



BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON

Wednesday, September 26, 2018
10:00 a.m. - Room 308

BOARD MEETING AGENDA

CALL TO ORDER/FLAG SALUTE

MINUTES:

Minutes, September 19, 2018 Board meeting.
Minutes, September 19, 2018 Work Session

VISITOR COMMENTS - 5 MINUTE LIMIT

CONSENT AGENDA:

- (A) Ratify the Select to Pay for the week of 09.24.18.

AGREEMENTS/CONTRACTS/AMENDMENTS:

- (B) C55-2018 - Amendment No. 1 to Agreement No. 32852 (5311) with the Oregon Department of Transportation for the Purchase of Two Vehicles for CC Rider.
- (C) C56-2018 - Amendment No. 1 to Agreement No. 32850 (5339) with the Oregon Department of Transportation for the Purchase of Two Vehicles for CC Rider.
- (D) C96-2018 - LEDS User Agreement with the Oregon State Police and Authorize Steve Salle 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.

AMENDMENT NUMBER 1
ODOT GRANT AGREEMENT NO. 32852
Columbia County

The **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as **State**, and **Columbia County**, hereinafter referred to as **Recipient**, entered into an Agreement on **July 31, 2018**. Said Agreement is to secure financial assistance to complete the activities described in Exhibit A.

It has now been determined by **State** and **Recipient** that the Agreement referenced above, although remaining in full force and effect, shall be amended to change the number and type of bus being purchased.

Exhibit A shall be deleted in its entirety and replaced with the attached Revised Exhibit A. All references to "Exhibit A" shall hereinafter be referred to as "Revised Exhibit A."

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.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

SIGNATURE PAGE TO FOLLOW

Columbia County, by and through its

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

Todd Wood
230 Strand Street
Saint Helens, OR 97051
1 (503) 366-8505
todd.wood@co.columbia.or.us

State Contact:

Arla Miller
555 13th Street NE
Salem, OR 97301-4179
1 (503) 986-2836
Arla.MILLER@odot.state.or.us

State of Oregon, by and through its
Department of Transportation

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

Date _____

APPROVAL RECOMMENDED

By _____ Arla Miller

Date _____ 09/18/2018

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

Amendment changes to this Agreement are within the scope of the original or previously amended version; therefore, legal sufficiency review is exempt under OAR 137-045-0050(2).

**Revised Exhibit A
 Project Description and Budget**

Project Description/Statement of Work

Project Title: STP Columbia County 32852				
<i>Two Vehicle Replacements</i>				
Item #1: Vans				
Deleted	Total	Grant Amount	Local Match	Match Type(s)
Item #2: Bus < 30ft				
	\$180,000.00	\$161,514.00	\$18,486.00	Local
Sub Total	\$180,000.00	\$161,514.00	\$18,486.00	
Grand Total	\$180,000.00	\$161,514.00	\$18,486.00	

● **1. PROJECT DESCRIPTION**

Purchase 2 transit vehicles as follows: useful life: 5 years and 150,000 miles; approximate length: 20-25 feet; estimated number of seats: 12-16; estimated number of ADA securement stations: 2; fuel type: gasoline.

Purchase includes all equipment and supplies necessary to put the vehicles into service.

The following vehicles have been approved for replacement in this Agreement:

OPTIS V000833; 2008 Ford Eldorado; 1FD4E45S28DB51376.

OPTIS V000811; 2008 Ford Eldorado; 1DFDE45S59DA12160.

2. PROJECT DELIVERABLES, SCHEDULE and USE

All purchases and installations must be completed prior to the expiration date of this Agreement.

Expected order date: July 1, 2018.

Expected delivery date: June 30, 2020.

For vehicles procured using State Price Agreement contracts managed by the Oregon Department of Administrative Services, all vehicle orders will be reviewed and approved by State prior to submission to selected vendor. State is responsible for submitting vehicle orders to selected vendor. If Recipient does not purchase from the State Price Agreement contracts managed by the Oregon Department of Administrative Services, Requests for Proposals to procure the vehicles must be reviewed by State prior to solicitation for bids. All vehicle orders will be reviewed by State prior to submission to the selected vendor.

This Agreement provides funding to purchase passenger transportation vehicles to be used to provide public transportation service. Public transportation service is defined as service to the general public or special populations such as seniors and individuals with disabilities. Recipient may use the vehicles to coordinate public and human service transportation services with other agencies. Recipient will not lease the vehicles to another agency without the permission of State.

State will retain title to the vehicles as primary security interest holder as long as the vehicles remain in public transportation service. Recipient must request permission from State to release title for disposal when planning to sell or transfer a vehicle which has exceeded the minimum useful standard for age or mileage, and must notify State when actual disposal has been completed. Recipient must request permission from State in advance to transfer or otherwise dispose of a vehicle prior to its meeting federal useful life standards. Recipient must request permission from State to release title for changes.

Recipient will create and maintain a vehicle maintenance plan that utilizes the original equipment manufacturer (OEM) maintenance requirements for each vehicle and meets FTA transit asset management requirements in 49 CFR 625. Recipient will provide State a copy of the maintenance plan upon request.

3. PROJECT ACCOUNTING and MATCHING FUNDING

Eligible expenses that may be charged to this Agreement include grant administration, the cost of the procurement process, delivery charges and post-delivery inspections. Aftermarket equipment, graphics and other items directly associated with these vehicles and required to put the vehicles into service are eligible. Purchase of an extended warranty is an eligible expense; however, the eligible warranty shall not exceed the defined useful life of the vehicles. Licensing and other post-delivery expenses are not eligible for reimbursement.

Recipient will provide matching funding from non-federal source(s). Sources of funding that may be used as matching funding for this Agreement include Special Transportation Formula Funds, local funds, service contract revenue, advertisement income, other earned income, cash donations, and other verifiable in-kind contributions that are integral to the project budget. Recipient may not use passenger fares as matching funding.

Recipient will subtract income from fares, tickets, and passes whether pre-paid or post-paid, from the gross operating expenses of the service. Under this Agreement, State will bear the sum remaining after the amount of Recipient's required share of local matching funds is subtracted from the total project expenses. Recipient may not count the same costs twice if they have multiple agreements for which these costs may be eligible.

4. REPORTING and INVOICING REQUIREMENTS

Recipient will provide reporting information as prescribed by State on the vehicles purchased under this Agreement as long as the vehicles remain in public transportation service. Recipient will submit a request for reimbursement in a format provided by State. Reimbursement requests must include the following: a cover letter and copies of all invoices associated with expenses identified for reimbursement. and pre-award and post-delivery certification forms documenting compliance to Altoona bus testing, Federal Motor Vehicle Safety Standards, Buy America, and Disadvantaged Business Enterprise requirements.

C56-2018-1

AMENDMENT NUMBER 1
ODOT GRANT AGREEMENT NO. 32830
Columbia County

The **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as **State**, and **Columbia County**, hereinafter referred to as **Recipient**, entered into an Agreement on **July 31, 2018**. Said Agreement is to secure financial assistance to complete the activities described in Exhibit A.

It has now been determined by **State** and **Recipient** that the Agreement referenced above, although remaining in full force and effect, shall be amended to change the number and type of bus being purchased.

Exhibit A shall be deleted in its entirety and replaced with the attached Revised Exhibit A. All references to "Exhibit A" shall hereinafter be referred to as "Revised Exhibit A."

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.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

SIGNATURE PAGE TO FOLLOW

Columbia County, by and through its

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

Todd Wood
230 Strand Street
Saint Helens, OR 97051
1 (503) 366-8505
todd.wood@co.columbia.or.us

State Contact:

Arla Miller
555 13th Street NE
Salem, OR 97301-4179
1 (503) 986-2836
Arla.MILLER@odot.state.or.us

State of Oregon, by and through its
Department of Transportation

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

Date _____

APPROVAL RECOMMENDED

By _____ Arla Miller

Date _____ 09/18/2018

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

N/A

Revised Exhibit A
Project Description and Budget

Project Description/Statement of Work

Project Title: 5339 Columbia County 32830				
<i>Replacement/Right Sizing Vehicle Purchase</i>				
Item #1: Vans				
Deleted	Total	Grant Amount	Local Match	Match Type(s)
Item #2: Bus < 30ft				
	\$160,000.00	\$136,000.00	\$24,000.00	Local
Sub Total	\$160,000.00	\$136,000.00	\$24,000.00	
Grand Total	\$160,000.00	\$136,000.00	\$24,000.00	

● **1. PROJECT DESCRIPTION**

Purchase 2 transit vehicles as follows: useful life: 5 years and 150,000 miles; approximate length: 20-25 feet; estimated number of seats: 12-16; estimated number of ADA securement stations: 2; fuel type: gasoline.

Purchase includes all equipment and supplies necessary to put the vehicles into service.

The following vehicles have been approved for replacement in this Agreement:

*OPTIS V000062; 2001 Ford F350; 1FDSE35L01HA78713.
 OPTIS V000063; 2004 Ford Windstar; 2FMZA55244BA51254*

2. PROJECT DELIVERABLES, SCHEDULE and USE

All purchases and installations must be completed prior to the expiration date of this Agreement.

*Expected order date: July 1, 2018.
 Expected delivery date: December 31, 2020.*

For vehicles procured using State Price Agreement contracts managed by the Oregon Department of Administrative Services, all vehicle orders will be reviewed and approved by State prior to submission to selected vendor. State is responsible for submitting vehicle orders to selected vendor. If Recipient does not purchase from the State Price Agreement contracts managed by the Oregon Department of Administrative Services, Requests for Proposals to procure the vehicles must be reviewed by State prior to solicitation for bids. All vehicle orders will be reviewed by State prior to submission to the selected vendor.

This Agreement provides funding to purchase passenger transportation vehicles to be used to provide public transportation service. Public transportation service is defined as service to the general public or special populations such as seniors and individuals with disabilities. Recipient may use the vehicles to coordinate public and human service transportation services with other agencies. Recipient will not lease the vehicles to another agency without the permission of State.

State will retain title to the vehicles as primary security interest holder as long as the vehicles remain in public transportation service. Recipient must request permission from State to release title for disposal when planning to sell or transfer a vehicle which has exceeded the minimum useful standard for age or mileage, and must notify State when actual disposal has been completed. Recipient must request permission from State in advance to transfer or otherwise dispose of a vehicle prior to its meeting federal useful life standards. Recipient must request permission from State to release title for changes.

Recipient will create and maintain a vehicle maintenance plan that utilizes the original equipment manufacturer (OEM) maintenance requirements for each vehicle and meets FTA transit asset management requirements 49 CFR 625. Recipient will provide State a copy of the maintenance plan upon request.

3. PROJECT ACCOUNTING and MATCHING FUNDING

Eligible expenses that may be charged to this Agreement include grant administration, the cost of the procurement process, delivery charges and post-delivery inspections. Aftermarket equipment, graphics and other items directly associated with these vehicles and required to put the vehicles into service are eligible. Purchase of an extended warranty is an eligible expense; however, the eligible warranty shall not exceed the defined useful life of the vehicles. Licensing and other post-delivery expenses are not eligible for reimbursement.

Recipient will provide matching funding from non-federal source(s). Sources of funding that may be used as matching funding for this Agreement include Special Transportation Formula Funds, local funds, service contract revenue, advertisement income, other earned income, cash donations, and other verifiable in-kind contributions that are integral to the project budget. Recipient may not use passenger fares as matching funding.

Recipient will subtract income from fares, tickets, and passes whether pre-paid or post-paid, from the gross operating expenses of the service. Under this Agreement, State will bear the sum remaining after the amount of Recipient's required share of local matching funds is subtracted from the total project expenses. Recipient may not count the same costs twice if they have multiple agreements for which these costs may be eligible.

4. REPORTING and INVOICING REQUIREMENTS

Recipient will provide reporting information as prescribed by State on the vehicles purchased under this Agreement as long as the vehicles remain in public transportation service. Vehicle condition and mileage must be reported quarterly.

Recipient will submit a request for reimbursement in a format provided by State. Reimbursement requests must include the following: a cover letter and copies of all invoices associated with expenses identified for reimbursement. and pre-award and post-delivery certification forms documenting compliance to Altoona bus testing, Federal Motor Vehicle Safety Standards, Buy America, and Disadvantaged Business Enterprise requirements.

**DEPARTMENT OF STATE POLICE
CRIMINAL JUSTICE INFORMATION SERVICES (CJIS)
LEDS USER AGREEMENT**

- I. PARTIES.** The Parties to this Agreement are the State of Oregon, acting by and through the Department of State Police (“OSP”) and **Columbia County Sheriff’s Office** (“User”).
- II. PURPOSE.** The purpose of this Agreement is to provide User access to and use of information contained in the Oregon Criminal Offender Information System and the Federal Criminal Offender Information System (Federal Information) in the manner and to the extent authorized by OAR 257-010-0025, OAR 257, Division 015, and as provided in the Law Enforcement Data System Operating Manual (LEDS Manual).
- III. DEFINITIONS.** Terms used in this Agreement are defined in OAR chapter 257, Divisions 010 and 015, unless another definition is referenced herein. The phrase “criminal offender information” as used in this Agreement includes both Criminal Offender Information (as defined in OAR 257-010-0015) and Federal Information.
- IV. TERM.** This Agreement shall become effective on the date signed by all of the Parties, and shall continue in effect without a scheduled termination date, except as provided in Section V herein. Each party agrees to review this Agreement annually to ensure that the terms and conditions remain appropriate to the needs, duties and circumstances of the reviewer, and may propose amendments to this Agreement at any time.
- V. TERMINATION.**
- A. Either Party may terminate this agreement upon thirty (30) days written notice to the other Party.
 - B. This Agreement shall expire thirty (30) days after the User official who executes this Agreement no longer holds the position held at time of execution of this Agreement. A new Agreement must be executed during that thirty day period to avoid interruption of User’s access to and use of any information provided under this Agreement.
 - C. OSP, in its sole discretion, may impose sanctions upon User if User does not comply with any standards applicable to User under this Agreement, including without limitation federal standards, or with any provision of this Agreement, including without limitation by failing to establish and maintain security, audit and personnel training standards necessary to ensure system security and accuracy, and completeness and timeliness of entries consistent with this Agreement. The sanctions that may be imposed under this Agreement may include imposition of probationary terms and periods, temporary or permanent suspension of User’s direct terminal access to criminal offender information, and suspension or termination of this Agreement. Any termination of this Agreement by OSP under this Section V.C may occur immediately upon notice to User.
- VI. USER WARRANTIES AND REPRESENTATIONS.**
- A. User warrants and represents that it is authorized to enter into this Agreement and to access and use criminal offender information because it is a Criminal Justice Agency under ORS 181A.010 and OAR 257-010-0025.
 - B. The individual signing this Agreement on behalf of User warrants and represents that s/he is authorized to act on behalf of User and that User has authorized by any required action, including without limitation by order or ordinance, execution of this Agreement.

- C. User warrants and represents that no person who has been convicted of a crime which could have resulted in a sentence to a federal or state penitentiary will be allowed to operate a terminal accessing Computerized Criminal History (CCH) files or otherwise have access to criminal offender information, or criminal justice information. Requests for extraordinary circumstance exceptions to this requirement may be submitted, in writing, to the Superintendent of OSP, but no access shall be granted unless and until authorized in writing by OSP.
- D. User warrants and represents that criminal offender information obtained under this Agreement will be used only for purposes authorized by this Agreement and applicable law, will not be disseminated or disclosed in any manner to unauthorized persons or agencies, and will be maintained in secure files until destroyed by burning or shredding in accordance with law.
- E. User warrants and represents that it shall establish and maintain security, audit and personnel training standards adequate to ensure system security and, if User is a Criminal Justice Agency, accuracy, completeness and timeliness of entries made in accordance with Section VII.E of this Agreement.

VII. USER'S DUTIES.

- A. User shall abide by all published rules, policies, and procedures promulgated by OSP governing the administration and operation of the Oregon Criminal Offender Information System, including without limitation the LEDS Manual, and all published rules, policies and procedures of the Federal Bureau of Investigation, National Crime Information Center's Criminal Justice Information Systems Division. These rules include, without limitation of the foregoing, that all User personnel operating LEDS terminals are LEDS certified in accordance with OAR 257-015-0050(3).
- B. User shall use the Originating Agency Identification Number (ORI) provided by OSP and appearing on page 1 of this Agreement (or in attached ORI List) when accessing or requesting Criminal Offender Information or Federal Information.
- C. User shall comply promptly with all directives of the National Crime Information Center (NCIC) and LEDS regarding actions designed to assure compliance by User with all statutes and regulations applicable to this Agreement.
- D. If User is provided direct terminal access under Sections VII.E.1, User shall be subject to, and shall bear its own costs and expenses in cooperating with, audits by LEDS or NCIC for compliance with this Agreement. User agrees to make available to LEDS and to NCIC all those facilities, files, data, and other records reasonably necessary and pertinent to the conduct of any audit scheduled or requested by LEDS or NCIC. User shall cooperate and ensure the cooperation of its officers, employees, and agents, in the conduct of any audit. Such cooperation shall include the User's officers, agents, and employees responding to questionnaires and to interviews if requested by LEDS or by NCIC.
- E. Additional Criminal Justice Agency Duties:
 - 1. LEDS TERMINAL ACCESS; EMERGENCY TELEPHONE REQUESTS. User shall have access to criminal offender information via a LEDS terminal in accordance with OAR chapter 257, Division 015, and User should obtain all available information via direct terminal access. In case of emergency, User, or any employee, officer or agent of User, may make an emergency telephonic request for criminal offender information to the LEDS Operations Center, (503) 378-5565.
 - 2. TIMELY RECORD ENTRIES. If agency is a record entry agency, User agrees to enter records timely into LEDS and NCIC as follows:

- a. **Wanted Persons:** Entry for wanted persons made immediately after decision to arrest or to authorize arrest has been made, and after decision has been made as to whether and how far to go for extradition.
 - b. **Vehicles, Boats, Parts and License Plates:** Entry for stolen or felony motor vehicles, boats, parts, and license plates made immediately upon receipt and verification of information from victim or other responsible party and with the appropriate motor vehicle or boat registration agency, if possible.
 - c. **Guns, Articles and Securities:** Entry of stolen guns, articles, or securities means entry within twenty-four (24) hours of the time when complete information is available.
 - d. **Missing Persons, Unidentified Persons, Persons of Interest, and Restraining Orders:** Entry of missing persons, unidentified persons, persons of interest, and restraining orders immediately after decision has been made that the record qualifies for entry.
3. **TIMELY RECORD REMOVAL.** User agrees to remove its records in a timely manner. Timely removal means that a record is removed immediately when the purpose for the record is passed.
 4. **TIMELY INQUIRIES.** System inquiries shall be made in a timely manner. A timely inquiry means the inquiry is initiated as close in time as practicable before the information is used by the User.
 5. **RECORD VALIDATION.** User agrees to regularly validate and confirm records it has entered into LEADS and NCIC are complete, accurate and are not subject to removal as provided in Section VII.E.3 herein and in accordance with procedures specified in the LEADS Manual.
 6. **COMPLETENESS AND ACCURACY.** User agrees to maintain its records in LEADS and NCIC in a complete and accurate status, and to use all appropriate information available when making system inquiries or entries.

Complete entries include all applicable information available about the person or property at the time of the entry. The validation process should include a review of whether additional information has become available that should be added to the original entry.

Complete inquiries include all available identifying numbers (social security, passport, driver's license number, Vehicle Identification Number, license plate, serial numbers, owner applied numbers, etc.) as well as all known names and alias names used by a suspect.

NCIC policy regarding accuracy of records entered into NCIC requires that entries be double-checked by a second party. Examples of such verification include assuring appropriate crosschecks (VIN/License numbers, name/driver's license numbers, etc.) were made, and data in the record matches the data in the investigative report or other source documents.

A record in LEADS or NCIC files must be modified or removed promptly upon finding information in the record is incorrect or invalid.

7. **TEN-MINUTE HIT CONFIRMATION.** User agrees to adhere to the LEADS and NCIC confirmation policy including without limitation that the agency that is the originator of a record, or a designated alternate agency, be available twenty-four (24) hours a day to confirm inquiry "hits" (YQs). Upon receipt of a hit confirmation request from another agency, the originating agency or its designated alternate must, within ten (10) minutes for "URGENT" hit confirmation, or 1 hour for "ROUTINE" hit confirmation, furnish to the requesting agency a substantive response. A substantive response is a positive or negative confirmation or notice of the specific amount of time necessary to confirm the status of the record.

VIII. OSP'S DUTIES.

- A. OSP shall provide User access to criminal offender information to the extent authorized under ORS 181A.230 to 181A.245 and OAR 257-010-0025 and in the manner provided by OAR chapter 257, Division 15, the LEDS Manual and by this Agreement.
- B. Written and telephonic requests for criminal offender information, other than requests by Criminal Justice Agencies, shall be made to:

OSP CJIS Division
Records Unit
3565 Trelstad Ave. SE
Salem, OR 97317-9614
Phone: (503) 378-3070

OSP provides the LEDS Manual available online with secure credentials at the LEDS website, <http://www.oregon.gov/osp/CJIS/pages/index.aspx>

IX. LIABILITY AND INDEMNITY.

- A. User agrees it shall be legally responsible, as between OSP and other users having access to criminal offender and criminal justice information, for the accuracy and completeness of User's records in LEDS and NCIC, the timeliness of entry and removal of records from the system, and for adhering to system security and information access and dissemination requirements.
- B. To the extent permitted by any constitutional and statutory limitations applicable to User including, but not limited to, provisions relating to debt limits and the Oregon Tort Claims Act, User shall indemnify, defend, save and hold harmless the United States and its agencies, officers, employees, agents and members, and the State of Oregon and its agencies, officers, employees, agents and members, from and against all claims, damages, losses, expenses, suits or actions of any nature arising out of or resulting from the activities of User, its agencies, officers, employees, agents, members, contractors or subcontractors under this Agreement.

X. GENERAL TERMS AND CONDITIONS.

- A. NOTICES. All notices under this Agreement, other than User's inquiries for criminal offender and criminal justice information, shall be provided to the Administrator and designated LEDS Representative for the Agency/User, and to the CJIS Programs Manager for the Department of State Police/OSP. Contact information current on the date this agreement was executed was:

For USER:

AGENCY (USER) ADMINISTRATOR:

NAME: Steve Salle
TITLE: Chief Deputy
ADDRESS: 901 Port Avenue
ADDRESS:
CITY: St Helens, OR 97051-3018
PHONE: (503) 366-4602
FAX: (503) 366-4644
E-Mail steve.salle@co.columbia.or.us

AGENCY (USER) LEDS REPRESENTATIVE:

NAME: LT Brooke McDowall
ADDRESS: Same as Above
ADDRESS:
CITY:
PHONE: (503) 396-3668
EMAIL: brooke.mcdowall@co.columbia.or.us

For OSP:

NAME: Tom Worthy
TITLE: Major, OSP, CSO
ADDRESS: 3565 Trelstad Ave SE
CITY: Salem, OR 97317-9614
PHONE: 503 934-0266
FAX: 503-363-5475
EMAIL: tom.worthy@state.or.us

Notices under this agreement shall be given in writing by personal delivery, facsimile, email or by regular or certified mail to the person identified in this Section, or to such other person or at such other address as either party may hereafter indicate pursuant to this section. Any notice delivered personally shall be deemed received upon delivery. Notice by facsimile shall be deemed given when receipt of the transmission is generated by the transmitting machine. Notice by email is deemed received upon a return email or other acknowledgment of receipt by the receiver, and notice by certified or registered mail is deemed received on the date the receipt is signed or delivery is refused by the addressee.

Either Party may notify the other of a change of address designated under this subsection in the manner provided herein without need to amend the Agreement.


- B. **GOVERNING LAW AND VENUE.** This Agreement shall be governed 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 OSP and User that arises from or relates to this Agreement shall be brought and conducted solely and exclusively in the Circuit Court of Marion County for the State of Oregon provided, however, if the Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively in the United States District Court for the District of Oregon. USER, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.
- C. **WAIVERS.** The failure of OSP to exercise, and any delay in exercising, any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any further exercise thereof or the exercise of any other such right, power or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.
- D. **AUDITS, RECORDS RETENTION.** In addition to the requirements of Section VII.D, OSP and its duly authorized representatives shall have access, for a period not less than three (3) years, to books, documents, papers and records of the other Party which are pertinent to this Agreement, for the purpose of making audit, examination, excerpts and transcripts.
- E. **NON-ASSIGNMENT.** This Agreement, and any claim arising under this Agreement, shall not be assigned or delegated by User either in whole or in part.

- F. SEVERABILITY. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions and applications of this Agreement shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- G. WORKERS COMPENSATION INSURANCE. All employers that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126.
- H. HEADINGS. The section headings in this Agreement are included for convenience only, do not give full notice of the terms of any portion of this Agreement and are not relevant to the interpretation of any provision of this Agreement.
- I. MERGER. This Agreement sets forth the entire Agreement between the Parties with respect to the subject matter hereof. Commitments, warranties, representations and understandings or agreements not contained, or referred to, in this Agreement or written amendment hereto shall not be binding on either party. Except as may be expressly provided herein, no alteration of any of the terms or conditions of this Agreement will be effective without the written consent of both parties.

XI. SIGNATURES.

OREGON STATE POLICE

COLUMBIA COUNTY SHERIFF'S OFFICE

By: 
 Title: MAJ, OSP, CSO
 Date: 9-6-18

By: Steve Salle
 Title: Chief Deputy
 Date: _____

This agreement is executed by the Department of State Police pursuant to ORS Chapter 84.

ORI #	AGENCY NAME
OR0050000	Columbia Co. Sheriff's Office
OR005013C	Columbia Co. Jail
OR0050800	Columbia County Enforcement Narcotics Team