

# COLUMBIA COUNTY

## Board of Commissioners Office

### Commissioners

Margaret Magruder

Henry Heimuller

Alex Tardif

### Administration

Jan Greenhalgh

Jacyn Normine



ST. HELENS, OR 97051

230 Strand St., Room 338

Direct (503) 397-4322

Fax (503) 366-7243

[www.co.columbia.or.us](http://www.co.columbia.or.us)

## BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON

Wednesday, April 17, 2019

10:00 a.m. – Room 308

## BOARD MEETING AGENDA

### CALL TO ORDER/FLAG SALUTE

### MINUTES:

- 04.03.19 Board Meeting
- 04.03.19 Work Session

### VISITOR COMMENTS – 5 MINUTE LIMIT

### HEARING(S):

Public Hearing to Solicit Input on the County's Intent to Transfer Chapman Landing to the City of Scappoose.

- *Order No. 21-2019* In the Matter of Conveying Certain Real Property known as Chapman Landing, near Scappoose, Oregon, to the City of Scappoose, and removing its designation as a County Recreation Facility. Tax Map No. 3117-000-00400; Tax Account No. 5318

### CONSENT AGENDA:

- A. Ratify the Select to Pay for 04.08.19 & 04.15.19
- B. Approve Out of State Travel for Suzie Dahl to attend FEMA Building Sciences May 12th-17th

- C. Ratify Authorization for Nancy Merlette, Account Services Manager to be added to VALIC Group Account 63193-Columbia County as an authorized signer and Authorize the Chair to Sign
- D. 2019 Liquor License Renewal for Vernonia Golf Club
- E. *Resolution No. 27-2019* In the Matter of the Application of Columbia County to Participate in the Assessment and Taxation Grant
- F. *Order No. 10-2019* " In the Matter of Conveying Certain Real Property in Vernonia, Oregon to Arturo Loret De Mola and Consuelo Concha Imana; Tax Map ID Nos. 4N4W05-DA-0401 & 4N4W05-DA-04400 & Tax Account Nos. 23425 & 23421
- G. *Order No. 12-2019* " In the Matter of Conveying Certain Real Property in St. Helens, Oregon to Eric Olson Tax Map ID No. 4N2W02-00-03900 and Tax Account No. 29191
- H. *Order No. 24-2019* ( To Hold Sheriff's Sale) " In the Matter of Directing the Sale of Real Property Acquired By Columbia County"
- I. *Order No. 26-2019* In the Matter of Accepting the Dedication of Portions of Gable Road in St. Helens, Oregon, from Douglas Brown, Nicholas and Heidi Durant, Michael and Nicole Feakin, First Missionary Baptist Church, Sergio and Patricia Gutierrez, Lucas Haskell, Faith Holifield, The William E. "Stub" and Gerildyn N. Johnson Revocable Living Trust, Joryco Oregon LLC, LB Land Inc., Bonnylee and Gilbert MacKenzie, Northwest Oregon Housing Authority, Anthony and Samantha Stansbury
- J. *Quitclaim Deed* to Arturo Loret de Mola and Consuelo Concha Imana; Tax Map ID Nos. 4N4W05-DA-0401 & 4N4W05-DA-04400 & Tax Account Nos. 23425 & 23421 and Authorize the Chair to sign
- K. *Quitclaim Deed* to Eric Olson; Tax Map 4N2W02-00-03900 and Tax Account No. 29191 and Authorize the Chair to Sign
- L. *Quitclaim Deed* to the City of Scappoose: "for Chapman Landing" Tax Map No. 3117-000-00400 and Tax Account No. 5318 and Authorize the Chair to Sign

**AGREEMENTS/CONTRACTS/AMENDMENTS:**

- M. *C25-2019* Personal Services Contract with Justus Consulting Consortium LLC
- N. *C43-2018-1* Fifteenth Amendment to Public Services Contract By and Between Columbia County and Community Action Team, Inc. For Veterans Services
- O. *C50-2019* Purchase and Sales Agreement by and between Columbia County and Zephanian Emmons and Lindsay Emmons for Tax Map No. 6N5W06-BC-05200 and Tax Account No. 25283
- P. *C52-2019* Purchase and Sales Agreement by and between Columbia County and Kathleen McLaughlin for Tax Maps Nos. 7N2W177-AC-01300, 1301, 1400, and 1500 and Tax Account Nos. 18432, 18433, 18434, and 18436
- Q. *C59-2019* Contract with MTR Western for CC Rider Public Transportation Operations
- R. *C60-2019* Permit and Hold Harmless Agreement with the City of St. Helens for Use of the Plaza for Salmon Fest and authorize Chair to sign

**DISCUSSION ITEMS:**

Todd Wood: Discussing each of the STIF projects and why they were chosen

**COMMISSIONER TARDIF COMMENTS:**

**COMMISSIONER MAGRUDER COMMENTS:**

**COMMISSIONER HEIMULLER COMMENTS:**

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

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

In the Matter of Conveying Certain Real Property  
known as Chapman Landing, near Scappoose, Oregon,  
to the City of Scappoose, and removing its designation  
as a County Recreational Facility

ORDER NO. 21-2019

[Tax Map ID No. 3117-000-00400; Tax Account No.  
5318]

WHEREAS, Columbia County (hereinafter, the “County”) is the owner of certain real property in Columbia County, which is more particularly described in Exhibit A to Exhibit 1, attached, and is commonly known as Chapman Landing (hereinafter, the “Property” or “Chapman Landing”); and

WHEREAS, the County acquired the Property from the Port of St. Helens in 2005 through a bargain and sale deed that contains a reversionary clause requiring the property to be used for public park or public recreational purposes; and

WHEREAS, in accordance with that deed, the County adopted Order No. 41-2013, which designated Chapman Landing as a County Recreational Facility under Ordinance No. 94-9, *as amended*, and identified it as part of the Crown-Zellerbach Trail; and

WHEREAS, the City of Scappoose (hereinafter, the “City”) has acquired property adjacent to Chapman Landing and wishes to acquire Chapman Landing to develop it as a public park; and

WHEREAS, the City intends to prioritize the development of Chapman Landing as a park, consistent with the general development concept of the Crown-Zellerbach Trail; and

WHEREAS, the County is willing to transfer its interest in the Property to the City, subject to the terms and conditions of the Agreement for Transfer of Chapman Landing (hereinafter, “Agreement”), attached hereto as Exhibit 1, which was fully executed on March 27, 2019; and

WHEREAS, ORS 275.330 authorizes the County to transfer Chapman Landing to the City without approval at an election, if after holding a hearing on the conveyance, the County finds that the conveyance is in the best interest of the public;

WHEREAS, in accordance with ORS 275.330, the Board scheduled a public hearing on the transfer for April 10, 2019, and published notice of the hearing in the *Spotlight* on March 29 and April 5, 2019; and

WHEREAS, due to the cancellation of the Board’s April 10<sup>th</sup> meeting, the hearing was rescheduled to April 17<sup>th</sup>, with written notice provided at the time and place set for the April 10<sup>th</sup> meeting;

WHEREAS, on April 17, 2019, the Board held a public hearing and received testimony on the transfer of Chapman Landing to the City; and

WHEREAS, the Board then closed the hearing, deliberated towards a decision, and voted to approve the transfer of Chapman Landing to the City, finding that it is in the public interest because the City intends to expeditiously develop Chapman Landing as a public park or recreational area consistent

with the terms of the 2005 bargain and sale deed and the general development concept of the Crown-Zellerbach Trail;

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

1. The above recitals are adopted as findings in support of the Board's decision; and
2. The Board of County Commissioners authorizes the conveyance of the Property to the City of Scappoose subject to the terms and conditions of the Agreement for Transfer of Chapman Landing, attached hereto as Exhibit 1 and incorporated herein by this reference; and
3. The Board of County Commissioners will convey the Property by Quitclaim Deed in a form substantially the same as Exhibit B to the Agreement; and
4. The fully executed Quitclaim Deed shall be recorded in the County Clerk deed records by Columbia County without costs.
5. Upon transfer of the Property to the City, the Property's designation as a County Recreational Facility under Ordinance No. 94-9 shall cease.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2019.

BOARD OF COUNTY COMMISSIONERS FOR  
COLUMBIA COUNTY

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

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

Approved as to form

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

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

## AGREEMENT FOR TRANSFER OF CHAPMAN LANDING

This Agreement (hereinafter, the "Agreement") is by and between COLUMBIA COUNTY, a political subdivision of the State of Oregon, and the CITY OF SCAPPOOSE, an Oregon municipal corporation, for the transfer of Chapman Landing.

### RECITALS

WHEREAS, Columbia County (hereinafter, the "County") is the owner of certain real property in Columbia County, which is more particularly described in Exhibit A, attached hereto and incorporated herein by this reference, and is commonly known as Chapman Landing (hereinafter, the "Property" or "Chapman Landing"); and

WHEREAS, the County acquired the Property from the Port of St. Helens in 2005 through a bargain and sale deed that contains a reversionary clause requiring the property to be used for public park or public recreational purposes; and

WHEREAS, in accordance with that deed, the County has designated Chapman Landing as a County Park; and

WHEREAS, the City of Scappoose (hereinafter, the "City") wishes to acquire Chapman Landing in order to further develop it as a public park; and

WHEREAS, the City is also willing to accept jurisdiction over portions of the following County roads: JP West Road, EM Watts Road, and Columbia Avenue; and

WHEREAS, the County is willing to transfer its interest in the Property to the City, subject to the terms and conditions herein.

### AGREEMENT

In consideration of the terms and conditions hereinafter stated, County agrees to transfer the Property to City and City agrees to accept the Property on the following terms:

1. Consideration. In consideration of the County's transfer of Chapman Landing and payment in the sum of \$60,000 to the City for the pavement overlay of JP West Road, the City agrees to accept jurisdiction over the following roads "AS-IS":
  - A. JP West Road, from Highway 30 to 50 feet past the entrance to Veterans Park (end of sidewalk on the northwest corner), including the bridge (NBI# 22037). As a condition of the City's acceptance;
  - B. EM Watts Road, from Highway 30 to 400 feet west of Keys Road (end of the sidewalk on

the southern side of the roadway), including the bridge (NBI# 13344A); and

C. All of Columbia Avenue that is within the Scappoose Urban Growth Boundary.

2. Deed Restrictions. City agrees to accept the following restrictions, which shall be incorporated into the deed:

A. If the property is used in a manner that is inconsistent with public park or public recreational use, the County or its successors and assigns may re-enter, and upon re-entry, the rights of the City and its successors and assigns shall terminate.

B. The City shall be responsible for changing the zoning of the Property from industrial to a zone that is consistent with public park and recreational use. If the City fails to submit an application for the zone change within two years of the date the Property is transferred to the City, the County or its successors and assigns may re-enter, and upon re-entry, the rights of the City and its successors and assigns shall terminate.

C. In the event that a public road, such as a Scappoose bypass is proposed to be located adjacent to the Property, the City and its successors and assigns waive any right to remonstrate against the location of the road, as long as the road does not encroach on the Property.

D. The City shall allow and accommodate equestrian use on the Property to the extent such use complies with the rules and regulations of the United States Army Corps of Engineers.

3. Condition of Property and Title.

A. The City shall acquire the Property "AS IS" with all faults, without covenants or warranties.

B. The County shall convey the Property without warranty through a Quitclaim Deed substantially in the same form as Exhibit B;

C. The transfer of the Property is subject to any municipal liens, easements and encumbrances of record.

D. The Quitclaim Deed will reserve to the County:

i. The mineral and associated rights specifically provided for in Exhibit B; and

ii. If applicable, all rights to any County, public, forest or Civilian Conservation Corps roads; and

E. The City shall rely on the results of inspections and investigations completed by the City,

and not upon any representation made by the County.

4. Conditions of Closing/Additional Terms and Conditions.

A. Conditions of Closing. The County's obligation to transfer the Property is conditioned upon the following occurring no later than the Closing Date, unless otherwise specified or waived by the County:

- i. Prior to transferring the Property to the City, the County shall rescind the Property's designation as a County Park in accordance with ORS 275.330.
- ii. The County Board of Commissioners will adopt an Order authorizing the transfer of the Property to the City in accordance with terms and conditions substantially the same as those provided for in this Agreement.
- iii. The City will accept the Quitclaim Deed substantially in form of Exhibit B, hereto.
- iv. In accordance with ORS 373.270, the County will surrender jurisdiction and the City shall acquire jurisdiction over the following roads "AS-IS":
  1. JP West Road, from Highway 30 to 50 feet past the entrance to Veterans Park (end of sidewalk on the northwest corner), including the bridge (NBI# 22037);
  2. EM Watts Road, from Highway 30 to 400 feet west of Keys Road (end of the sidewalk on the southern side of the roadway), including the bridge (NBI# 13344A); and
  3. All of Columbia Avenue that is within the Scappoose Urban Growth Boundary.
- v. The County will remit to the City a sum in the amount of sixty-thousand dollars (\$60,000) for the pavement overlay of JP West Road.

B. 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, the rights and obligations of Parties shall terminate. In the event of said termination, City's agreement provided for in Section 4.B.vii, below, shall survive termination.

C. Additional Terms and Conditions. The Parties agree to the following additional terms and conditions, which shall survive closing:

- i. Prior to commencing park development, the City shall obtain the approval of the County Board of Commissioners for park development plans. The County shall review the plans for consistency with the Crown-Zellerbach Trail concept and



development.

- ii. The City shall establish a kiosk for the Crown-Zellerbach Trail at the intersection of West Lane and the Crown-Zellerbach Trail.
- iii. The City shall include the County as an equal partner in park branding, signage, brochures, and other promotional materials, and shall where appropriate, note the connection with the Crown-Zellerbach Trail and other Columbia County parks and recreational facilities.
- iv. The City shall maintain the park site.
- v. In the event of future boat moorage development at the park, the City shall provide slip space, including related storage space, for the County at no charge.
- vi. CITY AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS COUNTY, 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

5. 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, and shall be delivered to the following:

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

FOR CITY:  
Michael Sykes, City Manager  
City of Scappoose  
33568 E. Columbia Avenue  
Scappoose, OR 97056  
Phone No: 503-543-7146 ext. 226

- B. Assignment. This Agreement is not assignable by the parties.
- C. Closing. The Parties intend to close the transfer on or before April 15, 2019, with the actual time and date of closing (the "Closing") to be set by County at its sole discretion. The sale shall be "Closed" when the Quitclaim Deed is recorded by the County.
- D. Possession. Buyer shall be entitled to exclusive possession of the Property at the time the sale is Closed in accordance with Section 5.C, above.

- E. Attorneys' Fees. In the event a suit, action, arbitration or other proceeding of any nature whatsoever to enforce or interpret this Agreement, the parties shall be responsible for their respective costs and expenses, including attorneys' fees. This paragraph shall survive Closing and shall not merge with the deed.
- F. Exhibits. The following Exhibits are attached to this Agreement and incorporated within this Agreement: Exhibit A, Statutory Bargain and Sale Deed; and Exhibit B, Quitclaim Deed.
- G. 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.
- H. Venue. Venue related to this Agreement shall be in the Circuit Court of the State of Oregon for Columbia County, in St. Helens, Oregon.
- I. 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.
- J. Time of the Essence. Time is of the essence of this Agreement.
- K. Counterparts. 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. No Merger. The terms and conditions set forth in this Agreement, including, but not limited to those set forth in Sections 2-4, shall survive Closing and shall not merge with the deed.
- N. Closing Date. The Closing Date shall be April 15, 2019.
- O. STATUTORY DISCLAIMERS.

“THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON’S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.”

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

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

IN WITNESS WHEREOF the parties have caused this agreement to be executed and do each hereby warrant and represent that their respective officers, whose signatures appear below,

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have been and are on the date of this agreement authorized by all necessary and appropriate legal action to execute this agreement.

CITY OF SCAPPOOSE

By: Michael Sykes  
Michael Sykes, City Manager

Date: 3-18-19

Attested

Susan M. Reeves  
City Recorder

Approved as to form

By: Peter O. Walsh  
City Attorney

BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY

By: Henry Heimuller  
Henry Heimuller, Chair

By: Margaret Magruder  
Margaret Magruder, Commissioner

By: Alex Tardif  
Alex Tardif, Commissioner

Date: 3-27-19

Approved as to form

By: [Signature]  
Office of County Counsel

**EXHIBIT A**

**Legal Description for Map ID No 3117-000-00400 and Tax Account No. 5318**

**PARCEL 1:** Portions of Section 17, Township 3 North, Range 1 West, Willamette Meridian, Columbia County, Oregon described as:

That portion of Section 17 as described in Parcels 1 through 8 of deed from PORTLAND AND SOUTHWESTERN RAILROAD COMPANY to CROWN ZELLERBACH CORPORATION dated December 30, 1947 recorded in Book 97, Page 473, Deed Records of Columbia County, Oregon; **ALSO**, that portion of Section 17 as described by metes and bounds in Parcels A and B of deed dated January 16, 1947 recorded in Book 91, Page 515, Deed Records of Columbia County, Oregon; **ALSO** that portion of Section 17 as described by metes and bounds in deed dated February 6, 1964 recorded in Book 154, Page 251, Deed Records of Columbia County, Oregon.

Excepting therefrom any portion lying below the high water line of the Willamette Slough and Multnomah Channel.

Also excepting a tract of land in Section 17, Township 3 North, Range 1 West, Willamette Meridian, Columbia County, Oregon being more particularly described as follows:

All that portion of the Port of St. Helens tract as described in Parcel 1, Instrument No. 97-00606, Clerk's Records, Columbia County, Oregon being Northerly, Easterly and Downstream of the following described line: beginning at a 3/8" iron rod as shown on County Survey No. L-317 as per plat on file and of record in the Surveyor's Office, Columbia County, Oregon said iron rod being called South 1721.95 feet and East 1448.92 feet and North 08°48'00" West 97.91 feet from the Northwest corner of said Section 17; thence North 81°12'00" East a distance of 99.78 feet; thence

North 08°48'00" West a distance of 147.52 feet to a 5/8" iron rod as shown on said County Survey No. L-317; thence North 81°05'02" East a distance of 60.07 to a 5/8" iron rod as shown on said County Survey No. L-317 at the Southeast corner of the County Road and the true point of beginning of the following described line; thence South 08°57'59" East a distance of 33.05 feet to a 5/8" iron rod with yellow plastic cap marked "REYNOLDS LAND SURVEYING, INC."; thence North 41°14'31" East a distance of 132.09 feet to a 5/8" iron rod with yellow plastic cap marked "REYNOLDS LAND SURVEYING, INC."; thence North 52°43'43" East a distance of 223.70 feet to a 5/8" iron rod with yellow plastic cap marked "REYNOLDS LAND SURVEYING, INC."; thence South 36°41'34" East a distance of 120.84 feet to a 5/8" iron rod with yellow plastic cap marked "REYNOLDS LAND SURVEYING, INC."; thence continuing South 36°41'34" East to the center of the Willamette Slough/Multnomah Channel and the end of the line described herein.

Together with a tract of land in Section 17, Township 3 North, Range 1 West, Willamette Meridian, Columbia County, Oregon being more particularly described as follows:

All that portion of the Anthony P. Loos, Trustee (or any successor Trustee) of the C. H. Loos Revocable Trust - Credit Shelter By-Pass Fund, under Agreement dated November 7, 1991 tract as described in, Instrument No. 93-11296, Clerk's Records, Columbia County, Oregon lying Southerly, Westerly and Upstream of the following described line: beginning at a 3/8" iron rod as shown on County Survey No. L-317 as per plat on file and of record in the Surveyor's Office, Columbia County, Oregon said iron rod being called South 1721.95 feet and East 1448.92 feet and North 08°48'00" West 97.91 feet from the Northwest corner of said Section 17; thence North 81°12'00" East a distance of 99.78 feet; thence North 08°48'00" West a distance of 147.52 feet to a 5/8" iron rod as shown on said County Survey No. L-317; thence North 81°05'02" East a distance of 60.07 to a 5/8" iron rod as shown on said County Survey No. L-317 at the Southeast corner of the County Road and the true point of beginning of the following described line; thence South 08°57'59" East a distance of 33.05 feet to a 5/8" iron rod with yellow plastic cap marked "REYNOLDS LAND SURVEYING, INC."; thence North 41°14'31" East a distance of 132.09 feet to a 5/8" iron rod with yellow plastic cap marked "REYNOLDS LAND SURVEYING, INC."; thence North 52°43'43" East a distance of 223.70 feet to a 5/8" iron rod with yellow plastic cap marked "REYNOLDS LAND SURVEYING, INC."; thence South 36°41'34" East a distance of 120.84 feet to a 5/8" iron rod with yellow plastic cap marked "REYNOLDS LAND SURVEYING, INC."; thence continuing South 36°41'34" East to the center of the Willamette Slough/Multnomah Channel and the end of the line described herein.

**PARCEL 2:** Those portion of Sections 7 and 8, Township 3 North, Range 1 West, Willamette Meridian, Columbia County, Oregon as described in Parcels 1 through 8 of deed from PORTLAND AND SOUTHWESTERN RAILROAD COMPANY to CROWN ZELLERBACH CORPORATION dated December 30, 1947 recorded in Book 97, Page 473, Deed Records of Columbia County, Oregon.

**EXCEPTING THEREFROM:** That portion of the above described tract which falls within the boundaries of the City of Scappoose tract as described in Parcel 1 of Instrument No. 02-08446, Clerk's Records, Columbia County, Oregon

Tax Account No: 3117-000-00400 and 3100-000-00200.

## EXHIBIT B

### **AFTER RECORDING, RETURN TO GRANTEE:**

City of Scappoose  
c/o City Manager  
33568 E. Columbia Avenue  
Scappoose, OR 97056

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

### **QUITCLAIM DEED**

The **COUNTY OF COLUMBIA**, a political subdivision of the State of Oregon, hereinafter called Grantor, for the consideration hereinafter stated, does hereby release and quitclaim unto the City of Scappoose 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. **3117-000-00400** and Tax Account No. **5318** and more particularly described on Exhibit A, attached hereto and incorporated herein by this reference.

The true and actual consideration for this conveyance is other consideration received.

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.
- 4) If the property is used in a manner that is inconsistent with public park or public recreational use, the County or its successors and assigns may re-enter, and upon re-entry, the rights of the City and its successors and assigns shall terminate.
- 5) The City shall be responsible for changing the zoning of the Property from industrial to a zone

that is consistent with public park and recreational use. If the City fails to submit an application for the zone change within two years of the date the Property is transferred to the City, the County or its successors and assigns my re-enter, and upon re-entry, the rights of the City and its successors and assigns shall terminate.

6) In the event that a public road, such as a Scappoose bypass is proposed to be located adjacent to the Property, the City and its successors and assigns waive any right to remonstrate against the location of the road, as long as the road does not encroach on the Property.

7) The City shall allow and accommodate equestrian use on the Property to the extent such use complies with the rules and regulations of the United States Army Corps of Engineers.

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

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

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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, Grantor has executed this instrument this \_\_\_ day of \_\_\_\_\_, 20\_\_.

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

Approved as to form

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

By: [Signature]  
Office of County Counsel

Henry Heimuller, Chair

STATE OF OREGON )  
                                  )  
County of Columbia )

ss.

ACKNOWLEDGMENT

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

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

Accepted by:  
City of Scappoose

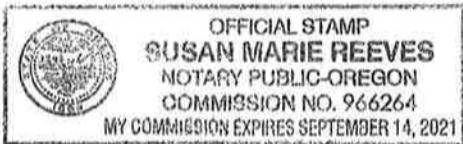
By: [Signature]  
Michael Sykes, City Manager

STATE OF OREGON )  
                                  )  
County of Columbia )

ss.

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 18<sup>th</sup> day of March, 2019 by Michael Sykes, City Manager, City of Scappoose, on behalf of which the instrument was executed.



[Signature]  
Notary Public for Oregon

Columbia County  
Out-Of-State Travel Authorization Form

**EMPLOYEE INFORMATION:**

First Name: Suzanne

Last Name: Dahl

Email/Phone: suzie.dahl@co.columbia.or.us

Department: Columbia County Land Development-Building Department

Supervisor: Karen Schminke

**TRAVEL INFORMATION:**

Purpose of Travel: FEMA Building Sciences (Earthquake and Wind)

Travel Destination - City/State: Emmitsburg, Maryland

Dates of Travel: May 12-17, 2019

Estimated Costs: 752.00 airfare reimbursable by FEMA and 150.00 Meal ticket is required

Source of Funds: FEMA and Building 217 Budgeted: Yes  No   
*Although this wasn't an anticipated event, there is money in our budget.*

Costs Reimbursed by Outside Agency: Yes  No

*FEMA to reimburse my personal account for travel and the meal ticket will be placed on ~~my~~ either personal or county credit card.*

**AUTHORIZATION:**

I approve the travel as indicated and certify that funding is available for the payment of all travel expenses that will be incurred in connection with this travel.

Supervisor Name/Title: Karen L. Schminke Date: 04/08/19  
LDS Director

Supervisor Signature: *K. Schminke*

**BOARD OF COMMISSIONERS  
COLUMBIA COUNTY, OREGON**

Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

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

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

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

**COMPLETED FORM MUST BE RECEIVED BY BOC OFFICE 30 DAYS PRIOR TO TRAVEL**

## FEMA: E2460 Advanced Building Science

FEMA will host a Pilot Course: E2460 Advanced Building Science Series May 13 - 16, 2019 at the Emergency Management Institute (EMI) National Emergency Training Center (NETC) in Emmitsburg, Maryland.

This advanced-topics course addresses the ever changing challenges faced from flood and wind risk, through a comprehensive approach of planning, compliance, best-practice mitigation, and funding.

The four-day course is comprised of six (6) half- and full- day modules that will focus on:

1. Flood Provisions of the I-Codes and ASCE-24 (full-day)
2. Incorporating Future Conditions into Flood Design (half-day)
3. Strategies for Maximizing Floodproofing Success (half-day)
4. Steps to a Successful Elevation (full-day)
5. Wind Mitigation for Buildings: Policies & Procedures for Successful Recovery (half-day)
6. Critical Building Performance for Wind (half-day)

This course seeks to:

- Enhance participants' capability to understand risk and promote compliance with building codes, best practices, and FEMA policies, thereby increasing resiliency on the local, state, and national levels.
- Increase participants' knowledge and understanding of the provisions and interactions of the I-Codes, engineering standards, FEMA technical guidance, and FEMA mitigation funding programs for flood and wind hazards.
- Support participants' capacity to plan for future conditions by considering probable future flood hazards and lifetime building performance and operation requirements.
- Facilitate participants' implementation of course content in their practice of engineering design, vulnerability assessment, and building inspection through comprehensive exercises, practical guidance, and custom tools.

The primary audience for this course is engineers and architects. Floodplain managers, building code officials, and hazard mitigation/municipal planners with building science knowledge are also encouraged to attend.



April 2, 2019

VALIC  
Attn: Plan Sponsor Service Team  
2919 Allen Parkway  
Woodson Tower  
Houston, Texas 77019

RE: Group Account 63193 – Columbia County

To Whom It May Concern:

Columbia County is requesting to have an additional Plan Administrator/Authorized Signer added to the account referenced above. The County has designated the following employee:

- Name: Nancy Merlette
- Title: Accounting Services Manager
- Email: [Nancy.Merlette@co.columbia.or.us](mailto:Nancy.Merlette@co.columbia.or.us)
- Phone number: (503) 397-7225

Please grant access to Sponsorfit to view online account information as well.

Regards,

A handwritten signature in black ink, appearing to read "H. Heimuller".

Henry Heimuller  
Chair

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

In the Matter of the Application of            )  
Columbia County to Participate in        )  
the Assessment and Taxation Grant        )

RESOLUTION NO. 27-2019  
(Grant Document Resolution)

WHEREAS, Columbia County is applying to the Department of Revenue in order to participate in the Assessment and Taxation Grant. This state grant provides funding for counties to help them come into compliance or remain in compliance with ORS 308.232, 308.234, Chapters 309, 310, 311, 312 and other laws requiring equity and uniformity in the system of property taxation; and

WHEREAS, Columbia County has undertaken a self-assessment of its compliance with the laws and rules which govern the Oregon property tax system; and

WHEREAS, Columbia County is generally in compliance with ORS 308.232, 308.234, Chapters 309, 310, 311, 312 and other laws requiring equity and uniformity in the system of property taxation, and

WHEREAS, Columbia County designates MaryAnn Guess, phone number (503) 397-0060, ext. 8431 ([maryann.guess@co.columbia.or.us](mailto:maryann.guess@co.columbia.or.us)) as the County contact person for this grant document;

NOW, THEREFORE, IT IS HEREBY RESOLVED Columbia County agrees to appropriate the budgeted dollars based on 100 percent of the expenditures certified in the grant application in the amount of \$2,405,381, the total expenditure amount for consideration in the grant. If 100 percent is not appropriated, no grant shall be made to the County for the quarter in which the County is out of compliance.

DATED at St. Helens, Oregon, this \_\_\_\_\_ day of April, 2019.

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

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

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

Approved as to form:

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

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

Personal Services	Materials and Services	Cost of Transportation	Capital Outlay	Total Direct Exp	Valuation	INPUT HERE	ASSESSORS	INPUT	Admin	Valuation	Cartography	difference	rec	
Personal Services	493,316	694,335	72,312	82,478	193,247	266,764	54,804	1,710,752	100-02	1,453,415	1,453,415	2,290,838	2,290,838	
Materials and Services	72,312	82,478	4,450	150,086	50,201	200,746	560,273	19,813	100-03	193,247	193,247	401,090	401,090	
Cost of Transportation	500	18,413	-	900	-	-	19,813	-	-	-	-	-	13,737	
Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	-	DK+8rd	
Total Direct Exp	566,128	795,226	13,737	344,233	315,965	295,550	2,290,838	2,290,838	-	-	-	-	54,804	
5% indirect costs	-	-	-	-	-	-	114,542	114,542	-	-	-	-	-	IT sal
less capital outlay	-	-	-	-	-	-	2,405,380	2,405,380	-	-	-	-	-	indirect in
Formulas	-	-	-	-	-	-	144,323	144,323	-	-	-	-	-	missing xi

Personal Services	Materials and Services	Cost of Transportation	Capital Outlay	Total Direct Exp	Valuation	INPUT HERE	ASSESSORS	INPUT	Admin	Valuation	Cartography	difference	rec
Personal Services	493,316	694,335	72,312	82,478	193,247	266,764	54,804	1,710,752	100-02	1,453,415	1,453,415	2,290,838	2,290,838
Materials and Services	17,526	54,786	500	72,812	97,196	115,425	131,539	2,413	-	-	-	-	-
Rent (utilities & maint)	500	120,619	60,863	1,331	1,331	493,316	14,000	14,000	-	-	-	-	-
Cost of Trans(mileage)	-	-	-	-	-	-	2,475	2,475	-	-	-	-	-
Capital Outlay	-	-	-	-	-	-	6,520	6,520	-	-	-	-	-
Total Direct Exp	566,128	795,226	13,737	344,233	315,965	295,550	2,290,838	2,290,838	-	-	-	-	-

Personal Services	Materials and Services	Cost of Transportation	Capital Outlay	Total Direct Exp	Valuation	INPUT HERE	ASSESSORS	INPUT	Admin	Valuation	Cartography	difference	rec
Personal Services	493,316	694,335	72,312	82,478	193,247	266,764	54,804	1,710,752	100-02	1,453,415	1,453,415	2,290,838	2,290,838
Materials and Services	13,275	69,203	18,413	100,891	117,046	137,993	13,000	13,000	-	-	-	-	-
Rent (utilities & maint)	69,203	18,413	500	97,196	97,196	115,425	131,539	2,413	-	-	-	-	-
Cost of Transportation	-	-	-	-	-	-	14,000	14,000	-	-	-	-	-
Capital Outlay	-	-	-	-	-	-	2,475	2,475	-	-	-	-	-
Total Direct Exp	795,226	795,226	13,737	344,233	315,965	295,550	2,290,838	2,290,838	-	-	-	-	-

Personal Services	Materials and Services	Cost of Transportation	Capital Outlay	Total Direct Exp	Valuation	INPUT HERE	ASSESSORS	INPUT	Admin	Valuation	Cartography	difference	rec
Personal Services	493,316	694,335	72,312	82,478	193,247	266,764	54,804	1,710,752	100-02	1,453,415	1,453,415	2,290,838	2,290,838
Materials and Services	9,287	4,450	13,737	13,737	13,737	13,737	13,737	13,737	-	-	-	-	-
Cost of Transportation	-	-	-	-	-	-	-	-	-	-	-	-	-
Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Direct Exp	9,287	4,450	13,737	13,737	13,737	13,737	13,737	13,737	-	-	-	-	-

Personal Services	Materials and Services	Cost of Transportation	Capital Outlay	Total Direct Exp	Valuation	INPUT HERE	ASSESSORS	INPUT	Admin	Valuation	Cartography	difference	rec
Personal Services	493,316	694,335	72,312	82,478	193,247	266,764	54,804	1,710,752	100-02	1,453,415	1,453,415	2,290,838	2,290,838
Materials and Services	193,247	107,673	42,413	900	117,046	137,993	13,000	13,000	-	-	-	-	-
Rent (utilities & maint)	107,673	42,413	900	1,200	1,200	1,200	1,200	1,200	-	-	-	-	-
Cost of Transportation	-	-	-	-	-	-	1,500	1,500	-	-	-	-	-
Capital Outlay	-	-	-	-	-	-	5,501	5,501	-	-	-	-	-
Total Direct Exp	344,233	344,233	13,737	1,331	1,331	1,331	1,331	1,331	-	-	-	-	-

Personal Services	Materials and Services	Cost of Transportation	Capital Outlay	Total Direct Exp	Valuation	INPUT HERE	ASSESSORS	INPUT	Admin	Valuation	Cartography	difference	rec
Personal Services	493,316	694,335	72,312	82,478	193,247	266,764	54,804	1,710,752	100-02	1,453,415	1,453,415	2,290,838	2,290,838
Materials and Services	265,764	24,250	25,951	50,201	137,993	137,993	13,000	13,000	-	-	-	-	-
Rent (utilities & maint)	24,250	25,951	50,201	100,404	100,404	100,404	100,404	100,404	-	-	-	-	-
GIS Mapping Serv	-	-	-	-	-	-	-	-	-	-	-	-	-
Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Direct Exp	315,965	315,965	13,737	1,331	1,331	1,331	1,331	1,331	-	-	-	-	-

Personal Services	Materials and Services	Cost of Transportation	Capital Outlay	Total Direct Exp	Valuation	INPUT HERE	ASSESSORS	INPUT	Admin	Valuation	Cartography	difference	rec
Personal Services	493,316	694,335	72,312	82,478	193,247	266,764	54,804	1,710,752	100-02	1,453,415	1,453,415	2,290,838	2,290,838
Materials and Services	54,804	200,746	169,185	136,987	113,773	128,092	82,000	70,719	45,027	3,000	3,000	82,000	82,000
Cost of Transportation	200,746	169,185	136,987	113,773	128,092	82,000	70,719	45,027	3,000	3,000	3,000	82,000	82,000
Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Direct Exp	255,550	255,550	15,24	15,24	15,24	15,24	15,24	15,24	-	-	-	-	-

clarifications

Supplies are charged thru 100-45-02 in admin alloc, not the 100-03

Car insurance, ads, postage are in 100-60 or 100-45

377,012 (24,078) 401,090

337,012 (24,078) 401,090

IT 70,719 45,027 115,746

Phones 132,571 48,883 179,454

Main&Util 35,962 8,909 44,871

HR 2,323 2,783 5,106

County Cost 76,210 8,465 84,675

Finance 13,808 2,921 16,729

Commiss 14,569 5,530 20,099

NonDepart 7,037 947 7,984

Total 343,052 111,518 454,570

291,295 93,273 384,568

**100-03 reconciliation**

	344,233
budget	401,090
diff	56,857
tech admin alloc	(45,027)
inelligb adm alloc	(11,830)
	-

**100-02 sal budget**

	1,453,415
	493,316
	694,395
	265,764
	1,453,415

**100-02 reconciliation**

	1,677,319	
budget	1,948,400	
diff	271,081	
tech admin alloc	(70,719)	
inelligb adm alloc	(52,083)	(hr, cc, boe)
boptra	(3,000)	
cmprts	(82,000)	
orcasts	-	
postage	-	incl in Fin
ads	-	incl in Fin
gen ins & audit & office supplie	7,031	incl in Fin
Finance	(70,310)	
diff	-	

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

In the Matter of Conveying Certain Real Property    )  
in Vernonia, Oregon, to Arturo Loret de Mola        )  
and Consuelo Concha Imana;                                )        ORDER NO. 10-2019  
Tax Map ID Nos. 4N4W05-DA-04701, and                )  
4N4W05-DA-04400, and                                        )  
Tax Account Nos. 23425 and 23421                     )

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

WHEREAS, on October 12, 2016, pursuant to that General Judgment, Seller acquired certain foreclosed real property, including certain parcels of land situated in Vernonia, Oregon; and

WHEREAS, said foreclosed properties are currently assigned Tax Map ID Nos. 4N4W05-DA-04701, and 4N4W05-DA-04400, and Tax Account Nos. 23425 and 23421, respectively (collectively, the “Property”); and

WHEREAS, the Property is generally depicted on Exhibit A hereto, and specifically described in the Purchase and Sale Agreement (the “PSA”); and

WHEREAS, the County offered the Property for sale at auction on August 16, 2017, with a minimum bid of \$82,722.00, and no offers were received; and

WHEREAS, pursuant to ORS 275.200(2), the County may sell and convey the Property without further public notice for not less than 15% of the minimum bid at auction; and

WHEREAS, the Buyer offered to purchase the Property for \$19,341.00, exceeding 15% of the minimum bid at auction; and

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

WHEREAS, Seller intends to sell the Property to Buyer on the terms and conditions set forth in the Purchase and Sale Agreement.

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 Arturo Loret de Mola and Consuelo Concha Imana for \$19,341.00, plus an administrative fee in the amount of \$145.00.



2. The Board of County Commissioners will convey the Property by Quitclaim Deed in a form substantially the same as Exhibit B.

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

DATED this \_\_\_\_ day of \_\_\_\_\_, 2019.

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

Approved as to form:

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

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

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

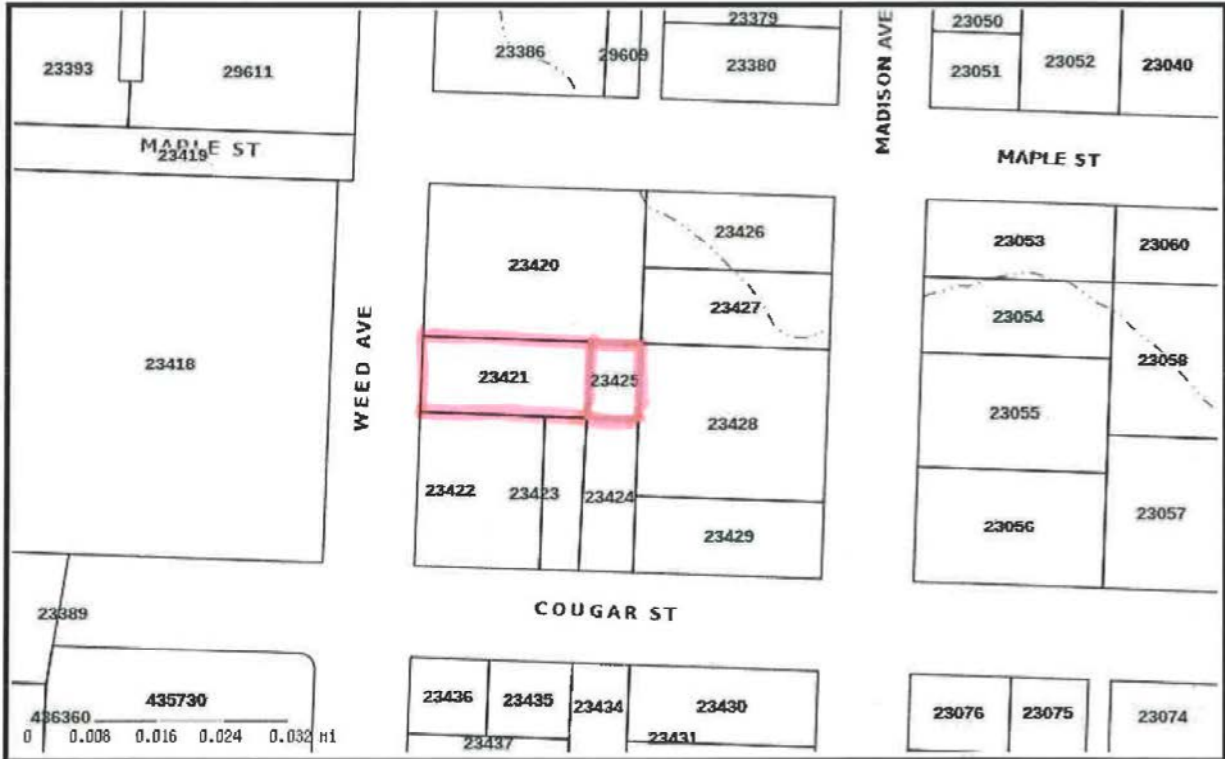
By: \_\_\_\_\_  
Alex Tardif, Commissioner

# EXHIBIT A

## Tax Account Nos. 23425 and 23421

### Map

### Map



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.

GeoFigure

Printed 02/04/2019

**EXHIBIT B**

**AFTER RECORDING, RETURN TO GRANTEE:**

Arturo Loret de Mola and Consuelo Concha Imana  
490 A. Street  
Vernonia, OR 97064

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 Arturo Loret de Mola and Consuelo Concha Imana, hereinafter called Grantee, all right, title and interest in and to that certain parcel of real property identified in Columbia County records as Map ID Nos. 4N4W05-DA-04701 and 4N4W05-DA-04400 and Tax Account Nos. 23425 and 23421, and more particularly described on Exhibit A hereto.

The true and actual consideration for this conveyance is \$19,486.00.

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. 10-2019 adopted on the \_\_\_\_ day of \_\_\_\_\_, 2019, 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 \_\_\_\_\_, 2019.

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

Approved as to form

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

Henry Heimuller, Chair

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

STATE OF OREGON        )  
                                  )    ss.  
County of Columbia )

ACKNOWLEDGMENT

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by Henry Heimuller, Chair, Board of County Commissioners of Columbia County, Oregon, on behalf of which the instrument was executed.

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

**EXHIBIT A**

**Legal Description for Map ID Nos 4N4W05-DA-04701 and 4N4W05-DA-04400  
and Tax Account Nos. 23425 and 23421**

23425

A tract of land in the Southeast quarter of Section 5 Township 4 North, Range 4 West, Willamette Meridian, Columbia County, Oregon, being more particularly described as follows:

Lot 8, Block 13, TOWN OF VERNONIA, Deed Volume J, Pages 114-117, Columbia County, and State of Oregon, together with that portion of vacated alley that inures thereto by reason of vacation thereof.

23421

A tract of land in the Southeast quarter of Section 5 Township 4 North, Range 4 West, Willamette Meridian, Columbia County, Oregon, being more particularly described as follows:

Lot 3, Block 6, ROSE ADDITION TO VERNONIA, Deed Volume K, Page 390, County of Columbia, State of Oregon.

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

In the Matter of Conveying Certain Real Property    )  
In St. Helens, Oregon, to Eric Olson                    )  
Tax Map ID No. 4N2W02-00-03900 and                    )  
Tax Account No. 29191                                        )

**ORDER NO. 12-2019**

WHEREAS, on November 1, 2016 *nunc pro tunc* October 10, 2016, the Circuit Court of the State of Oregon for the County of Columbia entered of record the General Judgment in *Columbia County v. Ross L. Bankston, Sr., et al.*, Case No. 16-CV29373; and

WHEREAS, on October 24, 2018, pursuant to that General Judgment, Seller acquired foreclosed real property, including that certain parcel of land situated in St. Helens, Oregon, having Tax Map ID No. 4N2W02-00-03900 and Tax Account No. 29191 (the “Property”), by deed recorded as document number 2018-009054 in the Columbia County deed records; and

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

WHEREAS, the County offered the Property to their respective adjacent property owners; 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, Buyer has offered \$500.00 to purchase the Property; 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 February 14, 2019, in the Chronicle, a newspaper of general circulation in the County; and

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

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

in the Purchase and Sale Agreement.

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 Eric Olson for \$500.00, plus and administrative fee in the amount of \$145.00; and
2. The Board of County Commissioners have entered into a Purchase and Sale Agreement; and
3. The Board of County Commissioners will convey the Property by Quitclaim Deed in a form substantially the same as Exhibit B; and
4. The fully executed Quitclaim Deed shall be recorded in the County Clerk deed records by Columbia County.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2019.

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

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

Approved as to form:

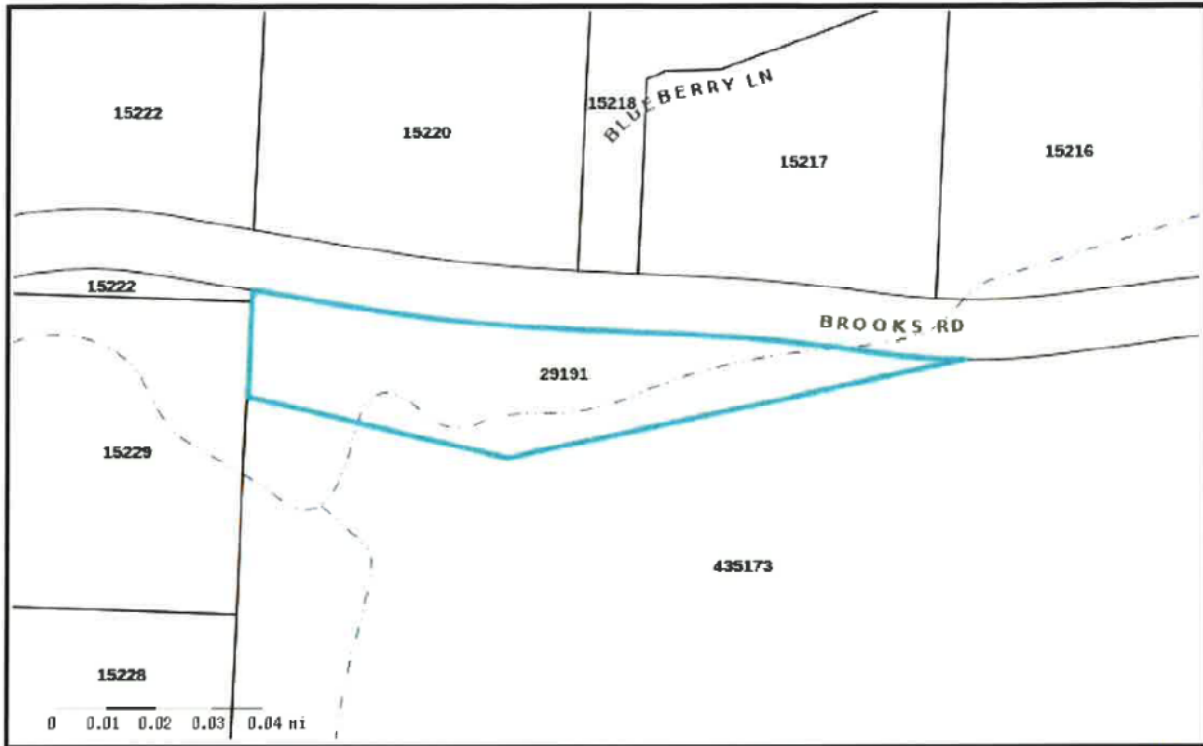
By: \_\_\_\_\_  
Margaret Magruder, Commissioner

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

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

# EXHIBIT A

## Map



Columbia County



### Columbia County Web Maps

GeoInfo

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.



**EXHIBIT B**

**AFTER RECORDING, RETURN TO GRANTEE:**

Eric Olson  
31187 Dowd Road  
St. Helens, OR 97051

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 Eric Olson, 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. 4N2W02-00-03900 and Tax Account No. 29191, and more particularly described on Exhibit A hereto.

The true and actual consideration for this conveyance is \$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. 12-2019 adopted on the \_\_\_\_ day of \_\_\_\_\_, 2019, 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 \_\_\_\_\_, 2019.

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

Approved as to form

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

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

STATE OF OREGON        )  
                                  )     ss.  
County of Columbia )

ACKNOWLEDGMENT

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by Henry Heimuller, Chair, Board of County Commissioners of Columbia County, Oregon, on behalf of which the instrument was executed.

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

**EXHIBIT A**  
**Legal Description for Map ID No 4N2W02-00-03900 and**  
**Tax Account No. 29191**

A tract of land situated in the Southwest quarter of Section 2, Township 4 North, Range 2 West of the Willamette Meridian, Columbia County, Oregon, being more particularly described as follows:

**BEGINNING** at a point that is West a distance of 491.45 feet from the Southeast corner of the Northeast quarter of the Southwest quarter of said Section 2;  
Thence South 74°30' West a distance of 529.0 feet; thence North 79°48' West a distance of 285.0 feet to the West line of the Southeast quarter of the Southwest quarter of said Section 2;  
Thence North to the Northwest corner of Southeast quarter of Southwest quarter of said Section 2;  
Thence East along the South line of Northeast quarter of the Southwest quarter of said Section 2, to the point of beginning.

**EXCEPT** all roads.

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

In the Matter of Directing the	)	
Sale of Real Property Acquired	)	ORDER NO. 24-2019
By Columbia County	)	(To Hold Sheriff's Sale)

WHEREAS, ORS 275.110 provides that whenever the Board of County Commissioners considers it to be in the best interest of the County to sell any real property acquired in any manner by the County, it shall enter an order on its records directing the Sheriff to sell the property, fixing the minimum price for the property and setting the conditions and terms of sale; and

WHEREAS, the Board considers it to be in the best interest off the County to sell the real property listed in Exhibit "A" which is attached hereto and incorporated herein by this reference.

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

1. The Sheriff of Columbia County is directed to sell the real property listed on Exhibit "A" on the 22<sup>nd</sup> day of May, 2019, in the lobby of the Columbia County Justice Facility located at 901 Port Avenue, St. Helens, Oregon.
2. In accordance with ORS 275.110, Exhibits "A" and "B" to this Order identify the specific properties to be sold at the Sheriff's Sale, fix the minimum sale prices for the properties being sold and, along with specific conditions provided for in this Order, define the terms and conditions of the sale. Exhibits "A" and "B" are attached hereto and are incorporated herein by this reference.
3. Upon the receipt of a certified copy of this order, the Sheriff shall publish a notice of the sale of such real property in the St. Helens Chronicle, a newspaper of general circulation in Columbia County, once each week for four consecutive weeks prior to such sale in the manner provided by ORS 275.120. The Sheriff shall also publish a notice of sale in Vernonia's Voice, South County Spotlight, Clatskanie Chief and Longview Daily newspapers one time prior to the sale.
4. Proof of publication of such notice shall be made in the same manner as proof of publication of summons is made, and shall be filed by the Sheriff with the Columbia County Clerk, and then recorded in the Columbia County Deed Records.
5. The sale will be marketed in other ways deemed reasonable by the County.
6. No elected or appointed County officer or employee, their family members, or intermediaries may purchase property at the sale, directly or indirectly.

7. Columbia County reserves the right to remove any property from the sale at any time before the sale for any reason.

Dated this \_\_\_\_\_ day of April, 2019.

BOARD OF COUNTY COMMISSIONERS  
FOR  
COLUMBIA COUNTY, OREGON

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

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

Approved as to form:

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

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

Columbia County  
Property Bid List  
May 22, 2019

Exhibit "A"

Sheriff Sale Auction

Bid Item	Tax Account No.	Map ID No.	Address or General Vicinity	City	Special Notes	RMV	Min. Bid	Approximate Size	Zoning	High Bid	Apparent High Bidder
1	28267	8N4W27-DC-00800	NEXT TO 19741 Hermo Rd.	CLATSKANIE		\$25,730.00	\$25,730.00	.63Ac	CO-RC		
2	25749	7N4W08-BD-01601	*742 HWY 47	CLATSKANIE		\$59,130.00	\$59,130.00	.45AC	R-7		
3	14499	5N1W28-BA-01500	*2405 5TH ST	COLUMBIA CITY		\$172,360.00	\$172,360.00	.30AC	R-2		
4	21275	6N2W16-AO-0082	NEXT TO 30829 BEAVER HOMES RD	GOBLE/RAINER		\$28,290.00	\$22,632.00	5.39AC	FA-80		
5	19308	6N2W11-00-01501	NICOLIA RD/BISHOP RD	GOBLE/RAINER		\$87,850.00	\$87,850.00	12.48AC	FA-80		
6	7650	4N2W16-CC-02601	*30083 SCAPPOOSE VERNONIA HWY	SCAPPOOSE		\$298,990.00	\$298,990.00	1.94AC	RR-5		
7	8569	4N2W20-00-00800	29266 HALE RD	SCAPPOOSE		\$124,790.00	\$124,790.00	10.35ac	RR-5		
8	8381	4N2W35-BC-0100	ADJACENT TO 32074 SCAPPOOSE VERNONIA HWY	SCAPPOOSE		\$25,340.00	\$20,272.00	.57AC	RR-5		
9	8207	4N2W22-BD-06600	31588 DEANNE DR	SCAPPOOSE		\$25,340.00	\$25,340.00	.39AC	RR-5		
10	6497	3N2W22-BD-00600	Hillcrest Part 3	SCAPPOOSE		\$500.00	\$500.00	.18AC	RR-5		
10	6498	3N2W22-BD-06700	Hillcrest Part 3	SCAPPOOSE		\$500.00	\$500.00	.18AC	RR-5		
11	439665	4N4W03-BB-06900	*1201 HEATHER LANE	VERNONIA	City of Vernonia holds restrictions	\$55,470.00	\$55,470.00	.62AC	VR-R		
12	23353	4N4W05-AD-12900	NEXT TO 842 ROSE AVE	VERNONIA		\$32,130.00	\$32,130.00	.15AC	VR:GR		
13	25050	6N4W30-AO-0100	67886 Nehalem Hwy North	VERNONIA		83,970	83,970	4.59AC	RR-5		

\* Property has an improvement. Refer to the Real Property Assessment Report for Details

**EXHIBIT "B"**

**Columbia County May 22, 2019 Sheriff's Sale**

**Order No. 24-2019**

**Terms and Conditions**

**Day of Sale**

1. The sale will be located in the lobby of the Columbia County Justice Facility located at 901 Port Avenue, St. Helens, Oregon.
2. Bidders, must: (i) accept the terms and conditions of the sale in writing before 9:45 a.m. on the day of the sale; and (ii) be physically present to bid. Bidder agents must submit the terms and conditions acceptance, signed by the bidder, along with written evidence of the agent's authority to act on behalf of the bidder (e.g. a copy of a sufficient power of attorney).
3. The sale will start at 10 a.m. and will conclude when bidding is completed, or at 4 p.m., whichever is earlier. The sale can be adjourned from day to day for not to exceed 30 days.
4. The properties, or groups of properties, being sold are collectively referred to as the "Property or Properties," herein.
5. The Properties will be sold in the order listed on the final property list (the "Property List"), with no certainty as to the timing a property-specific sale.
6. Minimum bids and special sale conditions, if any, are as shown on the Property List.
7. The Properties will be sold to the highest bidder by oral auction.
8. THE COUNTY MAKES NO WARRANTY OF ANY KIND AS TO THE PROPERTIES, INCLUDING, BUT NOT LIMITED TO, SIZE, CONDITION, ZONING OR SUITABILITY OF THE PROPERTIES FOR USES INTENDED BY PROSPECTIVE PURCHASERS.
9. Prospective purchasers are encouraged to perform their own due diligence review of the title and physical circumstances of a Property, subject to the understanding that: (i) the County will not be responsible for injuries resulting from Property inspections; and (ii) prospective purchasers are not authorized to enter structures on the Properties without the written permission of the County.
10. Bidders may not: (i) attempt to influence the bidding of others; (ii) conspire with other bidders to reduce the price of a Property; or (iii) otherwise act to defeat an open, fair-market bidding process.
11. Bidding for Properties will be completed when an apparent high bidder has been named, or when a determination is made that no bids will be forthcoming for a Property.

12. To be declared an "apparent high bidder," a bidder must: (i) be 18 years old or older; (ii) have accepted the sale terms and conditions in writing; and (iii) deposit at least 10% of the minimum bid (the "Deposit") for the Property, or group of properties, with the Deposit to be in the form of cash, money order or cashier's check made out to the Columbia County Sheriff's Office.
13. Apparent high bidders will receive a certificate of sale ("Certificate of Sale") on the day of the sale. The Certificate of Sale will provide: (i) a particular description of the Property; (ii) the whole purchase price amount; (iii) a receipt for the Deposit; and the date that the remaining amount due on the Property must be paid. The name and relationship (e.g., "tenants by the entirety") of the purchaser(s) shown on the Certificate of Sale will carry forward to the County quitclaim deed.

### **Post-Sale Actions**

1. Apparent high bidders will receive a non-negotiable Columbia County earnest money agreement (the "Agreement") by June 7, 2019. The Agreement must be signed and returned to the County by June 21, 2019, along with a money order or cashier's check for the remaining amount due under the Agreement. If the apparent high bidder's Deposit check does not clear the bank it was drawn on by May 31, 2019, or, if the signed Agreement is not returned to the County by June 21, 2019, with the remaining amount due under the Agreement, the Deposit will be forfeited to the County.
2. All Properties will be conveyed by quitclaim deed (the "Quitclaim Deed"), AS-IS, without covenants or warranties and subject to any municipal liens, easements and encumbrances of record.
3. Except when additional time is reasonably necessary, the County will record Quitclaim Deeds within forty-five (45) days of a signed Agreement being returned to the County along with remaining amounts due under the Agreement, including a \$145.00 administrative fee.
4. The Quitclaim Deeds will reserve to the County:
  - a. 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; and, as applicable,
  - b. All rights to any County, public, forest or Civilian Conservation Corps roads are hereby reserved for the benefit of Columbia County, Oregon.



### **General Conditions**

1. The County will not process Deposit checks for unsuccessful bidders. Unsuccessful bidders will be fully responsible for working with their respective banks to convert the Deposit checks back to cash.
2. Successful bids are not assignable or transferrable to another party, except in accordance with the Earnest Money Agreement signed by the apparent high bidder.
3. Columbia County reserves the right, for any reason, to remove a Property, from the Sheriff's Sale prior to the commencement of bidding on the Property.
4. Properties not sold at the Sheriff's Sale will be qualified for private sale by the County in accordance with ORS 275.200(2) (Sale of Land Not Sold by Sheriff).

### **Sale Information**

The May 22, 2019, Sheriff's Sale binder can be viewed at the Columbia County Offices, or online at [www.co.columbia.or.us](http://www.co.columbia.or.us). Binder contents include: the Property List and maps; the Quitclaim Deed form; the Certificate of Sale Form; and Earnest Money Agreement form. Pre-sale questions should be directed to the Board Office Specialist, Jacyn Normine at [jacyn.normine@co.columbia.or.us](mailto:jacyn.normine@co.columbia.or.us)

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

In the Matter of Accepting the Dedication of Portions of Gable Road in St. Helens, Oregon, from Douglas Brown, Nicholas and Heidi Durant, Michael and Nicole Feakin, First Missionary Baptist Church, Sergio and Patricia Gutierrez, Lucas Haskell, Faith Holifield, The William E. “Stub” and Gerildyn N. Johnson Revocable Living Trust, Joryco Oregon LLC, LB Land Inc., Bonnylee and Gilbert MacKenzie, Northwest Oregon Housing Authority, Anthony and Samantha Stansbury

ORDER NO. 26-2019

WHEREAS, Columbia County has undertaken a public improvement project to construct sidewalks and bike lanes on Gable Road, between US Highway 30 and Columbia Boulevard in St. Helens, Oregon, which requires expansion of the Gable Road right-of-way; and

WHEREAS, Gable Road is a County road that serves as an arterial connecting urban density housing with shopping, schools and health services; and

WHEREAS, sidewalks and bike lanes along Gable Road are essential for encouraging alternative modes of transportation other than the automobiles by providing safe connections to homes and services for pedestrians, cyclists and transit users; and

WHEREAS, the County must acquire additional right-of-way along Gable Road from multiple property owners under the authority of ORS 35.605 to provide the needed width for the sidewalks and bike lanes; and

WHEREAS, pursuant to ORS 35.610, before the right to acquire property under ORS 35.605 is exercised, the Board of County Commissioners shall describe the land to be purchased, acquired, entered upon or appropriated, and shall determine that the appropriation of such land is reasonably necessary to protect the full use and enjoyment by the public of the road, street or highway; and

WHEREAS, on March 1, 2019, Douglas Brown, owner of property along Gable Road, known as Tax Map ID 4N1W-08BA-500, executed and delivered to the County for acceptance a Dedication Deed for right-of-way for public road and utility purposes, attached hereto and incorporated herein as Exhibit 1, in consideration for the payment of thirteen thousand, four hundred dollars (\$13,400); and

WHEREAS, on January 2, 2019, Nicholas and Heidi Durant, owners of property along Gable Road, known as Tax Map ID 4N1W-05CD-1500, executed and delivered to the County for acceptance a Dedication Deed for right-of-way for public road and utility purposes, attached hereto and incorporated herein as Exhibit 2, in consideration for the payment of five thousand, six

hundred dollars (\$5,600); and

WHEREAS, on March 14, 2019, Michael and Nicole Feakin, owners of property along Gable Road, known as Tax Map ID 4N1W-08BB-800, executed and delivered to the County for acceptance a Dedication Deed for right-of-way for public road and utility purposes, attached hereto and incorporated herein as Exhibit 3, in consideration for the payment of fifteen thousand, eight hundred dollars (\$15,800); and

WHEREAS, on March 1, 2019, First Missionary Baptist Church of St. Helens, owner of property along Gable Road, known as Tax Map ID 4N1W-08BA-1700, executed and delivered to the County for acceptance a Dedication Deed for right-of-way for public road and utility purposes, attached hereto and incorporated herein as Exhibit 4, in consideration for the payment of nineteen thousand, three hundred dollars (\$19,300); and

WHEREAS, on January 21, 2019, Sergio and Patricia Gutierrez, owners of property along Gable Road, known as Tax Map ID 4N1W-08BA-4200, executed and delivered to the County for acceptance a Dedication Deed for right-of-way for public road and utility purposes, attached hereto and incorporated herein as Exhibit 5, in consideration for the payment of six thousand, seven hundred dollars (\$6,700); and

WHEREAS, on February 26, 2019, Lucas Haskell, owner of property along Gable Road, known as Tax Map ID 4N1W-08BA-800, executed and delivered to the County for acceptance a Dedication Deed for right-of-way for public road and utility purposes, attached hereto and incorporated herein as Exhibit 6, in consideration for the payment of nine thousand, three hundred dollars (\$9,300); and

WHEREAS, on March 1, 2019, Faith Holifield, owner of property along Gable Road, known as Tax Map ID 4N1W-08BB-4500, executed and delivered to the County for acceptance a Dedication Deed for right-of-way for public road and utility purposes, attached hereto and incorporated herein as Exhibit 7, in consideration for the payment of seven thousand, three hundred dollars (\$7,300); and

WHEREAS, on March 1, 2019, Gerildyn Johnson, trustee of The William E. “Stub” and Gerildyn N. Johnson Revocable Living Trust, and the Disclaimer Trust under The William E. “Stub” and Gerildyn N. Johnson Revocable Living Trust, owner of property along Gable Road, known as Tax Map ID 4N1W-08BA-3800 and 4N1W-08BA-3900, executed and delivered to the County for acceptance a Dedication Deed for right-of-way for public road and utility purposes, attached hereto and incorporated herein as Exhibit 8, in consideration for the payment of twenty-six thousand, nine hundred dollars (\$26,900); and

WHEREAS, on January 29, 2019, Joel McCloud, representative of Joyco Oregon LLC, owner of property along Gable Road, known as Tax Map ID 4N1W-05CD-1400, executed and delivered to the County for acceptance a Dedication Deed for right-of-way for public road and utility purposes, attached hereto and incorporated herein as Exhibit 9, in consideration for the payment of sixteen thousand dollars (\$16,000); and

WHEREAS, on February 7, 2019, Robert Jackson, president of LB Land, Inc., owner of property along Gable Road, known as Tax Map ID 4N1W-08BB-600, executed and delivered to

the County for acceptance a Dedication Deed for right-of-way for public road and utility purposes, attached hereto and incorporated herein as Exhibit 10, in consideration for the payment of nineteen thousand, two hundred dollars (\$19,200); and

WHEREAS, on March 1, 2019, Bonnylee MacKenzie and Gilbert Lawson MacKenzie, owners of property along Gable Road, known as Tax Map ID 4N1W-05CC-2800, executed and delivered to the County for acceptance a Dedication Deed for right-of-way for public road and utility purposes, attached hereto and incorporated herein as Exhibit 11, in consideration for the payment of ten thousand, two hundred dollars (\$10,200); and

WHEREAS, on January 29, 2019, Northwest Oregon Housing Authority and Northwest Housing Authority, owners of property along Gable Road, known as Tax Map ID 4N1W-05CD-1600, executed and delivered to the County for acceptance a Dedication Deed for right-of-way for public road and utility purposes, attached hereto and incorporated herein as Exhibit 12, in consideration for the payment of fifteen thousand, eight hundred dollars (\$15,800); and

WHEREAS, on March 1, 2019, Anthony and Samantha Stansbury, owners of property along Gable Road, known as Tax Map ID 4N1W-05CC-3000 and 4N1W-05CD-2600, executed and delivered to the County for acceptance a Dedication Deed for right-of-way for public road and utility purposes, attached hereto and incorporated herein as Exhibit 13, in consideration for the payment of thirteen thousand, five hundred dollars (\$13,500); and

WHEREAS, the right-of-way being dedicated is described in the Dedication Deeds, attached as Exhibits 1 through 13; and

WHEREAS, the Board finds that the acquisition of the additional rights-of-way described in the attached Dedication Deeds is necessary to protect the public's full use and enjoyment of Gable Road road and will increase the public's safety when using the road;

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

1. The Dedication Deed from Douglas Brown, a copy of which is attached hereto as Exhibit 1, is hereby accepted by the County, and the Finance Department is authorized to issue a check to Douglas Brown in the amount of thirteen thousand, four hundred dollars (\$13,400) upon the request of the Public Works Director.
2. The Dedication Deed from Nicholas and Heidi Durant, a copy of which is attached hereto as Exhibit 2, is hereby accepted by the County, and the Finance Department is authorized to issue a check to Nicholas and Heidi Durant in the amount of thirteen thousand, four hundred dollars (\$5,600) upon the request of the Public Works Director.
3. The Dedication Deed from Michael and Nicole Feakin, a copy of which is attached hereto as Exhibit 3, is hereby accepted by the County, and the Finance Department is authorized to issue a check to Michael and Nicole Feakin in the amount of fifteen thousand, eight hundred dollars (\$15,800) upon the request of the Public Works Director.
4. The Dedication Deed from the First Missionary Baptist Church of St. Helens, a copy of

which is attached hereto as Exhibit 4, is hereby accepted by the County, and the Finance Department is authorized to issue a check to the First Missionary Baptist Church of St. Helens in the amount of nineteen thousand, three hundred dollars (\$19,300) upon the request of the Public Works Director.

5. The Dedication Deed from Sergio and Patricia Gutierrez, a copy of which is attached hereto as Exhibit 5, is hereby accepted by the County, and the Finance Department is authorized to issue a check to Sergio and Patricia Gutierrez in the amount of six thousand, seven hundred dollars (\$6,700) upon the request of the Public Works Director.
6. The Dedication Deed from Lucas C. Haskell, a copy of which is attached hereto as Exhibit 6, is hereby accepted by the County, and the Finance Department is authorized to issue a check to Lucas C. Haskell in the amount of nine thousand, three hundred dollars (\$9,300) upon the request of the Public Works Director.
7. The Dedication Deed from Faith A. Holifield, a copy of which is attached hereto as Exhibit 7, is hereby accepted by the County, and the Finance Department is authorized to issue a check to Faith A. Holifield in the amount of seven thousand, three hundred dollars (\$7,300) upon the request of the Public Works Director.
8. The Dedication Deed from The William E. "Stub" and Gerildyn N. Johnson Revocable Living Trust, and the Disclaimer Trust under The William E. "Stub" and Gerildyn N. Johnson Revocable Living Trust, a copy of which is attached hereto as Exhibit 8, is hereby accepted by the County, and the Finance Department is authorized to issue a check to The William E. "Stub" and Gerildyn N. Johnson Revocable Living Trust in the amount of twenty-six thousand, nine hundred dollars (\$26,900) upon the request of the Public Works Director.
9. The Dedication Deed from Joryco Oregon, LLC, a copy of which is attached hereto as Exhibit 9, is hereby accepted by the County, and the Finance Department is authorized to issue a check to Joryco Oregon, LLC, in the amount of sixteen thousand dollars (\$16,000) upon the request of the Public Works Director.
10. The Dedication Deed from LB Land, Inc., a copy of which is attached hereto as Exhibit 10, is hereby accepted by the County, and the Finance Department is authorized to issue a check to LB Land, Inc., in the amount of nineteen thousand, two hundred dollars (\$19,200) upon the request of the Public Works Director.
11. The Dedication Deed from Bonnylee Mackenzie and Gilbert Lawson MacKenzie, a copy of which is attached hereto as Exhibit 11, is hereby accepted by the County, and the Finance Department is authorized to issue a check to Bonnylee and Gilbert Lawson MacKenzie in the amount of ten thousand, two hundred dollars (\$10,200) upon the request of the Public Works Director.
12. The Dedication Deed from the Northwest Oregon Housing Authority and the Northwest Housing Authority, a copy of which is attached hereto as Exhibit 12, is hereby accepted by the County, and the Finance Department is authorized to issue a check to the

Northwest Oregon Housing Authority in the amount of fifteen thousand, eight hundred dollars (\$15,800) upon the request of the Public Works Director.

13. The Dedication Deed from Anthony and Samantha Stanbury, a copy of which is attached hereto as Exhibit 13, is hereby accepted by the County, and the Finance Department is authorized to issue a check to Anthony and Samantha Stanbury in the amount of thirteen thousand, five hundred dollars (\$13,500) upon the request of the Public Works Director.
14. The payments shall be made in accordance with all reporting requirements, rules, and regulations of the Internal Revenue Service.
15. The additional right-of-way to Gable Road as described in the Dedication Deeds attached as Exhibits 1 through 12 are accepted for public road and utility purposes as a County Road.
16. The above recitals are adopted as findings in support of the Board's decision.
17. The Dedication Deeds and this Order shall be filed with and recorded by the County Clerk without costs.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2019.

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

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

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

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

Approved as to form

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

GRANTOR'S NAME AND ADDRESS:  
 Douglas Brown  
 2485 Gable Road  
 Saint Helens, OR 97051

EXHIBIT 1

AFTER RECORDING, RETURN TO GRANTEE:  
 Columbia County, Oregon  
 c/o Office of County Counsel  
 Columbia County Courthouse  
 230 Strand, Room 318  
 St. Helens, OR 97051

**DEDICATION DEED**

Douglas Brown, the undersigned Grantors, Owners of certain real property situated in Columbia County, Oregon, do hereby forever dedicate to the public for public road and utility purposes, the land that is described in Exhibit A, attached hereto and incorporated herein by this reference, and depicted in Exhibit B, attached hereto and incorporated herein by this reference.

To have and to hold the above-described and dedicated rights unto the public forever for public road and utility purposes.

Grantors hereby covenant that they are the owners in fee simple and that they have good and legal right to grant the above-described rights.

The true and actual consideration for this conveyance is thirteen thousand four hundred dollars. (\$13,400.00).

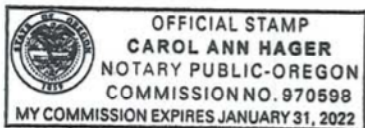
Dated this 1 day of March, 2019.

*[Signature]*  
 Douglas Brown, Grantor

STATE OF OREGON )  
 ) ss.  
 County of Columbia )

**ACKNOWLEDGMENT**

The foregoing instrument was acknowledged before me this 1 day of March, 2019 by Douglas Brown.



*[Signature]*  
 Notary Public for Oregon  
 My Commission Expires: \_\_\_\_\_

**ACCEPTANCE**

Columbia County, a political subdivision of the State of Oregon, by and through its Board of County Commissioners, hereby accepts the above dedication of land from Douglas Brown for public road and utility purposes forever on behalf of the public.

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

BOARD OF COUNTY COMMISSIONERS  
 FOR COLUMBIA COUNTY, OREGON

By: \_\_\_\_\_  
 Board of Commissioners, Chair

By: \_\_\_\_\_  
 Board of Commissioners, Member

By: \_\_\_\_\_  
 Board of Commissioners, Member



## EXHIBIT A

Gable Road Sidewalk and Bike Lane Project  
Columbia County  
September 7, 2018

File No. 20  
Tax Map 040108BA  
Tax Lot 500

### PARCEL 1 (RIGHT-OF-WAY DEDICATION)

A parcel of land situate in the northwest one-quarter of Section 8 and in the John McNulty DLC No. 50 in Township 4 North, Range 1 West of the Willamette Meridian, City of St. Helens, Columbia County, Oregon and being a portion of that property conveyed to Douglas Brown in that Bargain and Sale Deed - Statutory Form, recorded December 6, 2010 as Document Number 2010-010134, Columbia County Clerk's Office; said parcel being that portion of said property included in a strip of land 30.00 feet wide and lying on the southerly side of the construction centerline for Gable Road, which centerline is described below.

### CONSTRUCTION CENTERLINE DESCRIPTION OF A PORTION OF GABLE ROAD

A construction centerline situate in the southwest one-quarter of Section 5, the northwest and northeast one-quarters of Section 8, and in the John McNulty DLC No. 50, Township 4 North, Range 1 West of the Willamette Meridian, City of St. Helens, Columbia County, Oregon.

Beginning at a point in Gable Road (County Road No. 40), which bears South 88° 46' 31" East 11.45 feet from a found 5/8" iron rod with a yellow plastic cap in a monument box at the intersection of said Gable Road and Parkwood Drive as shown on Parkwood Crossing Phase 1, recorded November 24, 1997 in Plat Book 4, Pages 93-97 as Instrument No. 97-12782, Columbia County Plat Records, said point being Station 100+00.00 for the purpose of this description; thence North 87° 19' 55" East 216.75 feet to a point of curvature (Station 102+16.75); thence on the arc of a 23,975.35 foot radius curve to the left, through a central angle of 01° 13' 07", an arc distance of 509.93 feet (the long chord of which bears North 86° 43' 22" East 509.92 feet) to a point of tangency (Station 107+26.68); thence North 86° 06' 48" East 147.83 feet to a point of curvature (Station 108+74.51); thence on the arc of a 2,908.16 foot radius curve to the right, through a central angle of 02° 31' 11", an arc distance of 127.89 feet (the long chord of which bears North 87° 22' 24" East 127.88 feet) to a point of tangency (Station 110+02.40); thence North 88° 37' 59" East 740.31 feet to a point of curvature (Station 117+42.71); thence on the arc of a 939.99 foot radius curve to the right, through a central angle of 14° 14' 24", an arc distance of 233.62 feet (the long chord of which bears South 84° 14' 49" East 233.02 feet) to a point of tangency (Station 119+76.33); thence South 77° 07' 37" East 173.35 feet to a point of curvature (Station 121+49.68); thence on the arc of a 432.63 foot radius curve to the right, through a central angle of 24° 32' 58", an arc distance of 185.37 feet (the long chord of which bears South 64° 51' 08" East 183.95 feet) to a point of tangency (Station 123+35.05); thence South 52° 34' 39" East 1,482.02 feet to the terminus of this centerline





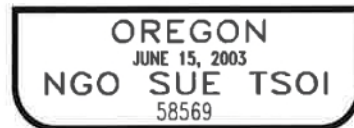
description (Station 138+17.07), which bears North 69° 43' 59" East 79.14 feet from a found 5/8" iron rod with yellow plastic cap stamped "Swenson LS 2596" at R/W 806+05.00 47.00' as shown on Survey Number 4,515, Columbia County Survey Records.

The parcel of land to which this description applies contains 950 square feet, more or less, excepting therefrom the existing right-of-way of Gable Road.

The bearings of this description are based on Oregon Coordinate Reference System, Columbia River West zone.

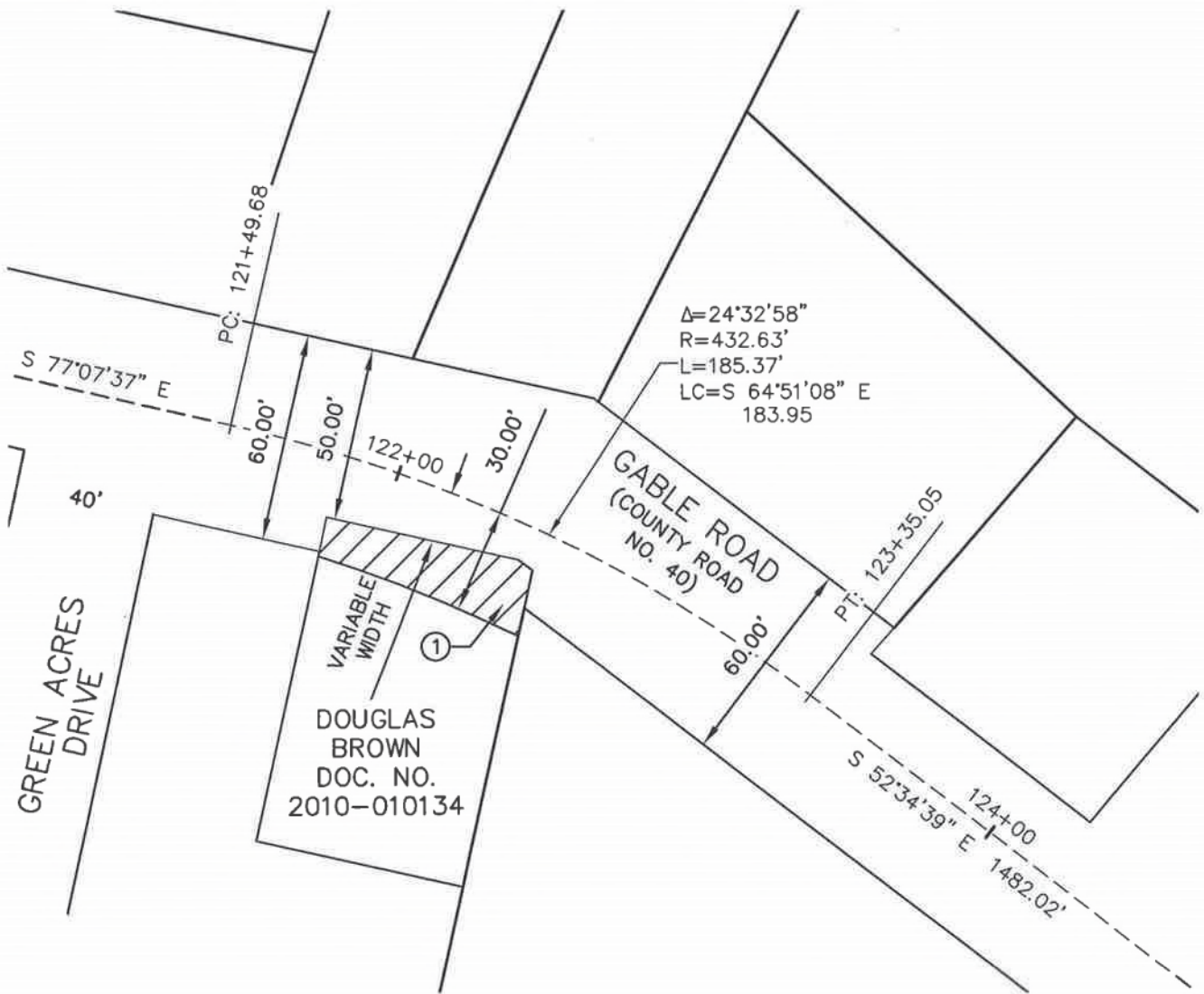


*Ng S. Tsoi*





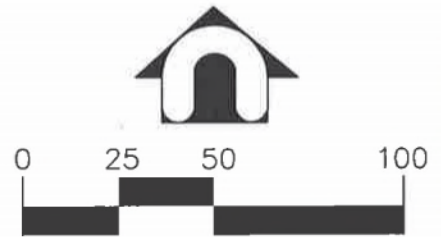
RENEWS: 6/30/20

NW 1/4 OF SECTION 8  
T.4N. R.1W. W.M.



**LEGEND**

-  ① RIGHT-OF-WAY DEDICATION  
950 SQ. FT. (0.022 ACRES)
-  CONSTRUCTION CENTERLINE



**DAVID EVANS  
AND ASSOCIATES INC.**

2100 SW River Parkway  
Portland Oregon 97201  
Phone: 503.223.6663

PROJECT

EXHIBIT B

SHEET

TITLE

GABLE ROAD

1

FILE 20

OF

1

DWG. REF.

SV-EM-20-CMCD0004

PROJECT

CMCD0000-0004

SCALE

1" = 50'

AMENDMENT NO.

0

DRAWN BY

TAS

DESIGN BY

TXI

APPROVED BY

SCW

DATE

09/07/2018

GRANTOR'S NAME AND ADDRESS:  
Nicholas Paul Durant and Heidi Durant  
2560 Gable Road  
St. Helens, OR 97051-2916

EXHIBIT 2

AFTER RECORDING, RETURN TO GRANTEE:  
Columbia County, Oregon  
c/o Office of County Counsel  
Columbia County Courthouse  
230 Strand, Room 318  
St. Helens, OR 97051

**DEDICATION DEED**

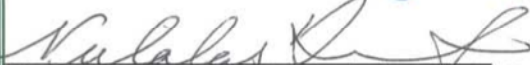
Nicholas Paul Durant and Heidi Durant, as tenants by the entirety, the undersigned Grantors, Owners of certain real property situated in Columbia County, Oregon, do hereby forever dedicate to the public for public road and utility purposes, the land that is described in Exhibit A, attached hereto and incorporated herein by this reference, and depicted in Exhibit B, attached hereto and incorporated herein by this reference.

To have and to hold the above-described and dedicated rights unto the public forever for public road and utility purposes.

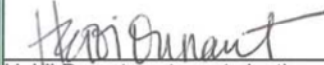
Grantors hereby covenant that they are the owners in fee simple and that they have good and legal right to grant the above-described rights.

The true and actual consideration for this conveyance is five thousand six hundred dollars. (\$5,600.00).

Dated this 2 day of January, 2019.



Nicholas Paul Durant, as tenants by the entirety, Grantor

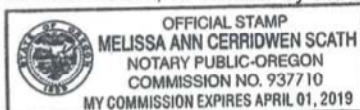


Heidi Durant, as tenants by the entirety, Grantor

STATE OF OREGON )  
  ) ss.  
County of Columbia )

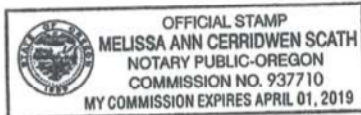
**ACKNOWLEDGMENT**

The foregoing instrument was acknowledged before me this 2 day of January, 2019 by Nicholas Paul Durant, as tenants by the entirety.



  
Notary Public for Oregon  
My Commission Expires: 4-1-19

The foregoing instrument was acknowledged before me this 2 day of January, 2019 by Heidi Durant, as tenants by the entirety.



  
Notary Public for Oregon  
My Commission Expires: 4-1-19

**ACCEPTANCE**

Columbia County, a political subdivision of the State of Oregon, by and through its Board of County Commissioners, hereby accepts the above dedication of land from Nicholas Paul Durant and Heidi Durant, as tenants by the entirety, for public road and utility purposes forever on behalf of the public.

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

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

By: \_\_\_\_\_  
Board of Commissioners, Chair

By: \_\_\_\_\_  
Board of Commissioners, Member

By: \_\_\_\_\_  
Board of Commissioners, Member



## EXHIBIT A

Gable Road Sidewalk and Bike Lane Project  
Columbia County  
September 7, 2018

File No. 12  
Tax Map 040105CD  
Tax Lot 1500

### PARCEL 1 (RIGHT-OF-WAY DEDICATION)

A parcel of land situate in the southwest one-quarter of Section 5 and in the John McNulty DLC No. 50 in Township 4 North, Range 1 West of the Willamette Meridian, City of St. Helens, Columbia County, Oregon and being a portion of that property conveyed to Nicholas Paul Durant and Heidi Durant, as tenants by the entirety in that Warranty Deed, recorded January 12, 2006 as Document Number 2006-000453, Columbia County Clerk's Office; said parcel being that portion of said property included in a strip of land 30.00 feet wide and lying on the northerly side of the construction centerline for Gable Road, which centerline is described below.

### CONSTRUCTION CENTERLINE DESCRIPTION OF A PORTION OF GABLE ROAD

A construction centerline situate in the southwest one-quarter of Section 5, the northwest and northeast one-quarters of Section 8, and in the John McNulty DLC No. 50, Township 4 North, Range 1 West of the Willamette Meridian, City of St. Helens, Columbia County, Oregon.

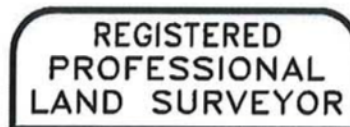
Beginning at a point in Gable Road (County Road No. 40), which bears South 88° 46' 31" East 11.45 feet from a found 5/8" iron rod with a yellow plastic cap in a monument box at the intersection of said Gable Road and Parkwood Drive as shown on Parkwood Crossing Phase 1, recorded November 24, 1997 in Plat Book 4, Pages 93-97 as Instrument No. 97-12782, Columbia County Plat Records, said point being Station 100+00.00 for the purpose of this description; thence North 87° 19' 55" East 216.75 feet to a point of curvature (Station 102+16.75); thence on the arc of a 23,975.35 foot radius curve to the left, through a central angle of 01° 13' 07", an arc distance of 509.93 feet (the long chord of which bears North 86° 43' 22" East 509.92 feet) to a point of tangency (Station 107+26.68); thence North 86° 06' 48" East 147.83 feet to a point of curvature (Station 108+74.51); thence on the arc of a 2,908.16 foot radius curve to the right, through a central angle of 02° 31' 11", an arc distance of 127.89 feet (the long chord of which bears North 87° 22' 24" East 127.88 feet) to a point of tangency (Station 110+02.40); thence North 88° 37' 59" East 740.31 feet to a point of curvature (Station 117+42.71); thence on the arc of a 939.99 foot radius curve to the right, through a central angle of 14° 14' 24", an arc distance of 233.62 feet (the long chord of which bears South 84° 14' 49" East 233.02 feet) to a point of tangency (Station 119+76.33); thence South 77° 07' 37" East 173.35 feet to a point of curvature (Station 121+49.68); thence on the arc of a 432.63 foot radius curve to the right, through a central angle of 24° 32' 58", an arc distance of 185.37 feet (the long chord of which bears South 64° 51' 08" East 183.95 feet) to a point of tangency (Station 123+35.05); thence South 52° 34' 39" East 1,482.02 feet to the terminus of this centerline



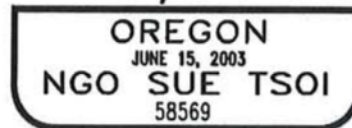
description (Station 138+17.07), which bears North 69° 43' 59" East 79.14 feet from a found 5/8" iron rod with yellow plastic cap stamped "Swenson LS 2596" at R/W 806+05.00 47.00' as shown on Survey Number 4,515, Columbia County Survey Records.

The parcel of land to which this description applies contains 433 square feet, more or less, excepting therefrom the existing right-of-way of Gable Road.

The bearings of this description are based on Oregon Coordinate Reference System, Columbia River West zone.

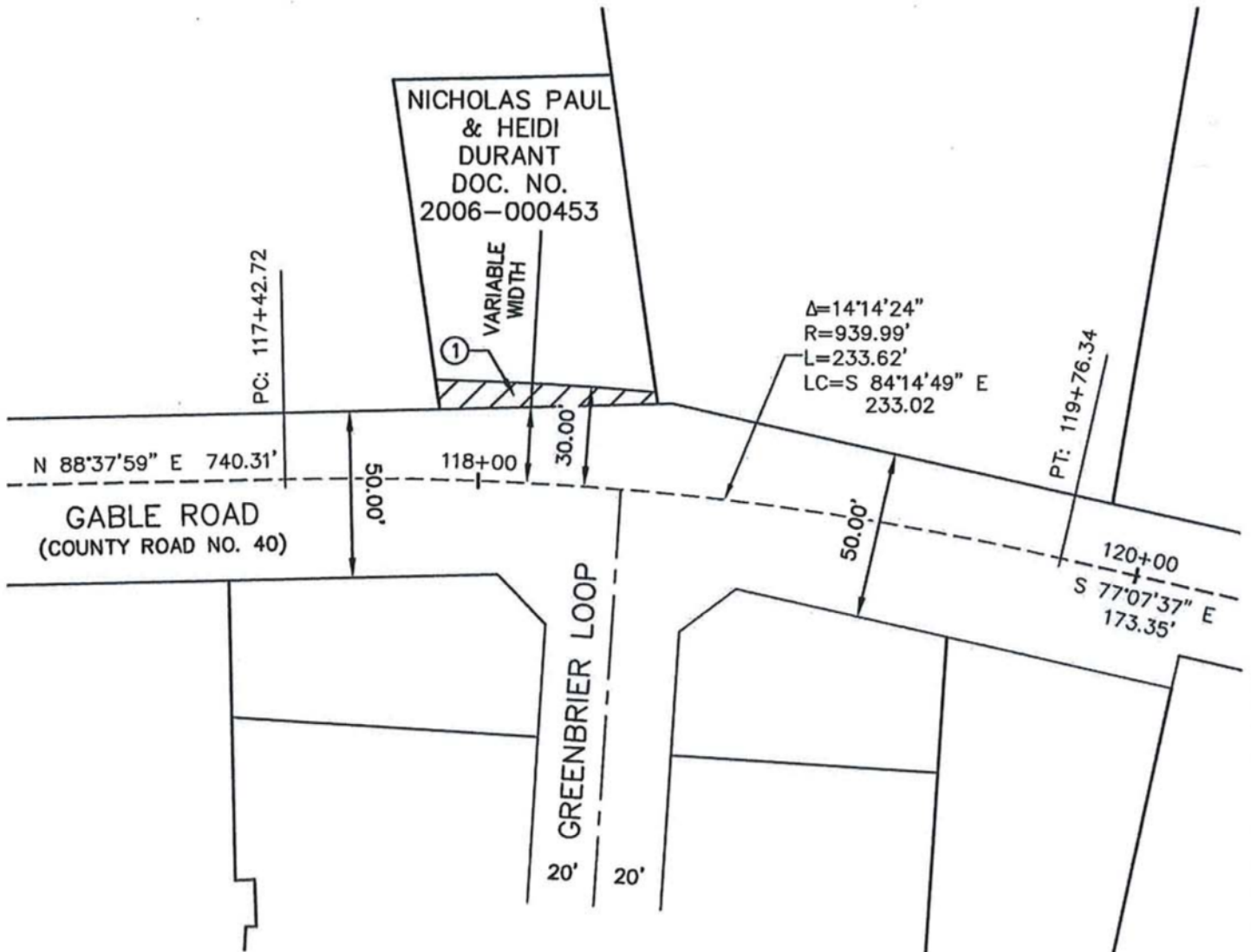


*Ng S. Tsoi*




RENEWS: 6/30/20

SW 1/4 OF SECTION 5  
T.4N. R.1W. W.M.



**LEGEND**

-  ① RIGHT-OF-WAY DEDICATION  
433 SQ. FT. (0.010 ACRES)
- CONSTRUCTION CENTERLINE



**DAVID EVANS AND ASSOCIATES INC.**

2100 SW River Parkway  
Portland Oregon 97201  
Phone: 503.223.6663

PROJECT

EXHIBIT B

SHEET

TITLE

GABLE ROAD

1

FILE 12

OF

DWG. REF.

SV-EM-12-CMCD0004

PROJECT

CMCD0000-0004

SCALE

1" = 50'

AMENDMENT NO.

0

DRAWN BY

TAS

DESIGN BY

TXI

APPROVED BY

SCW

DATE

09/07/2018

1

**GRANTOR'S NAME AND ADDRESS:**

Michael D. and Nicole N. Feakin  
 59177 Cooperspur Court  
 Saint Helens, OR 97051

EXHIBIT 3

**AFTER RECORDING, RETURN TO GRANTEE:**

Columbia County, Oregon  
 c/o Office of County Counsel  
 Columbia County Courthouse  
 230 Strand, Room 318  
 St. Helens, OR 97051

**DEDICATION DEED**

Michael D. Feakin and Nicole N. Feakin, as tenants by the entirety, the undersigned Grantors, Owners of certain real property situated in Columbia County, Oregon, do hereby forever dedicate to the public for public road and utility purposes, the land that is described in Exhibit A, attached hereto and incorporated herein by this reference, and depicted in Exhibit B, attached hereto and incorporated herein by this reference.

To have and to hold the above-described and dedicated rights unto the public forever for public road and utility purposes.

Grantors hereby covenant that they are the owners in fee simple and that they have good and legal right to grant the above-described rights.

The true and actual consideration for this conveyance is fifteen thousand eight hundred dollars. (\$15,800.00).

Dated this 14 day of March, 2019.

*[Signature]*

Michael D. Feakin, Grantor

*[Signature]*

Nicole N. Feakin, Grantor

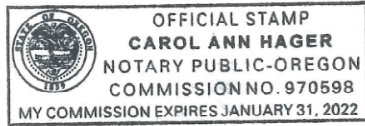
STATE OF OREGON )

) ss.

**ACKNOWLEDGMENT**

County of Columbia )

The foregoing instrument was acknowledged before me this 14 day of March, 2019 by Michael D. Feakin.



*[Signature]*  
 Notary Public for Oregon  
 My Commission Expires: 1/31/22

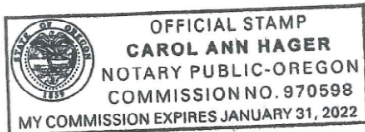
STATE OF OREGON )

) ss.

**ACKNOWLEDGMENT**

County of Columbia )

The foregoing instrument was acknowledged before me this 14 day of March, 2019 by Nicole N. Feakin.



*[Signature]*  
 Notary Public for Oregon  
 My Commission Expires: 1/31/22



**ACCEPTANCE**

Columbia County, a political subdivision of the State of Oregon, by and through its Board of County Commissioners, hereby accepts the above dedication of land from Michael D. Feakin and Nicole N. Feakin, as tenants by the entirety, for public road and utility purposes forever on behalf of the public.

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

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

By: \_\_\_\_\_  
Board of Commissioners, Chair

By: \_\_\_\_\_  
Board of Commissioners, Member

By: \_\_\_\_\_  
Board of Commissioners, Member



## EXHIBIT A

Gable Road Sidewalk and Bike Lane Project  
Columbia County  
September 7, 2018

File No. 2  
Tax Map 040108BB  
Tax Lot 800

### PARCEL 1 (RIGHT-OF-WAY DEDICATION)

A parcel of land situate in the northwest one-quarter of Section 8 and in the John McNulty DLC No. 50 in Township 4 North, Range 1 West of the Willamette Meridian, City of St. Helens, Columbia County, Oregon and being a portion of that property conveyed to Michael D. Feakin and Nicole N. Feakin, as tenants by the entirety in that Warranty Deed, recorded August 6, 2008 as Document Number 2008-007854, Columbia County Clerk's Office; said parcel being that portion of said property included in a strip of land 30.00 feet wide and lying on the southerly side of the construction centerline for Gable Road, which centerline is described below.

### CONSTRUCTION CENTERLINE DESCRIPTION OF A PORTION OF GABLE ROAD

A construction centerline situate in the southwest one-quarter of Section 5, the northwest and northeast one-quarters of Section 8, and in the John McNulty DLC No. 50, Township 4 North, Range 1 West of the Willamette Meridian, City of St. Helens, Columbia County, Oregon.

Beginning at a point in Gable Road (County Road No. 40), which bears South  $88^{\circ} 46' 31''$  East 11.45 feet from a found  $5/8''$  iron rod with a yellow plastic cap in a monument box at the intersection of said Gable Road and Parkwood Drive as shown on Parkwood Crossing Phase 1, recorded November 24, 1997 in Plat Book 4, Pages 93-97 as Instrument No. 97-12782, Columbia County Plat Records, said point being Station 100+00.00 for the purpose of this description; thence North  $87^{\circ} 19' 55''$  East 216.75 feet to a point of curvature (Station 102+16.75); thence on the arc of a 23,975.35 foot radius curve to the left, through a central angle of  $01^{\circ} 13' 07''$ , an arc distance of 509.93 feet (the long chord of which bears North  $86^{\circ} 43' 22''$  East 509.92 feet) to a point of tangency (Station 107+26.68); thence North  $86^{\circ} 06' 48''$  East 147.83 feet to a point of curvature (Station 108+74.51); thence on the arc of a 2,908.16 foot radius curve to the right, through a central angle of  $02^{\circ} 31' 11''$ , an arc distance of 127.89 feet (the long chord of which bears North  $87^{\circ} 22' 24''$  East 127.88 feet) to a point of tangency (Station 110+02.40); thence North  $88^{\circ} 37' 59''$  East 740.31 feet to a point of curvature (Station 117+42.71); thence on the arc of a 939.99 foot radius curve to the right, through a central angle of  $14^{\circ} 14' 24''$ , an arc distance of 233.62 feet (the long chord of which bears South  $84^{\circ} 14' 49''$  East 233.02 feet) to a point of tangency (Station 119+76.33); thence South  $77^{\circ} 07' 37''$  East 173.35 feet to a point of curvature (Station 121+49.68); thence on the arc of a 432.63 foot radius curve to the right, through a central angle of  $24^{\circ} 32' 58''$ , an arc distance of 185.37 feet (the long chord of which bears South  $64^{\circ} 51' 08''$  East 183.95 feet) to a point of tangency (Station 123+35.05); thence South  $52^{\circ} 34' 39''$  East 1,482.02 feet to the terminus of this centerline



description (Station 138+17.07), which bears North 69° 43' 59" East 79.14 feet from a found 5/8" iron rod with yellow plastic cap stamped "Swenson LS 2596" at R/W 806+05.00 47.00' as shown on Survey Number 4,515, Columbia County Survey Records.

The parcel of land to which this description applies contains 1,298 square feet, more or less, excepting therefrom the existing right-of-way of Gable Road.

The bearings of this description are based on Oregon Coordinate Reference System, Columbia River West zone.

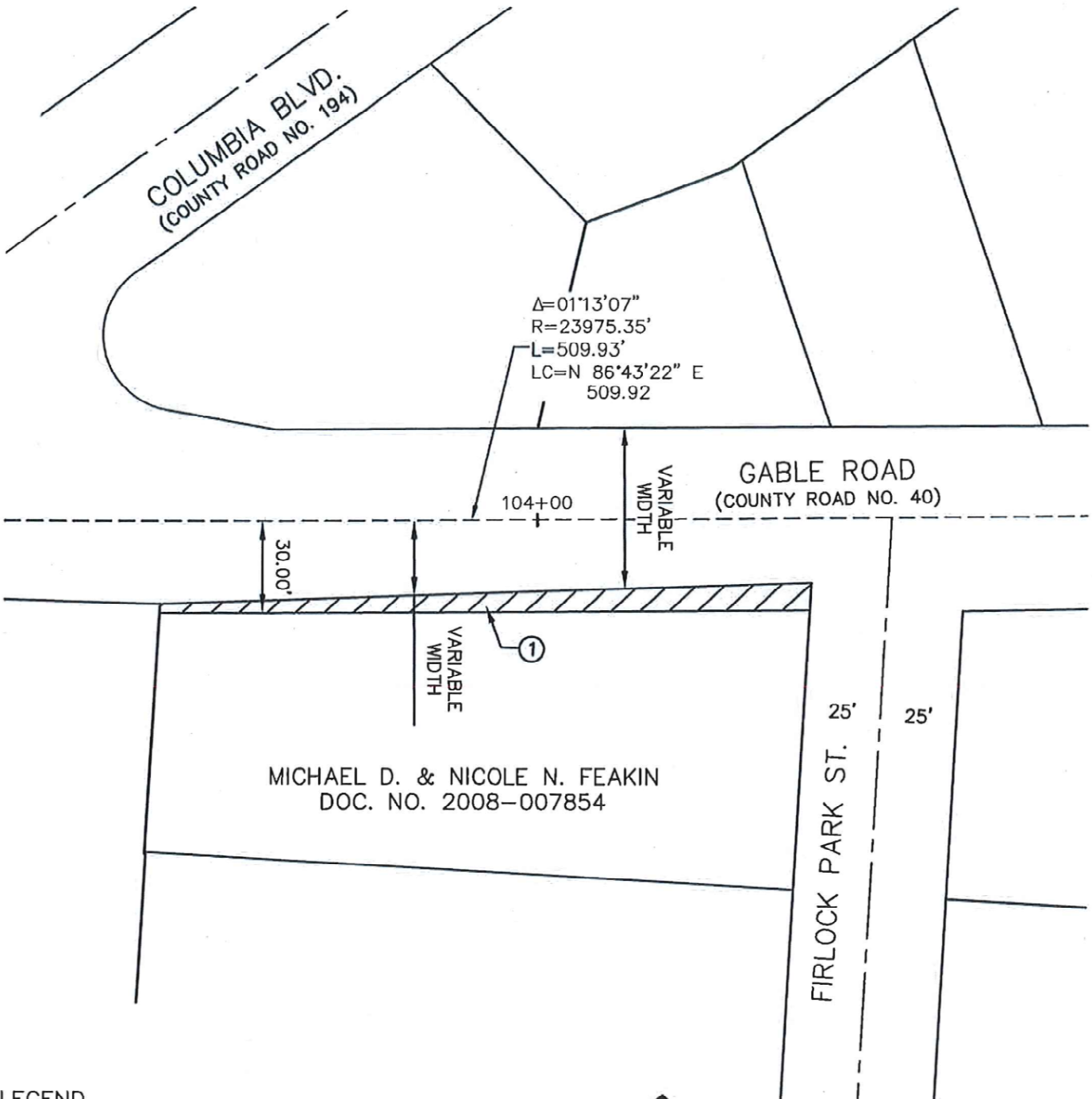
REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Ng S. Tsoi*



OREGON  
JUNE 15, 2003  
NGO SUE TSOI  
58569

RENEWS: 6/30/20

NW 1/4 OF SECTION 8  
T.4N. R.1W. W.M.



**LEGEND**

-  ① RIGHT-OF-WAY DEDICATION  
1,298 SQ. FT. (0.030 ACRES)
-  CONSTRUCTION CENTERLINE



**DAVID EVANS  
AND ASSOCIATES INC.**

2100 SW River Parkway  
Portland Oregon 97201  
Phone: 503.223.6663

PROJECT

EXHIBIT B

SHEET

TITLE

GABLE ROAD

1  
OF  
1

FILE 2

DWG. REF.

SV-EM-02-CMCD0004

PROJECT

CMCD0000-0004

SCALE

1" = 50'

AMENDMENT NO.

0

DRAWN BY

TAS

DESIGN BY

TXI

APPROVED BY

SCW

DATE

09/07/2018

**GRANTOR'S NAME AND ADDRESS:**  
First Missionary Baptist Church of St. Helens  
2625 Gable Rd.  
Saint Helens, OR 97051

EXHIBIT 4

**AFTER RECORDING, RETURN TO GRANTEE:**  
Columbia County, Oregon  
c/o Office of County Counsel  
Columbia County Courthouse  
230 Strand, Room 318  
St. Helens, OR 97051

**DEDICATION DEED**

First Missionary Baptist Church of St. Helens, the undersigned Grantors, Owners of certain real property situated in Columbia County, Oregon, do hereby forever dedicate to the public for public road and utility purposes, the land that is described in Exhibit A, attached hereto and incorporated herein by this reference, and depicted in Exhibit B, attached hereto and incorporated herein by this reference.

To have and to hold the above-described and dedicated rights unto the public forever for public road and utility purposes.

Grantors hereby covenant that they are the owners in fee simple and that they have good and legal right to grant the above-described rights.

The true and actual consideration for this conveyance is nineteen thousand and three hundred dollars. (\$19,300.00).

Dated this 01 day of March, 2019.

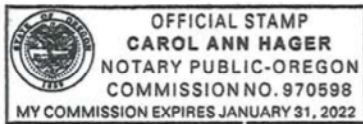
Arddell Lewis II, President

First Missionary Baptist Church of St. Helens, Grantor

STATE OF OREGON )  
 ) ss.  
County of Columbia )

**ACKNOWLEDGMENT**

The foregoing instrument was acknowledged before me this 1 day of March, 20   by First Missionary Baptist Church of St. Helens.



Carol Hager  
Notary Public for Oregon  
My Commission Expires: 3/1/19

**ACCEPTANCE**

Columbia County, a political subdivision of the State of Oregon, by and through its Board of County Commissioners, hereby accepts the above dedication of land from First Missionary Baptist Church of St. Helens for public road and utility purposes forever on behalf of the public.

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

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

By: \_\_\_\_\_  
Board of Commissioners, Chair

By: \_\_\_\_\_  
Board of Commissioners, Member

By: \_\_\_\_\_  
Board of Commissioners, Member



**EXHIBIT A**

Gable Road Sidewalk and Bike Lane Project  
Columbia County  
January 8, 2019

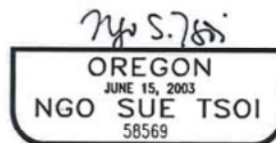
File No. 23  
Tax Map 040108BA  
Tax Lot 1700

**PARCEL 1 (RIGHT-OF-WAY DEDICATION)**

A parcel of land situate in the northwest one-quarter of Section 8 and in the John McNulty DLC No. 50 in Township 4 North, Range 1 West of the Willamette Meridian, City of St. Helens, Columbia County, Oregon and being a portion of that property conveyed to First Missionary Baptist Church of St. Helens, an Oregon nonprofit corporation, in that Warranty Deed, recorded February 11, 1991 as Document Number 91-0736, Columbia County Clerk's Office; said parcel being that portion of said property described as follows:

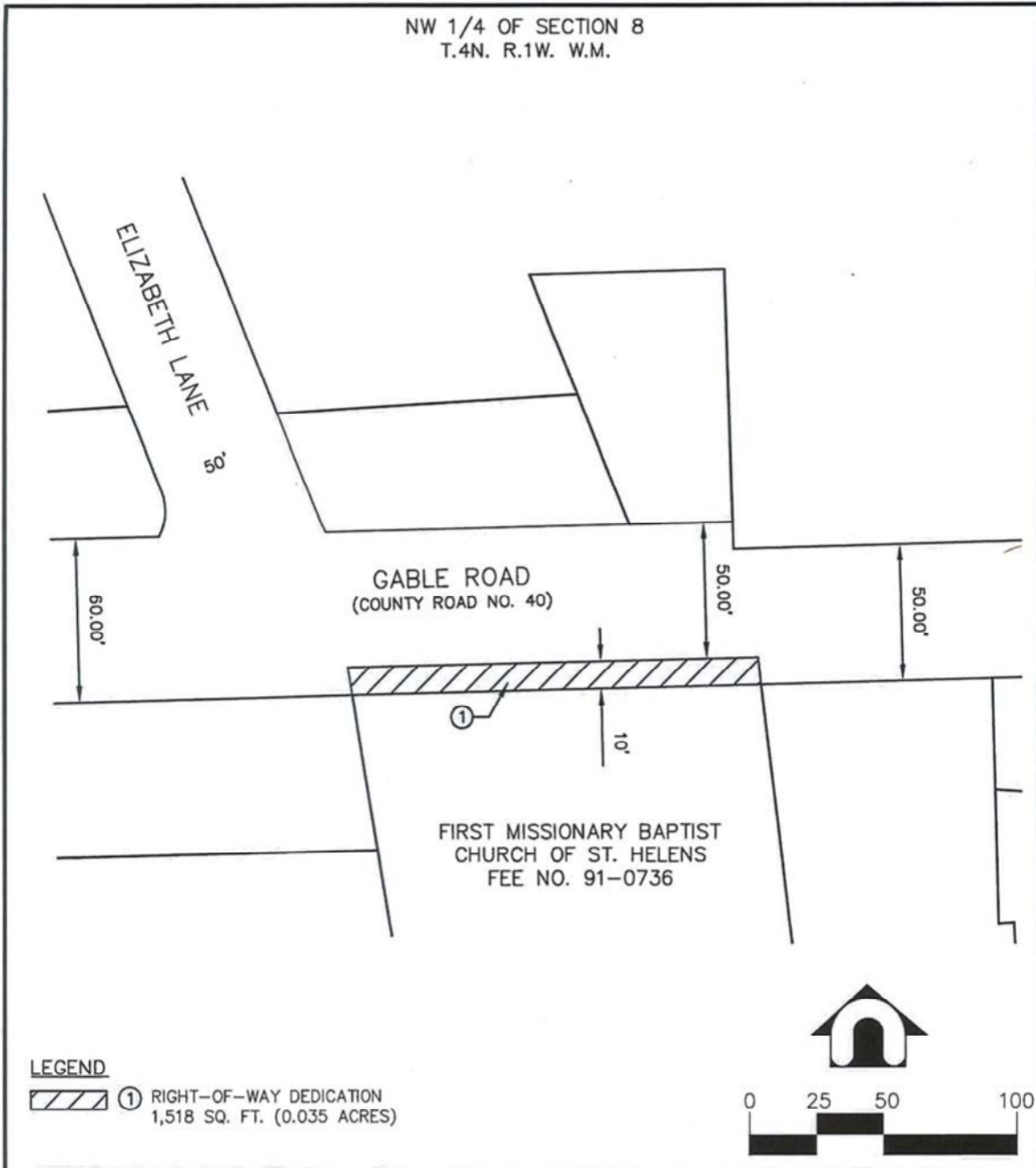
The north 10.00 feet of said property.

The parcel of land to which this description applies contains 1,518 square feet, more or less.




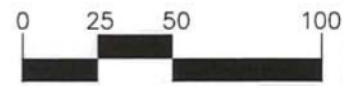
RENEWS: 6/30/20


NW 1/4 OF SECTION 8  
T.4N. R.1W. W.M.



**LEGEND**

 ① RIGHT-OF-WAY DEDICATION  
1,518 SQ. FT. (0.035 ACRES)



 <b>DAVID EVANS AND ASSOCIATES INC.</b> 2100 SW River Parkway Portland Oregon 97201 Phone: 503.223.6663	PROJECT	EXHIBIT B		SHEET
	TITLE	GABLE ROAD		1
		FILE 23		OF
				1
DWG. REF.	PROJECT	SCALE	AMENDMENT NO.	
SV-EM-23-CMCD0004	CMCD0000-0004	1" = 50'	0	
DRAWN BY	DESIGN BY	APPROVED BY	DATE	
TAS	TXI	SCW	01/08/2019	

GRANTOR'S NAME AND ADDRESS:  
Sergio L. Gutierrez and Patricia Gutierrez  
730 Rockwood Drive  
Saint Helens, OR 97051

EXHIBIT 5

AFTER RECORDING, RETURN TO GRANTEE:  
Columbia County, Oregon  
c/o Office of County Counsel  
Columbia County Courthouse  
230 Strand, Room 318  
St. Helens, OR 97051

### DEDICATION DEED

Sergio L. Gutierrez and Patricia Gutierrez, as tenants by the entirety, the undersigned Grantors, Owners of certain real property situated in Columbia County, Oregon, do hereby forever dedicate to the public for public road and utility purposes, the land that is described in Exhibit A, attached hereto and incorporated herein by this reference, and depicted in Exhibit B, attached hereto and incorporated herein by this reference.

To have and to hold the above-described and dedicated rights unto the public forever for public road and utility purposes.

Grantors hereby covenant that they are the owners in fee simple and that they have good and legal right to grant the above-described rights.

The true and actual consideration for this conveyance is six thousand seven hundred dollars. (\$6,700.00).

Dated this 21<sup>st</sup> day of January, 2019.

*Sergio L. Gutierrez*

Sergio L. Gutierrez, as tenants by the entirety, Grantor

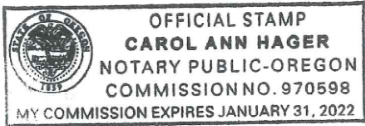
*Patricia Gutierrez*

Patricia Gutierrez, as tenants by the entirety, Grantor

STATE OF OREGON )  
                           ) ss.  
County of Columbia )

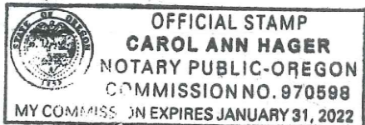
### ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of January, 2019 by Sergio L. Gutierrez, as tenants by the entirety.



*Carol Hager*  
Notary Public for Oregon  
My Commission Expires: 1/31/22

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of January, 2019 by Patricia Gutierrez, as tenants by the entirety.



*Carol Hager*  
Notary Public for Oregon  
My Commission Expires: 1/31/22

### ACCEPTANCE

Columbia County, a political subdivision of the State of Oregon, by and through its Board of County Commissioners, hereby accepts the above dedication of land from Sergio L. Gutierrez and Patricia Gutierrez, as tenants by the entirety for public road and utility purposes forever on behalf of the public.

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



BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

By: \_\_\_\_\_  
Board of Commissioners, Chair

By: \_\_\_\_\_  
Board of Commissioners, Member

By: \_\_\_\_\_  
Board of Commissioners, Member



**EXHIBIT A**

Gable Road Sidewalk and Bike Lane Project  
Columbia County  
September 7, 2018

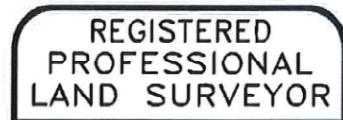
File No. 21  
Tax Map 040108BA  
Tax Lot 4200

**PARCEL 1 (RIGHT-OF-WAY DEDICATION)**

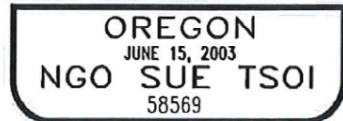
A parcel of land situate in the northwest one-quarter of Section 8 and in the John McNulty DLC No. 50 in Township 4 North, Range 1 West of the Willamette Meridian, City of St. Helens, Columbia County, Oregon and being a portion of that property conveyed to Sergio L. Gutierrez and Patricia Gutierrez in that Statutory Warranty Deed, recorded March 17, 2017 as Document Number 2017-002427, Columbia County Clerk's Office; said parcel being that portion of said property described as follows:

The southwesterly 10.00 feet of said property.

The parcel of land to which this description applies contains 796 square feet, more or less.

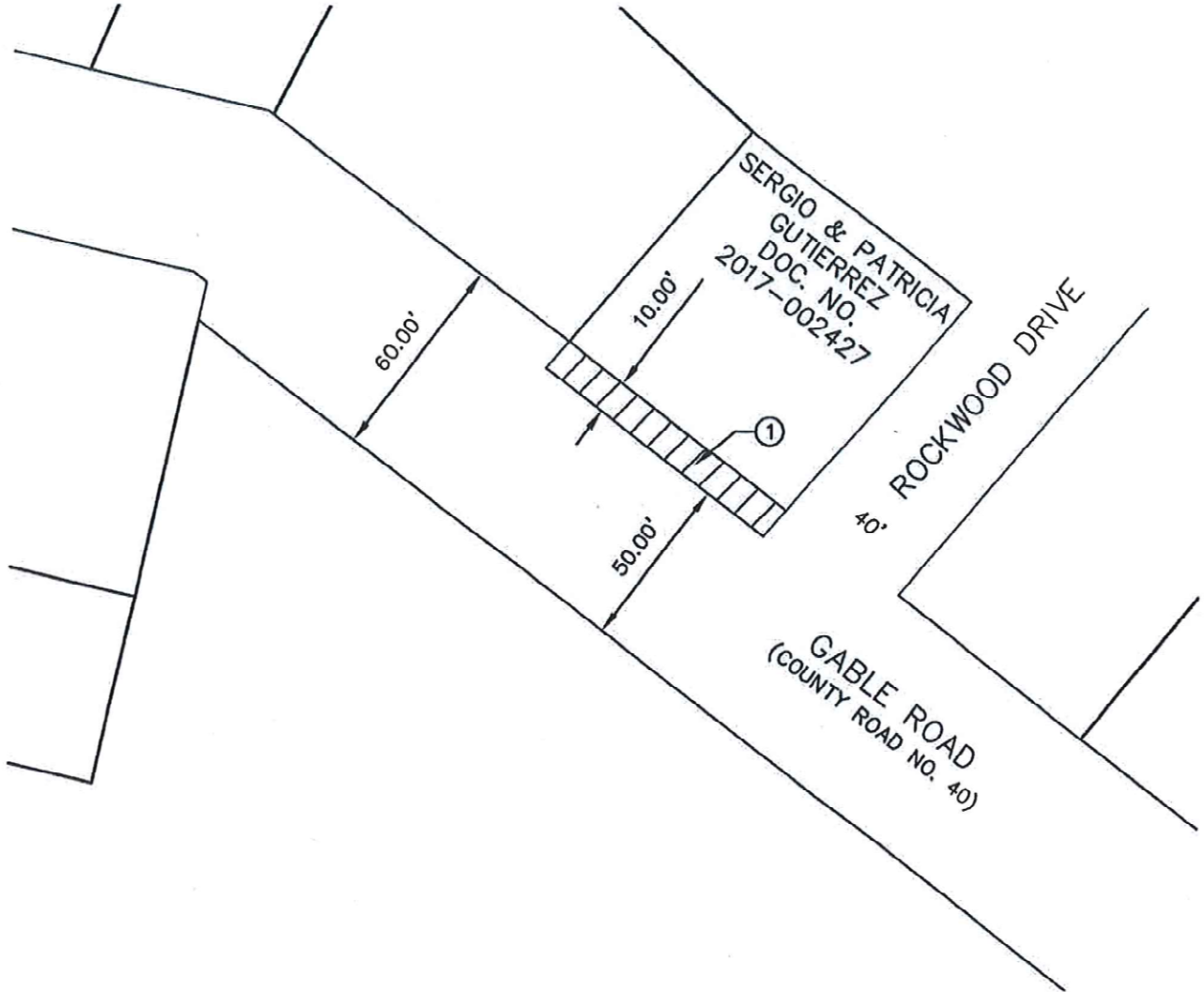


*Ng S. Tsoi*

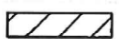


RENEWS: 6/30/20

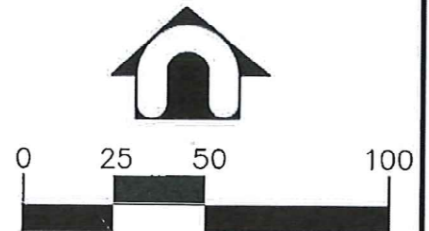
NW 1/4 OF SECTION 8  
T.4N. R.1W. W.M.



**LEGEND**



① RIGHT-OF-WAY DEDICATION  
796 SQ. FT. (0.018 ACRES)



**DAVID EVANS  
AND ASSOCIATES INC.**

2100 SW River Parkway  
Portland Oregon 97201  
Phone: 503.223.6663

PROJECT

EXHIBIT B

SHEET

TITLE

GABLE ROAD

1

FILE 21

OF

1

DWG. REF.

SV-EM-21-CMCD0004

PROJECT

CMCD0000-0004

SCALE

1" = 50'

AMENDMENT NO.

0

DRAWN BY

TAS

DESIGN BY

TXI

APPROVED BY

SCW

DATE

09/07/2018

**GRANTOR'S NAME AND ADDRESS:**

Lucas C. Haskell  
2535 Gable Road  
Saint Helens, OR 97051

EXHIBIT 6

**AFTER RECORDING, RETURN TO GRANTEE:**

Columbia County, Oregon  
c/o Office of County Counsel  
Columbia County Courthouse  
230 Strand, Room 318  
St. Helens, OR 97051

**DEDICATION DEED**

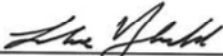
Lucas C. Haskell, an estate in fee simple, the undersigned Grantors, Owners of certain real property situated in Columbia County, Oregon, do hereby forever dedicate to the public for public road and utility purposes, the land that is described in Exhibit A, attached hereto and incorporated herein by this reference, and depicted in Exhibit B, attached hereto and incorporated herein by this reference.

To have and to hold the above-described and dedicated rights unto the public forever for public road and utility purposes.

Grantors hereby covenant that they are the owners in fee simple and that they have good and legal right to grant the above-described rights.

The true and actual consideration for this conveyance is nine thousand three hundred dollars. (\$9,300.00).

Dated this 26 day of February, 2019.


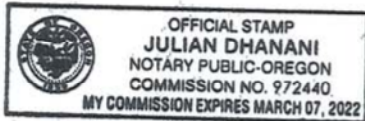


Lucas C. Haskell, an estate in fee simple, Grantor

STATE OF OREGON )  
) ss.  
County of ~~Columbia~~ Washington )

**ACKNOWLEDGMENT**

The foregoing instrument was acknowledged before me this 26 day of February, 2019 by Lucas C. Haskell, an estate in fee simple.

  
Notary Public for Oregon  
My Commission Expires: March 7, 2022

**ACCEPTANCE**

Columbia County, a political subdivision of the State of Oregon, by and through its Board of County Commissioners, hereby accepts the above dedication of land from Lucas C. Haskell, an estate in fee simple for public road and utility purposes forever on behalf of the public.

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

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

By: \_\_\_\_\_  
Board of Commissioners, Chair

By: \_\_\_\_\_  
Board of Commissioners, Member

By: \_\_\_\_\_  
Board of Commissioners, Member



**EXHIBIT A**

Gable Road Sidewalk and Bike Lane Project  
Columbia County  
September 7, 2018

File No. 18  
Tax Map 040108BA  
Tax Lot 800

PARCEL 1 (RIGHT-OF-WAY DEDICATION)

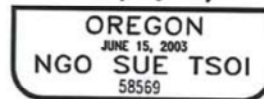
A parcel of land situate in the northwest one-quarter of Section 8 and in the John McNulty DLC No. 50 in Township 4 North, Range 1 West of the Willamette Meridian, City of St. Helens, Columbia County, Oregon and being a portion of that property conveyed to Lucas C. Haskell in that Statutory Warranty Deed, recorded October 26, 2016 as Document Number 2016-009358, Columbia County Clerk's Office; said parcel being that portion of said property described as follows:

The northeasterly 10.00 feet of said property.

The parcel of land to which this description applies contains 755 square feet, more or less.

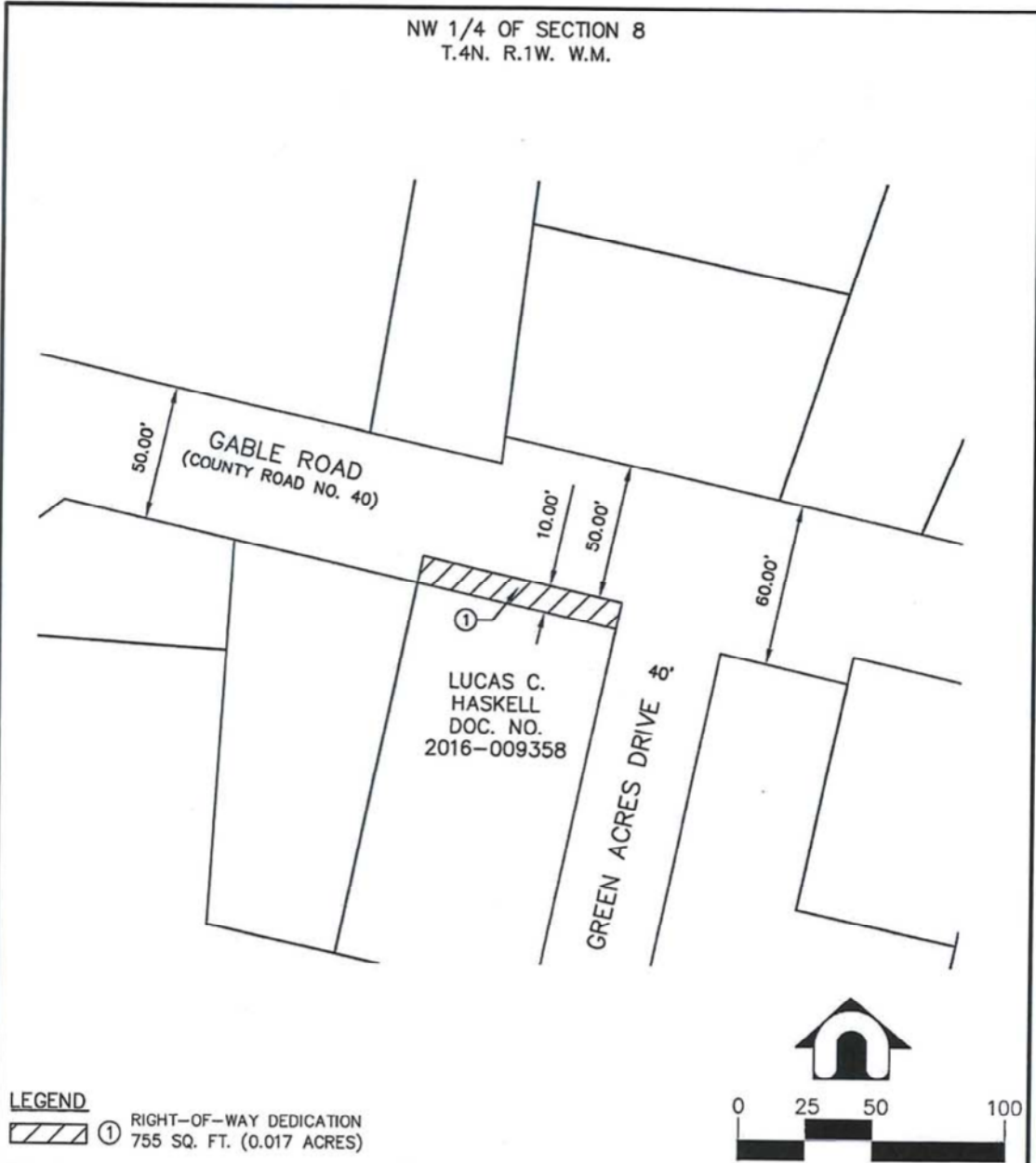


*Ng S. Tsoi*




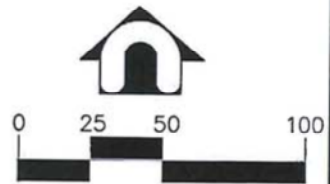
RENEWS: 6/30/20


NW 1/4 OF SECTION 8  
T.4N. R.1W. W.M.



**LEGEND**

 ① RIGHT-OF-WAY DEDICATION  
755 SQ. FT. (0.017 ACRES)



 <b>DAVID EVANS AND ASSOCIATES INC.</b> 2100 SW River Parkway Portland Oregon 97201 Phone: 503.223.6663	PROJECT	EXHIBIT B			SHEET
	TITLE	GABLE ROAD			1
		FILE 18			OF
					1
DWG. REF.	PROJECT	SCALE	AMENDMENT NO.		
SV-EM-18-CMCD0004	CMCD0000-0004	1" = 50'	0		
DRAWN BY	DESIGN BY	APPROVED BY	DATE		
TAS	TXI	SCW	09/07/2018		





## EXHIBIT A

Gable Road Sidewalk and Bike Lane Project  
Columbia County  
September 7, 2018

File No. 1  
Tax Map 040108BB  
Tax Lot 4500

### PARCEL 1 (RIGHT-OF-WAY DEDICATION)

A parcel of land situate in the northwest one-quarter of Section 8 and in the John McNulty DLC No. 50 in Township 4 North, Range 1 West of the Willamette Meridian, City of St. Helens, Columbia County, Oregon and being a portion of that property conveyed to Faith A. Holifield in that Warranty Deed-Statutory Form, recorded September 16, 2004 as Document Number 2004-011990, Columbia County Clerk's Office; said parcel being that portion of said property included in a strip of land 30.00 feet wide and lying on the southerly side of the construction centerline for Gable Road, which centerline is described below.

### CONSTRUCTION CENTERLINE DESCRIPTION OF A PORTION OF GABLE ROAD

A construction centerline situate in the southwest one-quarter of Section 5, the northwest and northeast one-quarters of Section 8, and in the John McNulty DLC No. 50, Township 4 North, Range 1 West of the Willamette Meridian, City of St. Helens, Columbia County, Oregon.

Beginning at a point in Gable Road (County Road No. 40), which bears South 88° 46' 31" East 11.45 feet from a found 5/8" iron rod with a yellow plastic cap in a monument box at the intersection of said Gable Road and Parkwood Drive as shown on Parkwood Crossing Phase 1, recorded November 24, 1997 in Plat Book 4, Pages 93-97 as Instrument No. 97-12782, Columbia County Plat Records, said point being Station 100+00.00 for the purpose of this description; thence North 87° 19' 55" East 216.75 feet to a point of curvature (Station 102+16.75); thence on the arc of a 23,975.35 foot radius curve to the left, through a central angle of 01° 13' 07", an arc distance of 509.93 feet (the long chord of which bears North 86° 43' 22" East 509.92 feet) to a point of tangency (Station 107+26.68); thence North 86° 06' 48" East 147.83 feet to a point of curvature (Station 108+74.51); thence on the arc of a 2,908.16 foot radius curve to the right, through a central angle of 02° 31' 11", an arc distance of 127.89 feet (the long chord of which bears North 87° 22' 24" East 127.88 feet) to a point of tangency (Station 110+02.40); thence North 88° 37' 59" East 740.31 feet to a point of curvature (Station 117+42.71); thence on the arc of a 939.99 foot radius curve to the right, through a central angle of 14° 14' 24", an arc distance of 233.62 feet (the long chord of which bears South 84° 14' 49" East 233.02 feet) to a point of tangency (Station 119+76.33); thence South 77° 07' 37" East 173.35 feet to a point of curvature (Station 121+49.68); thence on the arc of a 432.63 foot radius curve to the right, through a central angle of 24° 32' 58", an arc distance of 185.37 feet (the long chord of which bears South 64° 51' 08" East 183.95 feet) to a point of tangency (Station 123+35.05); thence South 52° 34' 39" East 1,482.02 feet to the terminus of this centerline





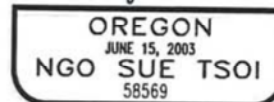
description (Station 138+17.07), which bears North 69° 43' 59" East 79.14 feet from a found 5/8" iron rod with yellow plastic cap stamped "Swenson LS 2596" at R/W 806+05.00 47.00' as shown on Survey Number 4,515, Columbia County Survey Records.

The parcel of land to which this description applies contains 827 square feet, more or less, excepting therefrom the existing right-of-way of Gable Road.

The bearings of this description are based on Oregon Coordinate Reference System, Columbia River West zone.

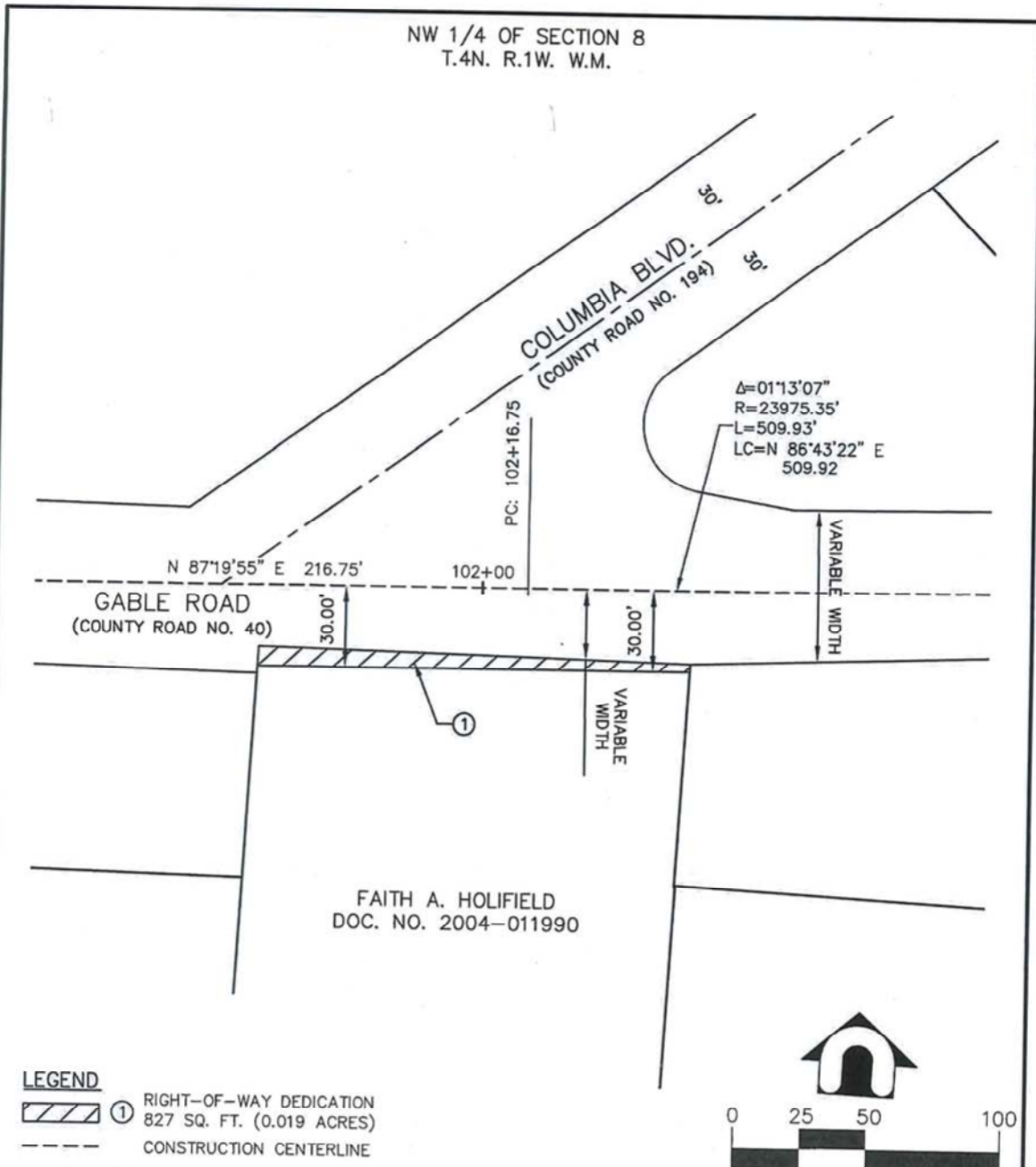


*Ng S. Tsoi*



RENEWS: 6/30/20

NW 1/4 OF SECTION 8  
T.4N. R.1W. W.M.



**DAVID EVANS AND ASSOCIATES INC.**  
2100 SW River Parkway  
Portland Oregon 97201  
Phone: 503.223.6663

PROJECT	EXHIBIT B		SHEET
TITLE	GABLE ROAD		1
	FILE 1		OF
DWG. REF.	PROJECT	SCALE	AMENDMENT NO.
SV-EM-01-CMCD0004	CMCD0000-0004	1" = 50'	0
DRAWN BY	DESIGN BY	APPROVED BY	DATE
TAS	TXI	SCW	09/07/2018

GRANTOR'S NAME AND ADDRESS:

Gerildyn N. Johnson, Trustee  
2675 Gable Road  
Saint Helens, OR 97051

EXHIBIT 8

AFTER RECORDING, RETURN TO GRANTEE:

Columbia County, Oregon  
c/o Office of County Counsel  
Columbia County Courthouse  
230 Strand, Room 318  
St. Helens, OR 97051

**DEDICATION DEED**


Gerildyn N. Johnson, Trustee of The William E. "Stub" and Gerildyn N. Johnson Revocable Living Trust, UTD May 16, 2006 AND Gerildyn N. Johnson, Trustee of The William E. "Stub" and Gerildyn N. Johnson Revocable Living Trust, UTD May 16, 2006, but specifically the Disclaimer Trust established under Article VII, Sections B. and D. thereof, and her successors in said Disclaimer Trust, as tenants in common, the undersigned Grantors, Owners of certain real property situated in Columbia County, Oregon, do hereby forever dedicate to the public for public road and utility purposes, the land that is described in Exhibit A, attached hereto and incorporated herein by this reference, and depicted in Exhibit B, attached hereto and incorporated herein by this reference.


To have and to hold the above-described and dedicated rights unto the public forever for public road and utility purposes.

Grantors hereby covenant that they are the owners in fee simple and that they have good and legal right to grant the above-described rights.

The true and actual consideration for this conveyance is twenty-six thousand nine hundred dollars. (\$26,900.00).

Dated this 1 day of March, 2019.

  
Gerildyn N. Johnson, Trustee of The William E. "Stub"  
and Gerildyn N. Johnson Revocable Living Trust,  
UTD May 16, 2006, Grantor

  
Gerildyn N. Johnson, Trustee of The William E. "Stub"  
and Gerildyn N. Johnson Revocable Living Trust,  
UTD May 16, 2006, but specifically the Disclaimer Trust,  
Grantor

STATE OF OREGON )  
 ) ss.  
County of Columbia )

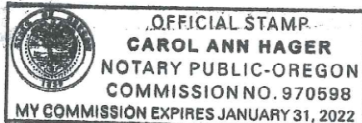
**ACKNOWLEDGMENT**

The foregoing instrument was acknowledged before me this 1 day of March, 2019  
by Gerildyn N. Johnson, Trustee of The William E. "Stub" and Gerildyn N. Johnson Revocable Living Trust,  
UTD May 16, 2006.



  
Notary Public for Oregon  
My Commission Expires: 1/31/22

The foregoing instrument was acknowledged before me this 1 day of March, 2019  
by Gerildyn N. Johnson, Trustee of The William E. "Stub" and Gerildyn N. Johnson Revocable Living Trust,  
UTD May 16, 2006, but specifically the Disclaimer Trust.



  
Notary Public for Oregon  
My Commission Expires: 1/31/22

**ACCEPTANCE**

Columbia County, a political subdivision of the State of Oregon, by and through its Board of County Commissioners, hereby accepts the above dedication of land from Gerildyn N. Johnson, Trustee of The William E. "Stub" and Gerildyn N. Johnson Revocable Living Trust, UTD May 16, 2006 AND Gerildyn N. Johnson, Trustee of The William E. "Stub" and Gerildyn N. Johnson Revocable Living Trust, UTD May 16, 2006, but specifically the Disclaimer Trust established under Article VII, Sections B. and D. thereof, and her successors in said Disclaimer Trust, as tenants in common for public road and utility purposes forever on behalf of the public.

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

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

By: \_\_\_\_\_  
Board of Commissioners, Chair

By: \_\_\_\_\_  
Board of Commissioners, Member

By: \_\_\_\_\_  
Board of Commissioners, Member



## EXHIBIT A

Gable Road Sidewalk and Bike Lane Project  
Columbia County  
September 12, 2018

File No. 9  
Tax Map 040108BA  
Tax Lots 3800 & 3900

### PARCEL 1 (RIGHT-OF-WAY DEDICATION)

A parcel of land situate in the northwest one-quarter of Section 8 and in the John McNulty DLC No. 50 in Township 4 North, Range 1 West of the Willamette Meridian, City of St. Helens, Columbia County, Oregon and being a portion of that property described as Parcel A and conveyed to Gerildyn N. Johnson, Trustee of The William E. "Stub" and Gerildyn N. Johnson Revocable Living Trust, UTD May 16, 2006, an undivided one-half interest as tenant in common in that Statutory Bargain and Sale Deed (Correction Deed), recorded April 6, 2016 as Document Number 2016-002431 and conveyed to Gerildyn N. Johnson, Trustee of The William E. "Stub" and Gerildyn N. Johnson Disclaimer Trust, UTD May 16, 2006, an undivided one-half interest as tenant in common in that Statutory Bargain and Sale Deed, recorded as August 1, 2008 as Document Number 2008-007748, both in Columbia County Clerk's Office; said parcel being that portion of said property included in a strip of land 30.00 feet wide and lying on the southerly side of the construction centerline for Gable Road, which centerline is described below.

### CONSTRUCTION CENTERLINE DESCRIPTION OF A PORTION OF GABLE ROAD

A construction centerline situate in the southwest one-quarter of Section 5, the northwest and northeast one-quarters of Section 8, and in the John McNulty DLC No. 50, Township 4 North, Range 1 West of the Willamette Meridian, City of St. Helens, Columbia County, Oregon.

Beginning at a point in Gable Road (County Road No. 40), which bears South 88° 46' 31" East 11.45 feet from a found 5/8" iron rod with a yellow plastic cap in a monument box at the intersection of said Gable Road and Parkwood Drive as shown on Parkwood Crossing Phase 1, recorded November 24, 1997 in Plat Book 4, Pages 93-97 as Instrument No. 97-12782, Columbia County Plat Records, said point being Station 100+00.00 for the purpose of this description; thence North 87° 19' 55" East 216.75 feet to a point of curvature (Station 102+16.75); thence on the arc of a 23,975.35 foot radius curve to the left, through a central angle of 01° 13' 07", an arc distance of 509.93 feet (the long chord of which bears North 86° 43' 22" East 509.92 feet) to a point of tangency (Station 107+26.68); thence North 86° 06' 48" East 147.83 feet to a point of curvature (Station 108+74.51); thence on the arc of a 2,908.16 foot radius curve to the right, through a central angle of 02° 31' 11", an arc distance of 127.89 feet (the long chord of which bears North 87° 22' 24" East 127.88 feet) to a point of tangency (Station 110+02.40); thence North 88° 37' 59" East 740.31 feet to a point of curvature (Station 117+42.71); thence on the arc of a 939.99 foot radius curve to the right, through a central angle of 14° 14' 24", an arc distance of 233.62 feet (the long chord of which bears South 84° 14' 49"



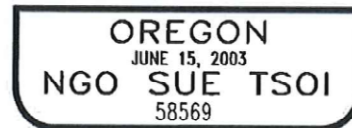
East 233.02 feet) to a point of tangency (Station 119+76.33); thence South 77° 07' 37" East 173.35 feet to a point of curvature (Station 121+49.68); thence on the arc of a 432.63 foot radius curve to the right, through a central angle of 24° 32' 58", an arc distance of 185.37 feet (the long chord of which bears South 64° 51' 08" East 183.95 feet) to a point of tangency (Station 123+35.05); thence South 52° 34' 39" East 1,482.02 feet to the terminus of this centerline description (Station 138+17.07), which bears North 69° 43' 59" East 79.14 feet from a found 5/8" iron rod with yellow plastic cap stamped "Swenson LS 2596" at R/W 806+05.00 47.00' as shown on Survey Number 4,515, Columbia County Survey Records.

The parcel of land to which this description applies contains 2,726 square feet, more or less, excepting therefrom the existing right-of-way of Gable Road.

The bearings of this description are based on Oregon Coordinate Reference System, Columbia River West zone.

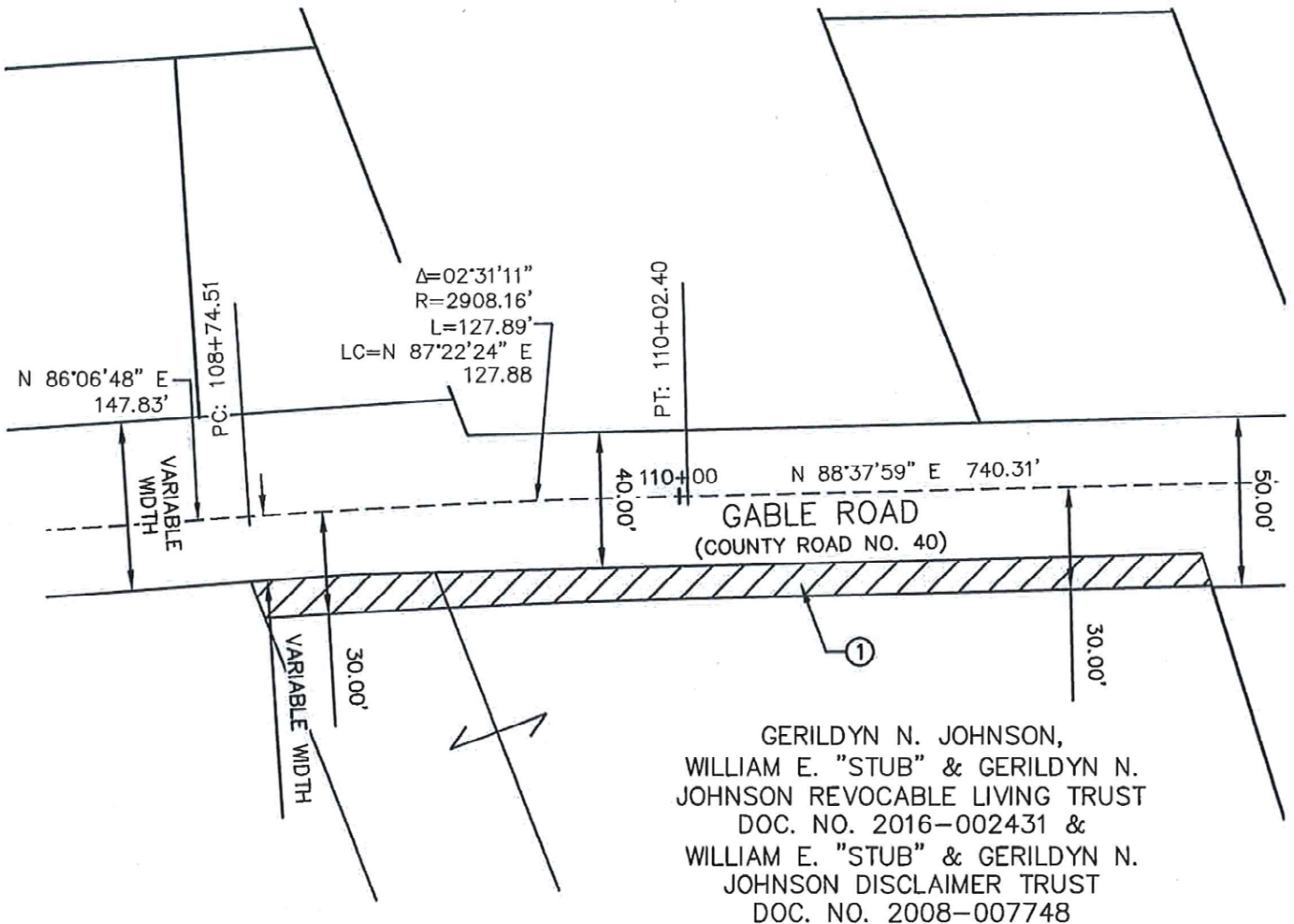


*NGO S. TSOI*





RENEWS: 6/30/20

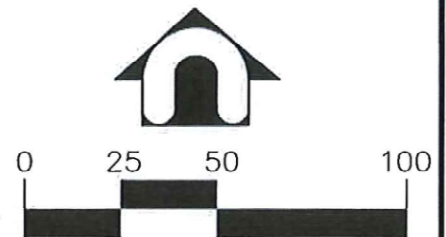
NW 1/4 OF SECTION 8  
T.4N. R.1W. W.M.



GERILDYN N. JOHNSON,  
WILLIAM E. "STUB" & GERILDYN N.  
JOHNSON REVOCABLE LIVING TRUST  
DOC. NO. 2016-002431 &  
WILLIAM E. "STUB" & GERILDYN N.  
JOHNSON DISCLAIMER TRUST  
DOC. NO. 2008-007748

**LEGEND**

-  ① RIGHT-OF-WAY DEDICATION  
2,726 SQ. FT. (0.063 ACRES)
-  CONSTRUCTION CENTERLINE




**DAVID EVANS  
AND ASSOCIATES INC.**  
2100 SW River Parkway  
Portland Oregon 97201  
Phone: 503.223.6663

PROJECT	EXHIBIT B			SHEET
TITLE	GABLE ROAD			1
	FILE 9			OF
DWG. REF.	PROJECT	SCALE	AMENDMENT NO.	1
SV-EM-09-CMCD0004	CMCD0000-0004	1" = 50'	0	
DRAWN BY	DESIGN BY	APPROVED BY	DATE	
TAS	TXI	SCW	09/12/2018	

GRANTOR'S NAME AND ADDRESS:  
Joryco Oregon LLC  
2580 Gable Road  
Saint Helens, OR 97051

EXHIBIT 9

AFTER RECORDING, RETURN TO GRANTEE:  
Columbia County, Oregon  
c/o Office of County Counsel  
Columbia County Courthouse  
230 Strand, Room 318  
St. Helens, OR 97051

**DEDICATION DEED**

Joryco Oregon, LLC, an Oregon limited liability company, the undersigned Grantors, Owners of certain real property situated in Columbia County, Oregon, do hereby forever dedicate to the public for public road and utility purposes, the land that is described in Exhibit A, attached hereto and incorporated herein by this reference, and depicted in Exhibit B, attached hereto and incorporated herein by this reference.

To have and to hold the above-described and dedicated rights unto the public forever for public road and utility purposes.

Grantors hereby covenant that they are the owners in fee simple and that they have good and legal right to grant the above-described rights.

The true and actual consideration for this conveyance is sixteen thousand dollars (\$16,000.00).

Dated this 29<sup>th</sup> day of January, 2019.

Joryco Oregon, LLC, an Oregon limited liability company

By Joel McCloud  
Manager

STATE OF CALIFORNIA )  
                                  ) ss.  
County of Los Angeles )

**ACKNOWLEDGMENT**

Dated 01/29/ 2019. Personally, appeared Joel McCloud, who, being sworn, stated that they are the manager of Joryco Oregon, LLC, and Oregon limited liability company, instrument was voluntarily signed on behalf of the corporation by authority of its Board of Directors. Before me:



Tristan Paul Partida  
Notary Public for California  
My Commission Expires: 01/12/2022

**ACCEPTANCE**

Columbia County, a political subdivision of the State of Oregon, by and through its Board of County Commissioners, hereby accepts the above dedication of land from Joryco Oregon, LLC, an Oregon limited liability company for public road and utility purposes forever on behalf of the public.

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

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

By: \_\_\_\_\_  
Board of Commissioners, Chair

By: \_\_\_\_\_  
Board of Commissioners, Member

By: \_\_\_\_\_  
Board of Commissioners, Member





## EXHIBIT A

Gable Road Sidewalk and Bike Lane Project  
Columbia County  
September 7, 2018

File No. 11  
Tax Map 040105CD  
Tax Lot 1400

### PARCEL 1 (RIGHT-OF-WAY DEDICATION)

A parcel of land situate in the southwest one-quarter of Section 5 and in the John McNulty DLC No. 50 in Township 4 North, Range 1 West of the Willamette Meridian, City of St. Helens, Columbia County, Oregon and being a portion of that property described as Parcels 1 and 2 and conveyed to Joryco Oregon, LLC, an Oregon limited liability company in that Statutory Warranty Deed, recorded March 30, 2018 as Document Number 2018-02580, Columbia County Clerk's Office; said parcel being that portion of said property included in a strip of land 30.00 feet wide and lying on the northerly side of the construction centerline for Gable Road, which centerline is described below.

### CONSTRUCTION CENTERLINE DESCRIPTION OF A PORTION OF GABLE ROAD

A construction centerline situate in the southwest one-quarter of Section 5, the northwest and northeast one-quarters of Section 8, and in the John McNulty DLC No. 50, Township 4 North, Range 1 West of the Willamette Meridian, City of St. Helens, Columbia County, Oregon.

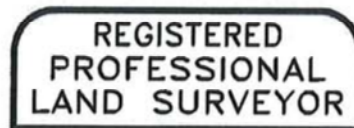
Beginning at a point in Gable Road (County Road No. 40), which bears South 88° 46' 31" East 11.45 feet from a found 5/8" iron rod with a yellow plastic cap in a monument box at the intersection of said Gable Road and Parkwood Drive as shown on Parkwood Crossing Phase 1, recorded November 24, 1997 in Plat Book 4, Pages 93-97 as Instrument No. 97-12782, Columbia County Plat Records, said point being Station 100+00.00 for the purpose of this description; thence North 87° 19' 55" East 216.75 feet to a point of curvature (Station 102+16.75); thence on the arc of a 23,975.35 foot radius curve to the left, through a central angle of 01° 13' 07", an arc distance of 509.93 feet (the long chord of which bears North 86° 43' 22" East 509.92 feet) to a point of tangency (Station 107+26.68); thence North 86° 06' 48" East 147.83 feet to a point of curvature (Station 108+74.51); thence on the arc of a 2,908.16 foot radius curve to the right, through a central angle of 02° 31' 11", an arc distance of 127.89 feet (the long chord of which bears North 87° 22' 24" East 127.88 feet) to a point of tangency (Station 110+02.40); thence North 88° 37' 59" East 740.31 feet to a point of curvature (Station 117+42.71); thence on the arc of a 939.99 foot radius curve to the right, through a central angle of 14° 14' 24", an arc distance of 233.62 feet (the long chord of which bears South 84° 14' 49" East 233.02 feet) to a point of tangency (Station 119+76.33); thence South 77° 07' 37" East 173.35 feet to a point of curvature (Station 121+49.68); thence on the arc of a 432.63 foot radius curve to the right, through a central angle of 24° 32' 58", an arc distance of 185.37 feet (the long chord of which bears South 64° 51' 08" East 183.95 feet) to a point of tangency (Station



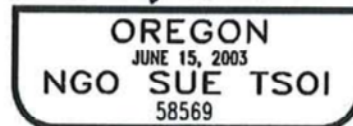
123+35.05); thence South 52° 34' 39" East 1,482.02 feet to the terminus of this centerline description (Station 138+17.07), which bears North 69° 43' 59" East 79.14 feet from a found 5/8" iron rod with yellow plastic cap stamped "Swenson LS 2596" at R/W 806+05.00 47.00' as shown on Survey Number 4,515, Columbia County Survey Records.

The parcel of land to which this description applies contains 1,579 square feet, more or less, excepting therefrom the existing right-of-way of Gable Road.

The bearings of this description are based on Oregon Coordinate Reference System, Columbia River West zone.

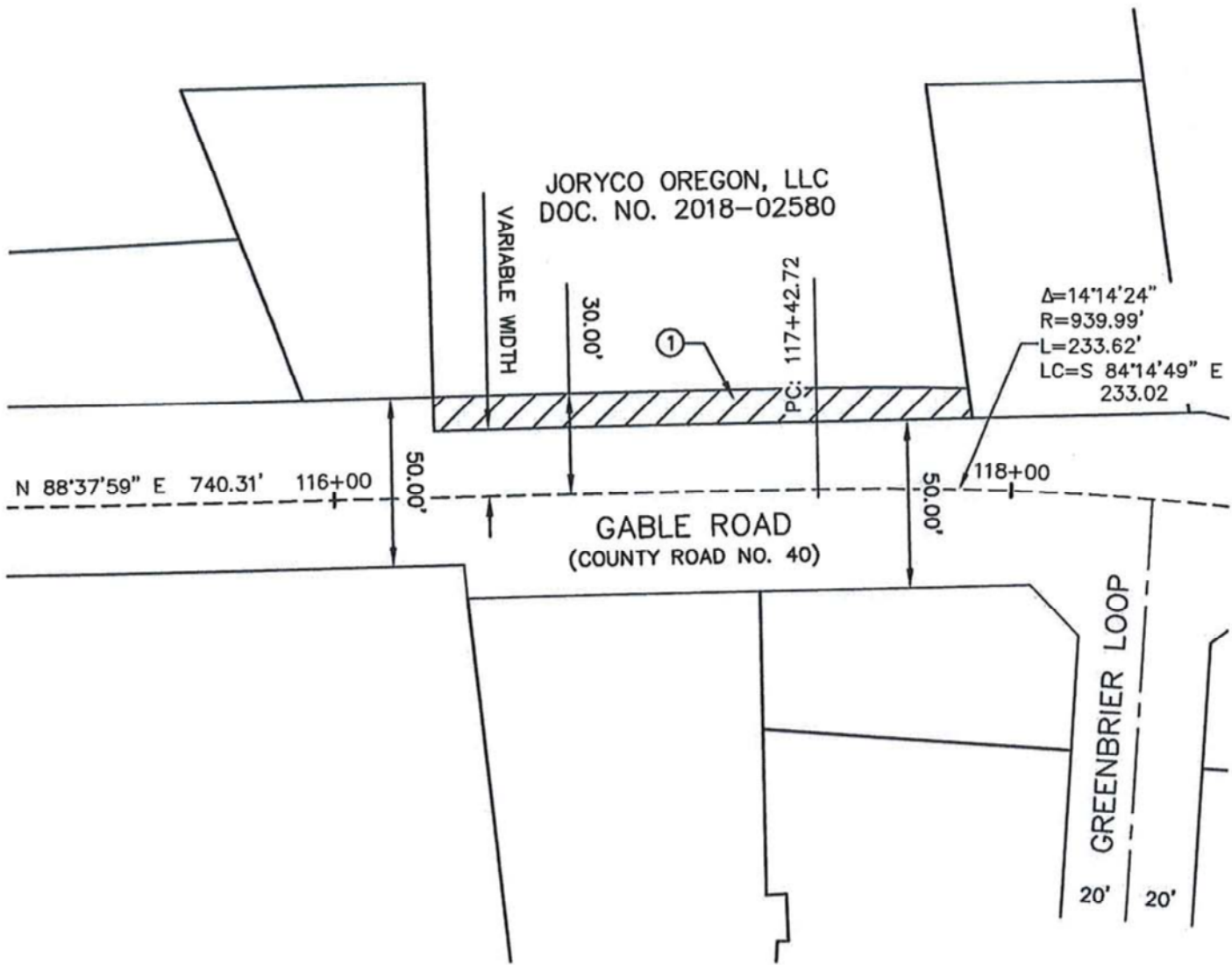


*Ng S. Tsoi*



RENEWS: 6/30/20

SW 1/4 OF SECTION 5  
T.4N. R.1W. W.M.



JORYCO OREGON, LLC  
DOC. NO. 2018-02580


VARIABLE WIDTH

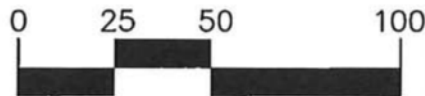
GABLE ROAD  
(COUNTY ROAD NO. 40)

GREENBRIER LOOP

20' 20'

**LEGEND**

-  ① RIGHT-OF-WAY DEDICATION  
1,579 SQ. FT. (0.036 ACRES)
- CONSTRUCTION CENTERLINE



**DAVID EVANS  
AND ASSOCIATES INC.**

2100 SW River Parkway  
Portland Oregon 97201  
Phone: 503.223.6663

PROJECT **EXHIBIT B** SHEET  
TITLE **GABLE ROAD** **1**  
**FILE 11** **OF**

DWG. REF. SV-EM-11-CMCD0004	PROJECT CMCD0000-0004	SCALE 1" = 50'	AMENDMENT NO. 0
DRAWN BY TAS	DESIGN BY TXI	APPROVED BY SCW	DATE 09/07/2018

**1**  
**OF**  
**1**

GRANTOR'S NAME AND ADDRESS:

LB Land Inc  
2695 Gable Road  
Saint Helens, OR 97051

EXHIBIT 10

AFTER RECORDING, RETURN TO GRANTEE:

Columbia County, Oregon  
c/o Office of County Counsel  
Columbia County Courthouse  
230 Strand, Room 318  
St. Helens, OR 97051

**DEDICATION DEED**

LB Land, Inc., an Oregon Corporation, the undersigned Grantors, Owners of certain real property situated in Columbia County, Oregon, do hereby forever dedicate to the public for public road and utility purposes, the land that is described in Exhibit A, attached hereto and incorporated herein by this reference, and depicted in Exhibit B, attached hereto and incorporated herein by this reference.

To have and to hold the above-described and dedicated rights unto the public forever for public road and utility purposes.

Grantors hereby covenant that they are the owners in fee simple and that they have good and legal right to grant the above-described rights.

The true and actual consideration for this conveyance is nineteen thousand two hundred dollars. (\$19,200.00).

Dated this 7 day of Feb, 2019.

  
LB Land, Inc., an Oregon Corporation, Grantor

STATE OF OREGON )  
) ss.  
County of Columbia )

**ACKNOWLEDGMENT**

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of February, 2019 by LB Land, Inc., an Oregon Corporation.



  
Notary Public for Oregon  
My Commission Expires: 1/11/21

**ACCEPTANCE**

Columbia County, a political subdivision of the State of Oregon, by and through its Board of County Commissioners, hereby accepts the above dedication of land from LB Land, Inc., an Oregon Corporation for public road and utility purposes forever on behalf of the public.

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

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

By: \_\_\_\_\_  
Board of Commissioners, Chair

By: \_\_\_\_\_  
Board of Commissioners, Member

By: \_\_\_\_\_  
Board of Commissioners, Member



## EXHIBIT A

Gable Road Sidewalk and Bike Lane Project  
Columbia County  
September 11, 2018

File No. 8  
Tax Map 040108BB  
Tax Lot 600

### PARCEL 1 (RIGHT-OF-WAY DEDICATION)

A parcel of land situate in the northwest one-quarter of Section 8 and in the John McNulty DLC No. 50 in Township 4 North, Range 1 West of the Willamette Meridian, City of St. Helens, Columbia County, Oregon and being a portion of that property described as Parcel 1 and conveyed to LB Land, Inc., an Oregon Corporation in that Statutory Warranty Deed, recorded December 23, 1997 as Fee Number 97-13852, Columbia County Clerk's Office; said parcel being that portion of said property included in a strip of land 30.00 feet wide and lying on the southerly side of the construction centerline for Gable Road, which centerline is described below.

### CONSTRUCTION CENTERLINE DESCRIPTION OF A PORTION OF GABLE ROAD

A construction centerline situate in the southwest one-quarter of Section 5, the northwest and northeast one-quarters of Section 8, and in the John McNulty DLC No. 50, Township 4 North, Range 1 West of the Willamette Meridian, City of St. Helens, Columbia County, Oregon.

Beginning at a point in Gable Road (County Road No. 40), which bears South 88° 46' 31" East 11.45 feet from a found 5/8" iron rod with a yellow plastic cap in a monument box at the intersection of said Gable Road and Parkwood Drive as shown on Parkwood Crossing Phase 1, recorded November 24, 1997 in Plat Book 4, Pages 93-97 as Instrument No. 97-12782, Columbia County Plat Records, said point being Station 100+00.00 for the purpose of this description; thence North 87° 19' 55" East 216.75 feet to a point of curvature (Station 102+16.75); thence on the arc of a 23,975.35 foot radius curve to the left, through a central angle of 01° 13' 07", an arc distance of 509.93 feet (the long chord of which bears North 86° 43' 22" East 509.92 feet) to a point of tangency (Station 107+26.68); thence North 86° 06' 48" East 147.83 feet to a point of curvature (Station 108+74.51); thence on the arc of a 2,908.16 foot radius curve to the right, through a central angle of 02° 31' 11", an arc distance of 127.89 feet (the long chord of which bears North 87° 22' 24" East 127.88 feet) to a point of tangency (Station 110+02.40); thence North 88° 37' 59" East 740.31 feet to a point of curvature (Station 117+42.71); thence on the arc of a 939.99 foot radius curve to the right, through a central angle of 14° 14' 24", an arc distance of 233.62 feet (the long chord of which bears South 84° 14' 49" East 233.02 feet) to a point of tangency (Station 119+76.33); thence South 77° 07' 37" East 173.35 feet to a point of curvature (Station 121+49.68); thence on the arc of a 432.63 foot radius curve to the right, through a central angle of 24° 32' 58", an arc distance of 185.37 feet (the long chord of which bears South 64° 51' 08" East 183.95 feet) to a point of tangency (Station



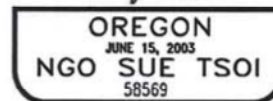
123+35.05); thence South 52° 34' 39" East 1,482.02 feet to the terminus of this centerline description (Station 138+17.07), which bears North 69° 43' 59" East 79.14 feet from a found 5/8" iron rod with yellow plastic cap stamped "Swenson LS 2596" at R/W 806+05.00 47.00' as shown on Survey Number 4,515, Columbia County Survey Records.

The parcel of land to which this description applies contains 1,466 square feet, more or less, excepting therefrom the existing right-of-way of Gable Road.

The bearings of this description are based on Oregon Coordinate Reference System, Columbia River West zone.

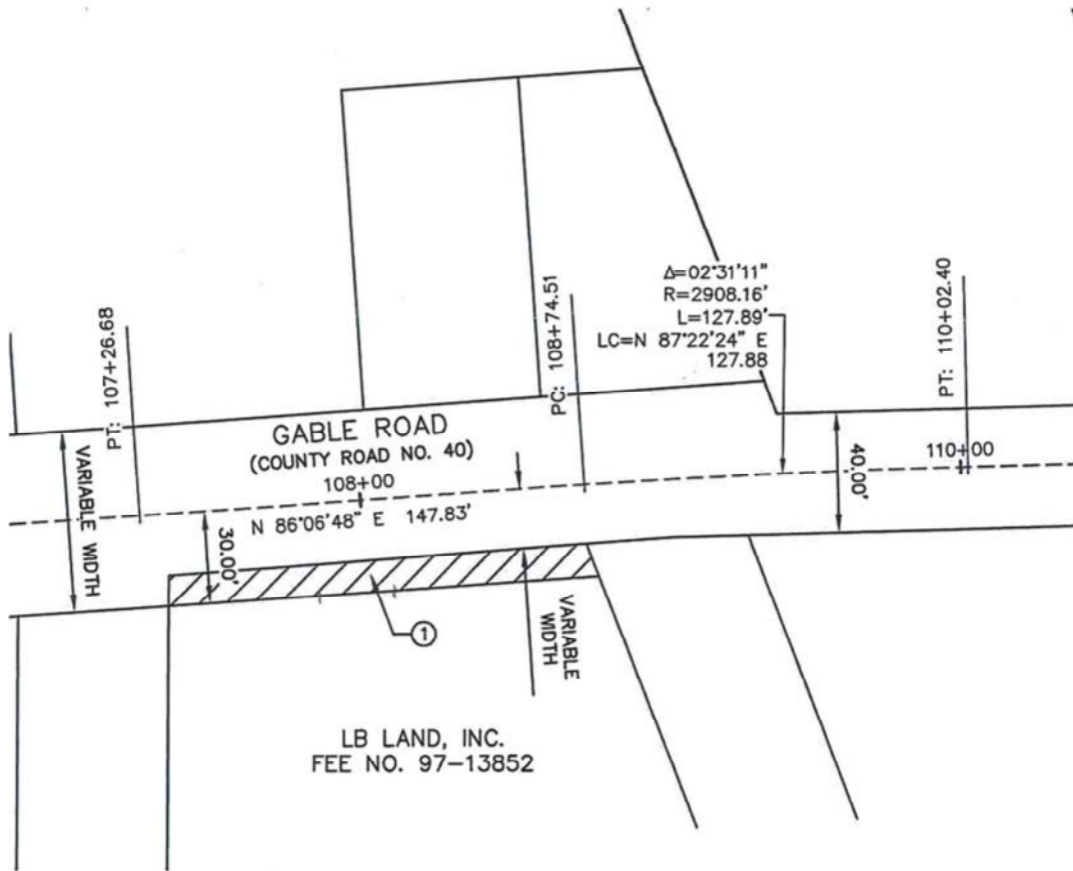


*Sue Tsoi*





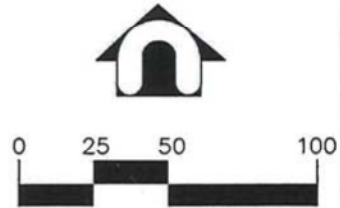
RENEWS: 6/30/20


NW 1/4 OF SECTION 8  
T.4N. R.1W. W.M.



**LEGEND**

-  ① RIGHT-OF-WAY DEDICATION  
1,466 SQ. FT. (0.034 ACRES)
-  CONSTRUCTION CENTERLINE



 <b>DAVID EVANS AND ASSOCIATES INC.</b> 2100 SW River Parkway Portland Oregon 97201 Phone: 503.223.6663	PROJECT	EXHIBIT B		SHEET
	TITLE	GABLE ROAD		1
		FILE 8		OF
DWG. REF.	PROJECT	SCALE	AMENDMENT NO.	1
SV-EM-08-CMCD0004	CMCD0000-0004	1" = 50'	0	
DRAWN BY	DESIGN BY	APPROVED BY	DATE	
TAS	TXI	SCW	09/11/2018	

GRANTOR'S NAME AND ADDRESS:  
Bonnylee and Gilbert Lawson MacKenzie  
845 Cedaroak St  
Saint Helens, OR 97051

EXHIBIT 11

AFTER RECORDING, RETURN TO GRANTEE:  
Columbia County, Oregon  
c/o Office of County Counsel  
Columbia County Courthouse  
230 Strand, Room 318  
St. Helens, OR 97051

**DEDICATION DEED**

Bonnylee MacKenzie and Gilbert Lawson MacKenzie, as tenants by the entirety, the undersigned Grantors, Owners of certain real property situated in Columbia County, Oregon, do hereby forever dedicate to the public for public road and utility purposes, the land that is described in Exhibit A, attached hereto and incorporated herein by this reference, and depicted in Exhibit B, attached hereto and incorporated herein by this reference.

To have and to hold the above-described and dedicated rights unto the public forever for public road and utility purposes.

Grantors hereby covenant that they are the owners in fee simple and that they have good and legal right to grant the above-described rights.

The true and actual consideration for this conveyance is ten thousand two hundred dollars. (\$10,200.00).

Dated this 1 day of March, 2019.

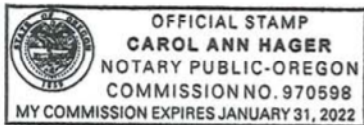
Bonnylee MacKenzie  
Bonnylee MacKenzie, as tenants by the entirety, Grantor

Gilbert Lawson MacKenzie  
Gilbert Lawson MacKenzie, as tenants by the entirety, Grantor

STATE OF OREGON )  
                                  ) ss.  
County of Columbia )

**ACKNOWLEDGMENT**

The foregoing instrument was acknowledged before me this 1 day of March, 2019 by Bonnylee MacKenzie, as tenants by the entirety.

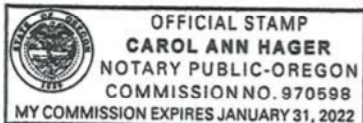


Carol Hager  
Notary Public for Oregon  
My Commission Expires: 1/31/22

STATE OF OREGON )  
                                  ) ss.  
County of Columbia )

**ACKNOWLEDGMENT**

The foregoing instrument was acknowledged before me this 1 day of March, 2019 by Gilbert Lawson MacKenzie, as tenants by the entirety.



Carol Hager  
Notary Public for Oregon  
My Commission Expires: 1/31/22



**ACCEPTANCE**

Columbia County, a political subdivision of the State of Oregon, by and through its Board of County Commissioners, hereby accepts the above dedication of land from Bonnylee MacKenzie and Gilbert Lawson MacKenzie, as tenants by the entirety, for public road and utility purposes forever on behalf of the public.

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

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

By: \_\_\_\_\_  
Board of Commissioners, Chair

By: \_\_\_\_\_  
Board of Commissioners, Member

By: \_\_\_\_\_  
Board of Commissioners, Member



**EXHIBIT A**

Gable Road Sidewalk and Bike Lane Project  
Columbia County  
September 11, 2018

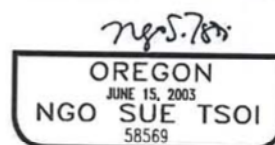
File No. 3  
Tax Map 040105CC  
Tax Lot 2800

PARCEL 1 (RIGHT-OF-WAY DEDICATION)

A parcel of land situate in the southwest one-quarter of Section 5 and in the John McNulty DLC No. 50 in Township 4 North, Range 1 West of the Willamette Meridian, City of St. Helens, Columbia County, Oregon and being a portion of that property conveyed to Bonnylee MacKenzie and Gilbert Lawson MacKenzie in that Statutory Bargain and Sale Deed, recorded June 26, 2006 as Document Number 2006-008448, Columbia County Clerk's Office; said parcel being that portion of said property described as follows:

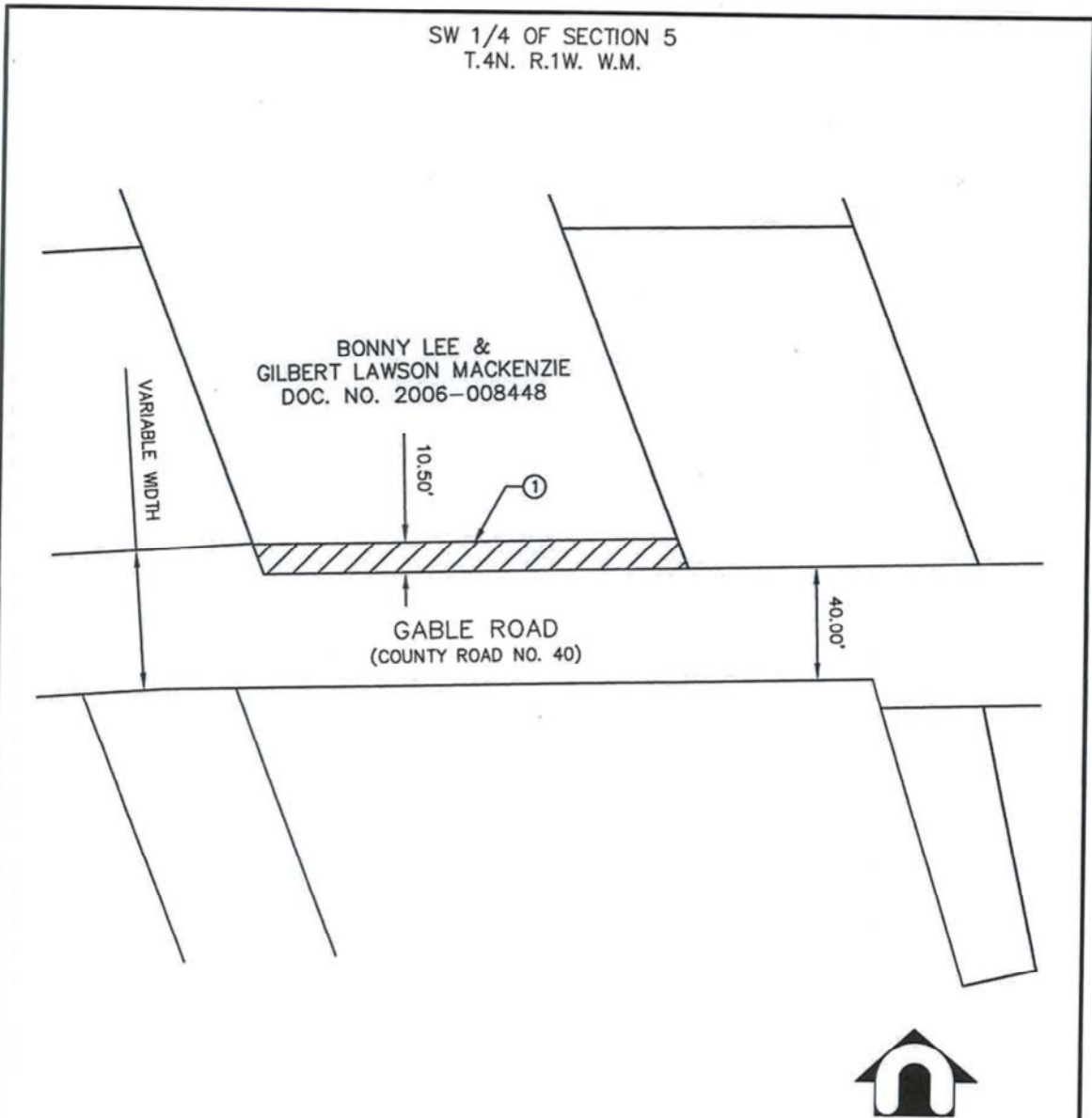
The south 10.50 feet of said property.

The parcel of land to which this description applies contains 1,572 square feet, more or less.

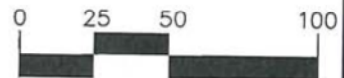


RENEWS: 6/30/20

SW 1/4 OF SECTION 5  
T.4N. R.1W. W.M.



**LEGEND**  
 ① RIGHT-OF-WAY DEDICATION  
 1,572 SQ. FT. (0.036 ACRES)



**DAVID EVANS AND ASSOCIATES INC.**  
 2100 SW River Parkway  
 Portland Oregon 97201  
 Phone: 503.223.6663

PROJECT	EXHIBIT B			SHEET
TITLE	GABLE ROAD			1
	FILE 3			OF
				1
DWG. REF.	PROJECT	SCALE	AMENDMENT NO.	
SV-EM-03-CMCD0004	CMCD0000-0004	1" = 50'	0	
DRAWN BY	DESIGN BY	APPROVED BY	DATE	
TAS	TXI	SCW	09/11/2018	

**GRANTOR'S NAME AND ADDRESS:**

NW Housing Authority  
2548 Gable Road  
Saint Helens, OR 97051

EXHIBIT 12

**AFTER RECORDING, RETURN TO GRANTEE:**

Columbia County, Oregon  
c/o Office of County Counsel  
Columbia County Courthouse  
230 Strand, Room 318  
St. Helens, OR 97051

**DEDICATION DEED**

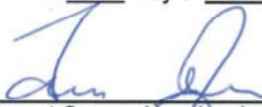
Northwest Oregon Housing Authority, An Oregon Non-Profit Corporation, as to Parcel 1, Northwest Housing Authority, an Oregon regional Housing Authority, as to Parcels 2 and 3, the undersigned Grantors, Owners of certain real property situated in Columbia County, Oregon, do hereby forever dedicate to the public for public road and utility purposes, the land that is described in Exhibit A, attached hereto and incorporated herein by this reference, and depicted in Exhibit B, attached hereto and incorporated herein by this reference.


To have and to hold the above-described and dedicated rights unto the public forever for public road and utility purposes.

Grantors hereby covenant that they are the owners in fee simple and that they have good and legal right to grant the above-described rights.

The true and actual consideration for this conveyance is fifteen thousand eight hundred dollars. (\$15,800.00).

Dated this 29<sup>th</sup> day of January, 2019.

  
\_\_\_\_\_  
Northwest Oregon Housing Authority, An Oregon Non-Profit Corporation,  
as to Parcel 1, Grantor

  
\_\_\_\_\_  
Northwest Housing Authority, an Oregon regional Housing Authority,  
as to Parcels 2 and 3, Grantor

STATE OF OREGON )

) ss.

**ACKNOWLEDGMENT**

County of Columbia )

The foregoing instrument was acknowledged before me this 29 day of January, 2019 by Northwest Oregon Housing Authority, An Oregon Non-Profit Corporation, as to Parcel 1.



Mistie See McDonley  
Notary Public for Oregon  
My Commission Expires: April 4, 2020

The foregoing instrument was acknowledged before me this 29 day of January, 2019 by Northwest Housing Authority, an Oregon regional Housing Authority, as to Parcels 2 and 3.



Mistie See McDonley  
Notary Public for Oregon  
My Commission Expires: April 4, 2020

**ACCEPTANCE**

Columbia County, a political subdivision of the State of Oregon, by and through its Board of County Commissioners, hereby accepts the above dedication of land from Northwest Oregon Housing Authority, An Oregon Non-Profit Corporation, as to Parcel 1, Northwest Housing Authority, an Oregon regional Housing Authority, as to Parcels 2 and 3, for public road and utility purposes forever on behalf of the public.

DATED this 29<sup>th</sup> day of January, 2019.

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

By: \_\_\_\_\_  
Board of Commissioners, Chair

By: \_\_\_\_\_  
Board of Commissioners, Member

By: \_\_\_\_\_  
Board of Commissioners, Member



## EXHIBIT A

Gable Road Sidewalk and Bike Lane Project  
Columbia County  
September 7, 2018

File No. 13  
Tax Map 040105CD  
Tax Lot 1600

### PARCEL 1 (RIGHT-OF-WAY DEDICATION)

A parcel of land situate in the southwest one-quarter of Section 5, the northwest one-quarter of Section 8 and in the John McNulty DLC No. 50 in Township 4 North, Range 1 West of the Willamette Meridian, City of St. Helens, Columbia County, Oregon and being a portion of that property conveyed to Northwest Oregon Housing Authority, an Oregon Non-Profit Corporation in that Statutory Warranty Deed, recorded February 16, 2018 as Document Number 2018-01393, and described as Parcel 2 and conveyed to Northwest Oregon Housing Authority, an Oregon regional Housing Authority in that Bargain and Sale Deed – Statutory Form, recorded November 18, 2016 as Document Number 2016-010070, both in Columbia County Clerk's Office; said parcel being that portion of said property included in a strip of land 30.00 feet wide and lying on the northerly side of the construction centerline for Gable Road, which centerline is described below.

### CONSTRUCTION CENTERLINE DESCRIPTION OF A PORTION OF GABLE ROAD

A construction centerline situate in the southwest one-quarter of Section 5, the northwest and northeast one-quarters of Section 8, and in the John McNulty DLC No. 50, Township 4 North, Range 1 West of the Willamette Meridian, City of St. Helens, Columbia County, Oregon.

Beginning at a point in Gable Road (County Road No. 40), which bears South 88° 46' 31" East 11.45 feet from a found 5/8" iron rod with a yellow plastic cap in a monument box at the intersection of said Gable Road and Parkwood Drive as shown in Parkwood Crossing Phase 1, recorded November 24, 1997 in Plat Book 4, Pages 93-97 as Instrument No. 97-12782, Columbia County Plat Records, said point being Station 100+00.00 for the purpose of this description; thence North 87° 19' 55" East 216.75 feet to a point of curvature (Station 102+16.75); thence on the arc of a 23,975.35 foot radius curve to the left, through a central angle of 01° 13' 07", an arc distance of 509.93 feet (the long chord of which bears North 86° 43' 22" East 509.92 feet) to a point of tangency (Station 107+26.68); thence North 86° 06' 48" East 147.83 feet to a point of curvature (Station 108+74.51); thence on the arc of a 2,908.16 foot radius curve to the right, through a central angle of 02° 31' 11", an arc distance of 127.89 feet (the long chord of which bears North 87° 22' 24" East 127.88 feet) to a point of tangency (Station 110+02.40); thence North 88° 37' 59" East 740.31 feet to a point of curvature (Station 117+42.71); thence on the arc of a 939.99 foot radius curve to the right, through a central angle of 14° 14' 24", an arc distance of 233.62 feet (the long chord of which bears South 84° 14' 49" East 233.02 feet) to a point of tangency (Station 119+76.33); thence South 77° 07' 37" East



173.35 feet to a point of curvature (Station 121+49.68); thence on the arc of a 432.63 foot radius curve to the right, through a central angle of  $24^{\circ} 32' 58''$ , an arc distance of 185.37 feet (the long chord of which bears South  $64^{\circ} 51' 08''$  East 183.95 feet) to a point of tangency (Station 123+35.05); thence South  $52^{\circ} 34' 39''$  East 1,482.02 feet to the terminus of this centerline description (Station 138+17.07), which bears North  $69^{\circ} 43' 59''$  East 79.14 feet from a found  $5/8''$  iron rod with yellow plastic cap stamped "Swenson LS 2596" at R/W 806+05.00 47.00' as shown on Survey Number 4,515, Columbia County Survey Records.

The parcel of land to which this description applies contains 1,669 square feet, more or less, excepting therefrom the existing right-of-way of Gable Road.

The bearings of this description are based on Oregon Coordinate Reference System, Columbia River West zone.

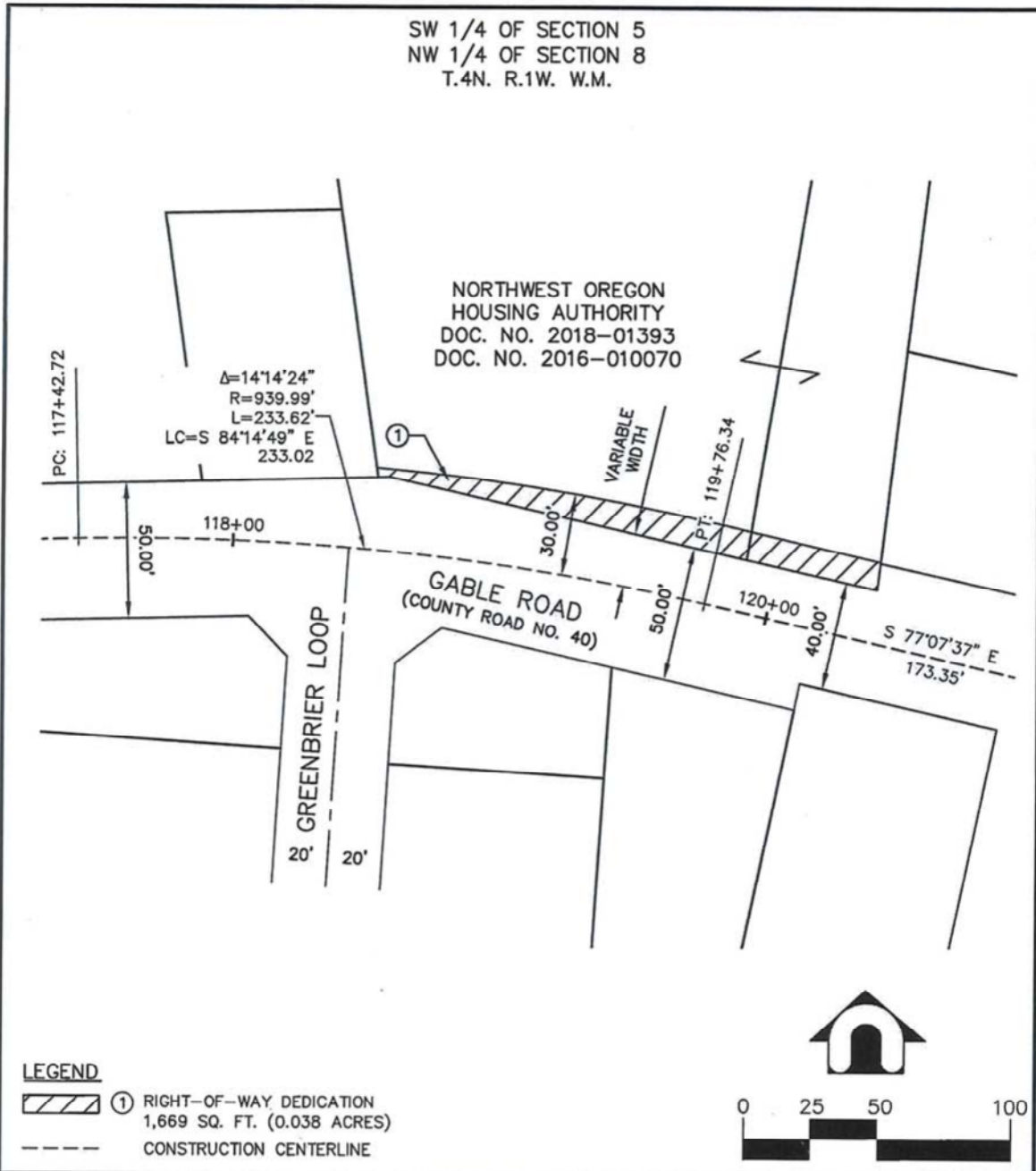
REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Sue Tsoi*



OREGON  
JUNE 15, 2003  
NGO SUE TSOI  
58569

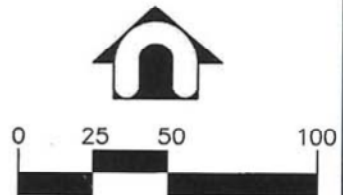
RENEWS: 6/30/20

SW 1/4 OF SECTION 5  
 NW 1/4 OF SECTION 8  
 T.4N. R.1W. W.M.



**LEGEND**

-  ① RIGHT-OF-WAY DEDICATION  
1,669 SQ. FT. (0.038 ACRES)
-  CONSTRUCTION CENTERLINE



**DE**  
**DAVID EVANS**  
**AND ASSOCIATES INC.**  
 2100 SW River Parkway  
 Portland Oregon 97201  
 Phone: 503.223.6663

<b>PROJECT</b>	<b>EXHIBIT B</b>			<b>SHEET</b>
<b>TITLE</b>	<b>GABLE ROAD</b>			<b>1</b>
	<b>FILE 13</b>			<b>OF</b>
<b>DWG. REF.</b>	<b>PROJECT</b>	<b>SCALE</b>	<b>AMENDMENT NO.</b>	<b>1</b>
SV-EM-13-CMCD0004	CMCD0000-0004	1" = 50'	0	
<b>DRAWN BY</b>	<b>DESIGN BY</b>	<b>APPROVED BY</b>	<b>DATE</b>	
TAS	TXI	SCW	09/07/2018	





**ACCEPTANCE**

Columbia County, a political subdivision of the State of Oregon, by and through its Board of County Commissioners, hereby accepts the above dedication of land from Anthony Stansbury and Samantha Stansbury, as tenants by the entirety, for public road and utility purposes forever on behalf of the public.

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

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

By: \_\_\_\_\_  
Board of Commissioners, Chair

By: \_\_\_\_\_  
Board of Commissioners, Member

By: \_\_\_\_\_  
Board of Commissioners, Member



**EXHIBIT A**

Gable Road Sidewalk and Bike Lane Project  
Columbia County  
September 11, 2018

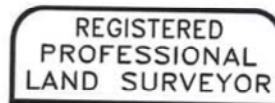
File No. 4  
Tax Map and Lot 040105CC -3000  
Tax Map and Lot 040105CD -2600

**PARCEL 1 (RIGHT-OF-WAY DEDICATION)**

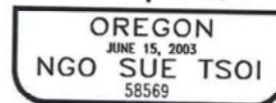
A parcel of land situate in the southwest one-quarter of Section 5 and in the John McNulty DLC No. 50 in Township 4 North, Range 1 West of the Willamette Meridian, City of St. Helens, Columbia County, Oregon and being a portion of that property described as Parcels 1 and 2 and conveyed to Anthony Stansbury and Samantha Stansbury, as tenants by the entirety in that Statutory Warranty Deed, recorded April 15, 2014 as Document Number 2014-002305, Columbia County Clerk's Office; said parcel being that portion of said property described as follows:

The south 10.50 feet of said property.

The parcel of land to which this description applies contains 2,327 square feet, more or less.



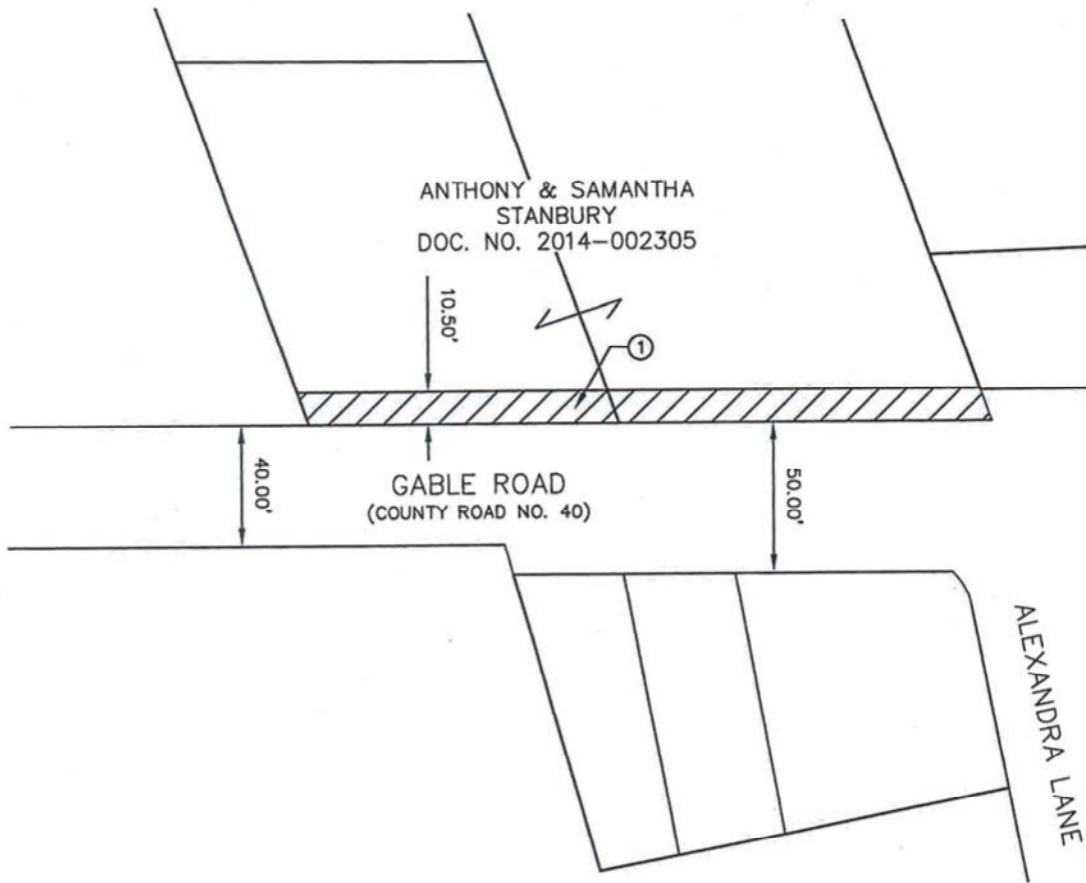
*Ng S. Tsoi*




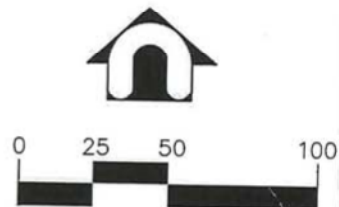
RENEWS: 6/30/20

SW 1/4 OF SECTION 5  
T.4N. R.1W. W.M.

ANTHONY & SAMANTHA  
STANBURY  
DOC. NO. 2014-002305



**LEGEND**  
 ① RIGHT-OF-WAY DEDICATION  
 2,327 SQ. FT. (0.053 ACRES)



**DE**  
**DAVID EVANS**  
**AND ASSOCIATES INC.**  
 2100 SW River Parkway  
 Portland Oregon 97201  
 Phone: 503.223.6663

<b>PROJECT</b>	EXHIBIT B			<b>SHEET</b>
<b>TITLE</b>	GABLE ROAD			1
	FILE 4			OF
<b>DWG. REF.</b>	<b>PROJECT</b>	<b>SCALE</b>	<b>AMENDMENT NO.</b>	1
SV-EM-04-CMCD0004	CMCD0000-0004	1" = 50'	0	
<b>DRAWN BY</b>	<b>DESIGN BY</b>	<b>APPROVED BY</b>	<b>DATE</b>	
TAS	TXI	SCW	09/11/2018	

**AFTER RECORDING, RETURN TO GRANTEE:**

Arturo Loret de Mola and Consuelo Concha Imana  
490 A. Street  
Vernonia, OR 97064

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 Arturo Loret de Mola and Consuelo Concha Imana, hereinafter called Grantee, all right, title and interest in and to that certain parcel of real property identified in Columbia County records as Map ID Nos. 4N4W05-DA-04701 and 4N4W05-DA-04400 and Tax Account Nos. 23425 and 23421, and more particularly described on Exhibit A hereto.

The true and actual consideration for this conveyance is \$19,486.00.

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. 10-2019 adopted on the \_\_\_\_ day of \_\_\_\_\_, 2019, 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 \_\_\_\_\_, 2019.

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

Approved as to form

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

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

STATE OF OREGON )  
  )  
County of Columbia )

ss.

ACKNOWLEDGMENT

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by Henry Heimuller, Chair, Board of County Commissioners of Columbia County, Oregon, on behalf of which the instrument was executed.

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

**EXHIBIT A**

**Legal Description for Map ID Nos 4N4W05-DA-04701 and 4N4W05-DA-04400  
and Tax Account Nos. 23425 and 23421**

23425

A tract of land in the Southeast quarter of Section 5 Township 4 North, Range 4 West, Willamette Meridian, Columbia County, Oregon, being more particularly described as follows:

Lot 8, Block 13, TOWN OF VERNONIA, Deed Volume J, Pages 114-117, Columbia County, and State of Oregon, together with that portion of vacated alley that inures thereto by reason of vacation thereof.

23421

A tract of land in the Southeast quarter of Section 5 Township 4 North, Range 4 West, Willamette Meridian, Columbia County, Oregon, being more particularly described as follows:

Lot 3, Block 6, ROSE ADDITION TO VERNONIA, Deed Volume K, Page 390, County of Columbia, State of Oregon.

**AFTER RECORDING, RETURN TO GRANTEE:**

Eric Olson  
31187 Dowd Road  
St. Helens, OR 97051

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 Eric Olson, 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. 4N2W02-00-03900 and Tax Account No. 29191, and more particularly described on Exhibit A hereto.

The true and actual consideration for this conveyance is \$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. 12-2019 adopted on the \_\_\_\_ day of \_\_\_\_\_, 2019, 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 \_\_\_\_\_, 2019.

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

Approved as to form

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

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

STATE OF OREGON        )  
                                  )    ss.  
County of Columbia )

ACKNOWLEDGMENT

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by Henry Heimuller, Chair, Board of County Commissioners of Columbia County, Oregon, on behalf of which the instrument was executed.

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

**EXHIBIT A**  
**Legal Description for Map ID No 4N2W02-00-03900 and**  
**Tax Account No. 29191**

A tract of land situated in the Southwest quarter of Section 2, Township 4 North, Range 2 West of the Willamette Meridian, Columbia County, Oregon, being more particularly described as follows:

**BEGINNING** at a point that is West a distance of 491.45 feet from the Southeast corner of the Northeast quarter of the Southwest quarter of said Section 2;  
Thence South 74°30' West a distance of 529.0 feet; thence North 79°48' West a distance of 285.0 feet to the West line of the Southeast quarter of the Southwest quarter of said Section 2;  
Thence North to the Northwest corner of Southeast quarter of Southwest quarter of said Section 2;  
Thence East along the South line of Northeast quarter of the Southwest quarter of said Section 2, to the point of beginning.

**EXCEPT** all roads.

**AFTER RECORDING, RETURN TO GRANTEE:**

City of Scappoose  
c/o City Manager  
33568 E. Columbia Avenue  
Scappoose, OR 97056

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

**QUITCLAIM DEED**

The **COUNTY OF COLUMBIA**, a political subdivision of the State of Oregon, hereinafter called Grantor, for the consideration hereinafter stated, does hereby release and quitclaim unto the City of Scappoose 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. **3117-000-00400** and Tax Account No. **5318** and more particularly described on Exhibit A, attached hereto and incorporated herein by this reference.

The true and actual consideration for this conveyance is other consideration received.

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.
- 4) If the property is used in a manner that is inconsistent with public park or public recreational use, the County or its successors and assigns may re-enter, and upon re-entry, the rights of the City and its successors and assigns shall terminate.
- 5) The City shall be responsible for changing the zoning of the Property from industrial to a zone that is consistent with public park and recreational use. If the City fails to submit an application for the zone change within two years of the date the Property is transferred to the City, the County or its successors and assigns may re-enter, and upon re-entry, the rights of the City and its successors and assigns shall terminate.



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, Grantor has executed this instrument this \_\_ day of \_\_\_\_\_, 20\_\_.

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

Approved as to form

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

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

STATE OF OREGON )  
) ss.  
County of Columbia )

ACKNOWLEDGMENT

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

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

Accepted by:  
City of Scappoose

By: \_\_\_\_\_  
Michael Sykes, City Manager

STATE OF OREGON )  
) ss.  
County of Columbia )

ACKNOWLEDGMENT

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Michael Sykes, City Manager, City of Scappoose, on behalf of which the instrument was executed.

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

**EXHIBIT A**  
**Legal Description**

**PARCEL 1:** Portions of Section 17, Township 3 North, Range 1 West, Willamette Meridian, Columbia County. Oregon described as:

That portion of Section 17 as described in Parcels 1 through 8 of deed from PORTLAND AND SOUTHWESTERN RAILROAD COMPANY to CROWN ZELLERBACH CORPORATION dated December 30, 1947 recorded in Book 97, Page 473, Deed Records of Columbia County, Oregon; **ALSO**, that portion of Section 17 as described by metes and bounds in Parcels A and B of deed dated January 16, 1947 recorded in Book 91, Page 515, Deed Records of Columbia County, Oregon; **ALSO** that portion of Section 17 as described by metes and bounds in deed dated February 6, 1964 recorded in Book 154, Page 251, Deed Records of Columbia County, Oregon.

Excepting therefrom any portion lying below the high water line of the Willamette Slough and Multnomah Channel.

Also excepting a tract of land in Section 17, Township 3 North, Range 1 West, Willamette Meridian, Columbia County, Oregon being more particularly described as follows:

All that portion of the Port of St. Helens tract as described in Parcel 1, Instrument No. 97-00606, Clerk's Records, Columbia County, Oregon being Northerly, Easterly and Downstream of the following described line: beginning at a 3/8" iron rod as shown on County Survey No. L-317 as per plat on file and of record in the Surveyor's Office, Columbia County, Oregon said iron rod being called South 1721.95 feet and East 1448.92 feet and North 08°48'00" West 97.91 feet from the Northwest corner of said Section 17; thence North 81°12'00" East a distance of 99.78 feet; thence

North 08°48'00" West a distance of 147.52 feet to a 5/8" iron rod as shown on said County Survey No. L-317; thence North 81°05'02" East a distance of 60.07 to a 5/8" iron rod as shown on said County Survey No. L-317 at the Southeast corner of the County Road and the true point of beginning of the following described line; thence South 08°57'59" East a distance of 33.05 feet to a 5/8" iron rod with yellow plastic cap marked "REYNOLDS LAND SURVEYING, INC."; thence North 41°14'31" East a distance of 132.09 feet to a 5/8" iron rod with yellow plastic cap marked "REYNOLDS LAND SURVEYING, INC."; thence North 52°43'43" East a distance of 223.70 feet to a 5/8" iron rod with yellow plastic cap marked "REYNOLDS LAND SURVEYING, INC."; thence South 36°41'34" East a distance of 120.84 feet to a 5/8" iron rod with yellow plastic cap marked "REYNOLDS LAND SURVEYING, INC."; thence continuing South 36°41'34" East to the center of the Willamette Slough/Multnomah Channel and the end of the line described herein.

Together with a tract of land in Section 17, Township 3 North, Range 1 West, Willamette Meridian, Columbia County, Oregon being more particularly described as follows:

All that portion of the Anthony P. Loos, Trustee (or any successor Trustee) of the C. H. Loos Revocable Trust - Credit Shelter By-Pass Fund, under Agreement dated November 7, 1991 tract as described in, Instrument No. 93-11296, Clerk's Records, Columbia County, Oregon lying Southerly, Westerly and Upstream of the following described line: beginning at a 3/8" iron rod as shown on County Survey No. L-317 as per plat on file and of record in the Surveyor's Office, Columbia County, Oregon said iron rod being called South 1721.95 feet and East 1448.92 feet and North 08°48'00" West 97.91 feet from the Northwest corner of said Section 17; thence North 81°12'00" East a distance of 99.78 feet; thence North 08°48'00" West a distance of 147.52 feet to a 5/8" iron rod as shown on said County Survey No. L-317; thence North 81°05'02" East a distance of 60.07 to a 5/8" iron rod as shown on said County Survey No. L-317 at the Southeast corner of the County Road and the true point of beginning of the following described line; thence South 08°57'59" East a distance of 33.05 feet to a 5/8" iron rod with yellow plastic cap marked "REYNOLDS LAND SURVEYING, INC."; thence North 41°14'31" East a distance of 132.09 feet to a 5/8" iron rod with yellow plastic cap marked "REYNOLDS LAND SURVEYING, INC."; thence North 52°43'43" East a distance of 223.70 feet to a 5/8" iron rod with yellow plastic cap marked "REYNOLDS LAND SURVEYING, INC."; thence South 36°41'34" East a distance of 120.84 feet to a 5/8" iron rod with yellow plastic cap marked "REYNOLDS LAND SURVEYING, INC."; thence continuing South 36°41'34" East to the center of the Willamette Slough/Multnomah Channel and the end of the line described herein.

**PARCEL 2:** Those portion of Sections 7 and 8, Township 3 North, Range 1 West, Willamette Meridian, Columbia County, Oregon as described in Parcels 1 through 8 of deed from PORTLAND AND SOUTHWESTERN RAILROAD COMPANY to CROWN ZELLERBACH CORPORATION dated December 30, 1947 recorded in Book 97, Page 473, Deed Records of Columbia County, Oregon.

**EXCEPTING THEREFROM:** That portion of the above described tract which falls within the boundaries of the City of Scappoose tract as described in Parcel 1 of Instrument No. 02-08446, Clerk's Records, Columbia County, Oregon

PERSONAL SERVICES CONTRACT (ORS Chapter 279B)

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

WITNESSETH:

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

1. Effective Date. This Agreement is effective on the date last signed below.
2. Completion Date. The completion date for this Agreement shall be no later than one (1) year from the Effective Date.
3. Contractor's Services. Contractor agrees to provide the services described in the Contractor's Proposal, a copy of which is attached hereto, labeled Exhibit "A" and incorporated herein by this reference. In case of conflict between Contractor's Proposal and this Agreement, this Agreement shall control.
4. Consideration. County shall pay Contractor on a time and materials basis, \$50.00 per hour in an amount not to exceed twenty-five thousand dollars (\$25,000), said amount to be the complete compensation to Contractor for the services performed under this Agreement. This fee shall include all expenses. Unless otherwise agreed to in writing by the parties, payment shall be made for each Phase completed based upon invoices submitted by Contractor. This Agreement is subject to the appropriation of funds by County, and/or the receipt of funds from state and federal sources. In the event sufficient funds shall not be appropriated, and/or received, by County for the payment of consideration required to be paid under this Agreement, then County may terminate this Agreement in accordance with Section 17 of this Agreement.
5. Contract Representatives. Contract representatives for this Agreement shall be:

FOR COUNTY

Janet Evans, Director  
Department of Community Justice  
901 Port Avenue  
St. Helens, Oregon 97051

FOR CONTRACTOR

Scott Taylor  
JUSTUS  
2307 N. Maple  
Canby, Oregon 97013

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



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

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

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

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

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

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

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

sole proprietor under ORS 656.128.

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

A. Contractor shall:

(1) Make payment promptly, as due, to all persons supplying to Contractor labor or material for the performance of the work provided for in this Agreement. [ORS 279B.220 (1)]

(2) Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or any subcontractor incurred in the performance of this Agreement. [ORS 279B.220 (2)]

(3) Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished. [ORS 279B.220 (3)]

(4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. [ORS 279.220 (4)]

B. Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness and injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that Contractor collects or deducts from the wages of employees under any law, contract or agreement for the purpose of providing or paying for such services. [ORS 279B.230 (1)]

C. Contractor shall pay Contractor's employees who work under this Agreement at least time and a half for all overtime the employees work in excess of 40 hours in any one week, except for employees under a personal services public contract who excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime. [ORS 279B.235 (3)]

D. Contractor shall notify in writing employees who work on this Agreement, either at the time of hire or before work begins on this Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the contractor may require the employees to work. [ORS 279B.235 (2)]

E. All subject employers working under this Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. [ORS 279B.230 (2)]

F. This Agreement is expressly subject to the debt limitation of Oregon

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

11. Non-Discrimination. Contractor agrees that no person shall, on the grounds of race, color, creed, religion, national origin, sex, sexual orientation, marital status, handicap, age, or any other characteristic protected by law, suffer discrimination in the performance of this Agreement when employed by Contractor. Contractor certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business enterprise that is certified under ORS 200.055 in awarding a subcontract.

12. Tax Compliance. As required by ORS 279B.045, Contractor represents and warrants that Contractor has complied with the tax laws of this state and all political subdivisions of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318. Contractor shall continue to comply with the tax laws of this state and all political subdivisions of this state during the term of the public contract. Contractor's failure to comply with the tax laws of this state or a political subdivision of this state before the Contractor executes this Agreement or during the term of this Agreement is a default for which County may terminate this Agreement and seek damages and other relief available under the terms of this Agreement or under applicable law. Contractor hereby certifies, under penalty of perjury, as provided in ORS 305.385(6), that to Contractor's knowledge, Contractor is not in violation of any of the tax laws of this state or political subdivision of this state, including but not limited to ORS 305.380(4).

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

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

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

16. Insurance. Contractor shall maintain commercial general liability and property damage insurance in an amount of not less than \$2,000,000 per occurrence to protect

County, its officers, agents, and employees. Contractor shall provide County a certificate or certificates of insurance in the amounts described above which names County, its officers, agents and employees as additional insureds. Such certificate or certificates shall be accompanied by an additional insured endorsement. Contractor agrees to notify County immediately upon notification to Contractor that any insurance coverage required by this paragraph will be canceled, not renewed or modified in any material way, or changed to make the coverage no longer meet the minimum requirements of this Contract.

17. Termination. This Agreement may be terminated at any time in whole or in part by mutual consent of both parties. The County may terminate this Agreement, effective upon delivery of written notice to Contractor, or at such later date as may be established by the County under the following conditions:

- A. If Contractor fails to perform the work in a manner satisfactory to County.
- B. If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
- C. If funding becomes inadequate to allow the work to continue in accordance with the project schedule.

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

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

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

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

and the copyright to all such documents.

20. Mediation. In the event of a dispute between the parties arising out of or relating to this Contract, the parties agree to submit such dispute to a mediator agreed to by both parties as soon as practicable after the dispute arises, and preferably before commencement of litigation or any permitted arbitration. The parties agree to exercise their best efforts in good faith to resolve all disputes in mediation.

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

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

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

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

25. 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.

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

CONTRACTOR:

OWNER:

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

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

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

Name: \_\_\_\_\_

Henry Heimuller, Chair

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

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

Margaret Magruder, Commissioner

Approved as to form

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

Alex Tardif, Commissioner

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

Office of County Counsel

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

## EXHIBIT "A"

### **Columbia County Scope of Work Proposal**

Justus Consortium would work with Columbia County Department of Community Justice to assess the level of evidence-based practice that currently operates within the Department. After assessment, as appropriate, those areas where improvement is desired would be targeted as priorities to begin adjusting practices.

Justus is a consulting consortium that has a large number of nationally and professionally recognized individuals available to address areas of concern where their expertise may be of assistance.

The work would be approached in phases and as each phase of improvement is addressed, the next area can be considered for consultation.

There are a number of overarching practices that have been identified as evidence-based in that research has shown, when practiced with fidelity, an organization can improve the success rate of those under supervision. The practices have been grouped into 6 key areas.

1. Cultural Alignment and Readiness: The organization's operating structure, energy, attitudes and ability to move forward with evidence-based practices or best practices. This set of questions also looks at the communication flows, and looks at staff ability to engage leadership and address concerns.
2. Assessments: The use of risk assessments for those under supervision both in determining the level of risk to fail and in designing the case plans to intervene in those behaviors that lead to new offenses; also the workload distribution and ability to meet policies.
3. Effective Staff-Offender Interactions: The focus of the supervision and dynamics between officers and those under supervision and the utilization of evidence-based practices to improve accountability, dosage, swift and sure responses and incentives when appropriate.
4. Continuum of Programming: Type of programming and contracting utilized and the relationship between the services and EBP. The availability of Cognitive Based Treatment.
5. Quality Assurance/Performance Data: The level to which the organization collects and utilizes data to improve performance and to identify areas of existing quality performance.
6. Organizational Supports: This looks at the organizational investment in EBP and the daily reinforcement of EBP within the department.

## **Phase 1**

The initial assessment will examine the above 6 key areas that are found to drive the implementation of evidence-based practices.

The assessment would consist of staff and management participating in sessions using an anonymous participation checklist used by the American Probation and Parole Association (APPA) and the ranking of 60 questions. Results will then be reviewed with staff and management. In addition, the consultants would spend some time on site reviewing existing data and operations in an effort to determine alignment of perception and reality.

## **Phase 2-6**

Phase 2-6 would consist of identifying which area for improvement is the priority to the Department and selecting the consultants who would then be contracted to address that area. Understanding that no one area stands alone, there would likely be some overlap and development as the phases move forward.

Each phase would include a written report and recommendations for next steps. In addition where desired and appropriate follow up by the consultants over a several month period to assist in any changes to practice and assistance in data analysis to provide objective feedback.

## **COSTS:**

**Justus consortium:** A fee is charged for the contracting and coordinating of consultants and to ensure contractor expectations are met. If the cost for a phase reaches \$4,000, the Director will be notified and may choose to continue that phase or move to the next chosen phase.

**Phase 1.** The expectation is that this would be a 2 day on site process. First it would involve all staff in one of 4 hour sessions for the initial checklist scoring. Second, three to four consultants will spend a day or two looking at data, interviewing staff and management. Finally, an oral and written summary report will be produced, with recommendations for next steps.

**Phases 2-6:** The time and requirements for each of these phases will be determined after consultation with the Department. The Department may decide that all six areas are not necessary to implement improvements, and can terminate the remaining phases and contract at any time. As consultants with specific expertise are identified and agreed too, Justus will contract directly with them for services and they will be guided by the JustUs coordinators. Their costs will include consultant fees and expenses and as such may vary from phase to phase. Each phase will have a specific cost estimate developed prior to engagement.

Total Contract will not exceed \$25,000 unless an addendum is agreed to.



**FIFTEENTH AMENDMENT TO PUBLIC SERVICES CONTRACT  
BY AND BETWEEN  
COLUMBIA COUNTY AND COMMUNITY ACTION TEAM, INC.**

WHEREAS, Columbia County ("County"), entered into a Public Services Contract with Community Action Team, Inc., an Oregon non-profit corporation ("Contractor"), effective July 1, 2007, to provide veterans' services; and

WHEREAS, the parties desire to amend the contract amount for Fiscal Year 2018-2019;

NOW, THEREFORE, the Public Services Contract by and between the County and Contractor, effective July 1, 2007, as amended, is hereby further amended as follows:

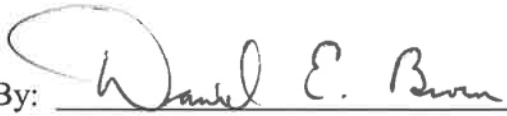
1. Section 4 is amended to read as follows:

"4. Consideration. For fiscal years 2007-2008, 2009-2010, 2010 - 2011, and 2011 - 2012, County shall pay Contractor on a fee-for-service basis, an amount not to exceed Sixty-two Thousand Eight Hundred Seven Dollars (\$62,807) said amount to be the complete compensation to Contractor for the services performed under this agreement. For fiscal year 2012 - 2013, County shall pay Contractor on a fee-for-service basis an amount not to exceed Sixty-seven Thousand Eight Hundred Seven Dollars (\$67,807). For fiscal year 2013 - 2014, County shall pay Contractor on a fee-for-service basis an amount not to exceed Ninety Eight Thousand Dollars (\$98,000). For fiscal year 2014 - 2015, County shall pay Contractor on a fee-for-service basis an amount not to exceed Eighty-Nine Thousand Seven Hundred Dollars (\$89,700). For fiscal year 2015-2016, County shall pay Contractor on a fee-for-service basis an amount not to exceed Eighty-one Thousand Five Hundred Eighty-one Dollars and Twenty-nine cents (\$81,581. 29). For fiscal year 2016-2017 County shall pay Contractor on a fee-for-service basis an amount not to exceed Eighty-Six Thousand Five Hundred and Sixty-two Dollars (\$86,562). For fiscal year 2017-2018 County shall pay Contractor on a fee-for-service basis an amount not to exceed One Hundred Seventeen Thousand Two hundred eighty-eight (\$117,288). For fiscal year 2018-2019 County shall pay Contractor on a fee-for-service basis an amount not to exceed one hundred sixty-one thousand two hundred two dollars and forty cents (\$161,202). This fee shall include all expenses. Unless otherwise agreed to in writing by the parties, payment shall be made on a quarterly basis with the first payment due on October 1 of each year. This Agreement is subject to the appropriation of funds by County, and/or the receipt of funds from state and federal sources. In the event sufficient funds shall not be appropriated, and/or received, by County for the payment of consideration required to be paid under this Agreement, then County may terminate this Agreement in accordance with Section 16 of this Agreement. In addition, County shall transfer to Contractor all ownership rights to an HP G60T Notebook PC laptop, including one Microsoft Office home license."

2. Except as specifically provided herein, the Public Services Contract by and between Columbia County and Community Action Team, Inc., and all amendments thereto, shall remain in full force and effect.

COMMUNITY ACTION TEAM, INC.

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

By: 

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

Name: Daniel E. Brown

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

Title: Executive Director

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

Dated: 4/1/2019

Dated: \_\_\_\_\_, 2019.

Approved as to form:

By: \_\_\_\_\_  
County Counsel's Office

**PURCHASE AND SALE AGREEMENT**

Dated: \_\_\_\_\_, 2019

BETWEEN **COLUMBIA COUNTY**, a political subdivision  
of the State of Oregon (“Seller” or “County”)  
AND **ZEPHANIAN EMMONS AND LINDSAY EMMONS** (“Buyer”)  
Collectively, the “Parties.”

RECITALS

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

WHEREAS, on October 12, 2016, pursuant to that General Judgment, Seller acquired foreclosed real property, including that certain parcel of land situated in Birkenfeld, Oregon, having Tax Map ID No. 6N5W06-BC-05200 and Tax Account No. 25283 (the “Property”), by deed recorded as document number 2016-008867 in the Columbia County deed records; and

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

WHEREAS, the County offered the Property for sale at auction on August 16, 2017, with a minimum bid of \$138,790.00, and no offers were received; and

WHEREAS, pursuant to ORS 275.200(2), the County may sell and convey the Property without further public notice for not less than 15% of the minimum bid at auction; and

WHEREAS, Buyer has offered to purchase the Property for \$50,000.00, 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, Seller intends to sell the Property to Buyer on the terms and conditions set forth herein.

## AGREEMENT

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

1. Purchase Price. The total purchase price shall be \$50,145.00 (the "Purchase Price"), which includes the \$145.00 Administrative Fee required by the County.
2. Agreement and Purchase Deposit Delivery. On or before April 12, 2019, Buyer will deliver a signed Agreement to the County at the address provided herein, along with \$5,014.00, 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 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 Property as Buyer deems necessary.
  - C. Buyer and its agents shall have the right to enter the Property at reasonable times during the Due Diligence Period to complete reasonable due diligence inspections of the Property, with said inspections to be non-invasive unless agreed otherwise in writing by the Parties.
  - D. Buyer shall provide evidence of acceptable liability insurance coverage prior to entering upon the Property upon request of the County.
  - E. Buyer shall indemnify and hold Seller, its officers, employees and agents 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 before the end of the Due Diligence Period.
  
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 May 8, 2019 (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:

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

FOR BUYER:

Zephanian and Lindsay Emmons  
6584 NE Dogwood Street  
Hillsboro, OR 97124  
Phone No. 503-314-4687  
Email: zeph.emmons@tcmcorp.com

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

D. 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.

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

F. 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.

- G. 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.
- H. Venue. Venue related to this Agreement shall be in the Circuit Court of the State of Oregon for Columbia County, in St. Helens, Oregon.
- I. 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.
- J. 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.
- K. 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.
- L. 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.





"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:**

  
Zephanian Emmons

  
Lindsay Emmons

Date: 4-8-19

**FOR COUNTY:**

BOARD OF COUNTY COMMISSIONERS FOR  
COLUMBIA COUNTY, OREGON

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

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

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

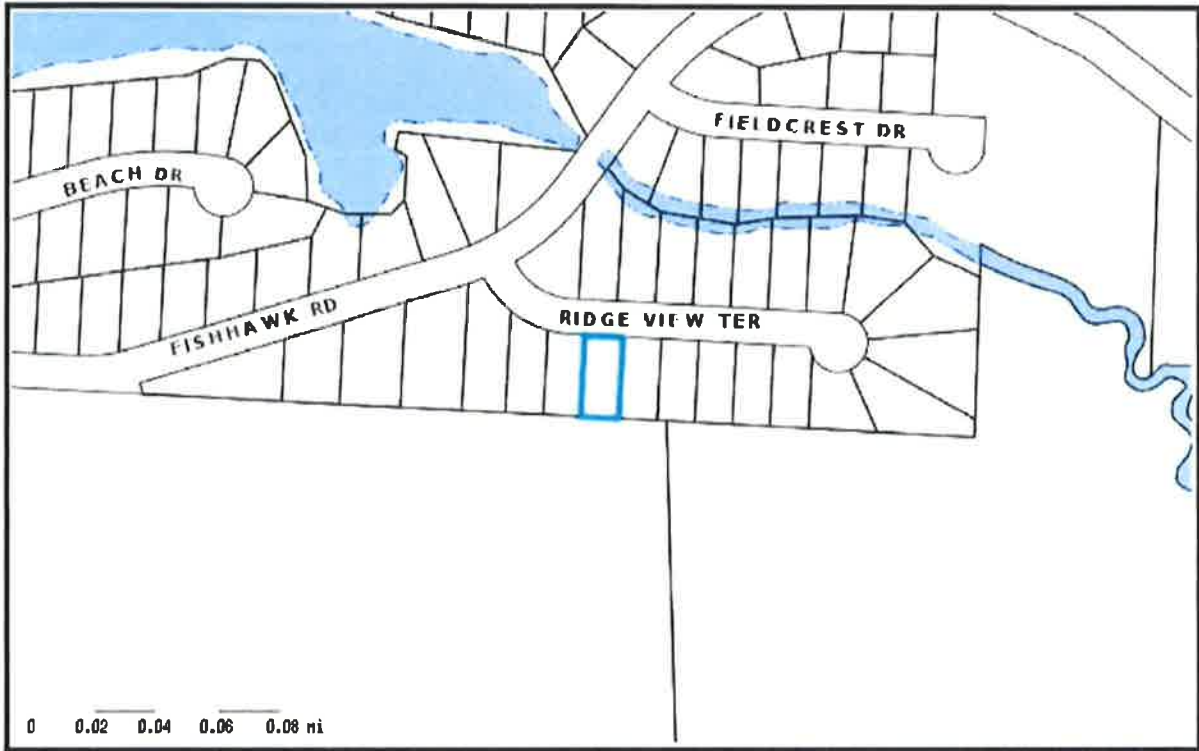
Date: \_\_\_\_\_

Approved as to form:

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

**EXHIBIT A**  
**Tax Account No. 25283**  
**Map**

**Map**



**Columbia County Web Maps**

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

GeoTone

Printed 03/06/2019

**EXHIBIT B**

**AFTER RECORDING, RETURN TO GRANTEE:**

ZEPHANIAN AND LINDSAY EMMONS  
6584 NE DOGWOOD ST.  
HILLSBORO, OR 97124

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 Zephanian and Lindsay Emmons, 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-05200 and Tax Account No. 25283, and more particularly described on Exhibit A hereto.

The true and actual consideration for this conveyance is \$50,145.00.

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

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

This conveyance is made pursuant to Board of County Commissioners Order No. \_\_\_\_ adopted on the \_\_\_\_ day of \_\_\_\_\_, 2019, 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 \_\_\_\_\_, 2019.

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

Approved as to form

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

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

STATE OF OREGON )  
                                  )  
County of Columbia )

ss.

ACKNOWLEDGMENT

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2019, by Henry Heimuller, Chair, Board of County Commissioners of Columbia County, Oregon, on behalf of which the instrument was executed.

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

**EXHIBIT A**  
**Legal Description for Map ID No 6N5W06-BC-05200 and**  
**Tax Account No. 25283**

A tract of land in the Northwest quarter of Section 06, Township 6 North, Range 5 West, Willamette Meridian, Columbia County, Oregon, being more particularly described as follows:

Lot 8, Block 3, FISHHAWK LAKE ESTATES, Plat Book 3, Page 18, Columbia County, Oregon.

**PURCHASE AND SALE AGREEMENT**

Dated: \_\_\_\_\_, 2019

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

AND KATHLEEN MCLAUGHLIN (“Buyer”)

Collectively, the “Parties.”

RECITALS

WHEREAS, on October 29, 2009 *nunc pro tunc* October 7, 2009, the Circuit Court of the State of Oregon for the County of Columbia entered of record the General Judgment in *Columbia County v. Bernard Kris S, et al.*, Case No. 09-2632; and

WHEREAS, on October 11, 2011, pursuant to that General Judgment, Seller acquired foreclosed real property, including certain parcels of land situated in Rainier, Oregon, having Tax Map ID Nos. 7N2W17-AC-01300, 1301, 1400, and 1500 and Tax Account Nos. 18432, 18433, 18434, and 18436 (the “Property”), by deed recorded as document number 2011-007462 in the Columbia County deed records; and

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

WHEREAS, the County offered the Property for sale at auction on August 17, 2016, with a minimum bid of \$41,022.00, and no offers were received; and

WHEREAS, pursuant to ORS 275.200(2), the County may sell and convey the Property without further public notice for not less than 15% of the minimum bid at auction; and

WHEREAS, Buyer has offered to purchase the Property for \$15,000.00, 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, Seller intends to sell the Property to Buyer on the terms and conditions set forth herein.

### AGREEMENT

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

1. Purchase Price. The total purchase price shall be \$15,145.00 (the "Purchase Price"), which includes the \$145.00 Administrative Fee required by the County.
2. Agreement and Purchase Deposit Delivery. On or before April 17, 2019, Buyer will deliver a signed Agreement to the County at the address provided herein, along with \$1,514.50, 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 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 Property as Buyer deems necessary.
  - C. Buyer and its agents shall have the right to enter the Property at reasonable times during the Due Diligence Period to complete reasonable due diligence inspections of the Property, with said inspections to be non-invasive unless agreed otherwise in writing by the Parties.
  - D. Buyer shall provide evidence of acceptable liability insurance coverage prior to entering upon the Property upon request of the County.
  - E. Buyer shall indemnify and hold Seller, its officers, employees and agents 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

before the end of the Due Diligence Period.

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 May 8, 2019 (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 though mailing in the U.S. mail, postage prepaid,

by the applicable party to the address of the other party shown in this Agreement, unless that day is a Saturday, Sunday, or legal holiday, in which event it will be deemed delivered on the next following business day. If the deadline under this Agreement for delivery of a notice or payment is a Saturday, Sunday, or legal holiday, such last day will be deemed extended to the next following business day.

B. The notice addresses are as follows:

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

FOR BUYER:  
Kathleen McLaughlin  
PO Box 1574  
Rainier, OR 97016  
Phone No.: \_\_\_\_\_

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

D. 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.

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

F. 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.
- G. 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.
- H. Venue. Venue related to this Agreement shall be in the Circuit Court of the State of Oregon for Columbia County, in St. Helens, Oregon.
- I. 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.
- J. 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.
- K. 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.

L. 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:**

  
Kathleen McLaughlin

Date: 4-11-19

**FOR COUNTY:**

BOARD OF COUNTY COMMISSIONERS FOR  
COLUMBIA COUNTY, OREGON

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

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

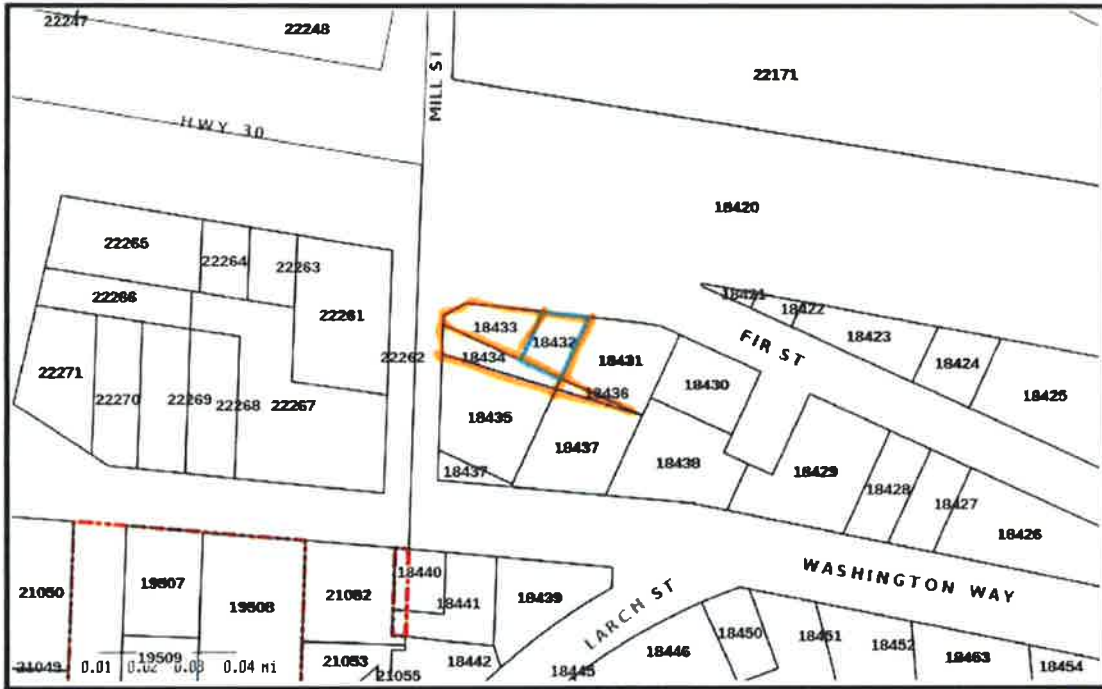
By: \_\_\_\_\_  
Alex Tardif, Commissioner

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

Approved as to form:

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

EXHIBIT A  
Tax Account Nos. 18432, 18433, 18434, and 18436  
Map



**EXHIBIT B**

**AFTER RECORDING, RETURN TO GRANTEE:**

Kathleen McLaughlin  
PO Box 1574  
Clatskanie, OR 97016

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

**QUITCLAIM DEED**

The **COUNTY OF COLUMBIA**, a political subdivision of the State of Oregon, hereinafter called Grantor, for the consideration hereinafter stated, does hereby release and quitclaim unto Kathleen McLaughlin, hereinafter called Grantee, all right, title and interest in and to that certain parcel of real property identified in Columbia County records as Map ID Nos. 7N2W-17-AC-01300, 1301, 1400, and 1500 and Tax Account Nos. 18432, 18433, 18434, and 18436, and more particularly described on Exhibit A hereto.

The true and actual consideration for this conveyance is \$15,145.00.

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

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

This conveyance is made pursuant to Board of County Commissioners Order No. 18-2019 adopted on the \_\_\_\_ day of \_\_\_\_\_, 2019, 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 \_\_\_\_\_, 2019.

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

Approved as to form

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

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

STATE OF OREGON )  
  )  
County of Columbia )

ss.

ACKNOWLEDGMENT

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by Henry Heimuller, Chair, Board of County Commissioners of Columbia County, Oregon, on behalf of which the instrument was executed.

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

## EXHBIT A

**Legal Description for Map ID Nos. 7N2W-17-AC-01300, 1301, 1400, 1500 and  
Tax Account Nos. 18432, 18433, 18434, and 18436**

01300

Lots 5, Block 13, BLANCHARD'S SECOND ADDITION to the City of Rainier, Columbia County, Oregon. EXCEPTING THEREFROM that portion conveyed to State of Oregon, by and through its State Highway Commission by instrument recorded August 25, 1966 in Book 162, page 601, Deed Records of Columbia County, Oregon.

01301

Lots 6 and 7, Block 13, BLANCHARD'S SECOND ADDITION to the City of Rainier, Columbia County, Oregon. EXCEPT a strip of land 30 feet in width off the West side of said Block 13 to City of Rainier, recorded October 20, 1949 in Book 105, page 328, Deed Records. ALSO EXCEPTING THEREFROM that portion conveyed to State of Oregon, by and through its State Highway Commission by instrument recorded August 25, 1966 in Book 162, page 601, Deed Records of Columbia County, Oregon.

01400

Beginning at the Northeasterly corner of Lot 9, Block F, Second Replat of Highway Addition to Rainier, Columbia County, Oregon; thence North 75°00'40" West 234.46 feet to a pipe-set in the ground; thence North 00°04'45" East along the East line of the City of Rainier tract as described in Book 105, page 328, Deed Records of Columbia County, Oregon, a distance of 33.14 feet to the South line of Lot 7, Block 13, Blanchard's Second Addition to the City of Rainier; thence Easterly along the South lines of Lots 7, 6, 5, 4 and 3 a distance of 245.10 feet to the point of beginning. EXCEPT THEREFROM all that portion thereof lying in said Block F, of said Second Replat of Highway Addition to Rainier.

01500

Beginning at the Northeasterly corner of Lot 9, Block F, Second Replat of Highway Addition to Rainier, Columbia County, Oregon; thence North 75°00'40" West 234.46 feet to a pipe-set in the ground; thence North 00°04'45" East along the East line of the City of Rainier tract as described in Book 105, page 328, Deed Records of Columbia County, Oregon, a distance of 33.14 feet to the South line of Lot 7, Block 13, Blanchard's Second Addition to the City of Rainier; thence Easterly along the South lines of Lots 7, 6, 5, 4 and 3 a distance of 245.10 feet to the point of beginning. EXCEPT THEREFROM all that portion thereof lying in said Blanchard's Second Addition to the City of Rainier.

**COLUMBIA COUNTY RIDER TRANSPORTATION (CC Rider)  
PUBLIC TRANSPORTATION OPERATIONS CONTRACT**

THIS CONTRACT is by and between COLUMBIA COUNTY, hereinafter referred to as "County", and MTR Western, hereinafter known as "Contractor", and collectively referred to herein as the "Parties".

**1. EFFECTIVE DATE**

This Agreement shall be effective when signed by the parties, below, but shall be retroactive to April 15, 2019.

**2. TERM**

This Agreement shall terminate on June 30, 2022. The County may extend the term of this Agreement by up to two (2) additional one (1) year terms by providing notice to extend to Contractor at least 60 days before the Term expires.

**3. CONTRACT DOCUMENTS**

This Agreement includes the following Contract Documents, which are attached hereto and incorporated herein by this reference:

- Exhibit A - Request for Proposals (RFP)**
- Exhibit B - Contractor's Proposal, dated February 22, 2019**
- Exhibit C - Transit Service Area Boundaries**
- Exhibit D - Transit Service Schedules**
- Exhibit E - Medicaid Transportation Contract**
- Exhibit F - Grant Requirements**
- Exhibit G - Federal Requirements**
- Exhibit H - FTA Drug and Alcohol Regulations**
- Exhibit I - Certification Regarding Lobbying**
- Exhibit J - County Vehicle Fleet**
- Exhibit K - Preventative Maintenance Plan**
- Exhibit L - Weekly Maintenance Report**

In the event of conflicting terms, the Federal Requirements shall control, followed by the Grant requirements, this Contract, the County's RFP, and Contractor's Proposal in that order.

**4. CONSIDERATION**

Contractor shall provide services for Vehicle Operators, Dispatch and Preventative Maintenance as set forth in Contractor's Proposal, except as otherwise provided herein. County shall pay Contractor on a time and materials basis for the services performed under this Agreement, as follows:

- The rate per revenue hour shall be \$57.96 to ensure competitive wages and to accommodate changes to the proposed services as described herein.
- Contractor shall provide an additional .5 FTE dispatcher position to ensure continuous coverage and optimal customer service. On each day of full service, a dispatcher will be

on duty from the time the first bus leaves in the morning until the last bus returns in the evening.

- Contractor shall expand the scope of duties for the bus washer to include routine janitorial services at transit center facilities and bus shelters.
- Contractor acknowledges that County may decide during the term of this Agreement to assume the Preventative Maintenance Services. Should that occur, this Agreement will be amended, and the rate per revenue hour payable to MTR shall be \$53.48.
- **For Parts and Materials for Preventative Maintenance Services:** County shall pay Contractor at costs, as a pass through, for parts and materials for Preventative Maintenance, said amount to be the complete compensation to Contractor for the parts and materials.
- **For Repairs Outside of Preventative Maintenance:** County shall pay Contractor for repairs that are beyond the scope of Preventative Maintenance as set forth in Exhibit A (RFP) and Exhibit K (Preventative Maintenance Plan) on a time and materials basis at a rate of \$57.96 per hour, as set forth in Exhibit B, said amount to be the complete compensation to Contractor for such services.
- **Annual Review:** Each year, approximately 60 days prior to the anniversary of the effective date of this Agreement, County and Contractor shall engage in a performance and compensation review, during which County shall review and provide feedback on performance metrics such as Fixed-Route and Dial-A-Ride on-time performance, missed runs, and preventative maintenance compliance. Contractor may propose a rate increase of no more than the annual increase in the Bureau of Labor Statistics Consumer Price Index - West Region. Any resulting rate increase shall be approved by the County in writing and will become effective beginning the upcoming anniversary of the effective date of the Agreement.

Unless otherwise agreed to in writing by the parties, payment shall be made monthly based on invoices submitted by Contractor. This Agreement is subject to the appropriation of funds by County, and/or the receipt of funds from state and federal sources. In the event sufficient funds shall not be appropriated, and/or received, by County for the payment of consideration required to be paid under this Agreement, then County may terminate this Agreement in accordance with Section 18 of this Agreement.

## 5. CONTRACT REPRESENTATIVES

Contract representatives for this Agreement shall be:

### FOR COUNTY

Todd Wood, Transit Administrator  
Columbia County Rider Transportation  
230 Strand Street  
St. Helens, Oregon 97051  
503-366-8505

### FOR CONTRACTOR

Jeremy Butzlaff, President  
MTR Western  
720 South Forest Street  
Seattle, WA 98134  
206-838-8143

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

## 6. CONTRACTOR'S SERVICES

Contractor shall provide the services as provided in this Agreement, the County's RFP and Contractor's Proposal. Contractor's services shall comply with the terms and conditions of all Contract Documents.

No Service shall be provided on New Year's Day, Thanksgiving Day and Christmas Day. Reduced Services shall be provided on Memorial Day, July 4<sup>th</sup>, Labor Day and the day after Thanksgiving Day.

## 7. PERSONNEL

Contractor shall be solely responsible for the provision, training and satisfactory work performance of all employees as needed, in accordance with the following:

- A. Contractor shall be solely responsible for payment of all employee and/or subcontractor wages and benefits. Without any additional expense to County, Contractor shall comply with the requirements of employee liability, Workers' Compensation, employment insurance, Social Security, OSHA regulations, EPA laws, and all other applicable laws.
- B. County shall have the right to demand removal from the Program, for reasonable cause, any personnel furnished by Contractor, provided that County shall make such request to Contractor in writing giving such reasons. Contractor shall obtain County's written consent prior to entering into any subcontract affecting or for providing transportation service, provided that procurement of supplies and materials do not require such prior written consent. The County shall be given an opportunity to participate in the hiring process for senior level staff. Senior level staff includes managers, supervisors, dispatchers, mechanics, driver trainers or other personnel that are in a decision making position.
- C. **Alcohol & Drug Compliance.** Contractor shall comply with Federal Transit Administration Drug and Alcohol Regulations, as amended which are attached hereto as Exhibit H, and are incorporated herein by this reference. To meet these requirements Contractor shall utilize its own compliant Drug and Alcohol Program including a Third Party Administrator (TPA) program which will perform all the functions required under the FTA and ODOT regulations.

County reserves the right to audit the drug and alcohol program documentation as required by FTA regulations. Contractor shall be required to complete any reporting requirements stipulated by ODOT-PT and FTA. Contractor shall report to the County yearly on or before January 10<sup>th</sup> for the prior calendar year, on its Drug and Alcohol program so that the County can complete its required reporting to FTA.

- D. **Labor Protection.** Contractor will comply with the regulations issued by the U.S. Department of Transportation and the Department of Labor pursuant to 49 U.S.C. 5333(b), as amended. Contractor will ensure that the employment conditions of the

Contractor's employees, and employees of the transportation providers in its area remain the same or improve as a result of aid received under this Contract. Contractor shall provide immediately upon County's request employee data, such as employee positions and compensation, for use in complying with 49 U.S.C. 5333(b). Contractor shall be responsible for any 5333(b) employment obligations that arise within the scope of this Contract and with respect to individuals employed by Contractor. County will not indemnify Contractor for any 5333(b) claims.

- E. **Other Qualifications.** All operators shall be in compliance with all applicable sections of the Oregon Vehicle Code, and ORS 267.237 (criminal records check); Fitness Determinations; Rules Regarding Dissemination; and ORS 807.010-807.620 (Driving Privileges and Identification Cards, Oregon Vehicle Code Requirements). County may conduct operator qualification spot audits through the Contractor's Representative at any reasonable time. All drivers shall hold Commercial Drivers Licenses (CDLs) with Passenger endorsements upon hire. Non-CDL drivers employed at the time of execution of this Agreement shall be given a 180-day grace period within which to acquire their CDL license, with the expense of all required training and certifications to be covered by MTR. The County retains the right to grant waivers of the CDL requirement.

## 8. VEHICLES

- A. Vehicle Inventory. Contractor is authorized to use County's transportation fleet for providing transportation services under this Contract. County's current transportation fleet is listed on Exhibit J. County's fleet is offered as-is without any warranties, implied or express, including, but not limited to warranties as to mechanical condition, ADA compliance, or otherwise. Contractor shall not use these vehicles for any purpose other than as expressed in this Contract. The County will obtain registration and vehicle licenses for all County owned vehicles provided under this Agreement.
- B. Condition upon Initial Delivery to Contractor. County and Contractor agree that vehicles will be delivered to Contractor in safe and serviceable condition. Prior to acceptance of any vehicle for service, Contractor shall be responsible for inspecting said vehicle to determine whether it is in a safe and serviceable condition meeting generally accepted standards and practices of the public transportation industry and meeting all requirements of the state and federal government and all requirements contained in this Contract. In the event the inspection reveals defects in the vehicles, it shall be County's responsibility to have these items repaired at County's expense. All vehicle maintenance, repair and inspection records shall remain at the Columbia County Rider Transit Facility.
- C. Condition upon Re-Delivery to County. Except for normal wear and tear, vehicles will be returned to County in the same condition as they were received by Contractor.
- D. Damage. Should the vehicle damage sustained, be beyond the Contractor's ability to repair; it is Contractor's responsibility to have all physical damage to vehicles sustained while vehicles are in Contractor's possession, regardless of cause, delivered to a certified repair facility, within five (5) days of County's approval, if at all possible. All damage must be reported immediately to the County, who must also be kept updated

regarding the status of the repairs. All damage will be covered under Contractor's insurance. The Contractor shall keep an accident repair log which will include all costs associated with repairs, including any deductible paid toward a repair.

- E. County vehicles that are considered totaled will be subject to an independent loss evaluation. Contractor shall have thirty (30) days from the date of the evaluation to remit the remaining cost of the vehicle to the County. After thirty (30) days the cost of the vehicle will be deducted from the Contractor's payment for services.
- F. Vehicle Markings. Any required changes to existing vehicle paint schemes or markings shall be the responsibility of County. Contractor shall not make any changes in vehicle paint schemes or add markings without the approval of the County. The mark CCRider and all goodwill associated therewith are owned by the County. Contractor agrees that it shall not contest the validity of the mark or the County's rights to the mark. Contractor's use of the mark shall be subject to the control and prior approval of the County and cannot be used in any way without pre-approval of the County.
- G. Other Transportation Operations. Contractor will not engage in Charter Bus operations, as defined by 49 CFR Part 64, Charter Services. Contractor will not engage in subscription service without prior approval of the County.
- H. Compliance with Other Federal Requirements. Contractor shall comply with other applicable federal requirements, and hereby gives the applicable assurances and certifications, as are required by the Master Agreement signed by ODOT as a consideration of obtaining FTA funds, a summary of which are contained in Exhibit G, Federal Requirements, which are incorporated herein by this reference. Contractor agrees to sign any additional documents as may be required by ODOT as a condition of receiving FTA funds.

## 9. BILLING AND AUDITING

- A. Billing/Payment. Contractor shall submit a detailed invoice to County on a monthly basis. Contingent upon preliminary verification of the invoice, County will pay Contractor within thirty (30) days from the date of submission. The County will notify Contractor within 10 business days of receipt of an invoice if any amounts are disputed or not supported with proper documentation.

County may at any time conduct an audit of any and/or all records kept by Contractor for these services. Any overpayment uncovered in such an audit may be charged against Contractor's future invoices. Any underpayment uncovered in such an audit may be billed to County in future invoices. County will withhold payment for services which failed to meet service specifications or are otherwise questionable.

- B. Audits and Examinations. Upon County's request, contractor agrees to authorize an annual, independent financial audit or review to be performed by individuals licensed as certified public accountants by the Oregon Board of Accountancy, and who are independent of the Contractor's management. The following steps may be requested to be taken as part of the annual audit or examination of Contractor's activities:

- (1) The audit/review report should contain a statement of all receipts and disbursements and such report shall further identify all relevant funding sources, including program income, and identify all other documents, books or records which support the final fiscal report.
- (2) The audit/review shall cover the Contractor's fiscal year and any other period during which the Contractor provided services pursuant to the terms of this Agreement.
- (3) The Contractor's auditor shall submit the audit directly to the County not later than ninety (90) days following the end of the Contractor's fiscal year.
- (4) County shall procure and pay for all audit/review costs.

## **10. USE OF COUNTY FACILITIES**

- A. Facilities. The Columbia County transit facility is located at 1155 Deer Island Road, St. Helens, Oregon, and includes a central transit center, office building, fleet parking, and maintenance building ("St. Helens Transit Center"). The St. Helens Transit Center shall be the designated location for Contractor's provision of services under this Agreement. The County's transit facility in Rainier is also available for Contractor's use.
- B. Contractor property. The County shall not be responsible for any loss or damage of Contractor's property or equipment on County property.

## **11. INCLEMENT WEATHER POLICY**

Contractor will provide service during periods of snow and other adverse travel conditions following County procedures to ensure safe transportation for riders. During periods of inclement weather, Contractor shall ensure that there is adequate staff available to provide service appropriate to the conditions and assure that sufficient transportation management and support staff are on-site to assist operators, apply tire chains to vehicles when necessary, adjust vehicle operating guidelines to accommodate hazardous road and weather conditions, and, provide standby operators per County authorization.

When weather and road conditions make traveling hazardous, the County may choose to operate at a reduced level of service, or may cancel service. The level of service, portion of service area affected and time frame for applying the service reduction will vary, depending on the severity of hazardous traveling conditions and other factors. The Contractor shall assure a high level of employee attendance during bad weather. During inclement weather the County will determine the service level of each day and notify operations management. The Contractor will provide an inclement weather policy and subsequent procedures to the County. Contractor will make every effort to proactively deal with any anticipated inclement weather prior to the inclement weather event.

As needed, and in accordance with ORS 815.165, Preventative Maintenance Contractor shall install studded tires by November 5th and shall remove them by March 31st in each year. Dispatch



Contractor will work with the County to provide notification to riders through various media (radio, television, etc.), to minimize the effects of weather related service interruptions.

## **12. COUNTY TRANSPORTATION SERVICE EXPANSION**

As County's transportation system continues to evolve, there may be additional services, equipment or other details to accommodate. It is the intent of the Parties that these changes and/or additions be handled through frequent communication, with the goal of providing the best possible service to County riders. These issues will be negotiated and documented through letters, memoranda of understanding, or if necessary, amendments to this Contract.

## **13. TIME OF ESSENCE**

Time is of the essence in this Contract. Contractor's failure to deliver services and meet performance standards on time will be considered a material breach of the Contract.

## **14. INSURANCE**

Contractor shall provide insurance as set forth in the County's RFP, attached as Exhibit A.

## **15. INDEMNIFICATION**

Contractor shall indemnify, defend, save and hold harmless County and its officers, agents and employees, the State of Oregon, Oregon Transportation Commission and its members, and Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of the officers, agents, employees or subcontractor of Contractor ("Claims"). It is the specific intention of the Parties that County and State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of County or State, respectively, be indemnified by the contractor and subcontractor from and against any and all Claims.

Neither Contractor, subcontractor, nor any attorney engaged by Contractor or subcontractor, shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at any time at its election, assume its own defense and settlement in the event that it determines that Contractor is prohibited from defending the State of Oregon, or that Contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Contractor if the State of Oregon elects to assume its own defense. By execution of this Contract, Contractor acknowledges and agrees that it has read and understands the provisions hereof and that this paragraph is a material element of consideration.

Approval of the insurance contracts does not relieve Contractor or subcontractors from liability under this paragraph, including but not limited to the duty to indemnify County set forth herein.

## 16. PERFORMANCE BOND

Contractor shall procure, at its own expense, and keep in effect at all times during the term of this Contract, a surety bond equivalent to 25% of the cost of the first twelve months of service in favor of Columbia County and executed by a corporate surety authorized to conduct business as a surety in the State of Oregon.

## 17. LIQUIDATED DAMAGES

Performance standards will be monitored by the County during the duration of the contract. For performance not delivered in accordance with standards as specified in the following table, the County will incur additional expense, loss of confidence by system users, negative publicity for the program, and other damages. For this reason, liquidated damages shall be assessed. The County shall have sole discretion in determining whether performance standards have been met or not met and in the assessing of liquidated damages. Unless otherwise noted, the County will assess liquidated damages within 30 days following the end of each month. All liquidated damages for failing to meet performance standards shall be deducted from the Contractor's next submitted monthly invoice. The County shall have the right to impose liquidated damages not otherwise assessed upon thirty (30) days written notice to the Contractor. Liquidated damages are elective, and County may seek actual damages in accordance with contract terms.

Category	Performance Standard	Liquidated Damages
Preventative Maintenance	Preventative maintenance must meet the manufacturer's specifications and/or the state's vehicle maintenance standards and FTA regulations.	\$100 per incident per vehicle
Monthly reports	All, as outlined in RFP.	\$50 per incident per report.
Missed Fixed Route Service	Any hour of fixed route service missed or delivered more than 15 minutes later or earlier than scheduled.	\$250 per incident
Accessibility and Safety Equipment	Contractor shall ensure that all required accessibility equipment under the ADA including wheelchair lifts, adequate numbers of securement devices, and all standard safety equipment are well maintained and functional at all times.	\$100 per incident
Demand Response Service	A minimum of 95% of demand response trips per month must be "on time" (+/- 10 minutes from scheduled time).	\$50 per incident if less than 95%
Bus Appearance	Buses must not begin service without being cleaned to the standards in RFP. Body damage shall be repaired within 14 calendar days of accident.	\$50 per incident per vehicle
Inappropriate Use of Vehicles	Contractor shall not use vehicle marked or signed with transit service markings for purposes other than transit service without the approval of County.	\$250 per incident

## 18. TERMINATION OF CONTRACT

- A. For Convenience. County may terminate this Contract for convenience at any time by giving Contractor thirty (30) days' written notice thereof. Notice of termination shall be given by certified mail or in person. Upon termination, County shall pay Contractor its allowable expenses incurred to date of termination and those expenses deemed

necessary by County to effect termination. Contractor may terminate this Contract for convenience at any time by giving not less than 180 days' written notice thereof. Notice of termination shall be given by certified mail or in person.

- B. The County may also terminate this Contract, effective upon delivery of written notice to Contractor, or at such later date as may be established by the County under the following conditions:
- i. For any breach of this Contract by Contractor which endangers, or would endanger, in the opinion of the County, the public health, safety, or welfare.
  - ii. If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed.
  - iii. If funding becomes inadequate to allow the work to continue.

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

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

## **19. CONTRACTOR DEFAULT**

Upon Contractor's failure to perform the scope of work or to meet the performance standards established by the Contract, the County reserves the right to:

- A. Reduce or withhold payment under the Contract for actual damages suffered by the County, including direct, indirect and consequential damages due to Contractor's breach of contract. Actual damages include lost grant revenue caused by Contractor's failure to meet performance standards or other breach of contract. Any actual damages suffered by the County shall be deducted from amounts due and owing Contractor. The County shall note any such deduction on a monthly invoice upon payment to Contractor. Any damages due and not deducted from amounts due to Contractor shall be paid directly to County within 30 days of demand. The County may elect to apply Liquidated Damages as described in the County's RFP for Contractor's failure to meet specific standards.

- B. Require the contractor to perform, at the Contractor's expense, any additional work necessary to perform the Program services.
- C. Declare a default of the Contract, to immediately terminate the Contract and to seek damages and other relief available under this Contract and all applicable law.

## **20. CONTRACTOR'S WAIVER OF COMPETITION CLAIMS**

Contractor understands that the award of contract and subsequent rendition of the service called for by these documents shall in no manner be construed so as to place Contractor in a position to be entitled to the benefits afforded to private transit operations under Section 3(e) of the Federal Transit Administration Act of 1964 (49 U.S.C., Section 1602(e) or any other comparable provision of federal or state law (or under any regulations promulgated thereunder), as they now exist or hereinafter may be amended. Contractor hereby waives any right it otherwise might have to assert any claim or claims under said provisions of law or that may be based upon principles of unfair competition.

## **21. WAIVER OF CONDITIONS**

The waiver of any provision, term, or condition in this Contract by County on any particular occasion shall not constitute a general waiver of said provision, term or condition, nor a release from Contractor's obligation to otherwise perform or observe such condition or any other term or condition of the Contract.

## **22. SEVERABILITY**

In the event any provision of the Contract is for any reason declared or determined to be unlawful, invalid, or unconstitutional by any court or authority of competent jurisdiction, such declaration shall not affect, in any manner, the legality or validity of the remaining provisions of the Contract and each provision of the Contract will be and is deemed to be separate and severable from each other provision.

## **23. COMPLIANCE WITH LAWS, CODES AND STANDARDS**

Contractor warrants and covenants that it shall fully and completely comply with all applicable Federal, State and local laws, codes, standards and ordinances, and all lawful orders, rules and regulations issued by any authority with jurisdiction in all aspects of its performance of this Contract.

## **24. PERMITS TO OPERATE**

At its sole cost and expense, Contractor shall obtain any and all permits, licenses, certificates, or entitlement to operate as are now or hereafter required by any agency, specifically including the Oregon Department of Transportation, and local building, planning and business license departments, to enable Contractor to perform this Contract, and shall provide copies of all such entitlement to County when received by Contractor. Contractor is liable for any and all taxes due as a result of this Contract.

## **25. NON-PERFORMANCE/FORCE MAJEURE**

Neither party will be held responsible for delay or failure to perform the requirements of this Contract when such delay or failure is due to fire, flood, epidemic, strikes, acts of God, and unusually severe weather, legal acts of public authorities or delays or defaults which cannot reasonably be foreseen or provided against.

## **26. INDEPENDENT CONTRACTOR**

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

- A. Contractor will be solely responsible for payment of any federal or state taxes required as a result of this Contract.
- B. This Contract is not intended to entitle Contractor to any benefits generally granted to County employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Contract to the Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, social security, workers' compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Public Employees Retirement System).
- C. Contractor is an independent contractor for purposes of the Oregon workers' compensation law (ORS Chapter 656) and is solely liable for any workers' compensation coverage under this Contract. If the Contractor has the assistance of other persons in the performance of the Contract, the Contractor shall qualify and remain qualified for the term of this Contract as a carrier-insured or self-insured employer under ORS 656.407. If the Contractor performs this Contract without the assistance of any other person, unless otherwise agreed to by the parties, Contractor shall apply for and obtain workers' compensation insurance for himself or herself as a sole proprietor under ORS 656.128.

## **27. STATUTORY PROVISIONS**

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

- A. Contractor shall:

- i. Make payment promptly, as due, to all persons supplying to Contractor labor or material for the prosecution of the work provided for in this Contract.
  - ii. Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or any subcontractor incurred in the performance of this Contract.
  - iii. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
  - iv. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- B. Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness and injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that Contractor collects or deducts from the wages of employees under any law, contract or agreement for the purpose of providing or paying for such services.
- C. Contractor shall pay persons employed under this Agreement at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1)(b)(B) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.
- D. Any employer working under this Agreement shall give notice in writing to employees who work on this Agreement, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
- E. Contractor shall notify employees in writing, who work under this Contract, either at the time of hire or before work begins under this Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the Contractor may require the employees to work.
- F. All subject employers working under this Contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
- G. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.

## **28. NON-DISCRIMINATION**

- A. Minority, Women or Emerging Small Business Enterprise/Veterans. Contractor agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, handicap or age, suffer discrimination in the performance of this Agreement when employed by Contractor. Contractor certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, against any minority, women or emerging small business enterprise certified under ORS 200.055, or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225 in obtaining any required subcontract.
- B. Equal Opportunity. Contractor will at all times abide by the equal opportunity provisions of the Civil Rights Act of 1964, as amended.
- C. Americans with Disabilities Act . Contractor must abide by the Americans with Disabilities Act laws and regulations.
- D. Fair Employment Practices. Contractor shall perform no services pursuant to this Contract, nor be entitled to compensation therefore, unless and until Contractor submits a properly executed statement of Fair Employment Practices.
- E. Non-Discrimination in Service. Contractor shall not discriminate, nor allow any of its officers, employees, or agents to discriminate against any rider or patron because of race, religion, gender, sexual orientation, disability, age, national origin, ethnicity, or ancestry.
- F. Notice of Discrimination Complaint. Contractor shall notify County of any discrimination complaints.
- G. Conformance. Contractor shall, at its sole cost and expense, conform to any final orders issued by any State or Federal agency with jurisdiction to correct Contractor discrimination in employment and /or ridership and shall fully save harmless and indemnify County in this regard.

**29. HIGHEST STANDARDS**

The Contractor will be required to meet the highest standards prevalent in the industry or business most closely involved in providing the Program services.

**30. CONFIDENTIALITY OF RIDER INFORMATION**

Any and all information regarding any individual person served by Contractor is strictly confidential. Information shall not be released to any party in any form without the authorization of the individual and/or County.

**31. SAFETY**

All practices, materials, supplies and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent federal, state and/or local safety or environmental codes.

### **32. SUBLETTING OF CONTRACT**

Contractor shall not enter into any subcontracts for the services to be provided under this Contract, except with the prior written approval of the County. No such consent shall be construed as making County a party to such subcontract, nor subjecting County to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve Contractor of its liability and obligation under this Contract, and all transactions with County must be through Contractor.

### **33. ASSIGNMENT/TRANSFERS OF INTEREST**

There shall be no assignment, transfer of interest or delegation of Contractor's rights, duties or responsibilities, and Contractor shall not subcontract the delivery of the Program services without prior written approval of the County.

### **34. REGULATORY REQUIREMENTS**

Contractor shall comply with all federal, state and local licensing and/or regulatory requirements (including permits - OSHA, DOT, EPA,) for the provision of elderly and disabled and public transportation services. Contractor shall be bound by the same terms and conditions of applicable federal and state regulations, as supplementary provisions of this Contract, as are imposed on County for the proper administration of this Contract and under federal funding requirements.

### **35. INTEREST OF ELECTED OFFICIALS**

No member of or delegate to the Congress to the United States, or other elected local, state or federal official, shall be admitted to any share or part of this Contract or to any benefit arising therefrom.

### **36. PUBLICATION, REPRODUCTION AND USE OF MATERIAL**

No custom material produced in whole or in part under the Contract shall be subject to copyright or patent in the United States or in any country. County and the FTA shall have the authority to publish, disclose, distribute and otherwise use, in whole or in part, any custom materials prepared under the Contract. All documents of any nature and/or electronic data including, but not limited to, working papers, reports, material necessary to understand the documents and/or data, drawings, works of art and photographs, produced, prepared and/or compiled by Contractor pursuant to this Agreement are the property of County, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to County all rights of reproduction and the copyright to all such documents.

### **37. NONWAIVER**

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

### **38. MEDIATION**



In the event of a dispute between the parties arising out of or relating to this Contract, the Parties agree to submit such dispute to a mediator agreed to by both parties as soon as practicable after the dispute arises, and preferably before commencement of litigation or any permitted arbitration. The Parties agree to exercise their best efforts in good faith to resolve all disputes in mediation.

**39. CHOICE OF LAW**

This Contract shall be governed by the laws of the State of Oregon.

**40. VENUE**

Venue relating to this Contract shall be exclusively in the Circuit Court of the State of Oregon for Columbia County.

**41. ATTORNEYS' FEES**

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

**42. COUNTERPARTS**

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

**43. ENTIRE AGREEMENT**

THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. CONTRACTOR, BY THE SIGNATURE

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OF ITS AUTHORIZED REPRESENTATIVE(S) BELOW, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS CONTRACT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

CONTRACTOR

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

Name: \_\_\_\_\_

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

Approved as to form

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

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

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

Henry Heimuller, Chair

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

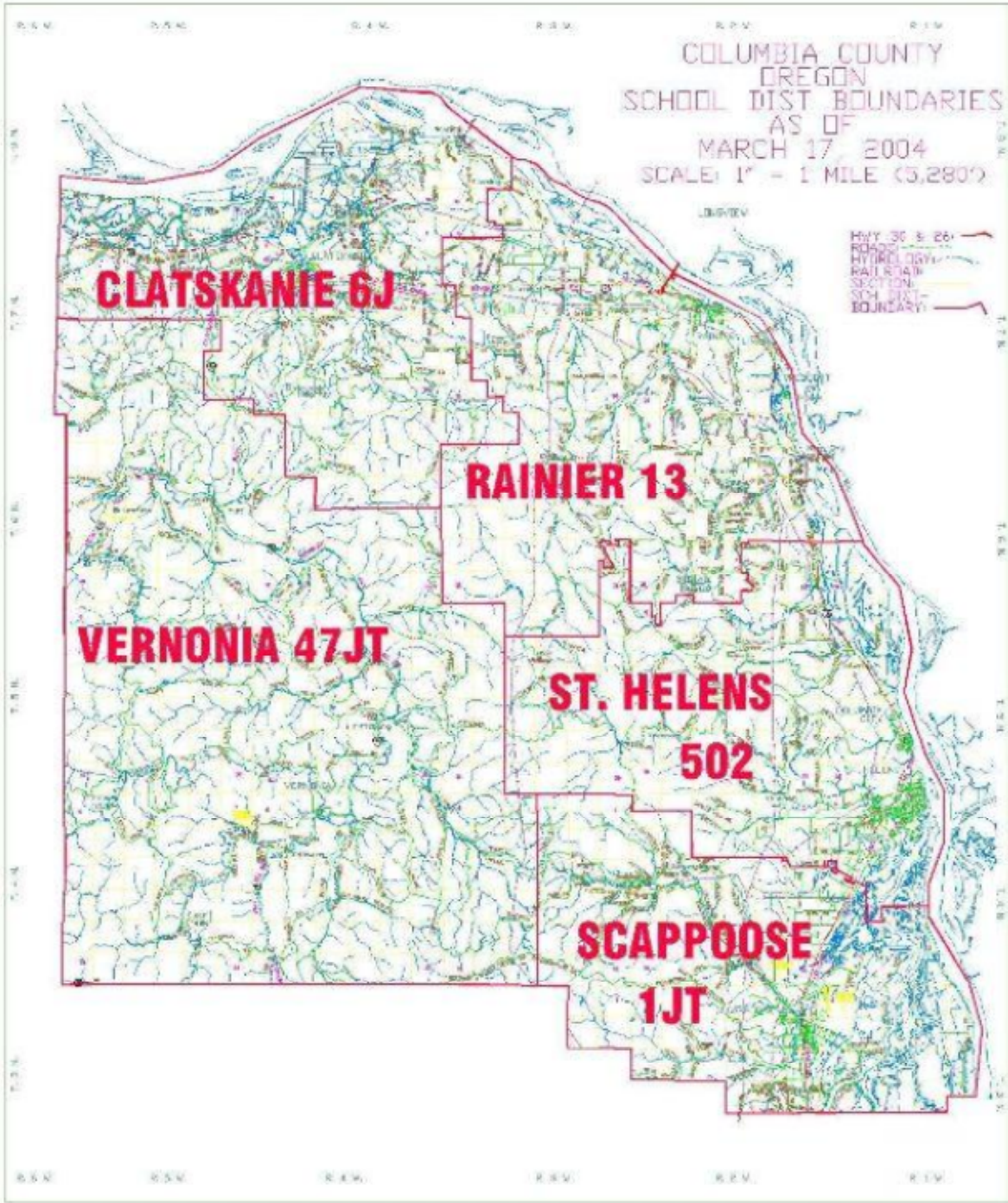
Margaret Magruder, Commissioner

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

Alex Tardif, Commissioner

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

**EXHIBIT A**  
**Transit Service Area Boundaries**



**Line 1 to Portland**

	St Helens Transit Center	Bowling Alley Ln	Scappoose-1st st & Prairie St-Park & Ride	Hwy 30/Havlik Dr	HWY 30/NW 112th Ave/Linnton	SW Salmon St/SW 14th Ave	SW Salmon between 6th and 5th Avenues	SW Salmon between 6th and 5th Avenues	Union Station, Portland	HWY 30/NW 111th Ave/Linnton	Hwy 30/Havlik Dr	Scappoose-1st st & Prairie St-Park & Ride	Bowling Alley Ln	St Helens Transit Center
1	4:45 AM	4:48 AM	5:00 AM	5:05 AM	5:20 AM	5:38 AM	<b>5:43 AM</b>	<b>5:43 AM</b>		6:05 AM	6:20 AM	6:25 AM	6:37 AM	6:40 AM
1	5:40 AM	5:43 AM	5:55 AM	6:00 AM	6:15 AM	6:33 AM	<b>6:38 AM</b>	<b>6:40 AM</b>		7:05 AM	7:20 AM	7:25 AM	7:37 AM	7:40 AM
1	6:40 AM	6:43 AM	6:55 AM	7:00 AM	7:15 AM	7:33 AM	<b>7:38 AM</b>	<b>7:40 AM</b>		8:05 AM	8:20 AM	8:25 AM	8:37 AM	8:40 AM
1	7:45 AM	7:48 AM	8:00 AM	8:05 AM	8:20 AM	8:38 AM	<b>8:43 AM</b>	<b>8:43 AM</b>	8:55 AM	9:05 AM	9:20 AM	9:25 AM	9:37 AM	9:40 AM
1	2:30 PM	2:35 PM	2:47 PM	2:52 PM	3:07 PM	3:25 PM	<b>3:30 PM</b>	<b>3:30 PM</b>	3:45 PM	3:55 PM	4:10 PM	4:15 PM	4:27 PM	4:30 PM
1	3:30 PM	3:35 PM	3:47 PM	3:52 PM	4:07 PM	4:25 PM	<b>4:30 PM</b>	<b>4:30 PM</b>		4:55 PM	5:10 PM	5:15 PM	5:27 PM	5:30 PM
1	4:30 PM	4:35 PM	4:47 PM	4:52 PM	5:07 PM	5:25 PM	<b>5:30 PM</b>	<b>5:30 PM</b>		5:55 PM	6:10 PM	6:15 PM	6:27 PM	6:30 PM
1	5:30 PM	5:35 PM	5:47 PM	5:52 PM	6:07 PM	6:25 PM	<b>6:30 PM</b>	<b>6:30 PM</b>		6:55 PM	7:10 PM	7:15 PM	7:27 PM	7:30 PM

**Line 2 to WillowCreek Via PCC**

	St Helens Transit Center	Bowling Alley Ln	Scappoose-1st st & Prairie St-Park & Ride	Hwy 30/Havlik Dr	PCC Rock Creek (temporary stop)	Willow Creek Transit Center	Willow Creek Transit Center	Tanasbourne	PCC Rock Creek (temporary stop)	Scappoose-1st st & Prairie St-Park & Ride	Bowling Alley Ln	St Helens Transit Center
2	6:35 AM	6:40 AM	6:55 AM	7:00 AM	7:40 AM	<b>7:52 AM</b>	<b>7:52 AM</b>	7:57 AM	8:05 AM	8:45 AM	9:00 AM	9:05 AM
2	8:35 AM	8:40 AM	8:55 AM	9:00 AM	9:40 AM	<b>9:52 AM</b>	<b>9:52 AM</b>	9:57 AM	10:05 AM	10:45 AM	11:00 AM	11:05 AM
2	2:30 PM	2:35 PM	2:50 PM	2:55 PM	3:35 PM	<b>3:47 PM</b>	<b>4:00 PM</b>	4:05 PM	4:13 PM	4:53 PM	5:08 PM	5:13 PM
2	4:30 PM	4:35 PM	4:50 PM	4:55 PM	5:35 PM	<b>5:47 PM</b>	<b>6:00 PM</b>	6:05 PM	6:13 PM	6:53 PM	7:08 PM	7:13 PM

**Line 3 Flex**

	St Helens Transit Center	St Helens Medical Mall/Columbia Commons-Park & Ride	Ace Hardware/Walgreen's-St Helens	Bowling Alley Ln	Scappoose Post Office	Em Watts Rd.	Scappoose - Fred Meyer	Scappoose Goodwill	SE 6th St/High School Way	SE 4th St/SE Maple St	Scappoose-1st st & Prairie St-Park & Ride	St. Helens-Walmart	CCMH Creekside	St. Helens-Columbia County Corrections	Court House @ Strand and Plaza	St Helens Transit Center
3	7:30 AM	7:35 AM	7:40 AM	7:45 AM	7:55 AM	8:00 AM	8:10 AM	8:15 AM	8:17 AM	8:19 AM	8:21 AM	8:30 AM	8:35 AM	8:40 AM	8:45 AM	8:50 AM
3	9:05 AM	9:10 AM	9:15 AM	9:20 AM	9:30 AM	9:35 AM	9:45 AM	9:50 AM	9:52 AM	9:54 AM	9:56 AM	10:05 AM	10:10 AM	10:15 AM	10:20 AM	10:25 AM
3	10:40 AM	10:45 AM	10:50 AM	10:55 AM	11:05 AM	11:10 AM	11:20 AM	11:25 AM	11:27 AM	11:29 AM	11:31 AM	11:40 AM	11:45 AM	11:50 AM	11:55 AM	12:00 PM
3	1:00 PM	1:05 PM	1:10 PM	1:15 PM	1:25 PM	1:30 PM	1:40 PM	1:45 PM	1:47 PM	1:49 PM	1:51 PM	2:00 PM	2:05 PM	2:10 PM	2:15 PM	2:20 PM
3	2:35 PM	2:40 PM	2:45 PM	2:50 PM	3:00 PM	3:05 PM	3:15 PM	3:20 PM	3:22 PM	3:24 PM	3:26 PM	3:35 PM	3:40 PM	3:45 PM	3:50 PM	3:55 PM

**Line 5 North County**

	Rainier Transit Center-Estby Station	Goble (Flag Stop)	Columbia City (Flag Stop)	St Helens Transit Center	St Helens Transit Center	Columbia City (Flag Stop)	Goble (Flag Stop)	Rainier Transit Center-Estby Station	Rainier Senior Center	St Johns Med Center-Longview	River Cities TC	Long View Amtrak	Rainier Transit Center-Estby Station
5	7:15 AM	7:18 AM	7:33 AM	<b>7:38 AM</b>	<b>7:43 AM</b>	7:47 AM	8:05 AM	8:20 AM	8:23 AM	8:30 AM	8:40 AM	8:55 AM	9:15 AM
5	4:15 PM	4:18 PM	4:33 PM	<b>4:37 PM</b>	<b>4:42 PM</b>	4:47 PM	5:05 PM	5:20 PM	5:23 PM	5:30 PM	5:40 PM	5:55 PM	6:15 PM

**Line 6 Vernonia - Demand Response**

	Monday	Tuesday	Wednesday	Thursday	Friday
6	4 Hours	No Service	4 Hours	No Service	4 Hours

**TILLAMOOK COUNTY TRANSPORTATION DISTRICT**  
**BLANKET PURCHASE AGREEMENT**

This Blanket Purchase Agreement (“BPA”) is entered into between Tillamook County Transportation District (“TCTD”) and “Contractor” to provide Non-Emergent Medical Transportation (“NEMT”) services under the terms and conditions that follow.

**1. BPA Terms and Conditions**

This BPA consists of every provision of the documents listed below that are incorporated into and made a part hereof. Any conflict between or among any term or condition of the listed documents shall be resolved in the following order of precedence, unless otherwise specifically indicated:

- (1) Written contract modifications executed by the parties after execution of the BPA;
- (2) This BPA signatures form;
- (3) Section I "General Program Description;"
- (4) Section II "General Provisions;"
- (5) Section III "Contractor Information and Pricing;"
- (6) Attachment A “Brokerage Transportation Provider Standards;”
- (7) Attachment B “Criminal Records History;”
- (9) Attachment C “Federal Requirements;”
- (10) Attachment D “Code of Professional Conduct for Drivers;”
- (11) Attachment E “HIPAA and FWA;” and
- (12) Appendix 1 to Attachment E “TCTD-CPCCO Business Associate Agreement”

**2. Term of BPA**

This BPA is effective upon the date signed below by both authorized parties. The initial term of this BPA shall run until June 30, 2019, and will automatically renew on June 30 of each year, unless terminated earlier under the provisions of this BPA, or unless notice is given by either party no more than ninety (90) days and no less than thirty (30) days prior to the renewal date.

**3. Project Managers**

The parties shall provide a Project Manager who shall be responsible for coordination, direction and notices under this BPA. TCTD'S Project Manager is [name], [address], [phone number]. Contractor's Project Manager shall be the individual identified in Section III under the paragraph entitled "Project Management and Supervision." If either party changes its Project Manager, the party making the change shall promptly provide written notice to the other party.

**4. Authority**

The parties signing below represent that they have authority to bind the parties for whom they sign.

IN WITNESS WHEREOF, the undersigned parties have executed this agreement on the dates set forth below.

\_\_\_\_\_

**TILLAMOOK COUNTY TRANSPORTATION DISTRICT**

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

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

By: \_\_\_\_\_  
(SIGNATURE)

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

Name: \_\_\_\_\_  
(PRINT NAME)

Name: \_\_\_\_\_

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

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

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

# BLANKET PURCHASE AGREEMENT

## SECTION I

### GENERAL PROGRAM DESCRIPTION

This Blanket Purchase Agreement (“BPA”) has been established for Contractor to provide non-emergent medical transportation (“NEMT”) services for Columbia Pacific Coordinated Care Organization (“CPCCO”) members to and from Medicaid-covered medical services and other authorized destinations. Rides will be authorized by a centralized scheduling service operated by Tillamook County Transportation District (“TCTD”).

#### 1. Program Definition

CPCCO NEMT services are designed to transport of CPCCO members of all ages to and from approved non-emergent medical services so such services will be accessible to eligible individuals who have no other means of transportation or are unable to use existing public transportation. TCTD operates a brokerage (the “TCTD Brokerage”) that screens NEMT ride requests from CPCCO members and schedules contractors to provide suitable transportation services. Assistance for those with limited physical mobility is provided.

#### 2. Target Population

The target populations are:

- A. CPCCO members of all ages who need non-emergent medical transportation to and from approved medical services and who have no other transportation resources available to them or cannot access existing public transportation.
- B. CPCCO members authorized for other transportation services by TCTD under this BPA.

#### 3. Service Area

The TCTD Brokerage provides NEMT services to CPCCO members residing in all parts of Clatsop, Columbia, and Tillamook Counties (the “Service Area”). NEMT services may also be provided to eligible OHP recipients from outside the Service Area or to return them home from the Service Area. Rides may also be authorized to and from destinations outside the Service Area when the required services are not available within the Service Area but are available in another area of the State, or other states.

#### **4. Types of Transportation**

This BPA provides for the following types of transportation which are offered through the TCTD Brokerage:

- A. Van transportation including wheelchair lift-equipped vans;
- B. Sedan service, including taxicabs;
- C. Stretcher car service;
- D. Volunteer transportation - volunteers driving their own vehicles;
- E. Secure transport; and
- F. Non-Emergent Ambulance.

#### **5. Brokerage Management**

TCTD provides overall management of the TCTD Brokerage for the Service Area. TCTD screens telephone requests for transportation assistance to ensure that individuals requesting services are eligible to receive transportation services. If eligible, TCTD arranges transportation by one of the organizations holding a BPA with TCTD. Selection of Contractor to provide services under the BPA is at the sole discretion of TCTD and is not negotiable.

#### **6. Contractor Responsibilities**

Contractors are responsible for meeting the provisions of this BPA including the attached:

- Brokerage Transportation Provider Standards (Attachment A);
- Criminal History Record Review Criteria (Attachment B);
- Special Federal Requirements (Attachment C);
- Code of Professional Conduct for Drivers (Exhibit D); and
- HIPAA Compliance and Fraud, Waste & Abuse (Exhibit E)

Attachments A, B, C and Exhibits D and E are herein incorporated by reference. One or more violations of any of the requirements in this BPA, including the Brokerage Transportation Provider Standards as determined by TCTD may be grounds for termination or suspension in TCTD's sole discretion.



# BLANKET PURCHASE AGREEMENT

## SECTION II

### GENERAL PROVISIONS

#### 1. Description of Agreement

This Blanket Purchase Agreement (BPA) is for the purchase of transportation to and from services in the Service Area as described in Section I, paragraph 3, General Program Description. Purchase of the services required by this BPA shall be made, if and when TCTD's Project Manager, or his/her designee, places at his/her discretion a call against this BPA. This is not an exclusive agreement. TCTD does not warrant or guarantee a minimum or maximum amount of service that Contractor may receive.

#### 2. Extent of Obligation

TCTD is obligated only to the extent of authorized purchases actually made by the TCTD Brokerage and performed by Contractor as required under this BPA.

#### 3. Pricing and Profile Forms

The Contractor holding this BPA shall complete the pricing forms to be supplied separately. These forms shall be completed to the satisfaction of TCTD prior to the placement of any call against this BPA. Contractor is authorized to change its rates once every three months.

#### 4. Pricing

A. Contractor is authorized to set its own prices within the following parameters:

- (1) No payment will be made for duplicate mileage. When two NEMT clients are transported at the same time, only one mileage charge will be allowed.
- (2) Shared NEMT ride rates shall be no more than half the base rate for each mode of transportation in accordance with OAR 410-136-3220.
- (3) Wait time may be included in the contracted rate, but will be paid only in the case of a medical interval in route (vomiting, nausea, or other medically necessary episode) or as authorized by the TCTD Brokerage.
- (4) No payment will be made for any services other than those listed on the Contractor's pricing proposal without prior approval by the TCTD

Brokerage. Contractor may not charge additional fees for transports to or from specific facilities or for pharmacy stops without prior authorization.

- (5) No repair fee for vehicles damaged by NEMT clients during transport is allowed.
- (6) No cleanup fee for vehicles is allowed.
- (7) No charges for assistance or "waiting time" prior to the time the NEMT client enters the vehicle or for assistance after the NEMT client exits the vehicle are allowed.
- (8) No additional charge may be made for an authorized escort or attendant accompanying the NEMT client.
- (9) No payment will be made for no-show or late cancel trips.
- (10) Trips may be offered to Contractor on a case by case "bid" basis.

B. Contractor is expected to determine its pricing structure based on the actual costs incurred by the individual company, not on what similar companies are charging. Agreement among competitors to raise, fix or otherwise maintain the price at which their services are sold is prohibited and is grounds for suspension or termination of this BPA in TCTD's sole discretion.

## **5. Purchase Limitations**

- A. All transport, with the exception of after-hours urgent transports, must receive prior authorization by the TCTD Brokerage.
- B. Authorization for after-hours transport will be determined by TCTD Brokerage review. After-hours transports are rides that occur after minimum service hours as defined in Attachment A, Section 12. No authorization or payment will be made for after-hours claims submitted more than 72 hours after the service was provided.

## **6. Reimbursement**

- A. Reimbursement will be made for the route and mileage selected from point of origin to the destination by TCTD Brokerage software.
- B. Reimbursement will be made only when transport of a NEMT client has actually occurred.

- C. Reimbursement is based on the condition that the NEMT service was provided as authorized by TCTD, including shared ride status, escort requirements, assigned pick-up and drop-off locations, and any other directions provided by TCTD with the trip assignment.
- D. Reimbursement by TCTD is considered to be payment in full.

## 7. Billing

- A. Contractor is responsible for reviewing billing in TCTD Brokerage software.
- B. Contractors not using tablets with the TCTD Brokerage software must submit the following information within 48 hours after each completed ride using the TCTD Brokerage software web interface:
  - i. Trip authorization number;
  - ii. Client name;
  - iii. Mode of transportation, i.e. sedan, wheelchair vehicle, stretcher, secured, etc.
  - iv. Date and time of transport;
  - v. Pick-up and drop off locations;
  - vi. Scheduled time of pickup
  - vii. Actual time of pickup
  - viii. Actual time of drop-off
  - ix. Trip charge;
  - x. Trip mileage;
  - xi. Driver name;
  - xii. Vehicle number or other identification;
- C. One or more incidents of inappropriate billing practices for NEMT services provided under this BPA shall be deemed a material breach of the BPA and subject to immediate suspension or termination of the BPA for cause in TCTD's sole discretion. Inappropriate billing practices include, but are not limited to, the following:
  - i. Over billing for transportation services.
  - ii. Billing for individual rides where group rides were provided.
  - iii. Billing for services not provided.
  - iv. Billing Medicare or other federal, state or private insurance for services authorized under this BPA.
  - v. Billing NEMT clients for services authorized under this BPA.
  - vi. Billing for service animals.
- D. Invoices for services under this BPA shall be submitted only for trips authorized by TCTD. Contractor may submit monthly or weekly invoices to TCTD. Invoices for trips shall be submitted no later than **fifteen (15) days** after the end of the

month in which service is provided. Invoices must be submitted electronically through TCTD Brokerage's software program.

- E. Contractor may not bill Clients directly for NEMT services authorized under this BPA. Providers shall not bill clients or TCTD for no-shows or canceled trips.

## **8. Payment**

- A. Payment for services under this BPA shall be made only for trips authorized by TCTD. TCTD shall pay Contractor for all undisputed invoices within thirty (30) days after TCTD's Finance Department receives approval to pay the invoice from the TCTD Brokerage for calls placed against this BPA.
- B. TCTD may dispute any charges invoiced by Contractor by identifying the specific charge(s) and requesting additional documentation or other information from the Contractor within fifteen (15) days of receiving the invoice. If TCTD rejects an invoiced charge it will notify the Contractor in writing. Contractor will have seven (7) days after receipt of the rejection to appeal the rejection to the Brokerage Administrator in writing. The Brokerage Administrator shall consider the appeal and shall provide a final decision in writing to Contractor within fifteen (15) days after receipt of the appeal.
- C. If an audit or billing review by TCTD identifies overbilling or other excessive charges, Contractor will be required to reimburse TCTD for the amount of the overpayment (without limitation of TCTD's other rights and remedies, including, but not limited to, TCTD's right to terminate or suspend Contractor). Audit and review may take place any time after payment for NEMT services has been made.

## **9. Insurance**

- A. During the term of this BPA, Contractor shall purchase and maintain all insurance required by this BPA. Contractor shall furnish acceptable certificates of insurance and copies of applicable insurance policies, binders and addenda to TCTD within ten (10) days prior to the award of this BPA and prior to commencement of any work under this BPA. Contractor shall also furnish acceptable certificates of insurance and copies of applicable insurance policies, binders and addenda to TCTD within ten (10) days prior to policy renewal, change, or change of the insurance carrier.
- B. Contractor shall be responsible for the payment of all premiums and deductibles. Contractor shall maintain insurance of the types and in the amounts described below:

- i. Commercial General Liability Insurance

Covers bodily injury, death and property damage in a form and with coverages that are satisfactory to TCTD. This insurance shall include personal injury liability, advertising liability, products and completed operations, contractual liability coverage for the indemnity provided under this BPA, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,500,000.00 for any single claimant, and \$3,000,000.00 for multiple claimants. Annual aggregate limit shall not be less than \$5,000,000.00.

ii. Automobile Liability Insurance

Insurance covering all business use including coverage of owned, non-owned, or hired vehicles. Coverage shall be written on an occurrence basis in an amount of not less than \$1,500,000.00 for any single claimant, and \$3,000,000.00 for multiple claimants. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Use of personal automobile liability insurance coverage may be acceptable at TCTD's sole discretion if such coverage is written for a minimum of \$1,000,000.00 and Contractor submits evidence that the policy includes a business use endorsement.

iii. Worker's Compensation Insurance

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017, and shall provide worker's compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Contractor is an employer subject to any other state's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements. Contractor shall require and ensure that each of its Subcontractors complies with these requirements.

The certificates of insurance provided by Contractor shall be executed by a duly authorized representative of each insurer showing compliance with the insurance requirements set forth above.

Failure of TCTD to demand such certificate or other evidence of full compliance with these insurance requirements or failure of TCTD to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

In the event of cancellation or restriction by the Contractor's insurance company of any insurance coverage required herein, the Contractor shall notify TCTD orally and in writing before the cancellation takes effect or no later than two (2) days from notification by the insurance company. Failure to notify TCTD as stated is cause for termination of this BPA.

C. The insurance required under this Paragraph shall:

- i. Be issued by an insurance company licensed to do business in the State of Oregon;
- ii. Be issued by an insurance company with a rating of A- or above;
- iii. Include TCTD and each of its respective directors, officers, representatives, agents, and employees as **additional insureds** with respect to work or operations connected with the BPA for the Commercial General Liability and Automobile Liability insurance. Also include the State of Oregon, Oregon Health Authority, CPCCO, and each of their respective directors, officers, representatives, agents, and employees as **additional insureds** with respect to work or operations connected with the BPA for the Commercial General Liability and Automobile Liability insurance.

Coverage shall be primary and non-contributory with any other insurance and self-insurance. The **Additional Insured** endorsement with respect to liability arising out of Contractor's ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the **Additional Insured** endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent.

- D. Contractor's insurance shall apply as primary and neither Contractor nor its insurer(s) will seek contribution from any insurance maintained by or provided to the additional insureds listed above. This limitation must be stated on the insurance certificate.
- E. Where permitted by law, Contractor will cause their underwriters of insurance policies to waive their rights of subrogation arising from the work performed under this contract. This waiver must be stated on the certificate and endorsements attached to the insurance certificate.
- F. In addition to Contractor's other requirements of indemnity under this BPA, Contractor shall hold harmless, defend and indemnify TCTD, its officers, directors, employees and agents from and against any loss, expenses, assessments, penalties, costs, claims or liability, including reasonable attorney's fees, resulting from Contractor's failure to provide the insurance required by this BPA, including but not limited to a finding or determination

by a court, regulatory agency or other entity with governing legal authority that Contractor is subject to the requirements of the worker's compensation statutes.

- G. Notice of Cancellation or Change: Contractor shall assure that no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) occurs without 30 days' prior written notice from Contractor or its insurer(s) to TCTD. Any failure to comply with this clause constitutes a material breach of this BPA and is grounds for immediate termination of this BPA by TCTD.
- H. Proof of Insurance: Contractor shall provide to TCTD Certificate(s) of Insurance for all required insurance before performing any NEMT services required under this BPA. The Certificate(s) shall list the following as a Certificate holder and as an endorsed Additional Insured: TCTD and each of its respective directors, officers, representatives, agents, and employees; the State of Oregon and each of its respective directors, officers, representatives, agents, and employees; CPCCO and each of its respective directors, officers, representatives, agents, and employees. If excess /umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance, TCTD has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.
- I. "Tail" Coverage: If any of the required liability insurance is on a "claims made" basis, Contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this BPA, for a minimum of 24 months following the later of (i) Contractor's completion and TCTD's acceptance of all services required under this Contract, or (ii) the expiration of all warranty periods provided under this Contract.

## **10. Contractor's Status and General Responsibilities**

- A. Contractor is an independent contractor for all purposes and is entitled to no compensation from TCTD other than that provided by this BPA. Neither Contractor, nor Contractor's employees, agents or subcontractors, if any, shall be deemed to be employees or agents of TCTD, Oregon Health Authority or CPCCO as those terms are used in ORS 30.265 or otherwise. Nothing in this BPA shall be construed to create a partnership, joint venture or agency relationship between Contractor and TCTD. Contractor shall inform TCTD of Contractor's Federal Internal Revenue Service Employer Identification Number, or, if Contractor is an individual with no employer identification number, Contractor's Social Security Number.

B. Contractor shall provide and pay for all labor, materials, equipment, utilities, and other goods or services necessary for full performance of this BPA, unless this BPA specifically provides otherwise. TCTD may, in its sole discretion, require Contractor to use tablets to interface with the TCTD Brokerage software, in which case Contractor will be required to purchase and maintain such tablets, chargers, and mounting gear as are necessary for Contractor's safe and reliable access to such software. Contractor shall supervise and direct performance of this BPA using its best skill, and shall be responsible for selecting the means of BPA performance. If, during or after the term of this BPA, Contractor learns of any actual or potential defect in the services provided under this BPA, or any problem associated with the results of BPA performance, or of any nonconformance with a provision of this BPA or of federal, state, or local law, Contractor shall inform TCTD at the earliest possible time (and in no event later than the next day) in writing with a full description of the defect, problems, or nonconformance. Failure to so notify TCTD will be deemed a material breach of this BPA and will subject Contractor to immediate suspension or termination for default in TCTD's sole discretion.

#### **11. Service Availability**

Contractor shall have adequate driver, vehicle and dispatch resources available to provide the volume of NEMT service requested by TCTD. Contractor shall immediately contact TCTD Brokerage Dispatch staff regarding any instance in which Contractor is unable to perform an assigned ride. TCTD Brokerage staff shall document the reason the trip cannot be performed. A pattern of inability to perform assigned trips or excessive non-performance of assigned trips shall subject Contractor to a reduction in rides offered, or immediate suspension or termination for default in TCTD's sole discretion.

#### **12. Notices and Communications**

All notices and other communications concerning this BPA shall be written in English. Notices and other communications may be delivered personally, by e-mail, by fax or by regular, certified, or registered mail, unless a specific method of delivery is required under this BPA.

#### **13. Subcontract, and Assignment**

Contractor shall not enter into any subcontract, including any subcontracts with drivers or dispatchers, nor assign or transfer any of its rights or delegate any of its responsibilities for performance of this BPA without the prior written consent of TCTD. Any subcontract, assignment or transfer of interests is subject to such conditions and provisions as TCTD, CPCCO and/or Oregon Health Authority may deem necessary. No assignment, transfer of interest or subcontract shall be



deemed to create any obligation of TCTD, Oregon Health Authority or CPCCO in addition to those set forth in this BPA.

TCTD's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this BPA.

#### **14. Indemnification**

Contractor shall indemnify, hold harmless, and defend TCTD, its officers, directors, employees, representatives and agents from any loss, expense, liability or claim including but not limited to legal fees and costs of defending actions or suits, resulting directly or indirectly from the negligence or other fault of Contractor, or its respective employees, representatives or subcontractors in the performance or nonperformance of this BPA. Approval by TCTD of insurance contracts required under this BPA shall not reduce or relieve Contractor of liability under this BPA. Contractor's obligations hereunder shall survive termination or expiration of this BPA.

#### **15. Subcontract Provisions**

Contractor may, with TCTD's prior written approval, subcontract the delivery of any service provided under this BPA. Contractor shall include in any subcontract authorized by TCTD, any provisions necessary to make all of the provisions of this BPA fully effective. Contractor shall provide all necessary plans, specifications and instructions with suppliers and subcontractors to enable them to properly perform its work. **Contractors shall provide copies of all subcontracts for delivery of service under this agreement to TCTD for review and approval.** A driver could be a subcontractor under certain circumstances; in these cases, the subcontract would need to meet IRS and Workers Compensation guidelines to be considered a subcontractor and not an employee. Sub-contractors are required to carry the same amount of vehicle and liability insurance as TCTD requires of Contractors under this BPA. In addition to any other provisions TCTD may require, Contractor shall include in any permitted subcontract under this BPA, provisions to ensure that TCTD, Oregon Health Authority, or CPCCO will receive the benefit of subcontractor performance as if the subcontractor were the Contractor. Contractor shall provide all necessary instructions and information to any suppliers and subcontractors (including subcontracted drivers and dispatchers) to enable them to properly perform their work.

#### **16. Convict Labor**

Except as permitted by ORS 421.410, Contractor shall not employ any individual in performance of this BPA who is an inmate of a penal or correctional institution.

## 17. Computation of Time

Time periods measured in days shall be computed by excluding the day upon which the period begins to run and including the last day of the period unless the last day is a Saturday, Sunday or legal holiday as defined in ORS 187.010 or 187.020. Such period shall run until, and shall include, the next day that is not a Saturday, Sunday, or legal holiday as defined in ORS 187.010 or 187.020. All time periods measured in days shall be based upon calendar days.

## 18. Termination

- A. For Convenience. This BPA may be terminated for TCTD's convenience upon 30 days' notice in writing, and delivered by certified mail or in person. The Contractor may terminate this BPA for convenience upon 30 days' notice in writing, and delivered by certified mail or in person. Contractor shall be compensated for all services performed under this BPA up to the effective termination date, minus any offsets by TCTD for overpayments or any other costs or damages suffered by TCTD. Any such termination of this BPA shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
- B. For Cause. TCTD may immediately terminate this BPA for cause upon written notice to Contractor. A termination for cause may occur for any reason deemed sufficient by TCTD in its discretion, including, but not limited to, the following: (1) one or more breaches of the terms of this BPA, including any failure by Contractor to comply with the Brokerage Transportation Provider Standards; or (2) if Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for benefit of creditors, or ceases doing business on a regular basis. Unless otherwise stated by TCTD at the time of termination or thereafter, termination shall mean that Contractor and its principals shall not reapply for services under this BPA.
- C. Upon TCTD's termination of the BPA for convenience or for cause, Contractor has 45 days from the date of notification in which to bill all outstanding ride charges.
- D. Non Waiver of Suspension/Termination Rights. TCTD's failure to suspend or terminate Contractor for past violations of this BPA, including the Brokerage Transportation Provider Standards, shall in no way waive, limit or abrogate TCTD's right in its sole discretion to suspend or terminate Contractor for such past or subsequent violation or violations. Similarly, TCTD's limited degree or duration of a suspension or termination of Contractor for past violations of this BPA, including the Brokerage Transportation Provider Standards, shall in no way waive, limit or abrogate

the degree or duration of suspension or termination that TCTD in its sole discretion may issue for such past or subsequent violation or violations.

**19. Suspension**

TCTD, at its sole discretion, may discontinue ride assignment or suspend this BPA at any time and for any length of time pending investigation of any concerns about NEMT service provision or compliance under this BPA. NEMT service shall be reinstated at TCTD's sole discretion once Contractor demonstrates to TCTD's satisfaction that it is complying with the terms and conditions of this BPA or that NEMT service delivery concerns have been resolved.

**20. Retirement System Status**

Contractor is responsible for all benefit program contributions for its employees and subcontractors, agents and officers that arise out of or under this BPA. These programs may include, but are not limited to: Federal Social Security, Unemployment Insurance, Workers Compensation, and Public Employees' Retirement System.

**21. Effective Date and Duration**

Expiration of the BPA shall not extinguish either party's right to enforce this BPA with respect to any default or defect in performance that has not been cured.

**22. Government Employment Status**

The funds to pay the Contractor will be charged against federal funds. Contractor certifies that it is not currently employed by the Federal Government for the work being performed under this BPA.

**23. Dual Payment**

Contractor shall not be compensated for work performed under this BPA by any other Department or Agency of the State of Oregon or the Federal Government.

**24. Records Maintenance and Access**

Contractor shall maintain all financial records relating to this BPA in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Contractor, whether in paper, electronic or other form, that are pertinent to this BPA in such a manner as to clearly document Contractor's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Contractor whether in paper, electronic or other form, that are pertinent to this BPA,

are collectively referred to as "Records." Contractor acknowledges and agrees that TCTD, CPCCO, Oregon Health Authority and the Oregon Secretary of State's Office and the federal government and all of their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. Contractor 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 final payment and termination of this BPA, or until the conclusion of any audit, controversy or litigation arising out of or related to this BPA, whichever date is later. Contractor shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

## **25. Compliance with Applicable Law**

- A. Contractor agrees to comply with all federal, state, county, and local laws, ordinances and regulations applicable to work performed under this BPA.
- B. Without limitation of other applicable laws, Contractor shall comply with the provisions required in every public contract entered into in the State of Oregon, including but not limited to the requirements of ORS 279B.020 and ORS 279B.220 through 279B.235, the terms and conditions of which are incorporated into and made a part of this BPA, including but not limited to the following:
  - i. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in this BPA.
  - ii. Pay all contributions or amounts due the Industrial Accident Fund from such agency or subcontractor incurred in performance of this BPA.
  - iii. Not permit any lien or claim to be filed or prosecuted against TCTD on account of any labor or material furnished.
  - iv. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- C. If Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person in connection with this BPA as such claim becomes due, the proper officer representing TCTD may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Contractor by reason of this BPA.
- D. Reserved.

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

## **26. Nondiscrimination**

The parties agree to comply with Title VI of the Civil Rights Act of 1964, with Section V of the Rehabilitation Act of 1973, and with all applicable regulations of federal and state civil rights and rehabilitation statutes, rules and regulations. The parties shall also comply with the Americans with Disabilities Act of 1990, ORS Chapter 659, and all regulations and administrative rules established pursuant to those laws.

## **27. Confidentiality**

Contractor shall comply and require its employees and all other persons performing services for Contractor under this BPA, to comply with the following confidentiality provisions:

- A. Contractor and all of their employees shall treat all information and, in particular, information relating to recipients and providers, which is obtained by and through its performance under this BPA, as confidential information to the extent that confidential treatment of that information is provided for under Health Insurance Portability and Accountability Act of 1996 (HIPAA) or other State and Federal law. Contractor shall safeguard such information and shall not use any information so obtained in any manner except as necessary to the proper discharge of its obligations hereunder.

### **B. Client Information**

- i. All information as to personal facts and circumstances obtained by the Contractor about a client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, the responsible parent of a minor child, or the client's legal guardian or personal representative except as required by other terms of this contract. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.

- ii. The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this BPA. Confidentiality policies shall be applied to all requests from outside sources.
- iii. CPCCO, Contractor and any subcontractor will share information as necessary to effectively provide NEMT services to CPCCO members.

C. Information Privacy/Security/Access

If the work performed under this BPA requires Contractor or, when allowed, its subcontractor(s), to have access to or use of any Oregon Health Authority computer system or other Oregon Health Authority Information Asset for which Oregon Health Authority or CPCCO imposes security requirements, and Oregon Health Authority grants Contractor access to such Oregon Health Authority or CPCCO Information Assets or Network and Information Systems, Contractor shall comply and require any subcontractor(s) to which such access has been granted to comply with OAR 407-014-0300 through OAR 407-014-0320, as such rules may be revised from time to time. For purposes of this section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 407-014-0305, as such rule may be revised from time to time.

**28. Requirements to Report Abuse of Certain Classes of Persons**

- A. Contractor shall comply with, and cause all employees and subcontractors to comply with, the applicable laws for mandatory reporting of abuse for certain classes of persons in Oregon, including:
  - iv. Children (ORS 419B through 419B.045);
  - v. Elderly Persons (ORS 124.055 through ORS 124.065);
  - vi. Residents of Long Term Care Facilities (ORS) 441.630 through 441.645);
  - vii. Adults with Mental Illness or Developmental Disabilities (ORS 430.735 through ORS 430.743)
  - viii. Abuse of Individuals Living in State Hospitals (OAR 943-045-0400 through 945-045-0520)
- B. Contractor shall make reports of suspected abuse of persons who are members of the classes established in Section 3.A above to Oregon's Statewide Abuse Reporting Hotline: 1-855-503-SAFE (7233), as a requirement of this Contract.
- C. Contractor shall immediately report suspected child abuse, neglect or threat of harm to DHS Child Protective Services or law enforcement officials in full accordance with the mandatory Child Abuse Reporting law (ORS 419B.005 through 419B.045). If law enforcement is notified, the Contractor shall notify the referring DHS caseworker within 24 hours. Contractor shall immediately

contact the local DHS Child Protective Services office if questions arise as to whether or not an incident meets the definition of child abuse or neglect.

D. Contractor shall report suspected abuse of the elderly or abuse of patients in a medical or care facility immediately to DHS Aging and People with Disabilities office or to a law enforcement agency.

E. If known, the abuse report should contain the following:

- i. The name and address of the abused person and any people responsible for their care;
- ii. The abused persons age;
- iii. The nature and the extent of the abuse, including any evidence of previous abuse;
- iv. The explanation given for the given for the abuse;
- v. The date of the incident; and
- vi. Any other information that might be helpful in establishing the cause of the abuse and identity of the abuser.

## **29. Severability**

The parties agree that if any term or provision of this BPA is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the BPA did not contain the particular term or provision held to be invalid.

## **30. Additional Special Federal Requirements (Attachment C)**

## **31. Recycling**

As required by Oregon Statute, in the performance of this BPA Contractor shall use, to the maximum extent economically feasible, recycled paper.

## **32. Mediation**

Should any dispute arise between the parties concerning this BPA, which is not resolved by mutual agreement, it is agreed that the dispute will be submitted to mediated negotiation as a condition precedent to any party commencing litigation. In such an event, the parties to this BPA agree to participate in good faith in a non-binding mediation process. The mediator shall be selected by mutual agreement of the parties, but in the absence of such agreement, each party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. All cost of mediation shall be borne equally by the parties.

## **33. Applicable Law and Jurisdiction**

This BPA shall be governed by Oregon law without regard to any jurisdiction's conflict of laws, rules or doctrines. Any suit or action arising from this BPA shall be

commenced and prosecuted in the courts of Tillamook County, Oregon or the U.S. District Court for the District of Oregon as applicable. The parties agree to submit to the jurisdiction and venue of these courts.

**34. Remedies Cumulative**

The remedies exercisable by TCTD under this BPA shall be cumulative and in no way affect any other remedy available under the law to TCTD.

**35. Compliance With Tax Laws**

ORS 305.385(6) states:

"No contract or other agreement for the purpose of providing goods, services or real estate space to any agency shall be entered into, renewed or extended with any person, unless the person certifies in writing, under penalty of perjury, that the person is, to the best of the person's knowledge, not in violation of any tax laws described in ORS 305.380(4)."

By signature on this BPA, Contractor hereby swears/affirms, under penalty of perjury as provided in ORS 305.385(6), that to the best of their knowledge they are not in violation of any of the tax laws described in ORS 305.380(4).

**36. Amendment**

[Placeholder – to be copied from CPCCO-TCTD Delegation Agreement once finalized]

**37. Grievances**

[Placeholder – to be copied from CPCCO-TCTD Delegation Agreement once finalized]

**38. Third-Party Beneficiaries**

TCTD and Contractor are the only parties to this BPA and are the only parties entitled to enforce its terms. Nothing in this BPA gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this BPA.

**39. Calculation of Time.**

Any deadlines set forth in the BPA shall be counted in actual calendar days unless otherwise specified. In the event the deadline falls on a weekend or federal holiday, the performance shall be due on the next business day.



#### **40. Merger Clause**

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

**BLANKET PURCHASE AGREEMENT**

**SECTION III**

**CONTRACTOR INFORMATION**

**BUSINESS PROFILE**

1. **BUSINESS NAME:** \_\_\_\_\_

LEGAL NAME (if different): \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

2. **TYPE OF BUSINESS** (Mark One)

PUBLIC AGENCY:

PRIVATE NON-PROFIT:  OTHER:

PRIVATE FOR-PROFIT:

SOLE PROPRIETORSHIP:  PARTNERSHIP:  CORPORATION:

3. **IDENTIFICATION NUMBERS**

STATE OF OREGON CORPORATION ID NUMBER: \_\_\_\_\_

FEDERAL TAX NUMBER: \_\_\_\_\_

OTHER: (Specify): \_\_\_\_\_

**4. BUSINESS OWNERSHIP**

NAME OF OWNER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

NAME OF OWNER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

NAME OF OWNER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

NAME OF OWNER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

NAME OF OWNER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

**5. VEHICLE INVENTORY**

List each vehicle to be used in the performance of service under this contract. Use additional sheets or attach your company list if needed.

<b>Vehicle #</b>	<b>Year</b>	<b>Make</b>	<b>Model</b>	<b>Passenger seating capacity (don't count seats that would be never used, i.e. the hump seat in a passenger car)</b>	<b>Lift/Ramp Equipped Y/N Number of useful wheelchair spaces</b>	<b>Number of oversize wheelchair spaces</b>

**6. DRIVER INFORMATION**

List each driver to be used in the performance of service under this contract. Use additional sheets or attach your company list if needed.

Driver Name	Driver License Number	Driver Licence Exp Date	Criminal Background Check Date	Driving Record Check Date	CPR/1st Aid Exp Date	Defensive Driving Exp Date	Passenger Assistance Exp Date

**7. SERVICE AVAILABILITY**

List the specific hours and days your business is available to provide the transportation services described in this agreement.

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**8. SERVICE AREA**

Describe in detail the boundaries of your service area and any exceptions regarding provision of transportation in your service area. Attach a map to the application that indicates your service area.

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**9. SERVICES PROVIDED**

Describe the services provided by your business, specifically any specialized service, specialized training your staff has received, or any limitations with regard to the transportation you could provide. Specify the number of vehicles available during your hours of operation and include your estimated trip capacity for each vehicle per day.

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**10. KEY CONTACT INFORMATION**

**A. Identify the key Management/Operations contact person for this BPA:**

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

**B. Identify the key contact person for Scheduling and Dispatch:**

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

**C. Identify the key contact person for Billing:**

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_



FAX NUMBER: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

**11. START UP**

What is the date you are available to begin Transportation Services under this BPA? Explain how you will assure that qualified and trained drivers will be available for services throughout the proposed Service Area(s) on the start date.

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**12. COMPUTER INFORMATION**

You must have the following:

- Internet access
- E-mail, including ability to send and receive attachments
- Ink Jet or Laser Printer (portrait and landscape print capability)
- Document scanning
- At TCTD's sole discretion, Contractor may be required to purchase tablets with a data plan from a cellular service provider for each vehicle that will be in service

**SOFTWARE**

Contractor must also have a current version of an internet browser, such as Firefox, Chrome, or Safari. Our software does not work with Microsoft Internet Explorer.

Contractor must be able to communicate with TCTD electronically.

**13. DRIVER AND VEHICLE INFORMATION**

YES

NO

\_\_\_

\_\_\_

Drivers used in the performance of this BPA are skilled in passenger assistance, defensive driving, first aid, CPR and blood-borne pathogen techniques. They are trained to use any specialized equipment, such as wheelchair lifts and stretcher gurneys that are required to assist in loading and unloading passengers.

\_\_\_

\_\_\_

The company/organization maintains records and evidence which verifies that all drivers operating under this BPA have received all training required in this BPA.

\_\_\_

\_\_\_

Vehicles used by the company/organization meet passenger safety and comfort standards. They are properly equipped, accessible, and maintained. They comply with the federal motor vehicle safety standards and, when applicable, they have: seat belts as required by state, county, and/or city laws and regulations; wheelchair loading and securing devices as required, and; restraining devices, padding and blankets as needed.

I certify that the driver and vehicle information provided in Section III is accurate. I have the authority to make contractual commitments for this company.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME

DATE

# **BLANKET PURCHASE AGREEMENT**

## **ATTACHMENT A**

### **TCTD TRANSPORTATION PROVIDER STANDARDS**

1. Contractor shall comply with all applicable local, state, and federal licenses and certifications. Contractor shall possess current appropriate local, state and federal licenses and certifications required by respective jurisdictions and copies of such licenses and certifications shall be provided to TCTD prior to the commencement of services under this BPA.
2. Contractor shall comply with appropriate local, state, and federal transportation safety standards regarding passenger safety and comfort. This includes, but is not limited to, proper equipment, accessibility, maintenance, seat belts and all equipment necessary to transport clients using wheelchairs or stretchers.
3. Contractor must not be under sanction by the Oregon Health Authority.
4. Without limitation of any other applicable provision of this BPA, Contractor shall treat, and shall require any person performing services under this BPA to treat every aspect of a transport as confidential, including the fact of client's program eligibility and any or all information pertaining to a client's physical or mental health status or condition.
5. All ride assignments and written communication for brokerage services shall be performed via computer scheduling and dispatching software with the TCTD Brokerage. Contractor must have computer equipment capable of receiving and responding to ride assignments, e-mail and e-mail attachments from TCTD. In some cases, Contractor will also be using tablet devices that work with TCTD's scheduling and dispatching software in vehicles.
6. Contractor must communicate in English with TCTD Brokerage personnel, both verbally and in writing. Contractor must have computer skills sufficient to successfully perform scheduling, dispatching and billing.
7. All employees or subcontracted personnel who may have one-on-one contact with a client must complete a background record check in accordance with ORS 181.534, ORS 181.537, and OAR chapter 257, division 10. Criminal background checks shall be processed including the criteria set forth in Attachment B. If the Contractor requests an exception to the standards set forth in Attachment B, TCTD will forward the request to CPCCO for its review and action.
8. Contractor shall collect all data required by TCTD to be used in preparing reports and passenger surveys.

9. Contractor shall provide TCTD monthly with a list of all employees and owners for the purpose of exclusion checks.
10. Contractor must respond to all complaints and incidents within five (5) days of receipt. Response must be in written form and returned to TCTD.

#### 11. Vehicle Standards

A. Contractor shall assure the comfort and safety of clients by proper maintenance of their vehicles. This includes, but is not limited to:

- (1) The interior shall be clean and free from any debris impeding a passenger's ability to ride comfortably.
- (2) Smoking is prohibited in the vehicle at all times in accordance with ORS 433.835 to 433.990 and OAR 333-015-0025 to 333-015-0090. The Contractor shall not smoke, aerosolize or vaporize an inhalant consisting of nicotine, a cannabinoid or a substance to be delivered into a person's respiratory system or permit smoking, aerosolizing or vaporizing of an inhalant in the vehicle or around (must be 10 or more feet away from the vehicle) at any time.
- (3) Appropriate safety equipment must be present and operable, including but not limited to:
  - a. First aid kit
  - b. UL-approved fire extinguisher with current inspection tag
  - c. Roadside reflective devices or flares
  - d. Flashlight
  - e. Chains or traction tires (when appropriate)
  - f. Disposable gloves
  - g. Blood-borne pathogen kit
  - h. Accident report form
- (4) Vehicles in good operating condition, including but not limited to:
  - a. Seatbelts and seatbelt extenders
  - b. Side and rear view mirrors
  - c. Horn
  - d. Turn signals, headlights, taillights, and windshield wipers
  - e. Heater and air conditioner maintained in good working order for the climatic conditions of the area.
- (5) Vehicles shall be equipped with two-way radios and/or, phones and/or tablet devices. CB radios and pagers are not acceptable. Contractor shall have the ability to communicate concurrently with their drivers and TCTD Brokerage Dispatch staff.

- (6) Wheelchair vehicles shall at the minimum meet ADA requirements as defined in 49 CFR Part 38, 49 CFR Part 571.403 and 49 CFR Part 571.404. Wheelchair vehicles require a minimum annual inspection and documentation of ADA lift/ramp compliance and proper working order by a certified lift mechanic. An annual ADA lift/ramp inspection must be performed within 90 days or less prior to TCTD's annual vehicle inspection.
- (7) Wheelchair securement location within a vehicle must be designed to limit movement of an occupied wheelchair when the vehicle is in normal operation, using a four-point tie down system. Separate from the wheelchair securement system, an occupant securement system consisting of a lap and shoulder belt shall be provided.
- (8) Lifts and other installed accessories including radios shall be maintained in accordance with the recommendations of the respective manufacturer and records of the maintenance shall be maintained.
- (9) Vehicle exteriors shall be washed on a regular basis to maintain a reasonably clean appearance in all seasons.
- (10) Vehicle interiors shall be swept/vacuumed and cleaned up each day before the start of service, and thoroughly cleaned (scrubbed) on a regular basis. Interior cleaning agents shall be fragrance free and shall not be offensive or injurious to individuals with heightened sensitivity to environmental toxins or fragrances.
- (11) All vehicles shall have exteriors free of broken mirrors, broken windows, excessive grime, rust, chipped paint or major dents or body damage that detracts from the overall appearance of the vehicle. Vehicles with major body damage must be removed from service until the damage is completely repaired.
- (12) Passenger compartment shall be free from torn upholstery or torn or excessively worn floor covering. Seats shall not be broken, damaged or have protruding sharp edges.
- (13) Each vehicle shall have sufficient functioning interior lights within the interior compartment.
- (14) Each vehicle shall be weather-tight and free of leaks.
- (15) Vans or buses shall carry and use a portable step, retractable boarding step, or running board to assist in boarding. Said portable step must be a commercially manufactured item designed for this purpose and must have a base broader than the step area.

(16) Neither drivers nor passengers shall be allowed to play loud music in the vehicle. Passengers may use personal radios, CD players and other music storage devices if they use headphones. Drivers shall be in compliance with House Bill 2597 which addresses the use of a mobile electronic device while driving.

(17) Any fines incurred in the operation of the vehicle, including, but not limited to parking violations, shall be the sole responsibility of the Contractor. Contractor shall hold TCTD harmless for any fines, penalties or citations imposed on account of operation of the vehicle and any expense incurred.

(18) An individual file containing the following information shall be maintained for all vehicles owned, non-owned, hired, and sub-contracted under this BPA:

- a. Vehicle identification number (VIN)
- b. Complete vehicle maintenance records. Such records shall be available for inspection by TCTD during business hours. Contractor shall prepare and submit to TCTD such vehicle maintenance reports as TCTD may require.
- c. Vehicle loss control record listing incident description, date, mileage and driver.
- d. Vehicle equipment check log verifying that special equipment, including lift equipment, has been checked according to the suggested schedule of the manufacturer or at least semi-annually.
- e. Vehicle operational and safety check log recorded at the beginning of each work day and indicating that tires, brakes, lights, seat belts and other relevant equipment are operational and the vehicle has not been damaged.

(19) Vehicles shall display permanently affixed company identification with the company name and telephone number on the outside of the doors or windows on both sides of the vehicles. All required signage must be in lettering at least three (3) inches in height with proportional width. Signage must be clearly visible at all times. Volunteers driving their own vehicles, agencies transporting their own clients and secure transport providers are exempt from this requirement.

(20) All vehicles require State of Oregon DMV title or vehicle registration documentation.

- B. Contractors shall maintain a preventative maintenance schedule, which incorporates, at a minimum, the schedule recommended by the vehicle manufacturer. Contractors shall maintain records documenting repairs and preventive maintenance and make such records available to TCTD for inspection. **All vehicles involved in an auto accident or theft must be re-inspected and recertified to be eligible for TCTD service.**

- C. TCTD requires that a vehicle be inspected prior to placing the vehicle in service. Contractor may have that inspection done by an ASE certified mechanic and provide a copy that inspection to TCTD prior to placing the vehicle in service. If the Contractor is a public transit provider and has conducted a new vehicle acceptance inspection for the Oregon Department of Transportation, the provision of a copy of that form may be acceptable to TCTD.

TCTD requires an annual inspection of each vehicle used under this BPA and reserves the right to conduct an inspection at any time throughout the term of the BPA. Such inspections may either be conducted at the Contractor's facility or another agreed-upon location. Contractor shall make the vehicle available for inspection at no cost to TCTD. Any inspection is solely for TCTD's own purpose and shall in no way diminish the sole responsibility of the Contractor to operate and maintain a safe fleet of vehicles.

- D. All vehicles used in the performance of this BPA shall meet the following vehicle age requirements:

No vehicle shall be older than 15 years, including sedans, wheelchair vans, stretcher vehicles and secured transport vehicles, without prior written authorization of TCTD.

Notwithstanding the above age limits, TCTD may, at its sole discretion and after inspection of vehicles, determine which vehicles may be used in the performance of services under this BPA. Any vehicle that does not meet or exceed the vehicle standards set forth in this BPA shall be removed from service immediately and must be re-inspected and approved by TCTD before the vehicle may be reinstated for use under this BPA.

- E. No vehicles shall be substituted for vehicles in use under this BPA or added to a Contractor's fleet without prior inspection and approval of TCTD.
- F. Contractor shall maintain a minimum vehicle fleet of two (2) operational vehicles at all times.
- G. TCTD's review and approval of Contractor's vehicles shall in no way create liability in TCTD or relieve Contractor of its sole responsibility for proper maintenance and use of its vehicles or any other equipment.
- H. One or more violations of any of the above requirements as determined by TCTD may be grounds for termination or suspension of Contractor in TCTD's sole discretion.

## 12. Drivers

- A.** Contractors shall inform drivers of their job duties and responsibilities and provide training for all equipment related to their vehicles. This shall include, but not be limited to:
- (1) Briefing about the program, reporting forms, vehicle operation, requirements for fraud and abuse reporting and the geographic area in which they shall be providing service.
  - (2) Road testing and training to competence with the type of vehicle and equipment that the driver shall be operating.
  - (3) Completion of the six-hour National Safety Council Defensive Driving course, or an equivalent, within six months of date of hire and at least every three years thereafter.
  - (4) Completion of an approved First Aid, Cardiopulmonary Resuscitation and blood spill procedures course within six months of date of hire and maintain current certification.
  - (5) Completion of an approved Passenger Assistance training course within six months of date of hire and maintain current certification. Passenger Assistance training must include wheelchair securement training in a wheelchair vehicle for all drivers transporting clients in wheelchairs.
  - (6) Understanding CPCCO's procedures for responding to a passenger's needs for emergency care should they arise during the ride
- B.** Drivers must be prequalified by TCTD prior to performing service under this BPA. Prequalification includes but is not limited to:
- (1) A criminal history background check and DMV record check. Contractor will conduct the criminal history background check and is responsible for obtaining the DMV record. The DMV record check shall consist of a three-year personal driving record check and a three-year commercial or business driving record check or a three year-year combined check. The driver shall not have any at-fault accidents within the past three years.
  - (2) Driver qualifications include but are not limited to:
    - a. Driver has an appropriate and valid Oregon Driver's license.
    - b. Driver is 21 years of age or older.



- c. Driver has not been convicted of any crimes against people or any drug or alcohol related offenses, except as provided in Attachment B. Any exceptions to this policy shall be made with approval of CPCCO.
  - d. Driver is reliable and able to drive safely. Drivers must maintain a courteous and polite manner in all dealings with the public and must be sensitive to the needs of people using NEMT services including people with disabilities, people of all sexual orientations, cultural and racial minorities, older persons, children and persons with major illnesses and/or who are medically fragile. Drivers shall not develop or maintain romantic or sexual relationships with any individual transported.
  - e. Driver is trained to use any special equipment installed on their vehicles including but not limited to wheelchair lifts, use and securement of mobility devices, child car seat use and securement, tablet computers and two-way radios. Verification shall consist of records maintained for all drivers that verify training was received and completed to competence.
  - f. Driver is familiar with the geographic area in which they shall be providing service.
  - g. Driver reads and speaks English fluently enough to fulfill duties of the job.
- C.** Contractor shall maintain driver documentation which includes copies of driver licenses, photo IDs, signed drug and alcohol free workplace policy, signed Code of Professional Conduct for Drivers, results of driving record checks, criminal history background checks, verification of dates and types of training completed, and as applicable, signed copy of driver subcontract, if any. Contractor shall provide copies of such records to TCTD upon request.
- D.** Driver shall not stop for lunch or convenience items of any kind during the transport of a client, except as prior-authorized by TCTD. Stops may be made only for restroom breaks, fuel and medical emergencies. Drivers and clients may not smoke or vaporize in the vehicle or within 10 feet of the vehicle at any time and may not eat in the vehicle, except for prior documented medical purposes. Drivers may not provide clients with food, beverages, tobacco products or gifts of any kind at any time.
- E.** Drivers shall comply with all terms of the Code of Professional Conduct for Drivers, as found in Exhibit A.
- F.** Drivers shall wear neat and clean clothing and generally be neat in appearance. Open toe shoes, cutoffs, tank tops, tube tops, halter tops, spaghetti straps, mesh/net shirts, novelty, political or religious t-shirts, shirts with crude or offensive sayings or pictures, overpowering fragrances or inappropriate and unsafe clothing shall not be worn. Unsafe clothing is any clothing that may impede the driver's

ability to drive or operate mechanisms on the vehicle, such as the wheelchair lift and wheelchair tie down systems.

- G.** Drivers shall address and treat passengers courteously at all times. Driver's shall assist with opening and closing vehicle doors for the passenger(s) when they board/deboard, providing reasonable assistance to or from the main entrance of both the origin and destination locations. In so doing, drivers should not lose sight of their vehicles if other passengers are on board. A driver should avoid leaving passengers on board the vehicle unattended except while assisting other passengers.

Drivers shall not engage in inappropriate conversations during transports that may offend passengers, such as but not limited to politics, religion and publicly sensitive issues. Drivers shall keep personal views of people and companies to themselves. Drivers shall not discuss other client's names and trips with their dispatcher while other clients are in the vehicle.

- H.** Drivers shall require all passengers to wear seatbelts during transports. Children shall be required to ride in a child safety seat appropriate to their age and weight as required by Oregon Law. Clients under the age of eighteen (18) years of age must ride in the back seat of transportation vehicles. All clients should routinely ride in the back seat.
- I.** Drivers shall not, at any time while providing service under this BPA, possess or use any weapon. Weapons include, but are not limited to, guns, knives or swords with blades over four inches in length, explosives and any chemical whose purpose is to cause harm to another person.

Regardless of whether a driver possesses a concealed weapons permit or is allowed by law to possess a weapon, weapons are prohibited during any service provided under the BPA or any location in which the driver represents the NEMT program for business purposes. Said prohibition includes carrying the weapon on one's person and/or in the vehicle providing service provided under this BPA.

- J.** The Contractor has the sole responsibility for proper selection and training of its drivers.
- K.** TCTD may, at its sole discretion, determine which drivers may be used in the performance of services under this BPA. Any driver that does not meet or exceed the driver standards set forth in this BPA shall be removed from service immediately and must be approved by TCTD before reinstated for service under this BPA.
- L.** One or more violations of any of the above requirements in paragraph 12 as determined by TCTD may be grounds for termination or suspension of Contractor in TCTD's sole discretion.

### 13. Service Standards

- A. Will calls: Pickup shall occur no more than sixty (60) minutes after request. Actual call time and actual pickup times shall be recorded by the Contractor and submitted as part of the billing.
- B. Maximum on-time performance window: The on-time window shall not exceed fifteen (15) minutes before or fifteen (15) minutes after scheduled pickup time. Actual pickup times shall be recorded by the Contractor and submitted as part of the billing.
- C. Travel times: Travel time shall be no more than two (2) times drive time, as measured by Google driving direction or similar. Actual pickup and drop off times shall be recorded by the Contractor and submitted as part of the billing.
- D. Late or missed trips and/or performance issues related to on-time pickups as determined by TCTD are considered grounds for termination or suspension of this BPA under TCTD's sole discretion. Unusual weather or unusual traffic conditions affecting all vehicular traffic which prevent the Contractor from meeting the scheduled pickup time shall not constitute non-compliance with this service standard.
- E. Contractor shall provide all transportation services under this BPA only as authorized by the TCTD Brokerage.
- F. Contractor shall only pick up and deliver clients to locations assigned by TCTD Brokerage and shall not use routes other than the most reasonable direct route. In the event of any deviation from the most reasonable direct route, Contractor shall notify TCTD at the earliest possible time and in no event later than the next working day.
- G. Contractor shall report suspected fraudulent use of NEMT services to TCTD Brokerage Dispatch.
- H. Contractor shall provide NEMT services without regard to race, creed, ethnicity, national origin, sexual orientation, marital status, gender, age, health status, or the presence of any sensory, mental, or physical disability. Confidentiality regarding persons transported, their respective medical condition or diagnosis, and transportation services provided shall be maintained at all times. (Confidentiality statements must be signed by all employees and are provided with this BPA.)
- I. If Contractor arrives to provide transportation and an emergency exists that requires transportation by an ambulance, Contractor shall refer the client for emergency transportation by calling 911 for the client if necessary. Contractor shall inform TCTD at the earliest possible time and in no event later than the first hour of the next working day.

- J.** Contractor shall not change the pick-up or drop-off times or negotiate pick-up or drop-off times with clients. Clients shall be referred to TCTD Brokerage if they require additional transport or if a change in the authorized transport is desired or needed. With the exception of after-hours medical trips, all requests for medical trips received directly by Contractor must be referred to TCTD Brokerage prior to service delivery. No non-medical after-hours trips shall be retroactively authorized for payment.
- K.** Contractor shall not make any changes to the rides as authorized including, but not limited to, any changes resulting in (1) combined or shared rides (2) indirect routes of any kind or (3) alternate pick-up or drop-off locations. If a change is needed Contractor must receive prior approval for such change from TCTD Brokerage. Trips not provided as authorized shall not be reimbursed. One or more incidents of Contractor changing an authorized ride may result in suspension or termination of this BPA at TCTD's sole discretion
- L.** Contractor shall provide transportation service as assigned, unless it is certain that the means to do so are unavailable to the Contractor. If the Contractor is unable to provide a transportation service assigned by TCTD, it shall notify TCTD Brokerage Dispatch immediately. TCTD Brokerage Dispatch shall assess the ride and reassign it, if appropriate.
- M.** Contractor shall ensure that no unauthorized passengers are transported while providing any trip under this BPA without TCTD's prior authorization. This includes relatives, friends, and/or children of the client or the driver.
- N.** Contractor shall accept and perform shared rides as assigned by the TCTD Brokerage.
- O.** Contractor shall leave return slips with passengers that include the name of the company, the local telephone number to call for the return pick up, and the name of the TCTD Brokerage and program numbers.
- P.** Contractor shall establish written procedures for drivers to follow regarding situations in which emergency care is needed for clients they are assigned to transport. Contractor shall have a written accident/incident investigation procedure, and shall follow that procedure to respond to and review all accidents/incidents.
- Q.** Contractor shall inform TCTD within one hour or the first hour of the next business day of all injuries and accidents occurring while transporting clients. A written injury/accident report shall be submitted by the end of the business day following the accident. A formal report, detailing the accident, complete with copies of motor vehicle and law enforcement reports, actions taken and scheduled follow-up, shall be submitted to the TCTD Brokerage within five (5) business days of the date of the event.

- R.** Contractor shall notify TCTD within 24 hours or no later than the next business day, of any and all non-injury accidents and incidents related to transporting a TCTD client. Contractor shall notify TCTD within 24 hours of any non-injury accident or incident that affects the client's health or well-being or relates in any way to a client complaint. The report shall include the date of the event, vehicle, and driver description of the accident or incident, and names of all parties involved. A written report of the accident or incident shall be submitted to TCTD within five (5) business days of the date of the event.
- S.** Contractor shall respond to all Complaint notifications within five (5) days of receipt of notice of the incident. Responses must be in written form and transmitted TCTD.
- T.** Contractor shall notify TCTD immediately of any event that affects the client's arrival time or the client's destination. Contractor shall notify TCTD within 24 hours or no later than the next business day, of any and all deviations from the most reasonable direct route related to transporting a TCTD client.
- U.** Contractor's drivers shall not perform TCTD service while consuming or under the influence of alcohol or drugs. Contractor must immediately refer drivers suspected of being under the influence of alcohol or drugs for testing at Contractor's expense. Refusal to test or positive test results shall disqualify a driver for TCTD service.
- V.** Contractor shall provide door-to-door service. It is understood that at times clients may require pick up or drop off inside a facility. Drivers are not to enter a private dwelling. It is also understood that it may be necessary to check a client in with nurses, doctors, or caretakers rather than leave a client unattended at the door.
- W.** Contractor's drivers shall not perform personal care services for clients, such as dressing or feeding. Contractor's drivers shall not transfer a client into or out of a wheelchair or bed, or provide full-weight support while walking, except as authorized by TCTD.
- X.** Driver may assist a client in a wheelchair up or down one (1) step where a ramp is not available.
- Y.** A wheelchair accessible vehicle must be used when requested by TCTD for clients in wheelchairs who require transportation while remaining in their mobility device. Transferring/carrying individuals from wheelchairs to the seat of a vehicle is prohibited, except for a rider who can transfer without assistance.
- Z.** Minors shall not be transported in the front seat of the vehicle.
- AA.** Contractor shall notify TCTD immediately upon any no-show passengers at the scheduled pick-up time.

**BB.** Passengers are permitted to travel with service animals.

**CC.** One or more violations of any of the above requirements in paragraph 13 as determined by TCTD may be grounds for termination or suspension of Contractor in TCTD's sole discretion.

#### **14. Volunteer Transportation Standards**

- A.** Transportation services provided by volunteers may be used. Volunteer drivers drive their own vehicles and are reimbursed for expenses by the Contractor.
- B.** Volunteer drivers shall perform their functions under the direction of a legally constituted agency. While the volunteer's vehicle is in use on agency-directed business, the vehicle is considered a mobile work site and the volunteer an agent of the agency. The scope of the volunteer driver's relationship with the agency is limited to the purpose of transporting clients.
- C.** Volunteer agencies may charge a rate that includes the mileage cost per mile and the administrative cost of providing a volunteer ride. Volunteer agencies under contract with TCTD must assure that their vehicles and drivers conform to all standards included in the Brokerage Transportation Provider Standards section.
- D.** Volunteer drivers are subject to all of the same requirements and conditions of employment as employed or subcontracted drivers as provided in paragraph 12. This includes all background checks and training requirements.
- E.** TCTD will inspect volunteer driver's vehicles that are used for passenger transportation along with any Contractor vehicles.
- F.** One or more violations of any of the above requirements in paragraph 13 as determined by TCTD may be grounds for termination or suspension of Contractor in TCTD's sole discretion.

#### **15. Stretcher Transport Standards**

Any stretcher transport provided shall comply with Oregon Department of Human Services (DHS) Health Division OAR 333-255-0070, regarding stretcher equipment standards for ambulances. In addition, stretcher transport shall comply with the following requirements.

- A.** All stretcher transports shall have an attendant provided by the Contractor, in addition to the driver, to assist with loading, unloading, and lifting the stretcher. A minimum of two (2) individuals are required to accompany a stretcher car passenger during the duration of the trip.

- B.** Attendants who ride in the vehicle must meet the same standards required for drivers as found in Paragraphs 12(A) and 10(B).
- C.** Stretcher Gurney – In addition to the standards stated in OAR 333-255-0070, the stretcher gurney shall have brakes installed on a minimum of one wheel. Stretcher gurney shall have a minimum weight load capacity of 500 pounds. Stretcher gurney shall have folding base legs that retract when loading. Stretcher gurney shall have a safety bar and hook (for mounting in vehicle) to prevent accidental drop when unloading. Annual maintenance shall be performed on the stretcher gurney according to the manufacturer's recommendations.
- D.** Vehicle – Vehicle shall have an approved antler bracket and rear rail clamp (that fastens directly to the stretcher) mounted to the floor of the vehicle. Vehicle shall have a safety hook mounted by the rear door to prevent accidental stretcher drop. Wheelchair lift equipment shall not be used to load/unload stretcher clients.
- E.** Training – All persons engaged in stretcher transports shall at a minimum be trained in proper loading, unloading, lifting, and securement techniques in addition to the training required in Paragraphs 12(A) and 10(B). Proof of training is required.

#### **16. Secure Transport Standards**

Secure Transport Contractors must comply with all provisions of this BPA. Secure Transport Contractors must also comply with all Oregon Health Authority requirements for Secure Transport providers as found in OAR 309-033-0200 through 309-033-0440. Contractor must provide a gender appropriate driver and attendant for the client.

# BLANKET PURCHASE AGREEMENT

## ATTACHMENT B

### CRIMINAL RECORDS HISTORY REVIEW CRITERIA

<b>General Guidelines Crimes Affecting Fitness for Employment</b>		
<b>Type of Offense</b>	<b>Class of Offense</b>	<b>Time Frame to Consider</b>
Offenses against persons*	Class A felony	forever
	Class B or C felony	15 years
	Class A, B or C misdemeanor	10 years
Offenses against property	Class A felony	15 years
	Class B or C felony	10 years
	Class A, B or C misdemeanor	5 years
Offenses involving fraud or deception	Class C felony	10 years
	Class A, B or C misdemeanor	5 years
Offenses against public order; firearms and other weapons; racketeering*	Class A felony	15 years
	Class B or C felony	10 years
	Class A, B or C misdemeanor	5 years
Offenses against public health, decency, and animals*	Class A felony	15 years
	Class C felony	10 years
	Class A, B or C misdemeanor	5 years
Offenses involving controlled substances, illegal drug cleanup, paraphernalia, precursors	Class A felony	15 years
	Class B or C felony	10 years
	Class A, B or C misdemeanor	5 years
All other crime categories	Class C felony	10 years
	Class A, B or C misdemeanor	5 years
	Traffic Crime	
<p>* Failure to disclose a conviction of a criminal offense or crime will result in disqualification from employment. Disqualification resulting from failure to disclose may not be appealed.</p>		
<p>* For offenses marked by an asterisk, TCTD will not make exceptions to the <i>General Guidelines</i> set forth above.</p>		

**Stat. Auth.: ORS 267.237, 181.537**

**This section specifically overrides any inconsistent provisions.**



# **BLANKET PURCHASE AGREEMENT**

## **ATTACHMENT C**

### **SPECIAL FEDERAL TERMS AND CONDITIONS**

General Applicability and Compliance. Unless exempt under 45 CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, Contractor shall comply and, as indicated, cause all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Contract, to Contractor, or to the Work, or to any combination of the foregoing. For purposes of this Contract, all references to federal and state laws are references to federal and state laws as they may be amended from time to time. The term "Contract" shall mean "BPA".

#### **1. Miscellaneous Federal Provisions**

Contractor shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Contract or to the delivery of Services. Without limiting the generality of the foregoing, Contractor expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, (j) all federal law governing operation of Community Mental Health Programs, including without limitation, all federal laws requiring reporting of Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. No federal funds may be used to provide Services in violation of 42 USC 14402.

#### **2. Equal Employment Opportunity**

If this Contract, including amendments, is for more than \$10,000, then Contractor shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

### **3. Clean Air, Clean Water, EPA Regulations**

If this Contract, including amendments, exceeds \$100,000 then Contractor shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Contractor regulations (40 CFR Part 15), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Contractor. Contractor shall include and require all subcontractors to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.

### **4. Energy Efficiency**

Contractor shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. Seq. (Pub. L. 94-163).

### **5. Truth in Lobbying**

By signing this Contract, the Contractor certifies, to the best of the Contractor's knowledge and belief that:

- A.** No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative Contract, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative Contract.
  
- B.** If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative Contract, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

- C.** The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Contracts) and that all subrecipients and subcontractors shall certify and disclose accordingly.
- D.** This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- E.** No part of any federal funds paid to the Contractor under this Contract shall be used other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
- F.** No part of any federal funds paid to Contractor under this Contract shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United State Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking or administrative processes within the executive branch of that government.
- G.** The prohibitions in subsections (E) and (F) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

- H. No part of any federal funds paid to Contractor under this Contract may be used for any activity that promotes the legalization of any drug or substance included in schedule 1 of the schedules of the schedules of controlled substances established under Section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

## **6. Resource Conservation and Recovery**

Contractor shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 USC 6901 et. seq.). Section 6002 of that Act (codified at 42 USC 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Contractor. Current guidelines are set forth in 40 CFR Parts 247.

## **7. Audits**

- A. Contractor shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Contract and applicable state or federal law.
- B. If Contractor expends \$750,000 or more in federal funds (from all sources) in a federal fiscal year, Contractor shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to TCTD within 30 days of completion. If Contractor expends less than \$750,000 in a federal fiscal year, Contractor is exempt from Federal audit requirements for that year. Records must be available as requested.

## **8. Debarment and Suspension**

Contractor shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-Procurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension". (See 45 CFR part 76.) This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award. Contractor shall cooperate with TCTD conducting such checks by providing a current list of owners and employees on a monthly basis with sufficient identifying information to allow TCTD to conduct a debarment and suspension check.

## **9. Drug-Free Workplace**

Contractor shall comply and require all subcontractors to comply with the following provisions to maintain a drug-free workplace:

- A.** Contractor certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in Contractor's workplace or while providing services to OHA and CPCCO Clients. Contractor's notice shall specify the actions that will be taken by Contractor against its employees for violation of such prohibitions;
- B.** Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, Contractor's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations;
- C.** Provide each employee to be engaged in the performance of Work under this Contract a copy of the statement mentioned in paragraph (A) above;
- D.** Notify each employee in the statement required by paragraph (A) that, as a condition of employment to perform Work under this Contract, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- E.** Notify TCTD within ten (10) days after receiving notice under subparagraph (D) from an employee or otherwise receiving actual notice of such conviction;

- F. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988;
- G. Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (A) through (F);
- H. Require any subcontractor to comply with subparagraphs (A) through (G);
- I. Neither Contractor nor any of Contractor's employees, officers, agents or subcontractors may perform any work required under this Contract while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the Contractor or Contractor's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs the Contractor or Contractor's employee, officer, agent or subcontractor's performance of essential job function or creates a direct threat to Clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities;
- J. Violation of any provision of this subsection may result in termination of the Contract.

## **10. Pro-Children Act**

Contractor shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 USC section 6081 et. seq.).

## **11. Medicaid Services**

Contractor shall comply with all applicable federal and state laws and regulations pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 USC Section 1396 et seq., including without limitation:

- A. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 USC Section 1396a (a)(27); 42 CFR 431.107(b)(1) & (2).

- B.** Comply with all disclosure requirements of 42 CFR 1002.3(a) and 42 CFR 455 Subpart (B).
- C.** Maintain written notices and procedures respecting advance directives in compliance with 42 USC Section 1396(a)(57) and (w), 42 CFR 431.107(b)(4), and 42 CFR 489 subpart I.
- D.** Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. Contractor shall acknowledge Contractor's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
- E.** Entities receiving \$5 million or more annually (under this Contract and any other Medicaid contract) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 USC § 1396a (a)(68).

## **12. Agency-based Voter Registration**

If applicable, Contractor shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered to applicants for services.

## **13. Disclosure**

- A.** 42 CFR Part 455.104 requires the state Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities:
  - (1)** The name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity;
  - (2)** In the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest;

- (3) Whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling;
  - (4) The name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and,
  - (5) The name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.
- B.** 42 CFR Part 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law.
- C.** As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider who has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.
- D.** Contractor shall make the disclosures required by this Section 13 to TCTD who will, in turn provide these disclosures to OHA. OHA reserves the right to take such action as required by law, or where OHA has discretion, it deems appropriate, based on the information received (or the failure to receive information) from the provider, fiscal agent or managed care entity.

#### **14. Federal Intellectual Property Rights Notice.**

The federal funding agency, as the awarding agency of the funds used, at least in part, for the Work under this Contract, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms "grant" and "award" refer to funding issued by the federal funding agency to the State of Oregon. The Contractor agrees that it has been provided the following notice:

- A.** The federal funding agency reserves a royalty-free, non-exclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:
  - (1) The copyright in any Work developed under a grant, subgrant or contract under a grant or subgrant; and



- (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
- B.** The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."
- C.** The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or contract under a grant or subgrant.

# BLANKET PURCHASE AGREEMENT

## ATTACHMENT D

### CODE OF PROFESSIONAL CONDUCT FOR DRIVERS

#### 1. Safety Compliance:

Drivers shall drive safely, comply with all transportation laws and follow all vehicle/client securement and safety procedures while performing transportation services under the Contractor's BPA with TCTD.

#### 2. Professional Demeanor:

Drivers shall be punctual, prepared, and dressed in a professional manner appropriate for the situation. Drivers shall not use alcohol, narcotics, or controlled substances while on duty. Drivers shall not use any legal or illegal substance or prescribed or over the counter medication that affects their ability to safely operate a motor vehicle. Drivers shall not smoke or vaporize in the vehicle or within 10 feet of the vehicle at any time. Drivers shall not eat in the vehicle, except for prior documented medical purposes. Drivers shall not solicit or accept alcohol, prescriptions, controlled substances, tobacco products, food, or gifts of any kind from clients.

#### 3. Cultural Sensitivity – Courtesy - Respect:

Drivers shall maintain a courteous, polite and professional manner in all dealings with the public and shall be sensitive to the needs of people using NEMT, including people with disabilities, people of all cultural and racial minorities, sexual orientations, older persons, children and persons with major illnesses and/or who are medically fragile. Drivers shall be culturally sensitive and respectful to the individuals they serve. Drivers shall provide support, assistance, and direction to clients as needed. Drivers shall not make sexually explicit comments, solicit sexual favors, or engage in sexual activities with clients. Drivers shall not develop or maintain romantic or sexual relationships with clients.

#### 4. Scope of Duties:

Drivers shall not counsel, refer, give advice, or express personal opinions to clients, or engage in any other activities that may be construed to constitute a service other than transportation. Drivers shall not market their services to clients or arrange services for clients in order to create business for themselves. Driver shall not provide clients with food, beverages, tobacco products or gifts of any kind. Drivers shall not stop for lunch, fuel or convenience items of any kind during the transport of a client, except as prior-authorized by TCTD.

**5. Confidentiality:**

Drivers shall take all reasonable measures to safeguard and protect client information. Drivers shall only use or disclose personal information to TCTD, or appropriate authorities for purposes directly connected with the services provided to the client.

**6. Proficiency:**

Drivers shall meet the minimum training standards required by TCTD and pass all required trainings. Driver shall be trained to proficiency for any special equipment installed on their vehicles, including but not limited to wheelchair lifts, stretcher gurneys, use and securement of mobility devices, child car seat use and securement, and two-way communication devices. Driver shall be familiar with the geographic area in which they provide service. Driver shall communicate effectively in English, verbally and in writing.

**7. Compensation:**

Drivers shall not accept additional money, considerations, gifts, or favors for services from clients.

**8. Non-discrimination:**

Drivers shall not discriminate on the basis of gender, disability, race, color, national origin, age, socioeconomic or educational status, religion, political, sexual orientation, or medical condition.

**9. Self-evaluation:**

Drivers shall accurately and completely represent their personal history, driving records, training and experience.

**10. Ethical Standards:**

Drivers shall be neutral, impartial, and unbiased. Drivers shall disclose any real or perceived conflict of interest that would affect their ability to legally and ethically provide services. Drivers shall immediately withdraw from encounters they perceive as violations of this Code. Drivers shall assess at all times their ability to drive. Should drivers have any reservations about their ability to safely provide service, they must immediately notify the company owner or dispatcher, who will in turn notify TCTD. The driver will withdraw from service and will remain with the client until a more appropriate driver can be secured.

## **11. Contract Requirements:**

Drivers will comply with all driver conduct requirements listed in the BPA, Attachment A, Brokerage Transportation Standards, Paragraph 12, Driver Standards. Any violations of the BPA Driver Standards or the Code of Professional Conduct for Drivers may result in suspension or termination.

**THIS CODE APPLIES TO ALL PERSONS PROVIDING TRANSPORTATION SERVICES UNDER THE CONTRACTOR'S BPA WITH TCTD AND MUST BE COMPLIED WITH AT ALL TIMES.**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Driver

\_\_\_\_\_  
Signature of Contractor Representative

\_\_\_\_\_  
Driver's Printed Name

\_\_\_\_\_  
Contractor Representative Printed Name

\_\_\_\_\_  
Company

# BLANKET PURCHASE AGREEMENT

## ATTACHMENT E

### HIPAA AND FWA

1. TCTD maintains Health Insurance Portability and Accountability Act (“HIPAA”) compliance and Fraud, Waste & Abuse (“FWA”) standards to prevent, detect and correct noncompliance and FWA activities.
2. **What is FWA?** “FWA” stands for fraud, waste and abuse. In summary, it refers to anything that may compromise the safety, integrity, protection, and financial well-being of health care programs. It does not matter who committed the FWA act, or whether it was intentional or unintentional. If you suspect that an employee, a provider, a beneficiary or a broker has violated the FWA rule, you have an obligation to report it.
3. **What is the difference between “compliance” and “FWA”?** Compliance is a broad term used to describe activities and behaviors that must be consistent with Federal, HIPAA, and State laws, regulations, mandates and operational requirements. FWA, on the other hand, is more specific and tends to focus on the financial, safety and utilization impact to the health care programs. In general, FWA focuses on claims, appropriate use of services, financial reimbursement, and certain illegal acts. FWA is no more or less severe than non-compliance. The severity of the issue will depend on facts and circumstances.
4. **How you can help to prevent, detect and correct HIPAA noncompliance and FWA?** You should be familiar with relevant Federal and State laws, and TCTD’s compliance program and its policies and procedures. This will allow you to know when to recognize incidents of noncompliance and FWA, and be able to report them. Should an issue require further action, you should assist in the investigation and resolution to ensure that the issue is corrected and does not reoccur. You can report incidents of noncompliance or FWA to the Oregon Department of Human Services Office of Payment Accuracy and Recovery Fraud Hotline at 1-888-FRAUD01(1-888-372-8301) or online at [https://aix-xweb1p.state.or.us/es\\_xweb/OPR\\_Fraud\\_Ref/index.cfm?act=evt.subm\\_web](https://aix-xweb1p.state.or.us/es_xweb/OPR_Fraud_Ref/index.cfm?act=evt.subm_web).
5. **EXAMPLES OF NON-COMPLIANCE OR FWA**
  - A. Intentionally providing clients with inaccurate information.
  - B. Submitting claims for services never rendered.
  - C. Making Personal Health Information accessible to the public.

## 6. COMPLIANCE WITH FEDERAL AND STATE LAWS

TCTD, our employees and providers must comply with certain Federal and State Laws, statutes and requirements, such as:

- A. Anti-Kickback Statute:** This statute prohibits anyone from knowingly and willingly receiving or paying anything of value to influence the referral of federally funded health care program business. This can take many forms, such as cash payments, entertainment, credits, gifts, free goods or services, the forgiveness of debt, or the sale or purchase of items at a price that is not consistent with fair market value. The offense is classified as a felony and is punishable by fines of up to \$25,000, imprisonment for up to five years, civil money penalties of up to \$50,000, and exclusion from participation in health care programs.
- B. Contractual Commitments:** TCTD contracts with the Oregon Health Authority (OHA) and provides services for Columbia Pacific Coordinated Care Organization (CPCCO). We are bound by the terms and conditions of our contracts. Non-compliance with contractual obligations may result in the suspension or termination of our contracts with OHA and CPCCO.
- C. HIPAA & HITECH Act:** HIPAA and the Health Information Technology for Economic and Clinical Health (“HITECH”) Act protect the confidentiality and integrity of protected health information. The HIPAA Privacy Rule provides federal protections for personal health information held by TCTD and its providers and gives clients an array of rights with respect to that information.
- D.** The Security Rule specifies a series of administrative, physical and technical safeguards for TCTD and its providers to use to assure confidentiality, integrity and availability of electronic protected health information.

## 7. HIPAA PRIVACY AND SECURITY

Our roles of TCTD and its providers in the health care industry requires us to collect and maintain personal health information of those we serve. This data, also called “protected health information” or PHI, is protected under federal and state privacy and security laws. These laws require that PHI, such as names, addresses, dates of birth, phone numbers, social security numbers, medical diagnoses, prescription histories and physician notations, be handled in a confidential manner. You should:

- A.** Use and disclose the minimum necessary PHI to perform the job
- B.** Disclose PHI to any third party only with appropriate written authorization from the individual, unless the law authorizes or requires the disclosure.
- C.** Dispose of unneeded copies of documents containing PHI in a secure manner.
- D.** Never leave PHI lying on desks, in fax machines, on dashboards, on seats or in any other area generally accessible to the public.
- E.** Take special care to secure PHI when transmitting or transporting it.

- F. Password- or PIN-protect any computer or portable device containing PHI.
- G. Report all inappropriate disclosure of PHI to TCTD.

8. The unauthorized use or release of confidential or privileged medical information by a provider may be considered a breach of contract.

9. No PHI may be disclosed or discussed with anyone beyond your organization except as required to fulfill your job responsibilities and in accordance with federal and state laws. A breach of confidentiality occurs when PHI is passed purposely or accidentally to anyone who does not have a business need to know. Such breaches of confidentiality are strictly prohibited.

## **10. CONSEQUENCES OF NON-COMPLIANCE**

- A. Failure to act with integrity or comply with applicable laws and regulations can have a severe adverse impact on TCTD as a medical transportation broker and your organization as a medical transportation provider through exclusion or debarment from government programs. TCTD will review the registers once a month for the names of all owners and employees of the Contractor.
- B. TCTD is bound by the terms and conditions of its contracts. Noncompliance with contractual provisions may result in the termination of such contracts and/or penalties under state and/or federal laws.

11. Contractor acknowledges that Contractor has reviewed TCTD's Business Associate Agreement with Columbia Pacific CCO, attached hereto and incorporated as Appendix 1 to this Exhibit, which outlines TCTD's obligations under state and federal law with regard to protected health information. Contractor warrants that Contractor has read that agreement and agrees to be bound by and comply with its terms and conditions to the extent applicable.



**TCTD-CPCCO BUSINESS ASSOCIATE AGREEMENT**

**APPENDIX 1 TO ATTACHMENT E**

**PROTECTED HEALTH INFORMATION**



6. Do you find the Contractor's pricing to be competitive with similar contractors?

7. What is the Contractors greatest strength? Weakness?

8. Would you use this Contractor again?

9. Other Comments?

Respondent Name: \_\_\_\_\_

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

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

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

\*\*\*Please mail this survey directly to Columbia County Finance Department, Attn: LaVena Sullivan, 230 Strand Street, St. Helens, OR 97051. Questionnaires must be signed (therefore no electronic copies, please). Please respond no later than February 25, 2019. Information gathered from responses received will be utilized to evaluate past performance of the Contractor. If you have questions regarding the questionnaire or its use, please contact LaVena Sullivan at 503-397-7210 x8428 or via email, [lavena.sullivan@co.columbia.or.us](mailto:lavena.sullivan@co.columbia.or.us)

## EXHIBIT E

### State Grant Requirements

This contract is funded in part by grants from the Oregon Department of Transportation (ODOT). Contractor agrees to comply with the following applicable terms and conditions of the County's ODOT grant agreements:

1. Contractor shall retain proper and complete books of record and account and maintain all fiscal records related to this contract in accordance with generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Contractor shall ensure that each of its subcontractors complies with these requirements. Contractor acknowledges and agrees that State, the Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this contract for the purposes of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment or until completion of any litigation arising under this Agreement, whichever is later. Copies of applicable records shall be made available upon request.
2. A Contractor that employs subject workers who work under this contract 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. Contractor shall ensure that each of its subcontractors complies with these requirements.
3. Contractor acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this contract and shall not be subject to any obligations or liabilities to contractor or any other party (whether or not a party to the contract) pertaining to any matter resulting from the underlying grant agreements.
4. Contractor and any subcontractor of Contractor shall permit the State of Oregon, the Secretary of State, the Comptroller General of the United States, the US Department of Transportation, or their authorized representative, upon reasonable notice, to inspect all vehicles, real property, facilities, equipment purchased as part of this Project, and any transportation services rendered by Contractor or subcontractor acting on behalf of County. Contractor and any subcontractor shall permit the above named persons to audit the books records, and accounts of Contractor and/or subcontractor relating to the Project.
5. Contractor shall, at its expense, submit to County a copy of its annual audit covering funds expended under this contract and shall submit or cause to be submitted, the annual audit of any subcontractor responsible for the financial management of funds received under this contract.
6. One of the principles of contracting with Federal funds received indirectly from the FTA is recognition that, as a condition of receiving the funds, certain specific requirements must be met by Contractor and subcontractors. To the extent applicable, Federal requirements extend to the third party contractors and their contracts at every tier. The specific requirements for particular grant funds are found in the Master Agreement that is signed and attested to by the State of Oregon. This Master Agreement will be incorporated into the Contract by reference and made part of the Contract. The Master Agreement is available upon request from the State by calling 503-986-3300 or accessing the FTA website: [www.fta.dot.gov](http://www.fta.dot.gov).

The following is not a complete list of Federal requirements. Rather it is a summary of various

primary requirements associated with the type of transaction covered by this Agreement and the type of funds to be used.

- a. Contractor shall comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. Section 2000d) and the regulations of the United States Department of Transportation (49 CFR 21, Subtitle A). Contractor shall exclude no person on the grounds of race, religion, color, sex, age, national origin, or disability from the benefits of aid received under this Agreement. Contractor shall report to County on at least an annual basis the following information: any active lawsuits or complaints, including dates, summary of allegation, status of lawsuit or complaint including whether the parties entered into a consent decree.
- b. Contractor shall comply with FTA regulations in Title 49 CFR 27, *Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance*, which implements the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act of 1990, 49 CFR 37, and 49 CFR 38.
- c. Contractor has, to the maximum extent feasible, coordinated with other transportation providers and users, including social service agencies authorized to purchase transit service.
- d. Contractor will correct any condition which State, FTA or County believes "creates a serious hazard of death or injury" in accordance with Section 22 of the Federal Transit Act, as amended.
- e. Contractor will comply with the applicable provisions of 49 CFR 26 related to Disadvantaged Business Enterprises and report quarterly to County. Contractor certifies to the following assurance, and shall require any subcontractor to certify to the following assurance:  
  
*"The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of State-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or such other remedy, as the County deems appropriate."*
- f. Contractors receiving in excess of \$100,000 in Federal funds must certify to State that they have not and will not use Federal funds to pay for influencing or attempting to influence an officer or employee of any Federal department or Agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal grant, cooperative agreement or any other Federal award. If non-federal funds have been used to support lobbying activities in connection with the Project, Contractor shall complete Standard Form LLL, "Disclosure Form for Lobbying", and submit the form to the State at the end of each calendar quarter in which there occurs an event that requires disclosure. Restrictions on lobbying do not apply to influencing policy decisions. Examples of prohibited activities include seeking support for a particular application or bid and seeking a congressional earmark.

## EXHIBIT F – FEDERAL REQUIREMENTS

### FTA PROVISIONS

FTA Circular 4220.1.F [Rev'd 02.15.11], Appendix D, lists the Federally Required and Other Model Clauses which are required to be included in contracts for FTA-funded projects. The matrix on the following pages is an excerpt from Appendix D and is included as a means to identify which of the clauses apply to this contract. The clauses applicable to this contract are identified in the "Operations/Management" column and follow the matrix. Contractor shall review the applicable clauses and comply with them in the performance of this Agreement.

In compliance with the FTA-required Lobbying clause and Debarment and Suspension clause, Contractor must complete and submit a *Certification Regarding Lobbying* and *Certifications Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion*, included at the end of this attachment.

**PROVISIONS, CERTIFICATIONS, REPORTS, FORMS, AND OTHER—MATRICES**

**B. APPLICABILITY OF THIRD PARTY CONTRACT PROVISIONS**

(excluding micro-purchases, except Davis-Bacon requirements apply to contracts exceeding \$2,000)

TYPE OF PROCUREMENT					
PROVISION	Professional Services/A&E	Operations/ Management	Rolling Stock Purchase	Construction	Materials & Supplies
No Federal Government Obligations to Third Parties (by Use of a Disclaimer)	All	All	All	All	All
False Statements or Claims Civil and Criminal Fraud	All	All	All	All	All
Access to Third Party Contract Records	All	All	All	All	All
Changes to Federal Requirements	All	All	All	All	All
Termination	>\$10,000 if 49 CFR Part 18 applies.	>\$10,000 if 49 CFR Part 18 applies.	>\$10,000 if 49 CFR Part 18 applies.	>\$10,000 if 49 CFR Part 18 applies.	>\$10,000 if 49 CFR Part 18 applies.
Civil Rights (Title VI, ADA, EEO except Special DOL EEO clause for construction projects)	All	All	All>\$10,000	All	All
Special DOL EEO clause for construction projects				>\$10,000	
Disadvantaged Business Enterprises (DBEs)	All	All	All	All	All
Incorporation of FTA Terms	All	All	All	All	All
Debarment and Suspension	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000
Buy America			>\$100,000 As of Feb. 2011, FTA has not adopted the FAR 2.101 \$150,000 standard.	>\$100,000 As of Feb. 2011, FTA has not adopted the FAR 2.101 \$150,000 standard.	>\$100,000 As of Feb. 2011, FTA has not adopted the FAR 2.101 \$150,000 standard.
Resolution of Disputes, Breaches, or Other Litigation	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Lobbying	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Clean Air	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Clean Water	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Cargo Preference			Transport by ocean vessel.	Transport by ocean vessel.	Transport by ocean vessel.
Fly America	Foreign air transp./travel.	Foreign air transp./travel.	Foreign air transp./travel.	Foreign air transp./travel.	Foreign air transp./travel.

**PROVISIONS, CERTIFICATIONS, REPORTS, FORMS, AND OTHER—MATRICES**

**B. APPLICABILITY OF THIRD PARTY CONTRACT PROVISIONS (Continued)**

(excluding micro-purchases, except Davis-Bacon requirements apply to construction contracts exceeding \$2,000)

TYPE OF PROCUREMENT					
PROVISION	Professional Services/A&E	Operations/ Management	Rolling Stock Purchase	Construction	Materials & Supplies
Davis-Bacon Act				>\$2,000 (also ferries).	
Contract Work Hours and Safety Standards Act		>\$100,000 (transportation services excepted).	>\$100,000	>\$100,000 (also ferries).	
Copeland Anti-Kickback Act Section 1 Section 2				All > \$2,000 (also ferries).	
Bonding				\$100,000	
Seismic Safety	A&E for new buildings & additions.			New buildings & additions.	
Transit Employee Protective Arrangements		Transit operations.			
Charter Service Operations		All			
School Bus Operations		All			
Drug Use and Testing		Transit operations.			
Alcohol Misuse and Testing		Transit operations.			
Patent Rights	R & D				
Rights in Data and Copyrights	R & D				
Energy Conservation	All	All	All	All	All
Recycled Products		EPA-selected items \$10,000 or more annually.		EPA-selected items \$10,000 or more annually.	EPA-selected items \$10,000 or more annually.
Conformance with ITS National Architecture	ITS projects.	ITS projects.	ITS projects.	ITS projects.	ITS projects.
ADA Access	A&E	All	All	All	All
Notification of Federal Participation for States	Limited to States.	Limited to States.	Limited to States.	Limited to States.	Limited to States.



## **FTA Provisions**

### **No Obligation by the Federal Government**

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

### **Program Fraud and False or Fraudulent Statements or Related Acts**

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

### **Access to Records**

(1) Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital

project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

(2) Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

(3) Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

(4) Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

(5) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(6) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

(7) FTA does not require the inclusion of these requirements in subcontracts.

## Requirements for Access to Records and Reports by Types of Contract

Contract Characteristics	Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
<u>I State Grantees</u>  a. Contracts below SAT (\$100,000)  b. Contracts above \$100,000/Capital Projects	None  None unless <sup>1</sup> non-competitive award	Those imposed on state pass thru to Contractor	None  Yes, if non-competitive award or if funded thru <sup>2</sup> 5307/5309/5311	None  None unless non-competitive award	None  None unless non-competitive award	None  None unless non-competitive award
<u>II Non State Grantees</u>  a. Contracts below SAT (\$100,000) b. Contracts above \$100,000/Capital Projects	Yes <sup>3</sup>  Yes <sup>3</sup>	Those imposed on non-state Grantee pass thru to Contractor	Yes  Yes	Yes  Yes	Yes  Yes	Yes  Yes

Sources of Authority:

<sup>1</sup> 49 USC 5325 (a)

<sup>2</sup> 49 CFR 633.17

<sup>3</sup> 18 CFR 18.36 (i)

### Federal Changes

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

### Termination

(1) Termination for Convenience (General Provision). Columbia County may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Columbia County to be paid the Contractor. If the Contractor has any property in its possession belonging to Columbia County, the Contractor will account for the same, and dispose of it in the manner Columbia County directs.

(2) Termination for Default [Breach or Cause] (General Provision). If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, Columbia County may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The

contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by Columbia County that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, Columbia County, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

(3) Opportunity to Cure (General Provision). Columbia County in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to the County's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from the County setting forth the nature of said breach or default, the County shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the County from also pursuing all available remedies against Contractor and its sureties for said breach or default.

(4) Waiver of Remedies for any Breach. In the event that Columbia County elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the County shall not limit the County's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

## **Civil Rights**

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include,

but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

### **Disadvantaged Business Enterprises**

(1) This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. Columbia County's overall goal for DBE participation is 3.2%. A separate contract goal has not been established for this procurement.

(2) The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

(3) The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from Columbia County. In addition, is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed as defined in 49 CFR 26.29(c). Any delay or postponement of payment from the above-referenced time frame may occur only for good cause and only upon written approval of the County. This clause applies to all subcontracts under this contract.

Contractor's failure to comply with 49 CFR 26.29 through payments to all subcontractors within 30 days, as described above, shall be a material breach of the Contract. If Contractor fails to pay its subcontractors in accordance with this Agreement, the County will incur additional

expense and be subject to enforcement pursuant to 49 CFR 26.29 and potential loss of federal funding, among other damages to the County. The resulting damages and loss to the County are difficult to accurately ascertain. Therefore, the Contractor agrees to pay the County and the County agrees to accept liquidated damages for late payments in the amount of \$100.00 per day beginning on the 31st day after the Contractor receives each payment from the County and continuing each day until the subcontractor is paid.

The County and Contractor agree that these liquidated damages represent a reasonable forecast of the County's actual damages and that they are not a penalty. The County may deduct liquidated damages from any unpaid amounts due Contractor. Any liquidated damages not so deducted shall be payable to the County.

(4) The contractor must promptly notify the County, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the County.

#### **Incorporation of Federal Transit Administration (FTA) Terms**

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

#### **Suspension and Debarment**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by Columbia County. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### **Disputes**

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of Columbia County. This

decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Columbia County Board of Commissioners. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the County shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by the County, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the County and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction in St. Helens, State of Oregon.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the County or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

**Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]** - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

#### **Clean Air**

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

#### **Clean Water**

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The

Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

### **Transit Employee Protective Provisions.**

(1) The Contractor agrees to comply with applicable transit employee protective requirements as follows:

(a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

(b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

(c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

(2) The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

### **Charter Service Operations**



The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

### **School Bus Operations**

Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

### **Drug and Alcohol Testing**

The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State of Oregon Department of Transportation, or Columbia County, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The contractor agrees further to certify annually its compliance with Parts 653 and 654 before February 1 and to submit the Management Information System (MIS) reports before March 15 to the County's designated contract representative. To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

### **Energy Conservation**

The contractor agrees to comply with 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.

### **Access for Individuals with Disabilities.**

Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. Contractor also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities.

APPENDIX A, 49 CFR PART 20 – CERTIFICATION REGARDING LOBBYING  
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

(To be submitted with each bid or offer exceeding \$100,000)The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)]. [Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)].

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_ Signature of Contractor's Authorized Official

\_\_\_\_\_ Name and Title of Contractor's Authorized Official

\_\_\_\_\_ Date

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
INELIGIBILITY AND VOLUNTARY EXCLUSION**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that neither the contractor, its principals, as defined at 49 CFR 29.995, nor affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by **Columbia County**. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to **Columbia County**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

CONTRACTOR

By:

*(Print name & title)*

*(Date)*

## EXHIBIT G

# Code of Federal Regulations

CFR data is current as of **December 20, 2018**

[Title 49](#) → [Subtitle A](#) → [Part 40](#)

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Title 49: Transportation

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### PART 40—PROCEDURES FOR TRANSPORTATION WORKPLACE DRUG AND ALCOHOL TESTING PROGRAMS

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[§40.91 What validity tests must laboratories conduct on primary specimens?](#)

[§40.93 What criteria do laboratories use to establish that a specimen is dilute or substituted?](#)

[§40.95 What are the adulterant cutoff concentrations for initial and confirmation tests?](#)

[§40.96 What criteria do laboratories use to establish that a specimen is invalid?](#)

[§40.97 What do laboratories report and how do they report it?](#)

[§40.99 How long does the laboratory retain specimens after testing?](#)

[§40.101 What relationship may a laboratory have with an MRO?](#)

[§40.107 Who may inspect laboratories?](#)

[§40.109 What documentation must the laboratory keep, and for how long?](#)

[§40.111 When and how must a laboratory disclose statistical summaries and other information it maintains?](#)

[§40.113 Where is other information concerning laboratories found in this regulation?](#)

**Subpart G—Medical Review Officers and the Verification Process**

[§40.121 Who is qualified to act as an MRO?](#)

[§40.123 What are the MRO's responsibilities in the DOT drug testing program?](#)

[§40.125 What relationship may an MRO have with a laboratory?](#)

[§40.127 What are the MRO's functions in reviewing negative test results?](#)

- [§40.129 What are the MRO's functions in reviewing laboratory confirmed non-negative drug test results?](#)
- [§40.131 How does the MRO or DER notify an employee of the verification process after receiving laboratory confirmed non-negative drug test results?](#)
- [§40.133 Without interviewing the employee, under what circumstances may the MRO verify a test result as positive, or as a refusal to test because of adulteration or substitution, or as cancelled because the test was invalid?](#)
- [§40.135 What does the MRO tell the employee at the beginning of the verification interview?](#)
- [§40.137 On what basis does the MRO verify test results involving marijuana, cocaine, amphetamines, semi-synthetic opioids, or PCP?](#)
- [§40.139 On what basis does the MRO verify test results involving 6-acetylmorphine, codeine, and morphine?](#)
- [§40.141 How does the MRO obtain information for the verification decision?](#)
- [§40.143 \[Reserved\]](#)
- [§40.145 On what basis does the MRO verify test results involving adulteration or substitution?](#)
- [§40.147 \[Reserved\]](#)
- [§40.149 May the MRO change a verified drug test result?](#)
- [§40.151 What are MROs prohibited from doing as part of the verification process?](#)
- [§40.153 How does the MRO notify employees of their right to a test of the split specimen?](#)
- [§40.155 What does the MRO do when a negative or positive test result is also dilute?](#)
- [§40.157 \[Reserved\]](#)
- [§40.159 What does the MRO do when a drug test result is invalid?](#)
- [§40.160 What does the MRO do when a valid test result cannot be produced and a negative result is required?](#)
- [§40.161 What does the MRO do when a drug test specimen is rejected for testing?](#)
- [§40.162 What must MROs do with multiple verified results for the same testing event?](#)
- [§40.163 How does the MRO report drug test results?](#)
- [§40.165 To whom does the MRO transmit reports of drug test results?](#)
- [§40.167 How are MRO reports of drug results transmitted to the employer?](#)
- [§40.169 Where is other information concerning the role of MROs and the verification process found in this regulation?](#)

#### **Subpart H—Split Specimen Tests**

- [§40.171 How does an employee request a test of a split specimen?](#)
- [§40.173 Who is responsible for paying for the test of a split specimen?](#)
- [§40.175 What steps does the first laboratory take with a split specimen?](#)
- [§40.177 What does the second laboratory do with the split specimen when it is tested to reconfirm the presence of a drug or drug metabolite?](#)
- [§40.179 What does the second laboratory do with the split specimen when it is tested to reconfirm an adulterated test result?](#)
- [§40.181 What does the second laboratory do with the split specimen when it is tested to reconfirm a substituted test result?](#)
- [§40.183 What information do laboratories report to MROs regarding split specimen results?](#)
- [§40.185 Through what methods and to whom must a laboratory report split specimen results?](#)
- [§40.187 What does the MRO do with split specimen laboratory results?](#)
- [§40.189 Where is other information concerning split specimens found in this regulation?](#)

#### **Subpart I—Problems in Drug Tests**

- [§40.191 What is a refusal to take a DOT drug test, and what are the consequences?](#)
- [§40.193 What happens when an employee does not provide a sufficient amount of urine for a drug test?](#)
- [§40.195 What happens when an individual is unable to provide a sufficient amount of urine for a pre-employment follow-up or return-to-duty test because of a permanent or long-term medical condition?](#)
- [§40.197 What happens when an employer receives a report of a dilute specimen?](#)
- [§40.199 What problems always cause a drug test to be cancelled?](#)
- [§40.201 What problems always cause a drug test to be cancelled and may result in a requirement for another collection?](#)

[§40.203](#) [What problems cause a drug test to be cancelled unless they are corrected?](#)

[§40.205](#) [How are drug test problems corrected?](#)

[§40.207](#) [What is the effect of a cancelled drug test?](#)

[§40.208](#) [What problem requires corrective action but does not result in the cancellation of a test?](#)

[§40.209](#) [What procedural problems do not result in the cancellation of a test and do not require correction?](#)

[§40.210](#) [Are drug tests other than urine permitted under the regulations?](#)

#### **Subpart J—Alcohol Testing Personnel**

[§40.211](#) [Who conducts DOT alcohol tests?](#)

[§40.213](#) [What training requirements must STTs and BATs meet?](#)

[§40.215](#) [What information about the DER do employers have to provide to BATs and STTs?](#)

[§40.217](#) [Where is other information on the role of STTs and BATs found in this regulation?](#)

#### **Subpart K—Testing Sites, Forms, Equipment and Supplies Used in Alcohol Testing**

[§40.221](#) [Where does an alcohol test take place?](#)

[§40.223](#) [What steps must be taken to protect the security of alcohol testing sites?](#)

[§40.225](#) [What form is used for an alcohol test?](#)

[§40.227](#) [May employers use the ATF for non-DOT tests, or non-DOT forms for DOT tests?](#)

[§40.229](#) [What devices are used to conduct alcohol screening tests?](#)

[§40.231](#) [What devices are used to conduct alcohol confirmation tests?](#)

[§40.233](#) [What are the requirements for proper use and care of EBTs?](#)

[§40.235](#) [What are the requirements for proper use and care of ASDs?](#)

#### **Subpart L—Alcohol Screening Tests**

[§40.241](#) [What are the first steps in any alcohol screening test?](#)

[§40.243](#) [What is the procedure for an alcohol screening test using an EBT or non-evidential breath ASD?](#)

[§40.245](#) [What is the procedure for an alcohol screening test using a saliva ASD or a breath tube ASD?](#)

[§40.247](#) [What procedures does the BAT or STT follow after a screening test result?](#)

#### **Subpart M—Alcohol Confirmation Tests**

[§40.251](#) [What are the first steps in an alcohol confirmation test?](#)

[§40.253](#) [What are the procedures for conducting an alcohol confirmation test?](#)

[§40.255](#) [What happens next after the alcohol confirmation test result?](#)

#### **Subpart N—Problems in Alcohol Testing**

[§40.261](#) [What is a refusal to take an alcohol test, and what are the consequences?](#)

[§40.263](#) [What happens when an employee is unable to provide a sufficient amount of saliva for an alcohol screening test?](#)

[§40.265](#) [What happens when an employee is unable to provide a sufficient amount of breath for an alcohol test?](#)

[§40.267](#) [What problems always cause an alcohol test to be cancelled?](#)

[§40.269](#) [What problems cause an alcohol test to be cancelled unless they are corrected?](#)

[§40.271](#) [How are alcohol testing problems corrected?](#)

[§40.273](#) [What is the effect of a cancelled alcohol test?](#)

[§40.275](#) [What is the effect of procedural problems that are not sufficient to cancel an alcohol test?](#)

[§40.277](#) [Are alcohol tests other than saliva or breath permitted under these regulations?](#)

## **Subpart O—Substance Abuse Professionals and the Return-to-Duty Process**

[§40.281 Who is qualified to act as a SAP?](#)

[§40.283 How does a certification organization obtain recognition for its members as SAPs?](#)

[§40.285 When is a SAP evaluation required?](#)

[§40.287 What information is an employer required to provide concerning SAP services to an employee who has a DOT drug and alcohol regulation violation?](#)

[§40.289 Are employers required to provide SAP and treatment services to employees?](#)

[§40.291 What is the role of the SAP in the evaluation, referral, and treatment process of an employee who has violated DOT agency drug and alcohol testing regulations?](#)

[§40.293 What is the SAP's function in conducting the initial evaluation of an employee?](#)

[§40.295 May employees or employers seek a second SAP evaluation if they disagree with the first SAP's recommendations?](#)

[§40.297 Does anyone have the authority to change a SAP's initial evaluation?](#)

[§40.299 What is the SAP's role and what are the limits on a SAP's discretion in referring employees for education and treatment?](#)

[§40.301 What is the SAP's function in the follow-up evaluation of an employee?](#)

[§40.303 What happens if the SAP believes the employee needs additional treatment, aftercare, or support group services even after the employee returns to safety-sensitive duties?](#)

[§40.305 How does the return-to-duty process conclude?](#)

[§40.307 What is the SAP's function in prescribing the employee's follow-up tests?](#)

[§40.309 What are the employer's responsibilities with respect to the SAP's directions for follow-up tests?](#)

[§40.311 What are the requirements concerning SAP reports?](#)

[§40.313 Where is other information on SAP functions and the return-to-duty process found in this regulation?](#)

## **Subpart P—Confidentiality and Release of Information**

[§40.321 What is the general confidentiality rule for drug and alcohol test information?](#)

[§40.323 May program participants release drug or alcohol test information in connection with legal proceedings?](#)

[§40.325 \[Reserved\]](#)

[§40.327 When must the MRO report medical information gathered in the verification process?](#)

[§40.329 What information must laboratories, MROs, and other service agents release to employees?](#)

[§40.331 To what additional parties must employers and service agents release information?](#)

[§40.333 What records must employers keep?](#)

## **Subpart Q—Roles and Responsibilities of Service Agents**

[§40.341 Must service agents comply with DOT drug and alcohol testing requirements?](#)

[§40.343 What tasks may a service agent perform for an employer?](#)

[§40.345 In what circumstances may a C/TPA act as an intermediary in the transmission of drug and alcohol testing information to employers?](#)

[§40.347 What functions may C/TPAs perform with respect to administering testing?](#)

[§40.349 What records may a service agent receive and maintain?](#)

[§40.351 What confidentiality requirements apply to service agents?](#)

[§40.353 What principles govern the interaction between MROs and other service agents?](#)

[§40.355 What limitations apply to the activities of service agents?](#)

## **Subpart R—Public Interest Exclusions**

[§40.361 What is the purpose of a public interest exclusion \(PIE\)?](#)

[§40.363 On what basis may the Department issue a PIE?](#)

[§40.365 What is the Department's policy concerning starting a PIE proceeding?](#)



[§40.367 Who initiates a PIE proceeding?](#)  
[§40.369 What is the discretion of an initiating official in starting a PIE proceeding?](#)  
[§40.371 On what information does an initiating official rely in deciding whether to start a PIE proceeding?](#)  
[§40.373 Before starting a PIE proceeding, does the initiating official give the service agent an opportunity to correct problems?](#)  
[§40.375 How does the initiating official start a PIE proceeding?](#)  
[§40.377 Who decides whether to issue a PIE?](#)  
[§40.379 How do you contest the issuance of a PIE?](#)  
[§40.381 What information do you present to contest the proposed issuance of a PIE?](#)  
[§40.383 What procedures apply if you contest the issuance of a PIE?](#)  
[§40.385 Who bears the burden of proof in a PIE proceeding?](#)  
[§40.387 What matters does the Director decide concerning a proposed PIE?](#)  
[§40.389 What factors may the Director consider?](#)  
[§40.391 What is the scope of a PIE?](#)  
[§40.393 How long does a PIE stay in effect?](#)  
[§40.395 Can you settle a PIE proceeding?](#)  
[§40.397 When does the Director make a PIE decision?](#)  
[§40.399 How does the Department notify service agents of its decision?](#)  
[§40.401 How does the Department notify employers and the public about a PIE?](#)  
[§40.403 Must a service agent notify its clients when the Department issues a PIE?](#)  
[§40.405 May the Federal courts review PIE decisions?](#)  
[§40.407 May a service agent ask to have a PIE reduced or terminated?](#)  
[§40.409 What does the issuance of a PIE mean to transportation employers?](#)  
[§40.411 What is the role of the DOT Inspector General's office?](#)  
[§40.413 How are notices sent to service agents?](#)  
[Appendix A to Part 40—DOT Standards for Urine Collection Kits](#)  
[Appendix B to Part 40—DOT Drug-Testing Semi-Annual Laboratory Report to Employers](#)  
[Appendix C to Part 40—DOT Drug-Testing Semi-Annual Laboratory Report to DOT](#)  
[Appendix D to Part 40—Report Format: Split Specimen Failure To Reconfirm](#)  
[Appendix E to Part 40—SAP Equivalency Requirements for Certification Organizations](#)  
[Appendix F to Part 40—Drug and Alcohol Testing Information that C/TPAs May Transmit to Employers](#)  
[Appendix G to Part 40—Alcohol Testing Form](#)  
[Appendix H to Part 40—DOT Drug and Alcohol Testing Management Information System \(MIS\) Data Collection Form](#)

**EXHIBIT H**

ODOT Asset #	CCR Bus #	Mileage	Vehicle ID #	Condition	Description	Year	Fuel Type	Engine	Transmission	Seating	Notes
Not in Optis	104	77,334	2B6KB3127XK553971	Marginal	Dodge Ram Van	2000	Gas	5.2L V8	47RE	13	Parade Van
V000062	502	337,395	1FDSE35L01HA78713	Marginal	Ford Cutaway	2001	Gas	5.4L Triton	4R100	8/1	
V000065	801	305,346	1FDXE45P95H813429	Dead	Ford Champion	2005				14/2	Cracked Block
Not in Optis	802	494,043	1GBGSV1256F406248	Adequate	Chevy Champion	2006	Diesel	6.6L Duramax	Allison	30/2	Out - A/C Hose
V000066	803	389,596	1GBDV1315D129372	Dead	Chevy Uplander	2007			4T65	3/1	Engine & Transmission
V000067	804	233,176	1GBDV131X7D131988	Good	Chevy Uplander	2007	Gas	3.9L V6	4T65	3/1	
V000069	805	376,972	1FDWE35L06DB42037	Adequate	Ford El Dorado	2007	Gas	5.4L Triton	5R110W	9/1	
V000068	806	367,988	1FDWE35L96DB42036	Good	Ford El Dorado	2007	Gas	5.4L Triton	5R110W	9/1	
V000063	807	288,046	2FMZAS52448A51254	Dead	Ford Liberty	2004				2/1	Transmission
V000070	809	406,163	1GBE5V1247F415578	Marginal	Chevy El Dorado	2007	Diesel	6.6L Duramax	Allison	28/2	
V000833	810	353,577	1FD4E45S28DB51376	Good	Ford El Dorado	2008	Gas	6.8L Triton	5R110W	14/3	
V000834	811	313,837	1FD4E45S48DB51377	Good	Ford El Dorado	2008	Gas	6.8L Triton	5R110W	14/3	
V000793	812	319,822	1GBE5V1959F403598	Adequate	Chevy El Dorado	2009	Diesel	6.6L Duramax	Allison	28/2	Out - High Pressure Fuel Pump
V000811	813	338,821	1FD4E45S59DA12160	Adequate	Ford El Dorado	2008	Gas	6.8L Triton	5R110W	16/3	
V000812	814	262,205	4UZABODT49CAM4709	Adequate	Freightliner Champion	2009	Diesel	6.7L ISB Cummins	Allison	43/2	
V000891	815	241,890	1GB9G5A62A1107652	Adequate	Chevy Star Trans	2010	Diesel	6.6L Duramax	6L90	16/4	
V000970	816	219,557	4UZABODT4ACAT2032	Good	Freightliner Champion	2010	Diesel	6.7L ISB Cummins	Allison	43/2	
V001219	817	242,502	1FVACWDT6BHAX4618	Good	Freightliner Turtle Top	2011	Diesel	6.7L ISB Cummins	Allison	31/4	
V000410	818	267,174	1FDXE45S11HA85351	Dead	Ford Starcraft	2001				12/1	Engine
Not in Optis	819	95,000	1FTDA14UXVZB83265	Adequate	Ford Aero Star	1997	Gas	3.0L V6	A4LD	2/0	Maint Van
Not in Optis	902	165,252	1G2JB5247Y7372132	Adequate	Pontiac Sunfire	2000	Gas	2.2L 4 Cylinder	T45E	3/0	Staff Car
V001324	1220	289,051	1GB6G5BL9C1171651	Good	Chevy Elkhart Express	2012	Diesel	6.6L Duramax	6L90	16/4	
V001325	1221	256,897	1GB6G5BL9C1171990	Adequate	Chevy Elkhart Express	2012	Diesel	6.6L Duramax	6L90	16/4	Out - Transmission
V001326	1222	208,879	1GB6G5BL3C1170320	Good	Chevy Elkhart Express	2012	Diesel	6.6L Duramax	6L90	16/4	
Not in Optis	1223	87,018	2C4RDGBG8CR180742	Good	Dodge Caravan	2012	Gas	3.6L V6	48RE	3/1	
V001564	1524	154,745	1FDEE3FL3FDA27815	Excellent	Ford Goshen	2015	Gas	5.4L Triton	5R110W	7/1	
V001643	1525	66,261	4UZABODT8FCGY1923	Excellent	Freightliner	2015	Diesel	6.7L ISB Cummins	Allison	32/2	
V001731	1526	93,645	1GB6G5BGXF1225384	Excellent	Chevy Arboc	2015	Gas	6.0L V8	6L90	17/3	
V001732	1627	89,745	1FDGF5GYXGE888606	Excellent	Ford F550	2015	Gas	6.8L Triton	5R110W	30/1	
Not in Optis	1719	143,301	1GOYT86J7EV822505	Dead	GMC RTS	1984		3.7L V6		43/	Gillig
V001840	1728	40,368	1FBVU4XM6HKA50822	Excellent	Ford Transit	2017	Gas	3.7L V6	6R80	9/3	
Not Yet in Optis	1829	2,500	4UZADRFD3KCLC9890	Excellent	Freightliner	2018	Gas	B6.7 Cummins	Allison	32/2	Being Inspected
Not in Optis	7409	243,903	2B7JB21Y121K524684	Dead	Dodge Ram Van	2009				2/1	
Not in Optis	N/A	88,744	CCD149J124789	Dead	Chevy 1/2 Ton PU	1979				2/0	MAG Has File in Finance

**EXHIBIT I -- PM PLAN**

**Columbia County Rider  
Medium Duty Bus Preventative Maintenance Schedule**

PM Code	Description	Service Interval
PM - OIL FILTER	Replace the oil filter. Perform regular PM tests and inspections.*	Every 9,000 miles
PM - FULL SERVICE & OIL	Replace the oil filter, air filter, and fuel filter; Change the engine oil and service the transmission. Perform regular PM tests and inspections.*	Every 18,000 miles
PM - BATTERY	Replace the battery.	Every 100,000 miles or 730 days
PM - DIFF SERVICE	Service the differential. Perform regular PM tests and inspections.*	Every 100,000 miles
PM - SHOCKS	Replace the shocks.	Every 50,000 miles
PM - SUSPENSION REBUILD	Rebuild the suspension.	Every 120,000 miles
PM - ASI	Complete the annual safety inspection.**	Every 365 days
PM - LIFT 750	Complete the wheelchair lift inspection.***	Every 750 cycles or 365 days.
PM - LIFT 1500	Complete the wheelchair lift inspection.***	Every 1500 cycles or 365 days.

\* Regular PM tests and inspections include the following: Test all lights, test seatbelt operation and inspect seat condition, check all safety equipment (fire extinguisher, etc.), test starter operation, test siren operation, test electric horn, test radio and speakers operation, inspect windshield / mirrors, test wipers, washers, & blades, test park brake operation, inspect the brakes, test operation of all windows, test A/C - heater operation, test transmission shift control, check exhaust system, lube entire unit, check drive line U-joints, check coolant level and freeze point, check belt and tensioner, check fan and shroud, check P/S & brake fluid levels, fill windshield washer reservoir, inspect and lubricate the wheelchair lift.

\*\* For details, see the annual inspection sheet.

\*\*\* For details, see the wheelchair lift inspection sheet.

## Columbia County Rider Gas Bus Preventative Maintenance Schedule

PM Code	Description	Service Interval
PM - ALT	Replace the alternator.	Every 120,000 miles
PM - BATTERY	Replace the battery.	Every 100,000 miles or 730 days
PM - DIFF SERVICE	Service the differential.	Every 27,000 miles
PM - FULL SERVICE & OIL	Replace the oil filter and change the oil. Perform regular PM tests and inspections. *	Every 18,000 miles
PM - GAS ENGINE TUNE UP	Complete gas engine tune up.	Every 75,000 miles
PM - OIL FILTER	Replace the oil filter. Perform regular PM tests and inspections. *	Every 9,000 miles
PM - SERP - TENS	Replace both the serpentine belt and belt tensioner.	Every 50,000 miles
PM - SHOCKS	Replace the shocks.	Every 80,000 miles
PM - STARTER	Replace the starter.	Every 200,000 miles
PM - SUSPENSION REBUILD	Rebuild the suspension.	Every 120,000 miles
PM - TRANS SERVICE	Service the transmission.	Every 18,000 miles
PM - W/P	Replace the water pump.	Every 75,000 miles
PM - ASI	Complete the annual safety inspection.**	Every 365 days
PM - LIFT 750	Complete the wheelchair lift inspection.***	Every 750 cycles or 365 days.
PM - LIFT 1500	Complete the wheelchair lift inspection.***	Every 1500 cycles or 365 days.

\* Regular PM tests and inspections include the following: Test all lights, test seatbelt operation and inspect seat condition, check all safety equipment (fire extinguisher, etc.); test starter operation, test siren operation, test electric horn, test radio and speakers operation, inspect windshield / mirrors, test wipers, washers, & blades, test park brake operation, inspect the brakes, test operation of all windows, test A/C - heater operation, test transmission shift control, check exhaust system, lube entire unit, check drive line U-joints, check coolant level and freeze point, check belt and tensioner, check fan and shroud, check P/S & brake fluid levels, fill windshield washer reservoir, inspect and lubricate the wheelchair lift.

\*\* For details, see the annual inspection sheet.

\*\*\* For details, see the wheelchair lift inspection sheet.

### Columbia County Rider Gas Car Preventative Maintenance Schedule

PM Code	Description	Service Interval
PM - BATTERY	Replace the battery.	Every 100,000 miles or 730 days
PM - COOLANT DRAIN/REFILL	Drain and refill the coolant.	Every 45,000 miles
PM - FULL SERVICE & OIL	Replace the oil filter and change the oil. Perform regular PM tests and inspections.*	Every 18,000 miles
PM - GAS ENGINE TUNE UP	Complete gas engine tune up.	Every 75,000 miles
PM - OIL FILTER	Replace the oil filter. Perform regular PM tests and inspections.*	Every 9,000 miles
PM - SERP - TENS	Replace both the serpentine belt and belt tensioner.	Every 50,000 miles
PM - SHOCKS	Replace the shocks.	Every 100,000 miles
PM - TRANS SERVICE	Service the transmission.	Every 18,000 miles
PM - ASI	Complete the annual safety inspection.**	Every 365 days

Regular PM tests and inspections include the following: Test all lights, test seatbelt operation and inspect seat condition, check all safety equipment (fire extinguisher, etc.), test starter operation, test siren operation, test electric horn, test radio and speakers operation, inspect windshield / mirrors, test wipers, washers, & blades, test park brake operation, inspect the brakes, test operation of all windows, test A/C - heater operation, test transmission shift control, check exhaust system, lube entire unit, check drive line U-joints, check coolant level and freeze point, check belt and tensioner, check fan and shroud, check P/S & brake fluid levels, fill windshield washer reservoir, inspect and lubricate the wheelchair fit.

\*\* For details, see the annual inspection sheet.

## Columbia County Rider Minivan Preventative Maintenance Schedule

PM Code	Description	Service Interval
PM - BATTERY	Replace the battery.	Every 100,000 miles or 730 days
PM - COOLANT DRAIN/REFILL	Drain and refill the coolant.	Every 45,000 miles
PM - FULL SERVICE & OIL	Replace the oil filter and change the oil. Perform regular PM tests and inspections. *	Every 18,000 miles
PM - GAS ENGINE TUNE UP	Complete gas engine tune up.	Every 75,000 miles
PM - OIL FILTER	Replace the oil filter. Perform regular PM tests and inspections. *	Every 9,000 miles
PM - SERP - TENS	Replace both the serpentine belt and belt tensioner.	Every 50,000 miles
PM - SHOCKS	Replace the shocks.	Every 100,000 miles
PM - TRANS SERVICE	Service the transmission.	Every 18,000 miles
PM - ASI	Complete the annual safety inspection. **	Every 365 days

\* Regular PM tests and inspections include the following: Test all lights, test seatbelt operation and inspect seat condition, check all safety equipment (fire extinguisher, etc.), test starter operation, test siren operation, test electric horn, test radio and speakers operation, inspect windshield / mirrors, test wipers, washers, & blades, test park brake operation, inspect the brakes, test operation of all windows, test A/C - heater operation, test transmission shift control, check exhaust system, lube entire unit, check drive line U-joints, check coolant level and freeze point, check belt and tensioner, check fan and shroud, check P/S & brake fluid levels, fill windshield washer reservoir, inspect and lubricate the wheelchair lift.

\*\* For details, see the annual inspection sheet.

## Columbia County Rider Diesel Bus Preventative Maintenance Schedule

PM Code	Description	Service Interval
PM - BATTERY	Replace the battery.	Every 100,000 miles or 730 days
PM - DIFF SERVICE	Service the differential.	Every 27,000 miles
PM - EGR SERVICE	Service the EGR valve (if applicable, not all units have EGR valves).	Every 36,000 miles
PM - FULL SERVICE	Replace the oil filter, air filter, and fuel filter. Perform regular PM tests and inspections.*	Every 18,000 miles
PM - OIL	Change the oil and replace the oil filter. Perform regular PM tests and inspections.*	Every 4,500 miles
PM - SERP - TENS	Replace both the serpentine belt and belt tensioner.	Every 50,000 miles
PM - SHOCKS	Replace the shocks.	Every 60,000 miles
PM - STARTER	Replace the starter.	Every 200,000 miles
PM - SUSPENSION REBUILD	Rebuild the suspension.	Every 120,000 miles
PM - TRANS SERVICE	Service the transmission.	Every 18,000 miles
PM - VAC PUMP	Replace the vacuum pump.	Every 75,000 miles
PM - W/P - ALT	Replace both the water pump and the alternator.	Every 100,000 miles
PM - ASI	Complete the annual safety inspection.**	Every 365 days
PM - LIFT 750	Complete the wheelchair lift inspection.***	Every 750 cycles or 365 days.
PM - LIFT 1500	Complete the wheelchair lift inspection.***	Every 1500 cycles or 365 days.

\* Regular PM tests and inspections include the following: Test all lights, test seatbelt operation and inspect seat condition, check all safety equipment (fire extinguisher, etc.), test starter operation, test siren operation, test electric horn, test radio and speakers operation, inspect windshield / mirrors, test wipers, washers, & blades, test park brake operation, inspect the brakes, test operation of all windows, test A/C - heater operation, test transmission shift control, check exhaust system, lube entire unit, check drive line U-joints, check coolant level and freeze point, check belt and tensioner, check fan and shroud, check P/S & brake fluid levels, fill windshield washer reservoir, inspect and lubricate the wheelchair lift.

\*\* For details, see the annual inspection sheet.

\*\*\* For details, see the wheelchair lift inspection sheet.

## **Wheelchair Lift Maintenance Policy**

It is the intent of Columbia County Rider by way of this policy, to assure that our wheelchair lifts and ramps are maintained to the specifications prescribed by the device manufacturer. The maintenance of wheelchair loading apparatus will be performed by a combination of bus operators, mechanics and certified manufacturer technicians, depending on the level of service required. Services such as daily safety checks, monthly safety checks, and 10 cycle (daily) maintenance shall be performed by the bus operator and documented on the daily vehicle checksheet. All other maintenance and inspection shall be done by a qualified mechanic except those services where the manufacturer requires the service to be performed by a certified or authorized technician.

Wheelchair lifts shall be serviced based on duty cycles. A duty cycle is one full cycle from stowed position back to stowed position. The number of cycles a lift is operated in a given shift will be documented on the daily run sheet. There will also be a lift counter installed to use for verification in each vehicle. The supervisor will keep a running tally of the lift cycles for each vehicle, and send the vehicle in for the next designated service prior to reaching the maximum number of lift cycles allowed between services.

There are three different maintenance schedules for Columbia County Rider wheelchair lifts/ramps, described below; Schedule A, Schedule B and Schedule C. These maintenance schedules will be listed on the fleet maintenance spreadsheets using the appropriate schedule for the type of lift in that particular vehicle. Bus operators will do the 10 cycle inspection each day during their morning vehicle check and anytime during a shift where the lift is cycled more than 10 times. The 10 cycle inspection is described in the Schedule B attachment. In addition to this;

Schedule A includes inspection and service at 750, 1500 and 4500 cycles with service and inspection at consecutive 750 cycles.

Schedule B includes inspection and service every 150 cycles, with additional services required at 1800 cycles. This schedule also requires service at 3600 cycles to be performed by a certified technician.

Schedule C is applicable only to manual wheelchair ramps and requires a monthly safety check which includes cleaning and light lubrication of pivot points and hinges. Services within this schedule may be performed by the bus operator.



**Lift Maintenance Schedule A - Braun**

**Cycles**

**10**

Over all condition  
Control Pendant  
Threshold warning system  
  
Bridgeplate load sensor  
  
Hydraulic fluids

Listen for abnormal noises as lift operates: (ie grinding or binding noises)  
Verify that control pendant is undamaged and cable connector is tight.  
Verify that system properly detects objects in threshold area and acutuates the audible alarm.  
Verify that sensor inhibits downward movement of platform when a weight is present of lowered bridgeplate.  
Check for obvious hydraulic leaks

**750**

Inboard roll stop hinge  
Platform hinges (2)  
Outboard roll stop clevis pin pivot points (4)  
Outboard roll stop pin roller bearings (2)  
outboard roll stop foot bearings (2)  
Outboard roll stop arm slots (2)  
Lift-Tite™ latches tower pivot points (2 latches-2 points)

Apply light oil - See Lubrication Diagram  
Apply light oil - See Lubrication Diagram  
Apply light oil - See Lubrication Diagram  
Apply light oil - See Lubrication Diagram  
Apply light oil - See Lubrication Diagram  
Apply light grease - See Lubrication Diagram  
Apply light oil - See Lubrication Diagram

Lift-Tite™ latch gas (dampening) spring pivot points (2 springs-4 points)

Apply light oil - See Lubrication Diagram

Inspect Lift-Tite™ latches and gas speings for wear or damage (bent, deformed or misaligned), positive securement (external snap rings) and proper operation.

Resecure, replace damaged parts or otherwise correct as needed. Note: Apply light Grease to Lift-Tite™ latch tower pivot point if replacing latch.

Inspect inboard and outboard roll stops for proper operation

Correct or replace damaged parts.

Inspect outboard roll stop foot pivot for proper operation, positive securement and detached or missing spring.

Correct or replace damaged parts and/or relubricate. See Lubrication Diagram

Platform turnbuckle pivot points (2 turnbuckles-4 points)

Apply light oil - See Lubrication Diagram

Inspect lift for wear, damage or any abnormal condition

Correct as needed

Inspect for rattles

Correct as needed

Adjust fold pressure and outer barrier fold pressure (if applicable)

See applicable service manual

**Perform all procedures listed in previous section**

Upper/lower fold arms (2)	Apply grease (synthetic) to contact areas between upper/lower fold arms. See lubrication diagram
Platform pivot pin bearings (4)	Apply light oil - See Lubrication Diagram
Platform fold axles (2)	Apply light oil - See Lubrication Diagram
Inboard roll stop lever bearings (2)	Apply light oil - See Lubrication Diagram
Inboard roll stop lever upper slots (2)	Apply light oil - See Lubrication Diagram
Saddle support bearings (8)	Apply light oil - See Lubrication Diagram
Parallel arm pivot bearings (8)	Apply light oil - See Lubrication Diagram
Handrail pivot pin bearings (4)	Apply light oil - See Lubrication Diagram
Hydraulic cylinder bushings (8)	Apply light oil - See Lubrication Diagram
Inspect inboard roll stop for: Wear or damage	
Proper operation. Roll stop should just rest on top surface of the base plate.	Resecure, replace or correct as needed. See Platform Angle instructions and Microswitch Adjustment Instructions.
Positive securement (both ends)	
Inspect handrail components for wear or damage, and for proper operation	Replace damaged parts
Inspect microswitches for securement and proper adjustment	Resecure, replace or adjust as needed. See Microswitch Adjustment Instructions
Make sure lift operates smoothly	Realign towers and verticle arms. Lubricate or correct as needed.
Inspect outboard roll stop clevis pin securement set screws	Resecure or replace (apply Loctite 217).
Inspect external snap rings: * Platform slide/rotate pivot pins (2 per pin) Platform fold axles (1 per axle) Inboard roll stop lever bracket pins (1 per pin) Lift-Tite™ latch gas (dampening)spring (2 per spring) Outboard rolls top clevis pins(1 per pin) Outboard roll stop foot pins (2) Platform pivot pins (2)	Resecure or replace as needed.
Inspect platform fold axles and bearings for wear or damage and positive securement	Replace damaged parts and resecure as needed. Apply Light Oil.
Inspect turnbuckle assemblies for wear or damage, proper operation and positive securement	Resecure, replace or correct as needed. Apply light oil
Remove pump module cover and inspect: Hydraulic hoses, fittings and connections for wear or leaks	

Harness cables, wires, terminals and connections for securement or damage  
 Relays, fuses, circuit breakers and power switch for securement or damage

Resecure, replace or correct as needed.

**4500 Perform all procedures listed in previous section**

Inspect cotter pins on platform pivot pins (2) Resecure, replace or correct as needed.

Hydraulic Fluid (Pump) - check level Note: Fluid should be changed if there is visible contamination. Inspect the hydraulic system (cylinder, hoses, fitting, seals, etc) for leaks if fluid level is low.

Use Braun 32840-QT hydraulic fluid (Exxon® Univis HVI 26). **Do not mix** with Dextron III or other hydraulic fluids. Check fluid level with **platform lowered fully**. Fill to maximum fluid level indicated on reservoir (specified on decal). **Do not overfill**. If fluid level decal is not present - measure 35 mm from the fill port to locate fluid level.

Inspect cylinders, fitting and hydraulic connections for wear, damage or leaks Tighten, repair or replace if needed.

Inspect prallel arm pivot pin mounting bolts (8) Replace if needed.

Inspect platform pivot pin, bearings and vertical arms for wear, damage and positive securement Replace damaged parts and resecure as needed. Apply Light Grease during reassembly procedures.

Inspect upper/lower fold arms, saddle, saddle support and associated pivot pins, bushings, and bearings for visible wear or damage. Replace if needed.

Inspect gas springs (cylinders) for wear or damage, proper operation and positive securement Tighten, replace or correct as needed

Inspect saddle bearings (buttons-4) Apply Door-Ease or replace if needed. See Lubrication Diagram.

Inspect vertical arm plastic covers Resecure or replace as needed.

Inspect power cable Resecure, repair or replace as needed.

Mounting Check to see that the lift is securely anchored to the vehicle and there are no loose bolts, broken welds or stress fractures

Decals and Antiskid Replace decals if worn, missing or illegible. Replace antiskid if worn or missing.

**Consecutive 750 Cycle Intervals**

Repeat all previously listed inspection, lubrication and maintenance procedures at 750 cycle intervals.

**Lift Maintenance Schedule B - Ricon**

**Cycles**

<b>10</b>	Over all condition Control Pendant Threshold warning system	Listen for abnormal noises as lift operates: (ie grinding or binding noises) Verify that control pendant is undamaged and cable connector is tight. Verify that system properly detects objects in threshold area and acutuates the audible alarm.
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	Bridgeplate load sensor	Verify that sensor inhibits downward movement of platform when a weight is present of lowered bridgeplate.
	Hydraulic fluids	Check for obvious hydraulic leaks
<b>150</b>	Electrical Wiring	Inspect electrical wiring for frayed wires, loose connectors, etc.
	Vehicle interlock	Place vehicle in non-interlock mode and verify that lift does not operate.
	Decals	Verify that lift decals are properly affixed, clearly visible and legible. Replace if necessary.
	Armrests	Verify that armrest fasteners are properly tightened.
	Lift mounting points	Verify that vehicle mounting and support points are undamaged
	Main lifting pivots	Verify that mounting bolts are sufficiently tight and free of corrosion
	Platform pivot points	Verify that link pins on arms are properly installed, free from damage, and locked in position
	Bridgeplate	Verify that platform moves freely, without binding and does not wobble
		Verify that bridgeplate operates without binding during lift functions
		Verify that bridgeplate deploys fully when platform stops at floor level
		Verify that bridgeplate rests flat against baseplate.
	Front rollstop	Verify that rollstop is opened completely when platform is at ground level
	Hydraulic Power unit	Verify that rollstop closes and locks when platform leaves ground
		<b>CAUTION</b>
		Check and add fluid when platform is at ground level. Fluid that is added when platform is raised will overflow when platform is lowered.
		Verify that pump hydraulic fluid level is at FULL mark when platform is at ground level
		Add Texaco 01554 Aircraft Hydraulic Oil or equivalent U.S. mil spec H5606G fluid
		Verify there are no hydraulic fluid leaks
		Verify that manual backup pump operates properly
<b>1800</b>	Cleaning and lubrication	1. Clean lift with mild soap and water and wipe dry. Prevent rust by coating all surfaces with a light weight oil. Remove excess oil. 2. Spray penetrating oil (Curtisol ® Red Grease 88167 or WD-40 ® ) where specified following directions on container. Remove excess grease from surrounding areas.
		<b>CAUTION!</b>
<b>3600</b>	Hydraulic cylinder hoses and fittings	A Ricon authorized dealer must perform the following safety check. Check hydraulic cylinder for evidence of leaks Inspect hydraulic hoses for damage Verify that all fittings are tight

#### Lift Maintenance Schedule C - Ramp

<b>Daily</b>	Removable passenger seat Foldaway middle seat	Be certain that removable passenger seat base is properly locked in position Be certain that folding seat is locked firmly in position (either folded or unfolded)
<b>Monthly</b>	Sliding door Folding ramp	Wash lower door tracks and lightly lubricate contact surfaces Clean and light lubricate pivot points and hinges
<b>Six month</b>	Removable Passenger seat Electrical Connections (under hood)	Verify that locking mechanism on removeable passenger seat operates properly by removing and reinstalling seat. Be certain that circuit breaker connections are free of corrosion; clean and apply protective coating as required.
<b>Annual</b>	Under Carriage Hoses and fittings	Be certain undercoating is intact. Re-coat areas as required. Note: The rust inhibiting coating should provide years of trouble free service. However, severe condition (frequent use on unimproved or heavily salted road surfaces, etc) may cause premature corrosion. Any area where undercoating is bulging due to flaky rust should be cleaned using a wire brush, treated with primer and re-coated. Be certain that all fuel lines are intact and not damaged. Be certain that fuel fill hoses are free of cracking and damage.

2012- Chev Eldorado- 15 Pass 4 W/C  
 VIN#1GB65BL9C1171651 In service 11/7/12

**Vehicle #1220- Diesel- PM Schedule**

PM Service	Service Interval	Service Complete	Next Service Due	Service Complete	Next Service Due	Service Complete	Next Service Due	Service Complete	Next Service Due	Service Complete
Replace Battery (or 730 days)	100,000									
Service differential	27,000									
Service EGR valve, if applies	N/A									
Full Service: Replace oil, air & fuel filter. Perform regular PM tests & inspections. Inspect and lubricate On Spot chain system	9,000	112,893	121,893	122,668						
		10/18/2015		12/10/2015						
45 DAY INSPECTION	45 DAYS	5/30/15 93,517		7/14/15 95,470		8/28/15 99,262		10/12/15 112,893		
Change Oil, replace oil filter. Perform regular PM tests & inspections.	4,500	109,555	114,055 DONE ON FULL	118,559						
		9/30/2015		11/24/2015						
Replace serpentine belt & tensioner	50,000									
Replace shocks	60,000									
Replace starter	200,000									
Rebuild the suspension	120,000									
Service transmission	50,000									
Replace vacuum pump	75,000									
Replace water pump & alternator	100,000									
Annual Safety Inspection	365 days									
Lift Inspection Schedule B	150 cycles	109,555		112,893		118,559		122,668		
Lift Inspection Schedule B	1800 cycles	9/30/2015		10/18/2015		11/24/2015		12/10/2015		
Lift Inspection Schedule B	3600 cycles									

Current mileage 12/29/15 147,094

Regular PC tests and inspections include the following: Test all lights, test seatbelt operation and inspect seat condition, check all safety equipment: fire extinguishers, etc. Test starter operation, electric horn, radio and speakers operation, inspect w



# Dial-A-Ride Rider's Guide

**Days of Operation (effective April 1, 2013)**

**Updated on July 22, 2014:**

South County (Scappoose, St. Helens, Columbia City)

Monday – Friday 7:30 AM – 7:00 PM

North County (Rainier, Clatskanie)

Monday, Wednesday, Friday 7:30 AM – 7 PM

West County (Vernonia)

Tuesday & Thursday 9 AM – 5 PM

CC Rider does not provide service on New Year's Day, Memorial Day, July 4, Labor Day, Thanksgiving and Christmas.

For Dial-A-Ride eligibility, call 503.366.0159 or go to [www.columbiacountyrider.com](http://www.columbiacountyrider.com) to download and/or print an application.

## USING THE RIDER'S GUIDE

This Rider's Guide should answer most questions about CC Rider's Dial-A-Ride Service. The Dial-A-Ride service is part of CC Rider's regional transportation service, providing door-to-door transportation services for elderly, disabled and special life needs for residents of Columbia County.

## HOW DO I APPLY FOR DIAL-A-RIDE SERVICES?

Individuals interested in utilizing CC Rider's Dial-A-Ride Service must be registered and eligible by CC Rider before using the service. To register for these services, call CC Rider @ 503.366.0159 or download/print the application from our website, [www.columbiacountyrider.com](http://www.columbiacountyrider.com). Upon receiving a completed application, CC Rider staff will evaluate the application and provide the rider with an "honored citizen" card if the rider meets the criteria.

**In Accordance with Title VI of the Civil Rights Act of 1964, this program reflects Columbia County Rider Transit System's commitment to ensuring that no person shall, on the ground of race, color, national origin, religion, age, marital status, sexual orientation, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity provided by the CCRider Transit System (CCR).**

## TRIP PRIORITIES

Trip priorities are to provide rides for Elderly and Disabled Riders who need to get to:

1. Medical appointments
2. And who have special life needs

Dial-A-Ride Services eligibility is good for up to one year and can be renewed, as needed.

## WHAT IF I AM DETERMINED TO BE INELIGIBLE FOR DIAL-A-RIDE SERVICES?

If you do not meet the criteria for Dial-A-Ride Services, you will be notified in writing. The letter will explain the reason(s) for denial as related to the eligibility criteria. You have the right to appeal the denial of eligibility. You must initiate an appeal by contacting the CC Rider Administrator within 60 days of the denial letter. A letter will then be sent explaining your appeal options including appearing in person with additional information or sending additional written comments.

Page | 2  
July 29, 2014 draft revision



An Appeals Committee will review the original decision made and make a final decision as to your eligibility. You have the right to be present at an appeals hearing in front of the Appeals Committee. The decision of the Appeals Committee shall be communicated in writing within 30 business days after the appeal record is complete. If a final decision is not made in writing within this period, Dial-A-Ride Services will be available until such time as the final decision is made.

## **HOW DO I MAKE A RESERVATION?**

Once you have been approved to use CC Rider's Dial-A-Ride Services, you may schedule a trip by calling CC Rider Dispatch at 503.366.0159. When calling to schedule a trip, be prepared to give the dispatcher the following:

- Rider first and last name
- Whether an attendant will be riding with you
- Rider's exact physical address, including apartment number, business name, etc.
- Exact pick up location address, if different than rider's address
- Rider's exact destination address, including suite number, zip code, business name, etc.
- Requested pick up time and appointment time, if applicable
- Be sure to advise the dispatcher if you will be traveling with a wheelchair, scooter or other type of mobility device (crutches, cane, walker, etc.) or service animal
- How you will be paying for the fare

Reservations can be made up to two weeks in advance by calling CC Rider Dispatch at 503.366.0159. Trips are scheduled based on requests and particular pick up times and some rides may be restricted to certain areas due to the system's ability to fairly provide service to as many residents as possible on any given day. Some rides in areas of the County may be restricted to priority 1 (medical appointments) service only, in order to serve as many riders as possible within the hours available for service, and to meet the priorities established by the County BOCC and approved on April 1, 2013. All service will be provided within the hours specified for service provision, see Service Area Restrictions for information on where the CCRider travels.

Priorities for Dial-A-Ride Service are:

1. Medical appointments
2. Life needs, such as grocery shopping, employment, banking, special, etc.

Dispatchers are required to ask for complete information and will confirm the information along with the fare to the caller to ensure that the trip is properly scheduled. Dial-A-Ride fares are based upon mileage and legs traveled.

Dispatchers will make every effort to attempt to accommodate requested trip schedules. However, there may be times when requested pick-up times or days may not be available, as service scheduled on a first-come-first-serve basis, and the Dispatcher may need to offer alternative times.

## SERVICE EXPECTATIONS

- All Dial-A-Ride Services are “shared” rides. Riders using Dial-A-Ride service should have no expectation of being the only rider on the bus.
- Riders must allow for flexibility in scheduling rides in advance of scheduled appointment times in order to allow other riders to be picked up.
- Riders who object to “shared” rides do so at the risk of losing their privilege to ride. Remember the cost of providing Dial-A-Ride service requires CCRider to maintain cost effective levels of ridership to assure that the system is sustainable.
- Riders should plan a longer than average travel times reach their destination since the vehicle may have additional customer pick-ups or drop-offs along the way.
- All trips will be charged on a cost-per-leg basis. A “leg” starts when the rider boards the bus and ends when the rider exits the bus. For example: a round trip to the grocery store will consist of two legs; and a round trip to the grocery store with a stop at the bank on the way home consists of three (3) legs.
- More than one destination will incur additional rider fares for each pick-up and drop-off.
- Each pick up and drop off will be counted and scheduled as a new ride for the rider and must be scheduled prior to taking the trip.
- No rider will be allowed to add additional trip destinations without prior administrative approval.
- No driver has authority to allow additional destinations without prior administrative approval.

## SERVICE AREA RESTRICTIONS

Service area restrictions apply to Dial-A-Ride trips are due to funding limitations of the system and the system's ability to provide service within the number of hours allocated to the Dial-A-Ride service and to allow for the maximum number of riders to access to the service.

Current service:

- Scappoose/St. Helens/Columbia City: 10 hours per day, 5 days per week.
  - Service area: Service within Columbia County and service to the Longview/Kelso Area.
  - Wednesday Medical Transports. These occur twice monthly and provide medical trips only to the Portland and Washington County areas only.
  
- Rainier/Clatskanie: 5 hours per day 3 days per week.
  - Service Area: Service within Columbia County and Medical appointments in Longview/Kelso. I.e., St. John's Hospital, Kaiser and doctor offices.
  
- Vernonia/Mist Birkenfeld Area: 5 hours per day 2 days per week.
  - Service area is restricted to service within Vernonia and Columbia County. Exceptions for medical appointments only to facilities in Washington County when services are not available in Columbia County. Riders may also be referred to using the Nehalem Route in order to meet rider needs for out of area service.

## WHAT ARE PICK-UP AND DROP-OFF PROCEDURES?

To ensure that your trip goes smoothly, we have developed the following pick-up and drop-off procedures for your convenience.

**Where to wait:** CC Rider Dial-A-Ride Service provides door-to-door service; therefore, the driver will come to your door, house, building lobby or other designated pick-up location.

For passenger drop-offs, the driver will drop the rider off in front of or as close to the designated drop-off location as safely possible.

For safety reasons, drivers must stay within the “line of sight” of their vehicle. You cannot be escorted past the ground floor lobby or threshold of any residence or public building beyond the driver’s line of sight to their vehicle. If you need assistance beyond the door of your origin or destination, please make sure that a companion or personal care attendant is available to assist.

**Apartments/Office Complexes:**

When scheduling a trip, please provide the Dispatcher with the specific building name and number within the complex where you would like to be picked up. The driver will then pick you up/drop off at that specific building lobby/front door, if accessible.

**Nursing Homes/Adult Daycare/Living Assisted Facilities/Senior Centers:**

Riders picked up/dropped off at nursing homes, etc., should meet the driver in front of the main lobby unless otherwise specified. Drivers are not allowed to enter rooms to pick up riders. If an individual other than the rider is responsible for the fare, please notify Dispatch so the name can be collected from staff personnel or personal care attendant at the time of boarding. Drivers can assist riders into or out of nursing homes and will drop off riders in the front lobby and will notify nursing home staff.

**Gated Communities:**

If your pick-up or drop-off location is located within a gated community and requires special entry, please notify the security office to arrange for vehicle entry before pick-up time. If you do not arrange for vehicle entry, and the vehicle is unable to enter the pick-up area, you will be considered a “no-show”.

## **HOW LONG WILL A DRIVER WAIT?**

A driver will wait for up to five minutes for a rider after arriving at the pick-up location. If you do not appear during the five-minute wait time, the Driver will mark you as a “no-show” and then depart. Drivers are to arrive as close as possible to your scheduled time. If a driver is early, you can board when ready. Your pick-up time is still the same time, but you will have only five minutes after your scheduled pick-up time to board.

**What if the driver is late?**

If the driver is not at your pick-up location by the designated time, call CC Rider Dispatch @ 503.366.0159 to inquire to the driver’s status.

## WHAT IS THE NO-SHOW/CANCELLATION POLICY?

When you schedule a trip and fail to use the service without proper cancellation notice, this can cause serious transportation and scheduling problems for other riders. CC Rider Dial-A-Ride Services depends on efficient scheduling to accommodate as many customers as possible. Therefore, it is important that once you have scheduled a trip, the trip be used or canceled within a reasonable amount of time. Since CC Rider Dial-A-Ride Services is a shared-ride system, it is important that scheduled trips do not go unused. This ensures that all riders enjoy a convenient and timely ride. Failing to appear for a scheduled trip, or canceling a trip without proper notice, is considered a “no show”.

**You must cancel unwanted trips by 5:00 PM the day before the scheduled trip.** Trips canceled by 5:00 PM the day before the scheduled trip will be counted as Advance Cancellations. A documented pattern of Late Cancellations, Same Day Cancellations, No Shows or Excessive Advance Cancellations for reasons within your control will result in service denial prescribed below.

### **No Shows are defined as the following:**

- When you cancel a trip less than two (2) hours before the scheduled pick-up time (late cancellation)
- When you cancel a trip at the time the driver arrives (or is in-route) at the pick-up location
- When you do not show for a scheduled ride within 5 minutes after the driver has arrived at the pick-up location

**Note:** If you “no-show” for a ride you MUST call and cancel your return ride for that day if you will not need it. **The Rider Dispatch system documents all rides, including “no shows”.** Excessive “no shows” can result in a denial of future service.

### **The following policies will be enforced for riders who are repeat no-show customers:**

- One (1) no-show will result in a verbal warning
- Two (2) no-shows within a one-month period will result in a written warning
- Three (3) no-shows within a one-month period will result in a suspension of services for 30 days.

### **Same Day Cancellations:**

A Same Day Cancellation occurs when you cancel a scheduled trip between 5:00 PM the day PRIOR to the trip and up to two (2) hours before the scheduled pick-up time. For every three (3) Same Day Cancellations, you will be charged one (1) No-Show. A service

suspension of 30 days shall be imposed if you accumulate three (3) No-Shows in a 30 day period, as indicated above.

CC Rider has an appeals process that allows riders the opportunity to appeal a no-show/cancellation decision. Appeals must be made in writing within 60 days. Suspensions will not be proposed or implemented for circumstances which are beyond your control. Examples of situations not within your control are:

- A sudden personal emergency
- Sudden or worsening illness
- A late vehicle arrival
- Breakdowns of mobility aids
- A driver who does not provide appropriate assistance
- Medical conditions which may cause involuntary behavior (e.g. Tourette's Syndrome)

**Excessive Advance Cancellations:**

Excessive Advance Cancellations occur when you cancel 50% or more of your scheduled trips during any 30-day period. A minimum of 10 trips must be scheduled for the 30 days in question for this policy to apply. A service suspension of seven (7) days shall be imposed when you exceed the maximum cancellation allowances.

**What about Missed Trips?**

If the vehicle fails to pick you up within one hour of the scheduled trip, you are entitled to request a credit for the trip. Once the missed trip is validated, a trip credit will be place in your file.

## **WHAT IF I HAVE A WHEELCHAIR, SCOOTER OR OTHER MOBILITY DEVICE?**

Each time you schedule a trip, the dispatcher must be informed of the type of mobility device you will be using for your trip. It is important to know the specific mobility device you will be using so the driver is able to prepare for the trip. In addition, some vehicles are limited to the number of mobility device securement areas, so by informing Dispatch of your mobility device, CC Rider can schedule an appropriate vehicle for shared rides.

CC Rider will accommodate standard wheelchairs, scooter and other mobility devices. A wheelchair is defined as a mobility aid that does not exceed the ADA guidelines of 48" in length, 30" in width and 800 pounds, **when occupied**. Mobility devices larger than these standards and unable to be secured properly in the vehicle may be denied service. Wheelchairs, scooters and other mobility devices must be secured at all times during boarding, disembarking and transport operations. For safety reasons, you are

encouraged to have working brakes on your mobility device. If you use a scooter-type wheelchair and are capable of transferring to a vehicle seat, you are urged to do so during transport. It is your choice to transfer to a vehicle seat or remain in your mobility device. If you need the lift to board but are not a wheelchair user, you may use the lift in a standing position.

All riders are required to use the shoulder belts and lap belts provided in the vehicle.

## **SEAT BELT EXEMPTION**

**Riders are required to wear seatbelts while riding on the bus. An exemption to this requirement can be obtained by filing a Request For Exemption From Use Of Motor Vehicle Safety Restraints Form. This form is completed by the Rider and his/her physician for submission and approval by the Oregon Transportation Safety Division. The form is attached to this guide. All riders who do not have an exemption card and who refuse to wear a seat belt can be denied rides. Riders will be asked to show their card if they refuse to wear a seatbelt.**

## **WHAT IF I TRAVEL WITH A PERSONAL CARE ATTENDANT (PCA)**

A personal care attendant (PCA) is defined as someone required to assist the rider meet his/her personal needs during the trip. The origin and destination of the PCA must be the same as yours. A PCA may accompany a qualified Dial-A-Ride rider as no additional charge. You must indicate at the time of the application whether you travel with a PCA. In addition, when making a reservation, please indicate to Dispatch that a PCA will be accompanying you on your trip.

### **Service Animals:**

Service animals are permitted on CC Rider vehicles and are allowed to accompany riders. You are required to tell Dispatch that you will be traveling with a service animal when you schedule your trip. Please be considerate of others who may be fearful or dogs or other service animals.

**Service animals who become unmanageable or aggressive towards their owner and/or other riders, and who cannot be controlled by their owner will not be allowed to ride the bus.**

**Because the ADA regulations provides guidance regarding the difference between service animals and pets, drivers may ask riders what type of service the animal preforms in order to distinguish whether the animal is working service animal or not.**

Animals, other than service animals, may travel on CC Rider vehicles ONLY in a properly secured cage or container and will be considered a package.

## RIDER RULES OF COURTESY

Common-sense rules ensure safety and comfort for all passengers and the driver. We ask that riders observe the following Rules of Conduct:

- No smoking on board, **the no smoking ban includes electronic cigarettes**
- No abusive, threatening or obscene language or actions
- No deliberate fare evasion
- No physical abuse of another rider or driver
- No operating or tampering with any equipment while on board the vehicle. This includes operating a hydraulic lift and attempting to remove wheelchair “tie-downs”
- Shoes and shirts are required of all passengers

Depending on the severity of the violation, the following penalties will generally be enforced for riders who violate any of the Rules of Conduct:

- One (1) violation will result in a verbal warning
- Two (2) violations will result in a written warning
- Three (3) or more violations will result in a suspension of service for a minimum 30 days

**Note:** Riders who engage in physical abuse or cause physical injury to another rider or driver may be subject to immediate and permanent suspension, and possible criminal prosecution.

There is an appeals process that allows riders the opportunity to appeal warnings or suspensions for violations of the Rules of Conduct. Appeals must be made in writing within 60 days. For more information, please call the CC Rider Administrator at 503.366.8505.

## WHERE CAN I TRAVEL USING DIAL-A-RIDE?

**Medical Trips are the No 1 priority for Dial-A-Ride service.** CC Rider Dial-A-Ride Service **may** travel to any location within Columbia County. Out of County locations **may** include locations in Multnomah, Washington and Cowlitz Counties.

**Some locations include: Emmanuel Hospital, Good Sam Hospital, OHSU Facilities and Veterans Hospital and Clinics and St. John’s Medical Center and Kaiser in Longview, Washington. Other locations outside of Columbia County may be approved at CCRider’s discretion.**



Dial-A-Ride service is limited due to the cost of the service and the County's ability to pay the costs over and above the fares charged for the service. Dial-A-Ride Service charges are based upon your trip mileage to and from your destination and whether additional stops are scheduled for your ride. You must confirm your Dial-A-Ride fare price with Dispatch when you schedule your ride. See Section on Service Area Restrictions, Page 4 of this guide.

## COMMENTS

If you have comments or concerns regarding service, or the level of service, or an incident which occurred during your trip, please feel free to contact the CC Rider Administrator by phone, (503-366-8504) in writing or by e-mail at [janet.wright@co.columbia.or.us](mailto:janet.wright@co.columbia.or.us).

If you wish to make comments or tell us your concerns please include the following information:

- Date and time of incident
- Location of the vehicle or area where the incident occurred.
- The vehicle number or name of the driver involved
- The name(s) of any other persons involved, if possible
- A detailed explanation of what happened, or what you believe to be the problem. Include as much detail as possible to allow for a better investigation follow up of your concern
- Be specific

Some but not all of our vehicles have cameras on board and providing the above information can help us fully and fairly investigate complaints. Please be advised that each complaint will be investigated and any corrective action necessary will be taken. You may be contacted for additional information or supporting documentation, and you will also receive written notification of the outcome and resolution of any incident.

CC Rider appreciates your comments and will review each one carefully in order to help us improve our service. Complaints can be submitted anonymously and we will do our best to maintain confidentiality, however we cannot guarantee confidentiality.

CC Rider Administrator:  
Janet Wright  
230 Strand Street  
St. Helens, Oregon 97051  
503.366.8504  
[Janet.wright@co.columbia.or.us](mailto:Janet.wright@co.columbia.or.us)

## **WHAT ASSISTANCE WILL THE DRIVER PROVIDE?**

Door-to-door assistance will be provided to assist you only to the extent necessary to get to the vehicle and board, disembark or stow a limited amount of personal belongings. If you need a hydraulic lift to board a vehicle, the driver will assist you. All drivers are trained to use and operate the hydraulic lifts on CC Rider vehicles.

Drivers may assist you when entering and exiting the vehicle, as requested. Drivers may also assist you to and from the main door of your origin and/or destination, if necessary. This includes:

- Identifying themselves to you a CC Rider Dial-A-Ride Driver by their name. Their name and photo is also on ID badges that are permanently visible to the passenger
- Offering a steady arm or other appropriate guidance or assistance when walking
- Assistance on stairs for ambulatory (non-wheelchair/scooter using) passengers
- Assisting wheelchair users to and from the main door of the building or residence
- Assisting wheelchair users on ramps to and from the main door of their origin or destination if the ramp is accessible (meets ADA rise limits)

The driver may also assist with a reasonable number of grocery bags. CC Rider limits the number of grocery bags to five (5) per passenger. An additional charge or fare may be assessed if more than one seat is taken up by a rider's personal belongings. Personal belongings may include bags, or other paraphernalia that take up seats.

## **WHAT ARE THE DRIVERS' RULES OF CONDUCT?**

All CC Rider drivers are required to wear a uniform with a CC Rider logo, embroidered name and ID badge with the driver's name and photo. Drivers must be 21 years of age. All drivers have completed a defensive driving course and sensitivity training to better assist persons with disabilities. Drivers must also complete a thorough background check through the DMV and law enforcement agencies, all of which must result in a satisfactory rating.

Rules for Drivers – All drivers must obey the same rules as those required of passengers. In addition, drivers must follow these rules:

- If requested, the drivers will assist passengers when entering and exiting the vehicle
- Drivers may assist passengers to and from the door or to the entry of their destination or point of origin

- Drivers cannot carry more than 5 grocery bags
- Drivers cannot accept tips or gratuities
- Drivers must obey all traffic and highway laws

## **WHAT HAPPENS IF A VEHICLE BREAKS DOWN?**

Dial-A-Ride vehicles occasionally experience mechanical problems. If your vehicle breaks down, the driver will notify Dispatch of the situation and another vehicle will be sent immediately.

When the replacement vehicle arrives, all passengers will be transferred and transported to their destinations. Please remember that you must stay inside the vehicle until the driver instructs you to exit.

## **WHAT ARE THE DIAL-A-RIDE VEHICLES LIKE?**

CC Rider uses a variety of vehicles for Dial-A-Ride services, ranging from 14-16 passenger buses to mini-vans to sedans. All buses and mini-vans have lifts or ramps for wheelchair/scooter access. All vehicles have A/C, two-way radios and securement systems. The vehicle for your particular ride will depend many factors, including number of other passengers and pick-up/drop-off destinations. All vehicles are inspected before and after each shift and receive regular preventative maintenance checks by certified mechanics.

## DEFINITIONS

The definition of disability is provide in Title 42, Chapter 126 Equal Opportunity for Individuals with Disabilities,

Sec. 12102. Definition of disability

As used in this chapter:

(1) Disability

The term "disability" means, with respect to an individual

(A) a physical or mental impairment that substantially limits one or more major life activities of such individual;

(B) a record of such an impairment; or

(C) being regarded as having such an impairment (as described in paragraph (3)).

(2) Major Life Activities

(A) In general

For purposes of paragraph (1), major life activities include, but are not limited to, caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working.

(B) Major bodily functions

For purposes of paragraph (1), a major life activity also includes the operation of a major bodily function, including but not limited to, functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, and reproductive functions.

(3) Regarded as having such an impairment

For purposes of paragraph (1)(C):

(A) An individual meets the requirement of "being regarded as having such an impairment" if the individual establishes that he or she has been subjected to an action prohibited under this chapter because of an actual or perceived physical or mental

## EXHIBIT J

impairment whether or not the impairment limits or is perceived to limit a major life activity.

(B) Paragraph (1)(C) shall not apply to impairments that are transitory and minor. A transitory impairment is an impairment with an actual or expected duration of 6 months or less.

(4) Rules of construction regarding the definition of disability

The definition of "disability" in paragraph (1) shall be construed in accordance with the following:

(A) The definition of disability in this chapter shall be construed in favor of broad coverage of individuals under this chapter, to the maximum extent permitted by the terms of this chapter.

(B) The term "substantially limits" shall be interpreted consistently with the findings and purposes of the ADA Amendments Act of 2008.

(C) An impairment that substantially limits one major life activity need not limit other major life activities in order to be considered a disability.

(D) An impairment that is episodic or in remission is a disability if it would substantially limit a major life activity when active.

(E)

(i) The determination of whether an impairment substantially limits a major life activity shall be made without regard to the ameliorative effects of mitigating measures such as

(I) medication, medical supplies, equipment, or appliances, low-vision devices (which do not include ordinary eyeglasses or contact lenses), prosthetics including limbs and devices, hearing aids and cochlear implants or other implantable hearing devices, mobility devices, or oxygen therapy equipment and supplies;

(II) use of assistive technology;

(III) reasonable accommodations or auxiliary aids or services; or

(IV) learned behavioral or adaptive neurological modifications.

(ii) The ameliorative effects of the mitigating measures of ordinary eyeglasses or contact lenses shall be considered in determining whether an impairment substantially limits a major life activity.

## EXHIBIT J

(iii) As used in this subparagraph

(I) the term "ordinary eyeglasses or contact lenses" means lenses that are intended to fully correct visual acuity or eliminate refractive error; and

(II) the term "low-vision devices" means devices that magnify, enhance, or otherwise augment a visual image.

Medical Appointments: Rides to a Doctor's office, clinic, hospital, testing facility, dialysis for appointments, either one time or on an ongoing basis per treatments requirements.

Service Animal: The ADA under 49 CFR 37.3 defines service animal as *any* guide dog or other animal individually trained to provide assistance to an individual with a disability. If they meet this definition, animals are considered service animals under the ADA regardless of whether they have been licensed or certified by a state or local government.

Service animals perform some of the functions and tasks that the individual with a disability cannot perform for him or herself. Guide dogs are one type of service animal, used by some individuals who are blind. This is the type of service animal with which most people are familiar. But there are service animals that assist persons with other kinds of disabilities in their day-to-day activities. Some examples include:

Alerting persons with hearing impairments to sounds.

Pulling wheelchairs or carrying and picking up things for persons with mobility impairments.

Assisting persons with mobility impairments with balance.

A service animal is not a pet.

Special Needs is defined as special trips for specific purpose and activities, such as hair appointments, lunch dates, meetings, and activities that enhance life of elderly/disabled riders. **These trips are low priority trips and could be cancelled if a medical trip is necessary for a rider that has no other travel options.**



For CC Rider use only

APPLICATION FOR DIAL-A-RIDE SERVICES

Dial-A-Ride services are for seniors (65+), individuals with disabilities and citizens that require Dial-A-Ride for life needs.

Senior Services (65+):

Verification of age and residency are that is needed for use of Dial-A-Ride services for seniors. A photocopy of your official Oregon ID to provide proof of age and residency MUST be provided with application. Applications based on age will not be reviewed without valid ID.

Disabled/Life Needs Services (64 and under):

Individuals under the age of 65 with disabilities or citizens the need Dial-A-Ride for life needs, may be eligible for Dial-A-Ride Services. Please complete the information below - Healthcare/Social Services professional may be contacted to verify your disability.

\*\* Please call (503) 366-0159 if you are interested in receiving free travel training to learn how to use the CC Rider Fixed, Flex and/or Dial-A-Ride services.

Applicant Name: Last First Middle

Home Address: City:

Phone Number(s): Home Mobile Work

Date of Birth: If not applying for based on age, please list disability or life needs:

Do you require a Personal Care Attendant to travel with you in order to successfully complete a trip? Yes No Certain Trips

Do you use a Mobility Device? (Wheelchair, scooter, etc.) Yes No

If you answered yes, specify type:

Doctor/Professional Name and Agency:

Address/Email: Phone#:

If you would like to provide alternate or emergency contact information, please do so below:

Name: Phone or Address:

I understand that if it is determined by CC Rider that the information provided is incorrect, my Dial-A-Ride service may be suspended.

Applicant Signature: Date

Please return completed application to:

CC Rider  
Attn: Mobility Manager  
230 Strand Street  
St. Helens, OR 97051

Or you may fax the application to (503) 366-8508.

If you have any questions or need assistance in completing this application, including an alternative format, please call the CC Rider Administrator at (503) 366-8504.



### VEHICLE INSPECTION

RO: \_\_\_\_\_

BUS #: \_\_\_\_\_ CONTRACT #: \_\_\_\_\_ DATE: \_\_\_\_\_ HT: \_\_\_\_\_

I indicate by my signature that I have reviewed the previous operator's vehicle inspection report.

Operator Name (print): \_\_\_\_\_ Operator Signature: \_\_\_\_\_

End Miles: \_\_\_\_\_ Beginning Miles: \_\_\_\_\_ Miles Driven: \_\_\_\_\_

End Time: \_\_\_\_\_ Beginning Time: \_\_\_\_\_ Time Worked: \_\_\_\_\_

*Inspect all items on DVL. Use "OK" if no defects found; use "X" if defect is found; use "NA" if not applicable. Turn in daily.*

#### VEHICLE EXTERIOR CHECKS

- |   |   |
|---|---|
| <input type="checkbox"/> All lights & lenses*               | <input type="checkbox"/> Glass & Mirrors*             |
| <input type="checkbox"/> Turn signals & 4-way flashers*     | <input type="checkbox"/> Body damage lettering        |
| <input type="checkbox"/> Windshield wipers & washers        | <input type="checkbox"/> Under vehicle leaks*         |
| <input type="checkbox"/> Door operation, seals intact/tight | <input type="checkbox"/> Advertising signs securement |
| <input type="checkbox"/> Emergency door/windows/alarm       | <input type="checkbox"/> Lift door hold backs         |
| <input type="checkbox"/> Tires, wheels & Lugnuts*           | <input type="checkbox"/> Passenger lift operation     |

#### VEHICLE INTERIOR CHECKS

- |   |  |
|---|--|
| <input type="checkbox"/> Speedometer/tachometer/instruments | <input type="checkbox"/> Steering operation                    |
| <input type="checkbox"/> Heaters, defroster & ventilation   | <input type="checkbox"/> Air conditioner                       |
| <input type="checkbox"/> All gauges*                        | <input type="checkbox"/> Fare box                              |
| <input type="checkbox"/> Horn/dashlights/hl/lo indicator*   | <input type="checkbox"/> Destination sign                      |
| <input type="checkbox"/> Interior lights                    | <input type="checkbox"/> Wheelchair securement straps & covers |
| <input type="checkbox"/> Operator seat operation & belts    | <input type="checkbox"/> Two-way radio operation               |
| <input type="checkbox"/> Pass, seat securement & covering   | <input type="checkbox"/> Passenger chime or buzzer             |
| <input type="checkbox"/> Hand rails/modesty panels          | <input type="checkbox"/> Backup alarm                          |
| <input type="checkbox"/> All required emergency equipment   | <input type="checkbox"/> Veh. documentation/certification      |
| <input type="checkbox"/> Exhaust noise                      | <input type="checkbox"/> Mobile data terminal                  |
| <input type="checkbox"/> Drive cam                          |  |

#### BRAKE SYSTEM CHECKS

- |   |   |
|---|---|
| (HYD/VAC)   | (AIR)   |
| <input type="checkbox"/> ABS Light  | <input type="checkbox"/> Cut in pressure _____ PSI            |
| <input type="checkbox"/> Brake Test (pump 3 times, hold and start engine) | <input type="checkbox"/> Cut out pressure _____ PSI           |
| <input type="checkbox"/> Brake pedal height (applied)                     | <input type="checkbox"/> Static press. loss P/B on _____ PSI  |
|   | <input type="checkbox"/> Static press. loss P/B off _____ PSI |
|   | <input type="checkbox"/> Applied pressure loss _____ PSI      |
|   | <input type="checkbox"/> Low pressure warning* _____ PSI      |
|   | <input type="checkbox"/> Auto pop out (park brake) _____ PSI  |
|   | <input type="checkbox"/> Park brake hold                      |

*\*Indicates items to be checked on a "Mini Pre-Trip" Inspection.*

Operator Comments: \_\_\_\_\_

\_\_\_\_\_

Technician's Comments: \_\_\_\_\_

\_\_\_\_\_

Technician's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

COLUMBIA COUNTY RIDER

PFHT ASE VEHICLE INSPECTION CHECK LIST

Must be completed by an ASE Certified Master Automobile Mechanic

Metro West Ambulance Transit Division

Vehicle Permit # \_\_\_\_\_

License # \_\_\_\_\_

VIN # \_\_\_\_\_

Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_

Odometer \_\_\_\_\_

OK	Needs Attention Soon	Needs Immediate Repair		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Road Test:	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Engine Performance	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Transmission Operation	_____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Emergency Brake	_____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Brake Operation	_____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Wipers and Washers	_____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Gauges, Dash & Interior Lights	_____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Safety Belts	_____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Horn & Back up Lights	_____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Heater / Air Conditioner	_____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Condition of Seats & Interior	_____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Loose Wires under Dash	_____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Glass	_____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Mirrors	_____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Body and Subframe	_____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Exterior Lights, T-Sigs & Em Flashers	_____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Emission Control Equipment/S.e.s.	_____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Engine Driver Belt & Hoses	_____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Battery & Cables	_____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Cooling System	_____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Brake System	
			Front Pads _____%	
			Rear Brakes _____%	
			Rotors & Drums	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Suspension & Steering Linkage	
			Shocks & Struts	_____
			Ball Joints & Bushings	_____
			Tie Rods & St.Gear	_____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Drive Train & Drive Axles	_____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Fluid Leaks	_____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Exhaust System	_____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Tires: LF _____ RF _____ LR _____ RR _____	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Spare Tires _____ Jack _____ Lug Wrench _____ Tie Downs _____	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Lube, Oil, Filter or other service due:	_____

Mechanic's Signature: \_\_\_\_\_

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

Mechanic's Name: \_\_\_\_\_

ASE ID # \_\_\_\_\_

Repair Shop \_\_\_\_\_ Phone# \_\_\_\_\_

EXHIBIT L

**VEHICLE INSPECTION FORM  
COLUMBIA COUNTY RIDER**

Agency: \_\_\_\_\_ Year: \_\_\_\_\_  
 Make: \_\_\_\_\_ Model: \_\_\_\_\_  
 Mileage: \_\_\_\_\_ VIN: \_\_\_\_\_  
 License: \_\_\_\_\_ Date: \_\_\_\_\_  
 Inspec. by: \_\_\_\_\_ Property Tag: \_\_\_\_\_

**Federal or State  
Reference /  
Best Practice**

Area	Item Inspection	Focus of Inspection	Federal or State Reference / Best Practice	Finding*	Comments
Office	Vehicle Maintenance Records and Procedures	Inspect maintenance records for evidence of systematic preventative maintenance schedule. Review Maintenance Procedures for compliance with OEM recommendations.	MCR*		
Office	Vehicle Maintenance Records and Procedures	Review Pre / Post Trip Inspection Procedures and Forms.	MCR*		
One	Driver's Seat	Check movement, bolts, seat belt, upholstery.	571.207 - 571.210		
One	Instrument Panel	Check gauges, lights, switches.	571.101		
One	Accelerator Pedal	Check for return to idle position on accelerator pedal when released	571.124		
One	Driver's Controls	Check horn, steering wheel, pedals, flooring.	571.101		
One	Emergency Equipment	Check: Fire Extinguisher for current inspection tag and condition, complete first aid kit, complete road hazard marker kit (flares, roadside triangles).	571.125		
Two	Defroster	Adequate Airflow, Fan Operation, Excessive Noise	571.103		
Two	Glass	Proper Glazing Materials, AS1 for Windshield	571.205		

EXHIBIT L

Two	Interior Engine Cover (Dog House)	Check hold down bolts and clamps, seals, fit.	MCR*		
Three	Stairs	Check lights, doors, grabrails and seal.	38.25, 38.29, 38.31, 571.206		
Four	Passenger Seats	Check bolts, belts, upholstery.	38.23, 571.207, 571.209, 571.210		
Four	Floor	Check cuts, screws, holes, soft spots.	38.25		
Four	Grab Rails	Check Screws, Secure Anchorage, Adequate Clearance for Wheelchair Stations.	38.29		
Four	Window Condition	Inside Hardware, Seals, ADA Priority Seating and Emergency Exit Signage.	28.25, 571.217		
Four	Emergency Exits	Check for operation, access, and alarms.	571.217		
<b>For all mirrors, lights, and windows note if dirty to the point that it interferes with</b>					
Five	Exterior Mirrors Front	Check exterior mirrors for cracks, adjustability, stability, clarity.	571.111		
Five	Headlights	Check high and low beam	571.108		
Five	Tail Lights	Check operation	571.108		
Five	Back Up Lights	Check operation	571.108		
Five	License Plate Light	Check operation	ORS 816.320 (1)(c)		
Five	Clearance Lights (Vehicles over 84 in. wide)	Check operation and lens condition.	571.108		
Five	Turn Signals	Check flash rate (60 to 75 per minute), lens condition.	571.108		
Five	Windshield	Proper Mounting, Intrusion Zone	571.212, 571.219		
Five	Windshield Wipers	Check operation on all speeds, wiper blade condition, ability to wipe windshield clean, washer operation.	571.104		
Five	Front Body	Check license plate, bumper, and grill bolts for tightness.	MCR*		
Five	Visual Under	Check for leaks (front engine vehicles)	MCR*		
Six	Tires, Driver's Side Front	Inspect tire for proper size, type, and inflation. Check for even tread-wear, side-wall damage, and a minimum of 4/32" tread depth.	571.109, 571.110, 571.117, 571.119, 571.120		

EXHIBIT L

Six	Tires, Driver's Side Rear Inside	Inspect tire for proper size, type, and inflation. Check for even tread-wear, side-wall damage, and a minimum of 4/32" tread depth.	571.109, 571.110, 571.117, 571.119, 571.120		
Six	Tires, Driver's Side Rear Outside	Inspect tire for proper size, type, and inflation. Check for even tread-wear, side-wall damage, and a minimum of 4/32" tread depth.	571.109, 571.110, 571.117, 571.119, 571.120		
Six	Wheels, Driver's Side Front	Check lug-nuts for tightness (with hand), check wheels for cracks, rust, or dents.	571.110, 571.120		
Six	Wheels, Driver's Side Rear	Check lug-nuts for tightness (with hand), check wheels for cracks, rust, or dents.	571.110, 571.120		
Six	Side panels	Inspect side panels for scratches, damage, looseness, or rust.	MCR*		
Six	Mud flaps, Driver's side	Check for tears and missing hardware.	MCR*		
Six	Glass and Lights, Driver's side	Check safety ID (AS2 or higher for windows), cracks, holes, discoloring, fogging. Check lights for operation.	571.108, 571.205		
Seven	Exhaust Pipe	Check for liquid fuel or dry soot deposits.	MCR*		
Seven	Exhaust	Inspect pipe for damage or rust.	MCR*		
Seven	Under the rear of the vehicle	Check for any loose wires, hoses, or brackets. Look for visible signs of fluid leakage.	MCR*		
Seven	Under the rear of the vehicle	Check for body damage, loose or damaged bumpers, window and exit condition.	MCR*		
Eight	Tires, Curb Side Front	Inspect tire for proper size, type, and inflation. Check for even tread-wear, side-wall damage, and a minimum of 4/32" tread depth.	571.109, 571.110, 571.117, 571.119, 571.120		
Eight	Tires, Curb Side Rear Inside	Inspect tire for proper size, type, and inflation. Check for even tread-wear, side-wall damage, and a minimum of 4/32" tread depth.	571.109, 571.110, 571.117, 571.119, 571.120		

EXHIBIT L

Eight	Tires, Curb Side Rear Outside	Inspect tire for proper size, type, and inflation. Check for even tread-wear, side-wall damage, and a minimum of 4/32" tread depth.	571.109, 571.110, 571.117, 571.119, 571.120		
Eight	Wheels, Curb Side Front	Check lug-nuts for tightness (with hand), check wheels for cracks, rust, or dents.	571.110, 571.120		
Eight	Wheels, Curb Side Rear	Check lug-nuts for tightness (with hand), check wheels for cracks, rust, or dents.	571.110, 571.120		
Eight	Side panels	Inspect side panels for scratches, damage, looseness, or rust.	MCR*		
Eight	Mud flaps, Curb side	Check for tears and missing hardware.	MCR*		
Eight	Glass and Lights, Curb side	Check safety ID (AS2 or higher for windows), cracks, holes, discoloring, fogging. Check lights for operation.	571.108, 571.205		
Nine	Wheel Chair Lift (WCL)	Open WCL doors and secure with hardware. Check for the presence of adequate tie downs and proper storage.	MCR*		
Nine	Wheel Chair Lift (WCL)	Read WCL operating instructions.	MCR*		
Nine	Wheel Chair Lift (WCL)	Place bus in a position to run engine and operate the WCL.	38.23		
Nine	Wheel Chair Lift (WCL)	Unfold the WCL by using hand held power switch.	38.23		
Nine	Wheel Chair Lift (WCL)	Lower lift and operate as per instructions.	38.23		
Nine	Wheel Chair Lift (WCL)	Check Interlock Operation on door, lift deployment, and applicable passenger restraints on lift.	38.23		
Nine	Wheel Chair Lift (WCL)	Raise lift and stow as per instructions.	38.23		
Nine	Wheel Chair Lift (WCL)	Listen for unusual noises, look for leaks.	MCR*		
Nine	Wheel Chair Lift (WCL)	Inspect for required "Handicapped" stickers and signs.	38.23		
Nine	Wheel Chair Lift (WCL)	Restore lift, close door and inspect area for excessive fumes.	38.23		
Nine	Wheel Chair Lift (WCL)	Prepare bus to be driven or parked as necessary.	38.23		

EXHIBIT L

Ten	Under the vehicle between the front bumper and the transmission	Look for any visible leaks.	MCR*		
Ten	Under the vehicle between the front bumper and the transmission	Smell area for indications of electrical, oil or rubber burning.	MCR*		
Ten	Under the vehicle between the front bumper and the transmission	Check for steering wheel lash.	393.209		
Ten	Under the vehicle between the front bumper and the transmission	Inspect for steering gear box and bolt looseness.	393.209		
Ten	Under the vehicle between the front bumper and the transmission	Inspect for any steering linkage slack (use tools).	393.209		
Ten	Under the vehicle between the front bumper and the transmission	Inspect for engine mount looseness.	MCR*		
Ten	Under the vehicle between the front bumper and the transmission	Inspect for exhaust leaks.	MCR*		
Ten	Under the vehicle between the front bumper and the transmission	Inspect for any undercarriage damage.	MCR*		
Ten	Under the vehicle between the front bumper and the transmission	Inspect tires for interior sidewall damage, cuts, or nails	MCR*		
Eleven	Under the vehicle between the transmission and the rear axle	Inspect for any leaks, hanging or loose hoses and electrical wires.	MCR*		
Eleven	Under the vehicle between the transmission and the rear axle	Inspect driveshaft, universal joints, and driveshaft guards.	393.89		
Eleven	Under the vehicle between the transmission and the rear axle	Inspect for loose body attachments.	MCR*		
Twelve	Under the vehicle between the rear axle and the rear bumper.	Inspect area for any leaks.	MCR*		
Twelve	Under the vehicle between the rear axle and the rear bumper.	Inspect for smell of raw fuel, oil, or burning of rubber and electrical parts.	MCR*		

EXHIBIT L

Twelve	Under the vehicle between the rear axle and the rear bumper.	Inspect exhaust pipes, mufflers, catalytic converter, resonators, and hangers for rust, damage, or looseness.	MCR*		
Twelve	Under the vehicle between the rear axle and the rear bumper.	Inspect under frame for corrosion (tapping mallet).	MCR*		
Twelve	Under the vehicle between the rear axle and the rear bumper.	Inspect rear suspension for loose u-bolts, misaligned or missing leaf springs, damaged airbags (air suspension only) or loose mounting bolts.	393.207		
Twelve	Under the vehicle between the rear axle and the rear bumper.	Inspect tires for interior sidewall damage, cuts, or nails	MCR*		
Thirteen	Engine Compartment	Check hood latch operation	571.113		
Thirteen	Engine Compartment	Crankcase oil level & general condition	MCR*		
Thirteen	Engine Compartment	Automatic Transmission Fluid Level & Condition	MCR*		
Thirteen	Engine Compartment	Coolant Level <b>(CHECK ONLY WHEN THE ENGINE IS COOL IF THE ACTUAL RADIATOR IS OPENNED)</b>	MCR*		
Thirteen	Engine Compartment	Washer Fluid	MCR*		
Thirteen	Engine Compartment	Brake Fluid (Hydraulic Systems Only)	MCR*		
Thirteen	Engine Compartment	Power Steering Fluid	MCR*		
Thirteen	Engine Compartment	Battery - Acid Level / Terminals and Cables Free of Corrosion <b>(USE CAUTION WHEN CHECKING BATTERY ACID LEVELS)</b>	MCR*		
Thirteen	Engine Compartment	Belts & Hoses	MCR*		
Thirteen	Engine Compartment	Oil or Coolant Leaks	MCR*		
Thirteen	Engine Compartment	Loose Wires, Hoses, Brackets	MCR*		
Thirteen	Engine Compartment	Excessive Engine Noise, Unusual Odors	MCR*		
Fourteen	Brake Systems	Check brake pedal fade while parked	571.105, 571.106, 571.135		
Fourteen	Brake Systems	Engage Emergency Brake / Check for Operation and Proper Release	571.105, 571.106, 571.135		



EXHIBIT L

Fourteen	Brake Systems	Review brake inspection/service records and note mileage since last inspection or service	571.105, 571.106, 571.135		
<b>THE FOLLOWING ITEMS ARE ONLY FOR VEHICLES EQUIPPED WITH AIR BRAKES</b>					
Fourteen	Brake Systems (Air Brakes Only)	Check brake shoe anchor pins for rust. Shoes should pivot freely on the pins.	571.121		
Fourteen	Brake Systems (Air Brakes Only)	Push rod & slack adjuster should be at approximately 90 degree angle when brakes are applied.	571.121		
Fourteen	Brake Systems (Air Brakes Only)	Spider - Check for looseness, cracks, corrosion, or other damage	571.121		
Fourteen	Brake Systems (Air Brakes Only)	Drums - Check for cracks (ring test), lubricant contamination, excessive wear, or other damage	571.121		
Fourteen	Brake Systems (Air Brakes Only)	Shoes - Check for cracks (over 1/16" wide or 1 1/2" long), lubricant contamination, missing sections, lining thickness, drag, return springs present and properly installed	571.121		
Fourteen	Brake Systems (Air Brakes Only)	S-Cam - Check for cracks, misalignment, "cam-over", corrosion, proper operation	571.121		
Fourteen	Brake Systems (Air Brakes Only)	Slack Adjuster - Check to make sure push rod travel does not exceed tolerances for specified spring can size, make sure adjuster is installed correctly, cracks, rust or corrosion, other damage	571.121		
Fourteen	Brake Systems (Air Brakes Only)	Clevis Pin - Check for proper size and fit, properly secured, free of rust or corrosion	571.121		
Fourteen	Brake Systems (Air Brakes Only)	Push rod - Check for bent or distortion to the rod, rust or corrosion, proper movement and installation.	571.121		

EXHIBIT L

Fourteen	Brake Systems (Air Brakes Only)	Spring Can - <b>CAUTION: If the spring can shows any sign of separation, damage, or heavy rust or corrosion.</b>  <b>DO NOT ATTEMPT AN INSPECTION ANYWHERE NEAR THE DAMAGED CAN.</b>  <b>TAG VEHICLE OUT OF SERVICE AND DIRECT THE OPERATOR TO HAVE THE BRAKE SYSTEM SERVICE B</b>	571.121		
Fourteen	Brake Systems (Air Brakes Only)	Air Lines - Check for leaks (listen with system charged and brakes applied), swollen or blistered lines, cuts, abrasions, stress points, or improper splices.	571.121		
Fourteen	Brake Systems (Air Brakes Only)	Fittings - Check all connections for proper fittings, corrosion or rust, leaks, loose connections	571.121		
Fourteen	Brake Systems (Air Brakes Only)	Reservoir Tanks - Check for secure mounting, rust or corrosion, check drain cocks for operation (do not open drain cock with it overhead), ask operator how often tanks are drained (should be every night after when the vehicle is parked for the night or onc	571.121		
Fourteen	Brake Systems (Air Brakes Only)	Control Valves - Check for secure mounting, proper fittings, proper operation, other damage	571.121		
Fourteen	Brake Systems (Air Brakes Only)	Compressor - Check for secure mounting, check belt condition, pulley secure and not excessively worn, rust, corrosion, or other damage	571.121		
Fourteen	Brake Systems (Air Brakes Only)	Brake Treddle Valve (brake pedal) - Check for secure mounting, free movement and proper return, check for proper and prompt brake action both when applying and releasing the brakes	571.121		

EXHIBIT L

Fourteen	Brake Systems (Air Brakes Only)	Governor - Check for activation and deactivation of the compressor in relation to the governor's function, check pressure when compressor deactivates	571.121		
Fourteen	Brake Systems (Air Brakes Only)	Air Dryer - Check for secure mounting, check drain lines for kinks or blockage, rust or corrosion, other damage	571.121		
Fourteen	Brake Systems (Air Brakes Only)	Low Pressure Warning Device (both audible and visible) - Test low pressure warning devices visible and audible, note depletion and recovery rate	571.121		
Fourteen	Brake Systems (Air Brakes Only)	Air Pressure Gage - Check for clear visibility and function	571.121		
Fourteen	Brake Systems (Air Brakes Only)	Air Pressure Loss Test - With service brakes applied and held monitor for system pressure loss	571.121		

Further Comments:

MCR\* - Maintenance/Condition Rating


Air Brake Adjustment Limits

Type	Outside Diameter	Brake Adjustment Limit	Chamber Type
6	4 1/2"	1 1/4"	Standard Clamp
9	5 1/4"	1 3/8"	Standard Clamp
12	5 11/16"	1 3/8"	Standard Clamp
16	6 3/8"	1 3/4"	Standard Clamp
20	6 25/32"	1 3/4"	Standard Clamp
24	7 7/32"	1 3/4"	Standard Clamp
30	8 3/32"	2"	Standard Clamp
36	9"	2 1/4"	Standard Clamp

Steering Wheel Lash Limits

Diameter	Manual	Power
16" or less	2"+	4 1/2"+
18"	2 1/4"+	4 3/4"+
20"	2 1/2"+	5 1/4"+
22"	2 3/4"+	5 3/4"+

12	5 11/16"	1 3/4"	Long Stroke
16	6 3/8"	2"	Long Stroke
20	6 25/32"	2"	Long Stroke
24	7 7/32"	2"	Long Stroke
24*	7 7/32"	2 1/2"	Long Stroke
30	8 3/32"	2 1/5"	Long Stroke

\* For 3" maximum stroke type 24 chambers

**CERTIFICATION REGARDING LOBBYING**

The undersigned Contractor, \_\_\_\_\_, certifies that to the best of his or her knowledge and belief:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)]. [Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)].

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_ Signature of Contractor's Authorized Official

\_\_\_\_\_ Name and Title of Contractor's Authorized Official

\_\_\_\_\_ Date

EXHIBIT M

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
INELIGIBILITY AND VOLUNTARY EXCLUSION**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that neither the contractor, its principals, as defined at 49 CFR 29.995, nor affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by **Columbia County**. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to **Columbia County**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

CONTRACTOR

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

\_\_\_\_\_  
*(Print name & title)*

\_\_\_\_\_  
*(Date)*

**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:

---

**Name of Facility:** Courthouse Plaza

**Address of Facility:** Columbia County Courthouse, 230 Strand, St. Helens, Oregon

**Name of Event:** St. Helens Spring Salmon Fest 2019

**Description of the Event:** Tourism sponsored Salmon Derby, themed interpretive prop in courthouse plaza and local cuisine tasting options at area restaurants.

**Date and Time of the Event:** April 11 – May 15, 2019

---

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 January 1, 2019 through December 31, 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:  
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: March 22, 2019

BOARD OF COUNTY COMMISSIONERS FOR  
COLUMBIA COUNTY, OREGON:

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

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

## **State Transportation Improvement projects (STIF):**

Below are cost estimate for projects that the committee wanted to consider. Each cost is an estimate and subject to change with a new contractor. We have the potential to receive the following amounts:

2019 Estimated Available Monies: **\$153,000**

2020 Estimated Available Monies: **\$351,000**

2021 Estimated Available Monies: **\$403,000**

### **Project: Increased Portland Medical Service**

This project will increase the Portland medical from twice a month to every Wednesday. Portland Medical runs about 10 hours per each day.

Annual Cost estimates:

Per hour cost: **\$95**

Cost of every Wednesday service: **\$24,700**

### **Project: Increased Dial a Ride service**

This project would add additional capacity to CC rider's already overburdened dial-a-ride system. The increase would be one additional five hour time slot in order to run an additional bus, or to add to existing routes.

Annual Cost estimates:

Per hour cost: **\$95**

Cost of five additional hours per day: **\$123,500**

### **Project : Increased Flex Route**

This project will increase the flex by adding an additional five runs per day in order to facilitate more options for riders to get to and from their locations. It will also pass by both high schools improving options for students grades 9-12 (a requirement in the STIF).

Annual Cost estimates:

Per round trip cost: **\$37,635**

Cost of five reverse trips: **\$188, 175**

**Project : Expanded Vernonia Service**

The new Project would tie the line 2 into Vernonia 5 days a week. It would stop in Banks. The service would run am and pm to meet with Tillamook service.

Annual Cost estimates:

Per round trip cost: **\$43,812**

Cost of two trips per day: **\$87,624**

**Project : Honored Citizen Low Income**

This project will produce an Honored citizen card to be renewed annual for \$1 off any fare. This can be obtain by coming to the St Helens office and showing proof or income status. This will also be used for elderly and disabled reduced passes.

Cost of Program annually: **\$16,000**

Cost of just first three projects annually: **\$336,375**

TOTAL cost of all STIF projects annually: **\$463,999**

There is the potential for 30% additional. The state refers to this at 130% project. There is no guarantee, but if more money comes in the extra 30% can be used for a project.

2019 Estimated 130% Monies: **\$198,000**

2020 Estimated 130% Monies: **\$456,000**

2021 Estimated 130% Monies: **\$523,000**

**Project 130%: Match 5311f for North County**

This money will be used for North County service to match the 5311f federal grant fund.

Annual Match request: **\$73,000**





# STIF Plan Template

## 1. Qualified Entity

**Qualified Entity Name \***

Columbia County

**Qualified Entity Address \***

230 Strand Street

St. Helens

Oregon

97051

**Employer Identification Number (EIN) \***

93-6002288

**STIF Plan Contact Name \***

Todd M. Wood

**STIF Plan Contact Title \***

Transit Program Administrator

**STIF Plan Contact Phone Number \***

(503) 366-8505

**STIF Plan Contact Email \***

todd.wood@co.columbia.or.us

**Will any of the projects in this STIF Plan use funds jointly managed with one or more other Qualified Entities? \***

No

## 1.2 Public Transportation Service Providers in this STIF Plan

### ✘ Provider 1

**Service Provider Name \***

Columbia County Rider

**Employer Identification Number (EIN) \***

93-6002288

**Service Provider Website \***

<https://www.nworegontransit.org/agencies/columbia-county-rider/>

**Service Provider Contact Name \***

Todd M. Wood

**Service Provider Contact Title \***

Transit Program Administrator

**Service Provider Phone Number \***

(503) 366-8505

**Service Provider Email \***

todd.wood@co.columbia.or.us

**Service Provider Type \***

County

[+ Add Provider](#)

## 2. Advisory Committees

### 2.1 Advisory Committee Website

- By checking this box I agree all Advisory Committee requirements of OARs 732-040-0030, 732-040-0035 and 732-042-0020 have been met, including but not limited to, required constituencies, bylaws that include method for determining high percentage of Low-Income Households, public meetings, review and prioritization of STIF Plan Projects.

**Advisory Committee Web Address \***<https://www.nworegontransit.org/agencies/columbia-county-rider/>

If this information is not available on a website, you may upload other documentation that demonstrates how Advisory Committee information was published.

Upload

or drag files here.

*Limit 100 MB*

## 3. Local Plan Compliance

### 3.1 Existing Local Plans from which project(s) are derived.

**✘ Local Plan 1****Local Plan Name \***

Coordinated Public Transit - Human Se

**Governing Body that adopted Local Plan \***

Columbia County Commission

**Plan Adoption Date \***

9/6/2017

**Local Plan Web Address****Upload copy of Local Plan if it is not available on a website. \***

Upload

or drag files here.



[Order 70-2017 SIGNED \(the Coordinated Plan\).pdf](#)  
3.25 MB



Limit 100 MB

+ Add Local Plan

## 3.2 Local Plan requirements

I agree all Local Plans are consistent with the STIF requirements specified in OAR 732-040-0005(18) \*

- Yes
- No, one or more Local Plans are not yet consistent with STIF rule requirements.

## 4. Accountability

You may insert a web address in place of a description or document upload, as long as the information is sufficient enough to warrant approval of the STIF Plan and comply with STIF Rule.

### 4.1 Accountability methods

- By checking this box I affirm that all of the necessary policies and procedures are in place to ensure compliance with OAR 732, Divisions 40 and 42, and to achieve the goals and outcomes specified in this STIF Plan, including, but not limited to program and financial management, operations management, procurement, use and maintenance of equipment, records retention, compliance with state and federal laws, civil rights and compliance with ADA.
- By checking this box I affirm that all of the necessary policies and procedures are in place to ensure compliance of all Sub-Recipients with OAR 732, Divisions 40 and 42, and to achieve the goals and outcomes specified in this STIF Plan, address deficiencies in Sub-Recipient performance, and to ensure the Qualified Entity can accomplish the applicable requirements of these rules, including but not limited to, audit and compliance requirements, accounting requirements, capital asset requirements and reporting requirements.

### 4.2 Sub-Allocation method

**Describe the Qualified Entity's method for sub-allocating STIF Formula Fund moneys and the collaborative process used to work with Public Transportation Service Providers and other potential Sub-Recipients, as relevant, to develop the sub-allocation method. \***

There are no other public transportation providers in Columbia County and no interest has been expressed by any other entities. Sub-Allocation will not be possible for Columbia County.

Limit 1000 Characters

### Upload Response

Upload

or drag files here.

Limit 100 MB

## 4.3 High Percentage of Low-Income Households

Explain how the STIF Plan defines and identifies communities with a high percentage of Low-Income Households.

File Uploaded

Limit 1000 Characters

### Upload Response

Upload

or drag files here.



[Low Income Households.pdf](#)  
106.77 KB



Limit 100 MB

## 5. STIF Plan Period and Adoption

### 5.1 Period Covered By STIF Plan

Provide start and end dates for projects proposed for funding in this STIF Plan. The earliest possible start date for the initial solicitation cycle is July 1, 2018. For this first funding cycle, providers are required to end the Plan period no later than June 30, 2021.

Start Date: \*

4/1/2019



End Date: \*

6/30/2021



End date is set to 6/30/2021. Do not adjust this date.

### 5.2 STIF Plan Adoption

STIF Plan Advisory Committee recommendation date \*

4/2/2019



STIF Plan Governing Body adoption date \*

4/10/2019



Website where Governing Body adoption document is located \*

<http://www.co.columbia.or.us/departments/board-of-commissioners-office-main/boc-meetings>

Upload Governing Body adoption document if website is unavailable.

Upload

or drag files here.

Limit 100 MB

Did the Governing Body modify the Advisory Committee's recommended STIF Plan? \*

No

## 6. Projects

### 6.1 Project Detail Entry

#### ✖ Project 1

**Public Transportation Service Provider or Qualified Entity Name \***

Columbia County Rider

**Project Name \***

Expansion of Dial - a - Ride Service

*Limit 50 characters*

**Project Description \***

The Project will add an additional five hours per day of Dial-a Ride service to Columbia County. Dial - a Ride Service. Currently dial a ride service offers service for elder, disabled and those otherwise unable to use transit options to meet life needs.

*Limit 500 Characters*

**Do you plan to expend funding in a future STIF Plan period?**

\*

- Yes
- No

**Is this project part of your 100% list or 130% list? \***

100 % List

**100% List Project Rank \***

2

**Project budget share to improve, expand or maintain public transportation service**

**Improve or Expand Service \***

100%

**Maintain Service**

0 %

**Local Plan from which this project is derived: \***

Coordinated Public Transit - Human Services Transportation Plan

**Local Plan page number \***

61

#### **Multi-Phase Project**

**Is your project part of a larger multi-phase project? \***

No

### 6.1.1 Project Scope

**Task 1**

**Task Description**

Provide transportation to Columbia Area residents who are unable to utilize the regular bus system to meet life needs.

*Limit 250 Characters*

**Category \***

Operations 300-00 Operations

**Specify the mode that this task will support.**

- Fixed Route  Demand Response

**300.00 Operations Activity Type \***

- Operating Assistance 30.09

**Operating Assistance Activity Detail \***

- 30.09.01 Operating Assistance  
 44.26.14 Communications  
 11.7L.00 Mobility Management

### 6.1.2 Expenditure Estimates

**Expenditures by Fund Source and Fiscal Year**

*Enter estimates of all expenditures for activities in this task denoting both fund source and fiscal year of expenditure.*

Fund Type *	2019	2020	2021	Total
<input checked="" type="radio"/> STIF	\$0.00	\$122,000.00	\$126,000.00	\$248,000.00
<input checked="" type="radio"/> Federal				\$0.00
<input checked="" type="radio"/> Other State				\$0.00
<input checked="" type="radio"/> Local				\$0.00
<input checked="" type="radio"/> Other Funds				\$0.00
	\$0.00	\$122,000.00	\$126,000.00	\$248,000.00

+ Add Fund Source

### 6.1.3 Outcome Measures

#### Minimum required measures for operations tasks

Revenue Miles \*

20,000

Revenue Hours \*

2,550.00

Rides \*

5,100

Number of people with access to transit (within ½ mile of transit stop for fixed route) \*

45,587

Number of Low-Income Households with access to transit (within ½ mile of transit stop for fixed route) \*

6,306

Number of new shared stops with other transit providers (reducing fragmentation in transit services) \*

0

Is this project supporting student transportation? \*

No

#### Optional Outcome Measures

+ Add Outcome Measure

+ Add Task

## 6.2 Allocation of STIF funds by project

### STIF Criteria

1. Increased frequency of bus service to areas with a high percentage of Low-Income Households.
2. Expansion of bus routes and bus services to serve areas with a high percentage of Low-Income Households.
3. Fund the implementation of programs to reduce fares for public transportation in communities with a high percentage of Low-Income Households.
4. Procurement of low or no emission buses for use in areas with 200,000 or more.
5. The improvement in the frequency and reliability of service between communities inside and outside of the Qualified Entity's service area.
6. Coordination between Public Transportation Service Providers to reduce fragmentation in the provision of transportation services.
7. Implementation of programs to provide student transit service for students in grades 9-12.

FY 2019 STIF Total

FY 2020 STIF Total

FY 2021 STIF Total

\$0.00

\$122,000.00

\$126,000.00

**Fund Allocation (Must not exceed 100% per criterion per fiscal year)**

*If some criteria don't apply, fill in with zeros. Do not add or remove additional criterion.*

Criterion	FY 2019 *	FY 2020 *	FY 2021 *
✘ Criterion 1	100.0 %	100.0 %	100.0 %
✘ Criterion 2			
✘ Criterion 3			
✘ Criterion 4			
✘ Criterion 5			
✘ Criterion 6			
✘ Criterion 7			
	100.0 %	100.0 %	100.0 %

+ Add #

**6.3 Oregon Public Transportation Plan Goals**

*Select at least one goal.*

**Select the OPTP goals that apply to your STIF Plan Projects. \***

- Goal 1 Mobility: Public Transportation User Experience -- People of all ages, abilities, and income levels move reliably and conveniently between destinations using an affordable, well-coordinated public transportation system. People in Oregon routinely use public transportation to meet their daily needs.
- Goal 2: Accessibility and Connectivity -- Riders experience user-friendly and convenient public transportation connections to and between services and travel modes in urban, suburban, rural, regional, and interstate areas.
- Goal 3: Community Livability and Economic Vitality -- Public transportation promotes community livability and economic vitality by efficiently and effectively moving people of all ages to and from homes, jobs, businesses, schools and colleges, and other destinations in urban, suburban, and rural areas.
- Goal 4: Equity -- Public transportation provides affordable, safe, efficient, and equitable transportation to jobs, services, and key destinations, improving quality of life for all Oregonians.
- Goal 5: Health -- Public transportation fosters improved health of Oregonians by promoting clean air, enhancing connections between people, enabling access to services such as health care and goods such as groceries, and by giving people opportunities to integrate physical activity into everyday life through walking and bicycling to and from public transportation.
- Goal 6: Safety and Security -- Public transportation trips are safe; riders feel safe and secure during their travel. Public transportation contributes to the resilience of Oregon communities.
- Goal 7: Environmental Sustainability -- Public transportation contributes to a healthy environment and climate by moving more people with efficient, low-emission vehicles, reducing greenhouse gases and other pollutants.
- Goal 8: Land Use -- Public transportation is a tool that supports Oregon's state and local land use goals and policies. Agencies collaborate to ensure public transportation helps shape great Oregon communities providing efficient and effective travel options in urban, suburban, and rural areas.



- Goal 9: Funding and Strategic Investment -- Strategic investment in public transportation supports the overall transportation system, the economy, and Oregonians' quality of life. Sustainable and reliable funding enables public transportation services and infrastructure to meet public needs.
- Goal 10: Communication, Collaboration, and Coordination -- Public and private transportation providers and all levels of government within the state and across state boundaries work collaboratively and foster partnerships that make public transportation seamless regardless of jurisdiction.

**Goal 4 Policies - Select all that apply. \***

- Policy 4.1: Engage populations recognized as transportation disadvantaged in public transportation service decision making.
- Policy 4.2: Understand and communicate how disparities, barriers, and needs affect the ability of people to access and use public transportation, especially those who are transportation disadvantaged.
- Policy 4.3: Identify disparities, barriers, and needs that impact people's ability to access and use public transportation.
- Policy 4.4: Address the disparities, barriers, and needs that impact people's ability to access and use public transportation.
- Policy 4.5: Integrate equity criteria into funding decisions.

**Goal 5 Policies - Select all that apply. \***

- Policy 5.1: Provide access to healthy lifestyle options by supporting the ability of people to reach goods and services such as groceries, recreation, health care, and social opportunities via public transportation.
- Policy 5.2: Integrate health considerations into public transportation planning and decision making at the local, regional, and state level.
- Policy 5.3: Connect public transportation riders to health and social services.

**6.4 Project Summary**

**Project Name**

Expansion of Dial - a - Ride Service

**STIF Project Grand Total**

\$248,000.00

**FY 2019 STIF Project Total**

\$0.00

**FY 2020 STIF Project Total**

\$122,000.00

**FY 2021 STIF Project Total**

\$126,000.00

**FY 2019 percent of STIF Funds supporting student transportation**

**FY 2020 percent of STIF Funds supporting student transportation**

0.00 %

**FY 2021 percent of STIF Funds supporting student transportation**

0.00 %

**✘ Project 2**

**Public Transportation Service Provider or Qualified Entity Name \***

Columbia County Rider

**Project Name \***

Increased Portland Medical Service

*Limit 50 characters*

**Project Description \***

This project will increase the number of trips from Columbia County to Portland Metros Major Hospitals from twice per month to once per week. This will allow more access more often to needed medical services that are not currently available in Columbia County.

*Limit 500 Characters*

**Do you plan to expend funding in a future STIF Plan period? \***

\*

Yes

No

**Is this project part of your 100% list or 130% list? \***

100 % List



**100% List Project Rank \***

1

**Project budget share to improve, expand or maintain public transportation service**

**Improve or Expand Service \***

100%



**Maintain Service**

0 %

**Local Plan from which this project is derived: \***

Coordinated Public Transit - Human Services Transportation Plan

**Local Plan page number \***

49

**Multi-Phase Project**

**Is your project part of a larger multi-phase project? \***

No



**6.1.1 Project Scope**

**✘ Task 1**

**Task Description**

Provide weekly trips from Columbia County to Major Portland Hospitals including OHSU, VA, St Vincent, Emmanuel ETC.

*Limit 250 Characters*

**Category \***

Operations 300-00 Operations



**Specify the mode that this task will support.**

- Fixed Route  Demand Response

**300.00 Operations Activity Type \***

- Operating Assistance 30.09

**Operating Assistance Activity Detail \***

- 30.09.01 Operating Assistance  
 44.26.14 Communications  
 11.7L.00 Mobility Management

**6.1.2 Expenditure Estimates**

**Expenditures by Fund Source and Fiscal Year**

Enter estimates of all expenditures for activities in this task denoting both fund source and fiscal year of expenditure.

Fund Type *	2019	2020	2021	Total
<input checked="" type="radio"/> STIF		\$25,000.00	\$26,000.00	\$51,000.00
<input checked="" type="radio"/> Federal				\$0.00
<input checked="" type="radio"/> Other State				\$0.00
<input checked="" type="radio"/> Local				\$0.00
<input checked="" type="radio"/> Other Funds				\$0.00
	\$0.00	\$25,000.00	\$26,000.00	\$51,000.00

[+ Add Fund Source](#)

**6.1.3 Outcome Measures**

**Minimum required measures for operations tasks**

**Revenue Miles \***

2,000

**Revenue Hours \***

520.00

**Rides \***

520

**Number of people with access to transit (within ½ mile of transit stop for fixed route) \***

45,587

**Number of Low-Income Households with access to transit (within ½ mile of transit stop for fixed route) \***

6,306

**Number of new shared stops with other transit providers (reducing fragmentation in transit services) \***

0

Is this project supporting student transportation? \*

No ▼

**Optional Outcome Measures**

+ Add Outcome Measure

+ Add Task

**6.2 Allocation of STIF funds by project**

**STIF Criteria**

1. Increased frequency of bus service to areas with a high percentage of Low-Income Households.
2. Expansion of bus routes and bus services to serve areas with a high percentage of Low-Income Households.
3. Fund the implementation of programs to reduce fares for public transportation in communities with a high percentage of Low-Income Households.
4. Procurement of low or no emission buses for use in areas with 200,000 or more.
5. The improvement in the frequency and reliability of service between communities inside and outside of the Qualified Entity's service area.
6. Coordination between Public Transportation Service Providers to reduce fragmentation in the provision of transportation services.
7. Implementation of programs to provide student transit service for students in grades 9-12.







**FY 2019 STIF Total**  
\$0.00


**FY 2020 STIF Total**  
\$25,000.00

**FY 2021 STIF Total**  
\$26,000.00

**Fund Allocation (Must not exceed 100% per criterion per fiscal year)**

*If some criteria don't apply, fill in with zeros. Do not add or remove additional criterion.*

Criterion	FY 2019 *	FY 2020 *	FY 2021 *
 Criterion 1		100.0 %	100.0 %
 Criterion 2			
 Criterion 3			
 Criterion 4			
 Criterion 5			
			

 Criterion 7			
	0.0 %	100.0 %	100.0 %

+ Add #

### 6.3 Oregon Public Transportation Plan Goals

Select at least one goal.

#### Select the OPTP goals that apply to your STIF Plan Projects. \*

- Goal 1 Mobility: Public Transportation User Experience -- People of all ages, abilities, and income levels move reliably and conveniently between destinations using an affordable, well-coordinated public transportation system. People in Oregon routinely use public transportation to meet their daily needs.
- Goal 2: Accessibility and Connectivity -- Riders experience user-friendly and convenient public transportation connections to and between services and travel modes in urban, suburban, rural, regional, and interstate areas.
- Goal 3: Community Livability and Economic Vitality -- Public transportation promotes community livability and economic vitality by efficiently and effectively moving people of all ages to and from homes, jobs, businesses, schools and colleges, and other destinations in urban, suburban, and rural areas.
- Goal 4: Equity -- Public transportation provides affordable, safe, efficient, and equitable transportation to jobs, services, and key destinations, improving quality of life for all Oregonians.
- Goal 5: Health -- Public transportation fosters improved health of Oregonians by promoting clean air, enhancing connections between people, enabling access to services such as health care and goods such as groceries, and by giving people opportunities to integrate physical activity into everyday life through walking and bicycling to and from public transportation.
- Goal 6: Safety and Security -- Public transportation trips are safe; riders feel safe and secure during their travel. Public transportation contributes to the resilience of Oregon communities.
- Goal 7: Environmental Sustainability -- Public transportation contributes to a healthy environment and climate by moving more people with efficient, low-emission vehicles, reducing greenhouse gases and other pollutants.
- Goal 8: Land Use -- Public transportation is a tool that supports Oregon's state and local land use goals and policies. Agencies collaborate to ensure public transportation helps shape great Oregon communities providing efficient and effective travel options in urban, suburban, and rural areas.
- Goal 9: Funding and Strategic Investment -- Strategic investment in public transportation supports the overall transportation system, the economy, and Oregonians' quality of life. Sustainable and reliable funding enables public transportation services and infrastructure to meet public needs.
- Goal 10: Communication, Collaboration, and Coordination -- Public and private transportation providers and all levels of government within the state and across state boundaries work collaboratively and foster partnerships that make public transportation seamless regardless of jurisdiction.

#### Goal 3 Policies - Select all that apply. \*

- Policy 3.1: Enhance access to education and employment via public transportation.
- Policy 3.2: Promote and support use of public transportation for tourism and special events in Oregon.
- Policy 3.3: Promote the use of public transportation to foster greater community livability.

#### Goal 5 Policies - Select all that apply. \*

- Policy 5.1: Provide access to healthy lifestyle options by supporting the ability of people to reach goods and services such as groceries, recreation, health care, and social opportunities via public transportation.
- Policy 5.2: Integrate health considerations into public transportation planning and decision making at the local, regional, and state level.
- Policy 5.3: Connect public transportation riders to health and social services.

### 6.4 Project Summary

**Project Name**

Increased Portland Medical Service

**STIF Project Grand Total**

\$51,000.00

**FY 2019 STIF Project Total**

\$0.00

**FY 2020 STIF Project Total**

\$25,000.00

**FY 2021 STIF Project Total**

\$26,000.00

**FY 2019 percent of STIF Funds supporting student transportation**

**FY 2020 percent of STIF Funds supporting student transportation**  
0.00 %

**FY 2021 percent of STIF Funds supporting student transportation**  
0.00 %

**✘ Project 3**

**Public Transportation Service Provider or Qualified Entity Name \***

Columbia County Rider

**Project Name \***

Increased Flex Service

*Limit 50 characters*

**Project Description \***

This project will expand the existing flex service that runs between st Helens and Scappoose by providing an additional five trips per day with enhanced routing and some reverse service that will reduce wait times between buses.

*Limit 500 Characters*

**Do you plan to expend funding in a future STIF Plan period? \***

- Yes
- No

**Is this project part of your 100% list or 130% list? \***

100 % List

**100% List Project Rank \***

3

**Project budget share to improve, expand or maintain public transportation service**

**Improve or Expand Service \***

100%

**Maintain Service**

0 %

**Local Plan from which this project is derived: \***

**Local Plan page number \***

### Multi-Phase Project

Is your project part of a larger multi-phase project? \*

No

### 6.1.1 Project Scope

#### ✖ Task 1

##### Task Description

Create new service for the flex including service in the opposite direction as to increase access to local services, schools and stores.

Limit 250 Characters

##### Category \*

Operations 300-00 Operations

Specify the mode that this task will support.

- Fixed Route  Demand Response

##### 300.00 Operations Activity Type \*

- Operating Assistance 30.09

##### Operating Assistance Activity Detail \*

- 30.09.01 Operating Assistance  
 44.26.14 Communications  
 11.7L.00 Mobility Management

### 6.1.2 Expenditure Estimates

#### Expenditures by Fund Source and Fiscal Year

Enter estimates of all expenditures for activities in this task denoting both fund source and fiscal year of expenditure.

Fund Type *	2019	2020	2021	Total
✖ STIF		\$188,000.00	\$194,000.00	\$382,000.00
✖ Federal				\$0.00
✖ Other State				\$0.00
✖				\$0.00

✖ Other Funds				\$0.00
	\$0.00	\$188,000.00	\$194,000.00	\$382,000.00

+ Add Fund Source

**6.1.3 Outcome Measures**

**Minimum required measures for operations tasks**

**Revenue Miles \***

58,000

**Revenue Hours \***

3,800.00

**Rides \***

5,100

**Number of people with access to transit (within ½ mile of transit stop for fixed route) \***

11,334

**Number of Low-Income Households with access to transit (within ½ mile of transit stop for fixed route) \***

1,704

**Number of new shared stops with other transit providers (reducing fragmentation in transit services) \***

0

**Is this project supporting student transportation? \***

Yes ▼

**Choose at least one**

**Operations \***

- Number of students in grades 9-12 with free or reduced fare transit pass
- Number of students in grades 9-12 attending a school served by transit
- Number of rides provided to students in grades 9-12
- Other

**Number of students in grades 9-12 with free or reduced fare transit pass \***

1,736

**Number of students in grades 9-12 attending a school served by transit \***

1,736

**Optional Outcome Measures**



+ Add Outcome Measure

+ Add Task

## 6.2 Allocation of STIF funds by project

### STIF Criteria

1. Increased frequency of bus service to areas with a high percentage of Low-Income Households.
2. Expansion of bus routes and bus services to serve areas with a high percentage of Low-Income Households.
3. Fund the implementation of programs to reduce fares for public transportation in communities with a high percentage of Low-Income Households.
4. Procurement of low or no emission buses for use in areas with 200,000 or more.
5. The improvement in the frequency and reliability of service between communities inside and outside of the Qualified Entity's service area.
6. Coordination between Public Transportation Service Providers to reduce fragmentation in the provision of transportation services.
7. Implementation of programs to provide student transit service for students in grades 9-12.








**FY 2019 STIF Total**  
\$0.00

**FY 2020 STIF Total**  
\$188,000.00

**FY 2021 STIF Total**  
\$194,000.00

### Fund Allocation (Must not exceed 100% per criterion per fiscal year)

*If some criteria don't apply, fill in with zeros. Do not add or remove additional criterion.*

Criterion	FY 2019 *	FY 2020 *	FY 2021 *
 Criterion 1		70.0 %	70.0 %
 Criterion 2		10.0 %	10.0 %
 Criterion 3			
 Criterion 4			
 Criterion 5		10.0 %	10.0 %
 Criterion 6			
 Criterion 7		10.0 %	10.0 %
	0.0 %	100.0 %	100.0 %



### 6.3 Oregon Public Transportation Plan Goals

Select at least one goal.

#### Select the OPTP goals that apply to your STIF Plan Projects. \*

- Goal 1 Mobility: Public Transportation User Experience -- People of all ages, abilities, and income levels move reliably and conveniently between destinations using an affordable, well-coordinated public transportation system. People in Oregon routinely use public transportation to meet their daily needs.
- Goal 2: Accessibility and Connectivity -- Riders experience user-friendly and convenient public transportation connections to and between services and travel modes in urban, suburban, rural, regional, and interstate areas.
- Goal 3: Community Livability and Economic Vitality -- Public transportation promotes community livability and economic vitality by efficiently and effectively moving people of all ages to and from homes, jobs, businesses, schools and colleges, and other destinations in urban, suburban, and rural areas.
- Goal 4: Equity -- Public transportation provides affordable, safe, efficient, and equitable transportation to jobs, services, and key destinations, improving quality of life for all Oregonians.
- Goal 5: Health -- Public transportation fosters improved health of Oregonians by promoting clean air, enhancing connections between people, enabling access to services such as health care and goods such as groceries, and by giving people opportunities to integrate physical activity into everyday life through walking and bicycling to and from public transportation.
- Goal 6: Safety and Security -- Public transportation trips are safe; riders feel safe and secure during their travel. Public transportation contributes to the resilience of Oregon communities.
- Goal 7: Environmental Sustainability -- Public transportation contributes to a healthy environment and climate by moving more people with efficient, low-emission vehicles, reducing greenhouse gases and other pollutants.
- Goal 8: Land Use -- Public transportation is a tool that supports Oregon's state and local land use goals and policies. Agencies collaborate to ensure public transportation helps shape great Oregon communities providing efficient and effective travel options in urban, suburban, and rural areas.
- Goal 9: Funding and Strategic Investment -- Strategic investment in public transportation supports the overall transportation system, the economy, and Oregonians' quality of life. Sustainable and reliable funding enables public transportation services and infrastructure to meet public needs.
- Goal 10: Communication, Collaboration, and Coordination -- Public and private transportation providers and all levels of government within the state and across state boundaries work collaboratively and foster partnerships that make public transportation seamless regardless of jurisdiction.

#### Goal 1 Policies - Select all that apply. \*

- Policy 1.1: Provide consistent and reliable public transportation services that people can count on to meet their travel needs.
- Policy 1.2: Provide customers access to clear, accurate information about public transportation services through multiple sources and media.
- Policy 1.3: Enact fare policies that reflect the needs of the community served; ensure that public transportation fares are understandable and easy to pay.
- Policy 1.4: Coordinate and enhance mobility management services and strategies to better coordinate services to enable riders and potential riders to use public transportation.
- Policy 1.5: Advance efficient mobility and reduce traffic congestion by enabling and promoting reliable, efficient service on corridors identified as public transportation priority corridors.
- Policy 1.6: Work proactively with state and local planning bodies to support local and regional public transportation plans and goals throughout the state.

#### Goal 3 Policies - Select all that apply. \*

- Policy 3.1: Enhance access to education and employment via public transportation.

- Policy 3.2: Promote and support use of public transportation for tourism and special events in Oregon.
- Policy 3.3: Promote the use of public transportation to foster greater community livability.

#### Goal 4 Policies - Select all that apply. \*

- Policy 4.1: Engage populations recognized as transportation disadvantaged in public transportation service decision making.
- Policy 4.2: Understand and communicate how disparities, barriers, and needs affect the ability of people to access and use public transportation, especially those who are transportation disadvantaged.
- Policy 4.3: Identify disparities, barriers, and needs that impact people's ability to access and use public transportation.
- Policy 4.4: Address the disparities, barriers, and needs that impact people's ability to access and use public transportation.
- Policy 4.5: Integrate equity criteria into funding decisions.

#### Goal 5 Policies - Select all that apply. \*

- Policy 5.1: Provide access to healthy lifestyle options by supporting the ability of people to reach goods and services such as groceries, recreation, health care, and social opportunities via public transportation.
- Policy 5.2: Integrate health considerations into public transportation planning and decision making at the local, regional, and state level.
- Policy 5.3: Connect public transportation riders to health and social services.

#### Goal 6 Policies - Select all that apply. \*

- Policy 6.1: Plan for, design, and locate transit stops and stations to support safe facilities, including providing safe street crossings.
- Policy 6.2: Provide for passenger and operator security on public transportation vehicles and at stops and stations through investments in facility design, amenities, appropriate security systems and personnel, and coordination with law enforcement staff.
- Policy 6.3: Enhance the safety of public transportation through personnel training and education programs.
- Policy 6.4: Promote public transportation as a safe travel option through public outreach campaigns and rider education programs.
- Policy 6.5: Incorporate innovations, such as new technologies and strategies, to increase public transportation safety and security.
- Policy 6.6: Integrate public transportation agencies and personnel into emergency response and recovery planning and training activities to support resilience during and after natural disasters and other emergencies.

#### Goal 10 Policies - Select all that apply. \*

- Policy 10.1: Coordinate communication and marketing to promote knowledge and understanding of available public transportation services.
- Policy 10.2: Collaborate and share costs for resources, supplies, and services that can be used by multiple agencies.
- Policy 10.3: Identify and advance opportunities to share data resources and collection methods.
- Policy 10.4: Collaborate with various agencies, jurisdictions, and transportation providers in support of effective public transportation that is reliable and easy to use and helps meet state, regional, and community goals.
- Policy 10.5: Collaborate among agencies, jurisdictions, and providers to ensure the public transportation system is integrated as a component of the broader multimodal transportation system in Oregon. Provide leadership for public transportation activities and build upon efforts to coordinate public transportation services, especially statewide services.

## 6.4 Project Summary

**Project Name**

Increased Flex Service

**STIF Project Grand Total**

\$382,000.00

**FY 2019 STIF Project Total**

\$0.00

**FY 2020 STIF Project Total**

\$188,000.00

**FY 2021 STIF Project Total**

\$194,000.00

**FY 2019 percent of STIF Funds supporting student transportation**

**FY 2020 percent of STIF Funds supporting student transportation**

10.00 %

**FY 2021 percent of STIF Funds supporting student transportation**

10.00 %

**✘ Project 4**

**Public Transportation Service Provider or Qualified Entity Name \***

Columbia County Rider

**Project Name \***

Expanded Vernonia Service

*Limit 50 characters*

**Project Description \***

This project will expand Vernonia service to include a stop in Banks for connection to west link and Tillamook transit, and expand the service from three days a week twice a day to five days a week twice a day. This project will also provide access to the Banks Vernonia Trail and Stewart Stub State Park.

*Limit 500 Characters*

**Do you plan to expend funding in a future STIF Plan period?**

\*

Yes

No

**Is this project part of your 100% list or 130% list? \***

100 % List

**100% List Project Rank \***

4

**Project budget share to improve, expand or maintain public transportation service**

**Improve or Expand Service \***

100%

**Maintain Service**

0 %

**Local Plan from which this project is derived: \***

Coordinated Public Transit - Human Services Transportation Plan

**Local Plan page number \***

48

## Multi-Phase Project

Is your project part of a larger multi-phase project? \*

No ▼

### 6.1.1 Project Scope

✖ Task 1

**Task Description**

Provide an additional stop in Banks to coordinate with WestLink and Tillamook Transit and expand from three days a week to five days a week.

*Limit 250 Characters*

**Category \***

Operations 300-00 Operations ▼

**Specify the mode that this task will support.**

- Fixed Route  Demand Response

**300.00 Operations Activity Type \***

- Operating Assistance 30.09

**Operating Assistance Activity Detail \***

- 30.09.01 Operating Assistance  
 44.26.14 Communications  
 11.7L.00 Mobility Management

### 6.1.2 Expenditure Estimates

**Expenditures by Fund Source and Fiscal Year**

*Enter estimates of all expenditures for activities in this task denoting both fund source and fiscal year of expenditure.*

Fund Type *	2019	2020	2021	Total
<span style="color: red;">✖</span> STIF	\$13,000.00	\$89,000.00	\$92,000.00	\$194,000.00
<span style="color: red;">✖</span> Federal				\$0.00
<span style="color: red;">✖</span> Other State				\$0.00
<span style="color: red;">✖</span> Local				\$0.00
<span style="color: red;">✖</span> Other Funds				\$0.00

\$13,000.00

\$89,000.00

\$92,000.00

\$194,000.00

+ Add Fund Source

### 6.1.3 Outcome Measures

#### Minimum required measures for operations tasks

Revenue Miles \*

73,440

Revenue Hours \*

2,040.00

Rides \*

2,040

Number of people with access to transit (within ½ mile of transit stop for fixed route) \*

10,985

Number of Low-Income Households with access to transit (within ½ mile of transit stop for fixed route) \*

1,373

Number of new shared stops with other transit providers (reducing fragmentation in transit services) \*

1

Is this project supporting student transportation? \*

No

#### Optional Outcome Measures

+ Add Outcome Measure

+ Add Task

## 6.2 Allocation of STIF funds by project

### STIF Criteria

1. Increased frequency of bus service to areas with a high percentage of Low-Income Households.
2. Expansion of bus routes and bus services to serve areas with a high percentage of Low-Income Households.
3. Fund the implementation of programs to reduce fares for public transportation in communities with a high percentage of Low-Income Households.
4. Procurement of low or no emission buses for use in areas with 200,000 or more.
5. The improvement in the frequency and reliability of service between communities inside and outside of the Qualified Entity's service area.

6. Coordination between Public Transportation Service Providers to reduce fragmentation in the provision of transportation services.

7. Implementation of programs to provide student transit service for students in grades 9-12.








**FY 2019 STIF Total**  
\$13,000.00

**FY 2020 STIF Total**  
\$89,000.00

**FY 2021 STIF Total**  
\$92,000.00

**Fund Allocation (Must not exceed 100% per criterion per fiscal year)**

*If some criteria don't apply, fill in with zeros. Do not add or remove additional criterion.*

Criterion	FY 2019 *	FY 2020 *	FY 2021 *
 Criterion 1	50.0 %	50.0 %	50.0 %
 Criterion 2			
 Criterion 3			
 Criterion 4			
 Criterion 5	40.0 %	40.0 %	40.0 %
 Criterion 6	10.0 %	10.0 %	10.0 %
 Criterion 7			
	100.0 %	100.0 %	100.0 %

 Add #

**6.3 Oregon Public Transportation Plan Goals**

*Select at least one goal.*

**Select the OPTP goals that apply to your STIF Plan Projects. \***

- Goal 1 Mobility: Public Transportation User Experience -- People of all ages, abilities, and income levels move reliably and conveniently between destinations using an affordable, well-coordinated public transportation system. People in Oregon routinely use public transportation to meet their daily needs.
- Goal 2: Accessibility and Connectivity -- Riders experience user-friendly and convenient public transportation connections to and between services and travel modes in urban, suburban, rural, regional, and interstate areas.
- Goal 3: Community Livability and Economic Vitality -- Public transportation promotes community livability and economic vitality by efficiently and effectively moving people of all ages to and from homes, jobs, businesses, schools and colleges, and other destinations in urban, suburban, and rural areas.
- Goal 4: Equity -- Public transportation provides affordable, safe, efficient, and equitable transportation to jobs, services, and key destinations, improving quality of life for all Oregonians.
- Goal 5: Health -- Public transportation fosters improved health of Oregonians by promoting clean air, enhancing connections between people, enabling access to services such as health care and goods such as groceries, and by giving people opportunities to integrate physical activity into everyday life through walking and bicycling to and from public transportation.

- Goal 6: Safety and Security -- Public transportation trips are safe; riders feel safe and secure during their travel. Public transportation contributes to the resilience of Oregon communities.
- Goal 7: Environmental Sustainability -- Public transportation contributes to a healthy environment and climate by moving more people with efficient, low-emission vehicles, reducing greenhouse gases and other pollutants.
- Goal 8: Land Use -- Public transportation is a tool that supports Oregon's state and local land use goals and policies. Agencies collaborate to ensure public transportation helps shape great Oregon communities providing efficient and effective travel options in urban, suburban, and rural areas.
- Goal 9: Funding and Strategic Investment -- Strategic investment in public transportation supports the overall transportation system, the economy, and Oregonians' quality of life. Sustainable and reliable funding enables public transportation services and infrastructure to meet public needs.
- Goal 10: Communication, Collaboration, and Coordination -- Public and private transportation providers and all levels of government within the state and across state boundaries work collaboratively and foster partnerships that make public transportation seamless regardless of jurisdiction.

### Goal 1 Policies - Select all that apply. \*

- Policy 1.1: Provide consistent and reliable public transportation services that people can count on to meet their travel needs.
- Policy 1.2: Provide customers access to clear, accurate information about public transportation services through multiple sources and media.
- Policy 1.3: Enact fare policies that reflect the needs of the community served; ensure that public transportation fares are understandable and easy to pay.
- Policy 1.4: Coordinate and enhance mobility management services and strategies to better coordinate services to enable riders and potential riders to use public transportation.
- Policy 1.5: Advance efficient mobility and reduce traffic congestion by enabling and promoting reliable, efficient service on corridors identified as public transportation priority corridors.
- Policy 1.6: Work proactively with state and local planning bodies to support local and regional public transportation plans and goals throughout the state.

### Goal 2 Policies - Select all that apply. \*

- Policy 2.1: Enhance existing and identify new public transportation connections and services.
- Policy 2.2: Improve access to and ease of use for public transportation by connecting routes and services, including linking stops and stations to bicycle and pedestrian facilities.
- Policy 2.3: Provide coordinated, seamless regional and intercity bus and rail public transportation services to enable trips for commuting and recreation, and assist rural residents to access services in larger communities.
- Policy 2.4: Encourage employers, educational institutions, and others to provide opportunities for employees' and clients' use of public transportation, carpool, vanpool, shuttles, and other shared rides.

### Goal 3 Policies - Select all that apply. \*

- Policy 3.1: Enhance access to education and employment via public transportation.
- Policy 3.2: Promote and support use of public transportation for tourism and special events in Oregon.
- Policy 3.3: Promote the use of public transportation to foster greater community livability.

### Goal 5 Policies - Select all that apply. \*

- Policy 5.1: Provide access to healthy lifestyle options by supporting the ability of people to reach goods and services such as groceries, recreation, health care, and social opportunities via public transportation.
- Policy 5.2: Integrate health considerations into public transportation planning and decision making at the local, regional, and state level.
- Policy 5.3: Connect public transportation riders to health and social services.

### Goal 10 Policies - Select all that apply. \*



- Policy 10.1: Coordinate communication and marketing to promote knowledge and understanding of available public transportation services.
- Policy 10.2: Collaborate and share costs for resources, supplies, and services that can be used by multiple agencies.
- Policy 10.3: Identify and advance opportunities to share data resources and collection methods.
- Policy 10.4: Collaborate with various agencies, jurisdictions, and transportation providers in support of effective public transportation that is reliable and easy to use and helps meet state, regional, and community goals.
- Policy 10.5: Collaborate among agencies, jurisdictions, and providers to ensure the public transportation system is integrated as a component of the broader multimodal transportation system in Oregon. Provide leadership for public transportation activities and build upon efforts to coordinate public transportation services, especially statewide services.

## 6.4 Project Summary

### Project Name

Expanded Vernonia Service

### STIF Project Grand Total

\$194,000.00

### FY 2019 STIF Project Total

\$13,000.00

### FY 2020 STIF Project Total

\$89,000.00

### FY 2021 STIF Project Total

\$92,000.00

### FY 2019 percent of STIF Funds supporting student transportation

0.00 %

### FY 2020 percent of STIF Funds supporting student transportation

0.00 %

### FY 2021 percent of STIF Funds supporting student transportation

0.00 %

## ✘ Project 5

### Public Transportation Service Provider or Qualified Entity Name \*

Columbia County Rider

### Project Name \*

Honored Citizens Fare

*Limit 50 characters*

### Project Description \*

This program will facilitate an honored citizens program that will provide those with low income, elderly, disabled and veterans a \$1 per ride fare reduction. The program will provide for honored citizens cards and annual renew of the program and costs.

*Limit 500 Characters*

### Do you plan to expend funding in a future STIF Plan period?

\*

Yes

No

Is this project part of your 100% list or 130% list? \*

100 % List

100% List Project Rank \*

5

**Project budget share to improve, expand or maintain public transportation service**

Improve or Expand Service \*

100%

Maintain Service

0 %

Local Plan from which this project is derived: \*

Coordinated Public Transit - Human Services Transportation Plan

Local Plan page number \*

51-52

**Multi-Phase Project**

Is your project part of a larger multi-phase project? \*

No

**6.1.1 Project Scope**

**Task 1**

**Task Description**

Create and implement an honored citizen program including: Honored citizen cards, Date of expiry stamp, method and criteria for obtaining, and implementation of the program

Limit 250 Characters

**Category \***

Administration 620-00 Project Administration

**620-00 Project Administration \***

Project Administration 11.79

**Project Administration Activity Detail \***

11.79.00 Project Administration

**6.1.2 Expenditure Estimates**

**Expenditures by Fund Source and Fiscal Year**

Enter estimates of all expenditures for activities in this task denoting both fund source and fiscal year of expenditure.

Fund Type *	2019	2020	2021	Total
STIF		\$16,000.00	\$16,000.00	\$32,000.00

 Federal				\$0.00
 Other State				\$0.00
 Local				\$0.00
 Other Funds				\$0.00
	\$0.00	\$16,000.00	\$16,000.00	\$32,000.00

[+ Add Fund Source](#)

### 6.1.3 Outcome Measures

#### Optional Outcome Measures

[+ Add Outcome Measure](#)

[+ Add Task](#)

## 6.2 Allocation of STIF funds by project

### STIF Criteria

1. Increased frequency of bus service to areas with a high percentage of Low-Income Households.
2. Expansion of bus routes and bus services to serve areas with a high percentage of Low-Income Households.
3. Fund the implementation of programs to reduce fares for public transportation in communities with a high percentage of Low-Income Households.
4. Procurement of low or no emission buses for use in areas with 200,000 or more.
5. The improvement in the frequency and reliability of service between communities inside and outside of the Qualified Entity's service area.
6. Coordination between Public Transportation Service Providers to reduce fragmentation in the provision of transportation services.
7. Implementation of programs to provide student transit service for students in grades 9-12.

**FY 2019 STIF Total**  
\$0.00

**FY 2020 STIF Total**  
\$16,000.00

**FY 2021 STIF Total**  
\$16,000.00

### Fund Allocation (Must not exceed 100% per criterion per fiscal year)

*If some criteria don't apply, fill in with zeros. Do not add or remove additional criterion.*

Criterion	FY 2019 *	FY 2020 *	FY 2021 *
 Criterion 1		0.0 %	

✘	Criterion 2			
✘	Criterion 3		100.0 %	100.0 %
✘	Criterion 4			
✘	Criterion 5			
✘	Criterion 6			
✘	Criterion 7			
		0.0 %	100.0 %	100.0 %

+ Add #

### 6.3 Oregon Public Transportation Plan Goals

Select at least one goal.

#### Select the OPTP goals that apply to your STIF Plan Projects. \*

- Goal 1 Mobility: Public Transportation User Experience -- People of all ages, abilities, and income levels move reliably and conveniently between destinations using an affordable, well-coordinated public transportation system. People in Oregon routinely use public transportation to meet their daily needs.
- Goal 2: Accessibility and Connectivity -- Riders experience user-friendly and convenient public transportation connections to and between services and travel modes in urban, suburban, rural, regional, and interstate areas.
- Goal 3: Community Livability and Economic Vitality -- Public transportation promotes community livability and economic vitality by efficiently and effectively moving people of all ages to and from homes, jobs, businesses, schools and colleges, and other destinations in urban, suburban, and rural areas.
- Goal 4: Equity -- Public transportation provides affordable, safe, efficient, and equitable transportation to jobs, services, and key destinations, improving quality of life for all Oregonians.
- Goal 5: Health -- Public transportation fosters improved health of Oregonians by promoting clean air, enhancing connections between people, enabling access to services such as health care and goods such as groceries, and by giving people opportunities to integrate physical activity into everyday life through walking and bicycling to and from public transportation.
- Goal 6: Safety and Security -- Public transportation trips are safe; riders feel safe and secure during their travel. Public transportation contributes to the resilience of Oregon communities.
- Goal 7: Environmental Sustainability -- Public transportation contributes to a healthy environment and climate by moving more people with efficient, low-emission vehicles, reducing greenhouse gases and other pollutants.
- Goal 8: Land Use -- Public transportation is a tool that supports Oregon's state and local land use goals and policies. Agencies collaborate to ensure public transportation helps shape great Oregon communities providing efficient and effective travel options in urban, suburban, and rural areas.
- Goal 9: Funding and Strategic Investment -- Strategic investment in public transportation supports the overall transportation system, the economy, and Oregonians' quality of life. Sustainable and reliable funding enables public transportation services and infrastructure to meet public needs.
- Goal 10: Communication, Collaboration, and Coordination -- Public and private transportation providers and all levels of government within the state and across state boundaries work collaboratively and foster partnerships that make public transportation seamless regardless of jurisdiction.

#### Goal 4 Policies - Select all that apply. \*

- Policy 4.1: Engage populations recognized as transportation disadvantaged in public transportation service decision making.
- Policy 4.2: Understand and communicate how disparities, barriers, and needs affect the ability of people to access and use public transportation, especially those who are transportation disadvantaged.
- Policy 4.3: Identify disparities, barriers, and needs that impact people’s ability to access and use public transportation.
- Policy 4.4: Address the disparities, barriers, and needs that impact people’s ability to access and use public transportation.
- Policy 4.5: Integrate equity criteria into funding decisions.

### 6.4 Project Summary

**Project Name**

Honored Citizens Fare

**STIF Project Grand Total**

\$32,000.00

**FY 2019 STIF Project Total**

\$0.00

**FY 2020 STIF Project Total**

\$16,000.00

**FY 2021 STIF Project Total**

\$16,000.00

**FY 2019 percent of STIF Funds supporting student transportation**

**FY 2020 percent of STIF Funds supporting student transportation**  
0.00 %

**FY 2021 percent of STIF Funds supporting student transportation**  
0.00 %

**✘ Project 6**

**Public Transportation Service Provider or Qualified Entity Name \***

Columbia County Rider

**Project Name \***

Match 5311f

*Limit 50 characters*

**Project Description \***

This project will help with Matching funds for the north County services.

*Limit 500 Characters*

**Do you plan to expend funding in a future STIF Plan period?**

\*

Yes

No

**Is this project part of your 100% list or 130% list? \***

**130% List Project Rank \***

130 % List

1

**Project budget share to improve, expand or maintain public transportation service**

**Improve or Expand Service \***

100%

**Maintain Service**

0 %

**Local Plan from which this project is derived: \***

Coordinated Public Transit - Human Services Transportation Plan

**Local Plan page number \***

48

**Multi-Phase Project**

**Is your project part of a larger multi-phase project? \***

No

**6.1.1 Project Scope**

**✖ Task 1**

**Task Description**

Match the 5311f grant that is providing expanded line 5 service in the North County between Longview and St Helens.

*Limit 250 Characters*

**Category \***

Operations 300-00 Operations

**Specify the mode that this task will support.**

- Fixed Route
- Demand Response

**300.00 Operations Activity Type \***

- Operating Assistance 30.09

**Operating Assistance Activity Detail \***

- 30.09.01 Operating Assistance
- 44.26.14 Communications
- 11.7L.00 Mobility Management

**6.1.2 Expenditure Estimates**

**Expenditures by Fund Source and Fiscal Year**

*Enter estimates of all expenditures for activities in this task denoting both fund source and fiscal year of expenditure.*

Fund Type *	2019	2020	2021	Total
✘ STIF		\$73,238.00	\$73,238.00	\$146,476.00
✘ Federal				\$0.00
✘ Other State				\$0.00
✘ Local				\$0.00
✘ Other Funds				\$0.00
	\$0.00	\$73,238.00	\$73,238.00	\$146,476.00

+ Add Fund Source

### 6.1.3 Outcome Measures

#### Minimum required measures for operations tasks

Revenue Miles \*

Revenue Hours \*

Rides \*

Number of people with access to transit (within ½ mile of transit stop for fixed route) \*

Number of Low-Income Households with access to transit (within ½ mile of transit stop for fixed route) \*

Number of new shared stops with other transit providers (reducing fragmentation in transit services) \*

Is this project supporting student transportation? \*

#### Optional Outcome Measures

+ Add Outcome Measure

+ Add Task

### 6.2 Allocation of STIF funds by project

**STIF Criteria**

1. Increased frequency of bus service to areas with a high percentage of Low-Income Households.
2. Expansion of bus routes and bus services to serve areas with a high percentage of Low-Income Households.
3. Fund the implementation of programs to reduce fares for public transportation in communities with a high percentage of Low-Income Households.
4. Procurement of low or no emission buses for use in areas with 200,000 or more.
5. The improvement in the frequency and reliability of service between communities inside and outside of the Qualified Entity's service area.
6. Coordination between Public Transportation Service Providers to reduce fragmentation in the provision of transportation services.
7. Implementation of programs to provide student transit service for students in grades 9-12.

**FY 2019 STIF Total**  
\$0.00

**FY 2020 STIF Total**  
\$73,238.00

**FY 2021 STIF Total**  
\$73,238.00

**Fund Allocation (Must not exceed 100% per criterion per fiscal year)**

*If some criteria don't apply, fill in with zeros. Do not add or remove additional criterion.*

Criterion	FY 2019 *	FY 2020 *	FY 2021 *
<input checked="" type="checkbox"/> Criterion 1		60.0 %	60.0 %
<input checked="" type="checkbox"/> Criterion 2			
<input checked="" type="checkbox"/> Criterion 3			
<input checked="" type="checkbox"/> Criterion 4			
<input checked="" type="checkbox"/> Criterion 5		20.0 %	20.0 %
<input checked="" type="checkbox"/> Criterion 6		20.0 %	20.0 %
<input checked="" type="checkbox"/> Criterion 7			
	0.0 %	100.0 %	100.0 %

**6.3 Oregon Public Transportation Plan Goals**

*Select at least one goal.*

**Select the OTP goals that apply to your STIF Plan Projects. \***

- Goal 1 Mobility: Public Transportation User Experience -- People of all ages, abilities, and income levels move reliably and conveniently between destinations using an affordable, well-coordinated public transportation system. People in Oregon routinely use public transportation to meet their daily needs.



- Goal 2: Accessibility and Connectivity -- Riders experience user-friendly and convenient public transportation connections to and between services and travel modes in urban, suburban, rural, regional, and interstate areas.
- Goal 3: Community Livability and Economic Vitality -- Public transportation promotes community livability and economic vitality by efficiently and effectively moving people of all ages to and from homes, jobs, businesses, schools and colleges, and other destinations in urban, suburban, and rural areas.
- Goal 4: Equity -- Public transportation provides affordable, safe, efficient, and equitable transportation to jobs, services, and key destinations, improving quality of life for all Oregonians.
- Goal 5: Health -- Public transportation fosters improved health of Oregonians by promoting clean air, enhancing connections between people, enabling access to services such as health care and goods such as groceries, and by giving people opportunities to integrate physical activity into everyday life through walking and bicycling to and from public transportation.
- Goal 6: Safety and Security -- Public transportation trips are safe; riders feel safe and secure during their travel. Public transportation contributes to the resilience of Oregon communities.
- Goal 7: Environmental Sustainability -- Public transportation contributes to a healthy environment and climate by moving more people with efficient, low-emission vehicles, reducing greenhouse gases and other pollutants.
- Goal 8: Land Use -- Public transportation is a tool that supports Oregon's state and local land use goals and policies. Agencies collaborate to ensure public transportation helps shape great Oregon communities providing efficient and effective travel options in urban, suburban, and rural areas.
- Goal 9: Funding and Strategic Investment -- Strategic investment in public transportation supports the overall transportation system, the economy, and Oregonians' quality of life. Sustainable and reliable funding enables public transportation services and infrastructure to meet public needs.
- Goal 10: Communication, Collaboration, and Coordination -- Public and private transportation providers and all levels of government within the state and across state boundaries work collaboratively and foster partnerships that make public transportation seamless regardless of jurisdiction.

#### Goal 1 Policies - Select all that apply. \*

- Policy 1.1: Provide consistent and reliable public transportation services that people can count on to meet their travel needs.
- Policy 1.2: Provide customers access to clear, accurate information about public transportation services through multiple sources and media.
- Policy 1.3: Enact fare policies that reflect the needs of the community served; ensure that public transportation fares are understandable and easy to pay.
- Policy 1.4: Coordinate and enhance mobility management services and strategies to better coordinate services to enable riders and potential riders to use public transportation.
- Policy 1.5: Advance efficient mobility and reduce traffic congestion by enabling and promoting reliable, efficient service on corridors identified as public transportation priority corridors.
- Policy 1.6: Work proactively with state and local planning bodies to support local and regional public transportation plans and goals throughout the state.

#### Goal 2 Policies - Select all that apply. \*

- Policy 2.1: Enhance existing and identify new public transportation connections and services.
- Policy 2.2: Improve access to and ease of use for public transportation by connecting routes and services, including linking stops and stations to bicycle and pedestrian facilities.
- Policy 2.3: Provide coordinated, seamless regional and intercity bus and rail public transportation services to enable trips for commuting and recreation, and assist rural residents to access services in larger communities.
- Policy 2.4: Encourage employers, educational institutions, and others to provide opportunities for employees' and clients' use of public transportation, carpool, vanpool, shuttles, and other shared rides.

#### Goal 3 Policies - Select all that apply. \*

- Policy 3.1: Enhance access to education and employment via public transportation.
- Policy 3.2: Promote and support use of public transportation for tourism and special events in Oregon.

- Policy 3.3: Promote the use of public transportation to foster greater community livability.

**Goal 4 Policies - Select all that apply. \***

- Policy 4.1: Engage populations recognized as transportation disadvantaged in public transportation service decision making.
- Policy 4.2: Understand and communicate how disparities, barriers, and needs affect the ability of people to access and use public transportation, especially those who are transportation disadvantaged.
- Policy 4.3: Identify disparities, barriers, and needs that impact people's ability to access and use public transportation.
- Policy 4.4: Address the disparities, barriers, and needs that impact people's ability to access and use public transportation.
- Policy 4.5: Integrate equity criteria into funding decisions.

**Goal 5 Policies - Select all that apply. \***

- Policy 5.1: Provide access to healthy lifestyle options by supporting the ability of people to reach goods and services such as groceries, recreation, health care, and social opportunities via public transportation.
- Policy 5.2: Integrate health considerations into public transportation planning and decision making at the local, regional, and state level.
- Policy 5.3: Connect public transportation riders to health and social services.

**Goal 6 Policies - Select all that apply. \***

- Policy 6.1: Plan for, design, and locate transit stops and stations to support safe facilities, including providing safe street crossings.
- Policy 6.2: Provide for passenger and operator security on public transportation vehicles and at stops and stations through investments in facility design, amenities, appropriate security systems and personnel, and coordination with law enforcement staff.
- Policy 6.3: Enhance the safety of public transportation through personnel training and education programs.
- Policy 6.4: Promote public transportation as a safe travel option through public outreach campaigns and rider education programs.
- Policy 6.5: Incorporate innovations, such as new technologies and strategies, to increase public transportation safety and security.
- Policy 6.6: Integrate public transportation agencies and personnel into emergency response and recovery planning and training activities to support resilience during and after natural disasters and other emergencies.

**Goal 7 Policies - Select all that apply. \***

- Policy 7.1: Support public transportation investments as a key approach to reducing greenhouse gas (GHG) emissions, as emphasized in state policy.
- Policy 7.2: Transition to low- or zero-emission vehicle technologies, including all electric, hybrid, biofuels, compressed natural gas, and other fuel and propulsion technologies.
- Policy 7.3: Identify and implement sustainable transit system operations policies and practices

**Goal 8 Policies - Select all that apply. \***

- Policy 8.1: Increase the use of public transportation by fully integrating public transportation with other community plans including transportation, land use, and economic development plans.
- Policy 8.2: Elevate public transportation in developer, employer, community service provider, and public agency decision making, such as siting and development decisions. Recognize the impact land use has on people's ability to use public transportation and other transportation options.
- Policy 8.3: Foster the development of housing near public transportation routes and services.

**Goal 9 Policies - Select all that apply. \***

- Policy 9.1: Invest strategically in maintenance, planning, transit service, and capital improvements to preserve and enhance public transportation.
- Policy 9.2: Foster creative investments and partnerships among public agencies and private organizations to improve the efficiency and effectiveness of public transportation services.
- Policy 9.3: Pursue stable and consistent funding for public transportation operations and capital investments that maintain services and address identified needs.

#### Goal 10 Policies - Select all that apply. \*

- Policy 10.1: Coordinate communication and marketing to promote knowledge and understanding of available public transportation services.
- Policy 10.2: Collaborate and share costs for resources, supplies, and services that can be used by multiple agencies.
- Policy 10.3: Identify and advance opportunities to share data resources and collection methods.
- Policy 10.4: Collaborate with various agencies, jurisdictions, and transportation providers in support of effective public transportation that is reliable and easy to use and helps meet state, regional, and community goals.
- Policy 10.5: Collaborate among agencies, jurisdictions, and providers to ensure the public transportation system is integrated as a component of the broader multimodal transportation system in Oregon. Provide leadership for public transportation activities and build upon efforts to coordinate public transportation services, especially statewide services.

## 6.4 Project Summary

### Project Name

Match 5311f

### STIF Project Grand Total

\$146,476.00

### FY 2019 STIF Project Total

\$0.00

### FY 2020 STIF Project Total

\$73,238.00

### FY 2021 STIF Project Total

\$73,238.00

### FY 2019 percent of STIF Funds supporting student transportation

### FY 2020 percent of STIF Funds supporting student transportation

0.00 %

### FY 2021 percent of STIF Funds supporting student transportation

0.00 %

[+ Add Project](#)

## 7. STIF Plan Summary

### STIF Plan Total

\$1,053,476.00

### Amount Carried Forward

\$0.00

### FY 2019 Total STIF Funds

\$13,000.00

### FY 2020 Total STIF Funds

\$513,238.00

### FY 2021 Total STIF Funds

\$527,238.00

### FY 2019 Student STIF Funds

\$0.00

### FY 2020 Student STIF Funds

\$18,800.00

### FY 2021 Student STIF Funds

\$19,400.00

### FY 2019 Percent of STIF Funds supporting student transportation

0.00 %

### FY 2020 Percent of STIF Funds supporting student transportation

3.66 %

### FY 2021 Percent of STIF Funds supporting student transportation

3.68 %

**Please explain why your allocation of STIF Funds to support student transportation is less than 1%. \***

We are not using STIF funds for 2019 except for the City of Vernonia and Banks. Thus 2019 shows zero.

*Limit 500 Characters*

**Effective Date**

This STIF Plan shall become effective as of the date it is approved by the Oregon Transportation Commission and it shall terminate as of the end date specified in Section 5 of the approved STIF Plan.

**Signature**

This STIF Plan serves as a legally binding agreement between the Qualified Entity and the State of Oregon, acting by and through its Department of Transportation.

Download the signature page here [STIF Plan signature page](#).

**Upload signature page here. \***

or drag files here.

*Limit 100 MB*

https://www.cognitiforms.com/ODOT2/STIFPlanTemplate#E592zoNIM0XbJjQ4GdFBD5nWdUaxOaz\_aBKbSPkU1nY\$\*

36736

## COLUMBIA COUNTY PROJECT REQUEST FORM

<p><b>Department:</b> <u>Transit</u></p> <p><b>Submitted by:</b> <u>Todd M. Wood</u></p> <p><b>Date:</b> <u>3/29/2018</u></p> <p><b>Director Signature</b> _____</p>	<p><b>Type of Project:</b></p> <p><input type="radio"/> Capital Project *</p> <p><input checked="" type="radio"/> Non-Capital Project</p> <p><b>Project Duration:</b></p> <p><b>START:</b> <u>4/1/2019</u> <b>END:</b> <u>6/30/2021</u></p> <p><b>Note: If the project includes new personnel, attach a completed Personnel Request Form.</b></p>
--	---

**Project Name:** Increased Line 6 Vernonia

**General Description of Project:** (Use Additional Sheets As Necessary)

This project will expand Vernonia service to include a stop in Banks for connection to west link and Tillamook transit, and expand the service from three days a week twice a day to five days a week twice a day. This project will also provide access to the Banks Vernonia Trail and Stewart Stub State Park.

**Need/Justification for Project:**(Use Additional Sheets As Necessary)

This project brings much needed connection and additional services to the area of Vernonia.

**Relationship to Adopted Budget, Plans or Policy:** (Use Additional Sheets As Necessary)

Currently in our 2020 budget.

<p><b>PROJECT COSTS:</b></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">1. Planning/Design/Engineering</td> <td style="width: 20%; text-align: right;">_____</td> </tr> <tr> <td>2. Legal\Grant Administration</td> <td style="text-align: right;">\$194,000.00</td> </tr> <tr> <td>3. Property Acquisition</td> <td style="text-align: right;">_____</td> </tr> <tr> <td>4. Construction</td> <td style="text-align: right;">_____</td> </tr> <tr> <td>5. Equipment/Furniture</td> <td style="text-align: right;">_____</td> </tr> <tr> <td style="text-align: right;"><b>TOTAL</b></td> <td style="text-align: right;"><b>\$0.00</b></td> </tr> </table>	1. Planning/Design/Engineering	_____	2. Legal\Grant Administration	\$194,000.00	3. Property Acquisition	_____	4. Construction	_____	5. Equipment/Furniture	_____	<b>TOTAL</b>	<b>\$0.00</b>	<p><b>OPERATION/MAINTENANCE(OM) IMPACT</b></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Personnel</td> <td style="width: 20%; text-align: right;">_____</td> </tr> <tr> <td>Contractual</td> <td style="text-align: right;">\$194,000.00</td> </tr> <tr> <td>Materials/Supplies</td> <td style="text-align: right;">_____</td> </tr> <tr> <td>Equipment</td> <td style="text-align: right;">_____</td> </tr> <tr> <td>Utilities</td> <td style="text-align: right;">_____</td> </tr> <tr> <td>OM Savings</td> <td style="text-align: right;">- ( )</td> </tr> <tr> <td style="text-align: right;"><b>TOTAL</b></td> <td style="text-align: right;"><b>\$194,000.00</b></td> </tr> </table>	Personnel	_____	Contractual	\$194,000.00	Materials/Supplies	_____	Equipment	_____	Utilities	_____	OM Savings	- ( )	<b>TOTAL</b>	<b>\$194,000.00</b>
1. Planning/Design/Engineering	_____																										
2. Legal\Grant Administration	\$194,000.00																										
3. Property Acquisition	_____																										
4. Construction	_____																										
5. Equipment/Furniture	_____																										
<b>TOTAL</b>	<b>\$0.00</b>																										
Personnel	_____																										
Contractual	\$194,000.00																										
Materials/Supplies	_____																										
Equipment	_____																										
Utilities	_____																										
OM Savings	- ( )																										
<b>TOTAL</b>	<b>\$194,000.00</b>																										

EXPENDITURE SCHEDULE:	USE OF FUNDS		SOURCE OF FUNDS					
	(Reference Cost Item #)	County	County		Grant		Other	
			Fund	\$	Grantor	\$	Source	\$
FY 19	2	_____	_____	State	13,000.00	_____	_____	
FY 20	2	_____	_____	State	89,000.00	_____	_____	
FY 21	2	_____	_____	State	92,000.00	_____	_____	
FY ____	1 Year OM	_____	_____	_____	_____	_____	_____	

**ADMINISTRATIVE REVIEW:**

**Finance Review:**  
Date: \_\_\_\_\_ Finance Director Signature \_\_\_\_\_ Comments(Page 2)

**Legal Review:**  
Date: \_\_\_\_\_ County Counsel Signature \_\_\_\_\_ Comments(Page 2 )

**HR Review**  
Date: \_\_\_\_\_ HR Director Signature \_\_\_\_\_ Comments(Page 2)

**IT Review**  
Date: \_\_\_\_\_ IT Director Signature \_\_\_\_\_ Comments(Page 2)

**General Services Review:**  
Date: \_\_\_\_\_ General Ser. Director Signature \_\_\_\_\_ Comments(Page 2)

**ADMINISTRATIVE COMMENTS**

***FINANCE REVIEW:***

*Date:* \_\_\_\_\_ *By:*

***GENERAL SERVICES REVIEW:***

*Date:* \_\_\_\_\_ *By:*

***IT REVIEW:***

*Date:* \_\_\_\_\_ *By:*

***HR REVIEW:***

*Date:* \_\_\_\_\_ *By:*

***LEGAL REVIEW:***

*Date:* \_\_\_\_\_ *By:*

## COLUMBIA COUNTY PROJECT REQUEST FORM

<b>Department:</b> <u>Transit</u> <b>Submitted by:</b> <u>Todd M. Wood</u> <b>Date:</b> <u>3/29/2018</u> <b>Director Signature</b> _____	<b>Type of Project:</b> <input type="radio"/> Capital Project * <input checked="" type="radio"/> Non-Capital Project <b>Project Duration:</b> <b>START:</b> <u>7/1/2019</u> <b>END:</b> <u>6/30/2021</u> <b>Note: If the project includes new personnel, attach a completed Personnel Request Form.</b>
---	--

**Project Name:** Increased Portland Medical

**General Description of Project:** (Use Additional Sheets As Necessary)  
 This project will increase the number of trips from Columbia County to Portland Metros Major Hospitals from twice per month to once per week. This will allow more access more often to needed medical services that are not currently available in Columbia County. This project is 100% funded by State Transportation improvement funds.

**Need/Justification for Project:** (Use Additional Sheets As Necessary)  
 Portland Medical serves our elderly and disabled population and allows them to access critical Doctors and Hospitals located in Portland Metro

**Relationship to Adopted Budget, Plans or Policy:** (Use Additional Sheets As Necessary)  
 Currently in our 2020 budget.

<b>PROJECT COSTS:</b> 1. Planning/Design/Engineering _____ 2. Legal\Grant Administration <u>\$51,000.00</u> 3. Property Acquisition _____ 4. Construction _____ 5. Equipment/Furniture _____  <div style="text-align: right;"> <b>TOTAL</b> <u>\$0.00</u> </div>	<b>OPERATION/MAINTENANCE(OM) IMPACT</b> Personnel _____ Contractual <u>\$51,000.00</u> Materials/Supplies _____ Equipment _____ Utilities _____ OM Savings - <span style="border: 1px solid red; border-radius: 50%; padding: 2px;">_____</span>  <div style="text-align: right;"> <b>TOTAL</b> <u>\$51,000.00</u> </div>
---	---

<b>EXPENDITURE SCHEDULE:</b>	USE OF FUNDS		SOURCE OF FUNDS					
	(Reference Cost Item #)	County	County		Grant		Other	
		Fund	\$	Grantor	\$	Source	\$	
FY 20 \$ 25,000.00	2	_____	_____	State	25,000.00	_____	_____	
FY 21 \$ 26,000.00	2	_____	_____	State	26,000.00	_____	_____	
FY _____ \$ _____	_____	_____	_____	_____	_____	_____	_____	
FY _____ \$ _____	1 Year OM	_____	_____	_____	_____	_____	_____	

**ADMINISTRATIVE REVIEW:**

**Finance Review:**  
 Date: \_\_\_\_\_ Finance Director Signature \_\_\_\_\_ Comments(Page 2)

**Legal Review:**  
 Date: \_\_\_\_\_ County Counsel Signature \_\_\_\_\_ Comments(Page 2)

**HR Review**  
 Date: \_\_\_\_\_ HR Director Signature \_\_\_\_\_ Comments(Page 2)

**IT Review**  
 Date: \_\_\_\_\_ IT Director Signature \_\_\_\_\_ Comments(Page 2)

**General Services Review:**  
 Date: \_\_\_\_\_ General Ser. Director Signature \_\_\_\_\_ Comments(Page 2)

**ADMINISTRATIVE COMMENTS**

**FINANCE REVIEW:**

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

**GENERAL SERVICES REVIEW:**

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

**IT REVIEW:**

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

**HR REVIEW:**

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

**LEGAL REVIEW:**

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



**COLUMBIA COUNTY PROJECT REQUEST FORM**

<p><b>Department:</b> <u>Transit</u></p> <p><b>Submitted by:</b> <u>Todd M. Wood</u></p> <p><b>Date:</b> <u>3/29/2018</u></p> <p><b>Director Signature</b> _____</p>	<p><b>Type of Project:</b></p> <p><input type="radio"/> Capital Project *</p> <p><input checked="" type="radio"/> Non-Capital Project</p> <p><b>Project Duration:</b></p> <p><b>START:</b> <u>7/1/2019</u> <b>END:</b> <u>6/30/2021</u></p> <p><b>Note: If the project includes new personnel, attach a completed Personnel Request Form.</b></p>
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**Project Name:** Increased Line 3 Flex

**General Description of Project:** (Use Additional Sheets As Necessary)

This project will expand the existing flex service that runs between st Helens and Scappoose by providing an additional five trips per day with enhanced routing and some reverse service that will reduce wait times between buses.

**Need/Justification for Project:**(Use Additional Sheets As Necessary)

The flex is the St Helens / Scappoose Circulator. It allows local residents to connect with local business and services. This will allow additional service times.

**Relationship to Adopted Budget, Plans or Policy:** (Use Additional Sheets As Necessary)

Currently in our 2020 budget.

<p><b>PROJECT COSTS:</b></p> <table style="width:100%;"> <tr><td>1. Planning/Design/Engineering</td><td>_____</td></tr> <tr><td>2. Legal\Grant Administration</td><td><u>\$382,000.00</u></td></tr> <tr><td>3. Property Acquisition</td><td>_____</td></tr> <tr><td>4.Construction</td><td>_____</td></tr> <tr><td>5.Equipment/Furniture</td><td>_____</td></tr> <tr><td><b>TOTAL</b></td><td><u>\$0.00</u></td></tr> </table>	1. Planning/Design/Engineering	_____	2. Legal\Grant Administration	<u>\$382,000.00</u>	3. Property Acquisition	_____	4.Construction	_____	5.Equipment/Furniture	_____	<b>TOTAL</b>	<u>\$0.00</u>	<p><b>OPERATION/MAINTENANCE(OM) IMPACT</b></p> <table style="width:100%;"> <tr><td>Personnel</td><td>_____</td></tr> <tr><td>Contractual</td><td><u>\$382,000.00</u></td></tr> <tr><td>Materials/Supplies</td><td>_____</td></tr> <tr><td>Equipment</td><td>_____</td></tr> <tr><td>Utilities</td><td>_____</td></tr> <tr><td>OM Savings</td><td><u>- ( )</u></td></tr> <tr><td><b>TOTAL</b></td><td><u>\$382,000.00</u></td></tr> </table>	Personnel	_____	Contractual	<u>\$382,000.00</u>	Materials/Supplies	_____	Equipment	_____	Utilities	_____	OM Savings	<u>- ( )</u>	<b>TOTAL</b>	<u>\$382,000.00</u>
1. Planning/Design/Engineering	_____																										
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Equipment	_____																										
Utilities	_____																										
OM Savings	<u>- ( )</u>																										
<b>TOTAL</b>	<u>\$382,000.00</u>																										

<b>EXPENDITURE SCHEDULE:</b>	<b>USE OF FUNDS</b> (Reference Cost Item #)	<b>SOURCE OF FUNDS</b>					
		<b>County</b>		<b>Grant</b>		<b>Other</b>	
		<b>Fund</b>	<b>\$</b>	<b>Grantor</b>	<b>\$</b>	<b>Source</b>	<b>\$</b>
FY 20	\$ 188,000.00	2	_____	_____	State	188,000.00	_____
FY 21	\$ 194,000.00	2	_____	_____	State	194,000.00	_____
FY _____	\$ _____	_____	_____	_____	_____	_____	_____
FY _____	\$ _____	1 Year OM	_____	_____	_____	_____	_____

**ADMINISTRATIVE REVIEW:**

**Finance Review:**  
Date: \_\_\_\_\_ Finance Director Signature \_\_\_\_\_ Comments(Page 2)

**Legal Review:**  
Date: \_\_\_\_\_ County Counsel Signature \_\_\_\_\_ Comments(Page 2 )

**HR Review**  
Date: \_\_\_\_\_ HR Director Signature \_\_\_\_\_ Comments(Page 2)

**IT Review**  
Date: \_\_\_\_\_ IT Director Signature \_\_\_\_\_ Comments(Page 2)

**General Services Review:**  
Date: \_\_\_\_\_ General Ser. Director Signature \_\_\_\_\_ Comments(Page 2)

**ADMINISTRATIVE COMMENTS**

**FINANCE REVIEW:**

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

**GENERAL SERVICES REVIEW:**

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

**IT REVIEW:**

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

**HR REVIEW:**

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

**LEGAL REVIEW:**

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

## COLUMBIA COUNTY PROJECT REQUEST FORM

<b>Department:</b> <u>Transit</u> <b>Submitted by:</b> <u>Todd M. Wood</u> <b>Date:</b> <u>3/29/2018</u> <b>Director Signature</b> _____	<b>Type of Project:</b> <input type="radio"/> Capital Project * <input checked="" type="radio"/> Non-Capital Project <b>Project Duration:</b> <b>START:</b> <u>7/1/2019</u> <b>END:</b> <u>6/30/2021</u> <b>Note: If the project includes new personnel, attach a completed Personnel Request Form.</b>
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**Project Name:** Increased Dial-A-Ride

**General Description of Project:** (Use Additional Sheets As Necessary)  
 The Project will add an additional five hours per day of Dial-a Ride service to Columbia County. Dial - a Ride Service. Currently dial a ride service offers service for elder, disabled and those otherwise unable to use transit options to meet life needs. This project is 100% funded by State Transportation improvement funds.

**Need/Justification for Project:**(Use Additional Sheets As Necessary)  
 Dial-a-Ride serves our elderly and disabled population and allows them to access critical resources such as Doctors, Stores etc.

**Relationship to Adopted Budget, Plans or Policy:** (Use Additional Sheets As Necessary)  
 Currently in our 2020 budget.

<b>PROJECT COSTS:</b> 1. Planning/Design/Engineering _____ 2. Legal\Grant Administration <u>\$248,000.00</u> 3. Property Acquisition _____ 4. Construction _____ 5. Equipment/Furniture _____  <div style="text-align: right;"> <b>TOTAL</b> <u>\$0.00</u> </div>	<b>OPERATION/MAINTENANCE(OM) IMPACT</b> Personnel _____ Contractual <u>\$248,000.00</u> Materials/Supplies _____ Equipment _____ Utilities _____ OM Savings - <span style="border: 1px solid red; border-radius: 50%; padding: 2px;"> </span>  <div style="text-align: right;"> <b>TOTAL</b> <u>\$248,000.00</u> </div>
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EXPENDITURE SCHEDULE:	USE OF FUNDS		SOURCE OF FUNDS					
	(Reference Cost Item #)	County	County		Grant		Other	
			Fund	\$	Grantor	\$	Source	\$
FY 20	\$ 122,000.00	2	_____	_____	State	122,000.00	_____	_____
FY 21	\$ 126,000.00	2	_____	_____	State	126,000.00	_____	_____
FY _____	\$ _____	_____	_____	_____	_____	_____	_____	_____
FY _____	\$ _____	1 Year OM	_____	_____	_____	_____	_____	_____

**ADMINISTRATIVE REVIEW:**

**Finance Review:**  
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**ADMINISTRATIVE COMMENTS**

**FINANCE REVIEW:**

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

**GENERAL SERVICES REVIEW:**

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

**IT REVIEW:**

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

**HR REVIEW:**

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

**LEGAL REVIEW:**

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