

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

BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON

Wednesday, June 12, 2019

10:00 a.m. – Room 308

BOARD MEETING AGENDA

CALL TO ORDER/FLAG SALUTE

MINUTES:

- June 5, 2019 Board Meeting
- June 5, 2019 Work Session

VISITOR COMMENTS – 5 MINUTE LIMIT

MATTER(S):

11:00 a.m. Annual Inspection of the Columbia County Jail

CONSENT AGENDA:

- A. Ratify the Select to Pay for 06.10.19.

AGREEMENTS/CONTRACTS/AMENDMENTS:

- B. Ratify C29-2019 – Special Public Works Fund Planning Project Financing Contract and authorize the Chair to sign.
- C. Authorized Signature Card for Cash Payments for Special Public Works Fund Planning Project Financing Contract for Rainier Flood Damage Reduction System Project No. A18009.
- D. C90-2019- Purchase and Sale Agreement by and between Glen Murray II and Annalee Murray, CO-Trustees of the Murray Revocable Living Trust and Columbia County, “In the Matter of Conveying Certain Real Property in

Scappoose, Oregon, Tax Map ID No. 4N2W27-DC-00600 and Tax Account No. 8207.”

- E. C91-2019 - Purchase and Sale Agreement by and between Joshua Kaine Marsh and Columbia County, “In the Matter of Conveying Certain Real Property in Rainier, Oregon, Tax Map ID No. 6N2W16-AO-0082 and Tax Account No. 21275
- F. Order 36-2019, “In the Matter of Conveying Certain Real Property in Rainier, Oregon, to Joshua Kaine Marsh, Tax Map ID No. 6N2W16-AO00082 and Tax Account No. 21275”.
- G. Quitclaim Deed in the Matter of Conveying Certain Real Property in Rainier, Oregon, to Joshua Kaine Marsh, Tax Map ID No. 6N2W16-AO00082 and Tax Account No. 21275 and authorize Chair to sign.
- H. Approve Letter of Agreement with the Federation of Parole & Probation Officers.
- I. C63-2018-9 – Amendment #9 to IGA #154105 with OHA and authorize the Chair to sign.

DISCUSSION ITEMS:

Cherie Moylan: Public Road Event Permit/Agreement for Columbia Century Challenge.
Todd Wood: C94-2019 – IGA with Tri-met for Surplus Buses

COMMISSIONER HEIMULLER COMMENTS:

COMMISSIONER MAGRUDER COMMENTS:

COMMISSIONER TARDIF 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.

SPECIAL PUBLIC WORKS FUND PLANNING PROJECT
FINANCING CONTRACT

Project Name: Rainier Flood Damage Reduction System

Project Number: A18009

This financing contract (“Contract”), dated as of the date the Contract is fully executed, is made by the State of Oregon, acting by and through its Oregon Infrastructure Finance Authority of the Oregon Business Development Department (“OBDD”), and Columbia County (“Recipient”) for financing of the project referred to above and described in Exhibit C (“Project”). This Contract becomes effective only when fully signed and approved as required by applicable law. Capitalized terms not defined in section 1 and elsewhere in the body of the Contract have the meanings assigned to them by Exhibit A.

This Contract includes the following exhibits, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

- Exhibit A General Definitions
- Exhibit B NOT APPLICABLE
- Exhibit C Project Description
- Exhibit D Project Budget

SECTION 1 - KEY TERMS

The following capitalized terms have the meanings assigned below.

“Estimated Project Cost” means \$295,000.

“Grant Amount” means \$100,000.

“Loan Amount” means \$0.

“Project Closeout Deadline” means 90 days after the earlier of the Project Completion Date or the Project Completion Deadline.

“Project Completion Deadline” means 24 months after the date of this Contract.

SECTION 2 - FINANCIAL ASSISTANCE

Commitment. The OBDD shall provide Recipient, and Recipient shall accept from OBDD, financing for the Project as a grant in an aggregate amount not to exceed the Grant Amount (the “Grant”).

SECTION 3 - DISBURSEMENTS

- A. Reimbursement Basis. The Financing Proceeds will be disbursed to Recipient on an expense reimbursement or costs-incurred basis. The Recipient must submit each disbursement request for the Financing Proceeds on an OBDD-provided or OBDD-approved disbursement request form (“Disbursement Request”).
- B. Financing Availability. The OBDD’s obligation to make and Recipient’s right to request disbursements under this Contract terminates on the Project Closeout Deadline.

SECTION 4 - CONDITIONS PRECEDENT

- A. Conditions Precedent to OBDD's Obligations. The OBDD's obligations are subject to the receipt of the following items, in form and substance satisfactory to OBDD and its Counsel:
- (1) This Contract duly signed by an authorized officer of Recipient.
 - (2) Such other certificates, documents, opinions and information as OBDD may reasonably require.
- B. Conditions to Disbursements. As to any disbursement, OBDD has no obligation to disburse funds unless all following conditions are met:
- (1) There is no Default or Event of Default.
 - (2) The representations and warranties made in this Contract are true and correct on the date of disbursement as if made on such date.
 - (3) The OBDD, in the reasonable exercise of its administrative discretion, has sufficient moneys in the Fund for use in the Project and has sufficient funding, appropriations, limitations, allotments and other expenditure authority to make the disbursement.
 - (4) The Recipient delivers to OBDD an estimated schedule for Disbursement Requests covering anticipated number, submission dates, and amounts.
 - (5) The OBDD (a) has received a completed Disbursement Request, (b) has received any written evidence of materials and labor furnished to or work performed upon the Project, itemized receipts or invoices for payment, and releases, satisfactions or other signed statements or forms as OBDD may require, (c) is satisfied that all items listed in the Disbursement Request are reasonable and that the costs for labor and materials were incurred and are properly included in the Costs of the Project, and (d) has determined that the disbursement is only for costs defined as eligible costs under the Act and any implementing administrative rules and policies.
 - (6) The Recipient has delivered documentation satisfactory to OBDD that, in addition to the Financing Proceeds, Recipient has available or has obtained binding commitments for all funds necessary to complete the Project.
 - (7) Any conditions to disbursement elsewhere in this Contract are met.

SECTION 5 - USE OF FINANCIAL ASSISTANCE

- A. Use of Proceeds. The Recipient shall use the Financing Proceeds only for the activities described in Exhibit C and according to the budget in Exhibit D. The Recipient may not transfer Financing Proceeds among line items in the budget without the prior written consent of OBDD.
- B. Costs of the Project. The Recipient shall apply the Financing Proceeds to the Costs of the Project in accordance with the Act, and Oregon law as applicable. Financing Proceeds cannot be used for costs in excess of one hundred percent (100%) of the total Costs of the Project and cannot be used for pre-Award Costs of the Project, unless permitted by Exhibit C.
- C. Costs Paid for by Others. The Recipient may not use any of the Financing Proceeds to cover costs to be paid for by other financing for the Project from another State of Oregon agency or any third party.

SECTION 6 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

The Recipient represents and warrants to OBDD:

- A. Estimated Project Cost, Funds for Repayment. A reasonable estimate of the Costs of the Project is shown in section 1, and the Project is fully funded.
- B. Organization and Authority.
- (1) The Recipient is a Municipality under the Act, and validly organized and existing under the laws of the State of Oregon.
 - (2) The Recipient has all necessary right, power and authority under its organizational documents and under Oregon law to (a) execute and deliver this Contract, (b) incur and perform its obligations under this Contract, and (c) receive financing for the Project.
 - (3) This Contract has been duly executed by Recipient, and when executed by OBDD, is legal, valid and binding, and enforceable in accordance with their terms.
 - (4) This Contract executed and delivered by Recipient has been authorized by an ordinance, order or resolution of Recipient's governing body, and voter approval, if necessary, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings.
- C. Full Disclosure. The Recipient has disclosed in writing to OBDD all facts that materially adversely affect the Project, or the ability of Recipient to perform all obligations required by this Contract. The Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Contract is true and accurate in all respects.
- D. Pending Litigation. The Recipient has disclosed in writing to OBDD all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Recipient to perform all obligations required by this Contract.
- E. No Defaults.
- (1) No Defaults or Events of Default exist or occur upon authorization, execution or delivery of this Contract.
 - (2) The Recipient has not violated, and has not received notice of any claimed violation of, any agreement or instrument to which it is a party or by which the Project or its property may be bound, that would materially adversely affect the Project or the ability of Recipient to perform all obligations required by this Contract.
- F. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Contract will not: (i) cause a breach of any agreement to which Recipient is a party or by which the Project or any of its property or assets may be bound; (ii) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or (iii) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient, the Project or its properties or operations.

SECTION 7 - COVENANTS OF RECIPIENT

The Recipient covenants as follows:

- A. Notice of Adverse Change. The Recipient shall promptly notify OBDD of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient or the Project related to the ability of Recipient to perform all obligations required by this Contract.
- B. Compliance with Laws. The Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Contract, the Project and the operation of the levee system to which the Project is associated. In particular, but without limitation, Recipient shall comply with the following, as applicable:
- (1) State procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C.
 - (2) OAR 123-042-0165 (5) requirements for signs and notifications.
- These laws, rules, regulations and orders are incorporated by reference in this Contract to the extent required by law.
- C. Project Completion Obligations. The Recipient shall:
- (1) When procuring professional consulting services, provide OBDD with copies of all solicitations at least 10 days before advertising, and all contracts at least 10 days before signing.
 - (2) Complete the Project using its own fiscal resources or money from other sources to pay for any Costs of the Project in excess of the total amount of financial assistance provided pursuant to this Contract.
 - (3) Complete the Project no later than the Project Completion Deadline, unless otherwise permitted by the OBDD in writing.
 - (4) No later than the Project Closeout Deadline, Recipient must deliver to OBDD an electronic copy of the final report.
 - (5) No later than the Project Closeout Deadline, provide OBDD with a final project completion report on a form provided by OBDD, including Recipient's certification that the Project is complete, all payments are made, and no further disbursements are needed; provided however, for the purposes of this Contract, OBDD will be the final judge of the Project's completion.
- D. NOT APPLICABLE.
- E. Inspections; Information. The Recipient shall permit OBDD and any party designated by OBDD: (i) to inspect, at any reasonable time, the property, if any, constituting the Project; and (ii) at any reasonable time, to inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters, and financial statements or other documents related to its financial standing. The Recipient shall supply any related reports and information as OBDD may reasonably require.
- F. Records Maintenance. Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract, the Project or the Financing Proceeds for a minimum of six years, or such longer period as may be required by other provisions of this Contract or applicable law, following the Project Closeout Deadline. If there are unresolved issues at the end of such period, Recipient shall retain the books, documents, papers and records until the issues are resolved.

- G. Economic Benefit Data. The OBDD may require Recipient to submit specific data on the economic development benefits of the Project and other information to evaluate the success and economic impact of the Project, from the date of this Contract until six years after the Project Completion Date. The Recipient shall, at its own expense, prepare and submit the data within the time specified by OBDD.
- H. Disadvantaged Business Enterprises. ORS 200.090 requires all public agencies to “aggressively pursue a policy of providing opportunities for disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans owned and emerging small businesses...” The OBDD encourages Recipient in any contracting activity to follow good faith efforts as described in ORS 200.045, available at https://www.oregonlegislature.gov/bills_laws/ors/ors200.html. Additional resources are provided by the Governor’s Policy Advisor for Economic and Business Equity. Also, the Certification Office for Business Inclusion and Diversity at the Oregon Business Development Department maintains a list of certified firms and can answer questions. Search for certified MWESB firms on the web at: <https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp>.
- I. Professional Responsibility. A professional engineer or architect, as applicable, registered and in good standing in Oregon, will be responsible for any construction design for the Project. All service providers retained for their professional expertise must be certified, licensed, or registered, as appropriate, in the State of Oregon for their specialty.
- J. Notice of Default. The Recipient shall give OBDD prompt written notice of any Default as soon as any senior administrative or financial officer of Recipient becomes aware of its existence or reasonably believes a Default is likely.
- K. Indemnity. To the extent authorized by law, Recipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless OBDD and its officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorneys’ fees incurred related to any actual or alleged act or omission by Recipient, or its employees, agents or contractors; however, the provisions of this section are not to be construed as a waiver of any defense or limitation on damages provided for under Chapter 30 of the Oregon Revised Statutes or under the laws of the United States or other laws of the State of Oregon.
- L. NOT APPLICABLE
- M. Exclusion of Interest from Federal Gross Income and Compliance with Code.
- (1) The Recipient shall not take any action or omit to take any action that would result in the loss of the exclusion of the interest on any Lottery Bonds from gross income for purposes of federal income taxation, as governed by Section 103(a) of the Code. OBDD may decline to disburse the Financing Proceeds if it finds that the federal tax exemption of the Lottery Bonds cannot be assured.
 - (2) The Recipient shall not take any action (including but not limited to the execution of a management agreement for the operation of the Project) or omit to take any action that would cause any Lottery Bonds to be “private activity bonds” within the meaning of Section 141(a) of the Code. Accordingly, unless Recipient receives the prior written approval of OBDD, Recipient shall not permit in excess of ten percent (10%) of either (a) the Financing Proceeds or (b) the Project financed or refinanced with the Financing Proceeds to be directly or indirectly used in any manner that would constitute “private business use” within the meaning of Section 141(b)(6) of the Code, including not permitting more than one half of any permitted private business use to be “disproportionate related business use” or private business use unrelated to the government use of the Financing Proceeds. Unless Recipient receives the prior written approval of OBDD, Recipient shall not directly or indirectly use any of the Financing Proceeds to make or finance

loans to persons other than governmental units, as that term is used in Section 141(c) of the Code.

- (3) The Recipient shall not directly or indirectly use or permit the use of any of the Financing Proceeds or any other funds, or take any action or omit to take any action, which would cause any Lottery Bonds to be “arbitrage bonds” within the meaning of Section 148(a) of the Code.
- (4) The Recipient shall not cause any Lottery Bonds to be treated as “federally guaranteed” for purposes of Section 149(b) of the Code, as may be modified in any applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the Department of the Treasury or the Internal Revenue Service with respect to “federally guaranteed” obligations described in Section 149(b) of the Code. For purposes of this paragraph, any Lottery Bonds will be treated as “federally guaranteed” if: (a) all or any portion of the principal or interest is or will be guaranteed directly or indirectly by the United States of America or any agency or instrumentality thereof, or (b) five percent (5%) or more of the proceeds of the Lottery Bonds will be (i) used in making loans if the payment of principal or interest is guaranteed in whole or in part by the United States of America or any agency or instrumentality thereof, or (ii) invested directly or indirectly in federally insured deposits or accounts, and (c) none of the exceptions described in Section 149(b)(3) of the Code apply.
- (5) The Recipient shall assist OBDD to ensure that all required amounts are rebated to the United States of America pursuant to Section 148(f) of the Code. The Recipient shall pay to OBDD such amounts as may be directed by OBDD to satisfy the requirements of Section 148(f) applicable to the portion of the proceeds of any tax-exempt bonds, including any Financing Proceeds or other amounts held in a reserve fund. The Recipient further shall reimburse OBDD for the portion of any expenses it incurs related to the Project that is necessary to satisfy the requirements of Section 148(f) of the Code.
- (6) Upon OBDD’s request, Recipient shall furnish written information regarding its investments and use of Financing Proceeds, and of any facilities financed or refinanced therewith, including providing OBDD with any information and documentation that OBDD reasonably determines is necessary to comply with the arbitrage and private use restrictions that apply to the Lottery Bonds.
- (7) Notwithstanding anything to the contrary, so long as is necessary to maintain the exclusion from gross income for purposes of federal income taxation of interest on any Lottery Bonds, the covenants contained in this subsection will survive the Project, including the application of any unexpended Financing Proceeds. The Recipient acknowledges that the Project may be funded with proceeds of the Lottery Bonds and that failure to comply with the requirements of this subsection could adversely affect any exclusion of the interest on the Lottery Bonds from gross income for federal income tax purposes.
- (8) Neither Recipient nor any related party to Recipient, within the meaning of 26 C.F.R. §1.150-1(b), shall purchase any Lottery Bonds, from which proceeds were used to finance the Project, in an amount related to the amount of the Grant.

SECTION 8 - DEFAULTS

Any of the following constitutes an “Event of Default”:

- A. Any false or misleading representation is made by or on behalf of Recipient in this Contract or in any document provided by Recipient related to the Project or in regard to compliance with the requirements of Section 103 and Sections 141 through 150 of the Code.
- B. (1) A petition, proceeding or case is filed by or against Recipient under any federal or state bankruptcy or insolvency law, and in the case of a petition filed against Recipient, Recipient acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal;
- (2) The Recipient files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, liquidation, dissolution, winding-up or composition or adjustment of debts;
- (3) The Recipient becomes insolvent or bankrupt or admits its inability to pay its debts as they become due, or makes an assignment for the benefit of its creditors;
- (4) The Recipient applies for or consents to the appointment of, or taking of possession by, a custodian (including, without limitation, a receiver, liquidator or trustee) of Recipient or any substantial portion of its property; or
- (5) The Recipient takes any action for the purpose of effecting any of the above.
- C. The Recipient fails to perform any obligation required under this Contract, other than those referred to in subsections A through B of this section 8, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by OBDD. The OBDD may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

SECTION 9 - REMEDIES

- A. Remedies. Upon any Event of Default, OBDD may pursue any or all remedies in this Contract and any other remedies available at law or in equity to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to:
 - (1) Terminating OBDD’s commitment and obligation to make the Grant or disbursements under the Contract.
 - (2) Barring Recipient from applying for future awards.
 - (3) Withholding amounts otherwise due to Recipient for application to the payment of amounts due under this Contract, including as provided in ORS 285B.449; however, this provision is not to be construed in a way that Recipient’s obligations would constitute debt that violates Section 10, Article XI of the Oregon Constitution.
- B. Application of Moneys. Any moneys collected by OBDD pursuant to section 9.A will be applied first, to pay any attorneys’ fees and other fees and expenses incurred by OBDD; then, as applicable, to repay any Grant proceeds owed; and last to pay any other amounts due and payable under this Contract.

- C. No Remedy Exclusive; Waiver; Notice. No remedy available to OBDD is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Contract will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. The OBDD is not required to provide any notice in order to exercise any right or remedy, other than notice required in section 8 of this Contract.
- D. Default by OBDD. In the event OBDD defaults on any obligation in this Contract, Recipient's remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of OBDD's obligations.

SECTION 10 - MISCELLANEOUS

- A. Time is of the Essence. The Recipient agrees that time is of the essence under this Contract.
- B. Relationship of Parties; Successors and Assigns; No Third Party Beneficiaries.
- (1) The parties agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.
 - (2) Nothing in this Contract gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.
 - (3) This Contract will be binding upon and inure to the benefit of OBDD, Recipient, and their respective successors and permitted assigns.
 - (4) The Recipient may not assign or transfer any of its rights or obligations or any interest in this Contract without the prior written consent of OBDD. The OBDD may grant, withhold or impose conditions on such consent in its sole discretion. In the event of an assignment, Recipient shall pay, or cause to be paid to OBDD, any fees or costs incurred because of such assignment, including but not limited to attorneys' fees of OBDD's Counsel and Bond Counsel. Any approved assignment is not to be construed as creating any obligation of OBDD beyond those in this Contract, nor does assignment relieve Recipient of any of its duties or obligations under this Contract.
 - (5) The Recipient hereby approves and consents to any assignment, sale or transfer of this Contract that OBDD deems to be necessary.
- C. Disclaimer of Warranties; Limitation of Liability. The Recipient agrees that:
- (1) The OBDD makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the Project or any portion of the Project, or any other warranty or representation.
 - (2) In no event are OBDD or its agents liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Contract or the existence, furnishing, functioning or use of the Project.

D. Notices. All notices to be given under this Contract must be in writing and addressed as shown below, or to other addresses that either party may hereafter indicate pursuant to this section 10.D. Notices may only be delivered by personal delivery or mailed, postage prepaid. Any such notice is effective five calendar days after mailing, or upon actual delivery if personally delivered.

If to OBDD: Assistant Director, Economic Development
Oregon Business Development Department
775 Summer Street NE Suite 200
Salem OR 97301-1280

If to Recipient: Director, Land Development Services Department
Columbia County
230 Strand St Rm 105
Saint Helens OR 97051-2040

E. No Construction against Drafter. This Contract is to be construed as if the parties drafted it jointly.

F. Severability. If any term or condition of this Contract is declared by a court of competent jurisdiction as illegal, invalid or unenforceable, that holding will not invalidate or otherwise affect any other provision.

G. Amendments, Waivers. This Contract may not be amended without the prior written consent of OBDD (and when required, the Department of Justice) and Recipient. This Contract may not be amended in a manner that is not in compliance with the Act. No waiver or consent is effective unless in writing and executed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.

H. Attorneys' Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract is entitled to recover its reasonable attorneys' fees and costs at trial and on appeal. Reasonable attorneys' fees cannot exceed the rate charged to OBDD by its attorneys.

I. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

J. Integration. This Contract (including all exhibits, schedules or attachments) constitute the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.

K. Execution in Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

The Recipient, by its signature below, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.



STATE OF OREGON
acting by and through its
Oregon Infrastructure Finance Authority
of the Business Development Department



COLUMBIA COUNTY

By: _____
Chris Cummings, Assistant Director
Economic Development

By: _____
Margaret C. Magruder, Chair

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

Not Required per OAR 137-045-0030

EXHIBIT A - GENERAL DEFINITIONS

As used in this Contract, the following terms have the meanings below.

“Act” means ORS 285B.410 through 285B.482, as amended.

“Award” means the award of financial assistance to Recipient by OBDD dated 23 May 2018.

“C.F.R.” means the Code of Federal Regulations.

“Code” means the Internal Revenue Code of 1986, as amended, including any implementing regulations and any administrative or judicial interpretations.

“Costs of the Project” means Recipient’s actual costs (including any financing costs properly allocable to the Project) that are (a) reasonable, necessary and directly related to the Project, (b) permitted by generally accepted accounting principles to be Costs of the Project, and (c) are eligible or permitted uses of the Financing Proceeds under applicable state or federal statute and rule.

“Counsel” means an attorney at law or firm of attorneys at law duly admitted to practice law before the highest court of any state, who may be of counsel to, or an employee of, OBDD or Recipient.

“Default” means an event which, with notice or lapse of time or both, would become an Event of Default.

“Financing Proceeds” means the proceeds of the Grant.

“Lottery Bonds” means any bonds issued by the State of Oregon that are special obligations of the State of Oregon payable from unobligated net lottery proceeds, the interest on which is exempt from federal income taxation, together with any refunding bonds, used to finance or refinance the Project through the initial funding or refinancing of all or a portion of the Grant.

“Municipality” means any entity described in ORS 285B.410(9).

“ORS” means the Oregon Revised Statutes.

“Project Completion Date” means the date on which Recipient completes the Project.

EXHIBIT C - PROJECT DESCRIPTION

The Recipient shall ensure the following work is completed:

Contract with the US Army Corps of Engineers (USACE) to complete the following work:

1. Complete field inspection of levee system components.
2. Estimate flood damage reduction benefit provided by the levee system using HEC FDA model.
3. Conduct wave overtopping analysis.
4. Review interior drainage analysis completed by private engineering consultant.
5. Evaluation of failure modes including erosion, erosion protection and erosion rates.
6. Evaluation of foundation and levee stability; seepage; effectiveness of gravity drains , closure structures and toe drains; corrosion of drain pipes, bearing capacity, settlement and overtopping performance.
7. Mechanical evaluation of pump station.
8. Electrical evaluation of pump station.

9. Evaluation of operation and maintenance plan.
10. Evaluation of emergency response plan.
11. Evaluation of as-built plans.
12. Prepare levee system evaluation report and letter of recommendation to Rainier Water Improvement District.

Contract with a private engineering consultant to conduct an interior drainage analysis with the following tasks:

1. Field Reconnaissance, Data Collection, and Kickoff Meeting.
2. Collect District boundary information.
3. Collect historic flood information, rainfall data, and other information regarding flood control / storm water management facilities (e.g., pump stations) that would affect the conditions of interior flooding.
4. Collect available LiDAR information for the RDIC service area and other contributing drainage areas.
5. Review operation and maintenance manuals or other available information that provide insight into how the RDIC manages flood risk.
6. Conduct field survey.
7. Conduct a rainfall-runoff analysis of the interior drainage system for all areas contributing to the interior of the RDIC levee using the Hydrologic Engineering Center’s (HEC) Hydrologic Model System (HMS).
8. Conduct a hydraulic analysis of the RDIC interior drainage system using the USACE’s HEC’s River Analysis System (RAS).
9. Complete flood inundation mapping based on the interior drainage analysis.
10. Prepare technical report to document the objectives, methods, data, and results of the work.

EXHIBIT D - PROJECT BUDGET

	OBDD Funds	Other / Matching Funds
Activity	Approved Budget	Approved Budget
Design / Engineering	\$100,000	\$150,000
Contingency	0	45,000
Total	\$100,000	\$195,000

Authorized Signature Card for Cash Payments on Oregon Business Development Department Awards

Recipient	Project Number
Signatures of Delegated Authorized Individuals to Request Payments (Two signatures are required to request disbursement of funds)	
_____ Typed Name and Title (1) a _____ Signature (Highest Elected Official must not sign here)	_____ Typed Name and Title (1) b _____ Signature (Highest Elected Official must not sign here)
Additional Signatures (if desired)	
_____ Typed Name and Title (1) c _____ Signature (Highest Elected Official must not sign here)	_____ Typed Name and Title (1) d _____ Signature (Highest Elected Official must not sign here)
I certify that the signatures above are of the individuals authorized to draw funds for the cited project. _____ Typed Name, Title and Date (2) _____ Signature of Highest Elected Official or duly authorized official for the Recipient (Must not be listed in item (1) a through (1) d above)	Agency Use Only: Date Received:

Oregon Business Development Department/Authorized Signature Card

Preparation of the Authorized Signature Card Form: If a mistake is made, or a change is necessary during the preparation of the signature card form, please prepare a new form, since erasures or corrections of any kind will not be acceptable. If you want to change individuals authorized to draw funds from the project, then please submit a new signature card. Any updated signature card will replace the previous one, so please be sure to include the names of all authorized individuals.

Item # Explanation

- (1) a-d Type the names and titles, and provide the signatures of the officials of your organization who are authorized to make draws on project funds. (Note: **Two** signatures are required. We recommend showing three or four signatures to allow adequate signature coverage.)
- (2) Enter the typed name, title, date and signature of the Highest Elected Official, or other official duly authorized by the governing body of the Recipient, certifying the authenticity of the signatures of individuals listed in Item (1) a through (1) d. The person signing here **must not be listed in Item (1) a through d.**
- (3) Leave blank—Oregon Business Development Department will sign here.

Complete one form and return it to: Oregon Business Development Department
 775 SUMMER ST NE STE 200
 SALEM OR 97301-1280

Agreement #154105



**NINTH AMENDMENT TO OREGON HEALTH AUTHORITY
2018-2019 INTERGOVERNMENTAL AGREEMENT FOR THE
FINANCING OF PUBLIC HEALTH SERVICES**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to dhs-oha.publicationrequest@state.or.us or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This Ninth Amendment to Oregon Health Authority 2018-2019 Intergovernmental Agreement for the Financing of Public Health Services, effective February 1, 2018, and restated July 1, 2018 (as amended the "Agreement"), is between the State of Oregon acting by and through its Oregon Health Authority ("OHA") and Columbia County, acting by and through its ("LPHA"), the entity designated, pursuant to ORS 431.003, as the Local Public Health Authority for Columbia County.

RECITALS

WHEREAS, OHA and LPHA wish to modify the Fiscal Year 2019 (FY19) Financial Assistance Award set forth in Exhibit C of the Agreement.

WHEREAS, OHA and LPHA wish to modify the Exhibit J information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200.

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows

AGREEMENT

1. Section 1 of Exhibit C entitled "Financial Assistance Award" of the Agreement for FY19 is hereby superseded and replaced in its entirety by Attachment A attached hereto and incorporated herein by this reference. Attachment A must be read in conjunction with Section 3 of Exhibit C as restated July 1, 2018, entitled "Explanation of Financial Assistance Award" of the Agreement.
2. Exhibit J "Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200" is amended to add to the federal award information datasheet as set forth in Attachment B, attached hereto and incorporated herein by this reference.
3. LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 2 of Exhibit E of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
4. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
5. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
6. The parties expressly ratify the Agreement as herein amended.
7. This Amendment may be executed in any number of 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 Amendment so executed shall constitute an original.

8. This Amendment becomes effective on the date of the last signature below.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below their respective signatures.

9. Signatures.

By: _____
Name: /for/ Lillian Shirley, BSN, MPH, MPA
Title: Public Health Director
Date: _____

COLUMBIA COUNTY LOCAL PUBLIC HEALTH AUTHORITY

By: _____
Name: _____
Title: _____
Date: _____

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Agreement form group-approved by D. Kevin Carlson, Assistant Attorney General, Tax and Finance Section, General Counsel Division, Oregon Department of Justice by email on August 16, 2018, copy of email approval in Agreement file.

REVIEWED BY OHA PUBLIC HEALTH ADMINISTRATION

By: _____
Name: Derrick Clark (or designee)
Title: Program Support Manager
Date: _____

**Attachment A
Financial Assistance Award (FY19)**

State of Oregon Oregon Health Authority Public Health Division			Page 1 of 2	
1) Grantee Name: Columbia County		2) Issue Date April 10, 2019		This Action AMENDMENT FY 2019
Street: 230 Strand Street City: St. Helens State: OR Zip Code: 97051		3) Award Period From July 1, 2018 Through June 30, 2019		
4) OHA Public Health Funds Approved				
	Program	Award Balance	Increase/ (Decrease)	New Award Bal
PE01	State Support for Public Health	60,523	0	60,523
PE12	Public Health Emergency Preparedness and Response (PHEP)	87,414		87,414
PE13	Tobacco Prevention and Education Program (TPEP)	69,274		69,274
PE42-01	MCAH Title V CAH (FY18-19)	8,587		8,587
PE42-02	MCAH Title V Flexible Funds (FY18-19)	20,035		20,035
PE42-03	MCAH Perinatal General Funds & Title XIX	2,836		2,836
PE42-04	MCAH Babies First! General Funds	9,060		9,060
PE42-06	MCAH General Funds & Title XIX	5,320		5,320
PE43	Public Health Practice (PHP) - Immunization Services (Vendors)	15,812		15,812
PE44-01	SBHC Base	281,600		281,600
PE44-02	SBHC - Mental Health Expansion	151,500		151,500
PE46	RH Community Participation & Assurance of Access	12,864		12,864
PE46-01	RH Community Participation & Assurance of Access - (April-June)	0	4,130	4,130
PE50	Safe Drinking Water (SDW) Program (Vendors)	46,934		46,934
		771,759	4,130	775,889
5) Foot Notes:				
PE12	1	02/2019 Footnote: Funding being added to all LPHAs for the purpose of sending staff to Oregon Prepared Workshop in March, 2019 and OR-EPI in April 2019.		
PE42-01	1	For all MCH funds: Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid).		
PE42-01	2	Funds for the MCH Title V programs: Flexible funds, Child & Adolescent Health, and Oregon MothersCare for the period 7/1/18 – 9/30/18 must be spent by 9/30/18.		

State of Oregon Oregon Health Authority Public Health Division	Page 2 of 2
---	-------------

1) Grantee Name: Columbia County Street: 230 Strand Street City: St. Helens State: OR Zip Code: 97051	2) Issue Date April 10, 2019	This Action AMENDMENT FY 2019
3) Award Period From July 1, 2018 Through June 30, 2019		

4) OHA Public Health Funds Approved			
Program	Award Balance	Increase/ (Decrease)	New Award Bal
PE42-02 1			For all MCH funds: Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid).
PE42-02 2			Funds for the MCH Title V programs: Flexible funds, Child & Adolescent Health, and Oregon MothersCare for the period 7/1/18 – 9/30/18 must be spent by 9/30/18.
PE42-03 1			Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid).
PE42-04 1			For all MCH funds: Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid).
PE42-06 1			For all MCH funds: Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid).
PE43 1			All Award Must be Spent by the End of June 30, 2019
PE43 2			Immunization Special Payments is Funded by State General Fund and Matched dollar for Dollar with Federal Medicaid Match.
PE46-01 1			Award period is April 1, 2019 through June 30, 2019. Fund must be expended by June 30, 2019

6) Comments:

PE42-01 \$2,147 must be spent from 7/1/18 to 9/30/18. \$6,440 must be spent from 10/1/18 to 6/30/19.

PE42-02 \$5,009 must be spent from 7/1/18 to 9/30/18. 15,026 must be spent from 10/1/18 to 6/30/19.

PE44-01 PE44-01 Additional Funding Award 03-2019

PE46 \$2,251 for period 7/1/18 to 8/31/18. Remaining award for 9/1/18 to 3/31/19

PE50 \$4,224 must be spent from 7/1/18 to 9/30/18. \$12,672 must be spent from 10/1/18 to 6/30/19. (for portion of award with federal funding source CFDA 66.432)

PE50 2/15/19: Remove prior comments regarding funding limitations and dates.

7) Capital outlay Requested in this Action:
 Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.

PROGRAM	ITEM DESCRIPTION	COST	PROG APPROV

Attachment B
Information required by CFR Subtitle B with guidance at 2 CFR Part 200

PE46-01: RH Community Participation & Assurance of Access (April - June 2019)
Funding Information Table

Federal Award Identification Number (FAIN):	1 FHPA006442-01-00
Federal Award Date:	4/1/2019
Performance Period:	4/1/19 - 3/31/20
Federal Awarding Agency:	DHHS/OPA
CFDA Number:	93.217
CFDA Name:	Family Planning Services
Total Federal Award:	\$3,100,000
Project Description:	Oregon Reproductive
Awarding Official:	Mr. Reyna Jesus
Indirect Cost Rate:	17.15%
Research and Development (Y/N):	No

PCA: 52822

INDEX: 50333

Agency/Contractor	DUNS	Amount
Columbia	936002288	\$4,130

PURCHASE AND SALE AGREEMENT

Dated: June 7, 2019

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

**AND GLEN MURRAY II AND ANNALEE MURRAY, CO-TRUSTEES OF THE
MURRAY REVOCABLE LIVING TRUST** (“Buyer”)

Collectively, the “Parties.”

RECITALS

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

WHEREAS, on October 8, 2012, pursuant to that General Judgment, Seller acquired foreclosed real property, including that certain parcel of land situated in Scappoose, Oregon, having Tax Map ID No. 4N2W27-DC-00600 and Tax Account No. 8207 (the “Property”), by deed recorded as document number 2012-007738 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 May 22, 2019, with a minimum bid of \$25,340.00, 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 \$4,000.00, an amount exceeding 15% of the 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 \$4,145.00 (the "Purchase Price"), which includes the \$145.00 Administrative Fee required by the County.
2. **Agreement and Purchase Deposit Delivery.** On or before June 13, 2019, Buyer will deliver a signed Agreement to the County at the address provided herein, along with \$4,145.00, in the form of cash, cashier's check or money order made payable to Columbia County, 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 any 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 Purchase Price to Buyer in full within a reasonable period of time, excluding any non-refundable amount set forth in Section 2, herein.
 - 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 Purchase Price 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 Purchase Price shall be returned to Buyer, less any non-refundable amount set forth in Section 2, herein.
8. Closing of Sale. Buyer and Seller intend to close the sale on or before close of business on July 31, 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:

Glenn Murray II and Annalee
Murray, Co-Trustees of the Murray
Revocable Living Trust
31586 Deane Dr.
Scappoose, OR 97056
Email: grm97056@centurytel.net
Phone: 503-543-7941

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's Representations and Warranties. Buyer's 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 is 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."

"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:

MURRAY REVOCABLE LIVING TRUST



Glenn Murray II, Co-Trustee



Annalee Murray, Co-Trustee

Date: 6/7/19

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

Map

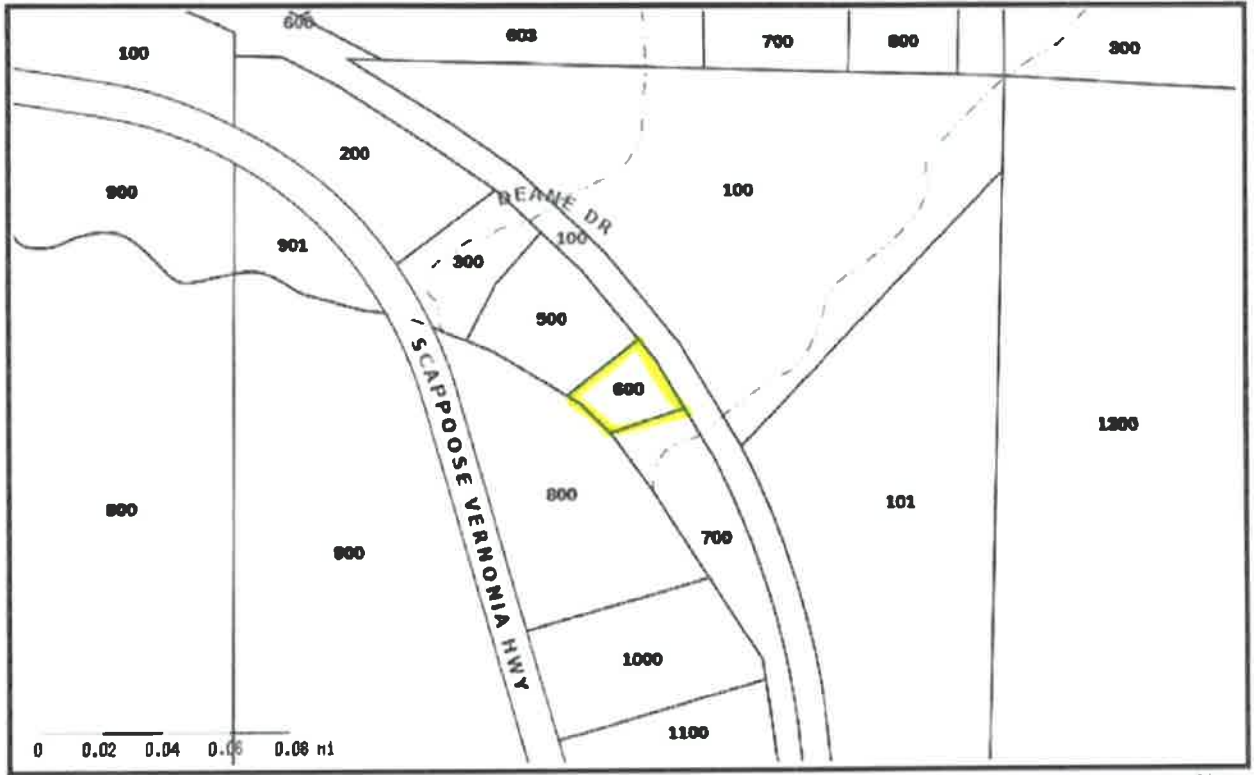


EXHIBIT B**AFTER RECORDING, RETURN TO GRANTEE:**

Glenn Murray II and Annalee Murray, Co-Trustees
MURRAY REVOCABLE LIVING TRUST
31586 Deane Drive
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 GLENN MURRAY II AND ANNALEE MURRAY AS CO-TRUSTEES OF THE MURRAY REVOCABLE LIVING TRUST, 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. 4N2W27-DC-00600 and Tax Account No. 8207, and more particularly described on Exhibit A hereto.

The true and actual consideration for this conveyance is \$4,145.00.

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. 35-2019 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 No 4N2W27-DC-00600 and
Tax Account No. 8207

Beginning at a point which is South 218.4 feet and East 448.0 feet from the Northwest corner of the Southwest quarter of the Southeast quarter of Section 27, Township 4 North, Range 2 West, Willamette Meridian, Columbia County, Oregon; thence following the Southwesterly right of way of the Crown Zellerbach Road South 56°26' East 6.2 feet and South 47°49' East 196.2 feet and South 40°21' East 150.0 feet to the true point of beginning; thence continuing along said right of way, South 40°21' East a distance of 46.8 feet; thence South 31°52' East a distance of 95.5 feet; thence leaving said right of way, South 70°20' West a distance of 132.6 feet to the center of Scappoose Creek; thence following the center of said Scappoose Creek, North 47°13' West a distance of 72.6 feet; thence North 59°48' West a distance of 24.7 feet; thence leaving said center of Scappoose Creek, North 50°00' East a distance of 155.06 feet to the point of beginning.

Also the nonexclusive easements granted to Jerome E. Thain as described by Parcels 2 and 3 in Deed Book 179 at page 994.

PURCHASE AND SALE AGREEMENTDated: June 6, 2019, 2019

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

AND Joshua Kaine Marsh ("Buyer")

Collectively, the "Parties."

RECITALS

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

WHEREAS, on October 21, 2015, pursuant to that General Judgment, Seller acquired foreclosed real property, including that certain parcel of land situated in Rainier, Oregon, having Tax Map ID No. 6N2W16-AO-0082 and Tax Account No. 21275 (the "Property"), by deed recorded as document number 2015-008939 in the Columbia County deed records; and

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

WHEREAS, the County offered the Property for sale at auction on May 22, 2019, with a minimum bid of \$22,632.00, 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 \$8,200.00, an amount exceeding 15% of the 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 \$8,345.00 (the "Purchase Price"), which includes the \$145.00 Administrative Fee required by the County.
2. Agreement and Purchase Deposit Delivery. On or before June 13, 2019, Buyer will deliver a signed Agreement to the County at the address provided herein, along with \$834.50, 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 July 31, 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:

Joshua Kaine Marsh
30829 Beaver Homes Rd.
Rainier, OR 97048
Email: joshmarsh6969@gmail.com
Phone: 503-707-7462

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's Representations and Warranties. Buyer's 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 is 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."

"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:



Joshua Kaine Marsh

Date: 06/6/19

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. 21275
Map

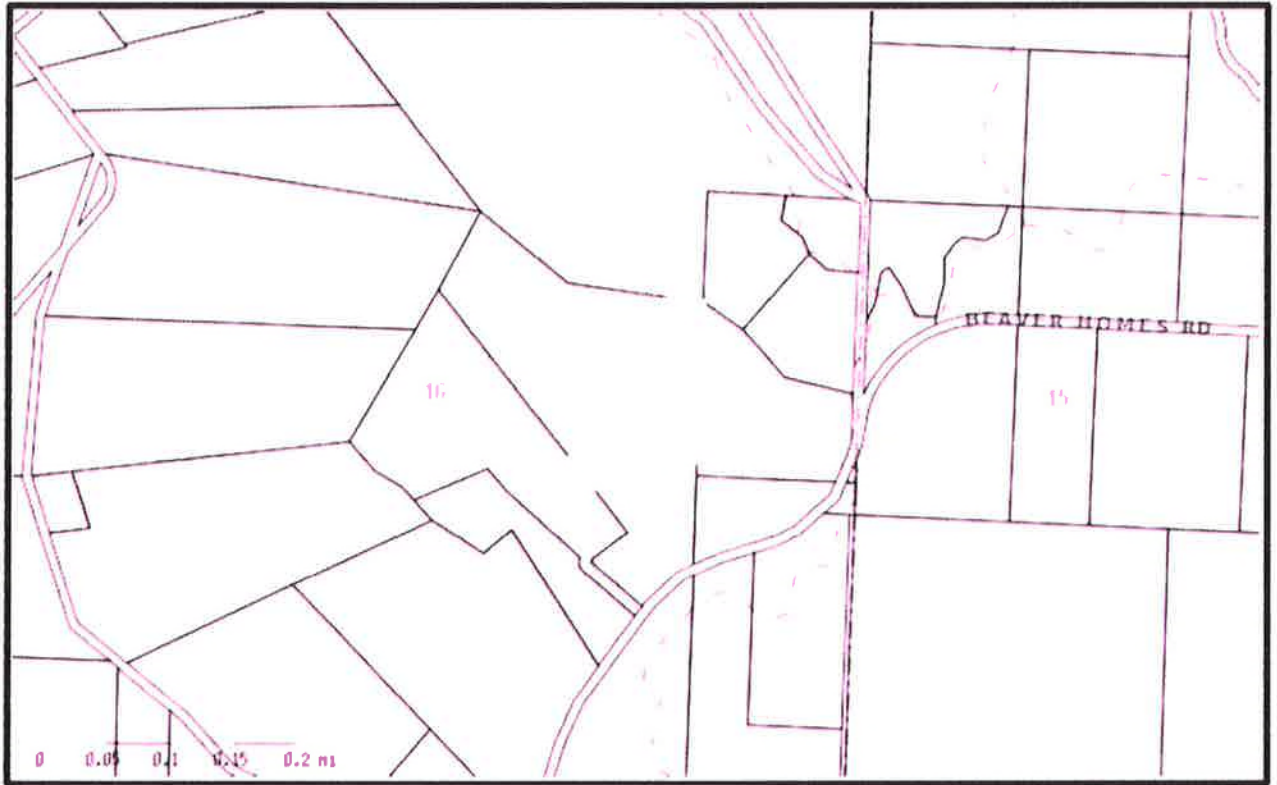


EXHIBIT B**AFTER RECORDING, RETURN TO GRANTEE:**

Joshua Kaine Marsh
30829 Beaver Homes Road
Rainier, OR 97048

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 Joshua Kaine Marsh, 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. 6N2W16-AO-0082 and Tax Account No. 21275, and more particularly described on Exhibit A hereto.

The true and actual consideration for this conveyance is \$8,345.00.

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. 36-2019 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 6N2W16-AO-0082 and
Tax Account No. 21275

A portion of Tract 102, Beaver Homes - Section 3, Section 16, Township 6 North, Range 2 West, Willamette Meridian, Columbia County, Oregon, described as follows:

Beginning at the most Northerly corner of said Lot 102; thence South $28^{\circ}57'$ West, along the West line of said Lot 102, a distance of 305 feet, more or less, to the most Northerly corner of that tract described in Contract to Kenneth W. Allen, et ux, in Book 176, page 961, Deed Records, Columbia County, Oregon; thence South $39^{\circ}16'30''$ East along the Northeasterly line of said Allen tract, 1188.26 feet to the Northwesterly corner of that tract described in deed to Mark G. Cooksey, et ux, in Book 210, page 219, Deed Records of Columbia County, Oregon; thence North $72^{\circ}29'$ East, along the North line of said Cooksey tract, 427.65 feet to a point on the East line of said Lot 102; thence North $0^{\circ}39'30''$ East, along said East line, 665 feet, more or less, to the most Southerly corner of Lot 104, Beaver Homes; thence North $85^{\circ}33'$ West, 540 feet to a point; thence North $53^{\circ}14'$ West, 466 feet to the true point of beginning.

EXCEPT THEREFROM that portion conveyed to Jenniy and Kevin Laine, recorded December 7, 1994 as Fee Number 94-11531 and deed recorded December 14, 1994 as Fee Number 94-11730, Records of Columbia County, Oregon.

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE TRI-COUNTY
METROPOLITAN TRANSPORTATION DISTRICT OF OREGON (TRIMET)
AND COLUMBIA COUNTY (COLUMBIA)**

VEHICLE TITLE TRANSFER

Contract No. GO190820GS

This Vehicle Title Transfer Intergovernmental Agreement (Agreement) is entered into on the date last executed below, between the Tri-County Metropolitan Transportation District of Oregon (“TriMet”) and Columbia County, a political subdivision of the State of Oregon, by and through its Transit Department, CC Rider (“Columbia”), herein also referred to as the “Parties” or individually as a “Party.”

RECITALS

WHEREAS, TriMet and Columbia respectively are public bodies under the laws of the State of Oregon and have statutory authority to enter into this Agreement; and

WHEREAS, Columbia operates a public transportation service known as CC Rider in St. Helens, Columbia County, Oregon, which also conveys passengers to and from locations within the TriMet service area, including the Portland metropolitan area and Washington and Multnomah counties; and

WHEREAS, Columbia desires to obtain two additional buses to serve as backup transportation from time to time when its current buses are temporarily out of service for maintenance and repair; and

WHEREAS, TriMet owns two serviceable Buses identified as Bus #2249 and Bus #2261 (also referred to as the “Buses”), which it originally acquired with Federal Transit Administration grant funds, and which TriMet wishes to transfer to Columbia’s ownership and which Columbia wishes to acquire; and

WHEREAS, under the Federal Transit Administration (FTA) standards (Circular 5010.1E), the useful life of a bus may be reached when it has at least twelve years in transit revenue service or has been driven at least 500,000 miles in transit revenue service, whichever comes first, and the unit value at the time of disposition is less than \$5,000, after which the FTA’s interest in rolling stock acquired with federal funds terminates; and

WHEREAS, Bus #2249 and Bus #2261 have been operated by TriMet in revenue service for 21 years and for more than 500,000 miles, which is past TriMet’s threshold of optimal asset utilization for its buses of 16 years and 500,000, as well as beyond the FTA standard for useful life for large, heavy-duty transit buses; and

WHEREAS, TriMet has determined that the fair market value for Bus #2249 is approximately \$2,000, and the fair market value for Bus #2261 is approximately \$2,000; and

WHEREAS, TriMet wishes to retire Bus #2249 and Bus #2261 from TriMet service and transfer their ownership to Columbia, and Columbia wishes to acquire both from TriMet, and the Parties wish to enter into this Agreement to transfer the possession and title of TriMet's retired Bus #2249 and Bus #2261 to Columbia for use in its transit system;

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, TriMet and Columbia hereby covenant and agree as follows:

AGREEMENTS

1. Buses to be Transferred. The incorporated and attached Exhibit A identifies retired Bus #2249 and Bus #2261, as the two Buses subject to this title transfer Agreement.

2. Release of Buses and Transfer of Titles. Upon and after the effective date of this Agreement, TriMet shall deliver to Columbia the Oregon Department of Motor Vehicle titles to each of the subject Buses and shall release the Buses to Columbia's authorized agent, at a time and location mutually designated by the Parties.

3. Conditions. As a condition TriMet's delivery of the title and release of the Buses, Columbia shall execute and provide to TriMet the Confirmation of Delivery/Acceptance set forth as Exhibit B, and arrange for its authorized agent to take possession of each Bus and the title to each at the designated time and location. Columbia agrees and covenants to execute all documents presented by TriMet, or that are otherwise necessary to complete the transfer of title and registration of the Buses so that they may be incorporated into Columbia's CC Rider bus fleet.

4. Buses and Equipment Transferred "AS IS". COLUMBIA UNDERSTANDS AND AGREES THAT IT RECEIVES AND THAT TRIMET TRANSFERS THE BUSES AND ANY EQUIPMENT RELATED THERETO "AS-IS," AND THAT TRIMET MAKES NO WARRANTY EITHER EXPRESSLY OR IMPLIEDLY CONCERNING THE BUSES OR ANY EQUIPMENT RELATED THERETO, OR ANY PART OR ACCESSORY THEREOF, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF ANY NATURE INCLUDING ANY WARRANTY OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5. Liability. Columbia hereby releases TriMet from any liability with respect to transfer of the possession and title to the Vehicle pursuant to this Agreement. To the fullest extent of applicable law, Columbia shall hold harmless, defend and indemnify, TriMet, its directors, officers, employees and agents from and against all claims and liability of whatsoever nature and any costs or expenses related thereto, including but not limited to all claims and liability arising out of or in connection with the design, construction, condition or operation of the Buses and any related equipment, and all use of and activities conducted with the Buses and related equipment. The obligation of Columbia under this Agreement shall survive any expiration or termination of this Agreement and the delivery/acceptance of the Buses and title thereto by Columbia.

6. Notices. All notices or communications required or otherwise provided for under this Agreement shall be in writing and shall be sufficient if addressed and mailed by first class mail or e-mailed with follow-up first class mail, as follows:

To TriMet: Tri-County Metropolitan Transportation District of Oregon
Mike Rushfeldt, Purchasing Manager
4400 SE 17th Avenue, Mailstop PC
Portland, Oregon 97202-4709
Email: rushfeldm@trimet.org

To Columbia: Columbia County Transit Department
Todd Wood
CC Rider Transit Program Administrator
St. Helens Transit Center
Deer Island Road
St. Helens, Oregon 97317
Email: todd.wood@co.columbia.or.us

The Parties may change the notice address from time to time by giving the other Party written notice of the change as provided in this section.

7. Amendments. This Agreement may not be changed, modified or altered, except by a written amendment executed by the Parties.

8. Waiver of Breach. No waiver of breach of any provision of this Agreement shall operate as a waiver of any subsequent breach of the same or any other provision.

9. Subcontractors and Assignment. Columbia shall not assign or subcontract any of its rights or responsibilities under this Agreement without obtaining TriMet's prior written consent; and any attempted assignment or subcontract without the written consent of TriMet shall be void. Any assignment or subcontract by Columbia of any of its responsibilities with respect to this Agreement shall not relieve Columbia of any of its responsibilities under this Agreement.

10. No Third Party Beneficiary. TriMet and Columbia are the only Parties to this Agreement, and as such are exclusively the only Parties entitled to enforce its terms. Nothing in this Agreement gives or shall be construed to give or provide any legal right or benefit, direct, indirect, or otherwise, to any other parties.

11. Termination. This Agreement may be terminated at any time by mutual consent of the parties. Prior to the delivery of the Vehicle and transfer of its title, either party may terminate this Agreement by providing thirty (30) days' advance written notice to the other party. Such termination shall be without liability or obligation on the part of the terminating party.

12. Governing Law; Venue. This Agreement is governed by and shall be construed in accordance with the laws of the State of Oregon. Any actions under this Agreement shall be brought in the Circuit Court of Multnomah County or the United States District Court of Oregon

in Portland, Oregon. In any such legal action, each Party shall bear its own costs and attorney fees.

13. Authority. The individuals signing below represent and warrant that they have authority to bind the Party for which they sign.

14. Integration. This Agreement includes the entire agreement of the Parties, and supersedes any prior discussions or agreements regarding transfer of the subject Buses.

Columbia County

By: _____

Name: Henry Heimuller
Title: Chair, Columbia County Board of Commissioners

Date: _____

Approved as to form

By: _____
Office of County Counsel

Tri-County Metropolitan Transportation District of Oregon (TriMet)

By: _____

Name: Cara Fitzpatrick
Title: Director, Financial Services

Date: _____

EXHIBIT A

Contract No. GO190820GS

Buses Subject to Title Transfer

Bus #2249

Vehicle Year, Make and Model: One (1) 40-foot, 1998 New Flyer D40LF diesel low floor
Vehicle Type: 40-Foot Passenger Bus #2249
Vehicle Identification Number: VIN #5FYD2LP01WU018818

Bus #2261

Vehicle Year, Make and Model: One (1) 40-foot, 1998 New Flyer D40LF diesel low floor
Vehicle Type: 40-Foot Passenger Bus #2261
Vehicle Identification Number: VIN #5FYD2LP08WU019111

EXHIBIT B

Contract No. GO190820GS

**Columbia Confirmation of Delivery/Acceptance of Vehicle
and Oregon Department of Motor Vehicle Title**

Bus #2249

Vehicle Year, Make and Model: One (1) 40-foot, 1998 New Flyer D40LF diesel low floor
Vehicle Type: 40-Foot Passenger Bus #2249
Vehicle Identification Number: VIN #5FYD2LP01WU018818

Bus #2261

Vehicle Year, Make and Model: One (1) 40-foot, 1998 New Flyer D40LF diesel low floor
Vehicle Type: 40-Foot Passenger Bus #2261
Vehicle Identification Number: VIN #5FYD2LP08WU019111

Columbia, through its undersigned authorized agent, hereby acknowledges that Columbia has taken delivery and accepted the above-designated Buses and their respective Oregon Department of Motor Vehicle Titles on the date stated below.

All terms and conditions of Intergovernmental Agreement No. GO190820GS apply.

Columbia Authorized Agent Signature: _____

By: Todd Wood

Title: CC Rider Transit Program Administrator

Date: _____

LETTER OF AGREEMENT

This Agreement is made and entered into by Columbia County, hereinafter referred to as the ACounty@, and the Federation of Parole and Probation Officers, hereinafter referred to as the AUnion@.

WHEREAS, the Columbia County Health Benefits Committee has recommended changes to the County=s medical coverage for a two year period, effective August 1, 2019 through July 31, 2021; and

WHEREAS, the County and Union desire to implement the Health Care Benefits Committee recommendation through July 31, 2021;

NOW, THEREFORE, the County and Union agree as follows:

Medical Insurance. Effective August 1, 2019, the County will provide Kaiser Permanente Traditional HMO Custom Plan E, Kaiser Added Choice Plan DB and the Kaiser QHDHP High Deductible Plan \$1500/\$3000 or their substantial equivalents. The County will also provide benefit riders for durable medical equipment, vision and alternative care.

Effective August 1, 2019 through July 31, 2020, the County will pay monthly premiums for full time employees up to the maximum listed below. Monthly premium payments will be pro-rated for part-time employees.

County Paid Premium 2019-2020 Plan Year:	Traditional HMO	Added Choice	HSA/High Deductible
Employee	695.56	776.56	484.96
Employee + 1	1,599.79	1785.93	1,115.42
Family	1,878.01	2096.79	1,309.40

Effective August 1, 2020, the County shall pick up and pay the percentage increase in the above premiums up to a maximum of a 6% increase.

If, on or after August 1, 2019, monthly premiums exceed the amounts paid by the County, and the Health Insurance Committee is unable to make or have fully approved a recommendation to reduce the premiums, employees shall pay the difference between the actual premium charged for the employee=s coverage and the corresponding amounts indicated above.

Dental Insurance. The County will provide Principal Dental PPO Plan, Willamette Dental DHMO Plan and Kaiser Permanente Dental DMO Plan or their substantial equivalent.

Orthodontics. The County will provide an orthodontic option that pays 50 percent of incurred costs up to a maximum of \$1000 in a lifetime for eligible dependent children under eighteen (18) years of age.

Medical Savings Accounts. The County will offer employees an option to participate in a pre-tax cafeteria benefit plan for premium conversion, medical reimbursement and dependent care

expenses.

HRA/VEBA. Every August 1 through the term of this Agreement, the County shall fund VEBA accounts for eligible employees as follows:

	Employee Only	Two Party	Family
For employees on Kaiser Traditional HMO	\$150 per plan year	\$200 per plan year	\$250 per plan year
For employees on Kaiser Added Choice Plan	\$50 per plan year	\$75 per plan year	\$100 per plan year

F. HSA Deductible. For employees who choose the Kaiser HMO HSA Plan, the County shall pay the \$1500/\$3000 deductible into a health care spending account for the employee at the beginning of the plan year.

G. Physical Exams. The County will pay for all required job-related physical examinations, including drug screenings when required and not otherwise covered by insurance.

H. Open Enrollment. Employees will have the option to switch between health insurance plan, if more than one plan option exists, and sign up for or change their enrollment in the medical savings account during the designated open enrollment period each year.

This Letter of Agreement is effective on August 1, 2019 and shall terminate on July 31, 2021, or earlier if the parties agree to different coverage based on a recommendation from the Health Benefits Committee.

In witness whereof, County and Union have executed this Article on the 6th day of JUNE, 2019.

FOR THE UNION:
FEDERATION PAROLE/PROBATION
OFFICERS:

By: 
Ken Border, President

FOR THE COUNTY:

BOARD OF COMMISSIONERS:

By: _____
Henry Heimuller, Chair

By: _____
Margaret Magruder, Commissioner

By: _____
Alex Tardif, Commissioner

Approved as to form:

By: _____
County Counsel

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

In the Matter of Conveying Certain Real Property)
in Rainier, Oregon, to Joshua Kaine Marsh,)
Tax Map ID No. 6N2W16-AO-0082) ORDER NO. 36-2019
and Tax Account No. 21275)

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

WHEREAS, on October 21, 2015, pursuant to that General Judgment, Seller acquired foreclosed real property, including that certain parcel of land situated in Rainier, Oregon, having Tax Map ID No. 6N2W16-AO-0082 and Tax Account No. 21275 (the “Property”), by deed recorded as document number 2015-008939 in the Columbia County deed records; and

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

WHEREAS, the County offered the Property for sale at auction on May 22, 2019, with a minimum bid of \$22,632.00, 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 \$8,200.00, an amount exceeding 15% of the 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 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 Joshua Kaine Marsh, 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: _____
Henry Heimuller, Chair

By: _____
Office of County Counsel

By: _____
Margaret Magruder, Vice Chair

By: _____
Alex Tardif, Commissioner

EXHIBIT A

Tax Account No. 21275

Map

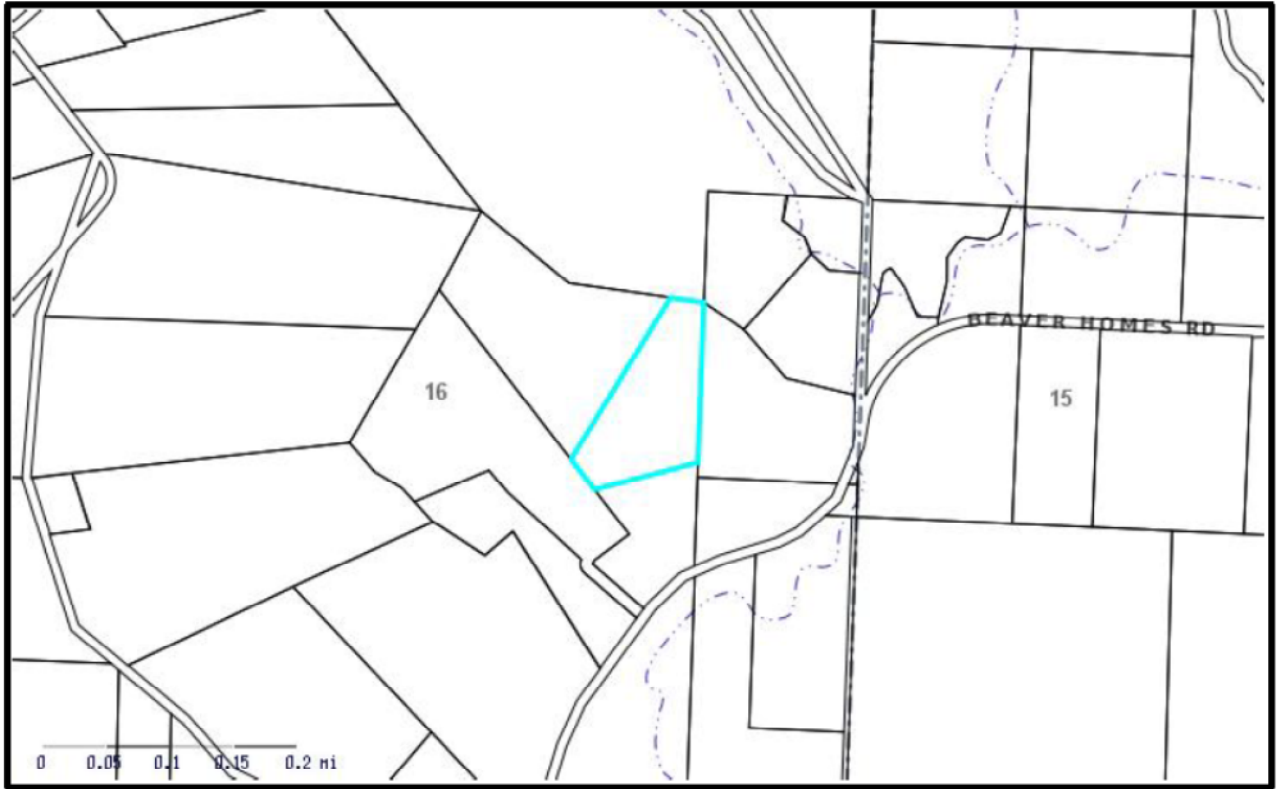


EXHIBIT B

AFTER RECORDING, RETURN TO GRANTEE:

Joshua Kaine Marsh
30829 Beaver Homes Road
Rainier, OR 97048

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 Joshua Kaine Marsh, 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. 6N2W16-AO-0082 and Tax Account No. 21275, and more particularly described on Exhibit A hereto.

The true and actual consideration for this conveyance is \$8,345.00.

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. 36-2019 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 6N2W16-AO-0082 and
Tax Account No. 21275


A portion of Tract 102, Beaver Homes - Section 3, Section 16, Township 6 North, Range 2 West, Willamette Meridian, Columbia County, Oregon, described as follows:

Beginning at the most Northerly corner of said Lot 102; thence South 28°57' West, along the West line of said Lot 102, a distance of 305 feet, more or less, to the most Northerly corner of that tract described in Contract to Kenneth W. Allen, et ux, in Book 176, page 961, Deed Records, Columbia County, Oregon; thence South 39°16'30" East along the Northeasterly line of said Allen tract, 1188.26 feet to the Northwesterly corner of that tract described in deed to Mark G. Cooksey, et ux, in Book 210, page 219, Deed Records of Columbia County, Oregon; thence North 72°29' East, along the North line of said Cooksey tract, 427.65 feet to a point on the East line of said Lot 102; thence North 0°39'30" East, along said East line, 665 feet, more or less, to the most Southerly corner of Lot 104, Beaver Homes; thence North 85°33' West, 540 feet to a point; thence North 53°14' West, 466 feet to the true point of beginning.

EXCEPT THEREFROM that portion conveyed to Jenniy and Kevin Laine, recorded December 7, 1994 as Fee Number 94-11531 and deed recorded December 14, 1994 as Fee Number 94-11730, Records of Columbia County, Oregon.



TO: **Columbia County Board of Commissioners**
Robin McIntyre, Asst. County Counsel
cc: Mike Russell (w/out attachments)

FROM: Cherie Moylan, Office Manager 

DATE: June 4, 2019

SUBJECT: 2019 (Barlow) Columbia Century Challenge

Columbia County received the attached application for a Public Road Event Permit for the Columbia Century Challenge Bike Ride 2019, to be conducted on Saturday, June 15, 2019. They are expecting approximately 250 bicyclists, with roughly 50 volunteers, and 2 support vehicles, and will be using City, County and State roads as listed below.

The event will start and finish from the Clatskanie City Park, located in Clatskanie. Start time will be at 6:00 a.m., with an anticipated end time of 9:00 p.m.

61.2 Mile Ride: Starts at Clatskanie City Park at approximately 6am; turn right onto Park Street; right onto NE 5th Street; left onto Cedar Grove Road; left to stay on Cedar Grove Road; continue straight onto Lost Creek Road; right onto US Hwy 30; slight right onto Old Rainier Road/Old US Hwy 30; continue onto Old Rainier Road; sharp right onto Larson Road; [rest stop at Hudson-Parcher County Park]; left onto Parkdale Road; right onto Townsend Road; sharp right onto Fernhill Road; right onto West C Street; right onto West 4th Street; slight left onto DeBast Road; slight right onto DeBast Road; left onto Fernhill Road; slight right onto Fernhill Road; left onto Lentz Road; continue on Lentz Road; sharp left onto Fernhill Road; slight left onto Fernhill Road; left onto Apiary Road; [rest stop at Schaffer Road/Apiary Road]; continue on Apiary Road; right onto OR Hwy 47; [rest stop at Mist Elementary School]; slight right onto Columbia River Hwy 30; left onto NE 5th Street; left onto Park Street; end at Clatskanie City Park at approximately 9pm.

97.6 Mile Ride: Starts at Clatskanie City Park at approximately 6am; turn right onto Park Street; right onto NE 5th Street; left onto Cedar Grove Road; left to stay on Cedar Grove Road; continue straight onto Lost Creek Road; right onto US Hwy 30; slight right onto Old Rainier Road/Old US Hwy 30; continue onto Old Rainier Road; sharp right onto Larson Road; [rest stop at Hudson-Parcher County Park]; left onto Parkdale Road; right onto Townsend Road; continue onto Fernhill Road; right onto West C Street; right onto East 5th Street; left onto East E Street; continue onto East F Street; right onto East 10th Street; continue onto Neer City Road; right onto Brownlee Road; Brownlee Road turns slightly right and becomes Beaver Springs Road; continue straight on Beaver Springs Road; right to stay on Beaver Springs Road; left onto Fernhill Road; left onto Apiary Road; [rest stop at Schaffer Road/Apiary Road]; continue on Apiary Road; left onto OR Hwy 47; right onto Stoney Point Road; slight left to stay on Stoney Point Road; continue

straight to stay on Stoney Point Road; left onto State Avenue; left onto Bridge Street/OR Hwy 47; right onto California Avenue; slight left onto Banks-Vernonia Trail; slight right to stay on Banks-Vernonia Trail; [rest stop at Vernonia Anderson Park]; slight right to continue on Banks-Vernonia Trail; left onto McDonald Road; slight right, continue onto Mist Drive/OR Hwy 47; [rest stop at Mist Elementary School]; slight right onto Columbia River Hwy 30; slight right towards Swedetown Road; left onto NE 5th Street; left onto Park Street; end at Clatskanie City Park at approximately 9pm.

Applicable Criteria:

The Columbia County Public Road Event Ordinance (Ordinance No. 2008-1, as amended), requires Board approval of public road events involving more than 25 vehicles, 50 bicycles, or 100 pedestrian participants. As this pedestrian event is expected to have more than 100 walkers and runners, Board approval is required.

Section 5 of the Ordinance provides, in part:

"A. Standards for Issuance. The Administrator or, in the event of a large event, the Board of County Commissioners, shall issue a permit conditioned upon the applicant's written agreement to comply with the terms of such permit **unless** the Administrator or Board of County Commissioners finds that:

1. The time, route and size of the public road event will disrupt to an unreasonable extent the movement of other traffic or will endanger the safety of participants or citizens, or cause a safety hazard other than traffic.
2. The public road event is of a size or nature that requires the diversion of too many law enforcement officers, public works employees or other personnel to properly control the public road event or that allowing the public road event would deny reasonable law enforcement or other emergency service protection to citizens of the County.
3. Such public road event will interfere with another public road event for which a permit has been issued.
4. The County Public Works Director determines the public road event would damage public roads."

Staff notified affected agencies and received the following comments:

(Please see Page 4.)

Paul Barlow is the event coordinator and has been an avid group ride leader for over 15 years and bike shop owner. This event has been very successful in the past, with no issues to report; therefore, staff recommends that the Board approve this permit.

Memo to BOC
(Barlow) Columbia Century Challenge
June 4, 2019
Page 3.

Recommended Motions:

Motion 1: Approve the public road event permit for the (Barlow) Columbia Century Challenge Bicycle Ride 2019.

Motion 2: Approve the Indemnity Agreement with the (Barlow) Columbia Century Challenge Bicycle Ride 2019 and authorize the chair to sign.

Attachments:

- Permit Application, dated March 16, 2019
- Indemnity Agreement, dated March 16, 2019
- Certificate of Liability Insurance, dated March 15, 2019, with Policy Conditions and Additional Insureds
- 2019 Course Plans and Route Instructions, along with Maps

/cm
Encl.

Staff notified affected agencies and received the following comments:

- County Sheriff's Office, Brian Pixley
- Columbia County Emergency Management, Steve Pegram
- State Police, Sgt. Luke Schwartz
- Casey Garrett, Forest, Parks & Rec. Director
- ODOT, Mark Buffington
- ODOT, Marsha Higgs
- St. Helens Police, Brian Greenway
- Columbia River Fire & Rescue, Mike Greisen
- St. Helens City Administrator, John Walsh
- St. Helens Public Works, Neal Sheppeard
- St. Helens Public Works, Sue Nelson
- St. Helens City Mayor, Rick Scholl
- Scappoose Police, Norman Miller
- Scappoose City Administrator, Michael Sykes
- Scappoose Public Works, Dave Sukau
- Rainier Police, Gregg Griffith
- Clatskanie Fire, Steve Sharek
- Clatskanie Fire, Bruce Holsey
- Clatskanie City Administrator, Gregory Hinkelman
- Columbia City Police, Mike McGlothlin
- Prescott Mayor, Lynette Oswald
- Mike Russell, Director, Road Dept. (info only)
- Lonny Welter, Transportation Planner (info only)
- Robin McIntyre, County Counsel (info only)
- Bill Goodwin, County Weighmaster (info only)
- Lara Marzilli, Columbia 9-1-1 (info only)
- Andrew Merila, State Police (info only)
- Shaun Brown, Emergency Management (info only)



PUBLIC ROAD EVENT PERMIT APPLICATION

(Please type or print clearly and submit with application fee of \$100 for small events, \$300 for large events [300 or more participants])

Date: 03/16/2019 _____

Name of Event: COLUMBIA CENTURY CHALLENGE _____

Sponsor: MULTIPLE _____

Type of Event: BICYCLE RIDE _____

Purpose of Event: UNITE COMMUNITIES THROUGH EDUCATION AND IMPROVE CYCLING INFRASTRUCTURE _____

Date of Event: _____ 06/15/2019 Beginning Time: 6 AM _____

Expected Number of Participants: _____ 250 Ending Time: 9 PM _____

Location of Assembly Area(s): START FINISH LINE CLATSKANIE CITY PARK _____

Assembly Beginning Time: 6 AM _____

Number of Volunteers _____ Number/Type of Support Vehicles 50 VOLUNTEERS AND TWO SUPPORT VEHICLES _____

Route: *Submit a map with the route clearly drawn. Indicate starting point, direction and ending point. Also include plans for rest stops, first aid stations, support vehicles, etc.*

Name of Applicant PAUL M BARLOW _____

Address 2448 COLUMBIA BLVD SAINT HELENS, OR 97051 _____

Work Phone _____ 503-397-4900 Home Phone _____ 971-563-8786 CELL NUMBER E-mail paul@barlowbikes.com _____

Contact Person (other than applicant) BILL BLANK _____

Address 53109 NW 12TH SCAPPOOSE OR 97056 _____

Work Phone _____ 503-730-7429 Home Phone _____ N/A E-mail blankfamily3@comcast.net _____

Chair/Race Director (for athletic events) PAUL M BARLOW _____

Address 2448 COLUMBIA BLVD SAINT HELENS, OR 97051 _____

Work Phone 503-397-4900 Home Phone _____ 971-563-8786 E-mail

paul@barlowbikes.com _____

Previous Experience RACE DIRECTOR PREVIOUS 3 EVENTS, BMX TRACK OPERATOR, BIKE SHOP OWNER _____

By signing this application, sponsor agrees to all terms and conditions set forth in the Public Road Event Ordinance, and any special conditions listed in the Permit, if this application is accepted and a Permit is issued by the County.

RETURN TO:

Columbia County Road Department
Cherie Moylan, Office Manager
CYCLE COLUMBIA COUNTY
1054 Oregon Street
St. Helens, Oregon 97051
503.366.3961 (O)
503.397.7215 (Fax)
cherie.moylan@co.columbia.or.us

(Name of Sponsor)

By: 

(Signature of Authorized Agent)

For Use By County: Permits/Public Events/Forms/Public Road Event Application

Application Received
Application Fee Paid \$ _____
Permit Issued _____

Insurance Certificate Received
Indemnity Agreement Signed
Deposit Received: \$ _____





Oregon

INDEMNITY AGREEMENT

Cherie Moylan, Office Manager
Columbia County Public Works
1054 Oregon Street
St. Helens, Oregon 97051
503.366.3961

Board of County Commissioners
Columbia County Courthouse
230 Strand, Room 331
St. Helens, Oregon 97051
503.397.4322

In consideration of the issuance of a permit by Columbia County for the Public Road Event known as the _____ to be held on _____, 2019, the undersigned sponsor/applicant for the event hereby agrees to indemnify, defend, save, and hold harmless Columbia County, its officers, agents and employees, and other affected public agencies, their officers, agents and employees (collectively, the Aindemnitees@) from all suits, actions, damages or claims to which the indemnitees may be subjected of any kind or nature whatsoever resulting from, caused by, and arising out of or as a consequence of such Public Road Event and the activities permitted in connection therewith.

Sponsor/applicant shall maintain commercial general liability and property damage insurance in an amount of not less than \$2 million per occurrence to protect indemnitees. Sponsor/applicant shall provide County a certificate or certificates of insurance in the amount described above, which names County, its officers, agents, and employees, and the affected public agencies, their officers, agents and employees as additional insureds. Such certificate or certificates shall be accompanied by an additional insured endorsement.

(Agency)
By: *[Signature]*
(Signature of Authorized Agent)

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____
Chair

Dated: 3-16-19

Dated: _____

RETURN TO:
Columbia County Public Works
Attn: Cherie Moylan
1054 Oregon Street
St. Helens, Oregon 97051
503.366.3961(O)
503.397.7215(Fax)
cherie.moylan@co.columbia.or.us

INSURANCE REQUIREMENTS

Before Columbia County can issue a permit for a public event, the sponsor must provide proof of public liability insurance, including property damage, covering all sponsor's activities, including volunteers, arising out of the event with a single limit policy of not less than \$2,000,000 covering all claims per occurrence.

The policy also shall bear the following endorsement:

"Without prejudice to coverage otherwise existing herein, Columbia County and all other affected public agencies, the Board of County Commissioners and the boards of other affected public agencies, their officers including the Columbia County Sheriff, agents and employees are included as additional insureds under this policy as to any claims or claims for injury to person, including death, or damage to property, resulting from or growing out of the activities of the named insured, including all volunteers, under the permit issued by the county for:

(Name of Event)

COLUMBIA CENTURY CHALLENGE

"It is understood and agreed that this policy shall not terminate or be canceled prior to the completion of the event without first giving 30 days written notice of intention to terminate or to cancel said policy to the county.

"Notwithstanding the naming of additional insureds, the said policy shall protect each insured in the same manner as though a separate policy had been issued to each; but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured."

A Certificate of evidence of such insurance, together with the above endorsement, shall be submitted to the County and shall be subject to the approval of the County Counsel on behalf of Columbia County as to the adequacy of protection.

SEND CERTIFICATE TO:

Columbia County Public Works
Attn: Cherie Moylan
1054 Oregon Street
St. Helens, Oregon 97051
503.366.3961 (O)
503.397.7215 (Fax)
cherie.moylan@co.columbia.or.us



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/15/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Will Maddux	
East Main Street Insurance Services, Inc.		PHONE (A/C, No, Ext): (530) 477-6521	FAX (A/C, No):
Will Maddux		E-MAIL ADDRESS: info@theeventhelper.com	
PO Box 1298		INSURER(S) AFFORDING COVERAGE	
Grass Valley CA 95945		INSURER A: Lloyds Syndicate 2623	NAIC # AA-1128623
INSURED		INSURER B: Lloyds Syndicate 623	AA-1126623
Cycle Columbia County		INSURER C:	
Paul Barlow		INSURER D:	
2448 Columbia Boulevard		INSURER E:	
Saint Helens OR 97051		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

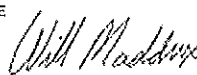
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	EH-771919-L1188180	06/15/2019 12:01 AM	06/16/2019 12:01 AM	EACH OCCURRENCE DAMAGE TO RENTED PREMISES \$ 2,000,000
	<input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					\$ 100,000
	Host Liquor Liability					MED EXP (Any one person) \$ 5,000
	Retail Liquor Liability					PERSONAL & ADV INJURY \$ 2,000,000
	GENL AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ INCLUDED
	OTHER:					Deductible \$ 1,000
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO					BODILY INJURY (Per person) \$
	OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY				PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB					EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> OCCUR				AGGREGATE \$
	DED	<input type="checkbox"/> CLAIMS-MADE				\$
	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>	N/A			E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder listed below is named as additional insured per attached CG 20 26 07 04.
Attendance: 300, Event Type: Bicycling - No Racing/Off-road.

CERTIFICATE HOLDER**CANCELLATION**

Columbia County Road Dept. Attn: Cherie Moylan 1054 Oregon Street Saint Helens OR 97051	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Columbia County Road Dept. Attn: Cherie Moylan 1054 Oregon Street Saint Helens, OR 97051
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

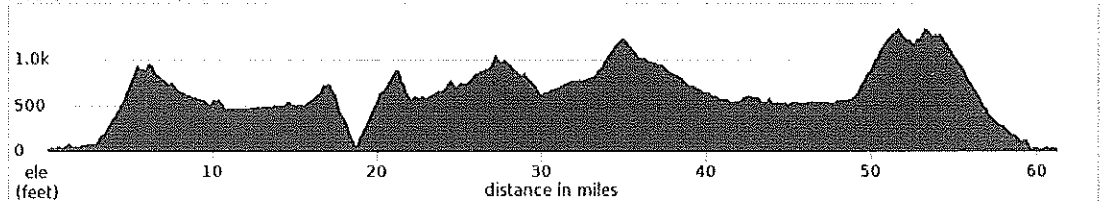
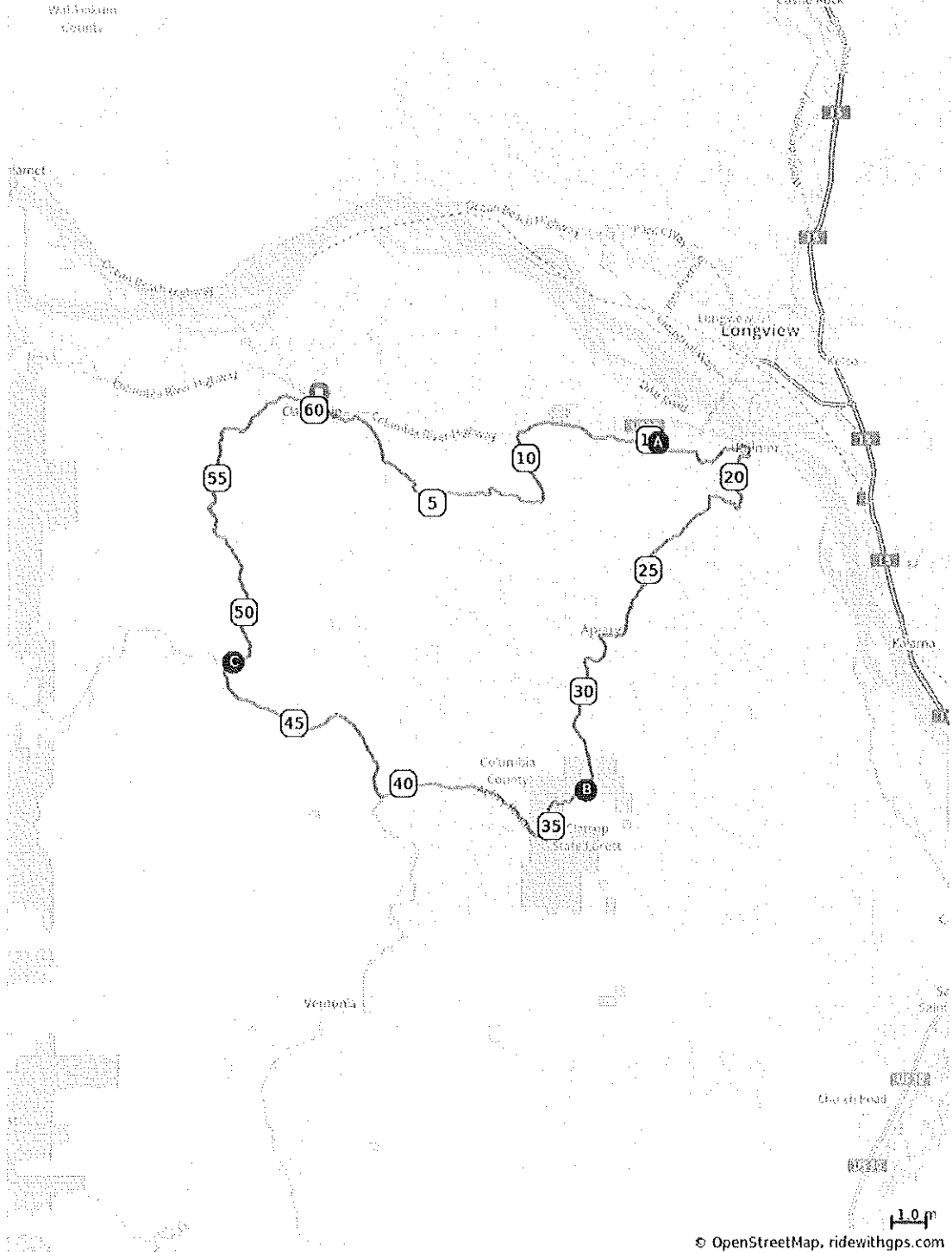
2019 - Columbia Metric Century Challenge



Start Finish Clatskanie OR

- A. Hudson-Parcher Park
- B. Apirary Schaffer
- C. Mist Elementary School

61.2 miles, + 4551 / - 4551 feet



2019 - Columbia Metric Century Challenge

Num	Dist	Prev	Type	Note	Next
1.	0.0	0.0	⤴	Start of route	0.1
2.	0.1	0.1	→	Right onto Park Street	0.0
3.	0.1	0.0	⇒	Right onto Northeast 5th Street	4.6
4.	4.7	4.6	←	Left onto Cedar Grove Rd	2.2
5.	6.9	2.2	←	Left to stay on Cedar Grove Rd	1.3
6.	8.1	1.3	↑	Continue straight onto Lost Creek Rd	3.1

8.1 miles. +1092/-467 feet

Num	Dist	Prev	Type	Note	Next
11.	15.5	0.2	+	Rest Stop Hudson Patcher County Park water, food, and mech support	0.2
12.	15.7	0.2	←	Left onto Parkdale Road	1.1
13.	16.7	1.1	→	Right onto Townsend Road	1.1
14.	17.8	1.1	⇒	Sharp right onto Fern Hill Road	0.8
15.	18.6	0.8	→	Right onto West C Street	0.2

3.3 miles. +240/-645 feet

Num	Dist	Prev	Type	Note	Next
7.	11.2	3.1	⇒	Right onto US-30 E	1.5
8.	12.7	1.5	⇒	Slight right onto Old Rainier Rd/Old US Hwy 30	1.9
9.	14.7	1.9	↑	Continue onto Old Rainier Road	0.6
10.	15.2	0.6	⇒	Sharp right onto Larson Road	0.2

7.1 miles. +1077/-58 feet

Num	Dist	Prev	Type	Note	Next
16.	18.8	0.2	⇒	Right onto West 4th Street	0.5
17.	19.3	0.5	←	Slight left onto Debast Road	0.2
18.	19.5	0.2	⇒	Slight right onto Debast Road	2.4
19.	21.9	2.4	←	Left onto Fern Hill Road	0.3
20.	22.2	0.3	⇒	Slight right onto Fern Hill Road	1.7
21.	23.8	1.7	←	Left onto Lentz Road	0.0

5.3 miles. +944/-356 feet

Num	Dist	Prev	Type	Note	Next
22.	23.8	0.0	↑	Continue onto Lentz Road	0.0
23.	23.8	0.0	←	Sharp left onto Fern Hill Road	0.6
24.	24.5	0.6	←	Slight left onto Fern Hill Road	3.3
25.	27.7	3.3	←	Left onto Apiary Rd/Apiary-Market Rd	5.4
26.	33.1	5.4	+	Rest Stop Schaffner Rd / Apiary Rd water, food, and mech support	7.6

9.2 miles. +718/-564 feet

Num	Dist	Prev	Type	Note	Next
33.	61.1	0.5	←	Left onto Park Street	0.0
34.	61.1	0.0	←	Left onto Park Street	0.1
35.	61.2	0.1	←	Left	0.0

0.6 miles. +0/-8 feet

Num	Dist	Prev	Type	Note	Next
27.	40.7	7.6	⇒	Right onto OR-47 N	7.5
28.	48.2	7.5	+	Mist Elementary School water, and food (no mech support)	11.5
29.	59.7	11.5	⇒	Slight right	0.0
30.	59.7	0.0	⇒	Slight right onto Columbia River Highway, US 30	0.7
31.	60.5	0.7	⇒	Slight right	0.2
32.	60.6	0.2	←	Left onto Northeast 5th Street	0.5

27.5 miles. +1335/-1882 feet

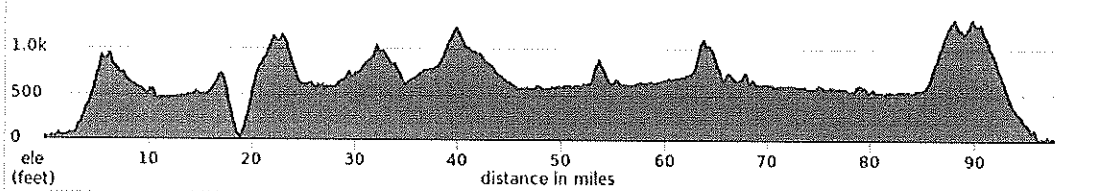
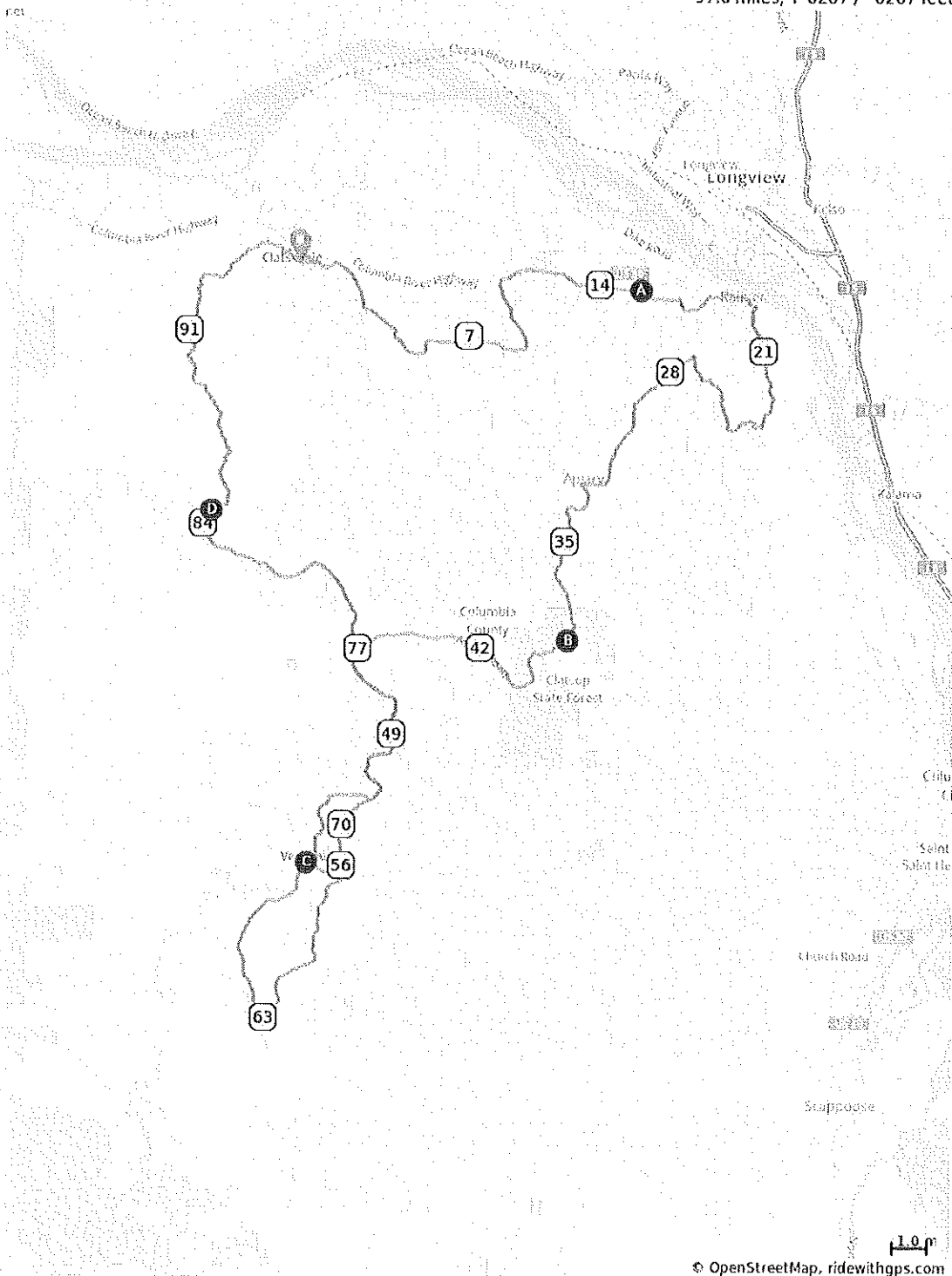
2019 - Columbia Century Challenge



Start Finish Clatskanie OR

- A. Hudson-Parcher Park
- B. Apriary Schaffer
- C. Rest Stop Anderson Park
- D. Mist Elementary School

97.6 miles, + 6267 / - 6267 feet



2019 - Columbia Century Challenge

Num	Dist	Prev	Type	Note	Next
1.	0.0	0.0	📍	Start of route	0.0
2.	0.0	0.0	➔	Right onto Park St	0.1
3.	0.2	0.1	➔	Right onto NE 5th St	4.6
4.	4.7	4.6	➡	Left onto Cedar Grove Rd	2.2
5.	6.9	2.2	➡	Left to stay on Cedar Grove Rd	1.3
6.	8.1	1.3	⬆	Continue straight onto Lost Creek Rd	3.1
7.	11.2	3.1	➔	Right onto US-30 E	1.5

11.2 miles. +1179/-739 feet

Num	Dist	Prev	Type	Note	Next
12.	15.7	0.2	➡	Left onto Parkdale Road	1.1
13.	16.7	1.1	➔	Right onto Townsend Road	1.1
14.	17.8	1.1	⬆	Continue onto Fern Hill Road	0.7
15.	18.5	0.7	➔	Right onto West C Street	0.7
16.	19.2	0.7	➔	Right onto East 5th Street	0.1
17.	19.3	0.1	➡	Left onto East East Street	0.1

3.8 miles. +348/-720 feet

Num	Dist	Prev	Type	Note	Next
8.	12.8	1.5	➔	Slight right onto Old Rainier Rd/Old US Hwy 30	1.9
9.	14.7	1.9	⬆	Continue onto Old Rainier Road	0.6
10.	15.2	0.6	➔	Sharp right onto Larson Road	0.2
11.	15.5	0.2	+	Rest Stop - Hudson Parcher County Park water, food, and mech support	0.2

4.2 miles. +84/-61 feet

Num	Dist	Prev	Type	Note	Next
18.	19.4	0.1	⬆	Continue onto E F St	0.1
19.	19.5	0.1	➔	Right onto E 10th St	0.2
20.	19.7	0.2	⬆	Continue onto Neer City Rd	1.3
21.	20.9	1.3	⬆	Continue onto Neer City Road	2.4
22.	23.3	2.4	➔	Right onto Brownlee Rd	1.2
23.	24.5	1.2	➔	Brownlee Rd turns slightly right and becomes Beaver Springs Rd	1.7

5.2 miles. +957/-471 feet

Num	Dist	Prev	Type	Note	Next
24.	26.2	1.7	↑	Continue Straight on Beaver Springs Rd	0.2
25.	26.4	0.2	→	Right to stay on Beaver Springs Rd	0.8
26.	27.2	0.8	←	Left onto Fern Hill Rd	5.5
27.	32.7	5.5	←	Left onto Apiary Rd/Apiary-Market Rd	5.4
28.	38.0	5.4	+	Rest Stop - Apiary Schaffer Road	7.7

13.5 miles. +904/-670 feet

Num	Dist	Prev	Type	Note	Next
34.	55.0	0.6	←	Left onto Bridge Street, OR 47	0.7
35.	55.6	0.7	→	Right onto California Avenue	0.0
36.	55.7	0.0	←	Slight left	0.0
37.	55.7	0.0	←	Left onto Banks-Vernonia Trail	0.6
38.	56.3	0.6	←	Slight left onto Banks-Vernonia Trail.	0.7
39.	57.0	0.7	←	Slight left onto Banks-Vernonia Trail	0.2

2.6 miles. +64/-71 feet

Num	Dist	Prev	Type	Note	Next
29.	45.7	7.7	←	Left onto OR-47 S	6.0
30.	51.7	6.0	→	Right onto Stoney Point Rd	1.2
31.	52.9	1.2	←	Slight left to stay on Stoney Point Rd	1.3
32.	54.2	1.3	↑	Continue straight to stay on Stoney Point Rd	0.1
33.	54.4	0.1	←	Left onto State Ave	0.6

16.4 miles. +470/-343 feet

Num	Dist	Prev	Type	Note	Next
40.	57.2	0.2	→	Slight right onto Banks-Vernonia Trail	0.0
41.	57.2	0.0	+	Rest Stop - Vernonia Anders on Park Rest Stop	0.0
42.	57.2	0.0	→	Slight right onto Banks-Vernonia State Trail	1.9
43.	59.1	1.9	→	Slight right onto Banks-Vernonia State Trail	3.7

2.1 miles. +52/-34 feet

Num	Dist	Prev	Type	Note	Next
44.	62.8	3.7	←	Left onto McDonald Road	0.2
45.	63.0	0.2	←	Left onto McDonald Road	6.1
46.	69.1	6.1	→	Slight right	0.0
47.	69.1	0.0	↑	Continue onto Mist Drive, OR 47	15.4
48.	84.6	15.4	+	Rest Stop Mist Elementary School water, food (no mech support)	11.5

25.5 miles. +971/-1175 feet

Num	Dist	Prev	Type	Note	Next
49.	96.1	11.5	→	Right onto US-30 E (signs for Portland/Rainier)	0.8
50.	96.8	0.8	→	Slight right towards Swedetown Road	0.1
51.	97.0	0.1	←	Left onto NE 5th St	0.5
52.	97.5	0.5	←	Left onto Park St	0.1
53.	97.6	0.1	←	Left	0.0
54.	97.6	0.0	⓪	End of route	0.0

13.1 miles. +39/-41 feet

AFTER RECORDING, RETURN TO GRANTEE:

Joshua Kaine Marsh
30829 Beaver Homes Road
Rainier, OR 97048

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 Joshua Kaine Marsh, 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. 6N2W16-AO-0082 and Tax Account No. 21275, and more particularly described on Exhibit A hereto.

The true and actual consideration for this conveyance is \$8,345.00.

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. 36-2019 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

EXHBIT A
Legal Description for Map ID No 6N2W16-AO-0082 and
Tax Account No. 21275

A portion of Tract 102, Beaver Homes - Section 3, Section 16, Township 6 North, Range 2 West, Willamette Meridian, Columbia County, Oregon, described as follows:

Beginning at the most Northerly corner of said Lot 102; thence South 28°57' West, along the West line of said Lot 102, a distance of 305 feet, more or less, to the most Northerly corner of that tract described in Contract to Kenneth W. Allen, et ux, in Book 176, page 961, Deed Records, Columbia County, Oregon; thence South 39°16'30" East along the Northeasterly line of said Allen tract, 1188.26 feet to the Northwesterly corner of that tract described in deed to Mark G. Cooksey, et ux, in Book 210, page 219, Deed Records of Columbia County, Oregon; thence North 72°29' East, along the North line of said Cooksey tract, 427.65 feet to a point on the East line of said Lot 102; thence North 0°39'30" East, along said East line, 665 feet, more or less, to the most Southerly corner of Lot 104, Beaver Homes; thence North 85°33' West, 540 feet to a point; thence North 53°14' West, 466 feet to the true point of beginning.

EXCEPT THEREFROM that portion conveyed to Jenniy and Kevin Laine, recorded December 7, 1994 as Fee Number 94-11531 and deed recorded December 14, 1994 as Fee Number 94-11730, Records of Columbia County, Oregon.