



# BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON

Wednesday, August 29, 2018  
10:00 a.m. - Room 308

## BOARD MEETING AGENDA

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### CALL TO ORDER/FLAG SALUTE

### MINUTES:

Minutes, August 15, 2018 Board meeting.  
Minutes, August 15, 2018 Work Session

### VISITOR COMMENTS - 5 MINUTE LIMIT

### HEARING(S):

- 1) Continue Public Hearing, "In the Matter of the Application of Scott Winegar for a Comprehensive Plan and Zoning Map Amendment from Rural Residential (RR-2) to Community Service Institutional (CS-1)".

### CONSENT AGENDA:

- (A) Ratify the Select to Pay for the week of 08.21.18 & 08.28.18.
- (B) Appoint Dena Chesney to the Citizen Transportation Advisory Committee for a three year term. Term to expire 12.31.2021.
- (C) Order No. 33-2018 In the Matter of Conveying Certain Real Property In Scappoose, Oregon, to Hillcrest Investments, LP; Tax Map ID No. 3N2W22-AC-12100 and Tax Account No. 6256.
- (D) Quitclaim Deed to Hillcrest Investments, LP; Tax Map ID No. 3N2W22-AC-12100 and Tax Account No. 6256 , and Authorize the Chair to sign.
- (E) Order No. 34-2018 In the Matter of Conveying Certain Real Property In Birkenfeld, Oregon, to David and Gayle Swenson; Tax Map ID No. 6N5W06-BC-03500 and Tax Account No. 25266
- (F) Quitclaim Deed to David and Gayle Swenson; Tax Map ID No. 6N5W06-BC-03500 and Tax Account No. 25266, and Authorize the Chair to sign.

**AGREEMENTS/CONTRACTS/AMENDMENTS:**

- (G) C77-2018 - Amendment #1 to Intergovernmental Agreement No. 1819Columbia-001 with the Oregon State Marine Board and authorize Steve Salle to sign.
- (H) C88-2018 - Amendment No. 10 to Intergovernmental Agreement No. 720-07 with Portland Community College for CC Rider and authorize Chair to sign.
- (I) C90-2018 - Permit and Hold Harmless Agreement with the City of St. Helens for Halloweentown Activities on County Facilities and authorize the Chair to sign.
- (J) C91-2018 - Permit and Hold Harmless Agreement with the City of St. Helens for Holiday Decor on County Facilities and authorize the Chair to sign

**DISCUSSION ITEMS:**

**COMMISSIONER HEIMULLER COMMENTS:**

**COMMISSIONER MAGRUDER COMMENTS:**

**COMMISSIONER TARDIF COMMENTS:**

**EXECUTIVE SESSION:**

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

COLUMBIA COUNTY, OREGON  
 INTEREST FORM APPLICATION FOR BOARDS/COMMITTEES

Columbia County  
 Board of Commissioners  
 JUN 20 2018  
*Jaw*  
*TDW*

In order for the County Commissioners to more thoroughly assess the qualifications of persons interested in serving on a Columbia County board/committee, you are requested to fill out this interest form application as completely as possible. You are encouraged to attach or enclose supplemental information or a resume which further details your involvement in volunteer activities, public affairs, civic services, published writing, affiliations, etc.

A. Please list, in order of priority, any Columbia County board/committee on which you would be interested in serving and why.

CCR Advisory  
 \_\_\_\_\_  
 \_\_\_\_\_

B. Name Dena Chesney  
 Mailing Address 1111 St. Helen's St.  
 City St. Helens State OR Zip Code 97051  
 Columbia County Resident? Yes  No   
 Home Phone 503-369-0167 Fax \_\_\_\_\_  
 E-Mail Address: \_\_\_\_\_

C. Current Employer Retired  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
 Your Job Title \_\_\_\_\_  
 Work Phone \_\_\_\_\_ Fax \_\_\_\_\_

Where would you like mail delivered: Home  Work

D. Please list all current and past volunteer activities.

Name of Organization	Dates	Responsibilities
RSVP COURT House	2000-2006	front desk
"	2005-Present	front desk
RSVP School-	Oct 2005 to Present	McBride, Ltc- MS
Kiwanis Day Breaker's Bus Program	2004	Present on School
"	"	Board member 2010-Present

2009 - Present Comm. Member

E. Please list all education.

Name of School	Dates	Responsibilities
Vernice High	1964-65	Student + Volunteer at Hospital
Blue Mtn College	1998-1999	Student

St. Helens School Dist lunch Program Summer for last 4 yrs

F. Please list the name, address, and telephone numbers of two people who may be contacted as references who know about your interests and qualifications to serve on a Columbia County board/committee.

Bill Eagle - 503-319-6066  
Alex Fardol - 503-397-4322

G. Please list potential conflicts of interest between private life and public service which might result from service on a board/commission.

Only problem is getting to mtg<sup>+ home</sup> because I don't have a car. But probably have bus take me.

H. What are your areas of interest?

All areas - Especially w/ kids, elderly

I. Why are you interested in serving Columbia County?

I just like to give back to community

My signature affirms that all information is true to the best of my knowledge and that I understand that any misstatement of fact or misrepresentation of credentials may result in this application being disqualified from further consideration or subsequent to my appointment to a board/committee may result in my dismissal.

**NOTE: Applications will be held for one (1) year from date of receipt. All information on this application is considered public record and may be made available upon request.**

Signature Alex Chesney Date 6-20-18

Please complete and return to:

Board of Commissioners Office  
Columbia County Courthouse, Room 331  
230 Strand Street  
St. Helens, Oregon 97051

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

In the Matter of Conveying Certain Real Property )  
In Scappoose, Oregon, to Hillcrest Investments, LP )  
Tax Map ID No. 3N2W22-AC-12100 and )  
Tax Account No. 6256 )

**ORDER NO. 33 - 2018**

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

WHEREAS, on October 8, 2012, pursuant to that General Judgment, Seller acquired certain foreclosed real property, including certain parcels of land situated in Scappoose, Oregon; and

WHEREAS, said foreclosed property is currently assigned Tax Map ID No. 3N2W22-AC-12100 and Tax Account No. 6256 (the "Property"); and

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

WHEREAS, the location and site circumstances make the Property unbuildable; and

WHEREAS, Columbia County Assessor records estimate the value of the Property to be \$500.00; and

WHEREAS, the County offered the Property to their respective adjacent property owners; and

WHEREAS, Buyer, an adjacent property owner, was the sole bidder for Tax Account No. 6256 offering \$1,350.00; and

WHEREAS, ORS 275.225 authorizes the County to sell tax foreclosed property on a negotiated basis if the property has a value of less than \$15,000.00 and is not buildable; and

WHEREAS, ORS 275.225 further provides that the County's intent to sell a qualifying tax foreclosed property on a negotiated basis may be sold on said basis no earlier than 15 days after the intent to sell the property has been noticed in a newspaper of general circulation in the County; and

WHEREAS, the County published public notice of the sale on July 25, 2018 in the *Chronicle*, a newspaper of general circulation in the County; and

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

WHEREAS, Seller intends to sell the Property to Buyer on the terms and conditions set forth in the purchase and sale agreement.

WHEREAS, it is in the best interest of the County to sell the Property to Hillcrest Investments, LP for \$1,495.00, including additional transaction costs, in accordance with the terms and conditions of the PSA.

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

1. Pursuant to ORS 275.225, the Board of County Commissioners authorizes the sale of the above-described Property to Hillcrest Investments, LP.
2. The Board of County Commissioners shall enter into a PSA with Hillcrest Investments, LP in a form substantially the same as "Exhibit "2" hereto, which is incorporated by reference.
3. The Board of County Commissioners will convey the Property by quitclaim deed in a form substantially the same as Exhibit B to the attached PSA.
4. The fully executed quitclaim deed shall be recorded in the County Clerk deed records by Columbia County.

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

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

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

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

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

Approved as to form:

By: S/Sarah Hansm (JMS) 7/30/18  
Office of County Counsel

**EXHIBIT 1  
LEGAL DESCRIPTION AND MAP**

**Legal Description:**

Lot 14, Block 23, Hillcrest Part 1, Columbia County, Oregon

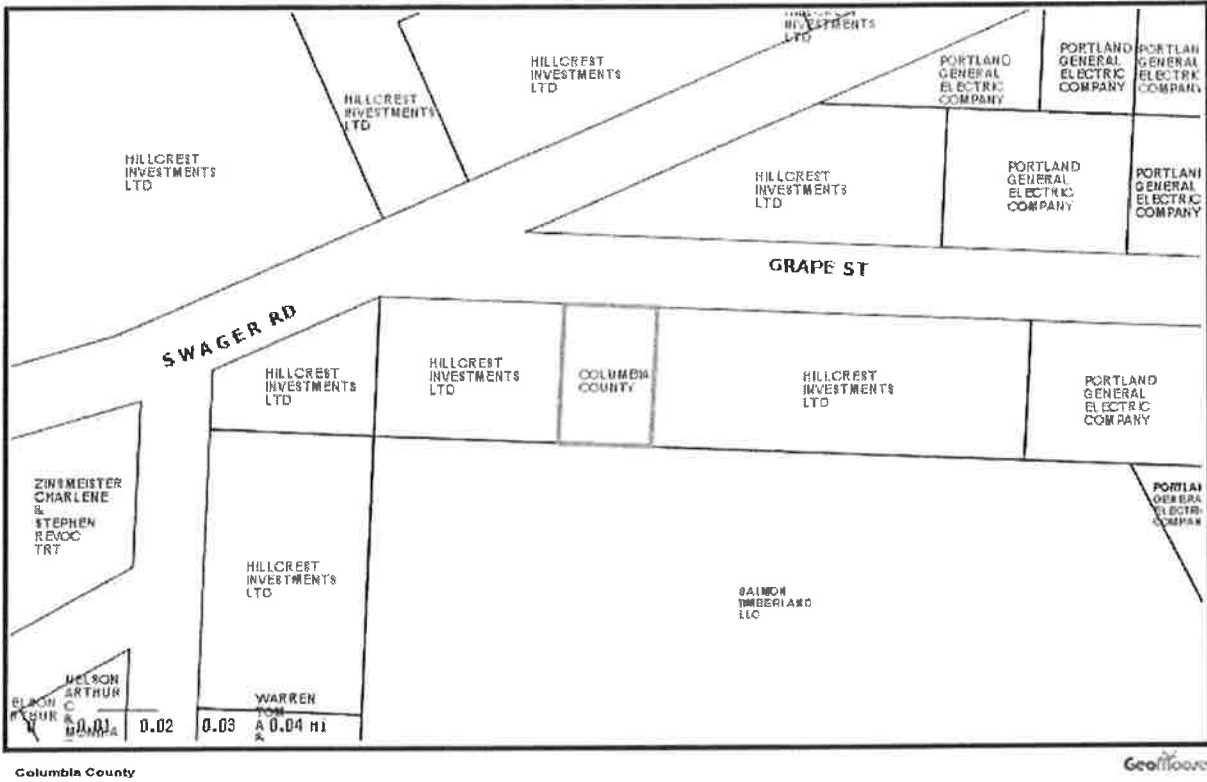


EXHIBIT 2

PURCHASE AND SALE AGREEMENT

Dated: \_\_\_\_\_, 2018

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

AND Hillcrest Investments, Limited Partnership ("Buyer")

Collectively, "the Parties."

RECITALS

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

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

WHEREAS, said foreclosed property is currently assigned Tax Map ID No. 3N2W22-AC-12100 and Tax Account No. 6256 (the "Property"); and

WHEREAS, the Property is described and depicted on Exhibit A attached hereto and incorporated herein by this reference; and

WHEREAS, the location and site circumstances make the Property unbuildable; and

WHEREAS, Columbia County Assessor records estimate the value of the Property to be \$500.00; and

WHEREAS, the County offered the Property to the respective adjacent property owner; and

WHEREAS, Buyer, an adjacent property owner was the highest bidder for Tax Account No. 6256 offering \$1,350.00; and

WHEREAS, ORS 275.225 authorizes the County to sell tax foreclosed property on a negotiated basis if the property has a value of less than \$15,000.00 and is not buildable; and

WHEREAS, ORS 275.225 further provides that the County's intent to sell a qualifying tax foreclosed property on a negotiated basis may be sold on said basis no earlier than 15 days after the



intent to sell the property has been noticed in a newspaper of general circulation in the County; and

WHEREAS, the County published public notice of the sale on July 25, 2018, in the *Chronicle*, a newspaper of general circulation in the County; and

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

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

### AGREEMENT

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

1. Purchase Price/Bid Amount. The total purchase price shall be \$1,495.00, which includes the \$145.00 administrative fee required by the County.
2. Agreement and Purchase Price Delivery. Buyer has delivered the Purchase Price/Bid Amount.
3. Condition of Property and Title.
  - A. Buyer shall acquire the Property "AS IS" with all faults.
  - B. Seller shall convey the Property without warranty through a quitclaim deed in the form substantially the same as Exhibit B, which is attached hereto and incorporated by reference herein.
  - C. The sale of the Property is subject to any municipal liens, easements and encumbrances of record.
  - D. The quitclaim deed shall reserve to Seller:
    - i. The mineral and associated rights specifically provided for in Exhibit B, and, if applicable;
    - ii. all rights to any County, public, forest C.C.C. roads; and
  - E. Buyer shall rely on the results of inspections and investigations completed by Buyer, and not upon any representation made by the Seller.
4. Seller's Conditions to Closing. Seller's obligation to sell the Property is conditioned upon the following occurring not later than the Closing Date defined herein, unless otherwise specified or waived by Seller:
  - A. The County Board of Commissioners will adopt an Order authorizing the sale of the Property to Buyer in accordance with terms and conditions substantially the same as those provided for in this Agreement.

- B. BUYER AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS SELLER, ITS OFFICERS, AGENTS AND EMPLOYEES, SUCCESSORS AND ASSIGNS FROM ALL CLAIMS, SUITS, ACTIONS, LIABILITY, DAMAGE, LOSS, COST OR EXPENSE, INCLUDING ATTORNEY FEES, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE PROPERTY, INCLUDING ENVIRONMENTAL LIABILITY ARISING FROM THE PROPERTY. THIS CONDITION SHALL SURVIVE CLOSING AND SHALL NOT MERGE WITH THE DEED.

These conditions are solely for Seller's benefit and may be waived only by Seller in its sole discretion.

5. Failure of Conditions at Closing. In the event that any of the conditions set forth in Section 4 above are not timely satisfied or waived by the Closing Date, for a reason other than the default of the Buyer or the Seller under this Agreement, this Agreement and the rights and obligations of the Buyer and the Seller shall terminate. In the event of said termination, Buyer's agreements provided for in Section 4.B. above shall survive termination.
6. Default; Remedies.
- A. Nothing in this Agreement is intended to require Seller to close the sale. Seller shall be entitled to decline to close at any time before the closing documents are signed. In the event that Seller elects to not sell the Property to Buyer through no fault of Buyer, the amount received at the time of the silent auction, less the administrative fee of \$145.00 shall be returned to Buyer.
- B. In the event that Buyer elects not to purchase the Property for any reason other than default by Seller, Buyer will forfeit the Administrative Fee and Seller shall have no further obligations to Buyer.
7. Closing of Sale. Buyer and Seller intend to close the sale on or before Thursday, August 30, 2018, with the actual time and date of closing (the "Closing") to be set by Seller at its sole discretion. The sale shall be "Closed" when the Quitclaim Deed is recorded by the County.
8. Closing Costs; Prorates. Reserved.
9. Possession. Buyer shall be entitled to exclusive possession of the Property at the time the sale is Closed in accordance with Section 7 above.
10. General Provisions.
- a. Notices. Unless otherwise specified, any notice required or permitted in, or related to, this Agreement must be in writing and signed by the party to be bound. Any notice or payment will be deemed given when personally delivered or delivered by facsimile transmission with electronic confirmation of delivery, or will be deemed given on the day following delivery of the notice by reputable overnight courier or through mailing in the U.S. mail, postage prepaid, by the applicable party to the address of the other party shown in this Agreement, unless that day is a Saturday, Sunday, or legal holiday, in which event it

will be deemed delivered on the next following business day. If the deadline under this Agreement for delivery of a notice or payment is a Saturday, Sunday, or legal holiday, such last day will be deemed extended to the next following business day.

The notice addresses are as follows:

FOR SELLER:

Board of County Commissioners  
c/o Board Office Administrator  
230 Strand, Room 338  
St. Helens, OR 97051

FOR BUYER:

Richard Recht  
Hillcrest Investments, LP  
2255 Tioga Drive  
Menlo Park, CA 94025

- b. Assignment. This Agreement is not assignable by the Parties.
- c. Attorneys' Fees. In the event a suit, action, arbitration, other proceeding of any nature whatsoever to enforce or interpret this Agreement, the Parties shall be responsible for their respective costs and expenses, including attorney's fees. This paragraph shall survive Closing and shall not merge with the deed.
- d. Exhibits. The following Exhibits are attached to this Agreement and incorporated within this Agreement: Exhibit A, Map; Exhibit B, Quitclaim Deed.
- e. Buyer Representations and Warranties. Buyer representations and warranties shall survive Closing and shall not merge with the deed.
- i. The Buyer have the legal power, right, and authority to enter into this Agreement and the instruments referred to herein and to consummate the transactions contemplated herein.
  - ii. All requisite action (corporate, trust, partnership, or otherwise) have been taken by the Buyer in connection with entering into this Agreement and the instruments referred to herein and the consummation of the transactions contemplated herein. No further consent of any partner, shareholder, creditor, investor, judicial or administrative body, governmental authority, or other party is required.
  - iii. The person(s) executing this Agreement and the instruments referred to herein on behalf of the Buyer has the legal power, right, and actual authority to bind the Buyer in accordance with their terms.
  - iv. Neither the execution and delivery of this Agreement and the documents referred to herein, nor the incurring of the obligations set forth herein, nor the consummation of the transactions contemplated, nor compliance with the terms of this Agreement and the documents referred to herein conflicts with or results in the material breach of any terms, conditions, or provisions of or constitute a default under any bond, note or

other evidence of indebtedness, or any contract, indenture, mortgage, deed of trust, loan, partnership agreement, lease, or other agreements or instruments to which the Buyer are a party.

- f. Governing Law. This Agreement is made and executed under, and in all respects shall be governed and construed by the laws of the State of Oregon.
- g. Venue. Venue related to this Agreement shall be in the Circuit Court of the State of Oregon for Columbia County, located in St. Helens, Oregon.
- h. No Third Party Rights. This Agreement is solely for the benefit of the Parties to this Agreement. Rights and obligations established under this Agreement are not intended to benefit any person or entity not a signatory hereto.
- i. Miscellaneous. Time is of the essence of this Agreement. The facsimile transmission of any signed document including this Agreement shall be the same as delivery of an original. At the request of either party, the party delivering a document by facsimile will confirm facsimile transmission by signing and delivering a duplicate original document. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which together shall constitute one and the same Agreement. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successor and assigns. The Parties represent, covenant and warrant that the person signing this Agreement on their behalf has full right and authority to bind the party for whom such person signs to the terms and provisions of this Agreement. Furthermore, the Parties represent and warrant that they have taken all steps necessary to bind themselves to this Agreement.
- j. INTEGRATION, MODIFICATION, OR AMENDMENTS. THIS AGREEMENT, INCLUDING ITS EXHIBITS, CONTAINS THE ENTIRE AGREEMENT OF THE PARTIES WITH RESPECT TO THE PROPERTY AND SUPERSEDES ALL PRIOR WRITTEN AND ORAL NEGOTIATIONS AND AGREEMENTS WITH RESPECT TO THE PROPERTY. THE PARTIES TO THE AGREEMENT MUST APPROVE ANY MODIFICATIONS, CHANGES, ADDITIONS, OR DELETIONS TO THE AGREEMENT IN WRITING.
- k. STATUTORY DISCLAIMERS. "THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO

7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.”

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

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

**APPROVALS**

**FOR BUYER:**

HILLCREST INVESTMENTS, LP

\_\_\_\_\_  
Richard Recht

Dated: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
County Counsel

**FOR COUNTY:**

BOARD OF COUNTY COMMISSIONERS FOR  
COLUMBIA COUNTY, OREGON

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

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

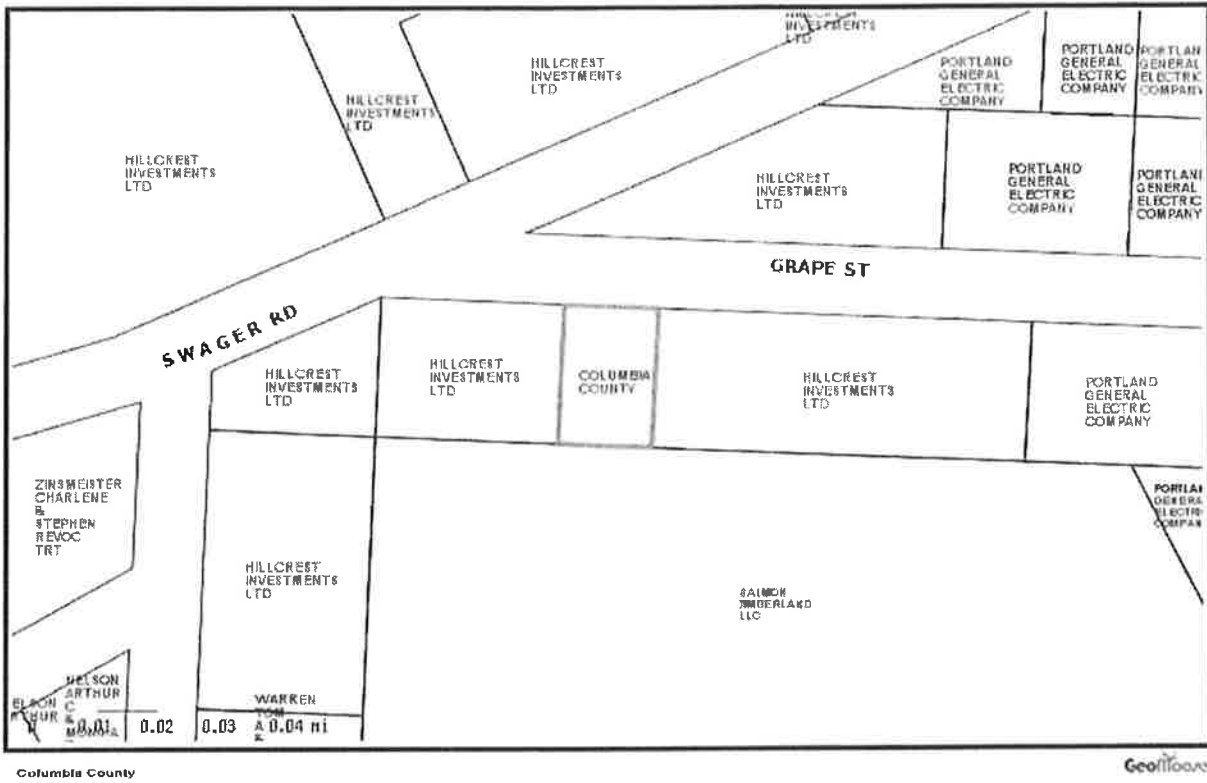
By: \_\_\_\_\_  
Alex Tardif, Commissioner

Dated: \_\_\_\_\_

**EXHIBIT A  
LEGAL DESCRIPTION AND MAP**

**Legal Description:**

Lot 14, Block 23, Hillcrest Part 1, Columbia County, Oregon



**EXHIBIT B**

**AFTER RECORDING, RETURN TO GRANTEE:**

Richard Recht  
Hillcrest Investments, LP  
2255 Tioga Drive  
Menlo Park, CA 94025

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

**QUITCLAIM DEED**

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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 Hillcrest Investments, LP, all right, title and interest in and to that certain parcel of real property identified in Columbia County records as Tax Map No. 3N2W22-AC-12100 and Tax Account No. 6256, and more particularly described on Exhibit A hereto:

The true and actual consideration for this conveyance is \$1,495.00.

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. 33-2018 adopted on the \_\_\_\_ day of \_\_\_\_\_, 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

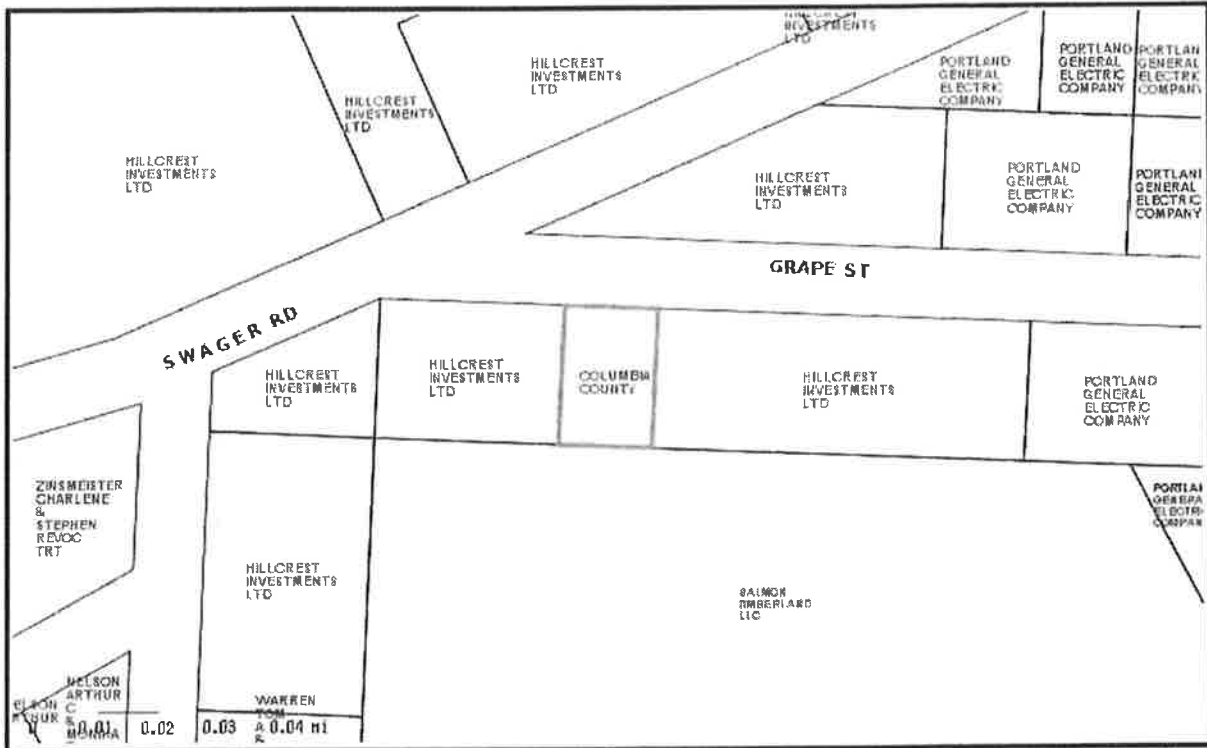
This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2018, by Margaret Magruder, Chair, Board of County Commissioners of Columbia County, Oregon, on behalf of which the instrument was executed.

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

**EXHIBIT A  
LEGAL DESCRIPTION AND MAP**

**Legal Description:**

Lot 14, Block 23, Hillcrest Part 1, Columbia County, Oregon



Columbia County

GeoInfo

**AFTER RECORDING, RETURN TO GRANTEE:**

Richard Recht  
Hillcrest Investments, LP  
2255 Tioga Drive  
Menlo Park, CA 94025

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 Hillcrest Investments, LP, all right, title and interest in and to that certain parcel of real property identified in Columbia County records as Tax Map No. 3N2W22-AC-12100 and Tax Account No. 6256, and more particularly described on Exhibit A hereto:

The true and actual consideration for this conveyance is \$1,495.00.

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. 33-2018 adopted on the \_\_\_\_ day of \_\_\_\_\_, 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: S/Sarah Hanson (JAS) 7/30/18  
Office of County Counsel

STATE OF OREGON )  
                                  )  
County of Columbia ) ss.

ACKNOWLEDGMENT

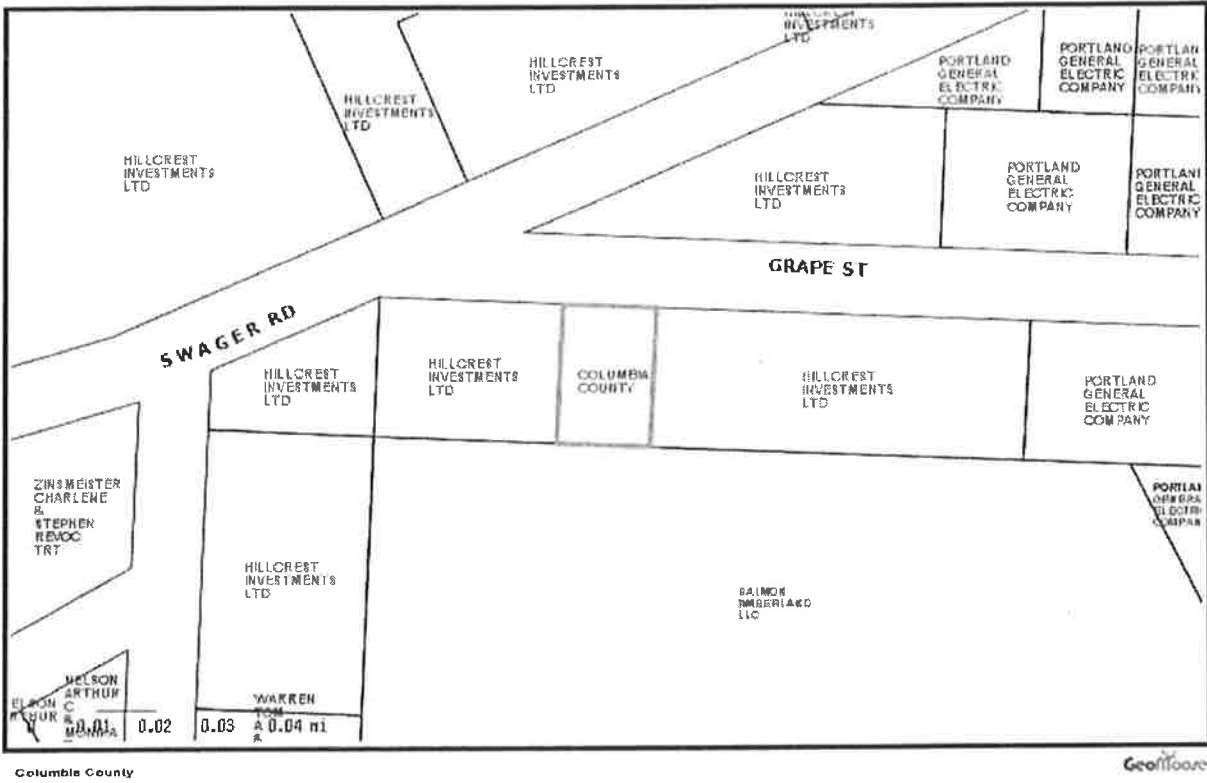
This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2018, by Margaret Magruder, Chair, Board of County Commissioners of Columbia County, Oregon, on behalf of which the instrument was executed.

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

**EXHIBIT A  
LEGAL DESCRIPTION AND MAP**

**Legal Description:**

Lot 14, Block 23, Hillcrest Part 1, Columbia County, Oregon



BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

In the Matter of Conveying Certain Real Property        )  
in Birkenfeld, Oregon, to David and Gayle Swenson    )  
Tax Map ID No. 6N5W06-BC-03500 and                    )  
Tax Account No. 25266                                        )  
ORDER NO. 34-2018

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

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

WHEREAS, said foreclosed property is located in Birkenfeld, Oregon, and is generally described as Tax Map ID No. 6N5W06-BC-03500 and Tax Account No. 25266 (the "Property"); and

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

WHEREAS, the County offered the Property for sale at auction on August 17, 2016, with a minimum bid of \$12,480.00, and no offers were received; and

WHEREAS, pursuant to ORS 275.200(2), the County may sell and convey the Property without further notice for not less than 15% of the minimum bid set for the Property at the 2016 Sheriff's sale; and

WHEREAS, Buyer has offered to purchase the Property for \$6,500.00 an amount exceeding the 15% minimum bid; and

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

WHEREAS, it is in the best interest of the County to sell the Property to David and Gayle Swenson for \$6,645.00, in accordance with the terms and conditions of the PSA.

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 David and Gayle Swenson, for \$6,500.00, plus an administrative fee of \$145.00.

2. The Board of County Commissioners shall enter into a PSA with David and Gayle Swenson in a form substantially the same as Exhibit "2" hereto.

3. The Board of County Commissioners will convey the Property by Quitclaim Deed in a form substantially the same as Exhibit "B" to the attached PSA.

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

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

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

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

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

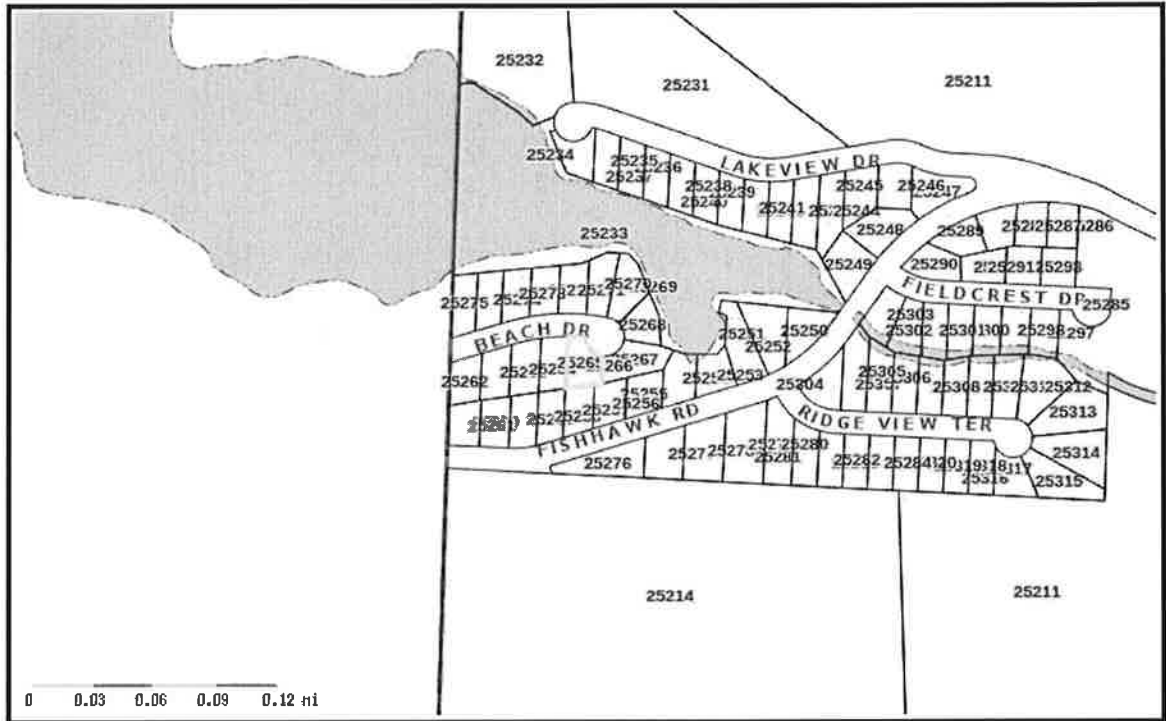
Approved as to form:

By: s/sarah Hanson (JAS) 7/31/18  
Office of County Counsel

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

EXHIBIT "1"

Tax Account No. 25266



Columbia County



Columbia County Web Maps

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







## AGREEMENT

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

1. Purchase Price. The total purchase price shall be \$6,645.00 (the "Purchase Price"), which includes the \$145.00 Administrative Fee required by the County.
  
2. Agreement and Purchase Deposit Delivery. On or before August 8, 2018, Buyer will deliver a signed Agreement to the County at the address provided herein, along with \$795.00, in the form of cash, cashier's check or money order made payable to Columbia County (the "Deposit"), of which \$500.00 is non-refundable. At that point in time the Buyer will have fourteen (14) calendar days (the "Due Diligence Period") to perform reasonable due diligence investigations in accordance with Section 5 herein.
  
3. Condition of Property and Title.
  - A. Buyer shall acquire the Property "AS IS" with all faults, without covenants or warranties.
  
  - B. Seller shall convey the Property without warranty through a Quitclaim Deed substantially in the same form as Exhibit B;
  
  - C. The sale of the Property is subject to any municipal liens, easements and encumbrances of record.
  
  - D. The Quitclaim Deed will reserve to Seller:
    - i. The mineral and associated rights specifically provided for in Exhibit B; and
    - ii. If applicable, all rights to any County, public, forest C.C.C. roads; and
  
  - E. Buyer shall rely on the results of inspections and investigations completed by Buyer, and not upon any representation made by the Seller.
  
4. Seller's Conditions to Closing. Seller's obligation to sell the Property is conditioned upon the following occurring not later than the Closing Date defined herein, unless otherwise specified or waived by Seller:
  - A. The County Board of Commissioners will adopt an Order authorizing the sale of the Property to Buyer in accordance with terms and conditions substantially the same as those provided for in this Agreement. The County will not adopt the Order prior to the end of the Due Diligence Period.
  
  - B. Buyer will pay the Purchase Price and the Administrative Fee, less the Deposit, in one payment by cash, money order or cashier's check on or before the Closing Date.
  
  - C. BUYER AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS SELLER, ITS OFFICERS, AGENTS (INCLUDING THE SELLER'S CONTRACTED REAL ESTATE AGENT) AND EMPLOYEES, SUCCESSORS AND ASSIGNS FROM ALL CLAIMS, SUITS, ACTIONS, LIABILITY, DAMAGE, LOSS, COST OR EXPENSE, INCLUDING ATTORNEY FEES, ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE PROPERTY OR USE OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO: (1) ANY DAMAGE TO OR DESTRUCTION OF ANY PROPERTY THAT SELLER MAY OWN OR IN WHICH IT MAY HAVE AN INTEREST; (2) ANY DAMAGE TO OR DESTRUCTION OF ANY PROPERTY BELONGING TO ANY OTHER PERSON, FIRM OR CORPORATION; (3) INJURY TO OR DEATH OF ANY PERSON OR PERSONS AS A RESULT OF ANY ERRORS OR OMISSIONS OR OTHER NEGLIGENT, RECKLESS OR INTENTIONALLY WRONGFUL ACTS OF BUYER, THEIR HEIRS, SUCCESSORS, ASSIGNS AND/OR INVITED GUESTS ARISING IN ANY MANNER OUT OF BUYER'S

USE OR POSSESSION OF THE PROPERTY, AND (4) ENVIRONMENTAL LIABILITY ARISING FROM THE PROPERTY. THIS CONDITION SHALL SURVIVE CLOSING AND SHALL NOT MERGE WITH THE QUITCLAIM DEED.

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

5. Buyer's Conditions to Closing. Buyer's obligation to accept the Property is conditioned upon the following, unless otherwise specified or waived by Buyer in its sole discretion:
  - A. Buyer may conduct a public records search and/or other due diligence inspections of the Property during the Due Diligence Period provided for in Section 2 herein, with said inspections to be paid for by Buyer.
  - B. It shall be a condition to Closing that the results of such due diligence efforts are acceptable to Buyer in its sole discretion. Buyer may engage consultants or engineers of Buyer's choosing to conduct site studies of the Properties as Buyer deems necessary.
  - C. Buyer and its agents shall have the right to enter the Properties at reasonable times during the Due Diligence Period to complete reasonable due diligence inspections of the Property, with said inspections to be non-invasive unless agreed otherwise in writing by the Parties.
  - D. Buyer shall provide evidence of acceptable liability insurance coverage prior to entering upon the Properties upon request of the County.
  - E. Buyer shall indemnify and hold Seller, its officers, employees and agents (including Seller's contracted real estate agent) from any loss, damage, lien, or claims arising out of due diligence efforts completed on the Property. The foregoing indemnity and hold harmless obligation shall survive Closing or termination of this Agreement, and shall not merge with the Quitclaim Deed. However, Buyer shall have no obligation to indemnify County related to any existing condition discovered during an inspection.
  - F. Buyer shall provide County with copies of all reports produced pursuant to this Section.
  - G. In the event that Buyer elects not to purchase the Property as a result of Buyer's completed due diligence efforts, said election shall be communicated in writing to Seller or the County Realtor before the end of the Due Diligence Period.
  - H. Buyer's activities under this Section 5, and those of Buyer's contractors and agents, will be coordinated with the Seller's representative provided for in Section 11.C.
  
6. Failure of Conditions at Closing.
  - A. In the event that any of the conditions set forth in Section 4 and 5 above are not timely satisfied or waived by the Closing Date, for a reason other than the default of the Buyer or the Seller under this Agreement, this Agreement and the rights and obligations of the Buyer and the Seller shall terminate. In the event of said termination Buyer's agreements provided for in Section 4.C. and 5.E. above shall survive termination.
  - B. In the event that Buyer notifies Seller in writing prior to the expiration of the Due Diligence Period that the condition of the Property is unacceptable to the Buyer, Seller shall refund the Deposit (excluding the \$500.00 non-refundable deposit) to Buyer in full within a reasonable period of time.
  - C. If the Buyer does not notify Seller in writing prior to the expiration of the Due Diligence Period that the condition of the Property is unacceptable to the Buyer, and Buyer, through no fault of Seller, fails to purchase the Property by the Closing Date provided

for in Section 8 herein, the entire Deposit shall be forfeited to Seller.

7. Seller's Obligation to Close. Nothing in this Agreement is intended to require Seller to close the sale. Seller shall be entitled to decline to close at any time before the closing documents are signed. In the event that Seller elects to not sell the Property to Buyer through no fault of Buyer, the Deposit (excluding the \$500.00 non-refundable deposit) shall be returned to Buyer.
8. Closing of Sale. Buyer and Seller intend to close the sale on or before close of business on August 30, 2018 (the "Closing"), with the actual time and date of Closing to be set by Seller. Notwithstanding this intention, Seller, at its sole discretion, may elect to extend the Closing by a reasonable period of time necessary to complete administrative actions required by the County. The sale shall be "Closed" when the Purchase Price has been paid in full and the Quitclaim Deed is recorded by the County.
9. Closing Costs; Prorates. Reserved.
10. Possession. Buyer shall be entitled to exclusive possession of the Property at the time the sale is Closed in accordance with Section 8 above.
11. General Provisions.
  - A. Notices. Unless otherwise specified, any notice required or permitted in, or related to, this Agreement must be in writing and signed by the party to be bound. Any notice or payment will be deemed given when personally delivered or delivered by facsimile transmission with electronic confirmation of delivery, or will be deemed given on the day following delivery of the notice by reputable overnight courier or through mailing in the U.S. mail, postage prepaid, by the applicable party to the address of the other party shown in this Agreement, unless that day is a Saturday, Sunday, or legal holiday, in which event it will be deemed delivered on the next following business day. If the deadline under this Agreement for delivery of a notice or payment is a Saturday, Sunday, or legal holiday, such last day will be deemed extended to the next following business day.
  - B. The notice addresses are as follows:

FOR SELLER:	FOR BUYER:
Board of County Commissioners	David Swenson and Gayle Swenson
c/o Board Office Administrator	471 E. Harold Drive
230 Strand, Room 330	San Tan Valley, AZ 85140
St. Helens, OR 97051	Email: dswenson471@gmail.com
Phone No: 503-397-3839	
  - C. County Realtor.
    - i. Unless otherwise directed by the Seller, Buyer will coordinate its due diligence work with the County Realtor, who can be contacted at 503-397-3023 (phone), or bob@brokerbob.biz (email). The County Realtor will be notified in advance of all due diligence work to be completed on the Property. If Buyer requires entry to the buildings on the Property, the County Realtor will arrange for said entry, subject to reasonable advance notice of the required entry.
    - ii. The County Realtor will receive a five percent (5%) of net proceeds commission if the sale is Closed as provided for herein.

- D. Assignment. This Agreement is not assignable by the Parties.
- E. Attorneys' Fees. In the event a suit, action, arbitration, other proceeding of any nature whatsoever to enforce or interpret this Agreement, the Parties shall be responsible for their respective costs and expenses, including attorneys' fees. This paragraph shall survive Closing and shall not merge with the Quitclaim Deed.
- F. Exhibits. The following Exhibits are attached to this Agreement and incorporated within this Agreement: Exhibit A, Map; and Exhibit B, Quitclaim Deed.
- G. Buyer Representations and Warranties. Buyer representations and warranties shall survive Closing and shall not merge with the deed.
- i. The Buyer has the legal power, right, and authority to enter into this Agreement and the instruments referred to herein and to consummate the transactions contemplated herein.
  - ii. All requisite action (corporate, trust, partnership, or otherwise) have been taken by the Buyer in connection with entering into this Agreement and the instruments referred to herein and the consummation of the transactions contemplated herein. No further consent of any partner, shareholder, creditor, investor, judicial or administrative body, governmental authority, or other party is required.
  - iii. The person(s) executing this Agreement and the instruments referred to herein on behalf of the Buyer has the legal power, right, and actual authority to bind the Buyer in accordance with their terms.
  - iv. Neither the execution and delivery of this Agreement and the documents referred to herein, nor the incurring of the obligations set forth herein, nor the consummation of the transactions contemplated, nor compliance with the terms of this Agreement and the documents referred to herein conflicts with or results in the material breach of any terms, conditions, or provisions of or constitute a default under any bond, note or other evidence of indebtedness, or any contract, indenture, mortgage, deed of trust, loan, partnership agreement, lease, or other agreements or instruments to which the Buyer re a party.
- H. Governing Law. This Agreement is made and executed under, and in all respects shall be governed and construed by the laws of the State of Oregon.
- I. Venue. Venue related to this Agreement shall be in the Circuit Court of the State of Oregon for Columbia County, in St. Helens, Oregon.
- J. No Third Party Rights. This Agreement is solely for the benefit of the Parties to this Agreement. Rights and obligations established under this Agreement are not intended to benefit any person or entity not a signatory hereto.

- K. Miscellaneous. Time is of the essence of this Agreement. The facsimile transmission of any signed document including this Agreement shall be the same as delivery of an original. At the request of either party, the party delivering a document by facsimile will confirm facsimile transmission by signing and delivering a duplicate original document. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which together shall constitute one and the same Agreement. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successor and assigns. The Parties represent, covenant and warrant that the person signing this Agreement on their behalf has full right and authority to bind the party for whom such person signs to the terms and provisions of this Agreement. Furthermore, the Parties represent and warrant that they have taken all steps necessary to bind themselves to this Agreement.
- L. INTEGRATION, MODIFICATIONS, OR AMENDMENTS. THIS AGREEMENT, INCLUDING ITS EXHIBITS, CONTAINS THE ENTIRE AGREEMENT OF THE PARTIES WITH RESPECT TO THE PROPERTY AND SUPERSEDES ALL PRIOR WRITTEN AND ORAL NEGOTIATIONS AND AGREEMENTS WITH RESPECT TO THE PROPERTY. THE PARTIES TO THE AGREEMENT MUST APPROVE ANY MODIFICATIONS, CHANGES, ADDITIONS, OR DELETIONS TO THE AGREEMENT IN WRITING.
- M. STATUTORY DISCLAIMERS. "THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010."

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DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010."

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

**APPROVALS**

**FOR BUYER:**

\_\_\_\_\_  
David Swenson

\_\_\_\_\_  
Gayle Swenson

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

**FOR COUNTY:**

BOARD OF COUNTY COMMISSIONERS FOR  
COLUMBIA COUNTY, OREGON

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

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

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

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

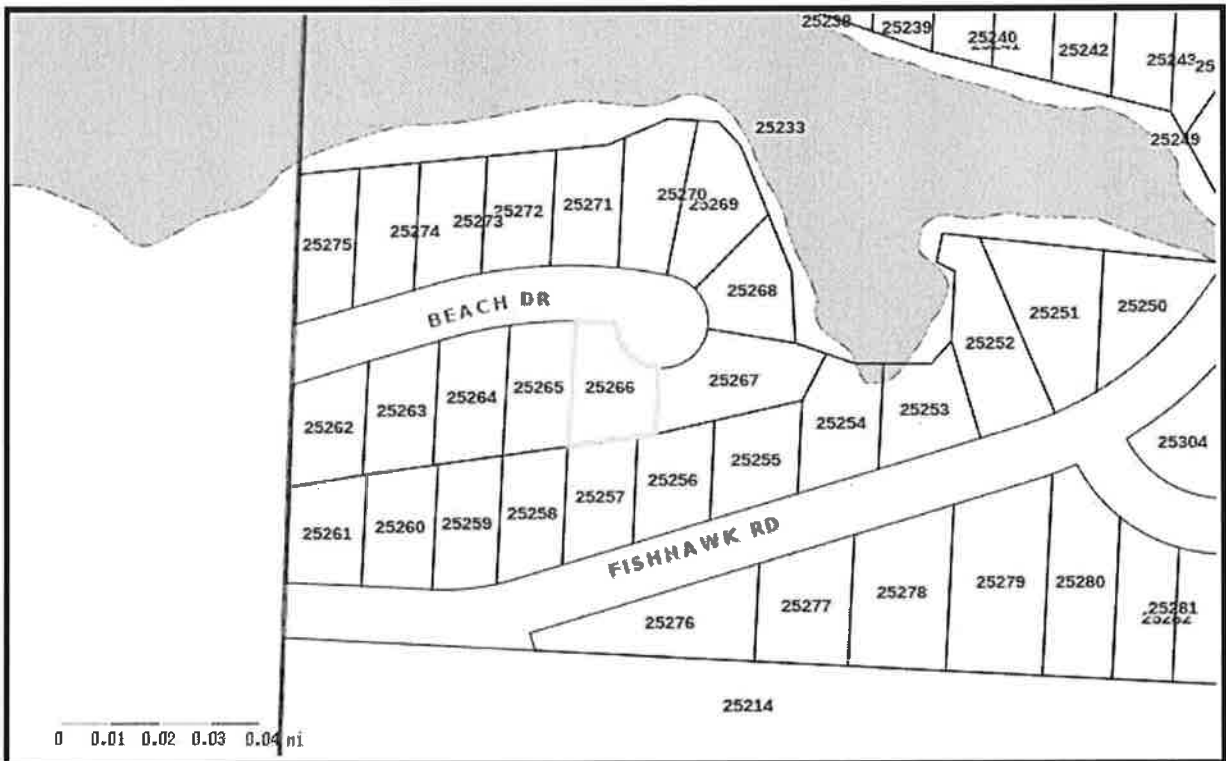
Approved as to form:

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

EXHIBIT A

Tax Account No. 25266

Map



Columbia County

GeoInfo



**EXHIBIT B**

**AFTER RECORDING, RETURN TO GRANTEE:**

David Swenson and Gayle Swenson  
471 E. Harold Drive  
San Tan Valley, AZ 85140

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 David Swenson and Gayle Swenson, 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 No. 6N5W06-BC-03500 and Tax Account No. 25266, and more particularly described on Exhibit A hereto.

The true and actual consideration for this conveyance is \$6,645.00.

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. 34-2018 adopted on the \_\_\_\_ day of \_\_\_\_\_, 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 )

) ss.

ACKNOWLEDGMENT

County of Columbia )

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 No 6N5W06-BC-03500 and  
Tax Account No. 25266**

*Lot 10, Block 2, Division 1, Fishhawk Lake Estates, in Columbia County, Oregon.*

**AFTER RECORDING, RETURN TO GRANTEE:**

David Swenson and Gayle Swenson  
471 E. Harold Drive  
San Tan Valley, AZ 85140

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 David Swenson and Gayle Swenson, 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 No. 6N5W06-BC-03500 and Tax Account No. 25266, and more particularly described on Exhibit A hereto.

The true and actual consideration for this conveyance is \$6,645.00.

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. 34-2018 adopted on the \_\_\_\_ day of \_\_\_\_\_, 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: S/Sarah Hanson (JAS) 7/31/18  
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 No 6N5W06-BC-03500 and**  
**Tax Account No. 25266**

*Lot 10, Block 2, Division 1, Fishhawk Lake Estates, in Columbia County, Oregon.*

**INTERGOVERNMENTAL AGREEMENT  
AMENDMENT NO. 1  
IGA NO. 1819COLUMBIA-001  
OREGON STATE MARINE BOARD AND COLUMBIA COUNTY**

This Amendment hereby modifies the Law Enforcement Intergovernmental Agreement, entered into by and between the State of Oregon, acting by and through its State Marine Board, hereinafter called "OSMB," and Columbia County, hereinafter called the "County." The referenced agreement is the 2018-2019 Law Enforcement Intergovernmental Agreement with the County of Columbia for marine law enforcement activities.

The Agreement entered into on July 31, 2018 shall be amended as follows:

**SECTION 7. COMPENSATION AND PAYMENT TERMS**

7.1 OSMB shall, upon receipt and approval of expenditure documentation, pay to the County an amount not to exceed **\$240,430.00** for the agreement term **for the costs described in the Action Plan, and an additional \$26,000.00 for the purchase of two new Suzuki 150 engines for the 2013 Alumaweld deep-water boat (OR 492 XCX).** Payment requests shall be only for authorized services provided by the County pursuant to this agreement and for costs actually incurred by the County in conjunction with such services (including salaries/benefits, supplies or purchases of boats/equipment). At OSMB's discretion, federal funds may be used for payment

This Amendment forms a part of the Agreement. Except as specifically modified above, all other terms and conditions of the original Agreement are still in full force and effect.

In witness to the above, the following duly authorized representatives of the parties referenced above have executed this amendment.

OSMB

COUNTY

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Printed Name)

By: \_\_\_\_\_  
(Printed Name)

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

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

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

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

Agreement No. 250-1819COLUMBIA-000

This Agreement is between the State of Oregon acting by and through its State Marine Board ("OSMB") and Columbia County ("County"), each a "Party" and, together, the "Parties".

**SECTION 1: AUTHORITY**

This Agreement is authorized by ORS 190.110 and ORS 830.110.

**SECTION 2: PURPOSE**

The purpose of this Agreement is to provide funding to the County to conduct enforcement related to recreational boating in Oregon. Specific activities and assessments are detailed in "Exhibit A" attached hereto and by this reference made a part hereof.

**SECTION 3: EFFECTIVE DATE AND DURATION**

This Agreement is effective on July 1, 2018, or the date of the last signature, whichever occurs last) ("Effective Date"), and terminates on **June 30, 2019**, unless terminated earlier in accordance with Section 17.

**SECTION 4: AUTHORIZED REPRESENTATIVES**

**4.1 OSMB's Authorized Representative is:**

Randy Henry  
435 Commercial Street NE Suite 400, Salem OR 97301  
503-378-4597  
503-378-2612 Office  
Randy.H.Henry@oregon.gov

**4.2 County's Authorized Representative is:**

Lieutenant Brian Pixley  
Columbia County Sheriff's Office  
901 Port Ave, Saint Helens, OR 97051  
(503) 366-4636 Office  
brian.pixley@co.columbia.or.us

**4.3 A Party may designate a new Authorized Representative by written notice to the other Party.**



## **SECTION 5: RESPONSIBILITIES OF EACH PARTY**

- 5.1 County shall perform the work set forth on Exhibit A, attached hereto and incorporated herein by this reference.
- 5.2 OSMB shall pay County as described in Section 7.

## **SECTION 6: BOAT OWNERSHIP**

- 6.1 The ownership of any boat purchased by the County during the term of this agreement shall be vested with the County regardless of funding source, subject to Section 6.2 and Section 29.
- 6.2 During the term of this agreement and for the useful life of the boat or major piece of equipment, the County agrees to maintain in good working condition any boat or major piece of equipment purchased in whole or in part by the County with funds received from OSMB, pursuant to this agreement and prior agreements between County and OSMB. Preventative maintenance schedules for boats and trailers will be established and adhered to. Further, upon the trade-in or sale of a boat or major piece of equipment purchased, in whole or part, with funds received pursuant to this agreement, County shall apply any proceeds from the trade-in or sale to law enforcement activities approved by OSMB, with such approval not to be unreasonably withheld. Notwithstanding Section 29, upon default of this Agreement or notice from OSMB to County of the termination of funding described in ORS 830.140, all boats and major pieces of equipment purchased, in whole or in part, with funds received pursuant to this agreement or previous agreement between the OSMB and County, shall be returned to the OSMB for reassignment if OSMB requests that the boat or major pieces of equipment be returned to OSMB. Upon OSMB's request, County agrees to permit the transfer of a boat purchased, in whole or part, with funds received pursuant to this agreement to another county.

## **SECTION 7: COMPENSATION AND PAYMENT TERMS**

- 7.1 OSMB shall, upon receipt and approval of expenditure documentation, pay to the County an amount not to exceed **\$214,430.00** for the agreement term. Payment requests shall be only for authorized services provided by the County pursuant to this agreement and for costs actually incurred by the County in conjunction with such services (including salaries/benefits, supplies or purchases of boats/equipment). At OSMB's discretion, federal funds may be used for payment.
- 7.2 County shall be responsible for providing employment-related benefits and deductions that are required by law, including but not limited to federal and state income tax deductions, workers' compensation coverage, and contributions to the Public Employees Retirement System.

This agreement is subject to all applicable federal Assurances specified in Exhibit C attached hereto and by this reference made a part hereof. If applicable, County shall provide the OSMB

its Annual Comprehensive Financial Report as required in the Single Audit Act of 1984, 31U.S.C. §§7501-7507 (1994) as amended by Pub.L. 104-156, §§ 1-3, 110 Stat. 1397 (1996). At the end of each fiscal year during the term of this agreement, the County has the duty to request the amount of federal pass-through dollars included in the payments made by the OSMB to the County during that fiscal year.

## **SECTION 8: CONDITION OF PERFORMANCE**

In accordance with 44 CFR 13.36(i), the OSMB's performance is conditioned upon the County's compliance with federal, state and local laws and regulations, including but not limited to, the following:

- 8.1** County shall comply and, if applicable, require a subcontractor to comply, with the applicable audit requirements and responsibilities set forth in the Office of Management and Budget Circular A-133 entitled "Audits of States, Local Governments and Non-Profit Organizations."
- 8.2** The applicable Code of Federal Regulations (CFR) sections and OMB Circulars governing expenditure of federal funds. State, local and Indian Tribal Governments and governmental hospitals must follow OMB A-102. County shall ensure any organization to which funds are passed comply with CFR and OMB requirements
- 8.3** All applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection County regulations (40 CFR part 15).
- 8.4** Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163, 89 Stat. 871).
- 8.5** The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).
- 8.6** The Davis-Bacon Act (40 U.S.C. 276a to 276a -7) as supplemented by Department of Labor regulations (29 CFR Part 5).
- 8.7** Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).

## **SECTION 9: REPRESENTATIONS AND WARRANTIES**

County represents and warrants to OSMB that:

- 9.1** County is a county, duly organized and validly existing. County has the power and authority to enter into and perform this Agreement;
- 9.2** The making and performance by County of this Agreement (a) have been duly authorized by

County, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of County's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is party or by which County may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement, other than those that have already been obtained;

- 9.3 This Agreement has been duly executed and delivered by County and constitutes a legal, valid and binding obligation of County enforceable in accordance with its terms;
- 9.4 County has the skill and knowledge possessed by well-informed members of the industry, trade or profession most closely involved in providing the services under this Agreement, and County will apply that skill and knowledge with care and diligence to perform its obligations under this Agreement in a professional manner and in accordance with the highest standards prevalent in the related industry, trade or profession; and
- 9.5 County shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform its obligations under this Agreement.

The representations and warranties set forth in this section are in addition to, and not in lieu of, any other representations or warranties provided by County.

## **SECTION 10: GOVERNING LAW, CONSENT TO JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between OSMB or any other agency or department of the State of Oregon, or both, and County that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. COUNTY, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

## **SECTION 11: CONTRIBUTION**

- 11.1 If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a "Third Party Claim") against a Party (the "Notified

Party”) with respect to which the other Party (the “Other Party”) may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party’s contribution obligation under this Section 10 with respect to the Third Party Claim.

- 11.2** With respect to a Third Party Claim for which OSMB is jointly liable with County (or would be if joined in the Third Party Claim ), OSMB 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 County in such proportion as is appropriate to reflect the relative fault of OSMB on the one hand and of County on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of OSMB on the one hand and of County 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. OSMB’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.
- 11.3** With respect to a Third Party Claim for which County is jointly liable with OSMB (or would be if joined in the Third Party Claim), County 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 OSMB in such proportion as is appropriate to reflect the relative fault of County on the one hand and of OSMB on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of County on the one hand and of OSMB 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. County’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

## **SECTION 12: COUNTY DEFAULT**

County will be in default under this Agreement upon the occurrence of any of the following events:

- 12.1** County fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement;

- 12.2** Any representation, warranty or statement made by County in this Agreement or in any documents or reports relied upon by OSMB to measure the delivery of services, the expenditure of funds or the performance by County is untrue in any material respect when made;
- 12.3** County (a) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) is adjudicated as bankrupt or insolvent, (e) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (f) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (g) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (h) takes any action for the purpose of effecting any of the foregoing; or
- 12.4** A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking (a) the liquidation, dissolution or winding-up, or the composition or readjustment of debts of County, (b) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (c) similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against County is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

## **SECTION 13: OSMB DEFAULT**

OSMB will be in default under this Agreement if OSMB fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement.

## **SECTION 14: REMEDIES**

- 14.1** In the event County is in default under Section 12, OSMB may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Section 17, (b) reducing or withholding payment for work or Work Product that County has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (c) requiring County to perform, at County's expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (e) exercise of its right of recovery of overpayments under Section 15 of this Agreement or setoff, or both. These remedies are cumulative to the extent the remedies are not inconsistent, and OSMB may pursue any remedy or remedies singly, collectively, successively

or in any order whatsoever.

- 14.2** In the event OSMB is in default under Section 12 and whether or not County elects to exercise its right to terminate this Agreement under Section 17.3.3, or in the event OSMB terminates this Agreement under Sections 17.2.1, 17.2.2, 17.2.3, or 17.2.5, County's sole monetary remedy will be (a) for work compensable at a stated rate, a claim for unpaid invoices for work completed and accepted by OSMB, for work completed and accepted by OSMB within any limits set forth in this Agreement but not yet invoiced, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less any claims OSMB has against County, and (b) for deliverable-based work, a claim for the sum designated for completing the deliverable multiplied by the percentage of work completed on the deliverable and accepted by OSMB, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less previous amounts paid for the deliverable and any claims that OSMB has against County. In no event will OSMB be liable to County for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to County exceed the amount due to County under this Section 14.2, County shall promptly pay any excess to OSMB.

## **SECTION 15: RECOVERY OF OVERPAYMENTS**

If payments to County under this Agreement, or any other agreement between OSMB and County, exceed the amount to which County is entitled, OSMB may, after notifying County in writing, withhold from payments due County under this Agreement, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment.

## **SECTION 16: LIMITATION OF LIABILITY**

EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 11, NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

## **SECTION 17: TERMINATION**

- 17.1** This Agreement may be terminated at any time by mutual written consent of the Parties.
- 17.2** OSMB may terminate this Agreement as follows:
- 17.2.1** Upon 30 days advance written notice to County;
- 17.2.2** Immediately upon written notice to County, if OSMB fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in OSMB's

reasonable administrative discretion, to perform its obligations under this Agreement;

**17.2.3** Immediately upon written notice to County, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that OSMB's performance under this Agreement is prohibited or OSMB is prohibited from paying for such performance from the planned funding source;

**17.2.4** Immediately upon written notice to County, if County is in default under this Agreement and such default remains uncured 15 days after written notice thereof to County; or

**17.2.5** As otherwise expressly provided in this Agreement.

**17.3** County may terminate this Agreement as follows:

**17.3.1** Immediately upon written notice to OSMB, if County fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in County's reasonable administrative discretion, to perform its obligations under this Agreement;

**17.3.2** Immediately upon written notice to OSMB, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that County's performance under this Agreement is prohibited or County is prohibited from paying for such performance from the planned funding source;

**17.3.3** Immediately upon written notice to OSMB, if OSMB is in default under this Agreement and such default remains uncured 15 days after written notice thereof to OSMB; or

**17.3.4** As otherwise expressly provided in this Agreement.

**17.4** Upon receiving a notice of termination of this Agreement, County will immediately cease all activities under this Agreement, unless OSMB expressly directs otherwise in such notice. Upon termination, County will deliver to OSMB all documents, information, works-in-progress, Work Product and other property that are or would be deliverables under the Agreement. And upon OSMB's reasonable request, County will surrender all documents, research or objects or other tangible things needed to complete the work that was to have been performed by County under this Agreement.

## **SECTION 18: INSURANCE**

County shall maintain insurance as set forth in Exhibit D, attached hereto and incorporated herein by this reference.

## **SECTION 19: NONAPPROPRIATION**

OSMB's obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon OSMB receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow OSMB, in the exercise of its reasonable administrative

discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of OSMB.

## **SECTION 20: AMENDMENTS**

The terms of this Agreement may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.

## **SECTION 21: NOTICE**

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by facsimile, email, personal delivery, or postage prepaid mail, to a Party's Authorized Representative at the physical address, fax number or email address set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this Section 21. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number.

## **SECTION 22: SURVIVAL**

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under Sections 6,10, 11, 15, 16 and 22 hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

## **SECTION 23: SEVERABILITY**

The Parties agree that 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 will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

## **SECTION 24: COUNTERPARTS**

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.



## **SECTION 25: COMPLIANCE WITH LAW**

In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state and local law.

## **SECTION 26: INDEPENDENT CONTRACTORS**

The Parties agree and acknowledge that their relationship is that of independent contracting parties and that County is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

## **SECTION 27: INTENDED BENEFICIARIES**

OSMB and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

## **SECTION 28: FORCE MAJEURE**

Neither Party is responsible for any failure to perform nor any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. OSMB may terminate this Agreement upon written notice to County after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

## **SECTION 29: SECURITY INTEREST**

County, in consideration of OSMB's provision of services described in Exhibit A, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants OSMB a continuing security interest in and so pledges and assigns to OSMB all of the rights of County and all proceeds and products in the boats and equipment purchased pursuant to OSMB's authority under ORS 830.140, including, but not limited to this agreement ("Collateral"). County hereby irrevocably authorizes OSMB at any time and from time to time to file in any filing office in any Uniform Commercial Code jurisdiction any financing statements and amendments thereto to complete the attachment, perfection and first priority of, and the ability of OSMB to enforce, OSMB's security interest in the Collateral, including, but not limited to, causing OSMB's name to be noted as secured party on any certificate of title for a titled good. County will not, or will not offer to, sell or otherwise dispose of the Collateral or any interest in the Collateral except with receipt of OSMB's prior written approval. Upon the failure by County

to keep, observe or perform any provision of this agreement, without any other notice to or demand upon County, OSMB shall have in any jurisdiction in which enforcement of this agreement is sought, in addition to all other rights and remedies, all rights, privileges, powers and remedies of a secured creditor provided by the Uniform Commercial Code and any additional rights and remedies which may be provided to a secured party in any jurisdiction in which the Collateral or a part hereof is located, at law, in equity, or otherwise, including, without limitation, its right to take immediate possession of the Collateral.

### **SECTION 30: ASSIGNMENT AND SUCCESSORS IN INTEREST**

County may not assign or transfer its interest in this Agreement without the prior written consent of OSMB and any attempt by County to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. OSMB's consent to County's assignment or transfer of its interest in this Agreement will not relieve County of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

### **SECTION 31: SUBCONTRACTS**

County shall not, without OSMB's prior written consent, enter into any subcontracts for any of the work required of County under this Agreement. OSMB's consent to any subcontract will not relieve County of any of its duties or obligations under this Agreement.

County shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnatee") 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 County'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 Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the County's contractor from and against any and all Claims.

### **SECTION 32: TIME IS OF THE ESSENCE**

Time is of the essence in County's performance of its obligations under this Agreement.

### **SECTION 33: MERGER, WAIVER**

This Agreement and all exhibits and attachments, if any, constitute 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. No waiver or

consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

## **SECTION 34: RECORDS MAINTENANCE AND ACCESS**

County shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, County shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of County, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document County's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of County, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." County acknowledges and agrees that OSMB and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. County shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Subject to foregoing minimum records retention requirement, County shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

## **SECTION 35: HEADINGS**

The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

## **SECTION 36: ADDITIONAL REQUIREMENTS**

County shall comply with the additional requirements set forth in Exhibit C, attached hereto and incorporated herein by this reference.

## **SECTION 37: AGREEMENT DOCUMENTS**

This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement less all exhibits, attached Exhibit A (the Statement of Work), Exhibit B (Boating Safety Action Plan) Exhibit C (Federal Assurances), and Exhibit D (Insurances).

## **SECTION 38: SIGNATURES**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

**STATE OF OREGON acting by and through its State Marine Board**

  
\_\_\_\_\_  
Larry Warren, Director

7-31-18  
\_\_\_\_\_  
Date

**Columbia County Sheriff's Office**

1. Steve Salle  
\_\_\_\_\_  
County Sheriff (Acting)

\_\_\_\_\_  
Date

By:   
\_\_\_\_\_  
Signature

7/25/18  
\_\_\_\_\_  
Date

**Approved for Legal Sufficiency in accordance with ORS 291.047**

DOJ File No. 25001-GT0234-11 Exemption letter, AAG Marlowe  
DOJ Attorney

May 24, 2012  
\_\_\_\_\_  
Date

## EXHIBIT A

### STATEMENT OF WORK

#### THE COUNTY AGREES TO:

- A. Enforce the applicable provisions of the Oregon Revised Statutes, Chapters 830 and 704 and Oregon Administrative Rules, Chapter 250.
- B. Investigate complaints of boating law violations and boating accidents as specified in the current version of the OSMB Policy and Procedures Manual, incorporated by reference herein.
- C. Alert the public to unsafe boating conditions.
- D. Assign duties under this agreement to personnel who have completed training and received certification at the Marine Law Enforcement Academy. Boating law enforcement personnel assigned by the County shall be mentally and physically capable of performing required duties. Standards of performance, discipline of officers and the control of personnel performing services pursuant to this agreement shall be the responsibility of the County. County agrees that assigned personnel shall wear a Coast Guard approved personal flotation device (life jacket) while on board a boat.
- E. Provide assistance to boaters and provide search and rescue services as noted in the policy and procedures manual.
- F. Provide law enforcement examinations of boats.
- G. Carry out all aspects of the Boating Safety Program: The Boating Safety Action Plan, Budget and Maintenance Schedule, described in Exhibit B, attached here to and incorporated by reference herein.
- H. Provide OSMB with monthly activity reports to the OSMB database by the end of each month.
- I. Send quarterly invoices to: **Boating Safety Program Fiscal Analyst, Oregon State Marine Board, and 435 Commercial St. NE, Salem, OR 97309**. Invoices must be submitted within 45 days following the end of the quarter.
- J. Furnish and supply all necessary labor, supervision, equipment, communications, facilities and supplies necessary to provide the level of service required to fulfill this agreement.
- K. Submit all requests for boat and related equipment repairs, to which OSMB holds title, to OSMB for approval. Approval is also required for the vendor providing the services.

**OSMB AGREES TO:**

- A. Provide County an orientation to OSMB policies, regulations, and administrative rules necessary to meet the purpose of this agreement.
- B. Provide required training through the Marine Law Enforcement Academy held once a year.
- C. Provide funds for the purchase of patrol boats, required equipment, fuel, and boat maintenance.
- D. Provide access to and training for the use of OSMB's law enforcement data base.
- E. Make payment to County within 45 days of receiving and approving invoice from County.

**EXHIBIT B**  
**(BOATING SAFETY ACTION PLAN)**

**(SEE ATTACHED)**

## EXHIBIT C

OMB Approval No. 0348-0040

### ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

Previous Edition Usable

Authorized for Local Reproduction

Standard Form 424B (Rev. 7-97)  
Prescribed by OMB Circular A-102



## **EXHIBIT D**

### **INSURANCE**

During the term of this agreement, the County shall provide insurance to cover all loss; damage or injury to the equipment purchased under this agreement, in an amount no less than the purchase price thereof. Such insurance shall be provided by the County through an insurer duly authorized to do business in the State of Oregon but may be provided by self-insurance. Any proceeds from insurance or self-insurance shall be applied to the repair or replacement of the damaged equipment unless the County received prior written direction or authorization from the OSMB to otherwise dispose of the proceeds.



# Boating Safety Action Plan

for Columbia County Sheriff's Office  
Agency

FY 2018-19

Address: 901 Port Ave, Saint Helens, OR 97051

Phone #: 503.366.4636

Contact for Questions: Lieutenant Brian Pixley

Patrol Hours:	1771
Program Hours:	<del>913</del> 864
Total Hours:	<del>2684</del> 2,635

Total Available Hours  
from Page 7

2,635.00

## Your 2018-19 Action Plan Overview

Our focus in 2018-19 continues to be risk intervention. Collisions, high speed accidents, livery rentals, BUII and nav rule violations top the charts. While basic compliance is still important, please briefly describe your strategies to focus your patrol efforts on risk intervention and accident prevention at your key, higher risk waterways.

We are once again focusing our efforts on engaging boater behavior most associated with crashes, injuries and complaints.

Beginning in February and extending through October each year we see dramatic increases of boaters utilizing the Multnomah Channel and the Columbia River as they begin fishing the Spring and Summer salmon runs, steelhead, trout, sturgeon, small mouth bass and walleye. Large cumulations of fishing boats are seen in and around the St. Helens area from the mouth of the Multnomah Channel to the Santosh Slough to the south end of Coon Island. Many of these boats enter the water through the Scappoose Bay Marina which is a mecca of activity with an increasing number of non motorized boats as well. In these areas non professional fisherman are mixed with commercial guide / outfitters. For years there has been hostility between the non professional fisherman and the commercial guides / outfitters.

These large accumulations of boats extend into the summer months when recreational boaters begin to emerge to ski, cruise, wake board and fish.

Fishing along the Columbia River has been particularly problematic along the navigation channels where the deep draft ships are required to maneuver. Fisherman routinely anchor inside this channel and refusing to move which creates several near miss collisions every year. We plan on continuing to step up enforcement activity for these issues.

Along the assortment of beaches on the Columbia river side of Sauvie Island, increased numbers of non motorized boaters congregate and have been identified as failing to use proper safety equipment as specified by law.

Marine Deputies will be a visual deterrent in these areas up to and including saturation patrols and directed enforcement actions.

## Annual Patrol Plan: 1771 Hours

Expectation: Directed patrols will prioritize risk-based interventions first, then administrative compliance. Interventions should include a full BER. Consider local operation, use patterns, seasonal risks (fishing, cold water, wind etc). Patrol plan should reference ORS/OAR (at left) pertinent to your area of operation.

### Risk Intervention

- Local Rules  
OAR 250-020
- PFDs  
830.215
- Muffling Device  
830.260
- Sound Signaling  
830.230
- Unsafe Operation  
830.305
- Reckless Operation  
830.315
- BUII  
830.325
- Maintain Lookout  
830.335
- Nav Rules  
830.340
- Traffic Lanes  
830.345
- Riding on Bow  
830.360
- Occupy transom  
830.362
- Waterskiing/Observer  
830.365
- Boat Livery  
830.415, 420

### Compliance

- AIS
- Boater Ed Card
- Outfitter Guide

Marine Deputies will be vigilant throughout their patrols to identify persons boating under the influence of intoxicants including controlled substances and marijuana (ORS 830.325).

Slow no wake violations around marinas, docks and construction zones (OAR 250-010-0025) will remain a high priority during patrols. Also, speed and wake caused from boats in close proximity of other boaters is by nature a concerning activity that will be addressed through education and enforcement.

Given the unique close quarters of boats fishing and traveling within our congested areas, education and enforcement of navigation rules (ORS 830.340) will remain a priority for contacts and engagement.

Engagement of boaters who are fishing / anchored in navigational channels (ORS 830.345) will be moved up in priority given the large number of near collisions observed and reported over the last several years. More emphasis on citations this year for violation of navigation rules.

Marine Deputies will continue to frequent boat liveries where non motorized boats enter the water. We will continue our campaign to educate non motorized boaters regarding Aquatic Invasive Species (AIS) permits. We anticipate a higher enforcement activity to make sure they are in compliance.

Boat Examination Reports (BER's) will be conducted routinely at ramps, marinas and on water as necessary to identify safety compliance as well as violations for inadequate PFD's, fire extinguishers, sound equipment boaters education cards, etc.

Guide / Outfitters will be given an opportunity for off water examinations concerning OSMB requirements. Those who do not use these opportunities will be sought out on the water.

A Patrol Lieutenant trained in Marine Patrol will provide supervision to the Marine Unit's activities and do ride alongs weekly.



**Boating Safety Program  
Waterbodies To Be Patrolled**

County/Agency: Columbia County Sheriff's Office

FY 2018-19

Waterways (Inland & Ocean)	Specific Area	Start MM/YY	End MM/YY	Add'l Comments
Columbia River	Columbia County	07/18	07/19	
Multnomah Channel	Columbia County	07/18	07/19	
Gilbert River	Columbia County	07/18	07/19	Will respond to emergencies throughout the entire year.
Clatskanie River	Columbia County	07/18	07/19	
Nehalem River	Columbia County	07/18	07/19	Will respond to emergencies throughout the entire year.
Wallace Slough	Columbia County	07/18	07/19	
Cunningham Slough	Columbia County	07/18	07/19	Will respond to emergencies throughout the entire year.
Scappoose Bay	Columbia County	07/18	07/19	
Sturgeon Lake	Columbia County	07/18	07/19	Will respond to emergencies throughout the entire year.
Vernonia Lake	Columbia County	07/18	07/19	
Lower McNary Lake	Columbia County	07/18	07/19	Will respond to emergencies throughout the entire year.
Upper McNary Lake	Columbia County	07/18	07/19	



**Annual Program Plan**

~~913~~ 864 Hours

<p><b>Instructor Training</b></p>	<p>Expectation: Note personnel involved or willing to be involved in providing training on OSMB behalf. Participation pre-approved by training coordinator.</p>
	<p>Deputy McQuiddy will attend the OSMB Academy in 2017 and is interested in instructing OSMB classes as needed. Lt, Pixley is also available to help train as needed.</p>
<p><b>Training</b></p>	<p>Expectation: New or inexperienced DPSST certified marine officers will complete Marine Law Enforcement Academy, Drift Boat, White Water, Swift Water Rescue and other training as appropriate, and attend pre- and post-season meetings, if possible.</p>
	<p>During this fiscal year, we are anticipating in sending Deputy McQuiddy to Drift Boat, White Water, SRT and other training as offered by OSMB.</p>
<p><b>Non-OSMB Training</b></p>	<p>Expectation: Training as per program standards to maintain high level of police skill, performance and certifications.</p>
	<p>During this FY, all Marine Deputies will be required to engage in ongoing in-service law enforcement training to include road enforcement participation, first aid / CPR / AED, firearms training / Qualification, Defensive Tactics, etc.</p>
<p><b>Maintenance</b></p>	<p>Expectation: Perform regular and appropriate maintenance such as winterization, oil changes, trailer bearings, basic repairs and other preventative work as needed.</p>
	<p>All regular maintenance will be conducted on all OSMB boats and equipment at the proper time and intervals. When possible, members of the marine patrol unit will perform basic maintenance that is within their ability.</p>
<p><b>Waterway Markers</b></p>	<p>Expectation: Map and track OSMB-funded or approved waterway markers, maintain and confirm locations as per ORS, OAR, safety and informational requirements, maintain inventory.</p>
	<p>We will conduct waterway marker surveys and maintenance, this includes install and maintain signs on publicly owned docks and pilings.</p>

Hazard Mitigation	Expectation: Identify and respond to extraordinary waterway hazards through coordination with OSMB.
	We will, within our ability, respond to and mitigate any water way hazards in our area of responsibility.
Abandoned Boats	Expectation: Identify, assess, mitigate and investigate as appropriate. Coordinate with OSMB Abandoned Vessel Program manager.
	We will identify all abandoned boats within our area of responsibility.
Education	Expectation 1: Plan and implement public outreach strategies that teach public basic on-water safety skills. Expectation 2: Provide directly or through partners equivalency exam opportunities in your county.
	We will continue to participate in public education at community events such as schools, fairs and other outreach programs.
Trailer/ing/ Travel	Expectation: Note necessary trailering and traveling times specific to your AOR.
	Trailer/ing is only required when boats need to be removed from the water for service or travel to other areas / waterways.
Accident Investigation	Expectation: Follow investigation protocols. Notify Boat Accident Investigation Team of fatal or serious accidents. Fully evaluate for BUH. Complete reports within timeframe.
	Our marine deputies will be fully compliant with investigative protocols as they apply to boat accidents and assist partner L.E. agencies as needed.
Administrative	Expectation: Office duties required for program operations.
	Administrative responsibilities will be conducted by current program administration as required. The OSMB database will be monitored by the marine patrol program manager.
HINS/Livery/ Moorage Checks	Expectation: Provide HIN inspections as requested; inspect liveries annually for records compliance; check moorages annually to ensure registration compliance.
	We will continue to conduct HIN inspections as needed. We will also continue our efforts to engage with local liveries and conduct annual compliance inspections.

*\*Note: Programs are monitored for Highway Patrol Assistance and other non-marine activities. Hours should be incidental to program. Avoid non-marine operations that cause overtime hours to be charged to marine funding.*

## Boating Safety Program Proposed Costs



County/Agency: Columbia County Sheriff's <sup>OS</sup> FY 2018-19

Allocation (some may not apply)	OSMB	County/Agency Contribution
<b>LE Allocation:</b>	\$214,430.00	
<b>Boat Allocation:</b>		
<b>Special Emphasis:</b>		
<b>Total:</b>	\$214,430.00	\$0.00
<b>Proposed Program Costs:</b>		
	OSMB	County/Agency Contribution
1. Personnel (Must match totals on Form A)	\$160,856.46	\$187.87
2. Operations and Maintenance (Must match totals on Form B)	\$53,573.54	\$0.00
3. Boat		
4. Total direct Proposed Program Cost (1+2+3, should equal Total in above section)	\$214,430.00	\$187.87

County/Agency Authorized Representative:

*Jeffrey M. Dickerson*  
Signature

Jeffrey M. Dickerson  
Typed Name

4/2/2018  
Date

503.366.4610  
Telephone

# Boating Safety Program



## Proposed Personnel Costs – Form A

Note: "H of Hours" equals staff time dedicated to marine program. This may include overhead such as personal leave but should be proportional to their position (2040 hrs is full time). Note that total hours should be consistent with combined "Patrol" and "Program" hours on page 1.

County/Agency: Columbia County Sheriff's Office FY 2018-19

Employee Compensation				Compensation		
Name	Title	# of Hours	Cost per Hour	Total	OSMB	County/ Agency Cash Contribution
1. Shaun McQuiddy	Deputy	1,900.00	\$60.40	\$114,760.00	\$114,760.00	
2. Derek Hibbs	Deputy	300.00	\$42.50	\$12,750.00	\$12,750.00	
3. Brian Pixley	Lieutenant	300.00	\$63.75	\$19,125.00	\$19,125.00	
4. Ryan Dews	Deputy	135.00	\$49.93	\$6,740.55	\$6,740.55	\$187.87
5.				\$0.00		
6.				\$0.00		
7.				\$0.00		
8.				\$0.00		
9.				\$0.00		
10.				\$0.00		
11.				\$0.00		
12.				\$0.00		
13.				\$0.00		
14.				\$0.00		
15.				\$0.00		
16.				\$0.00		
17.				\$0.00		
18.				\$0.00	\$0.00	
19.				\$0.00		
20.				\$0.00		
21. Sub-Total (lines 1 thru 20)		2,635.00		\$153,375.55	\$153,375.55	\$187.87
22. Overtime (cannot exceed 5% of OSMB's amount on line 21)					\$7,480.91	
23. Total Proposed Personnel Costs (lines 21 + 22)					\$160,856.46	\$187.87



# Boating Safety Program Proposed Operations & Maintenance Costs – Form B



County/Agency: Columbia County Sheriff's <sup>SD</sup> FY 2018-19

Operating Supplies/Maintenance/Training Costs	Actual Expenditures		
	Total	OSMB	County/ Agency Cash Contrib.
A. Fuel: Vehicle 2,800.00 gallons @ \$ 3.50 per gallon	\$9,800.00	\$9,800.00	
Boat 3,500.00 gallons @ \$ 4.50 per gallon	\$15,750.00	\$15,750.00	
Subtotal of A:	\$25,550.00	\$25,550.00	\$0.00
B. Vehicle Lease			
C. Moorage	\$6,000.00	\$6,000.00	
D. Expendable Supplies – (\$500 max/each item) specify:			
1. Boat / Mooring Supplies - Lines, Buoys, bumpers, etc	\$500.00	\$500.00	
2. Refresh Boat Decals	\$500.00	\$500.00	
3. PFD Recharge Kits	\$500.00	\$500.00	
4. PFD's	\$500.00	\$500.00	
Subtotal of D:	\$2,000.00	\$2,000.00	\$0.00
E. Maintenance – (Refer to your 2018-19 maintenance schedule, enter data below) Identify by OR # and make:			
1. OR <del>497</del> <sup>3</sup> XCX River Wild Jet / Inboard Engine <span style="float: right;">150</span>	\$800.00	\$800.00	
2. OR <del>497</del> <sup>2</sup> XCX Alumaweld Pacific / Twin x2 <span style="float: right;">1450</span>	\$3,750.00	\$3,750.00	
3. OR 726 XCX 2014 Yamaha PWC <span style="float: right;">210</span>	\$300.00	\$300.00	
4. OR 727 XCX 2014 Yamaha PWC <span style="float: right;">210</span>	\$300.00	\$300.00	
5. 1995 American Eagle Safe boat <del>OR 276</del> XCX <span style="float: right;">850</span>	\$1,300.00	\$1,300.00	
6.			
Subtotal of E:	\$6,450.00	\$6,450.00	\$0.00
F. Insurance – (specify Insurance Company & policy #); Becher Carlson	\$10,573.57	\$10,573.54	
G. Non-OSMB Training – specify:			
1.			
2.			
3.			
4.			
Subtotal of G:	\$0.00	\$0.00	\$0.00

H. Training Attending-- specify:				
1. Drift: Deputy McQuiddy		\$1,000.00	\$1,000.00	
2. Jet.				
3. Academy: Deputy McQuiddy		\$1,000.00	\$1,000.00	
4. Other: Depuly McQuiddy SRT 1 / 2		\$1,000.00	\$1,000.00	
	<b>Subtotal of H:</b>	\$3,000.00	\$3,000.00	\$0.00
I. Other - specify:				
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
	<b>Subtotal of I:</b>	\$0.00	\$0.00	\$0.00
	<b>Subtotal:</b>	\$53,573.54	\$53,573.54	\$0.00

2013 River Wild (Jet) – OR 493 XCX

Required Service	2016	2017	2018	Cost
Oil Change	Reported	Reported	Required	150
Clean Heat Exchanger	NR	Required	Required	100
Trailer Service	NA	NA	Required	150
Water Fuel Separator	NR	Reported	Required	100
Replace Coolant (200 hrs)	Reported	NA	Required	50
Engine Service/Plug (service 400 hrs)	NA	NR	Required	300
Fire Extinguisher				

Starter Replaced 6/16/2016

Total \$ 850

2013 Alumaweld (Outboards X 2) – OR 492 XCX

Required Service	2016	2017	2018	Cost
Oil Change X2	Reported	Reported	Required	*
Trailer Service	NA	Reported	Required	150
Water Fuel Separator	Reported	Reported	Required	100
Lower Unit Service (300 hrs)	Reported	Reported	Required	*
Valve Adjustment	NA	Required*	Required	*
Cylinder Head Anodes (300 hrs)	NA	NA	Required	*
Timing Belts (1000 hours)	NA	NA	Required	*
Lower Unit Anodes	NA	NA	Required	*
Plugs (500 hrs)	NA	NA	Required	*

\*Major Service Required +1143 hours Full Service \$ 600 per motor X2 \$ 1200

Total \$ 1,450

1995 American Eagle (Outboard) – OR 276 XCX

Required Service	2016	2017	2018	
Oil Change	Reported	Reported	Required	200
Trailer Service	NR	NR	Required	150
Water Fuel Separator	NR	Reported	Required	100
Lower Unit Service	Reported	Reported	Required	100
Valve Adjustment (500 hrs)	NR	NR	Required	200
Cylinder Head Anodes (300 hrs)		Reported	NA	
Timing Belts (1000 hrs)		NA	NA	
Plugs		NA	Required	100
Fire Extinguisher				

Total \$ 850

2014 Yamaha PWC - OR 727 XCX (HIN YAMA2361A414)

Required Service	2016	2017	2018	Cost
Oil Change	Reported	Reported	Required	160
Super Charger Service	NA	Reported	NA	
Trailer Service	NA	NA	NA	
Spark Plugs/Tune Up (100 hrs)	NA	Reported	Required	100
Wear Ring	NA	NA	AN	
Coolant (400 hrs)	NA	Reported	NA	
Fire Extinguisher				
Valve Adjustments (200 hrs)		Reported	NA	

Total \$ 260

2014 Yamaha PWC - OR 726 XCX (HIN YAMA4696A414)

Required Service	2016	2017	2018	Cost
Oil Change	Reported	Reported	Required	160
Super Charger Service	NA	Reported	NA	
Trailer Service	NA	NA	NA	
Spark Plugs/Tune Up (100 hrs)	NA	Reported	Required	100
Wear Ring	NA	NA	AN	
Coolant (400 hrs)	NA	Reported	NA	
Fire Extinguisher				
Valve Adjustments (200 hrs)		Reported	NA	

Total \$260

*2/10*

**Amendment No. 10 to  
Intergovernmental Agreement No. 720-07  
Between Columbia County and Portland Community College**

This Amendment No. 10 ("Amendment") to Intergovernmental Agreement #720-07 is made and entered into between Columbia County ("County") and Portland Community College ("College").

WHEREAS, the parties entered into Intergovernmental Agreement #720-07 ("Agreement") on August 31, 2006, which expired on June 30, 2007; and

WHEREAS, on July 27, 2008, the parties entered into Amendment No. 1 to the Agreement, extending the term to June 30, 2008, and increasing the consideration to be paid under the Agreement; and

WHEREAS, on October 29, 2008, the parties entered into Amendment No. 2 to the Agreement, extending the term to June 30, 2009, and increasing the consideration to be paid under the Agreement; and

WHEREAS, on October 6, 2010, the parties entered into Amendment No. 3 to the Agreement extending the term to June 30, 2011; and

WHEREAS, on October 26, 2011, the parties entered into Amendment No. 4 to the Agreement extending the term to June 30, 2012; and

WHEREAS, on May 8, 2012, the parties entered into Amendment No. 5 to the Agreement extending the term to June 30, 2013; and

WHEREAS, on June 12, 2013, the parties entered into Amendment No. 6 to the Agreement extending the term to June 30, 2014 and increasing the consideration paid under the Agreement; and

WHEREAS, on June 6, 2014, the parties entered into Amendment No. 7 to the Agreement extending the term to June 30, 2015; and

WHEREAS, on July 1, 2015, the parties entered into Amendment No. 8 to the Agreement extending the term to June 30, 2017; and

WHEREAS, on July 1, 2017, the parties amended the Agreement to increase consideration paid under the Agreement, extend the term to June 30, 2018 and agree to consider the cost of living in future revisions; and

WHEREAS, the parties would like to further amend the Agreement to extend the term to June 30, 2019 and increase consideration;

NOW, THEREFORE, the Parties agree as follows:

1. Intergovernmental Agreement #720-07 is amended as follows:
  - A. Section I. TERM is amended to read,  
"This Agreement shall become effective on the date at which every party has signed, and shall expire, unless otherwise terminated or extended, on June 30, 2019."

B. Section IV. CONSIDERATION is amended to read,

"College will provide County \$20,000.00 in ten equal monthly payments of \$2000.00 beginning in September of 2006 and ending in June of 2007. College will provide County \$22,000.00 in four equal payments of \$5500.00 beginning in September of 2007 and ending in June of 2008. College will provide County \$37,000.00 in 4 equal quarterly payments of \$9,250.00 beginning in September of 2008 and ending in June of 2009. College will provide County \$37,000.00 in 4 equal quarterly payments of \$9,250.00 beginning in September of 2009 and ending in June of 2010. College will provide County \$37,000.00 in 4 equal quarterly payments beginning in September of 2010 and ending in June of 2011. College will provide County \$56,200.00 in 4 equal quarterly payments of \$14,050.00 beginning on July 1, 2011 and ending on June 30, 2012. College will continue to provide County \$56,200.00 in 4 equal quarterly payments of \$14,050.00 beginning on July 1, 2012 and ending on June 30, 2013. College will continue to provide County \$72,000 in 4 quarterly payments of \$18,000.00 beginning on July 1, 2013 and ending on June 30, 2014. College will continue to provide County \$72,000 in 4 quarterly payments of \$18,000.00 beginning July 1, 2014 and ending June 30, 2015. Beginning July 1, 2015 and ending on June 30, 2016, College will pay County \$79,200 in 4 equal quarterly payments of \$19,800. Beginning July 1, 2016 and ending on June 30, 2017, College will pay County \$83,160 in 4 equal payments of \$20,790. Beginning July 1, 2017 and ending on June 30, 2018, College will pay County \$85,656 in 4 equal payments of \$21,414. Beginning July 1, 2018 and ending on June 30, 2019, College will pay County \$87,456 in 4 equal payments of \$21,864."

2. Future revisions to the amount of consideration paid under this Agreement shall consider changes to the cost of living as reflected in the Consumer Price Index (CPI) published by the United States Department of Labor, Bureau of Labor Statistics.
3. Ridership data by day and monthly will be provided with each invoice.
4. Except as expressly amended, above, all other terms and conditions of the original Agreement remain in full force and effect.
5. All representations, warranties and certifications contained in the original Agreement #720-07 are true and correct as of the effective date of this Amendment and have the same effect has though made at the time of this Amendment.
6. This Amendment No. 10 shall become effective on the last date signed by the parties, below, but shall be retroactive to July 1, 2018.

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7. This Amendment may be executed in several counterparts (facsimile or otherwise), all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

Portland Community College

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

By: \_\_\_\_\_  
Finance Division Manager

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

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

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

Approved as to form

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

**PERMIT AND HOLD HARMLESS AGREEMENT**  
for use of Columbia County Facilities

THIS AGREEMENT is by and between **CITY OF ST. HELENS**, hereinafter referred to as "Permittee," and **COLUMBIA COUNTY**, a political subdivision of the State of Oregon, hereinafter referred to as "County," for the use of a County Facility, as follows:

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**Name of Facility:** Courthouse Plaza  
**Address of Facility:** Columbia County Courthouse, 230 Strand, St. Helens, Oregon  
**Name of Event:** Halloweentown  
**Description of the Event:** Permittee will use the Courthouse Plaza, **Rose Garden**, and **Old Courthouse steps** for Halloweentown events, as described in Halloweentown 2018 Courthouse Plaza Activities, which is attached hereto and incorporated herein by this reference.  
**Date and Time of the Event:** 8 a.m. September 1, 2018 through 8 a.m. November 16, 2018

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In consideration of the permission given by County for Permittee to use the County Facility for the above-described Event, Permittee agrees to release, indemnify, defend and hold harmless the County, its officers, agents and employees, successors and assigns against all liability, loss, and costs arising from actions, suits, claims, or demands, except when due to the County's sole negligence, arising in any manner out of the use of such facilities by Permittee, its officers, agents, employees, members or invited guests. Permittee further agrees to assist with maintenance of the Courthouse Plaza, including but not limited to lawn mowing, weed control, irrigation, tree trimming, and maintenance of flower beds and shrubs, and to make upgrades subject to the County's prior written approval for a period of 24 months from September 1, 2017 through September 1, 2019.

In addition, Permittee agrees to provide a certificate of insurance in an amount of not less than \$2,000,000 per occurrence to protect County, its officers, agents, and employees. Permittee shall provide County a certificate or certificates of insurance in the amounts described above which names Columbia County, its officers, agents and employees as additional insureds at least 30 days in advance of the event. Such certificate or certificates shall be accompanied by an additional insured endorsement containing the same language. Permittee shall notify County immediately if any insurance coverage required by this paragraph will be canceled, not renewed or modified in any material way.

Permittee agrees to maintain adequate trash and recycling containers, which shall be equipped with fully closeable lids and shall be fully closed, unless being immediately filled or emptied. All trash shall be placed in the approved containers. Permittee further agrees to remove all equipment, personal property, trash or other debris from County property at the conclusion of each event at its own expense not later than 8 a.m. on the morning following the event. Permittee acknowledges that in the interest of public health, safety or welfare, the County may, at its sole discretion, revoke this permit and/or require removal of equipment or other personal property from County property. Unless otherwise agreed to in writing, this permit does not entitle the permittee to exclusive use of County property, nor does it entitle permittee to sublet or charge a fee for use of County property. **Permittee agrees to give permission to Shoestring Players for non-exclusive use of the Rose Garden, subject to City event rules. Permittee will not charge Shoestring Players for the use of County property.**

PERMITTEE:  
City of St. Helens  
265 Strand Street  
St. Helens, Oregon 97051

BOARD OF COUNTY COMMISSIONERS FOR  
COLUMBIA COUNTY, OREGON:

By:   
(Signature of Authorized Representative)

By: \_\_\_\_\_  
Chair

Name: John Walsh, City Administrator  
(Name of Authorized Representative)

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

Date: 8/21/18



## Halloweentown 2018 - Courthouse Plaza Activities

Permittee intends to use the County Courthouse Plaza and surrounding areas, including limited use of the Courthouse, as described below. Any changes to the uses and activities described below require advance written approval from the County General Services Director. Requests for changes shall be submitted at least 7 days in advance. The following activities are approved under this permit:

### Columbia County Courthouse

- Beginning September 1, 2018, Permittee may decorate the exterior of the Courthouse for Halloweentown. Decorations shall be removed on or before 8 a.m. on November 3, 2017.
- On \_\_\_\_\_ Permittee may use the Courthouse for event staging, *i.e.*, to provide entrance for event performers. Permittee shall cover the cost of County staff to provide and supervise access to the Courthouse. Remove per Becky Bean 8/21/18

### Courthouse Plaza

- Beginning September 1, 2018, Permittee may decorate the Courthouse Plaza for Halloweentown. Decorations shall be removed on or before 8 a.m. on November 2, 2018
- Weekends throughout September and October: face painting, balloon twisting, photo ops, self-guided haunted tours, Shoestring Community Players
- Ride to the Alien Landscape:
  - September, 10 a.m. – 4 p.m.: 22-23, 29-30
  - October:
    - Wed & Thurs: 11 a.m. – 2 p.m. , 3 p.m. – 5 p.m.
    - Fri: 11 a.m. – 7 p.m.
    - Sat: 10 a.m. – 6 p.m.
    - Sun: 10 a.m. – 4 p.m.
- October 6:
  - 11 a.m. – 5 p.m.. - Face painting and balloon twisting
  - 1 p.m. – Costume Competition
  - 7 p.m. – Pumpkin Lighting Celebration. Permittee will provide adequate portable toilets and handwashing stations, as determined by the Columbia County Emergency Management Director for the estimated 300 people in attendance.
- October 7:
  - 11 a.m. – 3 p.m. – Face painting and balloon twisting
  - 1 p.m. – Costume Competition
- October 13:
  - 11 a.m. – 5 p.m.. - Face painting and balloon twisting
  - 1 p.m. – Costume Competition

- 4:00 p.m. Dance Performance by Sindey Sullivan Spotlight award winner followed by Monster Moves
- 5 pm -7:30 pm: Live Music County Courthouse steps with Jim Fisher
- 7:30 pm – 8 pm: Celebrity Pumpkin Lighting Permittee will provide adequate portable toilets and handwashing stations. as determined by the Columbia County Emergency Management Director, for the estimated 3000 people in attendance.
- October 14:
  - 11 a.m. – 3 p.m.. - Face painting and balloon twisting
  - 1:30 p.m. – Four Legged Friends Costume Contest
  - 4:00 p.m. – Dance performance by Sindey Sullivan followed by Monster Moves
- October 20 :
  - 11 a.m. – 5 p.m.. - Face painting and balloon twisting
  - 1:45 p.m. – Look A Like Competition, Courthouse Steps
  - 3 p.m. – Free Courthouse street performance by Leapin’ Louie Comedy Shows
  - 4 p.m. – Dance performance by Sidney Sullivan followed by Monster Moves
  - 6 p.m. – The Headless Horsemen & His Possessed Posse sponsored by SCCC
  - 7 p.m. – Pumpkin Lighting Ceremony with Sophie & her little witches
- October 21:
  - 11 a.m. – 3 p.m.. - Face painting and balloon twisting
  - 1 p.m. – Free Courthouse street performance by Leapin’ Louie Comedy Shows
  - 4 p.m. – Dance performance by Sindey Sullivan followed by Monster Moves
- October 27:
  - 12:30 p.m. – Magical Matrimonial Ceremony
  - 3:30 p.m. – Ghouls & Gals Wedding Vow Renewal
  - 5 p.m. – Dance performance by Sidney Sullivan followed by Monster Moves
  - 7:15 p.m. – Final Pumpkin Lighting Ceremony with Kalabar and Sophie
- October 28:
  - 4 p.m. – Dance performance by Sidney Sullivan followed by Monster Moves
- October 30-31:
  - No scheduled activities, photo ops only
- 

#### Courthouse Parking Lots

- Event parking is prohibited in the Columbia County Courthouse parking Jots Monday through Friday, from 8 a.m. to 5 p.m.
- Beginning September 1, 2018, Permittee may decorate the trees in the Courthouse parking lots. Decorations shall be removed on or before 8 a.m. on November 2, 2018.



**PERMIT AND HOLD HARMLESS AGREEMENT**  
for use of Columbia County Facilities

THIS AGREEMENT is by and between **CITY OF ST. HELENS**, hereinafter referred to as "Permittee," and **COLUMBIA COUNTY**, a political subdivision of the State of Oregon, hereinafter referred to as "County," for the use of a County Facility, as follows:

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**Name of Facility:** Courthouse Plaza, Rose Garden, old Courthouse steps, and old Courthouse windows.  
**Address of Facility:** Columbia County Courthouse, 230 Strand, St. Helens, Oregon  
**Name of Event:** Holiday Décor  
**Description of the Event:** Permittee will use the Courthouse Plaza, Rose Garden, old Courthouse steps, and old Courthouse windows for holiday decorating.  
**Date and Time of the Event:** 8 a.m. December 1, 2018 through 8 a.m. January 5, 2019.

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In consideration of the permission given by County for Permittee to use the County Facility for the above-described Event, Permittee agrees to release, indemnify, defend and hold harmless the County, its officers, agents and employees, successors and assigns against all liability, loss, and costs arising from actions, suits, claims, or demands, except when due to the County's sole negligence, arising in any manner out of the use of such facilities by Permittee, its officers, agents, employees, members or invited guests.

In addition, Permittee agrees to provide a certificate of insurance in an amount of not less than \$2,000,000 per occurrence to protect County, its officers, agents, and employees. Permittee shall provide County a certificate or certificates of insurance in the amounts described above which names Columbia County, its officers, agents and employees as additional insureds at least 30 days in advance of the event. Such certificate or certificates shall be accompanied by an additional insured endorsement containing the same language. Permittee shall notify County immediately if any insurance coverage required by this paragraph will be canceled, not renewed or modified in any material way.

Permittee agrees to maintain adequate trash and recycling containers, which shall be equipped with fully closeable lids and shall be fully closed, unless being immediately filled or emptied. All trash shall be placed in the approved containers. Permittee further agrees to remove all equipment, personal property, trash or other debris from County property at the conclusion of each event at its own expense not later than 8 a.m. on the morning following the event. Permittee acknowledges that in the interest of public health, safety or welfare, the County may, at its sole discretion, revoke this permit and/or require removal of equipment or other personal property from County property. Unless otherwise agreed to in writing, this permit does not entitle the permittee to exclusive use of County property, nor does it entitle permittee to sublet or charge a fee for use of County property.

PERMITTEE:  
City of St. Helens  
265 Strand Street  
St. Helens, Oregon 97051

By:   
(Signature of Authorized Representative)

Name: John Walsh, City Administrator  
(Name of Authorized Representative)

Date: 8/21/18

BOARD OF COUNTY COMMISSIONERS FOR  
COLUMBIA COUNTY, OREGON:

By: \_\_\_\_\_  
Chair

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