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, national origin, sex, age, or disability, against the Grantee, the Grantee shall forward a copy of the finding to the Oregon Department of Justice, Crime Victims' Services Division, 1162 Court Street N.E., Salem, Oregon 97301-4096.
- (d) The **Federal Funding Accountability and Transparency Act (FFATA) of 2006**, which provisions include, but may not be limited to, a requirement for Grantee to have a Data Universal Numbering System (DUNS) number and maintain a current registration in the System for Award Management (SAM) database.

- (e) **Services to Limited English-Proficient Persons (LEP)** which includes national origin discrimination on the basis of limited English proficiency. Grantee is required to take reasonable steps to ensure that LEP persons have meaningful access to its programs. Meaningful access may entail providing language assistance services, including interpretation and translation services, where necessary. Grantee is encouraged to consider the need for language services for LEP persons served or encountered both in developing its proposals and budgets and in conducting its programs and activities. Reasonable costs associated with providing meaningful access for LEP individuals are considered allowable program costs. The U.S. Department of Justice (USDOJ) has issued guidance for grantees to assist them in complying with Title VI requirements. The guidance document can be accessed on the Internet at [www.lep.gov](http://www.lep.gov).
- (f) **Equal Treatment for Faith-Based and Community Organizations**, codified at 28 C.F.R. Part 38, and Executive Order 13279, regarding Equal Protection of the Laws for Faith-Based and Community Organizations (ensuring equal treatment for faith-based organizations and non-discrimination of beneficiaries on the basis of religious belief) ensures that no organization will be discriminated against in a USDOJ funded program on the basis of religion and that services are available to all regardless of religion. Executive Order 13279 ensures a level playing field for the participation of faith-based organizations as well as other community organizations.
- (g) All regulations and administrative rules established pursuant to the foregoing laws, and other regulations as provided at <https://ojp.gov/funding/Explore/SolicitationRequirements/index.htm>.
- (h) The **Uniform Administrative Requirements, Cost Principles, and Audit Requirements** in 2 CFR Part 200, as adopted and supplemented by the United States Department of Justice in 2 CFR Part 2800.
- (i) Further, Grantee shall not retaliate against any individual for taking action or participating in action to secure rights protected by these laws and agrees to report any complaints, lawsuits, or findings from a federal or state court or a federal or state administrative agency to the Oregon Department of Justice, CVSD, 1162 Court Street N.E., Salem, OR 97301-4096 and the Office for Civil Rights, OJP, U.S.D.O.J. 810 7<sup>th</sup> Street N.W., Washington D.C. 20531.

Section 5.14. VOCA Eligibility Requirements. Grantee will comply with the federal eligibility criteria established by VOCA and the Office of Justice Programs Financial Guide in order to receive VOCA funds as described in the Grantee's VOCA Application.

Section 5.15. Assurances. The Grantee assures that it will:

- (a) Utilize Grant funds only to provide authorized services to victims of crime;
- (b) Obtain prior approval from the Oregon Department of Justice, CVSD for:
  1. Movement of funds that total more than \$1,000 in the Personnel, Services and Supplies, or Other Services categories; OR
  2. To add a budget category or line item that did not exist in the original budget; OR
  3. Delete an existing category.
- (c) Comply with the requirements of the current version of the Office of Justice Programs, DOJ Grants Financial Guide, available at: <http://ojp.gov/financialguide/DOJ/index.htm>; and
- (d) Comply with the terms of the most recent versions of the VOCA Guidance, the VOCA Grant Management Handbook and the CFA Grant Management Handbook.

**SECTION 6**  
**TERMINATION AND DEFAULT**

Section 6.01. Mutual Termination. This Agreement may be terminated by mutual consent of both parties.

Section 6.02. Termination by Either Party or by Grantor. Either party may terminate this Agreement, for any reason, upon 30 days advance written notice to the other party. In addition, Grantor may terminate this Agreement effective immediately upon written notice to Grantee, or effective on such later date as may be established by Grantor in such notice, under any of the following circumstances: (a) Grantor, the CFA or the Criminal Injuries Compensation Account, fails to receive sufficient appropriations or other expenditure authorization to allow Grantor, in the reasonable exercise of its administrative discretion, to continue making payments under this Agreement, (b) Grantor fails to receive sufficient federal funds under VOCA to allow Grantor, in the reasonable exercise of its administrative discretion, to continue making payments under this Agreement, or (c) there is a change in federal or state laws, rules, regulations or guidelines so that the Project funded by this Agreement is no longer eligible for funding, or (d) in accordance with Section 6.04.

Section 6.03. Default. Either party shall be in default under this Agreement upon the occurrence of any of the following events:

- (a) Either party shall be in default if either party fails to perform, observe or discharge any of its covenants, agreements or obligations contained herein or in any exhibit attached hereto; or
- (b) Any representation, warranty or statement made by Grantee herein or in any documents or reports relied upon by Grantor to measure progress on the Program, the expenditure of Grant monies or the performance by Grantee is untrue in any material respect when made; or
- (c) Grantee (i) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated a bankrupt or insolvent, (v) commences a voluntary case under the federal Bankruptcy Code (as now or hereafter in effect), (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect), or (viii) takes any action for the purpose of effecting any of the foregoing; or
- (d) A proceeding or case is commenced, without the application or consent of Grantee, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Grantee, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of Grantee or of all or any substantial part of its assets, or (iii) similar relief in respect to Grantee under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty (60) consecutive days, or an order for relief against Grantee is entered in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect).

Section 6.04. Remedies Upon Default. If Grantee's default is not cured within fifteen (15) days of written notice thereof to Grantee from Grantor or such longer period as Grantor may authorize in its sole discretion, Grantor may pursue any remedies available under this Agreement, at law or in equity. Such

remedies include, but are not limited to, termination of this Agreement, return of all or a portion of the Grant money, payment of interest earned on the Grant money, and declaration of ineligibility for the receipt of future VOCA or CFA awards. If, as a result of Grantee's default, Grantor demands return of all or a portion of the Grant money or payment of interest earned on the Grant money, Grantee may, at Grantee's option, satisfy such demand by paying to Grantor the amount demanded or permitting Grantor to recover the amount demanded by deducting that amount from future payments to Grantee from Grantor. If Grantee fails to repay the amount demanded within fifteen (15) days of the demand, Grantee shall be deemed to have elected the deduction option and Grantor may deduct the amount demanded from any future payment from Grantor to Grantee, including but not limited to, any payment to Grantee from Grantor under this Agreement and any payment to Grantee from Grantor under any other contract or agreement, present or future, between Grantor and Grantee.

## **SECTION 7 MISCELLANEOUS**

Section 7.01. No Implied Waiver, Cumulative Remedies. The failure of Grantor to exercise, and any delay in exercising any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

Section 7.02. Governing Law; Venue; 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 Grantor (and/or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon. GRANTEE, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURT.

Section 7.03. Notices. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto pertaining to this Agreement or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to Grantee or Grantor at the address or number set forth on page 1 of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this section. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

Section 7.04. Amendments. This Agreement may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties or as described and certified through CVSD E-Grants and no term of this Agreement may be waived unless the party against whom such waiver is sought to be enforced has given its waiver in writing.

Section 7.05. Subcontracts, Successors and Assignments.

- (a) Grantee shall not enter into any subcontracts for any of the Program activities required by this Agreement without Grantor's prior written consent. Grantee shall require any subcontractors to comply in writing with the terms and conditions of this Agreement and provide the same assurances as the Grantee must in its use of federal funds. Grantor's consent to any subcontract shall not relieve Grantee of any of its duties or obligations under this Agreement.

- (b) This Agreement shall be binding upon and inure to the benefit of Grantor, Grantee, and their respective successors and assigns, except that Grantee may not assign or transfer its rights or obligations hereunder or any interest herein without the prior consent in writing of Grantor.

Section 7.06. Entire Agreement. This Agreement 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.

Section 7.07. Contribution and Indemnification.

- (a) 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 a party (the "Notified Party") with respect to which the other party ("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. Either 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 the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.
- (b) With respect to a Third Party Claim for which the Grantor is jointly liable with the Grantee (or would be if joined in the Third Party Claim ), the Grantor 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 the Grantee in such proportion as is appropriate to reflect the relative fault of the Grantor on the one hand and of the Grantee 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 the Grantor on the one hand and of the Grantee 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. The Grantor's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the Grantor had sole liability in the proceeding.
- (c) With respect to a Third Party Claim for which the Grantee is jointly liable with the Grantor (or would be if joined in the Third Party Claim), the Grantee 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 the Grantor in such proportion as is appropriate to reflect the relative fault of the Grantee on the one hand and of the Grantor 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 the Grantee on the one hand and of the Grantor 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. The Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.
- (d) Alternative Dispute Resolution. The parties should attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the 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.

- (e) Indemnification by Subcontractors. Grantee shall take all reasonable steps to cause each of its contractors that are not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents (“Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys’ fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee’s contractor or any of the officers, agents, employees or subcontractors of the contractor (“Claims”). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the gross negligence or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.
  
- (f) Subcontractor Insurance Requirements. Grantee shall require each of its first tier contractors that is not a unit of local government as defined in ORS 190.003, if any, to: i) obtain insurance complying with the requirements set forth in Exhibit F, attached hereto and incorporated by reference herein, before the contractor performs under the contract between Grantee and the contractor (the "Subcontract"), and ii) maintain such insurance in full force throughout the duration of the Subcontract. The insurance must be provided by an insurance company or entity that is authorized to transact the business of insurance and issue coverage in the State of Oregon and that is acceptable to Grantor. Grantee shall not authorize contractor to begin work under the Subcontract until the insurance is in full force. Thereafter, Grantee shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Grantee shall incorporate appropriate provisions in each Subcontract permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing a stop work order (or the equivalent) until the insurance is in full force or terminating the Subcontract as permitted by the Subcontract, or pursuing legal action to enforce the insurance requirements. In no event shall Grantee permit a contractor to work under a Subcontract when the Grantee is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a “first tier” contractor is a contractor with which the Grantee directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

Section 7.08. False Claim Act. Grantee will refer to the Grantor any credible evidence that a principal, employee, agent, sub-grantee contractor, contractor or other person has submitted a false claim under the False Claims Act (31 USC 3729-3733; ORS 180.750-180.785) or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving funds provided under this Grant Agreement.

Section 7.09. Time is of the Essence. Grantee agrees that time is of the essence with respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

Section 7.10. Survival. All provisions of this Agreement set forth in the following sections shall survive termination of this Agreement: Section 3.03, Unexpended Grant Money; Section 5.12, Maintenance, Retention and Access to Records; Audits; and Section 7, MISCELLANEOUS and any other provisions that by their terms are intended to survive.

Section 7.11. Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

Section 7.12. 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.

Section 7.13. Relationship of Parties. The parties agree and acknowledge that their relationship is that of independent contracting parties and neither party hereto shall be deemed an agent, partner, joint venturer or related entity of the other by reason of this Agreement.

Section 7.14. Headings. The section headings in this Agreement are included for convenience only, do not give full notice of the terms of any portion of this Agreement and are not relevant to the interpretation of any provision of this Agreement.

Section 7.15. No Third Party Beneficiaries. Grantor and Grantee 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, indirectly or otherwise, to third persons.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the dates set forth below their respective signatures.



**STATE OF OREGON**

Acting by and through its Department of Justice

By: \_\_\_\_\_  
Name: Shannon L. Sivell  
Title: Director, Crime Victims' Services Division  
Date: \_\_\_\_\_

**COLUMBIA COUNTY, ACTING BY AND THROUGH ITS DISTRICT ATTORNEY'S OFFICE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**APPROVED FOR LEGAL SUFFICIENCY**

Name: Steven Marlowe  
Title: Sr. Assistant Attorney General  
Date: Approved via email on 11/3/2017



## **CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

### **1. LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

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

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

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

### **2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing

a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

### **3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);



(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under t grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Check here  if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check here  if the State has elected to complete OJP Form 4061/7.

**DRUG-FREE WORKPLACE  
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to:

Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 Seventh Street NW., Washington, DC 20531

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

5. Signature

6. Date



## STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; 2 CFR Part 200; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include:
  - Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d);
  - Victims of Crime Act (34 U.S.C. § 20110);
  - Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b));
  - Civil Rights Act of 1964 (42 U.S.C. § 2000d);
  - Rehabilitation Act of 1973 (29 U.S.C. § 794);
  - Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34);
  - Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86);
  - Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07);
  - Ex. Order 13279 (equal protection of the laws for faith-based and community organizations);
  - Equal Treatment for Faith-Based Organization (28 C.F.R. pt. 38); and
  - Nondiscrimination, Equal Employment Opportunity, Policies and Procedures (28 C.F.R. pt. 42).

***In accordance with federal civil rights laws, the subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.***

***Additionally, all grant recipients (including subgrantees or contractors) agree to report any complaints, lawsuits, or findings from a federal or state court or a federal or state Administrative Agency regarding a civil rights finding.***

7. If a governmental entity:

a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and

b. it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

---

Print Name of Authorized Official

---

Title

---

Signature of Authorized Official

---

Date

SINGLE AUDIT CERTIFICATION LETTER

January 9, 2018

Mrs. Janice Faltersack  
Columbia County, acting by and through its District Attorney's Office  
230 Strand Street, Room 328  
St. Helens, OR 97051-2040

RE: Subrecipient Audit Requirements of 2 CFR Part 200, Subpart F for audits of Grant Agreement between the Oregon Department of Justice and for the period of October 1, 2017 – September 30, 2019 under the VOCA Non-Competitive Grant Award/CFDA#16-575 /\$178,712.76.

Dear Mrs. Janice Faltersack,

The Oregon Department of Justice is subject to the requirements of Office of Management and Budget (OMB) 2 CFR Part 200, subpart F. As such, the Oregon Department of Justice is required to monitor our subrecipients of federal awards and determine whether they have met the audit requirements and whether they are in compliance with federal laws and regulations. A copy of 2 CFR Part 200, Subpart F can be found at the following web address: <https://www.ecfr.gov/cgi-bin/text-idx?SID=704835d27377ef5213a51c149de40cab&node=2:1.1.2.2.1&rgn=div5#sp2.1.200.f>.

Accordingly, we are requesting that you check one of the following, provide all appropriate documentation regarding your organization's compliance with the audit requirements (CVSD will only accept the URL address for your organization's audit or an electronic copy), sign and date the letter and return this letter along with your Grant Agreement and Exhibits A, B, D, and E.

1. \_\_\_\_\_ We have completed our single audit for our most recent fiscal year, ending \_\_\_\_\_. The URL address indicated below or an electronic copy of the audit report and a schedule of federal programs by major program have been provided. (If material exceptions were noted, the responses and corrective actions taken have also been provided.)

**URL address for single Audit:**

2. \_\_\_\_\_ We expect our single audit for our most recent fiscal year, ending \_\_\_\_\_, to be completed by \_\_\_\_\_. The URL address or an electronic copy of our audit report and a schedule of federal programs by major program will be forwarded to the Oregon Department of Justice within 30 days of receipt of the report. (If material exceptions are noted, a copy of the responses and corrective actions taken will be included.)

3. \_\_\_\_\_ We are not subject to the single audit requirement because:

\_\_\_\_\_ We are a for-profit organization.

\_\_\_\_\_ We expend less than \$750,000 in federal funds annually.

\_\_\_\_\_ Other (please explain) \_\_\_\_\_

\_\_\_\_\_  
Print Name of Fiscal Officer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Fiscal Officer

\_\_\_\_\_  
Date

Please address all correspondence to:  
Oregon Department of Justice, CVSD  
1162 Court Street NE  
Salem, OR 97301-4096

Oregon Department of Justice – Crime Victims’ Services Division  
**CERTIFICATION OF COMPLIANCE WITH REGULATIONS**  
**OFFICE FOR CIVIL RIGHTS, OFFICE OF JUSTICE PROGRAMS**  
**FOR SUBGRANTS ISSUED BY THE OREGON DEPARTMENT OF JUSTICE**

*INSTRUCTIONS: Complete the identifying information, which is found on the Grant Award face sheet, in the table below. Read the form completely, identifying, under “I,” the person responsible for reporting civil rights findings; and checking only the one certification under “II” that applies to your agency. Have your Authorized Official sign as appropriate on page 2, forward a copy to the person you identified under “I”, keep a copy for your records, and return the original to the Oregon Department of Justice, Crime Victims’ Services Division, 1162 Court Street NE, Salem, OR 97301-4096 along with your Grant Agreement and Exhibits A, B, C, and E.*

<b>Grant Award:</b> VOCA/CFA-2017-ColumbiaCo.DAVAP-00010	<b>Grant Title:</b> VOCA Non-Competitive Grant Award
<b>Grantee Name (Funded Entity):</b> Columbia County, acting by and through its District Attorney's Office	
<b>Address:</b> 230 Strand Street, Room 328, St. Helens, OR 97051-2040	
<b>Program Period:</b> Start Date: 10/1/2017 End Date: 9/30/2019	<b>Award Amount:</b> \$178,712.76
<b>Contact Name, Phone # &amp; E-mail address:</b> Mrs. Janice Faltersack, (503) 366-3914, janice.faltersack@co.columbia.or.us	

**AUTHORIZED OFFICIAL’S CERTIFICATION:** As the Authorized Official for the above Grantee, I certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification.

I. **REQUIREMENTS OF SUBGRANT RECIPIENTS:** All subgrant recipients (regardless of the type of entity or the amount awarded) are subject to prohibitions against discrimination in any program or activity, and must take reasonable steps to provide meaningful access for persons with limited English proficiency.

◆ I certify that this agency will maintain data (and submit when required) to ensure that: our services are delivered in an equitable manner to all segments of the service population; our employment practices comply with Equal Opportunity Requirements, 28 CFR 42.207 and 42.301 *et seq.*; our projects and activities provide meaningful access for people with limited English proficiency as required by Title VI of the Civil Rights Act, (*See also*, 2000 Executive Order #13166).

◆ I also certify that the person in this agency or unit of government who is responsible for reporting civil rights findings of discrimination will submit these findings, if any, to the Oregon Department of Justice within 45 days of the finding, and/or if the finding occurred prior to the grant award beginning date, within 45 days of receipt of this form. A copy of this Certification will be provided to this person, as identified here:

Person responsible for reporting civil rights findings of discrimination:

I certify that \_\_\_\_\_ [Grantee] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

\_\_\_\_\_  
 Print or Type Name and Title

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

II. **EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEOP) CERTIFICATIONS:**

The federal regulations implementing the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, require some recipients of financial assistance from the U.S. Department of Justice subject to the statute’s administrative provisions to create, keep on file, submit to the Office for Civil Rights (OCR) at the Office of Justice Programs (OJP) for review, and implement an Equal Employment Opportunity Plan (EEOP). *See* 28 C.F.R. pt. 42, subpt. E. Check the box before **ONLY THE ONE APPROPRIATE CERTIFICATION** (A, B or C below) that applies to this Grantee agency during the period of the grant duration noted above.

**CERTIFICATION A: Declaration Claiming Complete Exemption from the EEOP Requirement**

Please check all the following boxes that apply:

- Grantee is an educational, medical or non-profit institution or an Indian Tribe; and/or
- Grantee has less than 50 employees; and/or
- Grantee was awarded less than \$25,000 in federal U.S. Department of Justice funds.

I, \_\_\_\_\_ [authorized official],  
certify that \_\_\_\_\_ [Grantee]  
is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R § 42.302.

\_\_\_\_\_  
Print or Type Name and Title Signature Date

**CERTIFICATION B: Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review**

If a recipient agency has fifty or more employees and is receiving a single award of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

I, \_\_\_\_\_ [authorized official],  
certify that \_\_\_\_\_ [Grantee],  
which has fifty or more employees and is receiving a single award for \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, DOJ/CVSD, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

\_\_\_\_\_ [organization],  
\_\_\_\_\_  
\_\_\_\_\_ [address].

\_\_\_\_\_  
Print or Type Name and Title Signature Date

**CERTIFICATION C: Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review**

If a recipient agency has fifty or more employees and is receiving a single award of \$500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.

I, \_\_\_\_\_ [authorized official],  
certify that \_\_\_\_\_ [Grantee],  
which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on \_\_\_\_\_ [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

\_\_\_\_\_  
Print or Type Name and Title Signature Date

\* \* \* \* \*

This original signed form must be returned to the Oregon Department of Justice, Crime Victims' Services Division, 1162 Court Street NE, Salem, OR 97301-4096, along with your Grant Agreement and Exhibits A, B, C, and E. You must also forward a signed copy to the person you identified under "I" on page 1. Electronically scan the signed document and send the signed document to [EEOPForms@usdoj.gov](mailto:EEOPForms@usdoj.gov) with EEOP Certification in the subject line. Please retain a copy for your records.

For more information regarding EEOP requirements, please access the Office for Justice Programs, Office for Civil Rights web page at: <http://www.ojp.usdoj.gov/ocr>.

**VICTIMS OF CRIME ACT SPECIAL CONDITIONS****1. Requirement of the award; remedies for non-compliance or for materially false statements**

The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the Grantee that relates to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the Oregon Department of Justice, Crime Victims' Services Division ("CVSD") taking appropriate action with respect to the Grantee and the award. Among other things, the CVSD may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including the Office of Justice Programs ("OJP"), also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 42 U.S.C. 3795a), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this award.

**2. Applicability of Part 200 Uniform Requirements**

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award.

For more information and resources on the Part 200 Uniform Requirements as they relate to CVSD awards and subawards ("subgrants"), see the Office of Justice Programs (OJP) website at <http://ojp.gov/funding/Part200UniformRequirements.htm> (page under construction as of 10/1/2017).

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the Grantee is to contact CVSD promptly for clarification.

**3. Compliance with DOJ Grants Financial Guide**

The Grantee agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance.

**4. Requirements related to "de minimis" indirect cost rate**

A Grantee that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise CVSD of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

5. Requirement to report potentially duplicative funding

If the Grantee currently has other active awards of federal funds, or if the Grantee receives any other award of federal funds during the period of performance for this award, the Grantee promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the Grantee must promptly notify the awarding agency (CVSD and OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) or grant amendment to eliminate any inappropriate duplication of funding.

6. Requirements related to System for Award Management and Unique Entity Identifiers

The Grantee must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <http://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The Grantee also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the Grantee) the unique entity identifier required for SAM registration.

The details of the Grantee's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <http://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

7. All subawards ("subgrants") must have specific federal authorization

The Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <http://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award Condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

8. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000

The Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site <http://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000), and are incorporated by reference here.



9. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and CVSD authority to terminate award)

The Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of the Grantee, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the Grantee or of any subrecipient ("subgrantees").

The details of the Grantee's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by Grantees and subgrantees related to trafficking in persons (including reporting requirements and CVSD authority to terminate award)), and are incorporated by reference here.

10. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").

11. Requirement for data on performance and effectiveness under the award

The Grantee must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to CVSD in the manner (including within the timeframes) specified by CVSD in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

12. OJP Training Guiding Principles

Any training or training materials that the Grantee -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with CVSD award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://ojp.gov/funding/ojptrainingguidingprinciples.htm>.

13. Effect of failure to address audit issues

The Grantee understands and agrees that the awarding agency may withhold award funds, or may impose other related requirements, if (as determined by the awarding agency) the Grantee does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of CVSD awards.

14. Potential imposition of additional requirements

The Grantee agrees to comply with any additional requirements that may be imposed by CVSD during the period of performance for this award, if the Grantee is designated as "high risk" for purposes of the DOJ high-risk grantee list.

15. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

16. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

17. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to Grantee and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to Grantees and subgrantees that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

18. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a Grantee (or subgrantee) would or might fall within the scope of this prohibition, the Grantee is to contact CVSD for guidance, and may not proceed without the express prior written approval of CVSD.

19. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2017)

The Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2017, are set out at <https://ojp.gov/funding/Explore/FY17AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a Grantee (or a subgrantee) would or might fall within the scope of an appropriations-law restriction, the Grantee is to contact CVSD for guidance, and may not proceed without the express prior written approval of CVSD.

## 20. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The Grantee and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) e-mail to: [oig.hotline@usdoj.gov](mailto:oig.hotline@usdoj.gov); and/or (3) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881(fax).

Additional information is available from the DOJ OIG website at <http://www.usdoj.gov/oig>.

## 21. Restrictions and certifications regarding non-disclosure agreements and related matters

No Grantee or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the Grantee--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the Grantee does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the Grantee's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from

reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

22. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The Grantee (and any subgrantee at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The Grantee also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the Grantee is to contact CVSD for guidance.

23. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages Grantees and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

24. Requirement to disclose whether Grantee is designated "high risk" by a federal grant-making agency outside of DOJ

If the Grantee is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to CVSD by email to [Shannon.Sivell@doj.state.os.us](mailto:Shannon.Sivell@doj.state.os.us). For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the Grantee's past performance, or other programmatic or financial concerns with the Grantee. The Grantee's disclosure must include the following: 1. The federal awarding agency that currently designates the Grantee high risk, 2. The date the Grantee was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

25. The Grantee authorizes Office for Victims of Crime ("OVC") and/or the Office of the Chief Financial Officer ("OCFO"), and its representatives, access to and the right to examine all records, books, paper or documents related to the VOCA grant. The State will further ensure that all VOCA subgrantees will authorize representatives of OVC and OCFO access to and the right to examine all records, books, paper or documents related to the VOCA grant.

## 26. VOCA Requirements

The Grantee, and any subrecipient ("subgrantee") at any tier, must comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required. Specifically, the Grantee certifies that funds under this award will:

a) be subawarded only to eligible victim assistance organizations, 34 U.S.C. 20103(a)(2);

b) not be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 34 U.S.C. 20103(a)(2), if a government-based organization; and

c) be allocated in accordance with program guidelines or regulations implementing 34 U.S.C. 20103(a)(2)(A) and 34 U.S.C. 20103(a)(2)(B) to, at a minimum, assist victims in one or more of the following categories: sexual assault, child abuse, domestic violence, and underserved victims of violent crimes as identified by CVSD.

## 27. Demographic Data

The Grantee, and any subrecipient ("subgrantee") at any tier, must collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance, where such information is voluntarily furnished by the victim.

## 28. Discrimination Findings

The Grantee assures that in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex, or disability against a recipient of victim assistance formula funds under this award, the Grantee will forward a copy of the findings to CVSD.

29. The Grantee understands that all OJP awards are subject to the National Environmental Policy Act (NEPA, 42 U.S.C. section 4321 et seq.) and other related Federal laws (including the National Historic Preservation Act), if applicable. The Grantee agrees to assist OJP in carrying out its responsibilities under NEPA and related laws, if the Grantee plans to use VOCA funds (directly or through subaward or contract) to undertake any activity that triggers these requirements, such as renovation or construction. (See 28 C.F.R. Part 61, App. D.) The Grantee also agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.

30. The Grantee understands and agrees that it has a responsibility to monitor its subrecipients' ("subgrantees") compliance with applicable federal civil rights laws.

31. The Grantee agrees to submit (and, as necessary, require subgrantees to submit) quarterly performance reports on the performance metrics identified by CVSD, and in the manner required by CVSD. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.

32. Grantee integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

If the total value of the Grantee's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then the Grantee must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, Grantees of OJP awards are required to report information about such

proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of Grantee obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <http://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

**Certification:** I certify that I have read and reviewed the above assurances and links to referenced Award Conditions and certify that the Grantee will comply with all provisions of the Victims of Crime Act of 1984 (VOCA), as amended, and all other applicable Federal laws.

\_\_\_\_\_

Print Name of Authorized Official

\_\_\_\_\_

Title

\_\_\_\_\_

Signature of Authorized Official

\_\_\_\_\_

Date

\_\_\_\_\_

Print Name of Fiscal Officer

\_\_\_\_\_

Title

\_\_\_\_\_

Signature of Fiscal Officer

\_\_\_\_\_

Date

## SUBCONTRACTOR INSURANCE REQUIREMENTS

**A. REQUIRED INSURANCE.** Subcontractor shall obtain at Subcontractor's expense the insurance specified in this section prior to performing under this Agreement and shall maintain it in full force and at its own expense throughout the duration of this Agreement. Subcontractor shall obtain the following insurance from 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 Grantor.

i. **WORKERS COMPENSATION.** All employers, including Subcontractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2).

ii. **EMPLOYERS' LIABILITY.**

**Required by Agency**    **Not required by Agency.**

If Subcontractor is a subject employer, as defined in ORS 656.023, Subcontractor shall obtain employers' liability insurance coverage.

iii. **PROFESSIONAL LIABILITY**

**Required by Agency**    **Not required by Agency.**

If in the conduct and implementation of the Subcontract, Subcontractor provides professional advice or services, Subcontract shall obtain and maintain Professional Liability Insurance in a form and with coverages that are satisfactory to the State covering any damages caused by an error, omission or any negligent acts related to the professional services to be provided under this Agreement.

iv. **COMMERCIAL GENERAL LIABILITY.**

**Required by Agency**    **Not required by Agency.**

Subcontractor shall obtain and maintain Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to the State. This insurance shall include personal injury liability, products, and completed operations. Coverage shall be written on an occurrence basis.

v. **AUTOMOBILE LIABILITY INSURANCE: AUTOMOBILE LIABILITY.**

**Required by Agency**    **Not required by Agency.**

If in the conduct and implementation of the Subcontract, Subcontractor provides transportation for or transports individuals in automobiles, Subcontractor shall obtain and maintain Automobile Liability Insurance covering all owned, non-owned, or 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").

**B. ADDITIONAL INSURED.** The Commercial General Liability insurance and Automobile Liability insurance required under this Agreement shall include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to Subcontractor's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

**C. "TAIL" COVERAGE.** If any of the required professional liability insurance is on a "claims made" basis, Subcontractor shall either 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 this Agreement, for a minimum of 24 months following Subcontractor's completion and Grantor's acceptance of all performance required under this Agreement. Notwithstanding the foregoing 24-month requirement, if Subcontractor 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 Subcontractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace for the coverage required under this Agreement. Subcontractor shall provide to Grantee or Grantor, upon Grantee or Grantor's request, certification of the coverage required under this Exhibit F.

**D. CERTIFICATE(S) OF INSURANCE.** Subcontractor shall provide to Grantee Certificate(s) of Insurance for all required insurance before performance required under this Agreement. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Subcontractor shall pay for all deductibles, self-insured retention and self-insurance, if any. **The Subcontractor shall immediately notify the Grantee of any material change in insurance coverage.**



1/31/18 @ 5:30

Columbia County  
Board Of Commissioners

JAN 12 2018

## LETTER OF INTENT

### To Purchase Columbia County Tax Foreclosure Property

#### The Parties

##### Interested Party:

Rick & Jeanette Richmond  
11910 Eddings Road  
Clatskanie, OR 97016  
503-936-8048  
rickrichmondconstruction@gmail.com

**Seller:** Columbia County, Oregon

#### The Property

Map ID No.: 7N5W05-00-00700 & 7N5W04-00-00800  
Tax Account No. 27355 & 27356  
Square Feet/Acres: 65.40 Acres  
Most Recent Minimum Bid Amount: \$519,360  
(From County Web Page Surplus Property List)

#### Offer

The Interested Party desires to purchase the Property under the following Terms and conditions:

**Price:** \$85,145, including a \$145 County Administrative Fee.

##### **Terms:**

1. A standard form County *Purchase and Sale Agreement* (Sample Attached) will be provided to Interested Party for signature if the amount offered by the Interested Party is deemed reasonable by the County. The *Purchase and Sale Agreement* will require an \$8500 earnest money deposit by Interested Party (the Deposit).

2. The Interested Party, at no cost to the County, will be responsible for completing all appropriate pre-purchase due diligence. If the Interested Party is satisfied with the condition of the Property, the Deposit will be applied to the purchase price. If the Interested Party is not satisfied with the condition of the property, the Deposit will be returned to Interested Party in accordance with the terms and conditions of the *Purchase and Sale Agreement*.
3. The *Purchase and Sale Agreement* will require the Interested Party to deliver the remaining amount due the County (\$76,645) in the form of cash or a cashiers check at least 14 days prior to the intended closing date provided for in the signed sale agreement.
4. The Property will be conveyed to the Interested Party by quitclaim deed, "as is, where is," without covenants or warranties. The quitclaim deed will reserve all minerals to the County, as well as certain County road rights, if applicable.
5. Closing will occur outside of escrow.
6. This *Letter of Intent* will have no further force and effect:
  - a. If an authorized County representative informs the Interested Party in writing (including email) that the offered amount is deemed unreasonable by the County;
  - b. The Interested Party and the County enter into the *Purchase and Sale Agreement* described in this letter of intent; or
  - c. No response is provided by the County in writing within thirty (30) days of this letter being signed by the Interested Party.

### **Other**

1. The Interested Party understands that Robert J. Braud, the County Realtor, will be paid a 5% commission from the net sale proceeds.
2. The Interested Party understands that other parties may make an offer on the Property and that a final decision by the County to sell or not sell the Property will be made on the basis of the best interest of the County.



# SAMPLE DOCUMENT

## PURCHASE AND SALE AGREEMENT

DO NOT SIGN

Dated: \_\_\_\_\_, 201\_\_

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

AND \_\_\_\_\_ ("Buyer")

Collectively, the "Parties."

### RECITALS

WHEREAS, on [Date Here] the Circuit Court of the State of Oregon for the County of Columbia entered of record the General Judgment in *Columbia County v. [Correct Reference Here]*, et. al., Case No. [Case No.]; and

WHEREAS, on [Date Here], pursuant to that General Judgment, Seller acquired certain foreclosed real property, including a certain parcel of land situated in [Town or Vicinity Here], Oregon, by deed recorded as document number [Deed Number Here] in the Columbia County deed records; and

WHEREAS, said foreclosed property is currently assigned Tax Map ID No. \_\_\_\_\_ and Tax Account No. \_\_\_\_\_ (the "Property"); and

WHEREAS, the Property is depicted on Exhibit A hereto, and is more specifically described in the draft quitclaim deed attached as Exhibit B hereto (the "Quitclaim Deed"), which is incorporated by reference herein; and

WHEREAS, the County offered the Property for sale at auction on [Sheriff Sale Date Here], and no offers were received; and

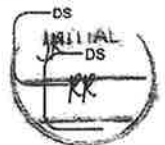
WHEREAS, pursuant to ORS 275.200(2), the County may sell and convey the Property without further public notice; and

WHEREAS, the County has contracted with Robert J. Braud ("County Realtor") to act as a broker/agent on behalf of the County as to the Property;

WHEREAS, Buyer has offered to purchase the Property for \$\_\_\_\_\_ ("Purchase Price"); and

WHEREAS, County policy provides that Buyers of tax foreclosed properties shall pay a \$145.00 administrative fee ("the Administrative Fee") in addition to the agreed upon purchase price; and

WHEREAS, Seller intends to sell the Property to Buyer on the terms and conditions set forth herein.

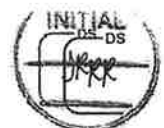


**AGREEMENT**

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

1. **Purchase Price.** The total Purchase Price plus the Administrative Fee shall be \$\_\_\_\_\_.
2. **Agreement and Purchase Deposit Delivery.** On or before \_\_\_\_\_, Buyer will deliver a signed Agreement to the County at the address provided herein, along with \$500 or 10% of the Purchase Price, whichever is greater, in the form of cash, cashier's check or money order made payable to Columbia County (the "Deposit"). Upon signature of the Agreement by the Seller, Buyer will have \_\_\_\_\_ calendar days (the Due Diligence Period) to perform reasonable due diligence investigations in accordance with Section 5 herein.
3. **Condition of Property and Title.**
  - A. Buyer shall acquire the Property "AS IS" with all faults, without covenants or warranties.
  - B. Seller shall convey the Property without warranty through a Quitclaim Deed substantially in the same form as Exhibit B;
  - C. The sale of the Property is subject to any municipal liens, easements and encumbrances of record.
  - D. The Quitclaim Deed will reserve to Seller:
    - i. The mineral and associated rights specifically provided for in Exhibit B; and
    - ii. If applicable, all rights to any County, public, forest C.C.C. roads; and
  - E. Buyer shall rely on the results of inspections and investigations completed by Buyer, and not upon any representation made by the Seller and the Seller's Agent.
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 defined herein, unless otherwise specified or waived by Seller:
  - A. The County Board of Commissioners will adopt an Order authorizing the sale of the Property to Buyer in accordance with terms and conditions substantially the same as those provided for in this Agreement.
  - B. Buyer will pay the Purchase Price and the Administrative Fee, less the Deposit, in one payment by cash, money order or cashier's check within five (5) business days of Seller notifying Buyer in writing that a sale order has been adopted by the County Board of Commissioners.
  - C. BUYER AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS SELLER, ITS OFFICERS, AGENTS (INCLUDING COUNTY REALTOR) AND EMPLOYEES, SUCCESSORS AND ASSIGNS FROM ALL CLAIMS, SUITS, ACTIONS, LIABILITY, DAMAGE, LOSS, COST OR EXPENSE, INCLUDING ATTORNEY'S FEES, ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE PROPERTY OR USE OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO: (1) ANY DAMAGE TO OR DESTRUCTION OF ANY PROPERTY THAT SELLER 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, THEIR

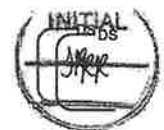
Purchase and Sale Agreement-(Buyer Name Here), Tax Account No. \_\_\_\_\_



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 MERGE WITH THE QUITCLAIM DEED.

THESE CONDITIONS ARE SOLELY FOR SELLER'S BENEFIT AND MAY BE WAIVED ONLY BY SELLER IN ITS SOLE DISCRETION.

5. Buyer's Conditions to Closing. Buyer's obligation to accept the Property is conditioned upon the following, unless otherwise specified or waived by Buyer in its sole discretion:
- A. Buyer may conduct a public records search and/or other due diligence inspections of the Property during the Due Diligence Period provided for in Section 2 herein, with said inspections to be paid for by Buyer.
  - B. It shall be a condition to Closing that the results of such due diligence efforts are acceptable to Buyer in its sole discretion. Buyer may engage consultants or engineers of Buyer's choosing to conduct site studies of the Property(ies) as Buyer deems necessary.
  - C. Buyer and its agents shall have the right to enter the Property(ies) at reasonable times during the Due Diligence Period to complete reasonable due diligence inspections of the Property, with said inspections to be non-invasive unless agreed otherwise in writing by the Parties.
  - D. Buyer shall provide evidence of acceptable liability insurance coverage prior to entering upon the Property(ies) upon request of the County.
  - E. Buyer shall indemnify and hold Seller, its officers, employees and agents (including County Realtor) from any loss, damage, lien, or claims arising out of due diligence efforts completed on the Property. The foregoing indemnity and hold harmless obligation shall survive Closing or termination of this Agreement, and shall not merge with the Quitclaim Deed. However, Buyer shall have no obligation to indemnify County related to any existing condition discovered during an inspection. This condition shall survive Closing and shall not merge with the Quitclaim Deed.
  - F. Buyer shall provide County with copies of all reports produced pursuant to this Section.
  - G. In the event that Buyer elects not to purchase the Property as a result of Buyer's completed due diligence efforts, said election shall be communicated in writing to Seller or the County Realtor before the end of the Due Diligence Period. Buyer's activities under this Section 5, and those of Buyer's contractors and agents, will be coordinated with the Seller's representative provided for in Section 11.C.
6. Failure of Conditions at Closing.
- A. In the event that any of the conditions set forth in Section 4 and 5 above are not timely satisfied or waived by the Closing Date, for a reason other than the default of the Buyer or the Seller under this Agreement, this Agreement and the rights and obligations of the Buyer and the Seller shall terminate. In the event of said termination, Buyer's agreements provided for in Section 4.C. and 5.E. above shall survive termination.
  - B. In the event that Buyer notifies Seller in writing prior to the expiration of the Due Diligence Period that the condition of the Property is unacceptable to the Buyer, Seller shall refund the Deposit to Buyer in full within a reasonable period of time.
  - C. In the event Buyer does not notify Seller in writing prior to the expiration of the Due Diligence



Period that the condition of the Property is unacceptable to the Buyer, and Buyer, through no fault of Seller, fails to purchase the Property by the Closing Date provided for in Section 8 herein, the Deposit shall be forfeited to Seller.

7. Seller's Obligation to Close. 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. In the event that Seller elects to not sell the Property to Buyer through no fault of Buyer, the Deposit shall be returned to Buyer in its entirety.

8. Closing of Sale. Buyer and Seller intend to close the sale on or before close of business on [Closing Date Here] (the "Closing Date"), with the actual time of Closing Date to be set by Seller. Notwithstanding this intention, Seller, at its sole discretion, may elect to extend the Closing Date by a reasonable period of time necessary to complete administrative actions required by the County. The sale shall be "Closed" when the Purchase Price has been paid in full and the Quitclaim Deed is recorded by the County.

9. Closing Costs; Prorates. Reserved.

10. Possession. Buyer shall be entitled to exclusive possession of the Property at the time the sale is Closed in accordance with Section 8 above.

11. General Provisions.

A. Notices. Unless otherwise specified, any notice required or permitted in, or related to this Agreement, must be in writing and signed by the party to be bound. Any notice or payment will be deemed given when personally delivered, delivered by facsimile transmission with electronic confirmation of delivery, via electronic mail, or will be deemed given on the day following delivery of the notice by reputable overnight courier or through 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.

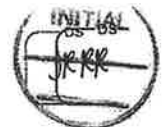
B. The notice addresses are as follows:

FOR SELLER:  
Board of County Commissioners  
c/o Board Office Administrator  
230 Strand, Room 330  
St. Helens, OR 97051  
Phone No: 503-397-3839

FOR BUYER:  
  
Phone No: \_\_\_\_\_  
Email: \_\_\_\_\_

C. County Realtor.

i. Unless otherwise directed by the Seller, Buyer will coordinate its due diligence work with the County Realtor, who can be contacted at 503-397-3023 (phone), or bob@brokerbob.biz (email). The County Realtor will be notified in advance of all due



diligence work to be completed on the Property. If Buyer requires entry to the buildings on the Property, the County Realtor will arrange for said entry, subject to reasonable advance notice of the required entry.

ii. The County Realtor will receive a five percent (5%) commission if the sale is Closed as provided for herein. \_\_\_% of said commission is hereby assigned on net proceeds to \_\_\_\_\_ the Buyer's Broker. The Seller will pay said commission fees directly to the County Realtor within a reasonable time period after the sale is Closed. The County Realtor is responsible for paying commission to Buyer's Broker, if any.

D. Assignment. This Agreement is not assignable by the Parties.

E. Attorney's Fees. In the event a suit, action, arbitration or other proceeding of any nature whatsoever to enforce or interpret this Agreement, the Parties shall be responsible for their respective costs and expenses, including attorney's fees. This paragraph shall survive Closing and shall not merge with the Quitclaim Deed.

F. Exhibits. The following Exhibits are attached to this Agreement and incorporated within this Agreement: Exhibit A, Map; and Exhibit B, Quitclaim Deed.

G. Buyer Representations and Warranties. Buyer 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) have 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/have) 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, 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. **Miscellaneous.** Time is of the essence of this Agreement. The electronic mail delivery or 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 electronic mail or 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 shall be binding upon and shall inure to the benefit of the Parties and their respective successor and assigns. The Parties represent, covenant and warrant 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. Furthermore, the Parties represent and warrant that they have taken all steps necessary to bind themselves to this Agreement.
- L. **INTEGRATION, MODIFICATIONS OR AMENDMENTS.** THIS AGREEMENT, INCLUDING ITS EXHIBITS, CONTAINS THE ENTIRE AGREEMENT OF THE PARTIES WITH RESPECT TO THE PROPERTY AND SUPERSEDES ALL PRIOR WRITTEN AND ORAL NEGOTIATIONS AND AGREEMENTS WITH RESPECT TO THE PROPERTY. THE PARTIES TO THE AGREEMENT MUST APPROVE ANY MODIFICATIONS, CHANGES, ADDITIONS, OR DELETIONS TO THE AGREEMENT IN WRITING.
- M. **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."

APPROVALS

FOR BUYER:

FOR COUNTY:

BOARD OF COUNTY COMMISSIONERS FOR  
COLUMBIA COUNTY, OREGON

By: \_\_\_\_\_  
Henry Heimuller, Chair

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Office of County Counsel



EXHIBIT A  
Tax Account No. \_\_\_\_\_  
Map



EXHIBIT B

AFTER RECORDING, RETURN TO GRANTEE:

[Name and Address of Grantee Here]

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

QUITCLAIM DEED

The COUNTY OF COLUMBIA, a political subdivision of the State of Oregon, hereinafter called Grantor, for the consideration hereinafter stated, does hereby release and quitclaim unto \_\_\_\_\_ hereinafter called Grantee, all right, title and interest in and to that certain parcel of real property identified in Columbia County records as Map ID No. \_\_\_\_\_ and Tax Account No. \_\_\_\_\_ and more particularly described on Exhibit A hereto.

The true and actual consideration for this conveyance is \$ \_\_\_\_\_ .00.

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

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

This conveyance is made pursuant to Board of County Commissioners Order No. \_\_\_\_\_ adopted on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ 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,

Purchase and Sale Agreement- [Buyer Name Here], Tax Account No. \_\_\_\_\_



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

IN WITNESS WHEREOF, the Grantor has executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

Approved as to form

By: \_\_\_\_\_  
Henry Heimuller, Chair

By: \_\_\_\_\_  
Office of County Counsel

STATE OF OREGON )  
                          ) ss.  
County of Columbia )

ACKNOWLEDGMENT

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by Henry Heimuller, Chair, Board of County Commissioners of Columbia County, Oregon, on behalf of which the instrument was executed.

\_\_\_\_\_  
Notary Public for Oregon



EXHIBIT A

Legal Description for Map ID No \_\_\_\_\_ and Tax Account No. \_\_\_\_\_

[Legal Description Here]

---

Purchase and Sale Agreement-[Buyer Name Here], Tax Account No. \_\_\_\_\_

Page 11



**7N5W04-00-00700 | 27355**

**TAX ACCT. NO. :** 27355

**TAX MAP ID NO. :** 7N5W04-00-00700

**CATEGORY :** Under Review

**Offer Received :**

**Date Received :**

**Disposition :**

**County Confirm :**

Verified with County

**Address :** 12270 Marshland Rd

**Legal Description :** A tract of land in Section 04 Township 7 North, Range 5 West, Willamette Meridian, Columbia County, Oregon, being more particularly described as follows: All that part of the North half of the Southeast quarter; the Northeast quarter of the Southwest quarter of Section 4, and Government Lot 5 which lies East of Westport Slough, South of district Drainage Basin No. 2, West of a certain District Ditch about 625.0 feet Westerly from the East line of said Section 4, and North of District Holding Basin No. 1, also known as Anderson Slough, EXCEPTING therefrom the parcel described in Columbia County Deed Book 89, Page 480 and; EXCEPTING that part thereof owned by and conveyed to Henry Makela by deed of record and; EXCEPTING that part thereof owned and conveyed to E.A. Raappana, together with the tenements, hereditaments and appurtenances thereunto belonging.

**City :** Clatskanie

**ACTIVE MANAGEMENT :**

YES

**ACTION STATUS :**

Near-Term

**Add to Insurance :**

Yes

**Date of Sheriff Sale :** 2017-08-16

**Sheriff Sale Value :** 333470

**RMV LAND :** 231,700

**Minimum Bid Required - Sheriff Sale :** 389520

**Minimum Bid Required :**

**Sheriff Sale :**

Didn'

**Sale Amount :**

**TAX CODE :** 05-08

**PRIOR RECORD OWNER :** Elmer A & Sauima M Raappana

**DESCRIPTION :** Two story with basement

**SIZE :** 34.45 ac

**ZONING :** CO:PA-80

**RMV IMP :** 69,770

**DEED NO. :** 2016-008867

**TAX OWED :** 15,552.55

**Associated Costs :**

**Calculated Field :** 0

**COMMENTS :** 7-5-17 To be sold with 27356 combined RMV is \$519360 - Min bid for both is 389,520 Significant property value. 13-13-17 MEETING OUTCOME- evaluate further in accordance with retained property policies and procedures to determine what disposition strategy will best serve the needs of Columbia County. NOTE: The evaluation should consider this and the adjacent County property, Tax Account No. 27356.

**DATE ACQUIRED :** 2016-10-12

**# of Int. Parties :** 1

**# of Oil&Gas Leases :** 0

*Created by : shannon@planchonconsulting.com*

*Record ID # : 2001315*

*Last change : 2018-01-13T00:04:48+0000*



# 7N5W04-00-00800 | 27356

**TAX ACCT. NO. :** 27356

**TAX MAP ID NO. :** 7N5W04-00-00800

**CATEGORY :** Under Review

**Offer Received :**

**Date Received :**

**Disposition :**

**County Confirm :**

Verified with County

**Address :** 12270 Marshland Rd

**Legal Description :** A tract of land in Section 04 Township 7 North, Range 5 West, Willamette Meridian, Columbia County, Oregon, being more particularly described as follows: PARCEL 1: Beginning at a point on the Northeasterly bank of Marshland Drainage District Holding Basin No. 1,, that is North 88°35'1" West 495.5 feet from the center corner of Section 4, Township 7 North, Range 5 West, Willamette Meridian, Oregon; said point also being South 74° 19'1" East 877.1 feet from the Northwest corner of the Marshland Drainage District Tide Gate; thence South 43°55'1" East 626.0 feet; thence South 85°45'1" East 427.0 feet; thence South 460.0 feet to a point on the Northerly bank of Marshland Drainage District Holding Basin No. 1; thence following the Northerly bank of said District Holding Basin No. 1, in a general Westerly, Southwesterly and thence Northerly direction to the place of beginning and containing 18.4 acres, more or less, all within said Marshland Drainage. Also a right of way 30 feet in width along the Northerly bank of said Marshland Drainage District Holding Basin No. 1, together with the right to use the same as a roadway with grantors herein and others and not otherwise, said roadway extending from Northerly point of land herein conveyed to levy along Northwesterly side of said Marshland Drainage District.

**City :** Clatskanie

**ACTIVE MANAGEMENT :**

**ACTION STATUS :**

**Add to Insurance :**

**Date of Sheriff Sale :** 2017-08-16

**Sheriff Sale Value :** 185890

**RMV LAND :** 168,960

**Minimum Bid Required - Sheriff Sale :** see Account 27355

**Minimum Bid Required :**

**Sheriff Sale :**

Didn'

**Sale Amount :**

**TAX CODE :** 05-08

**PRIOR RECORD OWNER :** Heirs of Raappana

**DESCRIPTION :**

**SIZE :** 30.95 ac

**ZONING :** CO:PA-80

**RMV IMP :**

**DEED NO. :** 2016-008867

**TAX OWED :** 9,934.67

**Associated Costs :**

**Calculated Field :** 0

**COMMENTS :** 7-5-17 To be sold with 27355 combined RMV is \$519360 - Min bid for both is 389,520. Significant property value. 13-13-17 MEETING OUTCOME- evaluate further in accordance with retained property policies and procedures to determine what disposition strategy will best serve the needs of Columbia County. NOTE: The evaluation should consider this and the adjacent County property, Tax Account No. 27355.

**DATE ACQUIRED :** 2016-10-12

**# of Int. Parties :** 1

**# of Oil&Gas Leases :** 0

*Created by : shannon@planchonconsulting.com*

*Record ID # : 2001317*

*Last change : 2017-08-21T19:48:57+0000*

# Foreclosure Property Purchase Checklist

## PROPERTY INFORMATION

Prospective Buyer: Rick & Jeanette Richmond 11910 Eddings Road Clatskanie, OR 97016 503-936-8048  
[rickrichmondconstruction@gmail.com](mailto:rickrichmondconstruction@gmail.com)

Property Address: 12270 Marshland Rd

Type of Sale (Post Auction, Direct, Private Owner): Direct

Auction Date:

Closing Date:

Purchase Price: 519,360.00 earnest money deposit 85,145.00 includes County Administrative Fee

Tax ID Number: 27355 & 27356

Account Number:

Deed Document ID: 2016-008867

Conveyed to County: 10/12/16

Case Info from Foreclosure:

Previous Owners: Elmer A & Sauima M. Raappana

## CHECKLIST

- Inquiry about Property Date: 01.12.18
- Presented to Staff Date: 01.12.18
- Draft Purchase and Sale Agreement received Date:
- Review of Purchase and Sale Agreement by County Staff Date:
- Purchase and Sale Agreement to Prospective Buyer Date:
- Purchase and Sale Agreement signed by Prospective Buyer and receipt at BOCC with payment or deposit Date:
- Added to Consent Agenda for BOCC Date:
- Purchase and Sale Agreement signed by BOCC Date:
- Notice of Publication sent to Chronicle or other media (if applicable) Date
- Verification of Payment Due Date:
- Deposit: Date:
- Final Purchase Price: Date:
- (In some cases: Return Deposit for clean up) Date:
- Draft Order Date:
- Email to BOCC secretary for Order and Quitclaim Deed on Consent Agenda, with authorization to sign Date:
- BOCC signed Quitclaim Deed Date:
- Quitclaim to Recording Date:
- Accounting Summary (Attachment A) Sent to Finance Department Date

Attachment A  
 Tax Foreclosure Property Sale  
 Accounting Summary

Tax Map ID Number:		Buyer Name:	
Tax Account Number:		Date the Sale Was Closed:	
	Amount	Date Paid, Deposited or Refunded	Comments
Purchase Price		N/A	
Administrative Fee		N/A	
			[Describe the basis of the administrative fee here, e.g. recording costs, prior record owner

			negotiation costs, etc.]
Total Amount Due County		N/A	
Purchase Price Deposit Made			
Purchase Price Deposit Forfeited			[e.g., Buyer did not close, County retained purchase price agreement per the sale agreement. Property to be marketed to other parties.]
Remainder Amount Paid			
Refundable Performance Deposit Made			Performance Required By: [Deadline Date Here]
Performance Deposit Refunded			
Performance Deposit Forfeited			[e.g., County will complete the actions on behalf of buyer; or (ii) County will not complete the actions on behalf of buyer, with forfeited funds to be used for other Tax Foreclosure Property program costs].
General Notes:			
<p>* General notes should provide additional information that may be needed to better understand the property circumstances, e.g. describe the type of work being addressed by the performance deposit.</p>			

# BOARD COMMUNICATION

FROM THE LAND DEVELOPMENT SERVICES DEPARTMENT

MEETING DATE: **January 31, 2018 Board/Staff Meeting**

**TO:** BOARD OF COUNTY COMMISSIONERS

**FROM:** Todd Dugdale, Director of Land Development Services JD

**SUBJECT:** Road Naming: Private Road Off Of Shady Way in Scappoose Area

**DATE:** January 18, 2017

## SUMMARY:

C + P Investments originally submitted an application to name a private road located off of Shady Way in the Scappoose area. Presently there are two owners that will be served by this newly created road ; however, the owner has been approved for a partition (MP 17-01), for a total of at least three (3) parcels to be served by this road. The proposed names in this application were "Sandy Point", "Sandy Drive" and "Sandy Road". On June 22, 2017 the Columbia County Cartographer submitted comments stating, "*FYI... there is already a Sandy Ln in Rainier if you are interested in eliminating duplicates within the County.*" Also, the GIS Specialist for Columbia 911 commented, "*There is a Sandy Ln in Rainier. Having another Sandy in Scappoose could be problematic. Often 911 callers will incorrectly identify street, lane, avenue, etc. it is possible emergency response could go to Rainier instead of the Scappoose Sandy Road.*" Staff recommended that the applicant modify their request to name this private road.

On December 15, 2017 Mark Comfort, of C + P Investments, submitted a modified application(Attachment 1) with a 1st choice, **Sandy Point Lane**; a 2nd choice, **Sandy Point Way**, and a 3d choice, **Sandy Point Road**, for the subject new road off Shady Way in the Scappoose area.

## FINDINGS:

The proposed application for a road name meets criteria set forth in Section VII, Road Names, of Ordinance 81-6 as amended; specifically Subsection 7.04 regarding the naming of private roads.

The Road Master, LDS staff, the Scappoose Rural Fire District have reviewed the applicant's modified 1<sup>st</sup> through 3<sup>rd</sup> choices. The Road Master submitted comments dated December 22, 2017 and stated that, the applicant's 3d choice, "*Sandy Point Road is NOT OK. We reserve "Road" for County maintained roads*". The Road Department found no conflicting names with the applicant's 1st choice, Sandy Point Lane, nor his 2nd choice, Sandy Point Way. However, as noted above, the Cartographer and GIS Specialist commented on possible confusion for 911 and emergency responders between the applicant's 1st choice, Sandy Point Lane, with Sandy Lane in Rainier.

## ATTACHMENTS:

1. **Application**
2. **Referral And Acknowledgments**
3. **Board Order**

## RECOMMENDATION:

### Staff Recommendation:

Based on the above findings, Staff recommends that the subject private road be named the applicant's 2<sup>nd</sup> choice, "**Sandy Point Way**".

COLUMBIA COUNTY  
LAND DEVELOPMENT SERVICES

Columbia County Courthouse ♦ St. Helens, Oregon 97051 ♦ (503) 397-1501 ♦ Fax: (503) 366-3902

APPLICATION TO NAME / RENAME A ROAD

Applicant Name CAP INVESTMENTS	Date of Application DEC 15, 2017
Mailing Address POB 321	Applicant Signature <i>[Signature]</i>
City, Zip VERNONIA, OR 97064	Phone Number 503-396-0271

Township, Range, Section(s): TAN R3W SEC 14

General Location: INTERSECTION WITH SANDY WAY

Current Road Name: (If any)

Proposed Names: (Please list three)

1<sup>st</sup> Choice: SANDY POINT LANE

2<sup>nd</sup> Choice: SANDY POINT WAY

3<sup>rd</sup> Choice: SANDY POINT ROAD

Reason for Name Change: PROPOSED PARTITION MP 17-01

Affected Properties: (Attached additional page if necessary)

Owner Name (Print) ALLISON CECIL C.	Address 57201 SANDY WAY, SCAPPOOSE
Signature <i>[Signature]</i>	Tax Account # 28629
Owner Name (Print) CAP INVESTMENTS	Address POB 321 VERNONIA, OR 97064
Signature <i>[Signature]</i>	Tax Account #
Owner Name (Print)	Address
Signature	Tax Account #
Owner Name (Print)	Address
Signature	Tax Account #

Applicant: Please return completed application to Land Development Services.

For Office Use Only

Date Rec'd \_\_\_\_\_ Receipt # \_\_\_\_\_ Check # \_\_\_\_\_ Staff Member \_\_\_\_\_

**THIS SIDE FOR OFFICIAL USE ONLY**

**REFERRAL AND ACKNOWLEDGMENT**

- To:  City of \_\_\_\_\_ (if inside UGB)  
 Columbia 911  
 County Roadmaster  
 Fire District (Name: Scappoose)  
 Post Office (City: \_\_\_\_\_)  
 Cartography  
 Electric Utility \_\_\_\_\_

Planner: Hayden Richardson

Date Mailed: 12-18-17

Reply by: 1-2-18

This Application to Name/Rename a Road is being referred to you for your information and comment. Your recommendation and suggestions will be used by the County Planning Department and/or the Columbia County Board of Commissioners in arriving at a decision. Your prompt reply will help us to process this application and will ensure the inclusion of your recommendations in the decision making process. Please comment below.

1. \_\_\_\_\_ We have reviewed the enclosed application and have no objection to its approval as submitted  
We recommend Choice # \_\_\_\_\_.
2. \_\_\_\_\_ Please see our comments below.
3. \_\_\_\_\_ We are considering the proposal further, and will have comments to you by \_\_\_\_\_.
4. \_\_\_\_\_ Our board must meet to consider this; we will return their comments to you by \_\_\_\_\_.
5. \_\_\_\_\_ Please contact our office so we may discuss this.
6. \_\_\_\_\_ We recommend denial of the application, for the reasons below:

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**Agency:** Please return completed Referral and Acknowledgment to Land Development Services.



Revised M.P. 1701 2 parcel Partition M.P.

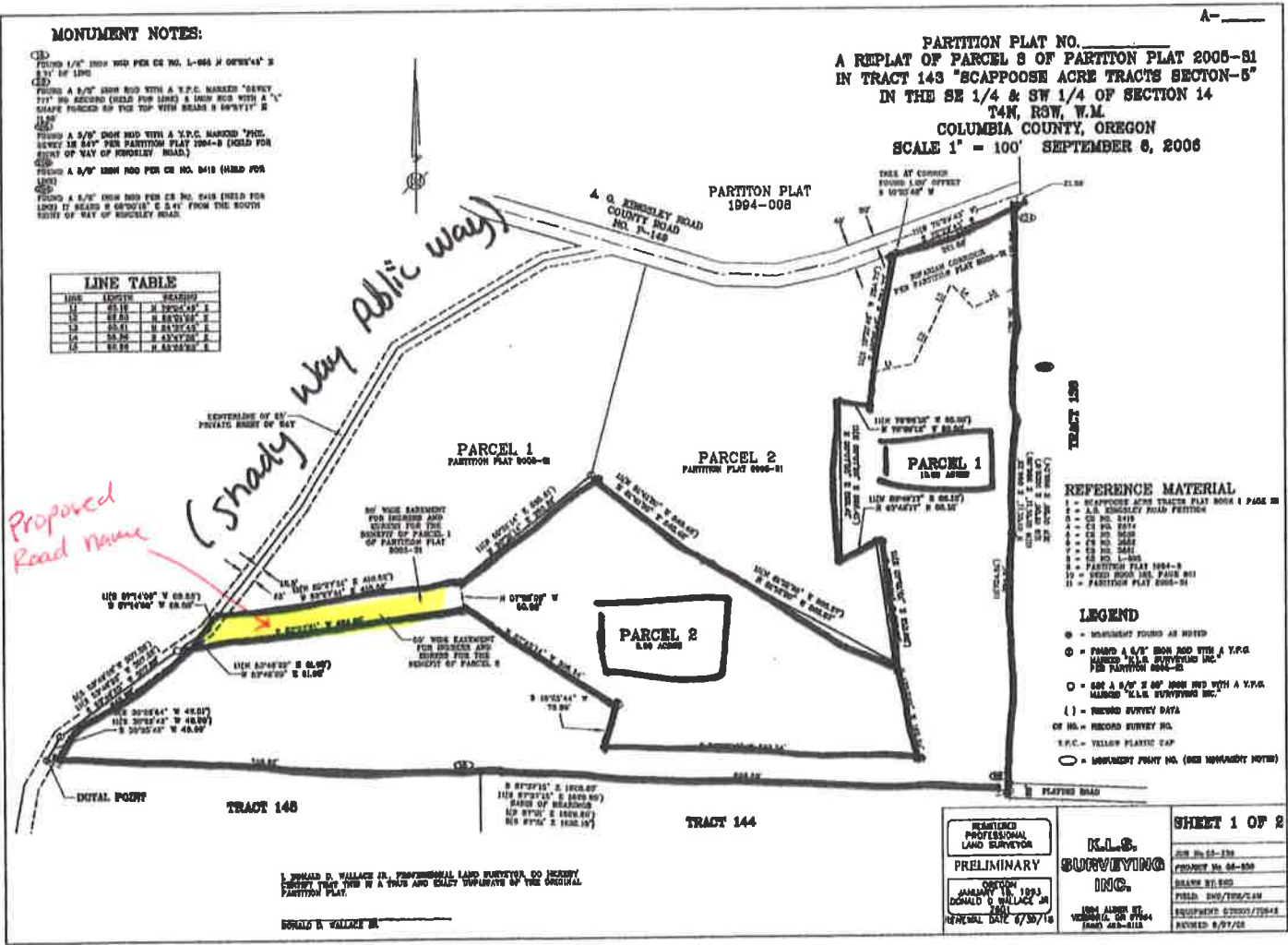
**MONUMENT NOTES:**

- ① FOUND 1/4" IRON ROD PER CE NO. L-668 W 09°54' N 2.31' OF LINE
- ② FOUND A 3/8" IRON ROD WITH A Y.P.C. MARKED "SERVEY 717" 90 DEGREE (HELD FOR LINE) & IRON ROD WITH A "V" SHAPE FORGED ON THE TOP WITH BEAMS 8 09°51' N 11.88'
- ③ FOUND A 5/8" IRON ROD WITH A Y.P.C. MARKED "PRIN. SERVEY 18 849" PER PARTITION PLAT 1984-8 (HELD FOR POINT OF BAY OF KOSWLEY ROAD).
- ④ FOUND A 5/8" IRON ROD PER CE NO. M18 (HELD FOR LINE)
- ⑤ FOUND A 3/8" IRON ROD PER CE NO. 2418 (HELD FOR LINE) IT BEARS 8 09°51' N 5.54' FROM THE SOUTH SOUTH OF BAY OF KOSWLEY ROAD.

**LINE TABLE**

LINE	LENGTH	BEARING
11	85.18	N 20°26'41" E
12	24.01	S 82°33'36" E
13	85.81	N 84°27'45" E
14	85.28	S 82°33'36" E
15	85.18	N 20°26'41" E

PARTITION PLAT NO. \_\_\_\_\_  
 A REPLAT OF PARCEL 8 OF PARTITION PLAT 2005-81  
 IN TRACT 143 "SCAPOOSE ACRE TRACTS SECTION-5"  
 IN THE SE 1/4 & SW 1/4 OF SECTION 14  
 T4N, R3W, W.M.  
 COLUMBIA COUNTY, OREGON  
 SCALE 1" = 100' SEPTEMBER 6, 2006



- REFERENCE MATERIAL**
- 1 - SCAPOOSE ACRE TRACTS PLAT BOOK 1 PAGE 81
  - 2 - Q.L. Emsley ROAD PARTITION
  - 3 - CE NO. 2418
  - 4 - CE NO. 2418
  - 5 - CE NO. 2418
  - 6 - CE NO. 2418
  - 7 - CE NO. 2418
  - 8 - CE NO. 2418
  - 9 - CE NO. 2418
  - 10 - CE NO. 2418
  - 11 - CE NO. 2418
  - 12 - CE NO. 2418
  - 13 - CE NO. 2418
  - 14 - CE NO. 2418
  - 15 - CE NO. 2418
  - 16 - CE NO. 2418
  - 17 - CE NO. 2418
  - 18 - CE NO. 2418
  - 19 - CE NO. 2418
  - 20 - CE NO. 2418

- LEGEND**
- ⊙ - MONUMENT FOUND AS NOTED
  - ⊙ - FOUND A 3/8" IRON ROD WITH A Y.P.C. MARKED "SERVEY 717" PER PARTITION 1984-8
  - ⊙ - FOUND A 5/8" IRON ROD WITH A Y.P.C. MARKED "K.L.G. SURVEYING INC."
  - ( ) - RECORD SURVEY DATA
  - CE NO. - RECORD SURVEY NO.
  - Y.P.C. - YELLOW PLASTIC CAP
  - - MONUMENT POINT NO. (SEE MONUMENT NOTES)

REGISTERED PROFESSIONAL LAND SURVEYOR <b>PRELIMINARY</b> DONALD D. WALLACE JR. JANUARY 13, 1993 GENERAL DATE 6/30/16	<b>K.L.G.</b> <b>SURVEYING</b> <b>INC.</b> 1004 ALDER ST. VERNON, OR 97154 (503) 463-8113	<b>SHEET 1 OF 2</b> JOB NO. 03-110 PROJECT NO. 03-808 DRAWN BY: EDC FIELD: DWD/TSD/AM INSTRUMENT: SINO/SINUS REVISED: 8/27/08
--	--	---

I, DONALD D. WALLACE JR., PROFESSIONAL LAND SURVEYOR DO HEREBY  
 CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL  
 PARTITION PLAT.  
 DONALD D. WALLACE JR.





# ROAD 16 Map



## Columbia County Web Maps



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





Richardson, Hayden <hayden.richardson@co.columbia.or.us>

---

## Road Name

1 message

---

**Welter, Lonny** <lonny.welter@co.columbia.or.us>

Fri, Dec 22, 2017 at 10:57 AM

To: Hayden Richardson <hayden.richardson@co.columbia.or.us>

Application for Road Name: Applicant C&P Investments.

Choice 1, Sandy Point Lane is OK

Choice 2, Sandy Point Way is OK

Choice 3, Sandy Point Road is NOT OK, we reserve "Road" for County maintained roads.

Sincerely,

Lonny Welter  
Transportation Planner  
Columbia County Road Department



BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

In the Matter of the Petition by C+P Investments )  
to Name a New Private Road, located ) ORDER NO. \_\_\_-\_\_\_\_\_  
off of Shady Way. near Scappoose, )  
"Sandy Point Way" )

WHEREAS, the Columbia County Board of Commissioners can name a private road if citizens so request, and if the Director of the County Land Development Services Department determines that under the circumstances, naming the private road would serve the interest of the public and be beneficial to the County; and

WHEREAS, on December 15, 2017, Mark Comfort, of C+P Investments, submitted a petition to name a new private road off of Shady Way near Scappoose; and

WHEREAS, the new private road services three properties known as Tax Map ID Numbers 4314-D0-00700, 4314-D0-00900, and 4314-D0-00901; and

WHEREAS, the Director of Land Development Services has determined that the petition meets the criteria set forth in Ordinance No. 81-6 (Rural Addressing Ordinance), Section 7.04, as amended, regarding the naming of private roads and recommends petitioner's 2<sup>nd</sup> choice, "Sandy Point Way." The Director's recommendation is attached hereto as Exhibit A and is incorporated herein by this reference.

NOW THEREFORE, IT IS HEREBY ORDERED that the new private road serving properties known as Tax Map ID Numbers 4314-D0-00700, 4314-D0-00900, and 4314-D0-00901 shall be named "Sandy Point Way."

Dated this \_\_\_ day of \_\_\_\_\_, 20\_\_.

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

Approved as to Form

By: \_\_\_\_\_  
Henry Heimuller, Chair

By: \_\_\_\_\_  
Office of County Counsel

By: \_\_\_\_\_  
Margaret Magruder, Commissioner

By: \_\_\_\_\_  
Alex Tardif, Commissioner

ORDER NO. \_\_\_-\_\_\_\_\_