



BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON

Wednesday, April 4, 2018
10:00 a.m. - Room 308

BOARD MEETING AGENDA

CALL TO ORDER/FLAG SALUTE

MINUTES:

Minutes, March 28, 2018 Board meeting.
Minutes, March 28, 2018 Work Session

VISITOR COMMENTS - 5 MINUTE LIMIT

HEARING(S):

- 1) Public Hearing to solicit public input on the closeout of the CDBG Grant Program

CONSENT AGENDA:

- (A) Ratify the Select to Pay for the week of 04.02.18.
- (B) Approve Personnel Action for Jaycn Normine.
- (C) Order No. 13-2018, "In the Matter of Conveying Certain Real Property in Clatskanie, Oregon, to Ricky Ross Richmond and Jeanette Lynn Richmond; Tax Map ID Nos. 7N5W05-00-00700 and 7N5W04-00-00800 and Tax Account Nos. 27355 and 27356."
- (D) Quitclaim Deed to Ricky Ross Richmond and Jeanette Lynn Richmond; Tax Map ID Nos. 7N5W05-00-00700 and 7N5W04-00-00800 and Tax Account Nos. 27355 and 27356 and authorize the Chair to sign.

AGREEMENTS/CONTRACTS/AMENDMENTS:

- (E) Ratify Intergovernmental Agreement C1-2018 with the City of Clatskanie for UASI Subrecipient Funding.
- (F) C11-2018 - Approve Memorandum of Agreement with the Columbia County Deputy Sheriff's Association regarding overtime.
- (G) C12-2018 - Lease Agreement with the City of Columbia City for Justice of the Peace Space

DISCUSSION ITEMS:

COMMISSIONER HEIMULLER COMMENTS:

COMMISSIONER MAGRUDER COMMENTS:

COMMISSIONER TARDIF COMMENTS:

EXECUTIVE SESSION:

10:30 AM - Executive Session under ORS 192.660(2)(a) - Interviews

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

In the Matter of Conveying Certain Real Property)
in Clatskanie, Oregon, to Rickey Ross Richmond and)
Jeanette Lynne Richmond; Tax Map ID Nos.)
7N5W04-00-00700 and 7N5W04-00-00800,)
and Tax Account Nos. 27355 and 27356) ORDER NO. 13-2018

WHEREAS, on January 29, 2015, *nunc pro tunc* October 2, 2014 the Circuit Court of the State of Oregon for the County of Columbia entered of record the General Judgment in *Columbia County v. Bahl, James L. & Freida M., et. al.*, Case No. 14-CV12025; and

WHEREAS, on October 12, 2016, pursuant to that General Judgment, Seller acquired foreclosed real property, including that certain parcel of land situated in Clatskanie, Oregon, having Tax Map ID Nos. 7N5W04-00-00700 and 7N5W04-00-00800 and Tax Account Nos. 27355 and 27356 (the "Property"), by deed recorded as document number 2016-008867 in the Columbia County deed records; and

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

WHEREAS, the County offered the Property for sale at auction on August 16, 2017, with a minimum bid of \$389,520.00, 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 for not less than 15% of the minimum bid at auction; and

WHEREAS, The Richmonds ("Buyers") have offered to purchase the Property for \$100,145.00, an amount exceeding the 15% minimum bid; and

WHEREAS, the County entered into a Purchase and Sale Agreement with Buyers on March 6, 2018; and

WHEREAS, Buyers' Due Diligence period has ended and Buyers have paid the purchase price in full as set forth in the Agreement; 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;

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 Rickey Ross Richmond and Jeanette Lynne Richmond, for \$100,000.00, plus an administrative fee in the amount 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.

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

4. Upon recording of the Quitclaim Deed, the County's principal broker shall be paid commission in the amount of \$5,000.

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 Nos. 27355 and 27356
Map

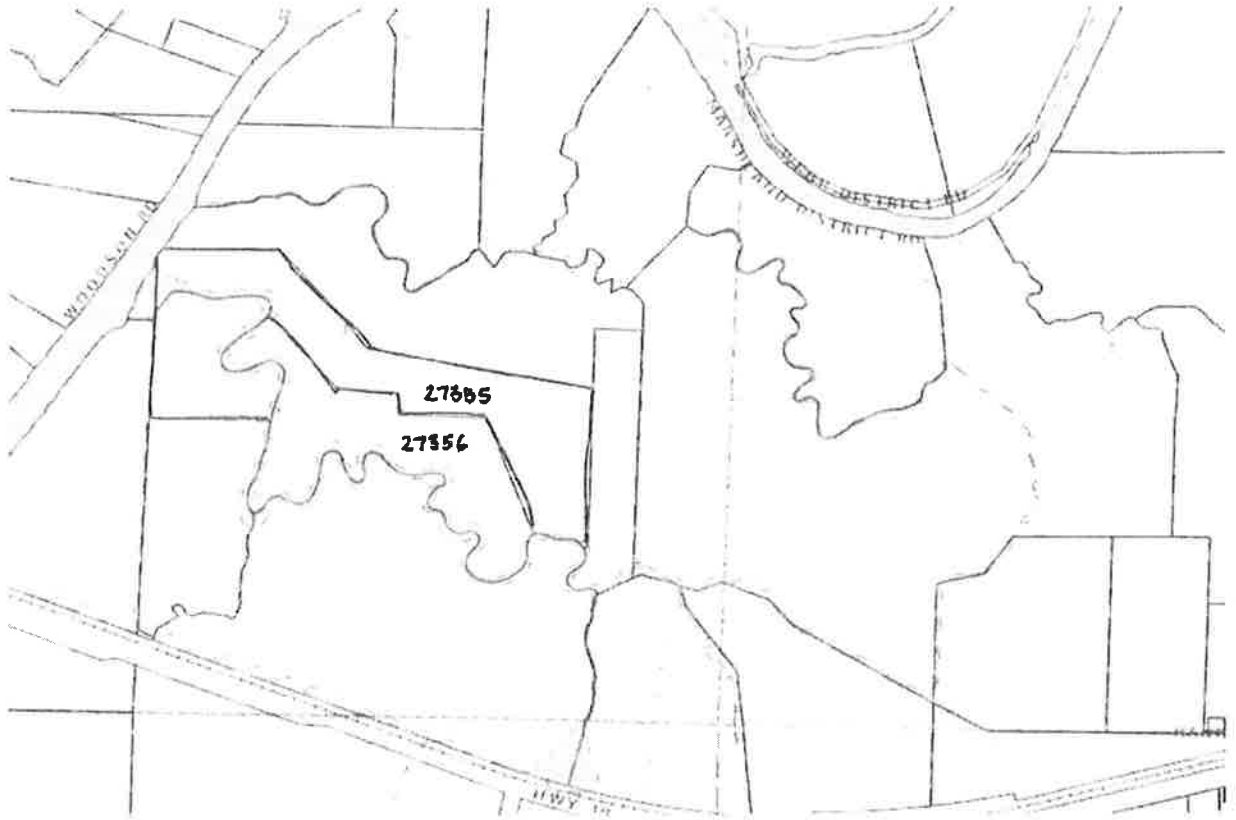


Exhibit B

AFTER RECORDING, RETURN TO GRANTEE:

Rickey Ross and Jeanette Lynne Richmond
11910 Eddings Road
Clatskanie, OR 97016

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 Rickey Ross Richmond and Jeanette Lynne Richmond, husband and wife, 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 Nos. 7N5W04-00-00700 and 7N5W04-00-00800 and Tax Account Nos. 27355 and 27356, and more particularly described on Exhibit A hereto.

The true and actual consideration for this conveyance is \$100,145.00.

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. 13-2018 adopted on the 4th day of April, 2018, 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 _____, 2018.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

Approved as to form

By: _____
Margaret Magruder, Chair

By: _____
Office of County Counsel

STATE OF OREGON)
)
County of Columbia)

ss.

ACKNOWLEDGMENT

This instrument was acknowledged before me on the ____ day of _____, 2018, by Margaret Magruder, 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 Nos 7N5W04-00-00700 and 7N5W04-00-00800 and
Tax Account Nos. 27355 and 27356**

Tax Acct. No. 27355

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.

Tax Acct. No. 27356

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' 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' East 877.1 feet from the Northwest corner of the Marshland Drainage District Tide Gate; thence South 43°55' East 626.0 feet; thence South 85°45' 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.

AFTER RECORDING, RETURN TO GRANTEE:

Rickey Ross and Jeanette Lynne Richmond
11910 Eddings Road
Clatskanie, OR 97016

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

QUITCLAIM DEED

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- 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.

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IN WITNESS WHEREOF, the Grantor has executed this instrument 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

STATE OF OREGON)
)
County of Columbia)

ss.

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This instrument was acknowledged before me on the _____ day of _____, 2018, by Margaret Magruder, Chair, Board of County Commissioners of Columbia County, Oregon, on behalf of which the instrument was executed.

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INTERGOVERNMENTAL AGREEMENT

Between

COLUMBIA COUNTY, OREGON

And

THE CITY OF CLATSKANIE

(hereinafter referred to as "Subrecipient Agency" or "Agency")

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

Recitals

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

WHEREAS, the State awarded UASI Grant # 15-170 to the City of Portland, Bureau of Emergency Management (PBEM), as Sub-Grantee, for Fiscal Year 2014 in the amount of \$2,576,060; and

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

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

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

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

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

WHEREAS, Columbia County, a PUA jurisdiction, entered into an Intergovernmental Agreement with the City of Portland (the "Portland IGA") to secure the County's commitment to follow the City-developed procurement, delivery, reimbursement, and reporting procedures, to ensure the County's compliance with all terms of the grant, and to obligate the County to coordinate with and obtain similar assurances from Sub-recipient Agencies within the County; and

WHEREAS, a copy of the Portland IGA is attached hereto as Attachment 1, and is incorporated herein by this reference; and

NOW, THEREFORE, the Parties agree as follows:

1. **The County agrees:**

To coordinate grant-related procurement, reimbursement, and reporting activities directly benefitting the Sub-recipient Agency consistent with the processes developed by the City of Portland to manage those activities. The County will be the point of contact for all requests made by Sub-recipient Agency. The County will submit purchase requests on behalf of the Sub-recipient Agency to the City of Portland.

2. **Sub-Recipient Agency agrees:**

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

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

I. Administrative Requirements: 2 CFR 200 (State and Local

- Governments); and 2 CFR Part 215 (Non-Profit Organizations);
- ii. Cost Principles: 2 CFR Part 225 (State, Local, and Tribal Governments); Part 230 (Non-Profit Organizations); and Federal Acquisition Regulations (FAR) Part 31.2 (Contracts with Commercial Organizations); and
 - iii. Audit Requirements: 2 CFR 200.21.
- c) To comply with all City and State procurement requirements, including the competitive bid processes as outlined in the Portland City Code (PCC) and Oregon Revised Statutes (ORS). A nonexclusive list of code and statutes commonly applicable to procurement include:
- I. PCC Chapter 5.33 (Goods and Services) and PCC Chapter 5.68 (Professional, Technical and Expert Service Contracts).
 - ii. ORS 279A (Public Contracting- General Provisions) and ORS 279B (Public Contracting- Public Procurements).
- d) That all equipment, supplies, and services procured by the Subrecipient Agency are as described in the approved grant budget documents.
- e) That regardless of how it is procured, all equipment and supplies purchased shall be owned by the Sub-recipient Agency until disposition takes place. The Sub-recipient Agency shall be responsible for inventory tracking, maintenance and storage while in possession of such equipment and supplies.
- f) That regardless of who the Owner is, all equipment purchased with grant funds will be made available to all eligible regional partners per 44 CFR 13.32(c)(2). All reasonable requests must be met when sufficient notice is given and no reasonable conflict exists. Owner may not charge "rental" fees for equipment, but may seek reimbursement for normal expendables (not already covered by grant funds) such as fuel, vehicle damage, maintenance for wear and tear, etc., when appropriate.
- g) To comply with all property and equipment tracking and monitoring processes required by the grant, this Agreement, the City and the State. To treat all single items of equipment purchased pursuant to the UASI grant that are valued over \$5,000 as fixed assets and to provide the City of Portland with a list of such equipment on an annual basis, using PBEM's Equipment Inventory Report and completing and returning the report to PBEM on or before June 30th. A copy must also be sent to the County. The list should include, but is not limited to, status, asset number, funding source, date of purchase, equipment description, serial number, and location where the equipment is housed or stored. Additionally, all equipment must have a sticker affixed that visibly states "Purchased with funds provided by the U.S.

Department of Homeland Security.” All requirements for the tracking and monitoring of fixed assets are set forth in 2 CFR 200 Subparts A-D and 2 CFR 200.21. 2 CFR 200.21 compliance supplement on transfer and disposition reporting can be found on the White House website: http://www.whitehouse.gov/sites/default/files/omb/assets/OMB/circulars/a133_compliance/2011/pt3.pdf. The Sub-recipient Agency shall maintain and store all equipment and supplies, provided or purchased, in the matter that will keep it safe, most prolong the life and in good working conditions at all times.

- h) That any request or invoice it submits for reimbursement of costs will be consistent with the items identified in the approved grant budget documents, which Sub-Recipient Agency has seen.
- I) That the Sub-Recipient Agency understands and accepts full financial responsibility and may not be reimbursed for costs incurred which have not been approved by the State and the U.S. Department of Homeland Security, FEMA Grant Programs Directorate.
- j) That the Sub-Recipient Agency will not deviate from the items listed in the approved grant budget documents without first securing written authority from the City of Portland, copied to the County.
- k) That all publications created with funding under the Grant shall prominently contain the following statement: “This document was prepared under a grant from FEMA’s Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA’s Grant Programs Directorate or the U.S. Department of Homeland Security.”
- l) That all financial records, supporting documentation and all other records pertinent to the grant or this IGA shall be retained by the Sub-Recipient Agencies following termination, completion or expiration of this Agreement for purposes of State of Oregon or Federal examination and audit, as established by Federal, State or City retention schedules (whichever is longer). Currently, the City of Portland’s retention requirement for these documents is 10 years. A nonexclusive list of code and statutes commonly applicable to retention include:
 - I. City of Portland Retention Schedules, Section 4808 <http://www.portlandonline.com/auditor/index.cfm?c=27183&a=7949>;
 - ii. OAR 166-200-0050(17);
 - iii. 2 CFR Part 200.333-337.

- m) To obtain a copy of 2 CFR 200 Subparts A-D, and to apprise itself of all rules and regulations set forth.
- n) Not to supplant its local funds with federal funds and to, instead, use the federal funds to increase the amount of funds that, in the absence of federal aid, would be made available to the Sub-Recipient Agency to fund programs within the Urban Areas Security Initiative grant program guidelines.
- o) To comply with National Incident management System (NIMS) objectives identified as requirements by the State and certify that the Sub-Recipient Agency is registered with the State as being NIMS compliant.
- p) To comply with all applicable federal, state, and local environmental and historic preservation (EHP) requirements and provide information requested to ensure compliance with applicable laws.
- q) To comply with federal guidelines concerning exclusions for vendors or contractors by verifying that a vendor or contractor is not excluded from receiving federal funds prior to any expenditure made and record of verification is maintained. Currently, verification can be made at the System for Award management site- www.sam.gov. A copy of this report must be submitted to the County as part of the documents required for reimbursement requests.
- r) To timely comply with all reporting obligations required by the Grant, the City, and this IGA.
- s) To provide the City with Performance and Program Reports, Financial Reimbursement Reports, Asset/Inventory reports and Audit Reports when required by the City and in the form required by the City.
 - I. Performance reports are due to the City on a quarterly basis (April 15, July 15th, October 15th, and January 15th during the term of the grant agreement. Late Performance Reports could result in the suspension and/or termination of the grant.
 - ii. Asset/inventory reports are due to the City on an annual basis, on June 30th of each year.
 - iii. Results of the Sub-Recipient Agency's 2 CFR 200.21 report are due to the City fifteen (15) days after the Sub-Recipient Agency's receipt of the report, along with a corrective action plan (if applicable). Sub-recipient Agencies expending \$750,000 or more in Federal awards during their fiscal year, are required to have an A-133 audit, as provided in OMB Circular A-133.
 - iv. Financial Reimbursement Reports are due no less frequently than

quarterly during the term of the grant agreement. Late Financial Reimbursement Reports could result in the suspension and/or termination of the grant.

- v. Per UASI Grant #15-170, Section 5b. Financial Reimbursement Reports, part ii, reimbursement for expenses will be withheld if Performance Reports are not submitted by the specified dates or are incomplete.
- t) To follow the travel expense and per diem guidelines as set forth by the U.S. General Services Administration (GSA) as well as the guidelines of the City and State. Per UASI Grant #15-170, Section 5b. Financial Reimbursement Reports, part iii, reimbursement rates for travel expenses shall not exceed those allowed by the State of Oregon. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the dates, times and places of travel, and the actual expenses or authorized rates incurred.
- u) To comply with a sub-recipient monitoring plan according to County direction.
- v) To comply with all applicable laws, regulations, program guidance and guidelines of the State of Oregon, the Federal Government and OEM in the performance of this Agreement, including but not limited to those listed in UASI Grant #15-170, Exhibit B, Federal Requirements and Certifications, Exhibit C, Subagreement Insurance Requirements and Exhibit D, Standard Operating Procedure Urban Areas Security Initiative (UASI) Program Management Under the Regional Disaster Preparedness Organization (RDPO).
- w) To comply with all of its obligations under this Agreement and any applicable, incorporated document or documents.
- x) Agency shall cause its contractor(s) or subcontractor(s) to indemnify, defend, save and hold harmless OEM, the City, the County, and their officers, employees and agents (indemnitee) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused in whole or in part, by the negligent or willful acts or omissions of the Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.
- y) Agency shall require its contractor(s) or subcontractor(s) to obtain insurance

in amounts required by OEM, in amounts not less than OEM's limits of liability under the Oregon Tort Claims Act, and shall provide that the State of Oregon, OEM, County, and the City and their officers, employees and members are named as Additional Insureds, but only with respect to the contractor's or subcontractor's services performed under this grant.

3. **Effective Date and Duration.** This Agreement shall be effective from the date the parties have signed and shall continue in effect until all mutual covenants expressed herein have been fully satisfied or until the Agreement is terminated due to the failure of one of the parties hereto to perform. The terms, conditions, representations and all warranties in this Agreement shall survive the termination or expiration of this Agreement.
4. **Amendment.** This Agreement may be amended by written agreement of the parties but must remain consistent with the requirements of the Urban Areas Security Initiative program, the UASI grants from the State to the City of Portland, and the Portland IGA.
5. **Termination.** Any party may terminate this Agreement in the event the other fails to comply with its obligations under the Agreement. If the Agreement is terminated due to the failure or inability of Sub-Recipient Agency to comply with the provisions of the grants or the Agreement, the Sub-Recipient Agency will be liable to the City of Portland for the full cost of any equipment, materials, or services provided by the City of Portland to the Sub-Recipient Agency, and for any penalties imposed by the State or Federal government. Each party will notify the other, in writing, of its intention to terminate this Agreement and the reasons therefor. The other party shall have fourteen days, or such other time as the parties may agree, from the date of the notice in which to correct or otherwise address the compliance failure which is the subject of the notice.
6. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of Oregon, without regard to principles of conflicts of law. Any claim, action, suit or proceeding that arises from or relates to this contract shall be brought and conducted exclusively within the Circuit Court of Columbia County for the State of Oregon. In the event a claim is brought in a federal forum, then it shall be brought and conducted solely and exclusively in the United States District Court for the District of Oregon.
7. **Counterparts.** This contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute one and the same instrument.
8. **Survival.** The terms, conditions, representations and all warranties in this contract shall survive the termination or expiration of this contract.
9. **Force Majeure.** Neither party shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond reasonable control. Each party shall make all reasonable efforts to remove or eliminate such a cause of

delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligations under this contract.

10. **Third Party Beneficiaries.** The County and the Agency are the only parties to this contract and are the only parties entitled to enforce its terms. Nothing in this contract gives, or is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such persons are individually identified by name herein.
11. **Successors in Interest.** The terms of this Agreement shall be binding upon the successors and assigns of each party hereto.
12. **Non-Discrimination.** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.
13. **Human Trafficking (2 CFR Part 175).** Sub-recipient Agency, employees, contractors and their respective employees may not:
 - a) engage in severe forms of trafficking in persons during the period of the time the award is in effect;
 - b) procure a commercial sex act during the period of time the award is in effect;
or
 - c) Use forced labor in the performance of the subgrant under the award.

A Sub-recipient Agency must inform the County, City, and OEM immediately of any information the Sub-Recipient Agency receives from any source alleging a violation of any of the above prohibitions in the terms of this IGA. OEM may terminate Grant #15-170, without penalty, for violation of these provisions. OEM's right to terminate Grant #15-170 unilaterally, without penalty, is in addition to all other remedies under Grant #15-170.

14. **Access to Records.** Each party shall maintain, and shall have access to the books, documents, papers and other records of the other party which are related to this agreement for the purpose of making audit, examination, excerpts, and transcripts. Copies of applicable records shall be made available upon request. Access to records for, Oregon Emergency Management (OEM), Oregon Secretary of State, the Office of the Comptroller, the General Accounting Office (GAO), or any of their authorized representatives, shall not be limited to the required retention period but shall last as long as records are retained.
15. **Subcontracts and Assignment.** Notwithstanding any goods or services the Sub-Recipient Agency procures using UASI grant funds received under this IGA, neither party will subcontract or assign any part of this agreement without the prior written consent of the other party. Notwithstanding County approval of a subcontractor, the Sub-Recipient Agency shall remain obligated for full performance hereunder, and

the County shall incur no obligation other than its obligations to the Sub-Recipient Agency hereunder.

16. **Entire Agreement.** The parties agree and acknowledge that this Agreement is a complete, integrated agreement that supersedes any prior understandings related to implementation of the FY 15 UASI program grants and that it is the entire agreement between them relative to those grants.

CITY OF CLATSKANIE

By: [Signature]
Greg Hinkelman, City Manager
Date: 21 March 2018

COLUMBIA COUNTY, OREGON

By: [Signature]
Margaret Magruder, Chair
By: [Signature]
Henry Heimuller, Commissioner
By: [Signature]
Alex Tardif, Commissioner
Date: 3/28/18

APPROVED AS TO FORM

By: [Signature]
County Counsel

Federal Award Identification (required by 2 CFR 200.331(a)(1))

1. Subrecipient Name: City of Clatskanie, Oregon
2. Subrecipient's Unique Identifier (i.e. DUNS number): ~~15-170~~ **9479862870000**
3. Sub-award Period of Performance Start and End Date: From 4.22.16 to 5.31.18
4. Total Amount of Federal Funds Obligated by this Agreement: \$22,913.00
5. Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement: **\$ 22,913.00**
6. Name of pass-through entity, and contact information for awarding official of the Pass through entity: Columbia County
c/o Steve Pegram, Director
Columbia County Emergency Management
280 Strand
St. Helens, OR
97051
7. Federal Award:
 - (a) Federal Award Identification Number (FAIN): BMW-2015-SS-00044S01
 - (b) Federal Award Date: August 13, 2015

- (c) Federal Awarding Agency: U.S. Department of Homeland Security, Federal Emergency Management Agency
- (d) CFDA Number and Name: 97.067 Homeland Security Grant Program
- (e) Is award R&D: No
- (f) Subrecipient's indirect cost rate: 0%
- (g) Federal Project Description: Urban Area Security Initiative plays an important role in the implementation of the National preparedness System by supporting the building, sustainment, and delivery of core capabilities in the Portland regional area essential to achieving the National Preparedness Goal of a secure and resilient Nation

INTERGOVERNMENTAL AGREEMENT**Between****THE CITY OF PORTLAND, OREGON****And****COLUMBIA COUNTY, OREGON**

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

Recitals

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

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

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

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

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

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

2. The Agency agrees:

- a) That it has read the award conditions and certifications for UASI Grant #15-170; including Exhibits A, B, C and D and that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the City, as grantee, under those grant documents.
- b) To comply with all City and State financial management processes, and to maintain accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP) and financial, administrative, and audit requirements as set forth in the most recent versions of the Code of Federal Regulations and Office of Management and Budget Circulars. A nonexclusive list of regulations commonly applicable to DHS grants includes:
 - i. Administrative Requirements: 2 CFR 200 (State and Local Governments) and 2 CFR Part 215 (Non-Profit Organizations).
 - ii. Cost Principles: 2 CFR Part 225 (State, Local, and Tribal Governments); Part 230 (Non-Profit Organizations); and Federal Acquisition Regulations (FAR) Part 31.2 (Contracts with Commercial Organizations).
 - iii. Audit Requirements: 2 CFR 200.21.
- c) To comply with all City and State procurement requirements, including the competitive bid processes as outlined in Portland City Code (PCC) and Oregon Revised Statutes (ORS). A nonexclusive list of code and statutes commonly applicable to procurement include:
 - i. PCC Chapter 5.33 (Goods and Services) and PCC Chapter 5.68 (Professional, Technical and Expert Service Contracts).
 - ii. ORS 279A (Public Contracting – General Provisions) and ORS 279B (Public Contracting – Public Procurements).

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

- j) That it will not deviate from the items listed in the approved grant budget documents without first securing written approval from the City.
- k) That all publications created with funding under this grant shall prominently contain the following statement: "This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."
- l) That all financial records, supporting documentation and all other records pertinent to this grant or agreements under this grant shall be retained by the Agency following termination, completion or expiration of this Agreement for purposes of State of Oregon or Federal examination and audit, as established by Federal, State or City retention schedules (whichever is longer). Currently, the City of Portland's retention requirement for these documents is 10 years. A nonexclusive list of code and statutes commonly applicable to retention include:
 - i. City of Portland Retention Schedules, Section 4808
<http://www.portlandonline.com/auditor/index.cfm?c=27183&a=7949>
 - ii. OAR 166-200-0050(17)
 - iii. 2 CFR 200.333-337
- m) To obtain a copy of 2 CFR 200 Subparts A-D, and to apprise itself of all rules and regulations set forth.
- n) Not to supplant its local funds with federal funds but rather use the federal funds to increase the amount of funds that, in the absence of federal aid, would be made available to fund programs within the UASI grant program guidelines.
- o) To comply with National Incident Management System (NIMS) objectives identified as requirements by the State and certify that the Agency and any sub-recipients of the Agency are registered with the State as being NIMS compliant.
- p) To comply with all applicable federal, state, and local environmental and historic preservation (EHP) requirements and provide information requested to ensure compliance with applicable laws.

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

GSA per diem rates can be found on the GSA website:

<http://www.gsa.gov/portal/content/104877>

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

BCP-FIN-6.13 Travel:

<http://www.portlandonline.com/auditor/index.cfm?c=34747&a=160271>

BCP-FIN-6.14 Non-travel Meals, Light Refreshments and Related Miscellaneous Expenses:

<http://www.portlandonline.com/auditor/index.cfm?&a=160283&c=34747>

- u) To develop a sub-recipient monitoring plan that shall be in compliance with the requirements set forth in the most recent versions of applicable CFR and OMB Circulars.
- v) To maintain a list of all sub-recipients of the Agency, and ensure that the entities on that list are in compliance with the terms of the Grant Agreement, including Attachment 1 and Exhibits A, B, C and D and Attachment 2. The list of sub-recipients shall be made available to the City by the Agency upon execution of this Intergovernmental Agreement, and the Agency shall immediately inform the City of any changes to the list. If the Agency's sub-recipient is a government entity, then the Agency must have an intergovernmental agreement in place with them and a copy of said agreement must be sent to the City.
- w) To comply with all applicable laws, regulations, program guidance and guidelines of the Federal Government, the State of Oregon, and OEM in the performance of this Agreement, including but not limited to those listed in UASI Grant #15-170, Exhibit B, Federal Requirements and Certifications, Exhibit C, Subagreement Insurance Requirements and Exhibit D, Standard Operating Procedure Urban Areas Security Initiative (UASI) Program Management Under the Regional Disaster Preparedness Organization (RDPO).

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

10. **Indemnification.**

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

b. The Agency shall take all reasonable steps to cause its contractor(s) or subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless OEM, the City, and their officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims

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

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

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

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

City of Portland

Comerio

Date 4-20-16

APPROVED AS TO FORM

[Signature]
Attorney
CITY ATTORNEY

Date 4-22-16

Columbia County, Oregon

By: [Signature]
ANTHONY HYDE, CHAIR

Date 4-13-16

APPROVED AS TO FORM

[Signature]
Attorney

Date 4-15-16

a. Performance Reports.

- i. Subrecipient agrees to submit performance reports, using a form provided by OEM, on its progress in meeting each of the agreed upon milestones. The narrative reports will address specific information regarding the activities carried out under the FY 2015 State Homeland Security Program.
- ii. Reports are due to OEM on or before the 30th day of the month following each subsequent calendar quarter (ending on March 31, June 30, September 30, and December 31).
- iii. Subrecipient may request from OEM prior written approval to extend a performance report requirement past its due date. OEM, in its sole discretion, may approve or reject the request.

b. Financial Reimbursement Reports.

- i. To receive reimbursement, Subrecipient must submit a signed Request for Reimbursement (RFR), using a form provided by OEM, that includes supporting documentation for all grant expenditures. RFRs may be submitted monthly but no less frequently than quarterly during the term of this Agreement. At a minimum, RFRs must be submitted on or before 30 days following each subsequent calendar quarter (ending on March 31, June 30, September 30, and December 31), and a final RFR must be submitted no later than 30 days following the end of the grant period.
- ii. Reimbursements for expenses will be withheld if performance reports are not submitted by the specified dates or are incomplete.
- iii. Reimbursement rates for travel expenses shall not exceed those allowed by the State of Oregon. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the dates, times, and places of travel, and the actual expenses or authorized rates incurred.
- iv. Reimbursements will only be made for actual expenses incurred during the Grant Award Period provided in Section 1. Subrecipient agrees that no grant may be used for expenses incurred before or after the Grant Award Period.

6. Disbursement and Recovery of Grant Funds.

- a. **Disbursement Generally.** OEM shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by OEM upon approval by OEM of an RFR. Eligible costs are the reasonable and necessary costs incurred by Subrecipient for the Project, in accordance with the Urban Area Security Initiative guidance and application materials, including without limitation the United States Department of Homeland Security Notice of Funding Opportunity (NOFO), that are not excluded from reimbursement by OEM, either by this Agreement or by exclusion as a result of financial review or audit. The guidance, application materials and NOFO are available at http://www.oregon.gov/OMD/OEM/Pages/plans_train/grant_info.aspx.
- b. **Conditions Precedent to Disbursement.** OEM's obligation to disburse Grant Funds to Subrecipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. OEM has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow OEM, in the exercise of its reasonable administrative discretion, to make the disbursement.

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

b. **Retention of Records.** Subrecipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for until the latest of (a) six years following termination, completion or expiration of this Agreement, (b) upon resolution of any litigation or other disputes related to this Agreement, or (c) as required by 2 CFR 200.333. It is the responsibility of Subrecipient to obtain a copy of 2 CFR Part 200, and to apprise itself of all rules and regulations set forth.

c. **Audits.**

- i. If Subrecipient expends \$750,000 or more in Federal funds (from all sources) in its fiscal year, Subrecipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR 200 Subpart F. Copies of all audits must be submitted to OEM within 30 days of completion. If Subrecipient expends less than \$ 750,000 in its fiscal year in Federal funds, Subrecipient is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in Section 8.a. herein.
- ii. Audit costs for audits not required in accordance with 2 CFR 200 Subpart F are unallowable. If Subrecipient did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the grant.
- iii. Subrecipient shall save, protect and hold harmless the OEM from the cost of any audits or special investigations performed by the Secretary or any federal agency with respect to the funds expended under this Agreement. Subrecipient acknowledges and agrees that any audit costs incurred by Subrecipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Subrecipient and the State of Oregon.

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

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

- v. Subrecipient must develop or require its contractor to develop adequate maintenance procedures to keep the property and equipment in good condition.
- vi. If Subrecipient is authorized to sell the property or equipment, proper sales procedures must be established to ensure the highest possible return.
- vii. Subrecipient agrees to comply with 38 CFR 200.313 pertaining to use and disposal of equipment purchased with Grant Funds, including when original or replacement equipment acquired with Grant Funds is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency.
- viii. Subrecipient shall require its contractors to use property and equipment management requirements that meet or exceed the requirements provided herein applicable to all property and equipment purchased with Grant Funds.
- ix. Subrecipient shall, and shall require its contractors to, retain the records described in this Section 9.b for a period of six years from the date of the disposition or replacement or transfer at the discretion of OJ/M. Title to all property and equipment purchased with Grant Funds shall vest in Subrecipient if Subrecipient provides written certification to OJ/M that it will use the property and equipment for purposes consistent with the State Homeland Security Program.
- x. Subagreement indemnity/insurance. Subrecipient's subagreement(s) shall require the other party to such subagreement(s) that is not a unit of local government as defined in ORS 190.002 (if any), to indemnify, defend, save and hold harmless OJ/M and its officers, employees, and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of one of or party to Subrecipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that OJ/M shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of OJ/M, be indemnified by the other party to Subrecipient's subagreement(s) from and against any and all Claims.

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

Subrecipient shall require the other party (or parties), to each of its subagreements that are not units of local government as defined in ORS 190.002, to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement.

Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

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

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

- b. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. Each party shall bear its own costs incurred under this Section 11.b.
- c. **Responsibility for Grant Funds.** Any Subrecipient of Grant Funds, pursuant to this Agreement with OEM, shall assume sole liability for that Subrecipient's breach of the conditions of this Agreement, and shall, upon such recipient's breach of conditions that requires OEM to return funds to the FEMA, hold harmless and indemnify OEM for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the Subrecipient of Grant Funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.

be included. Subrecipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.

- k. **Independent Contractor.** Subrecipient shall perform the Project as an independent contractor and not as an agent or employee of OEM. Subrecipient has no right or authority to incur or create any obligation for or legally bind OEM in any way. Subrecipient acknowledges and agrees that Subrecipient is not an "officer", "employee", or "agent" of OEM, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- m. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. **Integration and Waiver.** This Agreement, including all Exhibits and referenced documents, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Subrecipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

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

SIGNATURE PAGE TO FOLLOW

Exhibit A

Grant No: 15-170

Subrecipient: City of Portland, Bureau of Emergency Management

I. Project Description

Project Title: FY 15 Urban Area Security Initiative (UASI)

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

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

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

II. Budget

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

Total

\$2,579,060

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

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

1. **Non-discrimination and Civil Rights Compliance** – Subrecipient, and all its contractors and subcontractors, assures compliance with all applicable nondiscrimination laws – including but not limited to:
 - a. Title VI of the Civil Rights Act of 1964, 42 USC § 2000d et seq., as amended, and related nondiscrimination regulations in 6 CFR Part 21 and 44 CFR Part 7
 - b. Title VIII of the Civil Rights Act of 1968, 42 USC § 3601, as amended, and implementing regulations at 6 CFR Part 21 and 44 CFR Part 7
 - c. Titles I, II, and III of the Americans with Disabilities Act of 1990, as amended, 42 USC §§ 12101 - 12213.
 - d. Age Discrimination Act of 1975, 42 USC § 6301 et seq.
 - e. Title IX of the Education Amendments of 1972, as amended, 20 USC § 1681 et seq.
 - f. Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794, as amended
 - g. If, during the past three years, subrecipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, subrecipient must provide a letter certifying that all documentation of such proceedings, pending or completed, including outcome and copies of settlement agreements will be made available to OEM upon request. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against Subrecipient, or Subrecipient settles a case or matter alleging such discrimination, Subrecipient must forward a letter to OEM summarizing the finding and making a copy of the complaint and findings available to OEM.
2. **Services to Limited English Proficient (LEP) Persons.** Subrecipient, and any of its contractors and subcontractors agrees to comply with the requirements Title VI of the Civil Rights Act of 1964 and Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin and resulting agency guidance, national origin discrimination includes discrimination on the basis of LEP. To ensure compliance with Title VI, Subrecipient must take reasonable steps to ensure that LEP persons have meaningful access to your programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Subrecipient is encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance additional information regarding LEP obligations, please see <http://www.lep.gov>.

- N. Patents and Intellectual Property Rights.** Unless otherwise provided by law, Subrecipient is subject the Bayh-Dole Act, 35 USC § 200 et seq., as amended, including requirements governing the development, reporting and disposition of rights to inventions and patents resulting from financial assistance awards, 37 CFR Part 401, and the standard patent rights clause in 37 CFR § 401.14.
- O. Use of DHS Seal, Logo and Flags.** Subrecipient agrees to obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
- P. Personally Identifiable Information (PII).** Subrecipient, if it collects PII, is required to have a publicly available privacy policy that described what PII they collect, how they use it, whether they share it with third parties and how individuals may have their PII corrected where appropriate.
- Q. Federal Debt Status.** Subrecipient shall be non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, benefit overpayments and any amounts due under Section 11.c of this Agreement. See OMB Circular A-129 for additional information and guidance.
- R. Energy Policy and Conservation Act.** Subrecipient must comply with the requirements of 42 USC § 6201 which contains policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with the Act.
- S. Lobbying Prohibitions.** Subrecipient must comply with 31 USC §1352, which provides that none of the funds provided under an award may be expended by the subrecipient to pay any person to influence, or attempt to influence and officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.
- T. Terrorist Financing.** Subrecipient must comply with US Executive Order 13224 and US law that prohibits transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of Subrecipients to ensure compliance with the EO and laws

Bodily Injury, Death and Property Damage:

\$500,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

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

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

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

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

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

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

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

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

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

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

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

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

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Final: Approved at April 11, 2012 Steering Committee Meeting

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

B. Guiding Principles

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

C. Allocation Process

1. Annual Grant Application and Award

a. Steering Committee

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

b. Program Committee

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

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Final: Approved at April 11, 2012 Steering Committee Meeting

- b. The GFC vets the proposal to ensure the project is eligible and the budget is accurate. The GFC also reviews for compliance with city, state and federal requirements. The GFC submits allowable proposals to the PrC for review and approval.
 - c. The PrC takes action on reallocation requests below \$20,000 and submits requests above \$20,000 to the SC for review.
 - d. The Steering Committee notifies the GFC of approved/denied requests.
 - e. The GA/POC submits approved reallocation requests above \$10,000 to the SAA for approval.
3. Process for reprogramming grant funding (the reassignment of funds to a newly identified project consistent with the investment justification):
- a. PrC Chair calls for all WGs to submit reprogramming project proposals and detailed budgets.
 - b. The PrC reviews and acts on the reprogramming proposals and prioritizes approved proposals for funding. Regional staff provides support in the tracking of these projects and in completing and maintaining paperwork.
 - c. The GFC reviews all projects for eligibility and budgets for accuracy.
 - d. The PrC submits a summary report of the recommended proposals to the SC for review and approval.
 - e. The GA/POC submits reprogramming requests approved by the SC to the SAA for final approval.

Adopted: April 11, 2012

Approved: April 11, 2012

Steering Committee Chair

Date

Steering Committee Vice-Chair

4/11/12

Date

**MEMORANDUM OF AGREEMENT (MOA)
by and between Columbia County (County)
and the Columbia County Deputy Sheriffs' Association (CCDSA)**

This Agreement is made and entered into by the County and the CCDSA.

1. The parties agree to amend Article 16 Working Conditions, Section 16.7 of the July 1, 2017 through June 30, 2022, Collective Bargaining Agreement (CBA).
2. The parties agree that the amendments set forth in this MOA shall be implemented immediately after execution of this MOA by both parties.
3. The parties agree that the amendments shall read as follows:

ARTICLE 16 - WORKING CONDITIONS

16.7 Meal Periods and Meals.

Corrections, Corporals and Deputies, Enforcement Corporals and Deputies, Animal/Dog Control Officer, and Corrections Technicians shall be granted a one (1)-hour compensated meal period each work shift **except for during attendance at off site training and/or when attending the DPSST academy when a lunch period is provided. During such attendance, the employee shall be granted an unpaid lunch period. Employees shall not be paid overtime for an unpaid lunch period.**

Corrections Clerk, Civil Clerk, Senior Civil Deputy, Civil Deputy, Evidence Technician, Court Security Deputy and the Support Service Clerk shall be granted a one (1)-hour unpaid meal period each work shift. Such meal period shall be scheduled as close as practical to the middle of the work day.


The County shall furnish a one-half (1/2) hour compensated meal period to any employee who, at the County's request, works three (3) hours beyond their regular quitting time and the employee shall be eligible to receive a meal furnished by the County from the jail kitchen.

An additional one-half (1/2) hour compensated meal period shall be furnished each four (4) hours thereafter and the employee shall be eligible to receive a meal furnished by the County from the jail kitchen.

Employees working in the jail shall be eligible to receive a meal, furnished by the County from the jail kitchen, as compensation to the employee for inability to take a meal period away from the work site. It is the responsibility of the employee to schedule his or her meal period at an appropriate time and to coordinate with the Jail Manager, or designee, when it is practical.

In witness whereof, County and CCDSA have executed this MOA on the ____ day of March, 2018.

FOR COLUMBIA COUNTY DEPUTY
SHERIFFS' ASSOCIATION:

By:  ^{CCDSA PRES.}
Dave Peabody, President

FOR THE COUNTY: BOARD OF COMMISSIONERS
FOR COLUMBIA COUNTY OREGON:

By: _____
Chair

By: _____
Commissioner

By: _____
Commissioner

Approved as to form: _____
County Representative

**LEASE AGREEMENT BETWEEN
CITY OF COLUMBIA CITY and COLUMBIA COUNTY**

THIS LEASE is made this _____ day of March, 2018, by and between the CITY OF COLUMBIA CITY, a municipal corporation of the State of Oregon, hereinafter called “CITY” and COLUMBIA COUNTY, a political subdivision of the State of Oregon, hereinafter called “COUNTY”.

ARTICLE I

PREMISES

Section 1.01 – Description

CITY leases to COUNTY, on the terms and conditions stated below, the Community Hall (hereinafter “the Premises”), located at 1850 Second Street in Columbia City, Oregon.

Section 1.02 – Use of the Premises

COUNTY shall use the Premises as a courtroom for the Columbia County Justice Court, and other purposes directly related thereto. With the written consent of CITY, COUNTY may use or permit the Premises to be used for other purposes which are consistent with the primary use described herein.

Section 1.03 – Restrictions on Use

In connection with the use of the Premises, COUNTY shall:

- (a) Conform to all applicable laws and regulations of any public authority affecting the Premises and its use, and correct at COUNTY’s own expense any failure of compliance created through COUNTY’s fault or by reason of COUNTY’s use, but COUNTY shall not be required to make any structural changes to effect such compliance.
- (b) Refrain from any activity which would make it impossible to insure the Premises against casualty, would increase the insurance rates, or prevent the CITY from taking advantage of any ruling of the Oregon Insurance Rating Bureau or its successor allowing CITY to obtain reduced premium rates for long-term fire insurance policies, unless COUNTY pays the additional cost of the insurance.
- (c) Refrain from any use which would unreasonably offend owners or users of neighboring premises or which would tend to create a nuisance or damage the reputation of the Premises or constitute waste.
- (d) Refrain from storing on or discharging from or onto the Premises any hazardous, toxic, or infectious wastes, material or substances and any other pollutants or contaminants as now or hereafter defined by any federal, state or local agency rule or regulation, including, as amended, the Clean Air Act, the Clean Water Act, the Resource Conservation and Recovery Act, the Comprehensive Environmental

Response, Compensation and Liability Act, The Toxic Substances Control Act, and the Emergency Planning and Community Right-to-Know Act, together with, all regulations adopted thereunder. COUNTY shall save harmless, indemnify, and defend CITY from any claim, demand or liability resulting from such wastes, materials substances, pollutants and contaminants, and COUNTY shall pay all costs and expenses resulting from such wastes, materials, substances, pollutants or contaminants, including but not limited to, cleanup costs, consultant fees, expert fees, attorney fees, fines, judgments, forfeitures, damages for loss of use and all other losses of any kind.

- (e) Exercise reasonable diligence in its operation on and from Premises; shall carry on all operations hereunder in a good and workmanlike manner, having due regard for public safety and the prevention of waste and for the restoration and conservation of said Premises for future use; shall insofar as possible restore the Premises to its former condition except as otherwise authorized herein or as may be approved or ordered by CITY.
- (f) Apply for and obtain, before doing business on the Premises, all permits or licenses that may be required by any federal, state, county, municipal or other regulatory agency.

ARTICLE II

TERM

Section 2.01 – Term

The term of this lease shall commence retroactive to the 1st day of February, 2018, and shall terminate January 31, 2019, unless sooner terminated as provided herein. COUNTY's use of the Premises shall be limited to every Wednesday of each month during the term of the Lease. Hours of use shall be from 8:30 a.m. to 12:30 p.m.

Section 2.02 – Holdover

If this lease is not renewed at or before the expiration of the Term described above, it shall continue on a month-to-month basis, subject to all of the provisions of this lease except the provisions for term.

If a month-to-month tenancy results from a holdover by COUNTY, the tenancy shall be terminable at the end of any monthly rental period on written notice from either party given not less than ninety (90) days prior to the termination date which shall be specified in the notice.

ARTICLE III

RENT

Section 3.01 – Basic Rent

COUNTY shall pay to CITY the sum of \$100 per day of use beginning February 1, 2018, with the understanding that each day of use shall not exceed four (4) hours unless otherwise

agreed between CITY and County. COUNTY shall pay to CITY the sum of \$25 per hour for all agreed upon additional hours. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent. In the event sufficient funds shall not be appropriated and/or received by COUNTY for the payment of rent, then either party may terminate this Agreement immediately upon notice to the other party.

Section 3.02 – Time and Place of Payments

COUNTY shall pay all rent to CITY on or before the 20th day of each calendar month for the prior month's use of the Premises. Payment shall be made to the CITY at the office of the City of Columbia City, in Columbia City, Oregon, or such other place as the CITY may designate.

ARTICLE IV

COUNTY OBLIGATIONS

Section 4.01 - Improvements

COUNTY shall not alter existing improvements without CITY's consent. All proposed new improvements must first have the written consent of CITY, and the construction or alterations must be done in compliance with all applicable federal, state and local rules and regulations.

Section 4.02 – Utilities

CITY shall provide sewer, water, gas, electricity and all other charges for utilities which may be furnished to the Premises.

ARTICLE V

INSURANCE

Section 5.01 – Indemnity

COUNTY agrees to fully indemnify, save harmless and defend the CITY, its elected or appointed officials, commissioners, officers, agents and employees from and against all demands, claims and actions and all expenses incidental to the investigation and defense thereof, based upon or arising out of damages or injuries to CITY or to third persons or their property, caused by the fault or negligence or an error or omission in whole or in part of the COUNTY, its subtenants, employees, subcontractors, invitees or licensees in the use or occupancy of the Premises; provided that the CITY shall give to the COUNTY prompt and reasonable notice of such claims or actions, and the COUNTY shall have the right to investigate, compromise and defend the same; further provided such claim is not the result of a negligent act of omission of the CITY. COUNTY's liability under this Lease is subject to the limits and provisions of Article XI, Section 10 of the Oregon Constitution, and ORS 30.260 to 30.300, the Oregon Tort Claims Act.

Section 5.02 – Fire and Hazard Insurance

Section 5.02.01. CITY shall throughout the lease term keep the Premises insured against loss by fire and other hazards covered by a standard form of insurance policy with extended coverage endorsement including theft, vandalism and malicious mischief. COUNTY shall bear the expense of any insurance insuring the property of the COUNTY on the Premises against such risks but shall not be required to insure.

Section 5.02.02. CITY's and COUNTY's insurance coverage shall contain provisions for waiver of subrogation in standard form. Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement, and in the event of insured loss neither party's insurance company shall have a subrogated claim against the other.

Section 5.03 – Public Liability Insurance

COUNTY shall procure and continuously maintain during the term of this Lease general public liability and property damage insurance with combined single limits, or their equivalent, of not less than \$200,000 for each occurrence and a \$500,000 aggregate for bodily injury and/or property damage. The City shall be an additional insured. The insurance shall be in a form sufficient to protect CITY and COUNTY against claims of third persons for personal injury, death or property damage arising from the use, occupancy or condition of the Premises or improvements on the Premises. The County will provide a certificate of insurance and additional insured endorsement upon request of the City.

ARTICLE VI

DEFAULT

Section 6.01 – Time is of the Essence

It is mutually agreed that time is of the essence in the performance of all covenants and conditions to be kept and performed under the terms of this Lease.

Section 6.02 – Events of Default

Each of the following events shall be a default by COUNTY and a breach of this Lease:

- (a) **Default in Rent.** Failure of COUNTY to pay any rent or other charge within fifteen (15) days after it is due.
- (b) **Default in Other Covenants.** Failure of COUNTY to comply with any term or condition or fulfill any obligation of the Lease (other than payment of rent or other charges) within thirty (30) days after written notice by CITY specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the thirty (30) day period, this provision shall be complied with if COUNTY begins correction of the default within the thirty (30)

day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

- (c) **Insolvency.** Insolvency of COUNTY; an assignment for the benefit of creditors; the filing by COUNTY of a voluntary petition in bankruptcy; an adjudication that COUNTY is bankrupt or the appointment of a receiver of the properties of COUNTY; the filing of an involuntary petition in bankruptcy and failure of the COUNTY to secure a dismissal of the petition within thirty (30) days after filing; attachment of or the levying of execution of the leaseholder's interest and failure of the COUNTY to secure discharge of the attachment or release of the levy of execution within thirty (30) days.

Section 6.03 – Remedies on Default

In the event of a default, the COUNTY may, at its option, terminate the Lease by notice in writing by registered or certified mail to CITY. The notice may be given before or within the applicable grace period for default and may be included in a notice of failure of compliance. If the Premises is abandoned by COUNTY in connection with a default, termination shall be automatic and without notice.

- (a) **Damages.** In the event of termination for default, CITY shall be entitled to recover immediately, without waiting until the due date of any future rent or until the date fixed for expiration of the lease term, the following amounts as damages:
- (1) The worth at the time of award of the unpaid rent which had been earned at the time of termination;
 - (2) Any other amount necessary to compensate CITY for all damage proximately caused by COUNTY's breach of its obligations under this Lease, or which in the ordinary course of things would be likely to result therefrom.
- (b) **Re-entry After Termination.** If the Lease is terminated for any reason, COUNTY's liability to CITY for damages shall survive such termination, and the rights and obligations of the parties shall be as follows:
- (1) COUNTY shall surrender the Premises in good condition and vacate the Premises immediately, remove any property of COUNTY including any fixtures which COUNTY is required to remove at the end of the lease term, restore the Premises to its original condition required at the end of the term, and deliver all keys to the CITY.
 - (2) Notwithstanding the above, alterations or improvements constructed by the COUNTY with permission from the CITY shall not be removed or restored to the original condition unless requested by CITY. Depreciation and wear from ordinary use for the purpose for which the Premises wear let need not be restored, but all repair for which the COUNTY is responsible shall be completed to the latest practical date prior to such surrender.

(c) **Preservation of Property.** In the event any violation or breach of the provisions of this Lease is causing damage to the Premises or the COUNTY is utilizing the Premises in a manner not permitted by the provisions of this Lease, or in any case damages are occurring to the Premises, the CITY may immediately enter upon the Premises and take such action as necessary to cease such damages or use. COUNTY shall be liable to CITY for all costs reasonably incurred in correcting such violations.

Section 6.04 – Nonwaiver

Waiver by either party of strict performance of any provision of this Lease shall not be a waiver of or prejudice the party’s right to acquire strict performance of the same provision in the future or of any other provision.

Section 6.05 – Termination

This Lease may not be terminated by CITY without cause unless otherwise agreed by the parties, but COUNTY may terminate at any time without cause by giving written notice to CITY thirty (30) days in advance of the termination date. Upon termination of the Lease for any reason, COUNTY shall deliver all keys to the CITY and surrender the leased Premises in good condition.

ARTICLE VII

MAINTENANCE

Section 7.01 – Maintenance by COUNTY. COUNTY shall be responsible for all maintenance and repairs resulting from the negligence of COUNTY, its agents, employees, licensees and invitees.

Section 7.02 – Maintenance by CITY. CITY shall be responsible for repairs and maintenance of the Premises (interior and exterior), repair of sidewalks, driveways, curbs, parking areas, and areas used in common by CITY and COUNTY, including landscaping areas, hallways and restrooms, and repair and maintenance of water, sewage, gas and electrical services.

ARTICLE VIII

MISCELLANEOUS

Section 8.01 – Assignment of Interest or Rights

Neither COUNTY nor any assignee or other successor of COUNTY shall in any manner, directly or indirectly, by operation of law or otherwise, sublease, assign, transfer, mortgage or encumber any of CITY’S rights in and to this Lease or any interest therein nor license or permit the use of the rights herein granted in whole or in part without the prior written consent of the CITY.

Section 8.02 – Successors Obligated

All rights, remedies, and liabilities herein given to or imposed upon either of the parties to this Lease shall extend and inure to the benefit of, and bind, as the circumstances may require, the heirs, executors, administrators, successors and permissible assigns, of such parties, subject to the limitations previously set forth in this Lease.

Section 8.03 – Warranties/Guarantees

CITY leases the Premises “AS IS” to COUNTY. CITY makes no warranty, guarantee, or averment of any nature whatsoever concerning the physical condition of the Premises, and it is agreed that CITY will not be responsible for any loss, damage, or costs which may be incurred by COUNTY by reason of any such physical condition, except for any such loss, damage, or costs caused by CITY’s failure to maintain and repair the Premises as described in Section 7.02 above.

Section 8.04 – Modification

This agreement may be changed, altered or amended only by mutual written consent of the parties. Modification of the Lease as to term, area or any other reason shall result in renegotiation of the rental.

Section 8.05 – Merger/Integration

This Lease constitutes the entire agreement between the parties and no oral statement, representation, or agreement not herein expressed shall be binding upon any party. This Lease waives and supersedes any other agreements, understandings, negotiations or representations of the parties, whether verbal or in writing.

Section 8.06 – Clause Paramount – Choice of Oregon Law and Forum

For all claims, demands, suites, actions and proceedings against CITY, of every kind and nature, including without limitation, those sounding in contract or tort or for the breaching of warranty, the laws of the state of Oregon shall be, without exception or limitation, binding and controlling law, and damages shall not exceed the amounts set forth in the Oregon Tort Claims Act. Any and all suits, actions and proceedings, of every kind and nature whatsoever, against CITY shall be filed and maintained exclusively in the Circuit Court, of the State of Oregon, for the County of Columbia.

Section 8.07 – Severability

If any provision shall be determined to be unlawful or in conflict with any governmental rule or regulation, such provision shall be deemed severable from this agreement and the other terms, provisions, and agreements contained herein shall continue in full force and effect; provided, however, that if any provision so invalidated shall be such that it would substantially frustrate the material purposes of this Lease and it would be unconscionable to hold either party bound by the terms hereof, such party may, at its option, terminate the Lease by written notice at any time within thirty (30) days of finding or determining such invalidity or conflict. If the other party shall dispute

whether the same shall constitute grounds for termination under this provision, this Lease agreement shall remain in full force and effect until the matter may be finally adjudicated.

Section 8.08 Attorney’s Fees

If suit or action is instituted in connection with any controversy arising out of this Lease, including appeal therefrom, each party shall be responsible for its own attorneys’ fees, expenses, costs and disbursements for said suit or action.

Section 8.09 – Headings

The article and section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provisions of this Lease.

Section 8.10 - Consent of CITY

Whenever consent, approval or direction by the CITY is required under the terms of this Lease, all such consent, approval or direction shall be received in writing from the City Administrator/Recorder, or other designated representative of the CITY.

Section 8.11 – Notices

All notices required under this Lease shall be deemed properly served if sent by registered or certified mail to the last address previously furnished by the parties. Until changed by the parties by notice in writing, notices shall be sent to:

CITY OF COLUMBIA CITY
P.O. Box 189
Columbia City, OR 97018

COLUMBIA COUNTY
Justice Court
Columbia County Courthouse
230 Strand Street
St. Helens, OR 97051

Date of service of such notice is the date that such notice is deposited at a United States Post Office, postage prepaid.

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IN WITNESS WHEREOF, the parties hereto have subscribed their names the day and year first hereinabove written.

DATED this _____ day of March, 2018

CITY:

CITY OF COLUMBIA CITY

By: _____

By: _____

DATED this _____ day of March, 2018

COUNTY:

BOARD OF COUNTY COMMISSIONERS

FOR COLUMBIA COUNTY, OREGON

By: _____

Margaret Magruder, Chair

By: _____

Henry Heimuller, Commissioner

By: _____

Alex Tardif, Commissioner

Approved as to form

By: _____

Office of County Counsel