

COLUMBIA COUNTY

Board of Commissioners Office

Commissioners

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Henry Heimuller

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BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON

Wednesday, June 26, 2019

10:00 a.m. – Room 308

BOARD MEETING AGENDA

CALL TO ORDER/FLAG SALUTE

MINUTES:

- June 19, 2019 Board Meeting
- June 19, 2019 Work Session

VISITOR COMMENTS – 5 MINUTE LIMIT

HEARING(S):

- 1) Public Hearing, "In the Matter of the Rate Adjustments for Solid Waste Curbside Collection Services in Unincorporated Columbia County".

NOTE:

- 1) A Supplemental Budget will be considered at this meeting.

CONSENT AGENDA:

- A. Ratify the Select to Pay for 06.24.19.
- B. Ratify Memo to Finance Department re. Determination Regarding Mist-Birkenfeld Rural Fire Protection District's Request for Reimbursement and Authorize the Chair to sign.
- C. Ratify Memo to Finance Department re. Determination Regarding Vernonia Rural Fire Protection District's Request for Reimbursement and Authorize the Chair to sign.

- D. Self-Insurance Fund Notice and Acknowledgment of Assessable and Financial Condition and Authorize the Chair to Sign.
- E. Statement Acknowledging That Coverage Has Been Placed with Non-Admitted Carrier and Authorize the Chair to Sign.
- F. Columbia County- Property Statement of Values for 2019-2020 Term and Authorize the Chair to Sign.
- G. Approve Excess Earthquake Insurance Coverage with Landmark American.
- H. Amended Order No. 26-2018 (Amended to Correct Exhibits), "In the Matter of Reimbursing the Mist-Birkenfeld Rural Fire Protection District Pursuant to ORS 275.275(2)".
- I. Order No. 34-2019, "In the Matter of Conveying Certain Real Property in Scappoose, Oregon, to Timothy Rotter and Briana Rotter, Tax Map ID No. 4N2W35-BC-01000 and Tax Account No. 8381".
- J. Quitclaim Deed In the Matter of Conveying Certain Real Property in Scappoose, Oregon, to Timothy Rotter and Briana Rotter, Tax Map ID No. 4N2W35-BC-01000 and Tax Account No. 8381" and authorize the Chair to sign.
- K. Order No. 40-2019, "In the Matter of Conveying Certain Real Property in Scappoose, Oregon, to Caseman T. Thompson; Tax Map ID No. 4N2W16-CB-00700 and Tax Account No. 7616".
- L. Quitclaim Deed "In the Matter of Conveying Certain Real Property in Scappoose, Oregon, to Caseman T. Thompson; Tax Map ID No. 4N2W16-CB-00700 and Tax Account No. 7616" and authorize the Chair to sign.
- M. Order No. 42-2019 In the Matter of Conveying Real Property in Scappoose, Oregon, to Hillcrest Investments, Limited Partnership, Tax Map ID Nos. 3N2W22-BD-06600 and 3N2W22-BD-06700 and Tax Account Nos. 6497 and 6498
- N. Quitclaim Deed in the Matter of Conveying Real Property in Scappoose, Oregon, to Hillcrest Investments, Limited Partnership, Tax Map ID Nos. 3N2W22-BD-06600 and 3N2W22-BD-06700 and Tax Account Nos. 6497 and 6498; authorize Chair to sign and record with County Clerk
- O. Order No. 49-2019, "In the Matter of Reimbursing the Mist-Birkenfeld Rural Fire Protection district Pursuant to ORS 275.275(2) [2019 Distribution- Mist Gas Field Revenues]".
- P. Order No. 50-2019, "In the Matter of Reimbursing the Vernonia Rural Fire Protection District Pursuant to ORS 275.275(2) [2019 Distribution-Mist Gas Field Revenues]".
- Q. Order No. 51-2019, "In the Matter of the Distribution of Forest Trust Land Revenues (2019 Distribution)".
- R. Order No. 52-2019, "In the Matter of the Distribution of Proceeds Under ORS 275.275 [2019 Distribution: Gas & Land Sales]".
- S. Order No. 54-2019, "In the Matter of Establishing a Temporary Emergency Speed for Gable Road between Highway 30 and Columbia Boulevard".
- T. Resolution No. 55-2019 In the Matter of Authorizing Supplemental Budget Appropriations, Contingency Transfer, and Interfund Transfers".
- U. Resolution No. 56-2019, "In the Matter of the Adoption of the Columbia County Budget for Fiscal Year 2019-2020 and the Appropriation and Levying of Ad Valorem Taxes".

AGREEMENTS/CONTRACTS/AMENDMENTS:

- V. C107-2019, Permit and Hold Harmless Agreement with the City of St. Helens for the Use of the Courthouse Plaza for July 4th Celebration and authorize Chair to sign.
- W. C108-2019, Permit and Hold Harmless Agreement with the City of St. Helens for the use of the Courthouse Plaza for Mardi Gras in July Celebration and authorize Chair to sign.
- X. C110-2019, Agreement with Columbia County Economic Team for Regional Cooperative Tourism Funds for the CZ Trail and authorize Chair to sign.
- Y. C111-2019, Agreement with Tri-Met for Public Transit Special Transportation Improvement Funds.

DISCUSSION ITEMS:

- C45-2019 – Second Amendment to the Personal Services Provider Contract with Columbia Health Services.

COMMISSIONER HEIMULLER COMMENTS:

COMMISSIONER MAGRUDER COMMENTS:

COMMISSIONER TARDIF COMMENTS:

EXECUTIVE SESSION:

Jean Ripa - Executive Session under ORS 192.660(2)(d) - Bargaining

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.



STATEMENT ACKNOWLEDGING THAT COVERAGE HAS BEEN PLACED WITH A NON-ADMITTED CARRIER

The undersigned hereby acknowledges that (s)he has instructed Brown & Brown Northwest to place Insurance coverage(s) with a surplus lines company and understands that the insurance coverage(s) written are **not** subject to the protection and benefits of the Oregon Insurance Guaranty Association.

Insurance Company: Landmark American Insurance Co

Policy Term: Effective 07/01/2019 - 07/01/2020

Line of Coverage: Difference in Condition

Policy Number: LHD423666

Name of Insured: Columbia County

Insured Signature: _____ Date: _____



CRC Insurance Services
1909 214th Street, SE
Suite 100
Bothell, WA 98021

ATTENTION: NATALIE SIENKIEWICZ

RE: Property Quote

Submission Number: 877972
Renewal of: LHD423666
Company: Landmark American Insurance Company
(A.M. Best rating: A+ XIV and S&P rating: A+)
Coverage: Property
Insured: **Columbia County**
St. Helens, OR
Policy Dates: July 01, 2019 - July 01, 2020
Property Limits: \$15,000,000 per occurrence and annual aggregate Earthquake
In Excess Of: \$5,000,000 per occurrence and annual aggregate Earthquake
Valuation: Replacement Cost
Total Insured Value: \$76,837,662 per Statement of Values on file with Company submitted
05/13/2019
Coverages:

- Building
- Personal Property
- Ordinance or Law - Coverage A (Included in Building Limit)
- Property in the open

Following Underlying Carrier's Definition of Earthquake

Perils: Earthquake

- Excluding Earth Movement Sprinkler Leakage

72 HOUR DEFINITION OF OCCURRENCE

Form: RSUI Excess Physical Damage Form - 2016 Edition

Underlying Deductible: This excess policy will require the primary to have at minimum the following:
Earthquake - \$25,000 Per Location per occurrence (Property Damage)

Cancellation: 60 days notice of cancellation, except 10 days notice for non payment of premium.

Remarks: In addition to underlying limits, this coverage attaches excess of primary deductibles.

THE PREMIUM AMOUNT DOES NOT INCLUDE SURPLUS LINES TAX.
YOUR OFFICE IS RESPONSIBLE FOR THE COLLECTION AND FILINGS.

Any new locations are subject to underwriting review and acceptance by the carrier prior to binding.

Policy Attachments

- Cyber, Electronic Data and Systems Exclusion
- Exclusion And Limited Additional Coverage For Fungus
- Exclusion of Pathogenic or Poisonous Biological or Chemical Material

Premium Amount

Premium:	\$39,000.00
Terrorism Premium:	\$39,000.00
Gross Premium:	\$78,000.00
Minimum Earned Premium:	25.00%

Please read all terms and conditions shown above carefully as they may not conform to specifications shown on your submission.

This Quote is valid until 07/01/2019.

We greatly appreciate your business.



OFFER OF TERRORISM COVERAGE

In accordance with the Terrorism Risk Insurance Act, we are required to offer the insured coverage for losses resulting from an act of terrorism, not otherwise excluded by this policy and as covered by the Terrorism Risk Insurance Act. All other policy provisions will apply to coverage for such act of terrorism. The insured must choose whether or not to pay the premium described below under **DISCLOSURE OF PREMIUM** for coverage for acts of terrorism that are **certified by the Secretary of the Treasury** as covered acts under the Terrorism Risk Insurance Act, or not to pay the premium, and reject this offer of coverage at the time of binding.

In any case, if the insured rejects terrorism coverage in any scheduled underlying policy, this policy is written to exclude terrorism.

If the premium shown in the **DISCLOSURE OF PREMIUM** is not collected and the insured does not reject coverage for terrorism this policy will be issued excluding acts of terrorism.

DISCLOSURE OF PREMIUM

If you accept this offer, the portion of your premium for the policy term attributable to coverage for all acts of terrorism covered under this policy including terrorist acts certified under the Act is

\$ 39,000.00

DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020, of covered terrorism losses that exceed the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

CAP INSURER PARTICIPATION IN PAYMENT OF TERRORISM LOSSES

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and the Insurer has met our Insurer deductible under the Terrorism Risk Insurance Act, the Insurer will not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of Treasury.

PREMIUM SUMMARY

POLICY TERM: 07/01/2019-07/01/2020

	CARRIER & AM BEST RATING	PREMIUM
Property Including Earthquake and Flood	City County Insurance Services (CIS) – Not Rated Admitted	\$ 95,227.84
Excess Crime	City County Insurance Services (CIS) – Not Rated Admitted	\$ 2,534.00
Excess Cyber Liability	City County Insurance Services (CIS) – Not Rated Admitted	\$ 7,803.00
Public Entity Liability	City County Insurance Services (CIS) – Not Rated Admitted	\$ 510,312.96
Auto Physical Damage	City County Insurance Services (CIS) – Not Rated Admitted	\$ 30,306.42
Multi Line Credit	City County Insurance Services (CIS) – Not Rated Admitted	(\$ 19,075.42)
Risk Management Credit	City County Insurance Services (CIS) – Not Rated Admitted	(\$ 64,618.41)
SUB TOTAL PREMIUM		\$ 562,490.39
Workers Compensation	SAIF Corporation – Not Rated Admitted	\$ 121,425.00
Excess Earthquake Premium		\$ 39,000.00
Carrier Fee		\$ 500.00
Surplus Lines Tax	Landmark American – Non Admitted A+XIV	\$ 790.00
Surplus Lines Fee		\$ 10.00
Fire Marshal Tax		\$ 118.50
TOTAL PREMIUM:		\$ 40,418.50
Agency Service Fee 9-30-2018 to 9-30-2019	**Premiums are net of commission**	\$ 21,630

The information obtained from A.M. Best's Rating is not in any way a warranty or guaranty by Brown & Brown Northwest of the financial stability of the insurer and this information is current only as of the date of publication.

Premiums may be subject to audit
CIS & SAIF Premiums include Coverage

PAYMENT TERMS

Premium is due on effective date. Premium can be paid as follows:

- Premium invoiced by Brown & Brown Northwest is due July 1, 2019
- Payments due to CIS by August 15, 2019. Late fees apply if received after this date.
- Workers Compensation:
 1. Must be received at SAIF by **6/25/2019** in order to receive the 3.5% prepay discount.
 2. If received after 6/25/2019 payment will be returns and policy will be paid via monthly payroll reporting in arrears.

This is an overview of your insurance program. Policy terms, conditions and exclusions referred to in this Proposal/Summary may be limited, please refer to your policy for all terms, conditions and exclusions that will govern. In the event of a difference, the policy will prevail. Higher limits may be available upon request.

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Insurance Company: Landmark American Insurance Co

Policy Term: Effective 07/01/2019 - 07/01/2020

Line of Coverage: Difference in Condition

Policy Number: LHD423666

Name of Insured: Columbia County

Insured Signature: _____ Date: _____



June 18, 2019

Columbia County
Columbia County Courthouse
230 Strand St
St. Helens, OR 97051

Dear Valued Client:

**SELF-INSURANCE FUND (“SIF”)
NOTICE AND ACKNOWLEDGEMENT OF ASSESSABLE AND FINANCIAL CONDITION**

Brown & Brown Northwest, and its parent company, Brown & Brown, Inc. (collectively “Brown & Brown”) do not certify, warrant or guarantee the financial soundness or stability of any insurance carrier or alternative risk transfer or pooling entity. We endeavored to place your coverage with an insurance carrier with an A.M. Best Company financial rating of “A-” or better.* While Brown & Brown cannot certify, warrant or guarantee the financial soundness or stability of any insurance carrier or alternative risk transfer or pooling entity or otherwise predict whether the financial condition of any such entity might improve or deteriorate, we are hereby providing you with notice and disclosure of financial condition so that you can make an informed decision regarding the placement of coverage. Accordingly, with receipt of this notice you acknowledge the following with regard to the placement and any subsequent renewal of the coverage indicated below:

- Brown & Brown Northwest has placed coverage for your entity with **CityCounty Insurance Services (CIS)**, a self-insured risk pool which is currently unrated by A.M Best Company. In order to obtain coverage you are agreeing to membership in **CIS** and all other underwriting guidelines, conditions and requirements set forth by **CIS**. ***If you would like options with other carriers that hold an A- or higher A.M. Best rating we would be happy to pursue those options on your behalf.***
- **CIS** is not subject to the protections afforded by any state guaranty fund or association.
- The financial condition of insurance companies and risk transfer or pooling entities such as **CIS** may change rapidly and that such changes are beyond the control of Brown & Brown.
- Membership in the **CIS** involves certain obligations as well as benefits. These are outlined in a membership or participation agreement, which must be signed prior to acceptance by **CIS**.
- Your attention is directed particularly to that portion of your membership or participation agreement which points out that it is fully assessable. This means to meet loss obligations, each member can be assessed to make up the deficiency. Any assessment will be levied on and payable by all members of **CIS** for the year the deficit occurs, whether or not you are still a member at the time the assessment is levied. The purpose of bringing this provision to your attention is not to cause undue concern, but simply to alert you that prudent business practices should be observed with regard to proper investigation of the financial condition of any self-insured provider, and to encourage your inquiry about any aspects of the contractual agreements.

2701 NW Vaughn St., Suite 340 Portland, OR 97210 (503)274-6511 Main (503)274-6524 Fax

CA License #0714755 | OR License #100152259 | WA License #781340 | www.bbnw.com

- You have had an adequate opportunity to make a thorough and complete inquiry into **CIS** financial condition and the terms and conditions of membership in the **CIS** including to review it with your accountants, legal counsel and advisors, and enter into your relationship with **CIS** knowingly, voluntarily and with a full understanding of the risks.

If you have any questions regarding this notice please let me know, otherwise please sign below and return a copy of this acknowledgement to our office. We appreciate your business. Thank you!

Sincerely,

Ron Cutter
Brown & Brown Northwest

By: [NAME OF AUTHORIZED REPRESENTATIVE OF INSURED]

Date of Notice: June 18, 2019

COLUMBIA COUNTY - PROPERTY STATEMENT OF VALUES FOR 2019-2020 TERM

LIABILITY ONLY LOCATIONS

GL Property	Address	City	Zip Code	Square Feet
DWELLING	1181 JUNIPER ST	VERNONIA	97064	1,061
DWELLING	10226 RIDGE VIEW TER	BIRKENFIELD	97016	1,152
DWELLING	642 WEED AVE	VERNONIA	97064	1,070
DWELLING	742 HWY 47	CLATSKANIE	97016	1,438
DWELLING	1201 HEATHER LN	VERNONIA	97064	1,559
DWELLING	56695 OLD PORTLAND RD	WARREN	97053	1,581
DWELLING	1010 STATE AVE	VERNONIA	97064	1,520
GARAGE	62411 NEHALEM HWY N	VERNONIA	97064	300

PROPERTY/LIABILITY LOCATIONS:

Loc	Facility	Address	Bldg Valuation	Contents Valuation	Property in the Open Valuation	Area	Bldg Value	Content Value	Property in the Open	Total Insured Value
001.01	OLD COURTHOUSE (W/PIO VALUE)	230 STRAND ST	HRV	GRV	GRV	16680	\$5,254,200	\$1,287,104	\$85,280	\$6,626,584
001.02	COURTHOUSE ANNEX	230 STRAND ST	GRV	GRV	N/A	44133	\$13,478,010	\$4,041,464	\$0	\$17,519,474
001.03	STORAGE CONTAINER	230 STRAND ST	N/A	RV	N/A	160	\$0	\$10,928	\$0	\$10,928
002.01	CORRECTIONAL FACILITY (W/PIO VALUE)	901 PORT AVE	GRV	GRV	GRV	58550	\$23,526,405	\$1,821,040	\$141,544	\$25,488,989
002.02	EVIDENCE SHED	901 PORT AVE	GRV	GRV	N/A	5000	\$405,510	\$164,528	\$0	\$570,038
002.03	MEN'S TRANSITIONAL HOUSE	901 PORT AVE	GRV	GRV	N/A	1968	\$344,295	\$32,656	\$0	\$376,951
002.04	WOMEN'S TRANSITIONAL HOUSE (W/PIO VALUE)	901 PORT AVE	GRV	GRV	GRV	1584	\$277,095	\$29,572	\$832	\$307,499
002.06	PERSONAL PROPERTY & EVIDENCE OF OTHERS IN FENCED AREA	901 PORT AVE	N/A	ACV	N/A	3000	\$0	\$155,578	\$0	\$155,578
002.08	WORK CREW STORAGE SHED	901 PORT AVE	RV	RV	N/A	320	\$28,698	\$17,055	\$0	\$45,753

Loc	Facility	Address	Bldg Valuation	Contents Valuation	Property in the Open Valuation	Area	Bldg Value	Content Value	Property in the Open	Total Insured Value
003.01	ROAD DEPT BUILDING (W/PIO VALUE)	1054 OREGON ST	GRV	GRV	GRV	4800	\$831,705	\$470,278	\$20,592	\$1,322,575
003.02	CARPOOL BUILDING	1004 OREGON ST	GRV	GRV	N/A	5096	\$268,380	\$157,617	\$0	\$425,997
003.03	OFFICE/GARAGE	1004 OREGON ST	GRV	GRV	N/A	8340	\$836,745	\$508,274	\$0	\$1,345,019
003.04	LUBE BUILDING	1004 OREGON ST	GRV	GRV	N/A	960	\$109,512	\$73,358	\$0	\$182,870
003.06	EAST VEHICLE STORAGE #1	1004 OREGON ST	ACV	N/A	N/A	3076	\$78,678	\$0	\$0	\$78,678
003.07	ROAD DEPT BUILDING (IRBY)	1004 OREGON ST	GRV	GRV	N/A	3280	\$156,461	\$71,448	\$0	\$227,909
003.08	EAST VEHICLE STORAGE #2	1004 OREGON ST	GRV	GRV	N/A	2400	\$96,196	\$38,203	\$0	\$134,399
003.09	STORAGE CONTAINER	1054 OREGON ST	RV	RV	N/A	160	\$34,204	\$10,928	\$0	\$45,132
005.01	FARMER'S MUSEUM	58892 SAULSER RD	GRV	N/A	N/A	4512	\$149,803	\$0	\$0	\$149,803
005.02	FLORAL BUILDING	58892 SAULSER RD	GRV	N/A	N/A	1500	\$84,426	\$0	\$0	\$84,426
005.03	PAVILION W/STORAGE (EVENT CENTER)	58892 SAULSER RD	GRV	GRV	N/A	12058	\$1,001,700	\$112,584	\$0	\$1,114,284
005.04	FAIRGROUNDS MAIN OFFICE/MAINTENANCE	58892 SAULSER RD	GRV	GRV	N/A	3760	\$305,970	\$154,544	\$0	\$460,514
005.05	FAIRGROUNDS RESTROOMS	58892 SAULSER RD	GRV	GRV	N/A	576	\$134,421	\$2,342	\$0	\$136,763
005.06	COVERED EATING AREA	58892 SAULSER RD	GRV	GRV	N/A	1296	\$69,743	\$28,112	\$0	\$97,855
005.07	COVERED EATING AREA/BEER GARDEN	58892 SAULSER RD	GRV	GRV	N/A	1920	\$74,638	\$42,168	\$0	\$116,806
005.08	GOAT BARN POLE BUILDING	58892 SAULSER RD	GRV	GRV	N/A	5472	\$222,926	\$118,303	\$0	\$341,229
005.09	AGRI-GRANGE	58892 SAULSER RD	RV	GRV	N/A	4110	\$210,000	\$89,026	\$0	\$299,026
005.10	SHEEP BARN	58892 SAULSER RD	GRV	GRV	N/A	5885	\$239,800	\$130,014	\$0	\$369,814
005.11	POULTRY/RABBIT BARN	58892 SAULSER RD	GRV	GRV	N/A	7597	\$302,715	\$127,466	\$0	\$430,181
005.12	SWINE BARN	58892 SAULSER RD	GRV	GRV	N/A	1800	\$73,414	\$39,825	\$0	\$113,239
005.13	DAIRY BARN	58892 SAULSER RD	GRV	GRV	N/A	5940	\$254,035	\$130,014	\$0	\$384,049
005.14	BEEF BARN	58892 SAULSER RD	GRV	GRV	N/A	5940	\$254,035	\$130,014	\$0	\$384,049
005.15	4-H BUILDING	58892 SAULSER RD	GRV	GRV	N/A	4292	\$409,920	\$90,724	\$0	\$500,644
005.16	HORSE BARN #5	58892 SAULSER RD	GRV	GRV	N/A	5992	\$244,048	\$130,014	\$0	\$374,062
005.17	HORSE BARN #6	58892 SAULSER RD	GRV	GRV	N/A	5992	\$244,048	\$130,014	\$0	\$374,062
005.18	HORSE BARN #7/TIE STALLS	58892 SAULSER RD	GRV	GRV	N/A	2940	\$131,781	\$65,593	\$0	\$197,374
005.19	RODEO ANNOUNCER STAND W/RESTROOMS & SNACK BAR	58892 SAULSER RD	RV	GRV	N/A	448	\$109,848	\$6,536	\$0	\$116,384

Loc	Facility	Address	Bldg Valuation	Contents Valuation	Property in the Open Valuation	Area	Bldg Value	Content Value	Property in the Open	Total Insured Value
005.20	GAZEBO	58892 SAULSER RD	N/A	N/A	RV		\$0	\$0	\$10,879	\$10,879
005.21	STAGE	58892 SAULSER RD	RV	N/A	N/A	192	\$14,148	\$0	\$0	\$14,148
005.23	OLIVE WOOD GAZEBO	58892 SAULSER RD	N/A	N/A	RV		\$0	\$0	\$10,879	\$10,879
005.25	FUEL STORAGE SHED	58892 SAULSER RD	RV	RV	N/A	120	\$2,660	\$1,482	\$0	\$4,142
005.27	MUSEUM FARM EQUIPMENT SHED EAST	58892 SAULSER RD	RV	RV	N/A	432	\$6,118	\$5,857	\$0	\$11,975
005.28	MUSEUM FARM EQUIPMENT SHED WEST	58892 SAULSER RD	RV	RV	N/A	432	\$6,118	\$5,857	\$0	\$11,975
005.91	LAND IMPROVEMENTS - PER 11/30/17 APPRAISAL	58892 SAULSER RD	N/A	N/A	GRV	0	\$0	\$0	\$886,080	\$886,080
006.01	TRANSFER STATION (W/PIO VALUE)	1601 RAILROAD AVE	GRV	GRV	GRV	15784	\$1,475,565	\$345,655	\$93,600	\$1,914,820
006.02	TRUCK MAINTENANCE/WASH	1601 RAILROAD AVE	GRV	GRV	N/A	3168	\$383,670	\$182,312	\$0	\$565,982
006.03	HAZARDOUS WASTE BUILDING	1601 RAILROAD AVE	GRV	GRV	N/A	1950	\$167,941	\$61,511	\$0	\$229,452
006.04	SCALE HOUSE	1601 RAILROAD AVE	GRV	GRV	N/A	316	\$83,203	\$7,028	\$0	\$90,231
006.91	SCALE - 40'	1601 RAILROAD AVE	N/A	N/A	GRV	400	\$0	\$0	\$70,291	\$70,291
006.92	SCALE - 70'	1601 RAILROAD AVE	N/A	N/A	GRV	700	\$0	\$0	\$84,834	\$84,834
007.01	VERNONIA MUSEUM (W/MUSEUM COLLECTION CONTENTS)	511 E BRIDGE ST	FRV	ACV	N/A	6032	\$1,168,230	\$424,424	\$0	\$1,592,654
008.01	SCAPPOOSE SHOP	32275 SCAPPOOSE-VERNONIA HWY	ACV	GRV	N/A	2788	\$137,085	\$11,779	\$0	\$148,864
008.02	EQUIPMENT SHED	WICKSTROM DR/SCAPPOOSE VERNONIA HWY	GRV	GRV	N/A	1054	\$50,166	\$2,907	\$0	\$53,073
009.01	VERNONIA SHOP	1625 N WASHINGTON AVE	GRV	GRV	N/A	2706	\$283,290	\$155,792	\$0	\$439,082
010.01	RAINER SHOP (W/PIO VALUE)	30526 BROWNLEE RD	GRV	GRV	GRV	4664	\$382,620	\$191,776	\$16,328	\$590,724
010.02	EQUIPMENT STORAGE	30527 BROWNLEE RD	GRV	GRV	N/A	2220	\$138,898	\$35,360	\$0	\$174,258
011.01	CLATSKANIE SHOP	17666 BEAVER FALLS RD	GRV	GRV	N/A	3313	\$311,850	\$136,240	\$0	\$448,090
012.02	RESTROOMS (W/PIO VALUE)	34038 N HONEYMAN RD	GRV	GRV	GRV	540	\$124,894	\$3,365	\$48,436	\$176,695
012.03	EQUIPMENT SHED	34038 N HONEYMAN RD	RV	RV	N/A	216	\$15,723	\$6,732	\$0	\$22,455
013.02	SHOP BUILDING	73125 PRESCOTT BEACH DR- PRESCOTT BEACH PARK	GRV	GRV	N/A	640	\$45,272	\$4,901	\$0	\$50,173

Loc	Facility	Address	Property in the Open			Area	Bldg Value	Content Value	Property in the Open	Total Insured Value
			Bldg Valuation	Contents Valuation	Property in the Open Valuation					
013.03	RESTROOM	73125 PRESCOTT BEACH DR- PRESCOTT BEACH PARK	GRV	GRV	N/A	350	\$99,109	\$3,267	\$0	\$102,376
013.04	PICNIC SHELTER	73125 PRESCOTT BEACH DR- PRESCOTT BEACH PARK	GRV	GRV	N/A	1008	\$52,613	\$0	\$0	\$52,613
013.05	ENTRANCE GATE	73125 PRESCOTT BEACH DR- PRESCOTT BEACH PARK	N/A	N/A	RV	0	\$0	\$0	\$4,610	\$4,610
013.06	ENTRANCE SIGN	73125 PRESCOTT BEACH DR- PRESCOTT BEACH PARK	N/A	N/A	RV	0	\$0	\$0	\$7,008	\$7,008
013.08	WELL HOUSE	73125 PRESCOTT BEACH DR- PRESCOTT BEACH PARK	RV	RV	N/A	100	\$3,164	\$7,842	\$0	\$11,006
014.01	OFFICE	75503 LARSON RD- HUDSON- PARCHER PARK	GRV	GRV	N/A	340	\$35,483	\$6,056	\$0	\$41,539
014.02	HUDSON PARK MOBILE HOME	75503 LARSON RD- HUDSON- PARCHER PARK	GRV	N/A	N/A	840	\$63,625	\$0	\$0	\$63,625
014.03	MAIN RESTROOM	75503 LARSON RD	GRV	GRV	N/A	536	\$130,174	\$3,365	\$0	\$133,539
014.04	BALL PARK RESTROOM	75503 LARSON RD- HUDSON- PARCHER PARK	GRV	N/A	N/A	308	\$86,873	\$0	\$0	\$86,873
014.05	MAINTENANCE BUILDING	75503 LARSON RD- HUDSON- PARCHER PARK	GRV	GRV	N/A	1152	\$88,097	\$17,570	\$0	\$105,667
014.06	EQUIPMENT BUILDING	75503 LARSON RD- HUDSON- PARCHER PARK	GRV	GRV	N/A	1280	\$69,743	\$19,913	\$0	\$89,656
014.07	CABIN	75503 LARSON RD	GRV	GRV	N/A	1050	\$154,740	\$15,224	\$0	\$169,964
014.08	WOOD SHED	75503 LARSON RD- HUDSON- PARCHER PARK	RV	RV	N/A	144	\$6,901	\$1,683	\$0	\$8,584
014.09	PICNIC SHELTER	75503 LARSON RD- HUDSON- PARCHER PARK	RV	N/A	N/A	540	\$9,971	\$0	\$0	\$9,971
014.10	FUEL STORAGE BUILDING	75503 LARSON RD- HUDSON- PARCHER PARK	RV	RV	N/A	64	\$2,492	\$2,187	\$0	\$4,679
014.11	PUMP HOUSE	75503 LARSON RD- HUDSON- PARCHER PARK	RV	RV	N/A	64	\$3,259	\$5,048	\$0	\$8,307
014.12	PICNIC SHELTER	75503 LARSON RD- HUDSON- PARCHER PARK	RV	N/A	N/A	540	\$9,395	\$0	\$0	\$9,395

Loc	Facility	Address	Bldg Valuation	Contents Valuation	Property in the Open Valuation	Area	Bldg Value	Content Value	Property in the Open	Total Insured Value
014.13	GARAGE	75503 LARSON RD- HUDSON-PARCHER PARK	RV	RV	N/A	760	\$5,797	\$1,453	\$0	\$7,250
014.91	LAND IMPROVEMENTS - PER 12/31/12 APPRAISAL	75503 LARSON RD - HUDSON-PARCHER PARK	N/A	N/A	GRV	0	\$0	\$0	\$181,236	\$181,236
014.92	WOOD CAR BRIDGE - 320 SF; WOOD FOOTBRIDGES - (3) @ 400 SF & (1) 48 SF	75503 LARSON RD - HUDSON-PARCHER PARK	N/A	N/A	RV	0	\$0	\$0	\$93,801	\$93,801
015.02	CANOPY	65866 APIARY RD- CAMP WILKERSON	RV	N/A	N/A	1680	\$10,000	\$0	\$0	\$10,000
015.03	CABIN K-1 - CAMP WILKERSON	65866 APIARY RD- CAMP WILKERSON	GRV	GRV	N/A	224	\$34,260	\$0	\$0	\$34,260
015.04	CABIN K-2 - CAMP WILKERSON	65866 APIARY RD- CAMP WILKERSON	GRV	GRV	N/A	224	\$34,260	\$0	\$0	\$34,260
015.05	CABIN K-3 - CAMP WILKERSON	65866 APIARY RD- CAMP WILKERSON	GRV	GRV	N/A	224	\$34,260	\$0	\$0	\$34,260
015.06	BURNHAM LODGE (W/PIO VALUE)	65866 APIARY RD	GRV	GRV	GRV	3017	\$336,315	\$78,084	\$14,872	\$429,271
015.07	EQUIPMENT SHED	65866 APIARY RD- CAMP WILKERSON	GRV	GRV	N/A	625	\$39,154	\$11,779	\$0	\$50,933
015.08	RESTROOMS	65866 APIARY RD	GRV	GRV	N/A	924	\$212,135	\$14,053	\$0	\$226,188
015.09	AHLBORN HALL	65866 APIARY RD- CAMP WILKERSON	GRV	GRV	N/A	864	\$68,520	\$17,570	\$0	\$86,090
015.10	4-HORSE CORRAL #2	65866 APIARY RD- CAMP WILKERSON	N/A	N/A	RV	560	\$0	\$0	\$12,483	\$12,483
015.11	4-HORSE CORRAL #3	65866 APIARY RD- CAMP WILKERSON	N/A	N/A	RV	560	\$0	\$0	\$12,483	\$12,483
015.12	PUMP HOUSE & EQUIPMENT	65866 APIARY RD- CAMP WILKERSON	RV	RV	N/A	80	\$2,877	\$6,395	\$0	\$9,272
015.13	FIRE TRUCK SHED	65866 APIARY RD- CAMP WILKERSON	RV	N/A	N/A	600	\$12,510	\$0	\$0	\$12,510
015.14	ENTRANCE SIGN	65866 APIARY RD- CAMP WILKERSON	N/A	N/A	RV	0	\$0	\$0	\$3,745	\$3,745

Loc	Facility	Address	Bldg Valuation	Contents Valuation	Property in the Open Valuation	Area	Bldg Value	Content Value	Property in the Open Value	Total Insured Value
015.15	CARETAKER STORAGE SHED	65866 APIARY RD- CAMP WILKERSON	RV	N/A	N/A	96	\$4,410	\$0	\$0	\$4,410
015.16	GARAGE	65866 APIARY RD- CAMP WILKERSON	RV	RV	N/A	336	\$10,171	\$1,683	\$0	\$11,854
015.17	RESTROOM	65866 APIARY RD	GRV	N/A	N/A	704	\$223,125	\$0	\$0	\$223,125
015.91	CAMP SHELTERS (25) (W/PIO VALUE)	65866 APIARY RD	GRV	N/A	GRV	6375	\$243,933	\$0	\$13,644	\$257,577
015.92	PAVILION #1	65866 APIARY RD- CAMP WILKERSON	GRV		N/A	256	\$248,384	\$0	\$0	\$248,384
015.93	PAVILION #2	65866 APIARY RD- CAMP WILKERSON	GRV	N/A	N/A	400	\$92,991	\$0	\$0	\$92,991
015.94	PICNIC SHELTERS (6)	65866 APIARY RD- CAMP WILKERSON	GRV	N/A	N/A	1800	\$92,991	\$0	\$0	\$92,991
016.02	MOBILE HOME CANOPY & DECK	64555 NEHALEM HWY N- BIG EDDY PARK	GRV	GRV	N/A	1200	\$56,284	\$15,144	\$0	\$71,428
016.03	SHOP	64555 NEHALEM HWY N- BIG EDDY PARK	GRV	GRV	N/A	900	\$56,284	\$26,940	\$0	\$83,224
016.04	RESTROOMS (W/PIO VALUE)	64555 NEHALEM HWY N	GRV	GRV	GRV	898	\$195,720	\$3,513	\$47,299	\$246,532
016.05	WELL HOUSE & EQUIPMENT	64555 NEHALEM HWY N- BIG EDDY PARK	RV	RV	N/A	100	\$1,918	\$6,056	\$0	\$7,974
016.06	MOBILE HOME	64555 NEHALEM HWY N- BIG EDDY PARK	RV	RV	N/A	910	\$97,970	\$3,445	\$0	\$101,415
017.01	BEAVER BOAT RAMP RESTROOM	HWY 30/HWY 47	GRV	GRV	N/A	240	\$72,190	\$3,365	\$0	\$75,555
017.02	DOCK - 720 SF (W/PIO VALUE)	HWY 30/HWY 47	RV	N/A	RV	0	\$80,354	\$0	\$22,698	\$103,052
018.01	EAST RESTROOM	RM 8.0 MULTNOMAH CHANNEL- JJ COLLINS MARINE PARK	GRV	GRV	N/A	159	\$74,638	\$1,683	\$0	\$76,321
018.02	PARK SHELTER	RM 8.0 MULTNOMAH CHANNEL- JJ COLLINS MARINE PARK	GRV	GRV	N/A	576	\$41,601	\$11,713	\$0	\$53,314

Loc	Facility	Address	Bldg Valuation	Contents Valuation	Property in the Open Valuation	Area	Bldg Value	Content Value	Property in the Open	Total Insured Value
018.03	WEST RESTROOM	RM 8.0 MULTNOMAH CHANNEL - JJ COLLINS MARINE PARK	GRV	GRV	N/A	159	\$85,650	\$1,453	\$0	\$87,103
019.01	GILBERT RIVER BOAT RAMP RESTROOM	NW REEDER RD/NW SAUVIE ISLAND RD	GRV	GRV	N/A	84	\$35,483	\$1,482	\$0	\$36,965
019.03	DOCK/BOAT RAMP - 1600 SF	NW REEDER RD/NW SAUVIE ISLAND RD	ACV	N/A	N/A	0	\$223,959	\$0	\$0	\$223,959
021.01	OLD JOHNSON OIL BUILDING	280 E HWY 30	ACV	N/A	N/A	1092	\$127,251	\$0	\$0	\$127,251
022.01	MEISSNER RADIO REPEATER BUILDING	MEISSNER RD	RV	RV	N/A	100	\$0	\$23,426	\$0	\$23,426
023.01	VERNONIA JUSTICE OF THE PEACE	622 BRIDGE ST	N/A	RV	N/A	1200	\$0	\$20,771	\$0	\$20,771
024.01	CLATSKANIE JUSTICE OF THE PEACE	555 BRYANT ST	RV	RV	N/A	2400	\$0	\$2,297	\$0	\$2,297
025.01	LAW LIBRARY/CIVIL SERVICE	270 S 1ST ST	N/A	RV	N/A	1360	\$0	\$540,946	\$0	\$540,946
027.01	SCAPONIA PARK WELL HOUSE	SCAPPOOSE-VERNONIA HWY - SCAPONIA PARK	RV	RV	N/A	100	\$4,410	\$6,395	\$0	\$10,805
027.02	RESTROOM	SCAPPOOSE-VERNONIA HWY - SCAPONIA PARK	RV	RV	N/A	160	\$19,960	\$0	\$0	\$19,960
038.01	CC RIDER TRANSIT CENTER (W/PIO VALUE)	1155 DEER ISLAND RD	GRV	GRV	GRV	2458	\$496,545	\$101,088	\$76,232	\$673,865
038.02	MAINTENANCE FACILITY	1155 DEER ISLAND RD	GRV	GRV	N/A	3780	\$364,035	\$155,376	\$0	\$519,411
039.01	MOBILE OFFICE TRAILER (SHOOTING RANGE)	63344 COLUMBIA RIVER HWY	RV	RV	N/A	720	\$40,981	\$5,742	\$0	\$46,723
042.01	COON ISLAND - EAST DOCK - 4990 SF	MULTNOMAH CHANNEL - JJ COLLINS MARINE PARK	RV	N/A	N/A	0	\$567,000	\$0	\$0	\$567,000
042.02	COON ISLAND - WEST DOCK - 2496 SF	MULTNOMAH CHANNEL - JJ COLLINS MARINE PARK	ACV	N/A	N/A	0	\$208,182	\$0	\$0	\$208,182
044.01	POLE BUILDING	67865 NEHALEM HWY N - NEHALEM RIVER PARK	RV	N/A	N/A	1000	\$22,958	\$0	\$0	\$22,958
048.01	FLOATING BOATHOUSE (SPACE #15A)	124 N 2ND ST	RV	ACV	N/A	2088	\$124,845	\$28,080	\$0	\$152,925
049.01	EOC BUILDING	58595 MCNUITY WAY	GRV	GRV	N/A	1792	\$269,535	\$187,200	\$0	\$456,735

Loc	Facility	Address	Bldg Valuation	Contents Valuation	Property in the Open Valuation	Area	Bldg Value	Content Value	Property in the Open	Total Insured Value
050.01	POLICE STATION - CLATSKAMIE (W/PIO VALUE)	195 SE 2ND ST	GRV	GRV	GRV	1716	\$270,690	\$100,048	\$11,648	\$382,386
051.01	RAINIER TRANSIT CENTER/PARK & RIDE	200 W B ST	RV	RV	N/A	1077	\$300,000	\$5,700	\$0	\$305,700
							\$61,400,991	\$13,465,337	\$1,971,334	\$76,837,662

SIGNATURE

ALL VALUES AND LOCATION INFORMATION ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

INSURED'S SIGNATURE

TITLE

DATE

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

In the Matter of Reimbursing the Mist-Birkenfeld Rural)
Fire Protection District Pursuant to ORS 275.275(2)) **AMENDED ORDER NO 26-2018**
[2018 Distribution — Mist Gas Field Revenues]) **(Amended to Correct Exhibits)**

WHEREAS, on December 29, 1994, the Board of County Commissioners adopted Order No. 338-94 which, among other things, authorized the Mist-Birkenfeld Rural Fire Protection District (RFPD) to apply for reimbursement for a portion of their operational costs due to the impact on the District by natural gas exploration, development, transportation and storage in the Mist gas fields; and

WHEREAS, this reimbursement is made to the RFPD under Order No. 338-94 out of the proceeds received from the Mist gas field and pursuant to ORS 275.275(2); and

WHEREAS, on May 17, 2018, the RFPD submitted a list of budgeted expenditures for the 2017-2018 fiscal year, along with the corresponding percentage which are a result of impact in the amount of \$334,200 certified to be for the costs described above; and

WHEREAS, the Board has reviewed and approved these costs, and the Columbia County Treasurer has verified said costs; and

WHEREAS, the Request for Reimbursement and Certification, the Board's approval and the Treasurer's verification referred to above are attached hereto as Exhibits A, B and C, respectively, and are incorporated herein by this reference; and

WHEREAS, the amount of funds available for reimbursement for impactation at this time is \$14,657.75 and, by prior agreement, RFPD is entitled to sixty-six percent (66%) of those funds; and

WHEREAS, this matter is now before the Board of County Commissioners for approval of reimbursement in the amount of \$9,674.11, which is the allowable amount of reimbursement for the above-mentioned costs approved pursuant to Order No. 338-94 and Order No. 27-2018;

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NOW, THEREFORE, IT IS HEREBY ORDERED that the RFPD shall be reimbursed in the amount of \$9,674.11 as a portion of their operational costs due to impaction on the district by natural gas exploration, development, transportation and storage in the Mist gas fields, as described in the attached Exhibit A for FY 2019.

DATED this 27th day of June, 2018.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____
Henry Heimuller, Chair

By: _____
Margaret Magruder, Commissioner

By: _____
Alex Tardif, Commissioner

Approved as to form

By: _____
Office of County Counsel



Exhibit A

REIMBURSEMENT REQUEST FOR COSTS DUE TO IMPACTION

Mist-Birkenfeld Rural Fire Protection District requests reimbursement of \$334,200.00 for impaction costs as detailed below.

The following is a listing of budgeted expenditures for the 2017-2018 fiscal year and the corresponding percentage which is a result of "IMPACTION":

<u>2017-2018 Budgeted Amounts:</u>	<u>Total:</u>	<u>30% (Impaction)</u>
Personnel Services:	\$ 400,000.00	\$ 120,000.00
Materials & Services:	\$ 166,150.00	\$ 49,845.00
Capital Outlay:	\$ 373,849.00	\$ 112,154.70
Contingencies:	\$ 174,001.00	\$ 52,200.30
Totals:	\$1,114,000.00	\$ 334,200.00
	Amount Requested:	<u>\$ 334,200.00</u>

NOTE: Unappropriated funds are not included in the amounts listed above. Reserve funds are not included in the amounts listed above.

If total requests for reimbursement exceed the total amount available for disbursement from the "impaction fund", we request that the formula approved and applied in November of 1994 be used to determine the disbursement amounts. Enclosed is a cost of operation statement and a certification of cost signed by our Board President.

Respectfully Submitted,

Joe Kaczinski
Fire Chief



CERTIFICATE

On behalf of the Mist-Birkenfeld Rural Fire Protection District, we certify that the following request represents accurately the costs incurred by this district in providing services deemed to reimbursable under ORS 275.275 (2) (b):

Dated this 15th day of May, 2018

X Barbara Smith

Barbara Smith
Board Secretary

X Joe Kaczinski

Joe Kaczinski
Fire Chief

Columbia County



Board of Commissioners

230 Strand Street, Rm 331, St. Helens, Oregon 97051-2096
*Ph: 503-397-4322 *Fax 503-397-7243

Commissioner Margaret Magruder
Commissioner Henry Heimuller
Commissioner Alex Tardif
Jan Greenhalgh, Board Office Administrator
Jacyn Normine, Board Office Specialist

Margaret.magruder@co.columbia.or.us
Henry.heimuller@co.columbia.or.us
Alex.tardif@co.columbia.or.us
Jan.greenhalgh@co.columbia.or.us
Jacyn.normine@co.columbia.or.us

MEMORANDUM

TO: Jennifer Cuellar, Treasurer

FROM: Board of County Commissioners

DATE: June 4, 2018

RE: Review and Determination Regarding Mist-Birkenfeld Rural Fire Protection District's Request for Reimbursement, Certificate and Cost Bill

The Board of County Commissioners has reviewed the request for reimbursement, certificate and cost bill submitted by the Mist-Birkenfeld Rural Fire Protection District for a portion of their operational costs incurred due to the impaction on the District of natural gas exploration, development, transportation and storage in the Mist gas field. The Board has determined that the documentation is adequate and that the operational costs incurred meet the requirements for which the Board originally approved reimbursement under ORS 275.275(2) in Order No. 338-94.

The Board hereby requests that you verify the cost bill sought for reimbursement, as required by ORS 275.275(5), and sign and return the attached verification document to the Office of County Counsel.

Thank you,



Exhibit C

COLUMBIA COUNTY

Jennifer Cuellar-Smith, Director

Department of Finance and Taxation

230 Strand Street
jennifer.cuellar@co.columbia.or.us

St. Helens, Oregon 97051

Phone: (503) 397-7252
Fax: (503) 397-7251

CERTIFICATE

Pursuant to ORS 275.275(2)(b), I have reviewed the May 17, 2018, request for reimbursement, certificate and cost bill submitted by the Mist-Birkenfeld Rural Fire Protection District and verify that, to the best of my knowledge, they are for a portion of the operational costs incurred due to the impaction on the district of natural gas exploration, development, transportation and storage in the Mist gas fields. The Board of County Commissioners has determined these costs to be reimbursable under ORS 275.275(2)(b) and Order No. 27- 2018.

Dated this 27th day of June, 2018.

Columbia County Treasurer

By: _____

Jennifer Cuellar-Smith

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

In the Matter of Conveying Certain Real Property)
in Scappoose, Oregon, to Timothy Rotter and)
Briana Rotter, Tax Map ID No. 4N2W35-BC-01000) ORDER NO. 34-2019
and Tax Account No 8381)

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

WHEREAS, on October 25, 2018, 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. 4N2W35-BC-01000 and Tax Account No. 8381 (the “Property”), by deed recorded as document number 2018-009054 in the Columbia County deed records; and

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

WHEREAS, the County offered the Property for sale at auction on May 22, 2019, with a minimum bid of \$20,272.00, 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 \$3,100.00, an amount exceeding the 15% minimum bid; and

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

WHEREAS, Seller intends to sell the Property to Buyer on the terms and conditions set forth 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 Timothy Rotter and Briana Rotter for \$3,100.00, plus an administrative fee in the amount of \$145.00.

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

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

DATED this ____ day of _____, 2019.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

Approved as to form:

By: _____
Henry Heimuller, Chair

By: _____
Office of County Counsel

By: _____
Margaret Magruder, Vice Chair

By: _____
Alex Tardif, Commissioner

EXHIBIT A
Tax Account No. 8381
Map

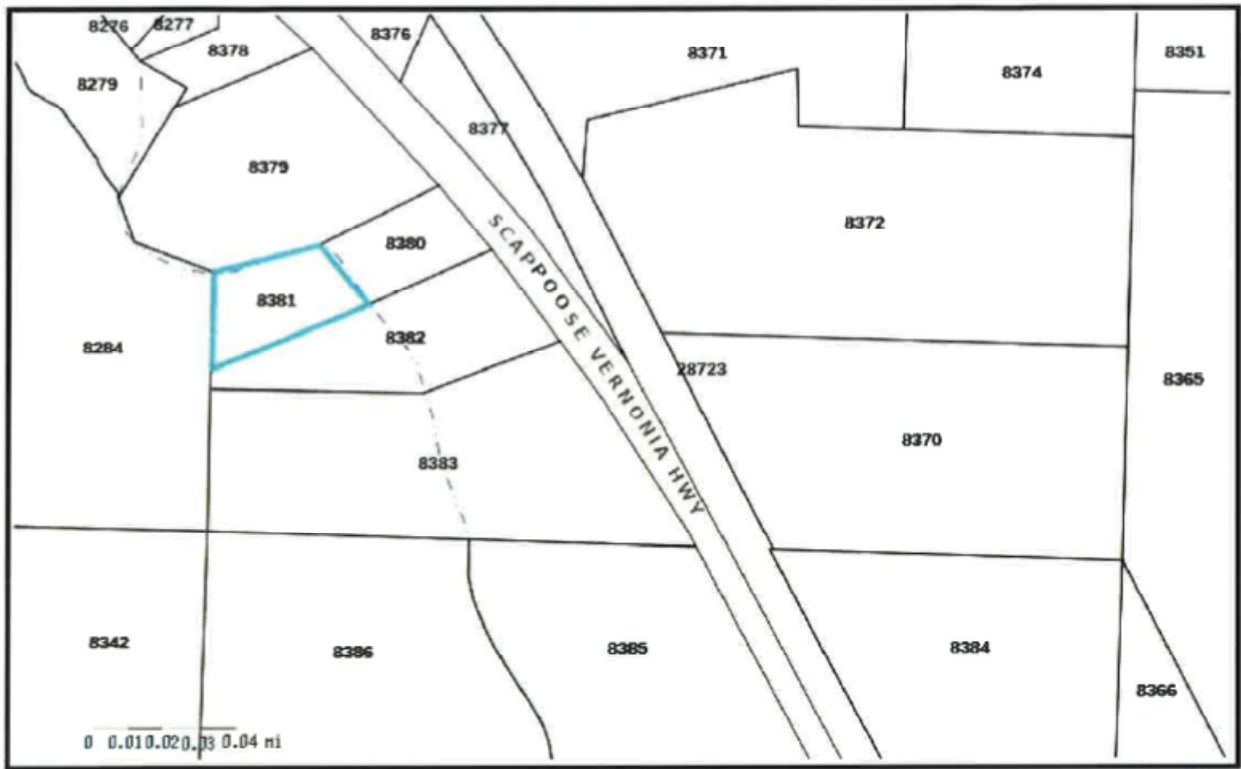


EXHIBIT B

AFTER RECORDING, RETURN TO GRANTEE:

TIMOTHY ROTTER AND BRIANA ROTTER
32074 Scappoose Vernonia Rd.
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 Timothy Rotter and Briana Rotter, Husband and Wife, hereinafter called Grantee, all right, title and interest in and to that certain parcel of real property identified in Columbia County records as Map ID No. 4N2W35-BC-01000 and Tax Account No.8231, and more particularly described on Exhibit A hereto.

The true and actual consideration for this conveyance is \$3,245.00.

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

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

This conveyance is made pursuant to Board of County Commissioners Order No. 34-2019 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 4N2W35-BC-01000 and
Tax Account No. 8381**

That portion of the following described property situated in Section 35, Township 4 North, Range 2 West, Willamette Meridian, in Columbia County, Oregon, and currently known (as Map No. 4N2W35-BC-01000, approximately 0.57 acres) as described as follows:

Beginning at the $\frac{1}{4}$ corner of Section 35, Township 4 North, Range 2 West, Willamette Meridian, in Columbia County, Oregon; thence North $00^{\circ} 39'$ West 231.3 feet, along said Section line, to the TRUE POINT OF BEGINNING and the Southwest corner of the herein described tract; thence continuing North $00^{\circ} 39'$ West 138.7 feet to the Northwest corner herein described; thence North $74^{\circ} 13'$ East 154.68 feet to the Northeast corner of the herein described tract; thence South $41^{\circ} 44'$ East 110 feet to the Southeast corner herein; thence South $65^{\circ} 53'$ West 241.42 feet to the true point of beginning.

AFTER RECORDING, RETURN TO GRANTEE:

TIMOTHY ROTTER AND BRIANA ROTTER
32074 Scappoose Vernonia Rd.
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 Timothy Rotter and Briana Rotter, Husband and Wife, hereinafter called Grantee, all right, title and interest in and to that certain parcel of real property identified in Columbia County records as Map ID No. 4N2W35-BC-01000 and Tax Account No.8231, and more particularly described on Exhibit A hereto.

The true and actual consideration for this conveyance is \$3,245.00.

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

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

This conveyance is made pursuant to Board of County Commissioners Order No. 34-2019 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 4N2W35-BC-01000 and
Tax Account No. 8381**

That portion of the following described property situated in Section 35, Township 4 North, Range 2 West, Willamette Meridian, in Columbia County, Oregon, and currently known (as Map No. 4N2W35-BC-01000, approximately 0.57 acres) as described as follows:

Beginning at the $\frac{1}{4}$ corner of Section 35, Township 4 North, Range 2 West, Willamette Meridian, in Columbia County, Oregon; thence North $00^{\circ} 39'$ West 231.3 feet, along said Section line, to the TRUE POINT OF BEGINNING and the Southwest corner of the herein described tract; thence continuing North $00^{\circ} 39'$ West 138.7 feet to the Northwest corner herein described; thence North $74^{\circ} 13'$ East 154.68 feet to the Northeast corner of the herein described tract; thence South $41^{\circ} 44'$ East 110 feet to the Southeast corner herein; thence South $65^{\circ} 53'$ West 241.42 feet to the true point of beginning.

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

In the Matter of Conveying Certain Real Property)
in Scappoose, Oregon, to Caseman T. Thompson;) ORDER NO. 40-2019
Tax Map ID No. 4N2W16-CB-00700)
and Tax Account No. 7616)

WHEREAS, on October 20, 2005, the Circuit Court of the State of Oregon for the County of Columbia entered of record the General Judgment in *Columbia County v. Hecker, Michael R., et al.*, Case No. 05-2398; and

WHEREAS, on October 24, 2007, 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. 4N2W16-CB-00700 and Tax Account No. 7616 (the “Property”), by deed recorded as document number 2007-013480 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 location and site circumstances make the Property unbuildable; and

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

WHEREAS, Buyer has offered \$500.00 to purchase the Property; and

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

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

WHEREAS, the County published public notice of the sale on June 5, 2019 in the Chronicle, a newspaper of general circulation in the County; and

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

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

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

1. Pursuant to ORS 275.225, the Board of County Commissioners authorizes the sale of the above-described Property to Caseman T. Thompson for \$500.00, plus an administrative fee in the amount of \$145.00.
2. The Board of County Commissioners will convey the Property by Quitclaim Deed in a form substantially the same as Exhibit B.

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

DATED this ____ day of _____, 2019.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

Approved as to form:

By: _____
Office of County Counsel

By: _____
Henry Heimuller, Chair

By: _____
Margaret Magruder, Vice Chair

By: _____
Alex Tardif, Commissioner

EXHIBIT A

Tax Account No. 7616

Map



EXHIBIT B

AFTER RECORDING, RETURN TO GRANTEE:

Caseman T. Thompson
408 E. Kiernan Ave.
Spokane, WA 99207

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 Caseman T. Thompson, 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. 4N2W16-CB-00700 and Tax Account No. 7616, and more particularly described on Exhibit A hereto.

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

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

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

This conveyance is made pursuant to Board of County Commissioners Order No. 40-2019 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 4N2W16-CB-00700 and
Tax Account No. 7616

The East one-half of Lot 3, Block 7, Spitzenberg, Columbia County, Oregon. Except rights of the Public in and to the County Roads therein.

AFTER RECORDING, RETURN TO GRANTEE:

Caseman T. Thompson
408 E. Kiernan Ave.
Spokane, WA 99207

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 Caseman T. Thompson, 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. 4N2W16-CB-00700 and Tax Account No. 7616, and more particularly described on Exhibit A hereto.

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

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

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

This conveyance is made pursuant to Board of County Commissioners Order No. 40-2019 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 4N2W16-CB-00700 and
Tax Account No. 7616

The East one-half of Lot 3, Block 7, Spitzenberg, Columbia County, Oregon. Except rights of the Public in and to the County Roads therein.

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

In the Matter of Conveying Certain Real Property)
in Scappoose, Oregon, to Hillcrest Investments,)
Limited Partnership, Tax Map ID Nos.) ORDER NO. 42-2019
3N2W22-BD-06600 and 3N2W22-BD-06700 and)
Tax Account Nos. 6497 and 6498)

WHEREAS, Seller acquired the property depicted on Exhibit A and described in Exhibit B through certain tax foreclosure deed dated October 25, 2018, and recorded in the Deed Records of the County as Document No. 2018-009054, Tax Map ID Nos. 3N2W22-BD-06600 and 3N2W22-BD-06700 and Tax Account Nos. 6497 and 6498 (the “Property”); and

WHEREAS, the Columbia County Board of Commissioners ordered the sale of the Property by Sheriff’s Sale on May 22, 2019 (the “Sheriff’s Sale”) in accordance with ORS 275.110 and Order No. 24-2019; and

WHEREAS Buyer was the apparent high bidder for the Property at the Sheriff’s Sale; and

WHEREAS, the Columbia County Board of Commissioners have approved the sale of the Property to Buyer on the terms and conditions set forth in the Earnest Money Agreement.

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

1. Pursuant to ORS 275.110, the Board of County Commissioners authorizes the sale of the above-described Property to Hillcrest Investments, Limited Partnership, in the amount of \$1,001.00, plus an administrative fee in the amount of \$145.00.
2. The Board of County Commissioners will convey the Property by Quitclaim Deed in a form substantially the same as Exhibit C.
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 Nos. 6497 and 6498

Map



EXHIBIT B

LEGAL DESCRIPTION

A tract of land in the Northwest quarter of Section 22, Township 3 North, Range 2 West, Willamette Meridian, Columbia County, Oregon, being more particularly described as follows:

Lot 2, Block 35, Hillcrest Part 3.

A tract of land in the Northwest quarter of Section 22, Township 3 North, Range 2 West, Willamette Meridian, Columbia County, Oregon, being more particularly described as follows:

Lot 1, Block 35, Hillcrest Part 3.

EXHIBIT C

AFTER RECORDING, RETURN TO GRANTEE:

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

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

QUITCLAIM DEED

The **COUNTY OF COLUMBIA**, a political subdivision of the State of Oregon, hereinafter called Grantor, for the consideration hereinafter stated, does hereby release and quitclaim unto Hillcrest Investments Limited Partnership, an Oregon limited partnership, hereinafter called Grantee, all right, title and interest in and to that certain parcel of real property identified in Columbia County records as Map ID Nos. 3N2W22-BD-06600 and 3N2W22-BD-06700 and Tax Account Nos. 6497 and 6498, and more particularly described on Exhibit A hereto.

The true and actual consideration for this conveyance is \$1,146.00.

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. 42-2019 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**

A tract of land in the Northwest quarter of Section 22, Township 3 North, Range 2 West, Willamette Meridian, Columbia County, Oregon, being more particularly described as follows:

Lot 2, Block 35, Hillcrest Part 3.

A tract of land in the Northwest quarter of Section 22, Township 3 North, Range 2 West, Willamette Meridian, Columbia County, Oregon, being more particularly described as follows:

Lot 1, Block 35, Hillcrest Part 3.

AFTER RECORDING, RETURN TO GRANTEE:

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

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

QUITCLAIM DEED

The **COUNTY OF COLUMBIA**, a political subdivision of the State of Oregon, hereinafter called Grantor, for the consideration hereinafter stated, does hereby release and quitclaim unto Hillcrest Investments Limited Partnership, an Oregon limited partnership, hereinafter called Grantee, all right, title and interest in and to that certain parcel of real property identified in Columbia County records as Map ID Nos. 3N2W22-BD-06600 and 3N2W22-BD-06700 and Tax Account Nos. 6497 and 6498, and more particularly described on Exhibit A hereto.

The true and actual consideration for this conveyance is \$1,146.00.

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. 42-2019 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

**EXHIBIT A
LEGAL DESCRIPTION**

A tract of land in the Northwest quarter of Section 22, Township 3 North, Range 2 West, Willamette Meridian, Columbia County, Oregon, being more particularly described as follows:

Lot 2, Block 35, Hillcrest Part 3.

A tract of land in the Northwest quarter of Section 22, Township 3 North, Range 2 West, Willamette Meridian, Columbia County, Oregon, being more particularly described as follows:

Lot 1, Block 35, Hillcrest Part 3.

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

In the Matter of Reimbursing the Mist-Birkenfeld Rural)
Fire Protection District Pursuant to ORS 275.275(2))

ORDER NO 49-2019

[2019 Distribution — Mist Gas Field Revenues]

WHEREAS, on December 29, 1994, the Board of County Commissioners adopted Order No. 338-94 which, among other things, authorized the Mist-Birkenfeld Rural Fire Protection District (RFPD) to apply for reimbursement for a portion of their operational costs due to the impaction on the District by natural gas exploration, development, transportation and storage in the Mist gas fields; and

WHEREAS, this reimbursement is made to the RFPD under Order No. 338-94 out of the proceeds received from the Mist gas field and pursuant to ORS 275.275(2); and

WHEREAS, on April 30, 2019, the RFPD submitted a list of budgeted expenditures for the 2018-2019 fiscal year, along with the corresponding percentage which are a result of impaction in the amount of \$232,110 certified to be for the costs described above; and

WHEREAS, the Board has reviewed and approved these costs, and the Columbia County Treasurer has verified said costs; and

WHEREAS, the Request for Reimbursement and Certification, the Board's approval and the Treasurer's verification referred to above are attached hereto as Exhibits A, B and C, respectively, and are incorporated herein by this reference; and

WHEREAS, the amount of funds available for reimbursement for impaction at this time is \$13,628.80 and, by prior agreement, Mist Birkenfeld RFPD is entitled to sixty-six percent (66%) of those funds; and

WHEREAS, this matter is now before the Board of County Commissioners for approval of reimbursement in the amount of \$8,995.01, which is the allowable amount of reimbursement for the above-mentioned costs approved pursuant to Order No. 338-94 and Order No. 52-2019;

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NOW, THEREFORE, IT IS HEREBY ORDERED that the RFPD shall be reimbursed in the amount of \$8,995.01 as a portion of their operational costs due to impaction on the district by natural gas exploration, development, transportation and storage in the Mist gas fields, as described in the attached Exhibit A.

DATED this 26th day of June, 2019.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____
Henry Heimuller, Chair

By: _____
Margaret Magruder, Commissioner

By: _____
Alex Tardif, Commissioner

Approved as to form

By: _____
Office of County Counsel



Exhibit A

REIMBURSEMENT REQUEST FOR COSTS DUE TO IMPACTION

Mist-Birkenfeld Rural Fire Protection District requests reimbursement of \$232,110.00 for impaction costs as detailed below.

The following is a listing of budgeted expenditures for the 2018-2019 fiscal year and the corresponding percentage which is a result of "IMPACTION":

2018-2019 Budgeted Amounts:	Total:	30% (Impaction)
Personnel Services:	\$ 340,000.00	\$ 102,000.00
Materials & Services:	\$ 170,050.00	\$ 51,015.00
Capital Outlay:	\$ 79,300.00	\$ 23,790.00
Contingencies:	\$ 184,350.00	\$ 55,305.00
Totals:	\$ 773,700.00	\$ 232,110.00
	Amount Requested:	<u>\$ 232,110.00</u>

NOTE: Unappropriated funds are not included in the amounts listed above. Reserve funds are not included in the amounts listed above.

If total requests for reimbursement exceed the total amount available for disbursement from the "impaction fund", we request that the formula approved and applied in November of 1994 be used to determine the disbursement amounts. Enclosed is a cost of operation statement and a certification of cost signed by our Board President.

Respectfully Submitted,

Joe Kaczinski
Fire Chief



CERTIFICATE

On behalf of the Mist-Birkenfeld Rural Fire Protection District, we certify that the following request represents accurately the costs incurred by this district in providing services deemed to reimbursable under ORS 275.275 (2) (b):

Dated this 30th day of April, 2019

X 

Mark Kaminski
Board President

X 

Joe Kaczinski
Fire Chief

COLUMBIA COUNTY

Board of Commissioners Office

Commissioners

Margaret Magruder

Henry Heimuller

Alex Tudlil

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

Exhibit B

FROM: Board of County Commissioners

TO: Finance Department

DATE: June 5, 2019

RE: Review and Determination Regarding Mist-Birkenfeld Rural Fire Protection District's Request for Reimbursement, Certificate and Cost Bill

The Board of County Commissioners has reviewed the request for reimbursement, certificate and cost bill submitted by the Mist Birkenfeld Rural Fire Protection District for a portion of their operational costs incurred due to the impaction on the District of natural gas exploration, development, transportation and storage in the Mist gas field. The Board has determined that the documentation is adequate and that the operational costs incurred meet the requirements for which the Board originally approved reimbursement under ORS 275.275(2) in Order No. 338-94.

The Board hereby requests that you verify the cost bill sought for reimbursement, as required by ORS 275.275(5), and sign and return the attached verification document to the Office of County Counsel.

Thank you,

Henry Heimuller, Chair

COLUMBIA COUNTY

Department of Finance and Taxation



ST. HELENS, OR 97051

230 Strand St., Room 254

Direct (503) 397-0060

Fax (503) 397-7251

www.co.columbia.or.us

CERTIFICATE

Pursuant to ORS 275.275(2)(b), I have reviewed the April 30, 2019, request for reimbursement, certificate and cost bill submitted by the Mist-Birkenfeld Rural Fire Protection District and verify that, to the best of my knowledge, they are for a portion of the operational costs incurred due to the impaction on the district of natural gas exploration, development, transportation and storage in the Mist gas fields. The Board of County Commissioners has determined these costs to be reimbursable under ORS 275.275(2)(b) and Order No. 52– 2019.

Dated this 18th day of June, 2019.

Columbia County Chief Deputy Treasurer

By: _____
Shelley Blickenstaff

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

**In the Matter of Reimbursing the Vernonia)
Rural Fire Protection District Pursuant to) **Order No. 50-2019**
ORS 275.275(2))**

[2019 Distribution — Mist Gas Field Revenues]

WHEREAS, on December 29, 1994, the Board of County Commissioners adopted Order No. 338-94 which, among other things, authorized the Vernonia Rural Fire Protection District ("Vernonia RFPD") to apply for reimbursement for a portion of their operational costs due to the impact on the District by natural gas exploration, development, transportation and storage in the Mist gas fields; and

WHEREAS, this reimbursement is made to the Vernonia RFPD under Order No. 338-94 out of the proceeds received from the Mist gas field and pursuant to ORS 275.275(2); and

WHEREAS, on May 6, 2019, the Vernonia RFPD submitted a list of budgeted expenditures for the 2018- 2019 fiscal year, along with the corresponding percentage which are a result of impact in the amount of \$55,883.40 certified to be for the costs described above; and

WHEREAS, the Board has reviewed and approved these costs, and the Columbia County Treasurer has verified said costs; and

WHEREAS, the Request for Reimbursement and Certification, the Board's approval and the Treasurer's verification referred to above are attached hereto as Exhibits A, B and C, respectively, and are incorporated herein by this reference; and

WHEREAS, the amount available for reimbursement for impactation at this time is \$13,628.80 and, by prior agreement, Vernonia RFPD is entitled to thirty-four percent (34%) of those funds; and

WHEREAS, this matter is now before the Board of County Commissioners for approval of reimbursement in the amount of \$4,633.79, which is the allowable amount of reimbursement for the above-mentioned costs approved pursuant to Order No. 338-94 and Order No. 52-2019;

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NOW, THEREFORE, IT IS HEREBY ORDERED that the Vernonia RFPD shall be reimbursed in the amount of \$4,633.79 as a portion of their operational costs due to impaction on the district by natural gas exploration, development, transportation and storage in the Mist gas fields, as described in the attached Exhibit A.

DATED this 26th day of June, 2019.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____
Henry Heimuller, Chair

By: _____
Margaret Magruder, Commissioner

By: _____
Alex Tardif, Commissioner

Approved as to form

By: _____
Office of County Counsel



Vernonia Rural Fire Protection District

May 6, 2019

555 East Bridge St.
Vernonia, OR 97064

Office:
(503) 429-8252

Fax:
(503) 429-2900

Dean Smith
Fire Chief

Karin Goodman
Office Manager

Columbia County Board of Commissioners
ATTN: Nancy Merlette
230 Strand Street
St. Helens, Oregon 97051

RE: 2018-2019 Impact Request

Dear Nancy;

We are asking for reimbursement of Impact funds under ORS 275.275 (2) (b). The following amount is being requested for reimbursement of operational costs in the amount of \$ 55,883.40.

Attached you will find a copy of our Operational cost projected out in percentage based on our current budget for the 2018-2019 budget year. You will also find attached a copy of the certificate signed.

I would like to say that we appreciate the Board of Commissioners consideration in this matter.

Sincerely,

Earl Dean Smith
Fire Chief
Vernonia Rural Fire Protection District

*"TO BETTER SERVE
OUR COMMUNITY
THROUGH
PREPARATION
AWARENESS
AND
PERSERVERANCE"*

Please visit our
website at:
www.vernoniafire.us



Vernonia Rural Fire Protection District

555 East Bridge St.
Vernonia, OR 97064

Office:
(503) 429-8252

Fax:
(503) 429-2900

Dean Smith
Fire Chief

Karin Goodman
Office Manager

COST OF OPERATION

The following is a listing of budgeted expenditures for the 2018-2019 fiscal year and the corresponding percentage, which is a result of "Impaction".

<u>2018-2019 Budget</u>	<u>Total Budget</u>	<u>15% Impaction</u>
Personal Services	\$ 212,856	\$ 31,928.40
Materials and Services	\$ 99,900	\$ 14,985.00
Capitol Outlay	\$ 59,800	\$ 8,970.00
	-----	-----
Sub Total	\$ 372,556	\$ 55,883.40

Total amount requested for reimbursement \$ 55,883.40

Note: Unappropriated, Debt Service and Reserve funds are not included in the amounts above.

If the total requests for reimbursement exceed the total amount available for disbursement from the "impact fund", we request that the formula approved and applied in November of 1994 be used to determine the disbursement amounts. Enclosed is a cost of operation statement and a certification of cost signed by our staff.

*"TO BETTER SERVE
OUR COMMUNITY
THROUGH
PREPARATION
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AND
PERSISTENCE"*

Please visit our
website at:
www.vernoniafire.us



Vernonia Rural Fire Protection District

555 East Bridge St.
Vernonia, OR 97064

Office:
(503) 429-8252

Fax:
(503) 429-2900

Dean Smith
Fire Chief


Karin Goodman
Office Manager


CERTIFICATE

On behalf of the Vernonia Rural Fire Protection District, we certify that the attached "Exhibit A" is a listing of budgeted expenditures for the 2018-2019 fiscal year along with the corresponding percentage, which is a result of "Impaction" on the district. This "Impaction" is due to the natural gas exploration, development, transportation and storage in the Mist gas fields. It has been determined that a portion of these operation costs are reimbursable under ORS 275.275 (2) (b).

Dated this 6th day of May 2019

VERNONIA RURAL FIRE
PROTECTION DISTRICT


Earl Dean Smith, Fire Chief


Karin Goodman, Office Manager

"TO BETTER SERVE
OUR COMMUNITY
THROUGH
PREPARATION
AWARENESS
AND
PERSISTENCE"

Please visit our
website at:
www.vernoniafire.us

COLUMBIA COUNTY

Board of Commissioners Office

Commissioners

Margaret Magruder

Henry Heimuller

Alex Tardif

Administration

Jan Greenhalgh

Jacy Normine



ST. HELENS, OR 97051

230 Strand St., Room 338

Direct (503) 397-4322

Fax (503) 366-7243

www.co.columbia.or.us

Exhibit B

FROM: Board of County Commissioners

TO: Finance Department

DATE: June 5, 2019

RE: Review and Determination Regarding Vernonia Rural Fire Protection District's Request for Reimbursement, Certificate and Cost Bill

The Board of County Commissioners has reviewed the request for reimbursement, certificate and cost bill submitted by the Vernonia Rural Fire Protection District for a portion of their operational costs incurred due to the impaction on the District of natural gas exploration, development, transportation and storage in the Mist gas field. The Board has determined that the documentation is adequate and that the operational costs incurred meet the requirements for which the Board originally approved reimbursement under ORS 275.275(2) in Order No. 338-94.

The Board hereby requests that you verify the cost bill sought for reimbursement, as required by ORS 275.275(5), and sign and return the attached verification document to the Office of County Counsel.

Thank you,

A handwritten signature in black ink, appearing to read "H. Heimuller", is written over a horizontal line.

Henry Heimuller, Chair

COLUMBIA COUNTY

Department of Finance and Taxation



ST. HELENS, OR 97051

230 Strand St., Room 254

Direct (503) 397-0060

Fax (503) 397-7251

www.co.columbia.or.us

CERTIFICATE

Pursuant to ORS 275.275(2)(b), I have reviewed the May 6, 2019, request for reimbursement, certificate and cost bill submitted by the Vernonia Rural Fire Protection District and verify that, to the best of my knowledge, they are for a portion of the operational costs incurred due to the impact on the district of natural gas exploration, development, transportation and storage in the Mist gas fields. The Board of County Commissioners has determined these costs to be reimbursable under ORS 275.275(2)(b) and Order No. 52-2019.

Dated this 18th day of June, 2019.

Columbia County Chief Deputy Treasurer

By: _____
Shelley Blickenstaff

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

In the Matter of the Distribution of)
Forest Trust Land Revenues)
[2019 Distribution])
_____)

ORDER NO. 51 - 2019

WHEREAS, ORS 530.115 governs the disposition of certain revenue from lands acquired under ORS 530.010 to 530.040; including forest trust land revenues; and

WHEREAS, ORS 530.115(1)(a) provides that the County general fund shall first be reimbursed for all costs and expenses incurred by the County in the maintenance and supervision of forest trust lands, provided that the proceeds so applied shall not be less than ten (10) percent of the total proceeds received; and

WHEREAS, pursuant to ORS 530.115(1) forest trust land revenue shall be credited to the county in which the lands are situated and applied pursuant to ORS 530.115(1)(a) to 530.115(1)(c); and

WHEREAS, the County has been credited with forest trust land revenue as shown on Exhibit A, which is attached hereto and incorporated herein by this reference; and

WHEREAS, after costs and expenses are reimbursed to the County, 25% of the remainder shall be credited and paid to the County School Fund and the remainder shall be prorated and apportioned to the taxing districts in which the lands are situated; and

WHEREAS, Resolution and Order No. 35 - 2005 dated June 29, 2005, and effective retroactive to July 1, 2004, governs how costs and expenses incurred in the maintenance and supervision of forest trust lands shall be determined; and

WHEREAS, the total forest trust land revenues received between July 1, 2018, and June 17, 2019, plus interest; the costs and expenses incurred in the maintenance and supervision of such forest trust lands during that time period; the monies due the County School Fund pursuant to ORS 530.115(1)(b); and, the monies to be reimbursed to the affected taxing districts pursuant to ORS 530.115(1)(c) are summarized on the attached Exhibit A;

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

1. The schedule of forest trust revenues, costs, expenses, and distributions attached hereto as Exhibit A is approved.

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2. Upon execution of this Order, the Treasurer is authorized to distribute those amounts set forth in Exhibit A, Section I, Forest Trust Lands Receipts, to Columbia County's General Fund and to the County School District/Education Service District for the County School Fund, and is further authorized to distribute those amounts set forth in Section II, Schedule of Distributions, to the taxing districts as shown therein.

DATED this ___ day of June, 2019.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____
Henry Heimuller, Chair

By: _____
Margaret Magruder, Commissioner

By: _____
Alex Tardif, Commissioner

Approved as to form

By: 
Office of County Counsel

EXHIBIT A

FOREST TRUST LANDS – PROCEEDS AND DISTRIBUTIONS
(UNDER ORS 530.115[1])

I. FOREST TRUST LANDS RECEIPTS (July 1, 2018 through June 30, 2019)

Qtr Payment Dept Forestry 7/31/18	391,430.39
Qtr Payment Dept Forestry 10/31/18	344,084.01
Qtr Payment Dept Forestry 1/30/19	1,769,091.39
Qtr Payment Dept Forestry 4/30/2019	680,303.01
Total Revenues	3,184,908.80
Plus FY18 Undistributed Balance	1,961.50
Plus Interest	3,744.65
TOTAL RECEIPTS	3,190,614.95

LESS COUNTY COSTS AND EXPENSES

10% administrative costs pursuant to ORS 530.115(1)(a) to General Fund	(319,061.50)
Subtotal	2,871,553.46

LESS COUNTY SCHOOL FUND (25%) 0.25	(717,888.36)
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TOTAL FOREST TRUST LANDS REVENUE FOR DISTRIBUTION	2,153,665.09
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II.SCHEDULE OF DISTRIBUTIONS Taxing Districts	Distribution Formula per ORS 311.390	Distribution Formula per ORS 530.115 (proration of tax rate)	Amount
Columbia County	0.09352265	15.85%	341,356.60
Columbia 4-H	0.00379538	0.64%	13,853.09
Columbia County Development Agency	0.04239886	7.19%	154,755.35
Jail Operations - Local Option	0.03965854	6.72%	144,753.22
9-1-1 Communication District	0.01696835	2.88%	61,934.28
Gr St Helens Park & Rec	0.0057192	0.97%	20,875.01
Mist-Birkenfeld RFPD	0.00432405	0.73%	15,782.73
NW Regional ESD	0.01009868	1.71%	36,860.07
St Helens 502 School District	0.12054957	20.43%	440,004.55
Rainier 13 School District	0.05006914	8.49%	182,751.79
Scappoose 1 JT School District	0.12293772	20.84%	448,721.27
Vernonia 47 JT School District	0.0454737	7.71%	165,978.48
Portland Community College	0.03453124	5.85%	126,038.63
Totals	0.590047	100%	2,153,665.09

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

In the Matter of the Distribution of)
Proceeds Under ORS 275.275)
) ORDER NO. 52-2019
[2019 Distribution: Gas & Land Sales])

WHEREAS, ORS 275.275(2), (3) and (4) and ORS 311.390 govern the distribution of proceeds arising under ORS 275.294, including oil and gas rents and royalties; and

WHEREAS, ORS 275.275(1), (3) and (4) and ORS 311.390 govern the distribution of proceeds arising under ORS 275.090 to 275.290 and 275.296 to 275.310, including proceeds from the sale of county lands; and

WHEREAS, a schedule showing how these proceeds should be distributed, as provided by ORS 275.275 and 311.390, and as provided by the Board of County Commissioners for approved funding requests under ORS 275.275(2)(c), is attached hereto as Exhibit A and incorporated herein by this reference; and

WHEREAS, ORS 275.275(2)(c) provides that an amount not to exceed 10 percent of the proceeds of oil and gas rents and royalties can be used to reimburse a taxing district within the County for costs and expenses necessarily incurred by the district in providing improved, additional or extraordinary services required on lands in the County as a result of activities authorized under ORS 275.294 (the "impact fee"); and

WHEREAS, the Mist-Birkenfeld Rural Fire Protection District and the Vernonia Rural Fire Protection District have submitted impact statements showing the additional or extraordinary services required due to the proximity of the Mist Gas Field; and

WHEREAS, by prior agreement, the Mist-Birkenfeld RFPD is entitled to sixty-six percent (66%) of the impact fee and the Vernonia RFPD is entitled to thirty-four percent (34%) of the impact fee; and

WHEREAS, ORS 275.275(2)(d) provides that proceeds from oil and gas rents and royalties may be used to reimburse Columbia County for its actual costs and expenses arising under ORS 275.294 and for 1) the maintenance and supervision of a lease or conveyance granting rights to explore, prospect for, mine or remove valuable minerals, oil or gas from the lands, 2) the maintenance and supervision of a lease or conveyance granting rights to conduct underground storage, as defined in ORS 520.005, and 3) litigation resulting from any such lease or conveyance described above; and

WHEREAS, a schedule setting forth the costs and expenses authorized to be reimbursed to the County under ORS 272.272(2)(d) is attached hereto as Exhibit B and incorporated herein by this reference; and

WHEREAS, pursuant to ORS 275.275(1)(a)(B), proceeds from the sale of County lands shall be applied to the Columbia County general fund to reimburse the County in an amount equal to the penalty and fee described in ORS 312.120 for each property upon which the county has foreclosed a lien for delinquent taxes; and

WHEREAS, pursuant to ORS 275.275(1)(a)(c), the Columbia County general fund is also entitled to reimbursement from the proceeds of the sale of county lands of the costs and expenses incurred in the maintenance and supervision of county-owned properties and in any action to quiet title; and

WHEREAS, a schedule setting forth the penalty and fee, and costs and expenses incurred by Columbia County referred to above is attached hereto as Exhibit C and incorporated herein by this reference; and

NOW, THEREFORE, IT IS HEREBY ORDERED, as follows:

1. The schedules attached hereto as Exhibits A, B, and C are hereby approved.
2. The Treasurer is authorized to immediately distribute those amounts set forth in Exhibit A, Section V, "Distribution to Taxing Districts", to the taxing districts shown therein.
3. The Treasurer is authorized to immediately distribute those amounts set forth in Exhibit A, Section I, "Gas Rents/Royalties" to the Mist-Birkenfeld and Vernonia Rural Fire Protection Districts for impact costs pursuant to ORS 275.275(2)(c).
4. The Treasurer is authorized to immediately distribute the amount set forth in Exhibit A, Section II "Gas/Mineral Expenses Reimbursable to County" to Columbia County.
5. The Treasurer is authorized to immediately distribute the expenses reimbursable to County and carry over from 2018 distribution as set forth in Exhibit A, Section III "Land Sales" to Columbia County.

DATED this 26th day of June, 2019.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____
Henry Heimuller, Chair

By: _____
Margaret Magruder, Commissioner

By: _____
Alex Tardif, Commissioner

Approved as to form

By: _____
Office of County Counsel

EXHIBIT A

2019 DISTRIBUTION: REVENUES FROM GAS RENTS/ROYALTIES AND LAND SALES

I. GAS RENTS/ROYALTIES (July 2018 - June 2019)

	PRINCIPAL	INTEREST	TOTAL
Revenue: Gas Rents/Royalties	\$ 135,789.19	\$ 498.84	\$ 136,288.03
Less Mist-Birkenfeld Impact			\$ 8,995.01
Less Vernonia RFPD Impact			\$ 4,633.79
Total Rents/Royalties for Distribution			\$ 122,659.23

II. GAS/MINERAL EXPENSES REIMBURSABLE TO COUNTY

A) County administrative expenses & costs incurred in FY 2018 - 19 [see, Exhibit B]

Total County Expenses for Reimbursement \$ 849.35

Gast Rent/Royalties Distribution \$ 121,809.88

III. LAND SALES

Land Sales – Revenues & Interest	260,106.80
Less Expenses Reimbursable to County [see, Exhibit C]	(109,259.21)
Carry-over from 2018 Distribution (Total carry-over to be reimbursed to Columbia County in subsequent distributions)	(109,914.88)
	40,932.71
Total Land Sales for Distribution	\$ 40,932.71

IV. TOTAL FOR THIS DISTRIBUTION \$ 162,742.59

V. DISTRIBUTION TO TAXING DISTRICTS	2018-19 TAX RATE	% AGE	FY19 AMOUNT TO BE DISTRIBUTED
			\$ 162,742.59
ST HELENS 502 SCHOOL	0.153106	15.3106%	\$ 24,916.87
SCAPPOOSE 1 JT SCHOOL	0.122938	12.2938%	\$ 20,007.25
COLUMBIA RIVER FIRE	0.097567	9.7567%	\$ 15,878.31
COLUMBIA COUNTY	0.093523	9.3523%	\$ 15,220.17
RAINIER 13 SCHOOL	0.050069	5.0069%	\$ 8,148.36
VERNONIA 47 JT SCHOOL	0.045474	4.5474%	\$ 7,400.56
CCDA - COLCO DEV AGENCY	0.042399	4.2399%	\$ 6,900.12
JAIL OPERATIONS - LOCAL OPTION	0.039659	3.9659%	\$ 6,454.21
CLATSKANIE 6J SCHOOL	0.035802	3.5802%	\$ 5,826.51
SCAPPOOSE CITY	0.029734	2.9734%	\$ 4,838.99
ST HELENS CITY	0.024546	2.4546%	\$ 3,994.68
SCAPPOOSE JT RFPD LO LEVY	0.020526	2.0526%	\$ 3,340.45
PORTLAND COMM COLLEGE	0.020468	2.0468%	\$ 3,331.02

V. DISTRIBUTION TO TAXING DISTRICTS	2018-19 TAX RATE	% AGE	FY19 AMOUNT TO BE DISTRIBUTED
RAINIER CITY	0.020455	2.0455%	\$ 3,328.90
COL 911 LO LEVY	0.01984	1.9840%	\$ 3,228.81
SCAPPOOSE JT RFPD	0.018449	1.8449%	\$ 3,002.44
COL 9-1-1 COMM DISTR	0.016968	1.6968%	\$ 2,761.42
PORTLAND COMM COLLEGE	0.014063	1.4063%	\$ 2,288.65
CLATSKANIE RFPD LO LEVY	0.013664	1.3664%	\$ 2,223.71
CLATSKANIE RFPD	0.013586	1.3586%	\$ 2,211.02
VERNONIA CITY	0.010544	1.0544%	\$ 1,715.96
NW REGIONAL ESD	0.010099	1.0099%	\$ 1,643.54
CLATSKANIE CITY	0.009853	0.9853%	\$ 1,603.50
COLUMBIA VECTOR	0.007327	0.7327%	\$ 1,192.41
FIRE PATROL	0.006652	0.6652%	\$ 1,082.56
COLUMBIA SWCD	0.006632	0.6632%	\$ 1,079.31
GTR ST HELENS PK & REC	0.005719	0.5719%	\$ 930.72
PORT OF COLUMBIA COUNTY	0.005077	0.5077%	\$ 826.24
SCAPPOOSE DRAINAGE	0.004644	0.4644%	\$ 755.78
MIST-BIRKENFELD JT RFPD	0.004324	0.4324%	\$ 703.70
SCAPPOOSE LIBRARY	0.004245	0.4245%	\$ 690.84
VERNONIA RFPD	0.003946	0.3946%	\$ 642.18
REDCO	0.003838	0.3838%	\$ 624.61
COLUMBIA 4H & EXTENSION	0.003795	0.3795%	\$ 617.61
FIRE PATROL SURCHARGE	0.003372	0.3372%	\$ 548.77
CITY COLUMBIA CITY	0.002929	0.2929%	\$ 476.67
CLATSKANIE PARK & REC	0.002924	0.2924%	\$ 475.86
CLATSKANIE LIBRARY	0.002409	0.2409%	\$ 392.05
CITY COLUMBIA CITY LO LEVY	0.001729	0.1729%	\$ 281.38
BEAVER DRAINAGE	0.001518	0.1518%	\$ 247.04
VERNONIA RFPD LO LEVY	0.001078	0.1078%	\$ 175.44
RAINIER CEMETERY	0.000973	0.0973%	\$ 158.35
ST HELENS URA	0.000887	0.0887%	\$ 144.35
RAINIER DRAINAGE	0.000353	0.0353%	\$ 57.45
MIDLAND DRAINAGE	0.000349	0.0349%	\$ 56.80
DEER ISLAND DRAINAGE	0.000243	0.0243%	\$ 39.55
MARSHLAND DRAINAGE	0.000224	0.0224%	\$ 36.45
PRESCOTT CITY	0.000195	0.0195%	\$ 31.73
WESTLAND DRAINAGE	0.000188	0.0188%	\$ 30.60
MAGRUDER DRAINAGE	0.000165	0.0165%	\$ 26.85
MS PARK COMMUNITY	0.000165	0.0165%	\$ 26.85
CLATSKANIE DRAINAGE	0.000164	0.0164%	\$ 26.69
SAUVIES ISL DRAINAGE	0.000158	0.0158%	\$ 25.71
SAUVIE ISLAND RFPD # 30	0.000103	0.0103%	\$ 16.76
WOODSON DRAINAGE	0.000072	0.0072%	\$ 11.72
COLUMBIA DRAINAGE	0.000065	0.0065%	\$ 10.58
CLATSOP DIKING	0.000047	0.0047%	\$ 7.65
SAUVIE ISLAND RFPD # 30 LOCAL OPTION	0.000046	0.0046%	\$ 7.49

V. DISTRIBUTION TO TAXING DISTRICTS	2018-19 TAX RATE	% AGE	FY19 AMOUNT TO BE DISTRIBUTED
MEADOW VIEW LIGHTING DIST	0.000044	0.0044%	\$ 7.16
JOHN DRAINAGE	0.000031	0.0031%	\$ 5.05
JOHN IMP SURCHARGE	0.000028	0.0028%	\$ 4.56
WEST MULTNOMAH SWCD	0.00001	0.0010%	\$ 1.63

EXHIBIT B

MIST GAS FIELD: ADMINISTRATIVE EXPENSES INCURRED – FY 2018 - 2019

I. COUNTY STAFF TIME

STAFF	HOURS	HOURLY RATE	TOTAL
Julie Stenberg, Paralegal	1.5	\$ 54.64 \$	81.96
Sarah Hanson, County Counsel	6	\$ 111.16 \$	666.98
Jacyn Normine, Board Assistant	1.5	\$ 38.51 \$	57.76
Shelley Blickenstaff, Accountant	1	\$ 42.65 \$	42.65
		STAFF TIME \$	849.35

II. MINERAL FUND EXPENSES

None	<u>0.00</u>
TOTAL EXPENSES \$	849.35

VERIFICATION

Pursuant to ORS 275.275(5), I have reviewed the above administrative expenses incurred by Columbia County for which reimbursement is sought from proceeds arising under ORS 275.294, and hereby verify that, to the best of my knowledge, they represent actual costs incurred in the administration of the Mist gas field and natural gas exploration, development, production and storage in the Mist gas fields. The Board of County Commissioners has determined these costs to be reimbursable under ORS 275.275(2)(d) and for which distribution has been authorized under Order No. 52 - 2019.

Dated this day of June, 2019.

COLUMBIA COUNTY TREASURER

By: Shelley Blickenstaff
Shelley Blickenstaff, Chief Deputy Treasu

Exhibit C

**Land Sales: Expenses Incurred by Columbia County – FY2018 - 2019
Reimbursable Under ORS 275.275(1)**

1) ORS 275.275(1)(a)(B) - PENALTY AND FEE UNDER ORS 312.120

a) BY GENERAL JUDGMENT OCTOBER 2018 [Taxes & interest under the General Judgment, plus five percent (5%) penalty, plus \$50 fee for properties redeemed prior to the one-year redemption notice being sent, or, for properties not redeemed prior to the one-year notice, the fee incurred for the title search plus the costs incurred by the County related to securing title searches.]

1. Taxes and interest due under the General Judgment;
2. Plus five percent (5%) penalty.
3. For properties redeemed before 1 year redemption notice sent, \$50 for costs incurred by County.
4. For properties not redeemed before 1 year redemption notice sent, the actual cost of the title search plus \$50 for costs incurred by County in obtaining title search.

PROPERTY OWNER	TAX MAP ID NO.	TAX ACCT NO.	TAXES & INTEREST UNDER GEN'L JUDGMENT	5% PENALTY	COSTS OF TITLE SEARCH	AMOUNT REIMBURSABLE
APPLEBY FRED JR & MARGARET	6N3W11-00-01401	18799	269.74	13.49	50.00	63.49
AYERS DONALD V	4N2W16-CC-01500	7636	130.35	6.52	50.00	56.52
BANKSTON ROSS L I & ROSS L II & HEIDI	7N5W11-00-00300	27523	4,765.85	238.29	450.00	688.29
BARTH TAMERA	5N2W12-00-00500	16051	29,002.65	1,450.13	450.00	1,900.13
BOLYARD DALE E & IDA	5N5W00-00-07800M	23828	43.79	2.19	450.00	452.19
BOLYARD DALE E & IDA	5N5W00-00-06100M	24701	30.56	1.53	450.00	451.53
BOLYARD DALE E & IDA	5N5W27-00-00400M	24755	30.56	1.53	450.00	451.53
BOLYARD DALE E & IDA	5N5W33-00-00500M	24777	30.56	1.53	450.00	451.53
BOLYARD DALE E & IDA	5N5W34-00-00400M	24797	30.56	1.53	450.00	451.53
BOLYARD DALE E & IDA	6N5W00-00-04200M	25148	33.09	1.65	450.00	451.65
BOLYARD DALE E & IDA	6N5W00-00-04300M	25150	85.93	4.30	450.00	454.30
BOWEN DONALD W & BOWEN MELISSA	5N1W28-AB-01800	14325	40.56	2.03	450.00	452.03
BOWEN DONALD W & BOWEN MELISSA	5N1W28-AB-01801	14325	40.56	2.03	450.00	452.03
BRUCE HALL	4N1W05-CC-02500	12279	4,152.23	207.61	450.00	657.61
CAMERON ROB & BRENDA	7N3W17-D0-01000	20849	2,212.21	110.61	450.00	560.61
CASSWELL ALBERT	3N2W12-CC-01302	3881	14,903.77	745.19	450.00	1,195.19
CASSWELL GERALD EUGENE	3N2W12-DD-07300	4043	15,098.90	754.95	450.00	1,204.95
CITY OF CLATSKANIE	7N4W08-DB-01699	26104	1,414.73	70.74	450.00	520.74
CLIFTON RICHARD	5N1W19-00-00500	15598	8,427.35	421.37	50.00	471.37
CLINE KEITH A	3N2W12-BB-03702	3560	322.14	16.11	450.00	466.11
DENSON WILLIE H & OLSEN KATHY M	7N2W17-C0-01300	21028	4,001.79	200.09	450.00	650.09
EARLS DUSTIN & JENNIFER	6N2W09-C0-01202	19256	12,670.32	633.52	50.00	683.52
ENGEL DEBORAH A	4N4W03-BB-01500	22339	2,608.91	130.45	450.00	580.45
FORSYTHE KEITH REVOCABLE LIVING T	5N1W32-00-01000	15770	62,164.14	3,108.21	450.00	3,558.21
GANN ALAN R	4N2W16-CC-01200	7633	133.93	6.70	50.00	56.70
GANN ALAN R	4N2W16-CC-01600	7637	1,057.76	52.89	50.00	102.89
GANN ALAN R	4N2W16-CC-01900	7640	133.93	6.70	50.00	56.70
GANN ALAN R	4N2W16-CC-02000	7641	301.18	15.06	50.00	65.06
GELLATLY ROBERT ANTHONY	4N1W08-AB-01001	13065	10,431.83	521.59	50.00	571.59
HAYS JAY R	4N2W02-00-01303	15203	5,771.94	288.60	450.00	738.60
HEIN T J	7N3W26-C0-00600	18935	726.70	36.34	450.00	486.34
HELLER ROBERT E	4N1W04-CC-00300	10516	54,931.93	2,746.60	450.00	3,196.60
HURST EDWIN L	7N4W17-BA-00500	26306	139.55	6.98	50.00	56.98
JOHNSON PHILIP A & REBECCA G	7N2W16-CC-00314	18062	1,642.68	82.13	50.00	132.13
JONES PARIS L & SHELLY R	7N4W05-00-02000	26876	8,481.47	424.07	450.00	874.07
LAMMI-MASSEY DIANE E	7N5W09-00-00400	27453	39,143.23	1,957.16	450.00	2,407.16
MAYGER ALLIANCE GROUP LLC	8N3W19-A0-00200	27899	7,592.65	379.63	50.00	429.63
MORRELL JIMMIE J TRUST ET AL	6N2W16-D0-00400	21325	15,782.86	789.14	450.00	1,239.14

Exhibit C

NACE CHARLOTTE	4N1W04-DA-05700	10934	5,610.88	280.54	450.00	730.54
OLSON MICAH	5N2W26-D0-00300	17509	5,603.45	280.17	50.00	330.17
ROSIAN MARK W & KIMBERLY J LIM	6N2W04-B0-00400	19112	7,865.78	393.29	50.00	443.29
SEIDEL CHEREA	3N2W12-BB-03501	3553	15,691.94	784.60	450.00	1,234.60
TARBELL FAMILY REVOCABLE TRUST	5N2W36-C0-00900	17597	12,267.32	613.37	450.00	1,063.37
TEUFEL KENT R	5N2W36-C0-00900	7203	130.35	6.52	450.00	456.52
TEUFEL KENT R	3N2W24-BC-03100	7204	34.12	1.71	450.00	451.71
TEUFEL KENT R	4N4W08-AA-00201	24042	30.56	1.53	450.00	451.53
SORENSEN BERNT E & JOHANNE C	7N2W17-BD-03600	19503	241.48	12.07	450.00	462.07
SUDWAY TOM E	6N2W11-00-00702	19298	6,742.72	337.14	50.00	387.14
WARREN TIMOTHY M & DAWN M	7N4W08-CD-08600	204	5,153.57	257.68	450.00	707.68
WHEELER ROSE O & WHEELER MARIAN	4N1W04-CA-08900	10631	5,218.04	260.90	450.00	710.90
WHEELER ROSE O MARIANNE M	4N1W04-CA-09600	10639	6,630.15	331.51	50.00	381.51
WILEY CHRIS	4N1W04-AA-08101	9971	40.78	2.04	450.00	452.04
WILEY CHRIS	7N2W16-BC-00300	17869	47.82	2.39	450.00	452.39
WILEY CHRIS	7N2W32-A0-00799	20098	30.53	1.53	450.00	451.53
WILEY CHRIS	7N3W16-B0-01400	20792	32.25	1.61	450.00	451.61
WITHERS RUTH	5N1W28-AD-05101	436271	40.56	2.03	450.00	452.03

Totals 380,195.19 19,009.76 18,800.00 37,809.76

=properties redeemed before 1-year redemption notice

b) BY DEED OCTOBER 2018 (2013 foreclosure) [Taxes and interest due under General Judgment, plus five percent (5%) Penalty plus actual cost of Title Search (\$250 +\$165. each), plus \$50 to cover County's costs in obtaining title search]

2305 COLUMBIA BUILDING LLC	7N2W07-C0-00101	22176	9,024.95	451.25	450.00	901.25
CD BLAIR ENTERPRISES LLC	7N2W16-CA-08900	17986	5,714.79	285.74	450.00	735.74
FORD JAMES & TAMMIE	4N1W04-AD-02501	10164	10,006.56	500.33	450.00	950.33
WEST IRA R	7N4W05-DA-00200	26892	3,797.41	189.87	450.00	639.87
HOWARD AUBY W & MICHELLE A	4N1W04-AD-03300	10179	4,409.32	220.47	450.00	670.47
JONES ROBERT V	4N4W03-BB-06900	22398	33.19	1.66	450.00	451.66
LEAMY RICHARD L & JEANNE M	4N1W20-BC-00300	435948	1,684.98	84.25	450.00	534.25
LINN FLOYD R	4N4W03-BD-01702	22524	1,289.73	64.49	450.00	514.49
LINN FLOYD R	4N4W03-BD-01703	22525	1,289.73	64.49	450.00	514.49
LOUCKS JOHN R & NORMA E	6N5W05-00-00601	25206	38.11	1.91	450.00	451.91
PRUTCH TONI E	4N4W03-BC-08200	22473	5,946.65	297.33	450.00	747.33
WEND DEBRA E	4N4W03-BC-08200	10654	6,980.76	349.04	450.00	799.04

Totals 50,216.18 2,510.81 5,400.00 7,910.81

Exhibit C

2) ORS 275.275(1)(a)(C) – MAINTENANCE AND SUPERVISION OF PROPERTIES

a) SUPERVISION OF PROPERTIES BY STAFF

	HOURS	HOURLY RATE	TOTAL
Sarah Hanson	113.50	111.16	12,617.09
Todd Dugdale	6.00	56.79	340.75
Hayden Richardson	10.50	51.69	542.73
Casey Garrett	32.00	65.08	2,082.53
Andrew Ventris	8.00	46.12	368.95
Zachary Holter	4.00	43.06	172.25
Jeremy South	8.00	40.02	320.20
MaryAnn Guess	21.00	64.10	1,346.19
Shelley Blickenstaff	6.00	50.18	301.07
Jacyn Normine	742.50	38.51	28,590.01
Julie Stenberg	<u>58.60</u>	54.64	3,201.88

Staff Time 49,883.64

Exhibit C

b) Direct Expense incurred in Supervising the Program

6/22/2018	CounMedi - Country Media, Inc.		87.23
6/30/2018	Jan Greenhalgh	Out of Pocket expenses	370.00
7/17/2018	WorlJay - Jay Patrick Worley		924.00
8/8/2018	CounMedi - Country Media, Inc.		123.92
8/31/2018	County Clerk - Filing Fees		101.00
9/5/2018	BrauRobe - Robert J Braud	Realtor Commission	325.00
9/5/2018	County Clerk - Filing Fees		202.00
9/7/2018	County Clerk - Filing Fees		101.00
9/12/2018	BrauRobe - Robert J Braud	Realtor Commission	1,750.00
10/17/2018	OPPMA - OR Public Property Mgrs Association		150.00
10/31/2018	Jacyn Normine	Out of pocket expenses	66.30
11/14/2018	BrauRobe - Robert J Braud	Realtor Commission	1,000.00
11/14/2018	CounMedi - Country Media, Inc.		45.00
11/14/2018	County Clerk - Filing Fees		101.00
11/30/2018	Jacyn Normine	Out of pocket expenses	70.63
12/11/2018	County Clerk - Filing Fees		106.00
12/13/2018	County Clerk - Filing Fees		101.00
12/19/2018	WastMan1 - Waste Management, Inc.		50.00
12/31/2018	Work Crew Invoice		375.00
1/24/2019	WastMan1 - Waste Management, Inc.		1,107.83
1/31/2019	Work Crew Invoice		375.00
2/21/2019	Jacyn Normine	Out of pocket expenses	37.47
2/27/2019	CounMedi - Country Media, Inc.		210.80
3/7/2019	CounMedi - Country Media, Inc.		83.70
3/14/2019	ACEHARD - Ace Hardware		162.81
3/14/2019	OPPMA - OR Public Property Mgrs Association		250.00
3/28/2019	Jacyn Normine	Out of pocket expenses	24.01
3/31/2019	Work Crew Invoice		375.00
4/8/2019	CounMedi - Country Media, Inc.		-132.23
4/9/2019	County Clerk - Filing Fees		101.00
4/10/2019	HudsPort - Hudson Portable Toilet Service		287.64
4/22/2019	County Clerk - Filing Fees		202.00
4/25/2019	WizeHive - WizeHive, Inc.		474.00
4/30/2019	Work Crew Invoice		1,125.00
5/8/2019	CounMedi - Country Media, Inc.		738.06
5/15/2019	CounMedi - Country Media, Inc.		316.28
5/15/2019	VernVoic - Vernonia's Voice		200.00
5/15/2019	County Clerk - Filing Fees		202.00
5/21/2019	County Clerk - Filing Fees		101.00
5/22/2019	DailNews - The Daily News		808.50
5/22/2019	Dump Stoppers March 2019		1,074.69
6/4/2019	County Clerk - Filing Fees		202.00
6/5/2019	CounMedi - Country Media, Inc.		1,244.40
	FY19 Admin fee collected to cover expenses		-5,136.47
	Direct Program Supervision Costs		10,483.57

Exhibit C

c) EXPENSES INCURRED -- Maintenance and Clean Up

6/7/2018 CLATPUD - Clatskanie PUD	16.00
6/11/2018 CounMedia - Country Media, Inc.	141.05
6/30/2018 CLATPUD - Clatskanie PUD	16.00
8/8/2018 CLATPUD - Clatskanie PUD	16.00
9/10/2018 ACEHARD - Ace Hardware	32.77
9/12/2018 CLATPUD - Clatskanie PUD	16.00
10/24/2018 CLATPUD - Clatskanie PUD	16.00
11/8/2018 CLATPUD - Clatskanie PUD	16.00
1/4/2019 CLATPUD - Clatskanie PUD	21.00
1/4/2019 CLATPUD - Clatskanie PUD	30.74
1/9/2019 CLATPUD - Clatskanie PUD	37.00
3/4/2019 CLATPUD - Clatskanie PUD	11.00
3/28/2019 DahlDo - Dahlgren's Do It Best Builder's Supply	73.15
4/10/2019 CLATPUD - Clatskanie PUD	16.00
4/10/2019 WastMan1 - Waste Management, Inc.	2,558.58
4/30/2019 TS Acct 19	68.53
5/8/2019 DahlDo - Dahlgren's Do It Best Builder's Supply	85.62
Maintenance and Clean Up Costs	3,171.44

TOTAL REIMBURSABLE TO COLUMBIA COUNTY from Land Sales Revenues 109,259.21

VERIFICATION

Pursuant to ORS 275.275(5), I have reviewed the above administrative expenses incurred by Columbia County for which reimbursement is sought from proceeds arising under ORS 275.090 to 275.290 and 275.296 to 275.310, and hereby verify that, to the best of my knowledge, they represent actual costs incurred in the maintenance and supervision of County lands. The Board of County Commissioners has determined these costs to be reimbursable under ORS 275.275(1)(a)(C) and for which distribution will be authorized in Order No. 52-2019.

Dated this ____ day of June, 2019

COLUMBIA COUNTY TREASURER

By: 
Shelley Blickenstaff, Chief Deputy Treasurer

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

In the Matter of Establishing a Temporary
Emergency Speed for Gable Road between
Highway 30 and Columbia Boulevard

ORDER NO. 54-2019

WHEREAS, pursuant to ORS 810.180(9), a road authority may establish an emergency speed on any highway under its jurisdiction; and

WHEREAS, Gable Road is a County Road under the jurisdiction of Columbia County (the "County"); and

WHEREAS, the County is constructing sidewalks and bike lanes along Gable Road, which creates additional safety risks during construction, including increased construction vehicles on the roadway and detoured vehicular and pedestrian traffic, and

WHEREAS, the Director of the Columbia County Public Works Department has determined that due to the increased safety risks during construction, the posted speed limits on Gable Road are no longer safe; and

WHEREAS, in accordance with County Ordinance No. 90-14 and ORS 810.180(9), the Director recommends that the County establish a temporary emergency speed of 20 miles per hour on Gable Road, between Highway 30 and the Columbia Boulevard, during the construction of the road improvements but in no case more than 120 days;

NOW, THEREFORE, THE BOARD OF COUNTY COMMISSIONERS HEREBY
ORDERS:

1. A temporary emergency speed limit of 20 miles per hour shall be established on Gable Road between Highway 30 and the Columbia Boulevard; and
2. The Road Department shall post appropriate signs giving notice of the emergency speed in compliance with ORS 810.200; and
3. The temporary emergency speed shall be effective and enforceable when the signs giving notice of the speed are posted and shall remain in effect during the construction of the Gable Road sidewalk and bike lane improvements, but in no case more than 120 days from the effective date.

DATED this _____ day of June, 2019.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____
Henry Heimuller, Chair

Approved as to form:

By: _____
Margaret Magruder, Commissioner

By: _____
Office of County Counsel

By: _____
Alex Tardif, Commissioner

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

In the Matter of Authorizing)
Supplemental Budget Appropriations,) RESOLUTION NO. 55-2019
Contingency Transfer, and Interfund)
Transfers)

WHEREAS, ORS 294.471 permits the County to make one or more supplemental budgets by resolution when there is an occurrence or condition that was not known at the time the original budget was prepared; and

WHEREAS, this supplemental budget is for several General Fund departments including Commissioners, Elections, Surveyor, County Firing Range, Emergency Management, Land Development Services Department, and Transfers Out, and does not increase the fund's budget by more than 10%; and

WHEREAS, the General Fund has experienced occurrences/conditions not ascertained when preparing the original budget, which necessitate a change in financial planning; and

WHEREAS, ORS 294.463 permits the County to make transfers of general operating contingency; and

WHEREAS, the total General Fund contingency transfer detailed in Exhibit A are less than 15% of the total appropriations contained in the original budget for the fund; and

WHEREAS, there is sufficient funding available in the General Fund contingency categories to cover these costs from a contingency transfer;

NOW, THEREFORE, IT IS RESOLVED that the supplemental budget actions are hereby approved, and appropriated as detailed in Exhibit A:

DATED in St. Helens, Oregon this 26th day of June, 2019

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON,

By: _____
Henry Heimuller, Commissioner

By: _____
Margaret Magruder, Commissioner

By: _____
Alex Tardif, Commissioner

Approved as to form:

By: _____
Office of County Counsel

Columbia County Exhibit A
FY19 Supplemental Budget Appropriation

Fund, Dept and Budget Cat	Appropriation	Supplemental	Change
General Fund			
Commissioners	620,353	630,353	10,000
Assessor's Dept	1,389,997	1,389,997	0
Tax Office	274,622	274,622	0
Clerk's Office	282,055	282,055	0
Elections	136,482	181,482	45,000
Sheriff's Office	2,649,884	2,649,884	0
Economic Development	170,365	170,365	0
County Surveyor	155,878	157,878	2,000
District Attorney's Office	1,611,576	1,611,576	0
Justice Court	584,231	584,231	0
Col County Firing Range	4,264	5,764	1,500
Juvenile Department	957,496	957,496	0
County Counsel	591,300	591,300	0
Veterans' Service Office	136,895	136,895	0
Public Health	1,237,919	1,237,919	0
Court Mediation	34,000	34,000	0
Emergency Management	303,027	333,027	30,000
Finance/Purchasing/PR	1,312,728	1,312,728	0
Land Dev Services	858,385	888,385	30,000
Info Tech Department	989,905	989,905	0
Public Affairs	133,958	133,958	0
Human Resources	299,427	299,427	0
General Services	793,802	793,802	0
Debt	968,287	968,287	0
Transfers	4,069,411	4,931,423	862,012
Contingency	1,181,462	567,962	(613,500)
General Fund Total	21,747,709	22,114,721	367,012
Changes in Resources			
Beginning Fund Balance	2,883,701	3,220,713	337,012
Emergency Mngt Revenue	138,247	168,247	30,000
			367,012
Transfers			
Finance			170,038
IT			70,000
General Services			96,974
General Transfer to Transit Fund			525,000
			862,012

PERMIT AND HOLD HARMLESS AGREEMENT
for use of Columbia County Facilities

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

Name of Facility: Courthouse Plaza
Address of Facility: Columbia County Courthouse, 230 Strand, St. Helens, Oregon
Name of Event: 4th of July Celebration
Description of the Event: 4th of July activities & Fireworks
Date and Time of the Event: July 4th, 2019, 7am – midnight (of July 5th, 2019)

In consideration of the permission given by County for Permittee to use the County Facility for the above-described Event, Permittee agrees to release, indemnify, defend and hold harmless the County, its officers, agents and employees, successors and assigns against all liability, loss, and costs arising from actions, suits, claims, or demands, except when due to the County's sole negligence, arising in any manner out of the use of such facilities by Permittee, its officers, agents, employees, members or invited guests. Permittee further agrees to assist with maintenance of the Courthouse Plaza, including but not limited to lawn mowing, weed control, irrigation, tree trimming, and maintenance of flower beds and shrubs, and to make upgrades subject to the County's prior written approval for a period of 24 months from January 1, 2018 through December 31, 2019.

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

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

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

BOARD OF COUNTY COMMISSIONERS FOR
COLUMBIA COUNTY, OREGON:

By: 
(Signature of Authorized Representative)

By: _____
Chair

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

Date: _____

Date:

PERMIT AND HOLD HARMLESS AGREEMENT
for use of Columbia County Facilities

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


Name of Facility: Courthouse Plaza
Address of Facility: Columbia County Courthouse, 230 Strand, St. Helens, Oregon
Name of Event: Mardi Gras in July
Description of the Event: Music, food, dancing
Date and Time of the Event: July 13th, 2019, 12pm-8pm and July 14th, 2019, 12pm – 8pm

In consideration of the permission given by County for Permittee to use the County Facility for the above-described Event, Permittee agrees to release, indemnify, defend and hold harmless the County, its officers, agents and employees, successors and assigns against all liability, loss, and costs arising from actions, suits, claims, or demands, except when due to the County's sole negligence, arising in any manner out of the use of such facilities by Permittee, its officers, agents, employees, members or invited guests. Permittee further agrees to assist with maintenance of the Courthouse Plaza, including but not limited to lawn mowing, weed control, irrigation, tree trimming, and maintenance of flower beds and shrubs, and to make upgrades subject to the County's prior written approval for a period of 24 months from January 1, 2018 through December 31, 2019.

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

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

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

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

Date:

BOARD OF COUNTY COMMISSIONERS FOR
COLUMBIA COUNTY, OREGON:

By: _____
Chair

Date: _____

PERMIT AND HOLD HARMLESS AGREEMENT
for use of Columbia County Facilities

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


Name of Facility: Courthouse Plaza
Address of Facility: Columbia County Courthouse, 230 Strand, St. Helens, Oregon
Name of Event: Mardi Gras in July
Description of the Event: Music, food, dancing
Date and Time of the Event: July 13th, 2019, 12pm-8pm and July 14th, 2019, 12pm – 8pm

In consideration of the permission given by County for Permittee to use the County Facility for the above-described Event, Permittee agrees to release, indemnify, defend and hold harmless the County, its officers, agents and employees, successors and assigns against all liability, loss, and costs arising from actions, suits, claims, or demands, except when due to the County's sole negligence, arising in any manner out of the use of such facilities by Permittee, its officers, agents, employees, members or invited guests. Permittee further agrees to assist with maintenance of the Courthouse Plaza, including but not limited to lawn mowing, weed control, irrigation, tree trimming, and maintenance of flower beds and shrubs, and to make upgrades subject to the County's prior written approval for a period of 24 months from January 1, 2018 through December 31, 2019.

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

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

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

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

Date:

BOARD OF COUNTY COMMISSIONERS FOR
COLUMBIA COUNTY, OREGON:

By: _____
Chair

Date: _____

RCTP Investment Agreement

June 18, 2019

TO: Columbia County

From: Chuck Daughtry, Executive Director

Project Title: Crown Zellerbach Trail

Investment: \$40,000.00

Columbia County Economic Team has been awarded \$40,000.00 in Regional Cooperative Tourism Program funds to support Crown Zellerbach Trail Enhancements, Phase 1, project.

The project work on the Crown Zellerbach Trail Enhancements, Phase 1, will be carried out by Columbia County. This letter represents a mutual agreement between Columbia County Economic Team's authorized representative and Columbia County. Upon receipt of a signed copy of this agreement and an invoice from your organization, Columbia County Economic Team agrees to release the first of three payments to be issued according to the following schedule:

- \$20,000.00 to be invoiced and paid upon execution of this agreement
- \$10,000.00 to be invoiced and paid upon receipt of the mid-project progress report (see below)
- \$6,000.00 to be invoiced and paid upon receipt of final project report (see below)

Receipt by Columbia County Economic Team of this signed agreement indicates applicant's acceptance of terms. It is understood that investment funds are to be used only for the purpose and project described the CCET grant application outlined in Exhibit I . This agreement is void if not fully executed by June 30th, 2019.

By signing this agreement, Columbia County agrees to the following:

1. All promotional materials, press releases and/or other communications created to announce and/or promote the Crown Zellerbach Trail Enhancements, Phase 1, project shall include Travel Oregon's tagline, logo or both, and the acknowledgement, "*...funded in part by Travel Oregon through the Regional Cooperative Tourism Program, Portland Region.*" Digital logo files will be provided upon request.
2. Delivery of a project progress report by May 10th, 2019, unless project is already complete by that date. The progress report shall include a narrative summary of completed project milestones to date, description of remaining project steps to be completed and projected timelines for completion.
3. Delivery of a final report within 15 days of project completion but no later than August 15th, 2019. The final project report shall include:
 - a. A full accounting of how the grant funds are expended, including copies of supporting receipts and invoices.
 - b. A narrative summary of the project execution, completion and accomplishments.

- c. Examples of promotional materials, press releases and/or other communications created to announce and/or promote the Crown Zellerbach Trail Enhancements, Phase 1, project.
4. Delivery of all reports via email to Chuck Daughtry, Executive Director, Columbia County Economic Team ed@columbiacountyoregon.com.
5. Applicant will indemnify and hold harmless Columbia County Economic Team and its individual members and staff, from and against any and all claims, suits or actions of any nature which may result or arise from activities of the applicant, its subcontractors, agents or employees under this grant.
6. Any funds unused by June 30th, 2019, for the specific purposes outlined in the application shall be returned to Columbia County Economic Team unless otherwise agreed to in writing by Columbia County Economic Team.

Acknowledged and agreed to by:

Authorized Columbia County Signature

Chuck Daughtry, Executive Director
Columbia County Economic Team

Printed Name

Date

Date

Exhibit I

Phase 1 of the CZ Trail Enhancement adds significant trailhead improvements to enhance access, safety and trailhead aesthetics along the existing portion of the trail.

The major components of the existing Phase 1 project include:

- The development of a trail map detailing all access points, parking, amenities, and points of interest on the trail,
- The physical designation of seven individual trailheads with kiosks and signage,
- The additional development of the Chapman (renamed Ruley) Trailhead to include:
 - a covered picnic area
 - vault toilet
 - horse mount assist
 - a bicycle repair station and attractive low maintenance landscaping
- The installation of a flashing safety crossing at the intersection of the CZ Trail and Scappoose-Vernonia/Cater Road
- Trail crossing signage at all other trail intersections with County Roads
- Market the improvements and the need to finish the last two miles by updating Columbia County's website and publicizing the CZ Trail with potential users groups (cyclists, walkers, hikers, and equestrians).

The Crown Zellerbach Trail Phase 1 Project will fund:

1. Implementation of the professionally developed landscape plan of the Ruley (formerly named Chapman) Trailhead including:
 - a. Site preparation to re-route the trail, paving the parking lot and other improvements not budgeted for in the Phase 1 grant.
 - b. Professional landscaping and proper landscaping site prep.
 - c. Site preparation for the installation of historic logging equipment as a key feature of the site, including interpretive information.
2. Develop and implement a more complete plan to promote the Crown Zellerbach Trail including:
 - a. Revisions to County's website.
 - b. Supplementing funding for social media consultant to promote the trail on social media
 - c. Supplementing funding for a contract photographer to take pictures of the trail for promotion purposes.
 - d. Professionally prepared brochures about the trail
3. Add two more bike stations and four park benches at other trailheads already designated for improvements in the Phase 1 grant.

**TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
SUBRECIPIENT AGREEMENT [GP200811EV]
DISBURSEMENT OF STATE OF OREGON, PUBLIC TRANSIT SECTION
SPECIAL TRANSPORTATION IMPROVEMENT FUNDS**

PARTIES:

1. Tri-County Metropolitan Transportation District of Oregon (TriMet), a mass transit district organized under ORS Chapter 267. TriMet is acting as a Qualified Entity designated to distribute funds pursuant to ORS Chapter 184.751 *et seq* to authorized entities that provide Public Transportation Services from the State of Oregon Department of Transportation (ODOT), Public Transit Division, Special Transportation Improvement Fund (STIF) for the purposes set forth at ORS 184.758. Pursuant to Resolution No. 18-10-72, TriMet's Board of Directors authorized TriMet to disburse STIF Formula Funds received by TriMet to eligible Subrecipients in accordance with the STIF Plan.
2. Columbia County (Subrecipient).

DEFINITIONS:

As used in this Agreement, which includes all Exhibits:

1. "Americans with Disabilities Act" ("ADA") means section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended by the ADA Amendments Act of 2008.
2. "Capital Asset" means real property or tangible items purchased or leased with STIF moneys, including without limitation vehicles and structures, with a purchase price of \$5,000 or more and a useful life of at least one year.
3. "Commission" means the Oregon Transportation Commission ("OTC") established under ORS 184.612.
4. "Fiscal Year" means the annual period which begins on July 1 and ends on June 30.
5. "Low-Income Household" means a household the total income of which does not exceed 200% of the poverty guidelines updated periodically in the Federal Register by the U.S. Department of Health and Human Services under the authority of 42 U.S.C. 9902(2) for the 48 Contiguous States and the District of Columbia.
6. "Project" means a public transportation improvement activity or group of activities that is (i) eligible for STIF moneys; (ii) included in a STIF Plan adopted by the Commission; and (iii) funded by this Agreement.
7. "Project Manager(s)" means the individuals identified in Section 12 of this Agreement who are authorized by TriMet and Subrecipient respectively to send and receive communications regarding this Agreement.
8. "Public Transportation Services" means any form of passenger transportation by car, bus, or other conveyance, either publicly or privately owned, which provides service to the general public (not including charter, sightseeing, or exclusive school bus service) on a regular and continuing basis. Such transportation may be for purposes such as health care, shopping, education, employment, public services, personal business, or recreation.

9. "Public Transportation Service Provider" means a Qualified Entity or a city, county, Special District, Intergovernmental Entity or any other political subdivision or municipal or Public Corporation that provides Public Transportation Services.
10. "Qualified Entity" means, a county in which no part of a Mass Transit District or Transportation District exists, a Mass Transit District, a Transportation District or an Indian Tribe.
11. "Recipient" means a Qualified Entity or Public Transportation Service Provider that has a STIF Plan approved by the Commission or enters into an agreement directly with ODOT to receive STIF Formula Funds.
12. "Representation Letter" means a letter prepared by a Subrecipient's external auditors and sign by Subrecipient's senior management that attests to the accuracy of the statements that the Subrecipient has submitted to the auditors for their analysis.
13. "Satisfactory Continuing Control" means the legal assurance that a Capital Asset will remain available to be used for its originally authorized purpose throughout its useful life or until disposition.
14. "STIF" or "Statewide Transportation Improvement Fund" means the fund established under ORS 184.751.
15. "STIF Formula Fund" means up to 90 percent of the Statewide Transportation Improvement funds to be disbursed to Qualified Entities conditioned upon the Commission's approval of a STIF Plan, pursuant to ORS 184.758(1)(a).
16. "STIF Formula Fund Cycle" means the time period between Fiscal Years 2019 through the end of Fiscal Year 2021 (June 30, 2021) that is programmed in the STIF Plan.
17. "STIF Plan" means a public transportation improvement plan that is approved by TriMet's Board of Directors and submitted to the Oregon Department of Transportation for review and approval by the Commission in order for TriMet to receive a share of the STIF Formula Fund.

RECITALS:

1. ORS 184.751 establishes the Statewide Transportation Improvement Fund, which appropriates funds to the Oregon Department of Transportation to finance investments and improvements in public transportation services.
2. The STIF Formula Fund is intended to improve Public Transportation Services for current and potential future Oregon transit users by distributing moneys to Qualified Entities. STIF Formula Funds are not intended to supplant local funding sources to maintain existing services.
3. The Commission has approved TriMet's multi-year Plan for use of STIF Formula Funds through the end of Fiscal Year 2021. TriMet is a Recipient of STIF Formula Funds as it is authorized to receive STIF Formula Funds directly from the Oregon Department of Transportation. TriMet's STIF Plan consists of numerous Projects to provide Public Transportation Services in TriMet's area of responsibility based on anticipated STIF Formula Funds.
4. Subrecipient is authorized to receive STIF Formula Funds and provide Public Transportation Services in and around Columbia County, Oregon. Subrecipient provides Public Transportation Services in TriMet's Area of Responsibility as defined by OAR 732-040-0005(5).
5. TriMet's STIF Plan anticipates sufficient future STIF Formula Funds for Subrecipient for a Project or Projects that provide Public Transportation Services as specified in this Agreement.

6. Pursuant to ORS Chapter 184 and OAR Chapter 732, Divisions 40 and 42, TriMet and Subrecipient enter into this Agreement for the sole purpose of disbursing the approved STIF Formula Funds to Subrecipient in order for Subrecipient to complete one or more tasks specified in the STIF Plan. **Funds shall be used solely for the Project(s) and shall not be used for any other purpose.**

AGREEMENTS:

1. General

- 1.1. Subrecipient agrees to comply with and use the STIF Formula Funds in accordance with the terms of this Agreement including the terms and conditions of ORS 184.751 through 184.766, the provisions of OAR Chapter 732 Divisions 40 and 42, as may be amended, TriMet's Approved FY2019-2021 STIF Plan, and any ODOT guidance documents pertaining to the Statewide Transportation Improvement Funds program, all of which are incorporated into and made part of this Agreement. Specific contractual requirements applicable to Subrecipient under this Agreement are set forth in Exhibits A, B, C, D, E, F, and G, which are incorporated into and made part of this Agreement. Any conflict among the terms of this Agreement shall be resolved in accordance with the following order of precedence: this Agreement form: Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E, Exhibit F, and Exhibit G. This Agreement is subject to any agreements made between ODOT and TriMet regarding disbursement of the STIF Formula Funds, and shall be amended to incorporate those changes.
- 1.2. Subrecipient affirms that it has all the necessary policies and procedures in place to ensure compliance with OAR 732 Divisions 40 and 42, and to achieve the goals and outcomes described in the Project, including but not limited to program and project management; financial management; operations management, procurement, use and maintenance of equipment, records retention, compliance with state and federal civil rights laws, compliance with the Americans with Disabilities Act (ADA), charter and school bus, and safety and asset management.
- 1.3. Subrecipient shall not be relieved of any responsibility for performance of Subrecipient's duties under this Agreement, regardless of any subcontract entered into. Subrecipient shall require any subcontractor performing services under this Agreement to enter into a written agreement with Subrecipient before the commencement of services, which shall require the subcontractor to comply with ORS 184.751 through 184.766 and the provisions of OAR Chapter 732, Divisions 40 and 42, as may be amended, and the terms of this Agreement. Where provided in this Agreement, Subrecipient shall specifically include in all subcontracts a requirement that the subcontractor shall be bound as provided in this Agreement and exhibits thereto.
- 1.4. Subrecipient and TriMet agree that the percentages of STIF Formula Funds designated for Subrecipient in Exhibit E represents, to the extent possible and using the best available data, an allocation method that is proportionate to the amount of employee payroll tax revenue generated within the geographic territory of the Subrecipient.
 - 1.4.1. If Subrecipient receives STIF Formula Funds generated within TriMet's geographic district, Subrecipient agrees that the STIF Formula Funds in Exhibit E represent the allocation to Subrecipient approved by the Oregon Transportation Commission.
- 1.5. If the total amount of STIF Formula Funds transferred to Subrecipient pursuant to Section 1.4 exceeds the total amount in Exhibit D, the Subrecipient shall retain all excess funds in a restricted account for a future STIF Plan or for disbursement as otherwise approved by the Oregon Transportation Commission.

- 1.6. If the total amount of STIF Formula Funds received by TriMet from ODOT exceeds the total amount budgeted by Subrecipient for any fiscal year in Exhibit D, then TriMet shall retain all excess funds in a restricted account and will disburse the funds plus interest to Subrecipient for STIF Plan activities to be conducted in the following fiscal year until the maximum amount for the STIF Plan has been reached. A Subrecipient cannot spend more than the amount budgeted for STIF Plan Period, whether from STIF Formula funds or interest earned on those funds.
 - 1.6.1. Any STIF Formula Funds, including interest, accrued at the end of the STIF Plan period in excess of the amount budgeted by Subrecipient for the STIF Plan period in Exhibit D will be retained by TriMet and disbursed in accordance to the subsequent STIF Plan approved by the Oregon Transportation Commission.
- 1.7. If the STIF Formula Funds transferred to Subrecipient pursuant to Section 1.4 are not sufficient to meet the funding schedule in Exhibit D, TriMet will utilize the Subrecipient's percentage of STIF Formula Funds identified in Exhibit E relative to the total STIF Formula Funds received by TriMet, unless the Parties agree otherwise.
- 1.8. TriMet agrees to distribute STIF Formula Funds due to Subrecipient in accordance with the terms of this Agreement, ORS 184.751 *et seq.*, and OAR Chapter 732 Divisions 40 and 42.

2. Audit and Compliance Review

- 2.1. Subrecipient shall conduct an annual financial audit of the STIF Formula Funds received by the Subrecipient pursuant to this Agreement. All financial audit reports shall be submitted to TriMet no later than 30 days after the receipt of the auditor's final report(s).
- 2.2. All audits prepared pursuant to Section 2.1 shall include the agreed-upon procedures (AUP) as set forth in Exhibit F. Those procedures, and related costs, will be included with the Subrecipient's annual financial statement audit as referenced in Section 2.1.
- 2.3. Subrecipient shall be subject to periodic on-site compliance reviews by TriMet. The purpose of the compliance site review is to ensure that Subrecipient has appropriate, adequate internal controls and management procedures to meet the terms and conditions of agreements governing the disbursement of STIF Formula Funds. Compliance reviews may include but not be limited to the following, as applicable: program and project management, financial management, operations management, procurement, use and maintenance of equipment, records retention, compliance with state and federal civil rights laws, compliance with the Americans with Disabilities Act (ADA), charter and school bus, and safety and asset management.
- 2.4. An on-site compliance review may not be required upon satisfactory completion by Subrecipient of the AUP as required in Exhibit F and the following:
 - 2.4.1 When conducting a financial statement audit in accordance with Generally Accepted Auditing Standards (GAAS) and Generally Accepted Government Auditing Standards (GAGAS or the Yellow Book), written representations are provided in Subrecipient's Representation Letter regarding STIF Formula Funds to complement the auditing procedures of the independent auditor. TriMet requires the following language to be included in the Representation Letter to account for STIF Formula Funds regardless of materiality:

“We are responsible for complying, and have complied with, the requirements pursuant to ORS Chapter 184 and OAR 732, Divisions 40 and 42 for the use of STIF Formula funds identified in the approved FY2019-21 STIF Plan. We have all appropriate, adequate internal controls and management procedures to meet the terms

and conditions of agreements governing the disbursement of STIF Formula Funds, including program and project management, financial management, operations management, procurement, use and maintenance of equipment, records retention, compliance with state and federal civil rights laws, compliance with the Americans with Disabilities Act (ADA), charter and school bus, and safety and asset management.”

- 2.4.2 No later than 30 days after receipt of the auditor’s financial report, Subrecipient will provide an electronic copy of the following documents to TriMet:
 - 2.4.2.1 Audited Financial Statements or Comprehensive Annual Financial Report (CAFR);
 - 2.4.2.2 Report of Independent Auditors on Compliance and on Internal Control Over Financial Reporting Based on an Audit of Financial Statements Performed in Accordance with Oregon Municipal Auditing Standards;
 - 2.4.2.3 Report of Independent Auditors on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards.
 - 2.4.2.4 Report of Independent Auditors on Compliance for the Major Federal Program, Report on Internal Control Over Compliance, and Report on the Schedule of Expenditures of Federal Awards Required by the Uniform Guidance;
 - 2.4.2.5 Management Representation Letter with the representation described in 2.4.1;
 - 2.4.2.6 Agreed Upon Procedures Report as required by ODOT and fully described in Appendix F.
 - 2.4.2.7 Written communications describing material weaknesses, significant deficiencies, or other matters, including written comments for opportunities for improvement;
 - 2.4.2.8 The results of any comprehensive review completed by the Federal Transit Administration or the Oregon Department of Transportation within 30 days of receipt, if applicable;
 - 2.4.2.9 The results of any STIF Formula Fund related reviews or audits within 30 days of receipt, if applicable.
- 2.5. If applicable, the asset inventory list as described in the Agreed Upon Procedures. If additional compliance requirements and/or findings are identified by the independent auditor resulting in a corrective action plan, then TriMet will undertake necessary steps to ensure compliance requirements have been met and/or corrective action plans are fully developed and implemented. TriMet will bill Subrecipient for any audit or compliance review services as provided in this Section 2 on a cost reimbursement basis.
- 2.6. TriMet may request additional information including, but not limited to, audits of specific projects or services. Subrecipient will adhere to financial management procedures in accordance with Oregon and other applicable laws and requirements, and specifically as provided by ORS 184.751 through 184.766 and OAR Chapter 732, Divisions 40 and 42 in addition to the requirements set forth in this Agreement.
- 2.7. Subrecipient shall permit TriMet, ODOT, the Secretary of State of the State of Oregon, or their authorized representatives, upon reasonable notice, access to all data and records relating to STIF Formula Funds received or disbursed and to inspect the STIF Plans and Projects financed with STIF Formula Funds including, but not limited to, the financial records, physical premises, and Capital Assets used to deliver public transportation services.

- 2.8. Subrecipient shall ensure that its agreements or contracts with subcontractors or vendors include provisions which permit TriMet, ODOT, the Secretary of State of Oregon, or their authorized representatives, access to data and records held by the Subrecipient or vendor as described in this Section.

3. Accounting Requirements

- 3.1. Subrecipient shall account for STIF Formula Funds separately. Any interest accrued must be added to the moneys and must be reported to TriMet at the end of the Fiscal Year in which it was earned.
- 3.2. Subrecipient shall document the expenditure of all STIF Formula Funds disbursed by TriMet under this Agreement. Subrecipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles (GAAP) and in sufficient detail to permit TriMet to verify how the STIF Formula Funds were expended. Subrecipient shall comply with applicable federal, state and local laws for accounting, billing and reporting requirements with STIF Formula Funds.

4. Reporting Requirements

- 4.1. In addition to any other reporting required by this Agreement or by law, Subrecipient shall submit the following electronic documentation to TriMet:
 - 4.1.1. The Subrecipient's adopted annual budget for the upcoming Fiscal Year must be submitted no later than 30 days after adoption. A subcontractor is not required to submit its organization's annual budget.
 - 4.1.2. The results of any relevant financial audits of the Subrecipient or any subcontractor, as required by a local, state or federal oversight agency for the purposes of statewide reporting including, but not limited to:
 - 4.1.2.1. Any other report concerning the financial and administrative activities of Subrecipient as required by law that affects the ability of Subrecipient or a subcontractor to perform the functions or programs funded by this Agreement.
- 4.2. Results of audits described in this Section 4.1.2 must be submitted to TriMet no later than 15 days after receipt of the final results. A copy of information submitted under this Section 4.1.2.1 must be sent to TriMet no later than 15 days after submittal to the requesting agency.
- 4.3. Subrecipient will provide TriMet with any report that documents the benefits and discrete measurable outcomes associated with each Project as outlined in Exhibit G, the ODOT STIF Formula Fund Reporting Requirements Overview.

5. Withholding of Funds

- 5.1. Subrecipient shall assure that funds allocated hereunder are used only for the purposes permitted, and assumes responsibility for breach of conditions of the STIF Formula Funding requirements hereunder by Subrecipient. Upon breach of this Agreement by Subrecipient TriMet may withhold future STIF Formula Fund payments to Subrecipient.
- 5.2. In addition to any other provisions of this Agreement TriMet may withhold payment of STIF Formula Funds, if:
 - 5.2.1. The Subrecipient or its subcontractor is not using STIF Formula Funds in accordance with the STIF Plan, this Agreement, or applicable laws or regulations;
 - 5.2.2. The Subrecipient or its subcontractor has not submitted reporting required by applicable law or this Agreement, subject to a reasonable cure period;

- 5.2.3. TriMet determines that there are any unresolved audit finding relating to the accounting for STIF Formula Funds as provided by Section 2 Audit and Compliance Review of this Agreement;
- 5.2.4. TriMet determines that there is any unresolved compliance review finding relating to the use of STIF moneys as provided by Section 2 Audit and Compliance Review of this Agreement;
- 5.2.5. If an audit or a review of Subrecipient under this Agreement determines that Subrecipient used STIF Formula Funds inconsistently with this Agreement, TriMet may withhold future STIF Formula Funds;
- 5.2.6. Federal or State laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement;
- 5.2.7. The Commission has withdrawn, modified, or limited its approval of Subrecipient's program as described in this Agreement;
- 5.2.8. Subrecipient terminates this Agreement; or
- 5.2.9. TriMet fails to receive funding, appropriations, limitations or other expense authority outside the control of TriMet, sufficient to allow TriMet, in the exercise of its reasonable administrative discretion or to continue to make payments for performance of this Agreement.

6. Discrimination Prohibited/Compliance with Laws

- 6.1. Subrecipient certifies that no person shall, on the grounds of race, color, creed, religion, sex, age, national origin, or disability, be excluded from participation in, or be denied the benefits of, any activity for which Subrecipient receives STIF Formula Funds. Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, national origin, or disability.
- 6.2. Subrecipient shall comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project. Without limiting the generality of the foregoing, Subrecipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- 6.3. Subrecipient will include the terms of Sections 6.1-6.2 in any contract with a vendor or subcontractor for the use of STIF Formula Funds.

7. Indemnification

- 7.1. The parties agree that TriMet shall have no liability of any nature in connection with the Subrecipient's use of the STIF Formula Funds or Subrecipient's provision of transportation services. To the fullest extent permitted by law, Subrecipient agrees to fully indemnify, hold harmless and defend, TriMet, its directors, officers, employees and agents from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorney's fees, resulting from or arising, as between TriMet and Subrecipient, solely out of the Subrecipient's use of the STIF Formula Funds or Subrecipient's provision of transportation services by Subrecipient, its officers, directors, employees, agents, subcontractors and volunteers under this Agreement. If Subrecipient is a public body and the claim, suit, or action subject to indemnification under this section is limited by the Oregon Tort Claims Act (ORS 30.260 *et seq*), then Subrecipient's indemnification will not exceed an amount equal to the applicable tort claim limit for Subrecipient pursuant to the Oregon Tort Claims Act. Any claim, suit, or action not arising solely out of the Subrecipient's use of the STIF Formula Funds or Subrecipient's provision of transportation services shall be governed by Exhibit A(6), contribution.

7.2. In addition to any other remedies available to TriMet as provided for by law or under this Agreement, any Subrecipient receiving STIF Formula Funds, pursuant to this Agreement shall assume sole liability for that Subrecipient's breach of the conditions of this Agreement. The provisions set forth in this Section and related provisions in Exhibit A shall survive termination or expiration of this Agreement.

8. Vehicle/ Operator Requirements

- 8.1. Subrecipient shall ensure that all drivers of equipment purchased with STIF Formula Funds have a valid Oregon driver's license and shall have passed a defensive driving course or bus driver's training course. Per ORS 820.200, drivers of public passenger-carrying vehicles must be at least 21 years of age. Drivers of equipment designed to carry 16 or more passengers, including the driver, shall have a valid Commercial Driver's License (CDL). Subrecipient shall otherwise ensure that operation of the vehicles is performed in accordance with all applicable laws and regulations.
- 8.2. Subrecipient shall require criminal, Department of Motor Vehicles and employment background checks as part of the eligibility requirements for all drivers as provided by Subrecipient's own policy or as provided for in a contract with a vendor or contractor.
- 8.3. Subrecipient will include the terms of Sections 8.1-8.2 in any contract with a vendor or subcontractor for the use of STIF Formula Funds.

9. Progress Reporting Requirements

- 9.1. Quarterly Reports: Subrecipient shall prepare a quarterly report for TriMet which details Project progress, outcomes achieved, and expenditures of STIF Formula Fund moneys by itself and any subcontractors. The quarterly report must be submitted no later than 30 days following the end of a quarter.
 - 9.1.1. The quarterly reporting periods for each STIF Plan year are:
 - 9.1.1.1. January through March
 - 9.1.1.2. April through June
 - 9.1.1.3. July through September
 - 9.1.1.4. October through December
- 9.2. Quarterly progress reports should be remitted via TriMet's established process for posting on its website that meets the requirements of Exhibit A and Exhibit D. Reports must be in a format acceptable to TriMet.
- 9.3. TriMet reserves the right to request additional information as may be necessary to comply with state reporting requirements.
- 9.4. STIF Plan Period Reconciliation: Within 30 days of the end of an approved STIF Plan period, TriMet shall reconcile disbursements made to Subrecipient against the Subrecipient's reported expenditures. If disbursements are found to exceed the expenditures, the amount may be carried forward by the Subrecipient into the next STIF Formula Fund Cycle provided that the Commission approves of the funding plan any funds carried forward.
- 9.5. Capital Asset Reports: If the Subrecipient has acquired, purchased or leased Capital Assets using STIF Formula Fund moneys, Subrecipient shall provide TriMet with a report of the Capital Asset inventory, described in Exhibit C Section 2, including an identification of any sale, transfer or other disposition of the Capital Asset as described in Exhibit C. Capital Asset Reports must be submitted to TriMet on a quarterly schedule in a manner specified by TriMet.

10. Funding

- 10.1. Upon execution of this Agreement, TriMet shall disburse to Subrecipient funds quarterly as outlined in the schedule set forth in Exhibits A, D, and E.
- 10.2. Subrecipient shall document eligible use of STIF Formula Funds through the reports submitted to TriMet's Project Manager in accordance with this Agreement and the Exhibits.
- 10.3. The parties acknowledge that the schedule for disbursement of funds in Exhibits D and E are based on anticipated future tax revenue collected by the State of Oregon. The estimated disbursements are not guaranteed. Actual funds received may not be sufficient to provide Subrecipient the full amount of STIF Formula Funds in any quarter as anticipated by this Agreement.

11. Term

This Agreement shall be in effect from July 1, 2019 through June 30, 2021, unless the Agreement is terminated earlier as provided in this Agreement.

12. Communications

All communications between the parties regarding this Agreement shall be directed to the parties' respective Project Managers as indicated below:

TriMet:

For Reporting:

Erika Turney, Grants Administrator
TriMet
1800 SW 1st Ave., Suite 300
Portland, OR 97201
503.962.4832
turney@trimet.org

For STIF Program Questions:

Tom Mills, Service Development Manager
TriMet
1800 SW 1st Ave., Suite 300
Portland, OR 97201
503.962.4883
millst@trimet.org

Subrecipient:

For all communications:

Todd Wood
Transit Director
Columbia County
230 Strand St.
St. Helens, OR 97051
503-366-8505
todd.wood@co.columbia.or.us

If one party finds a need to designate a new Project Manager, it shall immediately notify the other party in writing, electronic mail, or other dated documentation.

13. Assignment/Subcontracts

Except with regard to audit requirements, Subrecipient may not assign, delegate or subcontract any of its rights or obligations under this Agreement to any other party without the prior written consent of TriMet. Any assignment, delegation or subcontract in violation of this paragraph shall be null and

void, and shall constitute grounds for immediate termination by TriMet. If the delegation to a specific entity has been made in the STIF Plan approved by ODOT, then TriMet consents to the delegation.

14. Mediation

Should any dispute arise between the parties concerning this Agreement, which is not resolved by mutual agreement, it is agreed that it will be submitted to mediated negotiation prior to any party commencing litigation. In such an event, the parties to this Agreement agree to participate in good faith in a non-binding mediation process. The mediator shall be selected by mutual agreement of the parties, but in the absence of such agreement each party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. All costs of mediation shall be borne equally by the parties. Notwithstanding the foregoing, either party may seek equitable relief, including, but not limited to, injunctive relief and specific performance, at any time prior to, during, or following mediation.

15. Entire Agreement/Authority

15.1. This Agreement, which includes the attached Exhibits A-G constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by either party of that or any other provision.

15.2. If any term of this Agreement is determined by a court to be illegal or conflict with any law, the remaining terms shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

15.3. This Agreement may be executed in two or more counterparts (by facsimile or scanned email PDF), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

15.4. The individuals signing below represent and warrant that they have authority to bind the party for which they sign.

TRIMET

By: Bernie Bottomly

Signature: _____

Date: _____

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

SPECIFIC AGREEMENT PROVISIONS

Subrecipient shall comply with the provisions as set forth in this Exhibit. Where provided in Exhibit A, Subrecipient shall require each of its subrecipients or subcontractors to comply with the provisions as set forth in this Exhibit.

1. Disbursement and Recovery of STIF Formula Funds.

A. **Disbursement Generally.** TriMet shall promptly disburse STIF Formula Funds to Subrecipient after the Oregon Department of Transportation provides funding to TriMet in accordance with and subject to approval of the STIF Plan, the terms and conditions of this Agreement, and Subrecipient's compliance with this Agreement. As used in this Section, "promptly, means within 5 business days of TriMet's receipt of STIF Formula Funds from ODOT after July 1, 2019, absent a written notification from TriMet to Subrecipient explaining the reason(s) for any delay beyond 5 business days. Subject to the forgoing and based on the current and best available information, TriMet anticipates the following schedule for distribution of STIF Formula funds to Subrecipient:

- i. Provided this Agreement has been executed by Subrecipient at least 7 business days prior to July 1, 2019, and Subrecipient has provided TriMet with payment instructions required by TriMet by June 21, 2019, the first disbursement will take place within 5 business days of July 1, 2019. This disbursement is expected to reflect STIF Formula Funds from ODOT for the first two quarters of Fiscal Year 2019.
- ii. The second disbursement is anticipated for later in July 2019. The second disbursement is anticipated to reflect STIF Formula Funds from ODOT for the third quarter of Fiscal Year 2019.
- iii. After the two disbursement above that are anticipated to occur in July 2019, TriMet will make subsequent disbursements quarterly following receipt from ODOT. ODOT expects to disburse funds to TriMet on January 15, April 15, July 15, and October 15 each year during the STIF Plan Period.
- iv. Following the first to disbursements in this Section 1(A)(i)-(ii), the next disbursement is anticipated to occur after TriMet receives funding on October 15, 2019 and then every quarter thereafter during the STIF Plan Period.

B. **STIF Plan Budget Revisions.** In the event that Subrecipient determines that funds need to be shifted between tasks within that Subrecipient's Project or between that Subrecipient's Projects as allowed under ODOT published guidance, Subrecipient's Project Manager will submit a transfer request to TriMet's Project Manager. TriMet will promptly request approval from ODOT on Subrecipient's behalf.

2. Representations and Warranties of Subrecipient. Subrecipient represents and warrants to TriMet as follows:

- A. **Organization and Authority.** Subrecipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the STIF Formula Funds. Subrecipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Subrecipient of this Agreement (1) have been duly authorized by all necessary action of Subrecipient and (2) do not and will

not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Subrecipient's Charter, Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Subrecipient is a party or by which Subrecipient may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Subrecipient of this Agreement.

- B. **Binding Obligation.** This Agreement has been duly executed and delivered by Subrecipient and constitutes a legal, valid and binding obligation of Subrecipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- C. **No Solicitation.** Subrecipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to sub agreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- D. **No Debarment.** Neither Subrecipient nor its principals is presently debarred, suspended, or voluntarily excluded from this transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Subrecipient agrees to notify TriMet immediately if it is debarred, suspended or otherwise excluded from this federally- assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.
- E. **Policies and Procedures.** Subrecipient represents and warrants that it has all of the policies and procedures in place to ensure compliance with OAR 732, Divisions 40 and 42, and to achieve the goals and outcomes specified in the Agreement, including but not limited to program and project management, financial management, operations management, procurement, use and maintenance of equipment, records retention, compliance with state and federal civil rights laws, compliance with the Americans with Disabilities Act (ADA), charter and school bus, and safety and asset management.

The warranties set in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

3. **Retention of Records and Audit Expenses**

- A. **Retention of Records.** Subrecipient shall retain and keep and require its subcontractors to retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the STIF Formula Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the expiration date of this Agreement. If there are unresolved audit questions at the end of the six-year period, Subrecipient and its subcontractors shall retain the records until the questions are resolved.
- B. **Capital Asset Records.** For any Capital Asset purchased with STIF Formula Funds by Subrecipient or a subcontractor, all records relating to such Capital Assets shall be maintained for three years after disposition of the Capital Asset.
- C. **Audit Requirements.** To the fullest extent permitted by law, Subrecipient shall save, protect and hold harmless TriMet from the cost of any audits or special investigations performed with respect to the STIF Formula Funds expended under this Agreement. Subrecipient acknowledges and agrees that any audit costs incurred by Subrecipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this Agreement. This section does not apply to regular audit and compliance reviews that are conducted pursuant to Section 2 of this Agreement.

4. Subrecipient Sub agreement and Procurement

- A. **Sub agreements.** Subrecipient may enter into agreements with contractors or subcontractors (collectively, "sub agreements") for performance of the Project.
- i. All sub agreements must be in writing executed by Subrecipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the sub agreement(s). Use of a sub agreement does not relieve Subrecipient of its responsibilities under this Agreement. Subrecipient agrees to provide TriMet with a copy of any signed sub agreement upon request by TriMet. Any substantial breach of a term or condition of a sub agreement relating to funds covered by this Agreement must be reported by Subrecipient to TriMet within ten (10) days of its being discovered.
- B. **Subrecipient's sub agreement(s) shall require the other party to such sub agreement (s) to indemnify, defend, save and hold harmless TriMet, and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including reasonable attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Subrecipient's sub agreement or any of such party's officers, agents, employees or subcontractors ("Claims"). The sub agreement shall specifically state that it is the specific intention that TriMet shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of TriMet, be indemnified by the other party to Subrecipient's sub agreement(s) from and against any and all Claims.**

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

Subrecipient shall require the other party, or parties, to each of its sub agreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit B to this Agreement.

- C. **Procurements.** Subrecipient shall make purchases of any equipment, materials, or services for the Project comply with all applicable procurement laws and policies.

5. Termination

- A. **Termination by Subrecipient.** Subrecipient may terminate this Agreement or terminate or suspend any specific Project funded by this Agreement, effective upon delivery of written notice of termination to TriMet within 30 days, or at such later date as may be established by Subrecipient in such written notice, if:
- i. The requisite local funding to continue the Project becomes unavailable to Subrecipient; or
 - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- B. **Effect of Termination.** The expiration or termination of this Agreement or any Project, for any reason, shall not release Subrecipient from any obligation or liability to TriMet, any requirement or obligation that:
- i. Has already accrued hereunder;

- ii. Comes into effect due to the expiration or termination of the Agreement; or
- iii. Otherwise survives the expiration or termination of this Agreement.

Following the termination of this Agreement or any Project as provided in this Section, Subrecipient shall promptly identify all unexpended funds and return all unexpended funds to TriMet. Unexpended funds are those funds received by Subrecipient under this Agreement that (i) have not been spent or expended to pay the costs or expenses of the Project or Projects; and (ii) are not required to pay costs or expenses of the terminated Project(s) that will become due and payable as a result of the termination of the Project(s).

Subrecipient's identification and calculation of unexpended funds in this Section is Subject to **Section 2, Audit and Compliance Review**, of this Agreement.

6. General Provisions

- A. **Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against TriMet or Subrecipient with respect to which the other party may have liability, the notified party must promptly notify the other party in writing of the Third Party Claim and deliver to the other party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a party of the notice and copies required in this paragraph and meaningful opportunity for the party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that party's liability with respect to the Third Party Claim.

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

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

- B. **Duplicate Payment.** Subrecipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America, TriMet or any other party, organization or individual.

- C. **No Third Party Beneficiaries.** TriMet and Subrecipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.
- D. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, email, or mailing the same, postage prepaid, to Subrecipient's Project Manager or TriMet's Project Manager at the address or number set forth in Paragraph **12 Communications** of this Agreement, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given three days after the date of mailing. If email is used for communications pursuant to the following Sections, either mail or personal delivery must also be employed by the sender to the recipient and the later of the delivery dates is the date that will be used to calculate any timeframes for responses or cure periods for the recipient: Section 5.2; Exhibit A, Sections 1(A), 3(C), 5, and 6(A); and Exhibit C, Section 7.
- E. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between TriMet and Subrecipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Multnomah County in the State of Oregon. 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.
- F. **Insurance; Workers' Compensation.** All employers, including Subrecipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Subrecipient shall ensure that each of its contractor(s) and subcontractor(s) complies with these requirements. Subrecipient shall include in any subcontracts to perform services pursuant to this Agreement a provision requiring a subcontractor to comply with this Subsection F, and that failure to do so is a material breach of the subcontract with Subrecipient.
- G. **Independent Contractor.** Subrecipient shall perform the Project as an independent contractor and not as an agent or employee of TriMet. Subrecipient shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement, including but not limited to PERS contributions, workers compensation, unemployment taxes and state and federal income tax withholdings. Subrecipient has no right or authority to incur or create any obligation for or legally bind TriMet in any way. TriMet cannot and will not control the means or manner by which Subrecipient performs the Project, except as specifically set forth in this Agreement. Subrecipient is responsible for determining the appropriate means and manner of performing the Project. Subrecipient acknowledges and agrees that Subrecipient, its officers, directors, employees, subcontractors or volunteers are not an "officer," "employee," or "agent" of TriMet, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary. Neither Subrecipient, nor its directors, officers, employees, subcontractors, or volunteers shall hold themselves out either explicitly or implicitly as officers, employees, or agents of TriMet for any purpose whatsoever. Nothing in this Agreement shall be deemed to create a partnership, franchise, or joint venture between the parties.

EXHIBIT B
SUBRECIPIENT INSURANCE REQUIREMENTS

GENERAL

Subrecipient shall obtain and provide, and require in its first tier sub agreements with entities that are not units of local government as defined in ORS 190.003, if any, that the subcontractor obtain and provide the same insurance applicable to Subrecipient for subcontractor's performance under its sub agreement: i) insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance of this Agreement and of any sub agreement commences, and ii) maintain the insurance in full force throughout the duration of this Agreement and sub agreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to TriMet. Subrecipient shall not commence work under this Agreement, and shall not authorize work to begin under a sub agreement until the insurance is in full force. Thereafter, Subrecipient shall monitor continued compliance with the insurance requirements in its sub agreements on an annual or more frequent basis. Subrecipient shall incorporate appropriate provisions in the sub agreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Subrecipient permit work under a sub agreement when Subrecipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a sub agreement in which the Subrecipient is a party.

Subrecipient may be self-insured as long as the amount of insurance are equal to the amounts listed below. Subrecipient shall comply with any requirements of TriMet with respect to these insurance requirements, including but not limited to TriMet issued stop work orders (or the equivalent) until the insurance is in full force, or terminating the Contract as permitted by this Contract, or pursuing legal action to enforce the insurance requirements.

TYPES AND AMOUNTS

- I. **WORKERS COMPENSATION.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employer's liability insurance with coverage limits of not less than \$500,000 must be included.
- II. **COMMERCIAL GENERAL LIABILITY.** Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to TriMet. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by TriMet:

Bodily Injury, Death and Property
Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

Insurance policy shall include Sexual Abuse/Molestation coverage with limits no less than \$500,000 per occurrence/aggregate.
- III. **AUTOMOBILE Liability Insurance: Automobile Liability.** Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and

"Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by TriMet:

Bodily Injury, Death and Property
Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

ADDITIONAL INSURED

The Commercial General Liability Insurance and Automobile Liability insurance must include TriMet, and its respective officers, employees and agents as Additional Insureds but only with respect to the Subrecipient's activities to be performed under the Agreement and, with respect to subcontractors, activities to be performed under their sub agreements. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE

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

NOTICE OF CANCELLATION OR CHANGE

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

CERTIFICATE(S) OF INSURANCE

Subrecipient shall submit to TriMet a certificate(s) of insurance for all required insurance before the commencement of performance of services. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage. In lieu of filing the certificate of insurance required herein, if Subrecipient is a local government as defined under ORS 190.003, Subrecipient may furnish a declaration that Grantee is self-insured for no less than the amounts required by applicable law.

EXHIBIT C

CAPITAL ASSET REQUIREMENTS

The terms of this Exhibit C applies to all Capital Assets purchased with STIF Formula Funds.

1. Subrecipient shall ensure Satisfactory Continuing Control of a Capital Asset purchased in whole or part with STIF Formula Funding during the period of its useful life.
2. Subrecipient shall inventory Capital Assets purchased in whole or part with STIF Formula Funds. The inventory will include a description of the Capital Asset, date of purchase, purchase price, amount of STIF Formula Funds contributed to the purchase, the source of other funds, the authorized use, the Subrecipient or subcontractor using the Capital Asset, and the condition of the asset.
 - i. If Capital Asset is a vehicle, the inventory must include the size of vehicle, the total number of passenger seats, the total number of ADA stations, the total number of seats when all ADA stations are deployed, the current mileage, and its current condition.
 - ii. If Capital Asset is an improvement to real property, such as a facility, building, or transit shelter, the inventory must include the location of the Capital Asset and its current condition.
3. Vehicles may be replaced using STIF Formula Funding if:
 - i. Subrecipient holds clear title to the vehicle(s) being replaced. Salvaged titles will not be accepted.
 - ii. The vehicle(s) has met or exceeded the applicable useful life guidelines established by the Oregon Department of Transportation (ODOT), or, if federal funds are used to purchase the vehicle, those established by the Federal Transit Administration (FTA), provided such FTA standards are no less stringent.
 - iii. The vehicle has not been previously replaced.
4. By executing an Agreement that includes the purchase of Capital Assets, Subrecipient commits to continually use the vehicle for the approved purpose for the useful life of the vehicle(s).
5. To be eligible to receive STIF Formula Funds for a real property Capital Asset, such as a transit facility, bus barn, maintenance facility, land, or administration building, Subrecipient shall demonstrate one or more of the following:
 - i. Subrecipient ownership of the property upon which the Capital Asset will be located;
 - ii. Subrecipient possession of an executed lease agreement for the property location that will be in place for the useful life of the Capital Asset;
 - iii. Subrecipient possession of an executed lien on the property for the useful life of the Capital Asset;
 - iv. In the case of a Project which will utilize property owned by a local city, county or government, an executed intergovernmental agreement with the property owner guaranteeing ongoing use for the duration of the useful life of the Capital Asset; or
 - v. In the case of a Project to purchase land, an option to purchase the land identified in the Project.

6. Subrecipient: shall:
 - i. Comply with all useful life standards established by TriMet and ODOT for Capital Assets acquired pursuant to their STIF Plans, or, if federal funds are used to purchase the Capital Asset(s), those established by the FTA, provided such FTA standards are no less stringent.
 - ii. Use TriMet's and ODOT's established procedures for the disposition of Capital Assets acquired with STIF Formula Fund moneys, or, if federal funds are used to purchase the Capital Asset(s), those established by the FTA, provided such FTA standards are no less stringent.
 - iii. Retain the net proceeds from a sale or other disposition of a Capital Asset purchased with STIF Formula Funds in a restricted account to allow Subrecipient to propose reinvesting the proceeds in a future STIF Plan or return the net proceeds to ODOT. Net proceeds are the disposal proceeds less original value, less depreciation, less disposal costs. If non-STIF Formula Funds were used in the original purchase, then only the proportion representing STIF Formula Fund contribution to the purchase are subject to this rule.
 - iv. Comply with TriMet's and ODOT's written procedures to ensure that a Capital Asset is maintained in safe operating condition, or, if federal funds are used to purchase the Capital Asset(s), those established by the FTA provided such FTA standards are no less stringent.
 - v. Maintain insurance coverage, or require subcontractors to maintain insurance coverage, that meets or exceeds the standards in ORS 806.070.
 - vi. Ensure that vehicles purchased in whole or in part with STIF Formula Fund moneys are titled with the Oregon Department of Transportation Driver and Motor Vehicle Services Division pursuant to ORS 803.045 and supporting rules, with the Oregon Department of Transportation listed as a security interest holder, subject to the following additional requirements:
 1. If the vehicle is registered in the name of an entity that is not a Qualified Entity or Public Transportation Service Provider, then TriMet, as the Qualified Entity and as required by OAR 732-042-0040(6), must be listed on the vehicle title as the primary security interest holder.
 2. If the vehicle was purchased with federal funds in addition to STIF Formula Fund moneys, and the federal funding source requires the vehicle to be titled otherwise than provided in this Agreement, then the federal titling requirements prevail.
7. Subrecipient shall notify TriMet of the sale, transfer or other disposition of a Capital Asset purchased with STIF Formula Fund moneys and shall report the use of proceeds, if any, from the sale to TriMet.
8. A Subrecipient may transfer its interest in a Capital Asset to an asset of equal or greater value if the transfer is proposed in a STIF Plan which is approved by the Commission.
9. When TriMet is a security interest holder in a Capital Asset, TriMet may exercise all of the rights provided to a secured lien holder under Oregon law, including without limitation, the ability to take control or possession of the Capital Asset if it determines either:
 - i. that the asset is not being used for the purpose described in a STIF Plan under which it was funded in whole or part by STIF Formula Fund moneys; or

- ii. if, during a compliance audit conducted pursuant to **Section 2 Audit and Compliance Review** of this Agreement, TriMet determines the asset is not being maintained in a state of good operational repair.

**EXHIBIT D
COLUMBIA COUNTY SCOPE OF WORK**

Sub-Recipient Contact Information

- Name of Organization: Columbia County
- Contact Person: Todd Wood, Transit Program Administrator
- Address: 230 Strand St., St. Helens, OR 97051
- Telephone: 503-366-8505
- E-Mail: todd.wood@co.columbia.or.us

TriMet Contact for Reporting:

- Contact Person: Erika Turney, Grants Administrator
- Address: 1800 SW 1st Ave., Suite 300, Portland, OR 97201
- Telephone: 503.962.4832
- E-Mail: turneye@trimet.org

TriMet Contact about HB2017 Program:

- Contact Person: Tom Mills, Manager, Service Planning
- Address: 1800 SW 1st Ave., Suite 300, Portland, OR 97201
- Telephone: 503.962.4883
- E-Mail: millst@trimet.org

Term of Contract:

7/1/2019 thru 6/30/2021

Total FY19-FY21 STIF Formula Funds: \$168,845

DESCRIPTION OF PROJECTS

Columbia County will receive Oregon Statewide Transportation Improvement Funds via TriMet to plan and operate additional service trips for the CC Rider Line 1 from St. Helens to Portland. The project will allow two additional stops in Multnomah County allowing more access to Portland for more residents along US 30.

STIF Plan Project Number	Project Name	Project Description	Task Number & Description
52	Line 1 and 2 Expanded Access and Service Improvement	This Project will allow CCRider to plan and operate additional service trips for Line 1 from St. Helens to Portland, The project will allow two additional stops in Multnomah County allowing more access to Portland for more residents along US 30.	Task 1: Fixed route operations

PLAN BUDGET:

STIF Plan Project Number	FY19	FY20	FY21
52	\$59,024	\$53,221	\$56,600
<i>Subtotal</i>	<i>\$59,024</i>	<i>\$53,221</i>	<i>\$56,600</i>
<i>Grand Total:</i>	<i>\$168,845</i>		

REPORTING:

Plan Outcomes	FY19-21 Plan	Quarterly Report	Annual Report
Revenue Miles	95,040	X	
Revenue Hours	3,168	X	
Rides	16,200	X	
Number of new shared stops with other transit providers	1	X	
Number of students in grades 9-12 served by demand response	n/a	X	
Number of students in grades 9-12 with free or reduced fares	n/a	X	
Other outcomes	n/a	X	
Number of individuals within a ½ mile of a transit stop for fixed route transit	31,142		X
Number of low-income households within a ½ mile of a transit stop for fixed route transit	5,162		X
Number of students in grades 9-12 attending a school served by transit	1,703		X
Number of rides to students in grades 9-12	n/a		X
Program Criteria			
Increased frequency to areas with a high percentage of low-income households			X
Expanded routes or services to areas with a high percentage of low-income households			X
Reduced fares in communities with a high percentage of low-income households			X
Procurements of low or no emission buses for use in areas with a population of 200,000 or more			X
Improved frequency and reliability of service between communities in and out of the Qualified Entity's area			X
Improved coordination among Public Transportation Service Providers to reduce fragmentation of service			X
Implementation of programs to provide student transit service for students in grades 9-12			X
Capital Assets			
Acquired, purchased or leased capital assets Qualified Entities and Public Transportation Service Providers using STIF funds		X	
Low-Income Tax Mitigation			
Report on mitigating the tax on low-income passengers			X
Audit Reports			
Copy of financial audits, including STIF procedures			X

**EXHIBIT E – STIF FUNDING DISBURSEMENT FORMULA
PORTLAND METRO/TRIMET QUALIFIED ENTITY AREA**

FY19 STIF DISBURSEMENT – BASED ON 100% ODOT DEC. '18 ESTIMATE

	FY19 Projected Total	Adjustment to FY19 Projected Total	Regional Coordination Program	Adjustment to FY19 Projected Total with Regional Coordination	Percent of Adjustment to FY19 Projected Total with Regional Coordination	Not to Exceed FY19 Plan Budget
TriCounty Total - ODOT Dec. '18 Projection	\$ 20,027,000					
TriMet - Service, LIF, Capital, Student Fare, ED, Ebus	\$ 18,740,000	\$ 18,740,000	\$ -	\$ 17,569,035	0.8772674	\$ 26,754,708
Ride Connection - STIF E&D	\$ -	\$ -	\$ -	\$ -	0.0000000	\$ -
Portland Streetcar	\$ 350,000	\$ 350,000	\$ -	\$ 350,000	0.0174764	\$ 350,000
Canby	\$ 106,605	\$ 105,730	\$ -	\$ 105,730	0.0052793	\$ 64,044
Sandy	\$ 49,427	\$ 49,021	\$ -	\$ 49,021	0.0024477	\$ 57,709
SCTD	\$ 58,683	\$ 58,201	\$ -	\$ 58,201	0.0029061	\$ 68,508
Wilsonville	\$ 447,238	\$ 443,563	\$ 120,000	\$ 563,563	0.0281402	\$ 1,198,516
Clackamas County	\$ 165,024	\$ 163,668	\$ 152,691	\$ 316,359	0.0157966	\$ 334,344
Multnomah County	\$ 19,000	\$ 19,000	\$ 243,250	\$ 262,250	0.0130948	\$ 265,100
Washington County	\$ 98,628	\$ 97,817	\$ 596,000	\$ 693,817	0.0346441	\$ 728,000
Columbia County CC Rider	\$ -	\$ -	\$ 59,024	\$ 59,024	0.0029472	\$ 59,024
Total	\$ 20,034,604	\$ 20,027,000	\$ 1,170,965	\$ 20,027,000		\$ 29,879,953

ADJUSTMENT TO FY19 PROJECTED TOTAL WAS DETERMINED BY PROPORTIONALLY REDUCING CLACKAMAS AND WASHINGTON COUNTY PROJECTED TOTALS.

Difference between FY19 Projected Total (\$20,027,000) and Sum of Individual Projected Totals (\$20,034,604)	\$ 7,604
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Proportional Distribution		
Canby	\$ 106,605	11.52%
Sandy	\$ 49,427	5.34%
SCTD	\$ 58,683	6.34%
Clackamas County	\$ 165,024	17.83%
Washington County	\$ 98,628	10.66%
Wilsonville	\$ 447,238	48.32%
Total	\$ 925,604	

FY20 STIF DISBURSEMENT – BASED ON 100% ODOT DEC. '18 ESTIMATE

	FY20 Projected Total	Adjustment to FY20 Projected Total	Regional Coordination Program	Adjustment to FY20 Projected Total with Regional Coordination	Percent of Adjustment to FY20 Projected Total with Regional Coordination	Not to Exceed FY20 Plan Budget
TriCounty Total - ODOT Dec. '18 Projection	\$ 46,194,000					
TriMet - Service, LIF, Capital, Student Fare, ED, Ebus	\$ 42,655,346	\$ 42,655,346	\$ -	\$ 39,299,367	0.8507461	\$ 36,854,657
Ride Connection - STIF E&D	\$ 677,654	\$ 677,654	\$ -	\$ 677,654	0.0146697	\$ 677,654
Portland Streetcar	\$ 700,000	\$ 700,000	\$ -	\$ 700,000	0.0151535	\$ 700,000
Canby	\$ 247,585	\$ 243,958	\$ -	\$ 243,958	0.0052812	\$ 128,087
Sandy	\$ 114,793	\$ 113,111	\$ -	\$ 113,111	0.0024486	\$ 131,068
SCTD	\$ 136,290	\$ 134,293	\$ -	\$ 134,293	0.0029071	\$ 163,890
Wilsonville	\$ 1,036,944	\$ 1,021,751	\$ 553,600	\$ 1,575,351	0.0341029	\$ 1,587,116
Clackamas County	\$ 383,261	\$ 377,646	\$ 1,035,472	\$ 1,413,118	0.0305909	\$ 1,379,267
Multnomah County	\$ 46,000	\$ 46,000	\$ 553,050	\$ 599,050	0.0129681	\$ 603,110
Washington County	\$ 227,576	\$ 224,241	\$ 1,160,636	\$ 1,384,877	0.0299796	\$ 1,399,136
Columbia County CC Rider	\$ -	\$ -	\$ 53,221	\$ 53,221	0.0011521	\$ 53,221
Total	\$ 46,225,449	\$ 46,194,000	\$ 3,355,979	\$ 46,194,000		\$ 43,677,206

ADJUSTMENT TO FY20 PROJECTED TOTAL WAS DETERMINED BY PROPORTIONALLY REDUCING CLACKAMAS AND WASHINGTON COUNTY PROJECTED TOTALS.

Difference between Dec. '18 TriCounty Projected Total (\$46,194,000) and Sum of Individual Projected Totals (\$46,225,449)	\$ 31,449
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Proportional Distribution		
Canby	\$ 247,585	11.53%
Sandy	\$ 114,793	5.35%
SCTD	\$ 136,290	6.35%
Clackamas County	\$ 383,261	17.86%
Washington County	\$ 227,576	10.60%
Wilsonville	\$ 1,036,944	48.31%
Total	\$ 2,146,449	

FY21 STIF DISBURSEMENT – BASED ON 100% ODOT DEC. '18 ESTIMATE

	FY21 Projected Total	Adjustment to FY21 Projected Total	Regional Coordination Program	Adjustment to FY21 Projected Total with Regional Coordination	Percent of Adjustment to FY21 Projected Total with Regional Coordination	Not to Exceed FY21 Plan Budget
TriCounty Total - ODOT Dec. '18 Projection	\$ 52,974,000					
TriMet - Service, LIF, Capital, Student Fare, ED, Ebus	\$ 49,446,709	\$ 49,446,709	\$ -	\$ 46,446,709	0.8767831	\$ 44,232,750
Ride Connection - STIF E&D	\$ 328,291	\$ 328,291	\$ -	\$ 328,291	0.0061972	\$ 328,291
Portland Streetcar	\$ 721,000	\$ 721,000	\$ -	\$ 721,000	0.0136105	\$ 721,000
Canby	\$ 282,102	\$ 279,433	\$ -	\$ 279,433	0.0052749	\$ 538,629
Sandy	\$ 130,797	\$ 129,560	\$ -	\$ 129,560	0.0024457	\$ 150,097
SCTD	\$ 155,290	\$ 153,821	\$ -	\$ 153,821	0.0029037	\$ 169,891
Wilsonville	\$ 1,182,997	\$ 1,171,805	\$ 553,600	\$ 1,725,405	0.0325708	\$ 1,344,116
Clackamas County	\$ 436,694	\$ 432,562	\$ 686,838	\$ 1,119,400	0.0211311	\$ 1,294,400
Multnomah County	\$ 52,000	\$ 52,000	\$ 534,613	\$ 586,613	0.0110736	\$ 593,263
Washington County	\$ 261,291	\$ 258,819	\$ 1,168,349	\$ 1,427,168	0.0269409	\$ 1,467,849
Columbia County CC Rider	\$ -	\$ -	\$ 56,600	\$ 56,600	0.0010684	\$ 56,600
Total	\$ 52,997,172	\$ 52,974,000	\$ 3,000,000	\$ 52,974,000		\$ 50,896,886

ADJUSTMENT TO FY21 PROJECTED TOTAL WAS DETERMINED BY PROPORTIONALLY REDUCING CLACKAMAS AND WASHINGTON COUNTY PROJECTED TOTALS.

Difference between Dec. '18 TriCounty Projected Total (\$52,974,000) and Sum of Individual Projected Totals (\$52,997,172)	\$ 23,172
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Proportional Distribution		
Canby	\$ 282,102	11.52%
Sandy	\$ 130,797	5.34%
SCTD	\$ 155,290	6.34%
Clackamas County	\$ 436,694	17.83%
Washington County	\$ 261,291	10.67%
Wilsonville	\$ 1,182,997	48.30%
Total	\$ 2,449,172	

EXHIBIT F

Statewide Transportation Improvement Fund Agreed-Upon Audit Procedures

Any Qualified Entity or Public Transportation Service Provider (entity or subrecipient), as defined under OAR 732-040-0005, that receives STIF money is required to be audited on the use of those funds per OAR 732-040-0015. Consistent with guidance provided by the Oregon Secretary of State, the Oregon Department of Transportation developed agreed-upon audit procedures for the program audit of the Statewide Transportation Improvement Fund (STIF). The Agreed-Upon Audit Procedures are established in accordance with Generally Accepted Government Auditing Standards (GAGAS) and American Institute of Certified Public Accountants (AICPA) AT-C Section 215. ODOT set forth the minimum procedures required for an audit of STIF funds. As set forth under Section 2, TriMet has also developed additional audit procedures based on ODOT's Compliance Guide: Monitoring Subrecipient Compliance with STIF Requirements. These agreed Upon Procedures detailed below are to be added to the STIF recipient's annual financial audit process.

STIF Funded Services

1. What best describes the STIF-funded services operated by this Subrecipient, identify all that apply?
 - Light rail operating expenses
 - Creation of new systems and services with origins, destinations, or stops in Oregon
 - Maintenance or continuation of systems and services (only after new services has been place in operation)
 - Planning for and development of a Local Plan or future STIF Plan to improve Public Transportation Service
 - Local match for state and federal funds which also provide Public Transportation Service
2. Did the services, funded by STIF, meet eligibility requirements?
3. Did the entity provide school bus or charter services?
4. Note any other observations that may impact the findings from this review, if any: (such as Infrastructure, political, key staff or major funding changes that might alter the landscape at the local level.

Financial Management

1. What types of STIF funds did the entity receive?
 - a. Formula
 - b. Discretionary
 - c. Intercommunity
2. Does the entity have a separate account in their accounting system for each type of STIF fund received?
Yes/No. If no, attach an explanation.
3. How much interest was earned on STIF Formula funds?
 - a. Was interest spent on STIF-approved expenditures?
 - b. If 100% of interest was not expended on STIF approved expenditures, what amount will be carried forward into a future STIF Plan?
4. Did the entity spend STIF Formula funds, including interest, on expenditures NOT included in a STIF Plan?
If yes, attach a summary of expenditures and narrative explaining the deviation from the STIF Plan.
5. What amount of unspent STIF Formula funds were carried forward to the next Fiscal Year?
6. Does the Subrecipient use the same policies and procedures to account for, and expend, STIF funds as it does for all other Federal and State grant funds? Yes/No. If no, attach an explanation.

7. For each STIF award, does the Subrecipient's accounting system provide for the following?
 - a. Authorizations
 - b. Obligations
 - c. Funds received
 - d. Program income
 - e. Outlays
 - f. Unobligated balances
8. Are STIF accounting records supported by source documentation (e.g. canceled checks, paid bills, payrolls, contracts)? Yes/No. If no, attach an explanation.
9. Are bank statements reviewed and reconciled at least monthly by someone other than the person who disburses funds from the STIF account? Yes/No. If no, attach an explanation.
10. Does the Subrecipient maintain written policies and procedures for documenting personnel compensation regarding employees whose time is charged to the STIF program? Yes/No. If no, attach an explanation.
11. Personnel records: Yes/No. If no, attach an explanation
 - a. Are personnel records supported by a system of internal controls that provide reasonable assurance the charges are accurate, allowable, and properly allocated?
 - b. Are personnel records incorporated into the Subrecipient's official records?
 - c. Do personnel records reasonable reflect the total activity for which the employee is compensated?
 - d. Do personnel records encompass state assisted activities, as well as all other activities compensated by the subrecipient?
 - e. Do not rely on estimates as a basis to charge time to STIF activities?
12. Did the entity supplant local funding sources earmarked for existing services with STIF funds?

Internal Controls

1. Are members of the entity's governing board actively involved in the acceptance of the STIF grant award and oversight of its personnel in the execution of STIF activities? Yes/No?

If no, attach an explanation.

If yes, describe and note the governing board's role in providing oversight of the STIF grant.
2. Do the procedures employed by the Subrecipient in handling cash receipts and disbursements of STIF funds include the following safeguards:
 - a. Receipts are promptly logged, restrictively endorsed and deposited in an insured bank account?
 - b. Bank statements are promptly reconciled to the accounting records and are reconciled by someone other than the individuals handling cash, disbursements and maintaining accounting records?
 - c. All disbursements (except petty cash or electronic funds transfer disbursements) are made by pre-numbered checks?
 - d. Supporting documents (e.g. purchase orders, invoices) accompany the checks submitted for signature, and are marked paid or otherwise prominently noted after the payments are made?
 - e. Checks drawn to "cash" and advance signing of checks are prohibited?
 - f. Multiple signatures are required on checks?

Eligible use of STIF Funds

1. STIF funds are appropriated to finance investments and improvements in public transportation services, except that monies may not be used for light rail capital expenses. Based on what the Subrecipient indicates during the review, system website, and other public information literature, do the services implemented with STIF eligibility services criteria? Yes/No. If no, attach an explanation.

Capital Asset Management

Eligible capital assets are defined as real property or tangible items with a purchase price of \$5,000 or more and a useful life of at least one year (consistent with 2 CFR 200.33), with the exception of light rail capital.

1. Did the Subrecipient acquire light rail capital? Yes/No. If yes, provide an explanation as this is an ineligible use of funds.
2. Did the Subrecipient maintain adequate insurance coverage pursuant to ORS 806.080?
 - i. Does the insurance coverage maintained on the asset meet or exceed the standards in ORS 806.070?
3. Did the Subrecipient own or develop any real property using STIF funds? N/A, Yes/No. If yes, then:
 - a. If real property (facilities) was purchased/constructed, is the real property being used in whole or in part for transit purposes consistent with the STIF Plan? N/A, Yes/No. If no, attach an explanation. If yes,
 - b. Is the real property located in a flood zone?
4. If the Subrecipient utilized STIF Formula Funds to purchase or improve real property, is there a written facilities maintenance plan used to ensure the facility is maintained in a state of good repair? Yes/No. If no, attach an explanation.
5. Did the Subrecipient purchase a vehicle? Yes/No. If yes, then:
 - a. What amount and percentage of STIF funding was used to purchase the vehicle(s)?
 - b. Is each vehicle purchased titled with the Oregon Department of Transportation Driver and Motor Vehicle Services Division?
 - c. Identify the primary security interest holder on each vehicle purchased?
6. Does the Subrecipient maintain an asset inventory of all STIF acquired capital? N/A, Yes, No. If no, attach an explanation. If yes, does the inventory contain the following elements:
 - i. Equipment:
 1. description of the asset,
 2. date of purchase,
 3. purchase price,
 4. amount of STIF monies contributed to the purchase price,
 5. the ratio of STIF funds to total purchase price,
 6. source of other funds used,
 7. current use of the asset,
 8. condition of the asset, and
 9. name of Subrecipient or recipient using the asset?
 - ii. Vehicles: If rolling stock was purchased, did the asset inventory list include items 1-9 above and:
 10. size of vehicle
 11. total number of passenger seats
 12. total number of ADA stations
 13. total number of seats when all ADA stations are in use, and

14. current mileage
15. useful life benchmark

iii. If real property was purchased, did the asset inventory list include items 1-9 above and:
15. the location of the asset?

8. Does the Subrecipient have written procedures that ensure that STIF funded assets (including vehicles) are maintained in a state of good repair? Yes/No. If no, attach an explanation.
9. Did the Subrecipient dispose of any STIF-funded assets during the fiscal year under audit? Yes/No. If yes, then:
 - a. Is there evidence that the asset was beyond the useful life?
 - b. Were the disposition proceeds greater than \$5k?
 - b. If yes, were the disposition of proceeds of any such sale returned to QE or ODOT or retained to reinvest in a future STIF Plan Capital Project?

STIF Record Retention

1. Has the entity established a record retention policy associated with its use of STIF funds? If yes, does the policy meet minimum STIF record requirements of no less than 6 years following the entity's final disbursement under the STIF Plan/or grant agreement?
2. Does Subrecipient have written records that require the entity to maintain all records relating to capital assets for three (3) years following disposition?

Procurement

1. Does the entity have procurement policies and procedures in place that follow OR 279 requirements and is there evidence that they follow their own agency procurement requirements?
2. Did the entity competitively procure for all services and/or purchases using STIF funding? If no, attach an explanation.
3. Does the agreement between recipient and subcontractor include language that specifically permits the Agency, the Secretary of State of Oregon, or their authorized representative access to data and records held?
4. Did the entity subcontract with lower tier recipients to provide services funded with STIF funds? If yes, then:
 - a. Was all required STIF information as identified in 2.2 included in the agreement??
 - b. Did the entity have an established oversight program to ensure lower tier recipients/subcontractor complied with STIF requirements?

If the entity received a review/audit from ODOT and FTA in the last year to assess the agency's internal controls and compliance with Federal and state laws, rules, requirements and regulations, then the following additional audit procedures do not apply:

Civil Rights

1. Is the Subrecipient required to prepare a Title VI Program pursuant to FTA Circular 4702.1B? If yes, then:
 - a. Has the Subrecipient established a complaint form and a process to resolve complaints? Yes/No. If no, attach an explanation.

2. Does the LEP element of the program identify any LEP populations that need key documents translated to the specified language? If yes,
 - a. Has the subrecipient translated key documents? Yes/No. If no, attach an explanation.
3. Does the Subrecipient provide fixed route service or operate 50 or more fixed route vehicles in peak service located in a UZA with a population of 200k or more? If yes, then:
 - a. Has the Subrecipient adopted the required service policies and elements (ex. distribution of transit amenities, by mode and vehicle assignment, by mode) and standards (ex: vehicle load, by fixed mode, by peak and off peak periods, vehicle headway, on-time performance service availability for each mode)? If no, attach an explanation.
4. Did the Subrecipient track, resolve and respond to Civil Rights complaints?

Americans with Disabilities ACT (ADA)

1. Determine the compliance status of the Subrecipient with ADA, by type and service mode.
 - a. For Fixed Modes:
 - i. Non-commuter bus (traditional fixed route)
 - ii. Commuter bus
 - iii. Intercity bus
 - iv. Route/point deviation (with deviations limited to certain riders)
 - b. For Demand Response:
 - i. Complementary paratransit
 - ii. Route/point deviation (deviations provided to all riders)
 - iii. General demand response service
2. Does the Sub recipient engage in any practices that would be discriminatory (such as extra charges, requiring passengers to transfer from their mobility device to a bus seat, requiring a passenger to travel with a PCA, etc.)? Yes/No. If yes, attach an explanation.
3. Has the Subrecipient designated an individual to be responsible for taking requests for reasonable modification of services and policies and to take complaints regarding the ADA? Yes/No. If no, attach an explanation.
4. If the transit system operates fixed route modes, do the drivers announce stops when required? If yes, then:
 - a. Does the Subrecipient operate a complementary paratransit system that meets the required service criteria? If Yes, then:
 - i. Does the Subrecipient manage an eligibility process to determine, unconditional, conditional, temporary, or denied eligibility?
5. If demand response modes are operated, is the demand response fleet 100% accessible? Yes/No If no, then:
 - a. Does Subrecipient operate “equivalent service”?
6. If system information, brochures, rider guides, etc. available in alternative formats upon request? Yes/No. If no, attach an explanation.

7. Does the system offer accessible telecommunication access (e.g., TTY)? Yes/No. If no, attach an explanation.
8. Did the Subrecipient track, resolve and respond to ADA related complaints?

References

1. OAR 732-40 Statewide Transportation Improvement Fund – General Information
2. OAR 732-42 Statewide Transportation Improvement Fund – Formula
3. ORS 184.758 & ORS 184.751
4. Civil Rights Restoration Act of 1987
5. “Sections 503 and 504 of the Rehabilitation Act of 1973, as amended
6. Americans with Disabilities Act of 1990, as amended
7. Title VI of the Civil Rights Act of 1964, as amended
8. Federal Transit Laws, Title 49, U.S.C.
9. Equal Employment Opportunity Act of 1972
10. Civil Rights Act of 1991
11. Equal Pay Act of 1963
12. Age Discrimination in Employment Act of 1967
13. Title IX of the Education Amendments of 1972
14. Uniformed Services Employment & Reemployment Rights Act of 1994
15. Single Audit Act of 1984, as amended
16. ORS 803-045 and 803-070

EXHIBIT G

Statewide Transportation Improvement Fund Formula Fund Reporting Requirements Overview FINAL, May 8, 2019

STIF REPORTING BACKGROUND

This document provides an overview for both quarterly and annual reporting requirements for the Statewide Transportation Improvement Fund (STIF).

The quarterly reporting requirements are outlined in OAR 732-042-0035(1), which states “Quarterly Reports:

Using a form provided by the Agency, each Qualified Entity [(QE)] shall
prepare a quarterly report to [ODOT] which details Project progress, outcomes achieved, and
expenditures of STIF Formula Fund moneys by itself and its Sub-Recipients.”

The capital asset reporting requirements outlined in OAR 732-042-0035(3) and OAR 732-044-0040(2) will be completed by recipients in the Agency Periodic Report (APR) on a quarterly basis.

The annual reporting requirements outlined in OAR 732-040-0025 include the following three additional reports: 1) low-income mitigation actions, 2) annual QE budget, and 3) annual audit reports.

The purpose of this document is for QEs and Public Transportation Service Providers (PTSPs) to become familiar with the upcoming quarterly and annual reporting requirements for STIF Formula projects.

ODOT staff will develop separate reporting requirements for STIF Discretionary/Intercommunity funded projects and instructions will be provided to QEs and PTSPs in advance.

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ROLES AND RESPONSIBILITIES

QEs and PTSPs will have different roles and responsibilities for STIF reporting requirements.

The following are the QEs roles and responsibilities:

- Initiate and submit the quarterly report, STIF Periodic Report (SPR)
- Delegate relevant projects in the SPR to their PTSPs so that they can enter updates
- Report on STIF capital assets in the Agency Periodic Report (APR)
- Bundle and submit all low-income mitigation action reports from their PTSPs (including PTSPs that are only receiving STIF discretionary funds)
- Provide a copy of their adopted annual budget to ODOT
- Provide copies of their financial audits to ODOT, including STIF procedures

The following are the PTSPs roles and responsibilities:

- Receive SPR prompt from their QE and enter project updates
- Submit an annual low-income mitigation actions report to their QE
- Provide copies of financial audits to ODOT, including STIF procedures
- Report on STIF capital assets in the Agency Periodic Report (APR)

QUARTERLY VS. ANNUAL REPORTING REQUIREMENTS SUMMARY TABLE

Type of Reporting	Quarterly Basis	Annual Basis	Where to Submit
Outcomes	As applicable to individual projects as specified in an approved STIF Plan: <ul style="list-style-type: none"> • revenue miles • revenue hours • rides • number of new stops shared with other providers • number of students in grades 9-12 served by demand response • number of students in grades 9-12 with free or reduced fares 	<ul style="list-style-type: none"> • number of people within a half mile of transit stop • number of Low-Income Households within a half mile of transit stop • number of students in grades 9-12 attending a school served by transit • number of rides provided to students in grades 9-12 	STIF Periodic Report
Program Criteria	N/A	<ul style="list-style-type: none"> • increased frequency to areas with high-percentage of low income households • expanded routes or services to areas with 	STIF Periodic Report

		<p>high-percentage of Low-Income Households</p> <ul style="list-style-type: none"> • reduced fares in communities with high percentage of Low-Income Households • procurements of low-or no-emission buses for use in areas with population of 200,000 or more • improved frequency and reliability of service between communities in and out of QE's service area • improved coordination among PTSPs to reduce fragmentation of service • implementation of programs to provide student transit service for students in grades 9-12 	
Capital Assets	Acquired, purchased or leased Capital Assets by QEs and PTSPs using STIF funds	N/A	Agency Periodic Report
Low-Income Tax Mitigation	N/A	Report on mitigating the impact of the tax on low-income passengers	Attach to STIF Periodic Report
QE Budget	N/A	Copy of QE's adopted annual budget	Email hyperlink to ODOTPTDreporting@odot.state.or.us
Audit Reports	N/A	Copies of financial audits, including STIF procedures	ODOTPTDreporting@odot.state.or.us

QUARTERLY REPORTING

Quarterly Reporting Introduction

The SPR is for QEs to report on their STIF Plan for a quarterly time period. ODOT staff and OGMA Consulting Corp. are developing the SPR template in the [Oregon Public Transit Information System \(OPTIS\)](#). This quarterly report template will be finalized in July 2019. It will be the responsibility of the QEs to gather all applicable information from their PTSPs and complete the SPR. The SPR template is designed for the QE to initiate the SPR and then delegate the appropriate projects to the PTSPs for reporting. The SPR will be auto-populated from the QE's STIF Plan. There will be fields and text boxes for entering status updates for each project and the associated tasks.

ODOT staff will track the completion of the SPR and whether a QE has substantially complied with its approved STIF Plan (see [STIF Guidance for Determining Whether Expenditures are Substantially Compliant and Consistent with STIF Plan](#)). Following ODOT staff review of each submitted SPR, staff will identify any compliance issues and work with the QE toward resolution. After the review, QEs will be notified that they 1) Have complied with the approved STIF Plan or 2) Failed to substantially comply with the approved STIF Plan. If there are three or more SPRs within the past two years that indicate the QE failed to substantially comply with its approved STIF Plan, the QE will be required to include a description of the QE's strategies to ensure that it will substantially comply with the proposed STIF Plan in the next biennium. (Remediation strategy requirements are specified in OAR 732-042-0015(2)(h).) Such a QE is at risk of the OTC rejecting its next proposed STIF Plan.

ODOT staff will review the submitted SPR and follow up with observations that could lead to a QE receiving technical assistance from its regional transit coordinator. For example, ODOT could share a current best practice to aid the QE. The SPR will also enable ODOT to track the QE's STIF Plan outcomes and the overall impact of the STIF formula funds.

Quarterly Reporting and Disbursements

Table 1 shows the general schedule for reporting and disbursement of STIF Formula funds. The transit tax is due from businesses to the Oregon Department of Revenue (DOR) approximately one month after the end of the tax assessment period. The DOR releases the revenues to ODOT approximately one month after they are due to DOR. ODOT then calculates the disbursement amounts and releases the funds to the QEs approximately one month later.

Table 1. STIF Formula Disbursement Schedule

STIF Formula Fund Disbursement and Reporting Schedule				
Disbursement to QEs	Jan 15	Apr 15	Jul 15	Oct 15
QE STIF Plan reporting period	Jan-Mar	Apr-Jun	Jul-Sep	Oct-Dec
QE STIF Plan reports due to ODOT	May 15	Aug 14	Nov 14	Feb 14

Tables 2 and 3 show the disbursement and reporting schedules for QEs that submitted their STIF Plans in November 2018 and May 2019, respectively. The schedule for these initial disbursements and reporting is different because they are occurring off-cycle as reflected in the tables below.

For QEs that submitted in November 2018 (see Table 2), the first STIF report (FY 2019 Q4) is due on August 14, 2019, and will cover expenditures and outcomes for Q1, Q2, Q3, and Q4 of FY 2019 (July 1, 2018 through June 30, 2019), to the extent the QE made expenditures during these quarters.

For QEs that submitted in May 2019 (see Table 3, below), the first STIF report is due on February 14, 2020, and will cover all of FY 2019 and Q1 and Q2 of FY 2020, to the extent the QE made expenditures during these quarters.

Table 2. Quarterly Reporting Schedule for November 2018 Submissions

STIF Cycle 1 (November 2018 Submissions)			
Disbursement to QEs	May 15, 2019	Jul 15, 2019	Oct 15, 2019
QE STIF Plan reporting period	Jul 2018-Jun 2019	Jul-Sep 2019	Oct-Dec 2019
QE STIF Plan reports due to ODOT	Aug 14, 2019	Nov 14, 2019	Feb 14, 2020

Table 3. Quarterly Reporting Schedule for May 2019 Submissions

STIF Cycle 2 (May 2019 Submissions)	
Disbursement to QEs	Oct 15, 2019*
QE STIF Plan reporting period	Jul 2018-Dec 2019
QE STIF Plan reports due to ODOT	Feb 14, 2020

*Contingent upon STIF Plan approval

STIF Periodic Report vs. Agency Periodic Report

The SPR will have a similar design to the existing APR but is being developed to include STIF-specific items. Both the SPR and the APR are quarterly reports. The SPR will not replace the APR, but is a supplemental OPTIS document for reporting the additional information required under STIF. Unlike the APR, the details (e.g., expenditure, capital outcomes) reported on the SPR are at the project task level, not at the agency level. Also, the APR reports all sub-grants (including STIF) and the SPR reports only STIF grants. Currently, the SPR is for the STIF Formula fund only; it may be modified to include reporting for STIF Discretionary/Intercommunity funds. The APR can be downloaded as a PDF whereas the SPR can be downloaded as an Excel spreadsheet.

The SPR includes the following STIF-specific items:

- Project Status (with deliverables)
- Task Level Expenditures
- Measurable Benefits
- Capital Outcomes
- Program Criteria

The SPR does NOT include the following APR-specific items; these will continue to be reported at the agency level through the APR:

- Volunteer and Non-Cash Resources
- Assets
- Accidents
- Civil Rights

Note: STIF capital assets will be added to the asset register in OPTIS by ODOT.

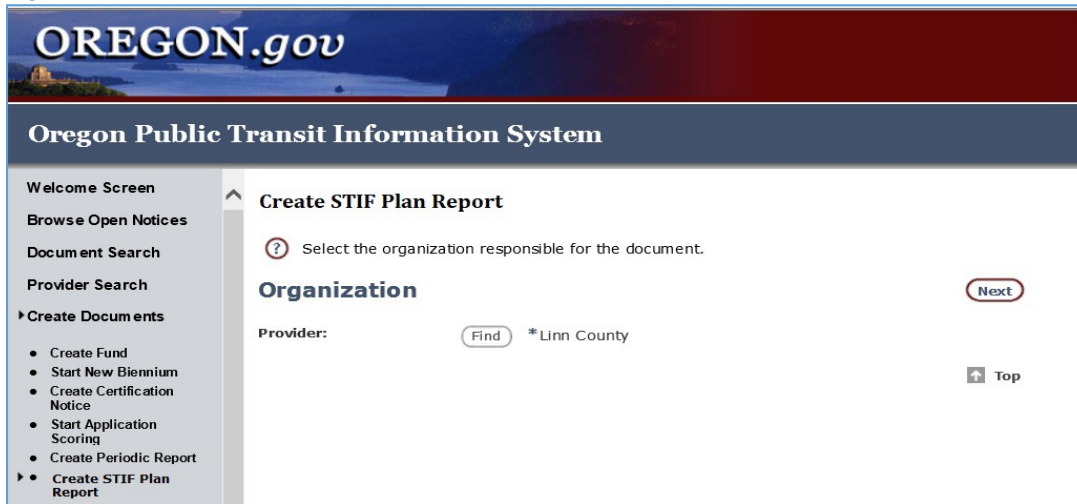
STIF Periodic Report Template

Final screenshots for the entire SPR and required information are in process and will be provided at a later date. (Please note the OPTIS and SPR figures included in this document are sample screenshots and are not from the final SPR template.) ODOT staff have provided additional context on what will be displayed and the required information in the next sections. As previously mentioned, the SPR will be auto-populated from the QE’s STIF Plan. There will be fields and text boxes for entering status updates for each project and the associated tasks. ODOT will require the QE to report on all projects and associated tasks identified in its STIF Plan. Text boxes will be available for the projects and associated tasks to provide additional context on any changes and/or deviations from the STIF Plan. Rationales for changes or inactivity will be required in the SPR.

STIF Periodic Report Process

STIF Periodic Reports will be created from the OPTIS main navigation menu (see Figure 1). The OPTIS user will be prompted to select the QE for which it will be reporting. The QE will only be able to select their own STIF Plan in order to complete the SPR. Once the STIF Plan is selected, the QE is then presented with a page from which they can create the SPR. The QE can select the project tasks and send them to the relevant PTSPs for their completion in OPTIS. Also, if a QE is a PTSP, then it can only complete the report when prompted by its QE. For example, Crook County is a QE but if it is listed in the Confederated Tribes of the Warm Spring Reservation STIF Plan as a PTSP, it will need to enter project updates when the Confederated Tribes of the Warm Spring Reservation delegates the SPR items to Crook County.

Figure 1. OPTIS Main Menu



A completed SPR will provide an overview of the entire planned STIF Plan budget and remaining funding (see Figure 2).

Figure 2. SPR Project Task Report

OPTIS
Close

Print

Refresh

Help

Complete Step
(Prepared)

Maintain

Actions

Work Flow
History

STIF Project Task Report

Report for: FY2019 Qtr.1: July - September 2018 **Number: SPR-19-0502-02**

Public Transit Service Provider:	
Mailing Address:	
City, State, Zip:	
Prepared by:	E-mail:
Phone No.:	Fax No.:

Provider

I have certified that this document is correct to the best of my knowledge and that I am the authorized representative shown below.

Authorized by:	Date:

Attachments Exist

Budget

	Planned	Total To Date	Remaining
STIF Funds	\$160,000.00	\$82,440.00	\$77,560.00
Other Funds	\$20,000.00	\$7,820.00	\$12,180.00
Total Expenditure	\$180,000.00	\$90,260.00	\$89,740.00
Future Expenditure	\$32,460.00		

Expenditures

	Previous	Current	Total To Date
STIF Funds	\$12,340.00	\$70,100.00	\$82,440.00
Other Funds	\$7,820.00	\$0.00	\$7,820.00
Total Expenditure	\$20,160.00	\$70,100.00	\$90,260.00

Project Status

Project Task #	Title

As described in OAR 732-042-0035(1), QEs and PTSPs will be required to report project progress, including expenditures and outcome measures. Providers will enter the project status in an update field and enter the amount spent in an expenditures field.

Outcomes and Reporting Methods

The outcomes reported in the SPR will be reported either quarterly or annually depending on the type of project and activity included in the STIF Plan. The reported outcomes must reflect the QE’s progress on the outcomes and benefits, considering the estimated outcomes listed in the QEs OTC-approved STIF Plan. QEs must report on all estimated outcomes and/or benefits from a STIF Plan.

ODOT staff has developed guidance below to assist in reporting outcomes and identifying what is attributable to STIF for the following: revenue miles, revenue hours, rides, number of new stops shared with other providers, number of students in grades 9-12 served by demand response, and number of students in grades 9-12 with free or reduced fares.

A provider may have a direct charge accounting method with STIF funds to report their revenue miles, revenue hours, and rides. Otherwise, an acceptable method for reporting the following outcomes is to allocate the data by the funding percentage: revenue miles, revenue hours, and rides. The funding percentage is calculated as the actual expenditures for STIF as a percentage of total expenditures from other sources. The provider will also

EXHIBIT G

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calculate the total number of miles, number of hours, and the number of rides in the STIF Plan reporting period, then apply the STIF funding percentage. The provider will need to separate new and existing routes and indicate what is attributable to STIF funding. ODOT staff will be reviewing the fixed route and demand response service separately.

QEs should report when a new shared stop goes into service. A new shared stop may be a stop that was served by one provider and is now served by a second provider or a stop that was served by two or more providers and is now served by the QE.

Reporting methods may vary for reporting on number of students in grades 9-12 served by demand response and the number of students in grades 9-12 with free or reduced fares. The provider should use the most accurate method for counting student ridership such as onboard ridership surveys, passenger counts, and/or requesting age/grade information when scheduling demand response rides.

Figure 3. SPR Outcome Measures

Quarterly STIF Capital Assets

The capital asset reporting requirements outlined in OAR 732-042-0035(3) and OAR 732-044-0040(2) will be completed by the provider in the APR on a quarterly basis. This reporting includes acquired, purchased, or leased capital assets by providers using STIF Formula fund and/or STIF Discretionary/Intercommunity funds. This capital asset reporting will be completed through the APR to fulfill the STIF requirements. ODOT will enter the STIF capital assets in OPTIS prior to beginning the APR.

The STIF capital assets for STIF Formula and STIF Discretionary/Intercommunity will then be populated when the provider begins the APR.

ANNUAL REPORTING

SPR Annual Reporting Outcomes

The following access to public transportation outcomes must be reported in the SPR as **part of the 4th quarter** SPR of each year: number of people within a half mile of transit stop, number of Low-Income Households within a half mile of transit stop, number of students in grades 9-12 attending a school served by transit, and number of rides provided to students in grades 9-12 served by fixed route services.

The method for calculating access to transit outcomes, as list above, may vary. QEs should use the same method for reporting as was used to estimate outcomes in the STIF Plan. Methods may have included using transportation tools, such as Remix or TNexT. QEs also may have used U.S. Census data to calculate the number of low-income households within a given geographic area. See the [STIF Methods for Calculating Low-Income Households](#) guidance document for more information.

The method may vary for calculating the number of rides provided to students in grades 9-12, depending on the type of service provided and other factors. The provider should use the most accurate method for counting student ridership such as onboard ridership survey, passenger counts, and requesting age/grade information when scheduling rides.

Figure 4. Annual Outcome Measures

The screenshot shows the OPTIS system interface for '4. Annual Measures'. At the top, there is a dark blue header with 'OPTIS' on the left and 'Close' with a close icon on the right. Below the header, the main content area has a white background. The title '4. Annual Measures' is displayed in a large, bold, dark blue font. Underneath the title, 'Item 1.1' is shown in bold, followed by 'Number: SPR-19-0502 -02' and 'Control #: 10095225' on the right. A navigation bar contains five buttons: 'Skip', 'Back', 'Save', 'Next', and 'Finish'. A sidebar on the left lists four menu items: '1. Task Information', '2. Other Funds', '3. Outcome Measures', and '4. Annual Measures', with '4. Annual Measures' being the active item. The main content area features the title 'Annual Measures' in bold, followed by a question mark icon and the text 'These measures are required at the end of each fiscal year (4th & 8th quarters)'. Below this, there are three rows of text labels followed by input fields: '# of People within a Half Mile of Transit Stop', '# of Low-Income Households within a Half Mile of Transit Stop', and '# of Students in Grades 9-12 Attending a School Served by Transit'. At the bottom left, there is a note '* indicates a required field' and at the bottom right, there is a 'Top' button with an upward arrow icon.

SPR Annual Reporting Program Criteria

The following program criteria must be reported in the SPR as part of the 4th quarter of each year. ODOT staff has developed guidance below to assist in reporting program criteria for the following: increased frequency to areas with high-percentage of low income households, expanded routes or services to areas with high percentage of low-income households, reduced fares in communities with high percentage of low-income households, procurements of low-or no-emission buses for use in areas with population of 200,000 or more, improved frequency and reliability of service between communities in and out of QE's service area, improved coordination among PTSPs to reduce fragmentation of service, and implementation of programs to provide student transit service for students in grades 9-12.

The method for reporting each program criterion is to review the percentage allocated in the STIF Plan and enter the same percentage as the STIF Plan allocates, unless there has been a variance. If the percentage has changed, enter the updated percentage and explain in the available text box why the change occurred. If there is STIF match for the procurement of low-or no-emission buses for use in areas with population of 200,000 or more, then the QE will need to update the percentage with what is attributable to STIF funding.

Annual Reporting Outside of the SPR

The reporting requirements include three additional documents that must be submitted on an annual basis: report on mitigating the impact of the tax on low-income passengers, QE budget, and audit reports. Instructions on how to submit these three documents to ODOT will be provided online and as part of ODOT's upcoming grant management training in July 2019.

Annual STIF Low-Income Tax Mitigation Reports

The annual low-income reporting requirements are required by statute and the details are outlined in OAR 732-040-0025(1). The report must consist of actions taken by any PTSP located within the area of the QE to mitigate the impact of the STIF tax on passengers who reside in low-income communities.

PTSPs will submit reports to their relevant QE and the QE will bundle the low-income reports from applicable PTSPs for submittal to ODOT. The QE will include reports from PTSPs located within their area of responsibility that receive STIF discretionary funds, even if they do not receive STIF formula funds.

The report must also explain how the QE defines and identifies passengers in low-income communities. The method used must be consistent with the definition of Low-Income Households from the QEs STIF Plan. This report will provide information on the overall dollars spent in improving and expanding transportation services to Low-Income Households. OAR 732-40-0005(17) defines Low-Income Households as those below 200% the federal poverty guidelines. This report is due as **part of the 4th quarter** SPR reporting and can be attached to the SPR in OPTIS.

Annual QE Budget

In accordance with the budget reporting requirements specified in statute and OAR 732-040-0025(2), a copy of the QE's adopted annual budget for the upcoming fiscal year must be submitted to ODOT. The deadline for ODOT receipt of each QEs' budgets is no later than 30 days after adoption.

Annual Audit Reports

Per the audit requirements articulated in statute and described in detail in OAR 732-040-0025(3), a QE or any PTSP located within the QE's area of responsibility must submit the results of any relevant financial audit, as required by a local, state, or federal oversight agency for the purposes of statewide reporting. ODOT is requesting submittal of any required local, state, federal, or any voluntarily submitted audits. This includes a) the state financial report required under ORS 291.040, b) the results of any comprehensive review completed by the Federal Transit Administration of the Agency; and c) any information submitted by the QE, and their PTSPs, as part of the

requirements of a statewide audit in accordance with the federal Single Audit Act of 1984, as amended by the Single Audit Act Amendments of 1996. A QE is not expected to audit their PTSPs. The QE's role is limited to compliance oversight.

Per the audit requirements articulated in statute and described in detail in OAR 732-040-0015(1), recipients shall conduct an annual financial audit of the STIF moneys received. See the [STIF Agreed-Upon Audit Procedures](#) for a list of audit items that must be included in STIF recipients annual audits. All financial audit reports shall be submitted to ODOT no later than 30 days after the receipt of the auditor's final report(s) per OAR 732-040-0015(2).

STIF DISCRETIONARY/INTERCOMMUNITY REPORTING

The STIF Discretionary/Intercommunity reporting requirements are currently being developed by ODOT staff. The reporting requirements will be explicit in the grant agreements. ODOT is exploring options for modifying the existing APR or SPR for reporting purposes. The report template will allow PTSPs to report on STIF Discretionary/Intercommunity funded projects directly to ODOT.

C112-2019

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

COLUMBIA COUNTY, OREGON

AND THE

FEDERATION OF PAROLE AND PROBATION OFFICERS

JANUARY 1, 2019 THROUGH DECEMBER 31, 2021

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COLLECTIVE BARGAINING AGREEMENT
BETWEEN
COLUMBIA COUNTY, OREGON
AND THE
FEDERATION OF PAROLE AND PROBATION OFFICERS
JANUARY 1, 2019 THROUGH DECEMBER 31, 2021

PREAMBLE

This Agreement entered into by COLUMBIA COUNTY, OREGON, hereinafter referred to as the “County,” and the FEDERATION OF PAROLE AND PROBATION OFFICERS, hereinafter referred to as the “Federation,” has as its purpose the promotion of harmonious relations between the County and the Federation; the establishment of an equitable peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE 1 – DEFINITIONS

Anniversary date - original: Original anniversary date is the first day of the month in which the employee is hired in to a particular position, if hired between the 1st and the 15th day of the month inclusive, or the first day of the next month if the employee is hired on the 16th day or later in a month. This is the date utilized for salary step increases for that particular position unless specified otherwise under “Anniversary Date - Promotional,” vacation accrual adjustments, longevity and sick leave accrual. This date shall be adjusted to subtract any periods of unpaid leave of a full day or more, unless otherwise required by law.

Anniversary date - promotional: Promotional anniversary date is the first day of the month in which the employee is promoted to a position in a higher salary range, if promoted between the 1st and 15th day of the month inclusive, or the first day of the next month if the employee is hired on the 16th day or later in a month. This is the date utilized for salary step increases for the promoted position. This date shall be adjusted to subtract any periods of unpaid leave of a full day or more, unless otherwise required by law.

Bargaining unit employee: An employee who is a member of the bargaining unit as provided by Section 2.1 of this Agreement.

Break in service: A termination of employment as a result of layoff in excess of twenty-four (24) months or as a result of resignation, retirement or dismissal. Periods of authorized leave without pay or layoff of twenty-four (24) months or less shall not be considered a break in service but shall not be considered when calculating length of service for longevity pay, eligibility for leave accruals or seniority, except as provided for in Article 11.

Business day: Monday through Friday, excluding holidays.

Confidential employee: A confidential employee as defined in ORS 243.650(6).

County: For the purposes of this Agreement, references to action by or directed to the County shall be deemed to refer to the Human Resources Director, as representative of the Board of County Commissioners on personnel matters.

Date of hire: The date an employee first performs paid service for Columbia County as an employee represented by a bargaining unit.

Dismissal: The termination of an employee from County employment as a result of disciplinary action.

Employee: As used in this Agreement, unless the context expressly provides otherwise, the term “employee” shall mean a “bargaining unit employee” as defined above.

Full-time employee: An employee whose regular work schedule is the full normal work week as defined in Section 16.1.

Layoff: A separation from County employment for reasons not reflecting discredit on an employee and for reasons outside of the employee's control.

Leave of Absence: An authorized leave in a non-paid status.

Notice: Notice to the County is written notice to the Human Resources Director or designee. Notice to FOPPO is written notice to the FOPPO Chapter President and FOPPO's legal counsel, or their designees. Notice is effective when delivered to the postal office or email address of each representative.

Probationary period:

Initial - An eighteen (18) month period after initial hire as a bargaining unit employee, if the employee is not certified as a Parole and Probation Officer by DPSST at the date of hire. If, however, the employee is currently certified as a Parole and Probation Officers by DPSST at the date of hire, the initial probationary period shall be twelve (12) months. Employees serving the initial probationary period are not subject to the provisions of Article 12.

Promotional - A six (6) month period after appointment to a promotional position during which the employee may be returned to the employee's former position or returned to layoff status with no loss of seniority.

Promotional Position: The position of Parole/Probation Officer 2.

Regular Employee: An employee who has successfully passed the probationary period.

Resignation: An employee's voluntary termination of employment with the County.

Retirement: A resignation with the intent to receive retirement benefits.

Seniority: Seniority shall be based on an employee's total length of employment by Columbia County in a bargaining unit position unless there is a break in service. Periods of leave without pay or layoff of twenty-four (24) months or less shall not be included in computing length of service except as provided in Article 11.

Supervisory employee: A supervisory employee as defined in ORS 243.650(23).

Suspension: The temporary separation, other than administrative leave or a leave of absence, of an employee from County employment in connection with a disciplinary action.

Temporary employee: An employee who is hired to fill a position during the leave of absence of a regular employee, or to fill a position of limited term for a period not to exceed 1040 hours in a calendar year. Should the temporary employee be subsequently appointed to a regular position and represented by the bargaining unit, time spent as a temporary employee does not count towards any benefits accrual, including seniority, longevity pay, leave accruals, salary and step increases.

ARTICLE 2 - BARGAINING UNIT AND RECOGNITION

2.1 The Bargaining Unit

The bargaining unit shall consist of all full-time Adult Parole/Probation Officers of Columbia County excluding confidential employees and supervisory employees.

2.2 Recognition

The County recognizes the Federation as the exclusive, collective bargaining representative for all employees in the bargaining unit for the purpose of negotiations with respect to wages, hours and related terms and conditions of employment for such employees.

ARTICLE 3 - FEDERATION RIGHTS

3.1 Federation Membership

Membership or non-membership in the Federation shall be the individual choice of an employee, and employees must affirmatively consent to join the Federation in order to become a member.

3.2 Checkoff

Pursuant to Section 3.1, the County agrees to deduct Federation membership dues (not fines or fees) once each month from employee paychecks for those employees who have authorized such deductions for payment of dues. The amounts deducted shall be transmitted monthly to the Federation on behalf of the members. Member authorization for payments of dues to the Federation shall be made on a form provided by the Federation. The County, will deduct the appropriate dues from a member's paycheck not later than thirty (30) calendar days after the County received the appropriate dues deduction form signed by the member. Should any employee inform the County of their decision to revoke the authorization to deduct payment of dues by providing the County with a signed Federation supplied opt-out form, provided the Federation provides the County with the form, the County shall inform the Federation and stop deduction until otherwise directed by the employee or a court order.

The Federation agrees to indemnify and hold harmless the County for any loss or damage arising from the operation of this section, excluding the cost of the County's defense to enforce this provision. It is also agreed that neither any employee nor the Federation shall have any claim against the County for any deductions made or not made unless a claim of error is made in writing to the County within ninety (90) calendar days after the date such deductions were or should have been made. . In the event that any part of this Article should be declared invalid or the monthly dues or fees collected by the County be order to be reimbursed to an employee, the Federation shall be solely responsible for such reimbursement, provided the County has acted in good faith in the collection and cessation of dues payments. Should an administrative agency or court with jurisdiction over this agreement, holds this provision is unenforceable or unlawful, the parties will immediately to negotiate a substitute, if possible and the County will immediately cease deducting dues.

3.3 Rights of the Parties

The Federation and County agree not to act in an arbitrary, capricious or unfair manner in the application and interpretation of the terms of this Agreement.

ARTICLE 4 – HOLIDAYS

4.1 Recognized Holidays

The following days shall be recognized as holidays:

- New Year's Day - January 1
- Martin Luther King, Jr.'s Birthday - Third Monday in January
- President's Day, - Third Monday in February
- Memorial Day - Last Monday in May
- Independence Day - July 4
- Labor Day - First Monday in September
- Veterans' Day - November 11
- Thanksgiving Day - Fourth Thursday in November
- Day after Thanksgiving
- Christmas Day - December 25
- ½ Day on the business day before either the Christmas or New Year's holiday, provided that

the supervisor may divide requests between the two holidays, based on seniority and operational need, to ensure adequate available staff

- Two (2) Floating Holidays
- Any other day which the Board of Commissioners declares a holiday will be recognized as such.

4.2 Observed Holidays

When a recognized holiday falls on a regularly scheduled work day of an employee, the recognized holiday shall be the observed holiday. When a recognized holiday does not fall on a regularly scheduled work day, either the immediately preceding work day or immediately succeeding work day shall be the observed holiday, whichever is closer. For example, for those employees working Monday through Friday on a regular work week schedule as defined by Section 16.2A of this Agreement, when a recognized holiday falls on a Saturday, the observed holiday shall be the preceding Friday. When the recognized holiday falls on a Sunday, the observed holiday shall be the succeeding Monday.

If an observed holiday falls on an employee's regular scheduled day off, the employee shall take a day off as is mutually convenient for the Director or the Director's designee and the employee. All holiday leave accrued under this section but not used at the end of the fiscal year shall be paid no later than June 30 of each year.

4.3 Floating Holidays

Two (2) floating holidays shall be credited to those employees on the payroll on July 1 of each fiscal year. One (1) floating holiday shall be credited to those employees hired on the payroll after July 1, and before January 1, of each fiscal year. No floating holiday will be credited for any employee hired on the payroll on or after January 1 and on or before June 30 of any fiscal year for the fiscal year in which the employee is hired. Floating holidays must be used by June 30 of each fiscal year or they will be lost. Such time off will be available at the discretion of the employee, with the consent of the supervisor in charge. The supervisor will recognize seniority in any conflicts of scheduling.

4.4 Holiday Leave

Each employee shall be entitled to take holiday leave on each observed holiday equal to twenty (20) percent of the employee's full normal work week.

4.5 Holiday Pay

Employees who work the last scheduled work day before and the first scheduled work day after the observed holiday shall be entitled to holiday pay for the observed holiday. Work days when an employee is on authorized paid leave shall be considered days worked for the purpose of this Section.

Holiday pay shall mean twenty (20) percent of an employee's normal weekly pay. During a week in which a holiday falls, an employee who is working a modified regular work week schedule may, at the employee's option, revert to a regular work week schedule or maintain the modified regular work week schedule utilizing accrued vacation leave, compensatory time or unpaid leave to supplement the holiday leave and holiday pay.

4.6 Holiday During Leave

Should an employee be on authorized sick leave or vacation when a holiday occurs, the holiday shall not be charged against such leave or vacation.

Employees drawing workers' compensation benefits shall receive a supplement from the County for the holiday in an amount equal to the difference between twenty (20) percent of the employee's normal weekly pay and that received for one (1) day in workers' compensation benefits. Such supplement shall not be charged against an employee's accrued sick leave or vacation leave. Such holiday pay supplement shall be in effect for the first six (6) consecutive months of an employee on workers' compensation leave.

4.7 Holiday Work

If an employee is required to work on a recognized holiday, the employee shall be paid, in addition to holiday pay, time and one-half pay for all hours worked. Pay on Christmas Day, New Year's Day, Thanksgiving Day and Labor Day shall be at the rate of double time. Premium pay shall be earned only for hours actually worked, subject to minimum call-in time, whichever is greater, on the recognized holiday and under no circumstance will the County pay time and one-half pay for both the recognized holiday and the observed holiday under this Section.

ARTICLE 5 - VACATION LEAVE

5.1 Accrual

Employees working a designated regular work week shall accrue vacation leave at the following rates:

Completed Years of Service

0 through 5 yrs	8.0 hrs/mo-12 days/yr
5+ through 10 yrs	10.0 hrs/mo-15 days/yr
10+ thru 15 yrs	12.667 hrs/mo-19 days/yr
15+ thru 20 yrs	14.0 hrs/mo-21 days/yr
20+ yrs	16.0 hrs/mo-24 days/yr

No vacation leave shall accrue for any month during which the employee is on leave without pay or layoff status for more than one-half of the employee's standard working hours for that month. Vacation leave shall be accrued at the end of the month in which it is earned.

5.2 Maximum Accrual and Payment

No employee shall accumulate more than a maximum of 400 hours of vacation leave.

Completed years of service shall include all periods of employment by Columbia County unless there is a break in service or a leave of absence without pay.

Once every year, employees may choose to be paid for two weeks (equal to the employee's regular work week hours) of accrued vacation and/or compensatory leave, provided the employee has a combined accrued vacation/compensatory leave balance of at least 100 hours before the payout. Employees who wish to exercise this option must notify their supervisor by March 1 of each year in order for payment to be made during the following fiscal year. The County may refuse to pay employees under this provision if notice is not given by the employee by the required date.

The Federation explicitly, clearly and unmistakably agrees to the following waiver: Any amounts paid to employees under the terms of this section for accrued vacation and/or compensatory leave payouts are specifically not to be included in the calculation of an employee's overtime rate.

5.3 Utilization

An employee may not utilize accrued vacation leave during the employee's first six (6) months of service; thereafter, employees shall be permitted to choose either split or entire vacation periods and shall take not less than five (5) working days annually. Whenever practicable, and consistent with the needs of the County and the availability of vacation relief, employees shall have the right to select vacation times. It shall be the responsibility of supervisors annually to establish lists showing the vacation periods chosen by individual employees. Seniority shall prevail in the event of conflict between employees over the choice of vacation dates, but each employee shall be permitted to exercise the right of seniority only once annually.

5.4 Separation from Service or Death

In the event of the separation from service of an employee for any reason, or of the employee's death, all accumulated vacation leave shall be converted to vacation pay and paid to the employee, or to the employee's estate or the employee's spouse. An employee who leaves the County prior to the completion of six (6) months of service from the date of hire, for reasons other than death, shall not be eligible for accumulated vacation pay.

ARTICLE 6 - SICK LEAVE AND BEREAVEMENT LEAVE

6.1 Accrual

Employees shall accrue sick leave at the rate of eight (8) hours for each month worked. Sick leave shall be accrued at the end of each month in which it is earned.

No sick leave shall accrue for any month during which the employee is on leave without pay or on layoff status for more than one-half of the employee's standard working hours for that month. An employee on layoff status who is re-employed within two (2) years shall be credited with the employee's accrued sick leave at the time of layoff minus any amounts paid to the employee pursuant to Section 6.8 below.

6.2 Maximum Accrual and Payment

An employee may accumulate up to 2,080 hours of sick leave for use, or for retirement credit purposes, if such credit is available. No other compensation for accrued sick leave shall be provided to an employee except as provided for in Section 6.8 or 6.9 below.

6.3 Scope

Sick leave shall encompass absence from work by reason of illness, injury, disability or incapacity, or because of any condition requiring the care and attendance of State licensed physicians (or practitioners), nurses, dentists, or any licensed member engaged in the healing arts, or confinement in a hospital or convalescent institution or for other reasons as provided by federal or state law. Whenever practical, employees shall schedule routine, non-emergency doctor or dentist appointments outside of their normal working hours.

6.4 Utilization

If an employee will be utilizing sick leave, the employee shall notify the supervisor or department head of absence due to illness or injury, and the nature and expected length thereof, as soon as possible, and in no event later than the start of their first regular work shift, unless unable to do so because of serious injury or illness.

Sick leave may be utilized for illness or injury in the employee's immediate family (spouse, parent, child, or member of the employee's immediate household) as provided for by OFLA/FMLA.

A physician's statement of the nature of the illness, the need for the employee's absence, and the estimated duration of the absence may be required at the option of the supervisor or department head for absences of over three (3) days. In cases where the County has documented evidence of sick leave abuse, the employee may be required to get a doctor's statement for absences of one (1) day.

6.5 Transfer of Sick Leave

An employee having accumulated sick leave may transfer up to forty (40) hours per fiscal year of the employee's accumulated sick leave to any other employee, whether in or out of the bargaining unit, who is suffering from an injury, disability, or illness preventing the employee from returning to work and who has exhausted all their accumulated sick leave, accrued vacation leave, and other leave with pay to which the employee may be entitled. Sick leave contributions may be made only in units of whole days.

Employees receiving transfers of sick leave shall be considered on paid status for the purpose of all benefits and rights under this contract.

No employee in an initial probationary period may receive a transfer of sick leave of more than a total of five days during the first six months after hire and no more than a total of ten days during the first twelve months after hire. No regular employee receiving a transfer of sick leave under this Section shall be eligible to receive more than two hundred forty (240) hours in any one fiscal year.

6.6 Bereavement Leave

In addition to regular sick leave, an employee shall be granted up to five (5) days of bereavement leave, with regular salary, as may be necessary as a period of mourning, to make household adjustments, arrange for funeral services, or to attend funeral services in the event of death in the immediate family of the employee. Immediate family is defined as the spouse, domestic partner, son, daughter, grandparents, grandchildren, mother, father, brother or sister of the employee or the employee's spouse or the aunt, uncle, niece, nephew, stepparent or stepchild of the employee or any relative regularly residing in the employee's home.

If additional time off is needed for the above reasons, an employee may take up to an additional ten (10) days, drawing from accumulated sick leave, if available. If there is no accumulated sick leave available, then vacation, compensatory or floating holiday leave shall be taken. If there is no other accumulated leave available, then unpaid leave may be taken.

6.7 Illness During Leave

Should an employee become ill while on vacation leave, such period of illness may be charged against accrued sick leave, if verified by a doctor.

6.8 Layoff or Death

In the event of an employee's layoff or death after five (5) consecutive years of County service, the employee or employee's estate shall be paid for fifty percent (50%) of accrued sick leave up to a maximum of five hundred twenty (520) hours. Said payment shall be calculated using the employee's last hourly rate of pay.

6.9 Retirement

In the event of an employee's retirement after five (5) consecutive years of County service, the employee shall be paid up to fifty percent (50%) of accrued sick leave up to a maximum of five hundred twenty (520) hours at the employee's election. Said payment shall be calculated using the employee's last hourly rate of pay. In addition, fifty percent (50%) of the employee's accrued, unpaid sick leave shall be reported to the Public Employees Retirement System, if allowed by law.

ARTICLE 7 - OTHER LEAVES

7.1 Leave of Absence

Leaves of absence without pay or accrual of other benefits for a limited period, not to exceed six (6) months, may be granted upon written request for any reasonable purpose where, in the judgment of the department head and upon approval of the Human Resources Director, the work of the department will not be seriously handicapped by the temporary absence of the employee requesting such leave. A leave of absence without pay will not be granted until all of the employee's accrued vacation leave, and other leave with pay (except sick leave), has been exhausted.

At the discretion of the department head and upon approval of the Human Resources Director, upon written request by the affected employee, such leave may be renewed or extended up to an additional six (6) months.

No leave will be granted to an employee to accept employment in any other capacity, except military duty, unless approved by the department head and Human Resources Director.

7.2 Jury Duty

Employees shall be granted leave with regular pay any time they miss their regularly scheduled shift because they are required to report for jury duty or jury service. Absence of an employee duly required to attend a proceeding and testify as a witness, under subpoena, shall be allowed without loss of compensation, provided the employee is not a party to the litigation, with the exception of County employment-related litigation.

If the employee receives jury duty pay or witness pay (excluding mileage reimbursement) from any source, then that money shall be given to the Columbia County Treasurer's Office.

Employees who are excused from jury service before the end of their normal shifts shall immediately report their availability for assignment to their supervisors.

Employees whose jury service is away from the Columbia County Courthouse shall report their availability to their supervisors when excused if two (2) or more hours of their shift remains.

7.3 Federation Business

Employees elected to any Federation office or selected by the Federation to do work or to participate in any other Federation activity which takes them from their employment with the County may, at the written request of the Federation, be granted a leave of absence without pay or accrual of benefits.

A leave of absence for such activities shall not exceed one (1) month, but may be renewed or extended for a period not to exceed a total of three (3) months. An employee returning from a leave under this Section shall be reinstated to the employee's former position.

7.4 Education Leave

A. Extended Leave. After completing five (5) years of service, an employee, upon written request, may be granted a leave of absence without pay for education purposes. The period of such leave of absence shall not exceed one (1) year, but may be renewed or extended at the request of the employee and approved by the department head and the Human Resources Director. A request in writing for educational leave shall be made not less than thirty (30) days prior to the date of the leave.

Employees shall exhaust all vacation and comp leave balances prior to being granted an unpaid leave of absence for educational purposes.

One (1) year leaves of absence, with any requested extensions, for educational purposes, shall not be provided more than once in any five (5) year period.

B. Optional Education. Employees may also be granted leaves with pay for educational purposes, for reasonable lengths of time, to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability related to the employee's employment with the County, with the approval of the employee's department head.

C. Required Education. The County shall notify employee of mandatory trainings recognized by DPSST as satisfying maintenance of certification. It is the employee's responsibility to attend mandatory trainings to maintain DPSST certification. Whenever the County requires an employee to attend a school, seminar or workshop to improve work skills, the County will pay the full cost of the employee's wages and benefits and shall pay all expenses directly related to attendance at such training. The County reserves the right to deny payment for any expense request submitted which it deems unnecessary or excessive.

7.5 Parental/Family Leave

To the extent provided by federal and state law, employees may use up to twelve (12) weeks of accrued sick leave, vacation leave, compensatory time and holiday time or leave without pay. Leave beyond twelve (12) weeks must be approved by the Human Resources Director unless such time meets the definition of Section 6.4.

7.6 Military Leave With Pay

The County shall grant military leave with pay to the extent required by state and federal law.

7.7 Military Leave Without Pay

The County shall grant military leave without pay to the extent required by state and federal law.

7.8 Administrative Leave

Administrative leave is defined as a directed leave with pay from regularly scheduled employment. Administrative leave is not considered a form of discipline. Administrative leave must be approved by the department head and the Human Resources Director.

Employees placed on administrative leave shall continue to receive their pay and accrue benefits during their administrative time off from regularly scheduled employment. The employee may be required to be available for investigations and interviews.

7.9 General

Time spent on authorized leaves of absence shall not be considered a break in the employee's service to the County.

Periods of authorized leave with pay shall be counted as service for the purpose of all benefits provided under this Agreement.

Time spent on leaves of absence without pay shall not be counted for holidays, vacation and sick leave accrual, severance pay, health and welfare, wages, step increases, longevity pay, or seniority, unless otherwise required by law.

ARTICLE 8 - SEVERANCE PAY

Any employee who has completed one (1) full year of service with the County but less than five (5) full years of service, and who shall be laid off as a result of causes other than dismissal, retirement, or resignation, shall receive two (2) full weeks' pay. Any employee who has completed five (5) or more full years of service with the County and who shall be laid off as a result of causes other than dismissal, retirement, or resignation, shall receive four (4) full weeks' pay. Such severance pay shall be in addition to any other accrued pay to which the employee is entitled.

However, should the employee be offered and refuse transfer within the same classification, reclassification within the same pay scale, or retraining for a class within the same pay scale or higher, the employee's refusal shall be considered as a resignation, if the employee was able to perform the essential duties of the job.

ARTICLE 9 - HEALTH/WELFARE/RETIREMENT BENEFITS

9.1 Health Insurance

The Federation and the County support the creation and function of the Health Care Benefits Committee and pledge to give strong consideration to any recommendation the Committee might make and to further allow the specific issue of health care benefits provided to County employees to be addressed by this Committee. The

terms of the Letter of Agreement dated November 21, 2007 between the County and FOPPO wherein the formation of the Health Care Benefits Committee was jointly updated are incorporated herein by reference.

When the parties re-open the Agreement for negotiation under the terms of Article 19, both parties agree to refrain from presenting a specific proposal changing the existing terms of Sections 9.1 and 9.2 of the Agreement during bargaining. However, both parties reserve their rights to make proposals of any type during that bargaining process, or later, depending on when the Committee is ready to make its recommendations, and the County and Federation agree to re-open Sections 9.1 and 9.2 and bargain in good faith on such proposals, once the recommendations are made.

The parties agree to the continuation of the labor/management Health Care Benefits Committee.

The County will provide the insurance coverages cited in Subsections 9.1A - 9.1F subject to the terms of the Letter of Agreement (LOA), attached as Exhibit B to this Agreement. The County will pay the premium for said coverages for each eligible employee and eligible dependents as outlined in the LOA. The insurance coverages cited may change per recommendation from the Health Care Benefits Committee and approval by the parties. This Agreement shall re-open solely on the subject of payment for health insurance premiums if, at any time during the term of this Agreement, FOPPO incorporates an employee co-payment of any portion of health insurance premiums.

If the insurance coverage provided by the carrier under any particular plan listed below or under any particular plan then in effect is substantially changed or discontinued by the carrier during the term of this Agreement, the Health Benefits Committee will develop a recommendation for the Federation and the County regarding what coverage would be offered to affected employees.

A. Medical. The County will provide Kaiser Permanente HMO Medical Plan 13E, Kaiser Added Choice Plan DH!#, and the Kaiser Health Savings Account (HSA) Plan 1500/3000 or their substantial equivalent.

B. Dental. The County will provide Metlife PPO Dental Plan, Willamette Dental DMO and Kaiser Permanente Dental DMO Plan or its substantial equivalent.

C. 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.

D. 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.

E. HRA/VEBA. The County will set up a HRA/VEBA account for each eligible employee. The County will set aside funds each year as provided for in the attached LOA.

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

G. Open Enrollment. Employees will have the option to switch between health insurance plans, 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.

The parties will continue under Health Benefits Committee Letter of Agreement, August 1, 2016 through July 31, 2019, and subsequent Letters of Agreement, provided that party may re-open the Agreement for negotiation under the terms of Article 9, and both parties reserve their rights to make proposals of any type during the Health Benefits Committee and bargain in good faith on such proposals, after the Health Benefits Committee has made its recommendations.

9.2 Life Insurance

The County shall provide group life insurance in the amount of \$40,000 for each employee eligible plus coverage for accidental death or dismemberment including dependent life insurance in the amount of \$2000. Employees may purchase additional coverage through the plan offered by the County. The additional premium shall be deducted from the employee's monthly paycheck.

9.3 Workers' Compensation

A. Insured Personnel. All employees will be insured under the provisions of the Oregon State Workers' Compensation Act.

B. Supplemental Payment. The County shall supplement the amount received by an employee from the Oregon Workers' Compensation Board for injuries received while in the course of employment with the County. The day of injury shall be considered a work day, and the employee shall receive the employee's normal salary for that day.

Supplemental payments by the County in an amount equal to the difference between moneys received from the Workers' Compensation Board and the employee's regular gross take-home pay shall be made for up to thirty (30) working days. Thereafter, at the employee's option, the supplemental payments may continue and shall be debited against the employee's accrued sick leave, vacation, compensatory time and/or transferred sick leave (if applicable) at the rate of one-quarter (1/4) day for each day of payment. Any time loss related to a workers compensation injury must be authorized by a written statement from a medical provider.

9.4 Unemployment Insurance

The County agrees to make unemployment insurance payments as required by state and federal law.

9.5 Continuation of Benefits

The County shall continue to pay the insurance premiums for the plans under 9.1 and 9.2 for three (3) months for employees on a leave of absence because of illness or injury. This period shall be extended for an additional three (3) months for employees absent because of a workers' compensation illness or injury.

This continuation period shall begin when the employee is no longer utilizing accrued sick leave, vacation time, compensatory time or transferred sick leave.

An employee may thereafter continue the benefits under 9.1 and 9.2 for the maximum period permitted by the insurance carrier by paying the required premiums to the County on or before the 20th day of the preceding month.

Employees who have exhausted their vacation, accrued sick leave, compensatory time and transferred sick leave shall be considered on unpaid leave of absence until there is a change in their status or a doctor certifies that they are unable to perform the essential duties of their jobs.

9.6 Loss of Continuation of Benefits

Any employee who is absent from work other than for illness or injury shall not be entitled to the benefits described in Section 9.5.

Any employee absent from work other than for illness or injury shall be able to pay for health insurance premiums through the County as provided by COBRA/HIPPA or other applicable laws. Such payment shall be submitted to the County no later than the 20th day of the preceding month.

9.7 Public Employees Retirement System

The County will pay the employee's contributions to PERS and the Oregon Public Service Retirement Plan (OPSRP), if allowed by law, in accordance with the rules and regulations of the Public Employees Retirement Board.

9.8 Retiree Health Insurance

Pursuant to ORS 243.303, retired employees shall have the option of continuing in the health care insurance coverage of the County.

ARTICLE 10 – WAGES

10.1 Wages and Classification Schedule

The monthly and hourly wages and classifications for employees covered by this Agreement are set forth in Appendix “A” which is attached hereto and incorporated in this Agreement. Appendix “A” wages reflects a COLA as set forth below:

Effective July 1, 2019, 2020, and 2021, all employees covered by this Agreement shall receive a COLA of between one and one-half percent (1.5%) and two and one-half percent (2.5%) , which shall be based on CPI-U All City Index annual average.

In the event the State of Oregon adjusts the budgetary allocation to the County for Parole and Probation, it shall be grounds for the parties to reopen Article 10.1 at any time without need to provide notice to either party. The issue shall be addressed as a mid-term change under ORS 243.698.

10.2 Temporary Assignments

Whenever an employee performs the majority of duties for one (1) entire work day or more in any one (1) pay period of a position in a classification above that in which the employee is classified, the employee shall be paid for such hours at a rate which is one step higher than the employee’s regular rate or at the base rate for that position, whichever is greater, unless for training purposes and agreed to by the Federation.

10.3 Pay Periods

Employees will be paid monthly. Upon forty-five (45) days’ notice, the County may pay employees twice per month or bi-weekly. If paid monthly, an employee may request a mid-month draw for a minimum of fifty dollars (\$50) and a maximum of up to forty-five percent (45%) of the employee’s gross monthly pay. Changes in draw pay may be made no more than three times each calendar year. Any payment for overtime work shall be included in the monthly pay, not in the mid-month draw. Pay day for each month shall be designated as the last business day of the month, with the mid-month draw on the fifteenth (15th) day of the month. If the fifteenth (15th) falls on a Saturday, Sunday or holiday, the mid-month draw check shall be ready for the employee on the preceding business day. Any errors in an employee’s pay shall be corrected on the next monthly pay check provided five (5) working days prior notice is given to the County. The County’s obligation to retroactively pay an employee for a payroll error is limited to six (6) months after the date the employee should have reasonably known of the error. Similarly, the County shall not retroactively deduct pay based on a payroll error after six (6) months after the County should have reasonably known of the error.

10.4 Call-In Time

A call-in is defined as a County initiated and unanticipated physical return to duty of an employee which begins after release from a regular shift and before the start of the employee’s next shift. A phone call to an employee during off-duty hours or during on call duty is not a call-in. Excluded shall be (1) anticipated events such as scheduled staff meetings, training sessions, temporary adjustments due to weather and the like; (2) extensions to an employee’s regular shift after the end of the shift; and (3) adjustments made to the work week schedule pursuant to Section 16.3.

Any employee called in to work as defined above shall be credited with overtime for each hour or part of an hour worked outside the employee’s regular shift at the rate of time and one-half for all hours worked including required travel time from the employee’s assigned work site. However, the employee shall be credited with a minimum of three (3) hours of overtime in addition to any other compensation the employee may be entitled to under this Agreement including full payment for all hours worked during the employee’s regular shift.

10.5 Reporting Time

Any employee who is scheduled to report to work and who presents themselves for work as scheduled, but where work is not available for them, shall be excused from duty and paid their regular rate for a day's work. If a disaster prevents the County from supplying work for more than one (1) week, employees shall use paid accrued leave or enter unpaid leave status after the end of that first week.

10.6 Overtime

Employees shall be paid for overtime worked at the rate of time and one-half for all overtime hours worked under the following conditions:

- a. All work performed in excess of the employee's regularly scheduled workday.
- b. All work performed in excess of the employee's regularly scheduled work week.
- c. All work performed before or after any scheduled work shift.
- d. All work performed on Saturday or Sunday, or the sixth or seventh day of the employee's work week (fifth, sixth and seventh day for those on a four (4) day work week).

Notwithstanding paragraphs (c) and (d) above, upon mutual agreement of the employee and the department head, an employee may be allowed to work before or after the regularly scheduled work shift or on Saturday or Sunday (or the fifth, sixth or seventh day for those on a four (4) day work week), without earning overtime, provided the employee does not exceed the hours in the regularly scheduled work week.

Where reasonably practical, employees shall be notified no less than 72 hours before they are to work overtime. Such notice may be canceled or changed.

Upon request, employees may receive compensatory time off, at the overtime rate for hours worked, in lieu of paid overtime provided the maximum accrual limit of compensatory time is not exceeded. The County may pay off compensatory time leave balances at any time when it determines budgetary funds are available.

No employee shall accumulate more than a maximum of 80 hours accrued compensatory time. Overtime worked which, if accrued as compensatory time would exceed the maximum shall not be accumulated as time, but rather shall be paid.

The parties elect FLSA § 7(k) treatment for purposes of computing overtime in a 14- day/two week period based on hours worked in excess of eighty (80) hours. Employees may flex work time within the 14- day period with department head approval without incurring overtime liability under this Article.

10.7 Distribution of Overtime

Overtime work shall be offered as equitably as practical to all employees within the same job classification in each department.

Overtime work shall be scheduled by the County as deemed necessary to complete scheduled work projects and to meet emergency needs. Overtime work shall be voluntary, so long as a sufficient number of employees volunteer. If a sufficient number of employees do not volunteer, less senior employees may be required to work the overtime.

A record of overtime hours worked by each employee within the department shall be readily available to the Federation.

Nothing in this Agreement shall be construed to require the County to offer overtime work to employees or to prevent the County from hiring temporary or part-time employees in lieu of existing employees to perform overtime work for the County.

10.8 Mileage Pay and Meal Pay

Any employee who uses the employee's personal vehicle in the performance of the employee's duties as an employee of Columbia County, with the approval of the department head, shall be paid at the cent per mile rate established by the Internal Revenue Service for tax purposes.

An employee who is required to purchase a meal while on County business shall be reimbursed at the current IRS per diem rate per locality.

The following criteria shall determine whether an employee is entitled to reimbursement for mileage or meals under this Section:

- a. An employee shall not receive mileage pay for commuting to or from the employee's normal work place.
- b. An employee shall not receive mileage pay for commuting to or from a work place that is not the employee's normal work place if the actual mileage is less than the mileage to or from the employee's normal work place.
- c. When the mileage to or from a work place is greater than the mileage to or from the normal work place, the mileage to or from the normal work place shall be deducted from the mileage to the new work place before determining the amount to be reimbursed.
- d. An employee shall not be reimbursed for the cost of meals purchased in the normal course of employment.
- e. An employee shall be reimbursed for meals when:
 - (1) the meal is purchased during an activity which is outside the normal course of employment; and
 - (2) is directly related to County activities; and
 - (3) the employee's attendance at such activity is directed or requested by the department head or the reimbursement is authorized in advance by the department head.

10.9 Salary Increases

Employees shall normally be hired at Step 1 of the appropriate salary range.

After completion of twelve (12) months of service, employees who have performed in a satisfactory manner shall be advanced to the next higher step of their salary ranges until they have reached step 6. The County may adopt an evaluation system to determine if the advancement is warranted.

10.10 Establishment of New Positions

The County agrees to give written notice to the President of the Federation of the establishment of any new positions in the bargaining unit, the job classification for that position and the proposed pay rate for that position. If the Federation does not agree that the pay rate set for the classification is proper, the Federation may request negotiations on that issue. A request by the Federation for negotiations must be made within fifteen (15) working days following receipt of such notification from the County.

10.11 On Call

When an employee is required to be on call duty during the employee's off-duty hours, the employee shall be paid \$300 for each weekly on call period in addition to the employee's regular pay. Employees may submit an emailed request to opt out, and the request must be submitted to both the supervisor and director at a minimum of one week in advance. Employee requests are subject to County approval.

When an employee is not serving on call receives phone calls of seven (7) minutes or longer during the employee's off-duty hours, the employee shall be paid fifteen (15) minutes of overtime at the employee's regular overtime rate of pay per phone call. It is the intent of the parties to comply with the FLSA and phone calls of less than seven (7) minutes are de minimus.

Notwithstanding the provisions of Section 10.4, when an employee is called into work while serving on call duty, the employee shall be credited with overtime for each hour or part of an hour worked at the rate of time and one-half for all hours worked including required travel time, except on holidays of Christmas, New Years, Thanksgiving and Labor Day when that rate shall be double time. Overtime shall be paid or credited to the employee's compensatory time account.

10.12 Certification Pay

A. Parole/Probation Officer. Any Parole/Probation Officer who has been employed by the County and who possesses a Certificate as listed below from the Department of Police Standards Safety and Training (DPSST) in the field in which the employee is then working shall receive certification pay as indicated as a percentage of base pay per month. Certification pay shall be effective the 1st of the month following submittal of proof of certification by the employee. This percentage pay is not cumulative.

Intermediate	2.5%	Advanced	5.0%
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10.13 Pay for Field Training Assignment

Any Parole/Probation Officer assigned as a Field Training Officer (FTO) shall receive five percent (5.0%) of base pay as premium pay when acting as an FTO.

ARTICLE 11 – SENIORITY

11.1 Definition of Seniority

An employee's seniority shall be the employee's total length of employment by Columbia County within the bargaining unit unless there is a break in service.

11.2 Acquisition of Seniority

An employee shall acquire seniority from the employee's date of hire as a bargaining unit employee under this Agreement, minus any periods spent on unpaid leaves of absence or separation from the County, except as outlined in Section 11.3 and 11.4 below. When an employee acquires seniority, the employee's name will be placed on the seniority list.

11.3 Employment Outside the Bargaining Unit

When a bargaining unit employee accepts a position with the County outside the bargaining unit and returns to the bargaining unit within six (6) months, the employee shall be reinstated with the seniority earned previously as a bargaining unit employee.

11.4 Seniority During Periods of Disability and Leave Without Pay

Seniority shall accrue for employees while on sick leave without pay as a result of a workers' compensation injury or illness and for up to six (6) months unpaid leave of absence as a result of a non-compensable injury or illness. Otherwise, seniority shall not accrue for any employee while on a leave of absence without pay (except where Federal and/or State law grant seniority protection).

11.5 Seniority List

A seniority list shall be made available to the Federation upon request.

11.6 Posting and Filling of Vacancies

A. Regular Positions. The County shall internally post, for not less than five (5) business days, notices of all Community Corrections job vacancies for which current bargaining unit employees may apply. Applicants shall be selected to fill vacancies on the basis of the applicant's relative qualifications to do the work.

A current bargaining unit employee, who is a successful applicant to a vacant promotional position, shall serve a six (6) month probationary period. If the employee fails to perform the duties of the position satisfactorily in this probationary period, the employee shall be returned to the former position and salary, with no loss of seniority.

A successful applicant from within the bargaining unit, or a new employee, filling a position under this subsection shall be placed at the salary range for the position as specified in Appendix "A." When a current employee from within the bargaining unit is appointed to a promotional position in the manner provided by this subsection, and Appendix "A" specifies a higher salary range for the new position than the employee's previous position, the employee shall be placed on the step in the new range which is nearest to and higher in salary than the step on which the employee was placed in the employee's previous position on the date of promotion.

B. Temporary and Part-time Positions. When an employee is on layoff status and the County has a need to fill a temporary or part-time position performing the same or similar duties as the position the employee was laid off from, the County shall send a notice of the temporary or part-time position to the employee, or give notice by telephone when the position needs to be filled immediately.

If an employee on layoff status applies for a temporary or part-time position performing the same or similar duties as the position the employee was laid off from, the department head shall select the employee for the position. If more than one employee applies, the department head shall select the employee with the greatest seniority for the position.

When an employee is on layoff status and the County has a need to fill a temporary or part-time position which does not perform the same or similar duties as the position the employee was laid off from, the County shall give notice to the employee of the temporary or part-time position.

C. Vacant Positions. In no event shall the County be required to fill vacant positions.

11.7 Shift-Work Assignment

Provided the operational and training needs of the department are met, employees will be allowed to select shifts based upon their department seniority. This is conditioned upon the existence of more than one shift in a particular classification and that the employee is qualified to perform the duties set forth in the assignment. After initial shift selection, changes may be made only when a vacancy occurs in a desired shift.

11.8 Layoff and Recall

A. Layoff. The County retains the right to lay off employees and determine which positions shall be laid off, subject to the provisions of this Article. In the event it becomes necessary to lay off employees for any reason, temporary and part-time employees outside the bargaining unit shall be laid off first and bargaining unit employees may then be laid off in the inverse order of seniority, provided that no employee may bump a less senior employee in a higher classification. Employees shall be called back from layoff in the order of seniority, within the classification subject to recall, provided the employee possesses all of the qualifications for the position. Employees shall be given 14 days' notice of layoff.

B. Recall. If the County decides to fill a position within the bargaining unit and there is an employee on layoff status with recall rights to that position, this paragraph, and not Section 11.6, shall control.

An employee on layoff status shall retain the right to recall to the position the employee was laid off from, or to a position which is fundamentally the same as the one the employee was laid off from if the employee is qualified for the new position, for a period of two (2) years from the original date of layoff. If more than one employee was laid off from a position, the employee with the most seniority in the position shall be recalled first. An employee who bumps into a different position as a result of a layoff shall retain the right to recall to the employee's original position for a period of two (2) years.

It shall be the responsibility of an employee on layoff status to keep the County informed of the employee's current address during the two (2) year recall period, preferably by certified mail, receipt requested. The County shall recall an employee by mailing a copy of the notice of recall by certified mail, return receipt requested, to the latest address on file in the Human Resources office for the employee on layoff status. An employee on layoff status shall have ten (10) business days after the mailing date of the certified letter to accept the vacant position. The employee must give, and the County must receive, written notice of the employee's acceptance of the position within the ten (10) business day period to preserve the right to the vacant position. If the employee actually receives the notice of recall and refuses the position, or actually receives the notice of recall and fails to respond to the notice, the employee shall lose recall rights under this section.

An employee on layoff status shall also have the right to apply for positions as specified in Section 11.6.

ARTICLE 12 - DISCIPLINE AND DISMISSAL

12.1 Discipline

Disciplinary action or measures shall include only the following: Written reprimand; suspension without pay (with notice in writing); demotion; or dismissal. It is not required that such disciplinary action be administered in progressive form for serious offenses. Disciplinary investigations will follow the procedures set forth in ORS 236.360.

A copy of any written notice of disciplinary action will be placed in the employee's personnel file and a copy shall be provided to the employee with an opportunity for a written rebuttal to be submitted.

Disciplinary action may be imposed upon an employee only for failing to fulfill the employee's responsibilities as an employee. Except for employees serving an initial probationary period, any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure. If the County has reason to reprimand or discipline an employee, the County shall make reasonable efforts to do so in a manner that will not embarrass the employee before other employees or the public.

12.2 Suspension Without Pay, Demotion and Dismissal

The County shall not suspend without pay, demote or dismiss any regular employee covered by this Agreement without just cause.

A supervisor intending to take disciplinary action involving loss of pay or dismissal will, prior to taking such action:

a. Notify the employee and Federation, in writing, of the nature of the charges, which will include a copy of the complete investigation and which will identify the directives, policies, procedures, work rules, regulations, or other order of the County which appear to have been violated.

b. State the range of discipline that is being considered; and

c. Afford the affected employee an informal opportunity to respond to the charges orally or in writing, normally within five (5) days from receiving such written notice.

The opportunity to respond may occur at a meeting conducted and presided over by the department head or supervisor with authority to impose or recommend the proposed disciplinary action. The meeting shall be informal, but sufficient to assure the employee full opportunity to be heard, respond to the charges, and have the employee's response considered prior to the imposition of discipline. Disciplinary action shall only be based on just cause.

The employee shall have the right to answer the charges in writing and orally.

The employee shall be entitled to Federation representation at all meetings when discipline is being considered.

The department head or supervisor will issue a written decision imposing discipline, exonerating the employee or taking any other action deemed appropriate.

The Federation shall have the right to take up a suspension without pay and/or dismissal as a grievance at Step III of the grievance procedure, and the matter shall be handled in accordance with this procedure through the arbitration step, if deemed necessary by the Federation.

Employees shall have the right to attach written responses to any/all disciplinary records in the file.

12.3 Probationary Employees

The provisions of this Article shall not apply to employees who have not completed an initial probationary period. It is understood that the probationary period is a part of the selection process and designated to allow evaluation of an employee's fitness for regular status. As a result, an employee on initial probation may be dismissed or otherwise disciplined without further recourse under this Agreement.

12.4 Personnel Files

Upon written request of the Federation the County shall remove from the employee's personnel file any written reprimands which are over two (2) years old and any notices of suspension or demotion which are over three (3) years old, provided that the employee has received no additional discipline during that period. Documentation which is removed may be retained by the County in a separate file or system of records which may be used for purposes of risk management and to establish forewarning, but not to escalate progressive discipline.

ARTICLE 13 - SETTLEMENT OF DISPUTES

13.1 Grievance and Arbitration Procedure

A grievance is defined as a dispute over the meaning, interpretation or application of any portion of this Agreement. Grievances shall be processed in the following manner:

Step I. The employee and/or Federation representative, may verbally take up the grievance or dispute with the employee's supervisor within ten (10) business days of their knowledge of its occurrence. The supervisor shall then attempt to adjust the matter and respond to the employee and representative within ten (10) business days.

Step II. If the grievance has not been settled, it may be presented in writing by the Federation President or representative to the department head within ten (10) business days after the supervisor's response. The department head shall respond to the Federation President or representative in writing within ten (10) business days.

Step III. If the grievance remains unresolved, it may be presented by the Federation President or representative to the Human Resources Director, as the Board of Commissioners' designee, or other designee, within ten (10) business days after the response of the department head. The Human Resources Director or other designee shall respond with the decision of the Board of Commissioners in writing to the Federation President or representative within ten (10) business days.

Step IV. If the Federation is not satisfied with the decision of the Board of Commissioners, the Federation may within ten (10) business days of the date of the decision, forward a request to the Employment Relations Board (ERB) to assign a Mediator from their staff. Upon designation of the Mediator, the parties will make every attempt to schedule a date for mediation within thirty (30) calendar days. If either party does not wish to use mediation, the grievance may be advanced to Step V.

Proceedings before the Mediator shall be confidential and informal in nature. No transcript or other official record of the mediation conference shall be made.

The Mediator shall attempt to ensure that all necessary facts and considerations are revealed. The Mediator shall have the authority to meet jointly and/or separately with the parties and gather such evidence as deemed necessary.

The Mediator shall not have the authority to compel resolution of the grievance. If the Mediator is successful in obtaining agreement between the parties, the employee shall reduce the grievance settlement to writing. Said settlement shall not constitute a precedent unless both parties so agree.

If mediation fails to settle the dispute, the Mediator may not serve as an arbitrator in the same matter nor appear as a witness for either party. No mediation efforts may be referred to or introduced into evidence at any subsequent arbitration hearing.

Step V. If the grievance remains unsettled, the Federation may, within ten (10) business days after the response date in the preceding step, notify the other party of a written request for arbitration.

The parties shall first attempt to select an arbitrator who is mutually acceptable. If, within ten (10) business days from the request for arbitration, the parties are unable to agree upon an arbitrator, the State Mediation and Conciliation Service shall be requested to submit a list of thirteen (13) names of Oregon and Washington arbitrators. Each party shall have the right to reject a list one (1) time per grievance. Both the County and the Federation shall have the right to strike names alternatively, with the grieving party making the first strike. The process shall be repeated, and the remaining person shall be the arbitrator. The designated arbitrator shall set a time and place for hearing which is agreeable to both parties.

Expenses for the arbitration shall be borne by the losing party. Each party, however, shall be responsible for compensating its own representatives and witnesses.

If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, provided it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, both parties shall jointly share all the cost of the transcript and all copies.

The arbitrator shall have the authority to consider only a claim based upon a specific provision of this Agreement and shall have no authority to add to, modify, or detract from this Agreement. The arbitrator's decision shall be final and binding upon the parties.

13.2 Stewards

Employees selected by the Federation to act as Federation representatives shall be known as “stewards” which includes one Chief Steward.

The names of employees selected as stewards and the names of other Federation representatives who may represent employees shall be certified in writing to the County by the Federation.

13.3 County-Federation or Grievance Committee Meetings

The County shall meet at mutually convenient times with any number of representatives selected by the Federation, but no more than two (2) Federation representatives will be allowed to attend such meetings on County time with no loss of wages.

All meetings with the County normally shall be held during working hours. This Section is not intended to be used to disrupt County business. The purpose of these Committee meetings will be to adjust pending grievances and to discuss procedures for avoiding future grievances. In addition, the Committee may discuss with the County other issues which would improve relationships between the parties. Prior notice of topics for discussion at such meetings shall be furnished by either party to the other.

13.4 Processing Grievances

Grievance Committee members and Steward(s) may investigate and process grievances during working hours, within reasonable limits, without loss of pay. The County’s obligation to compensate such individuals shall be limited to not more than two (2) individuals, including the grievant.

13.5 Time Periods

The time periods specified in this Article may be extended or modified by mutual consent. Failure by an employee or the Federation to comply with time periods specified shall be treated as final disposition of the subject matter of the grievance.

At any step of the grievance process, if the County or its officers, supervisors or department heads fail to respond, it shall be treated as a denial of the grievance and the Federation may advance it to the next step.

13.6 Civil Service Commission Appeals

Employees who take a grievance to arbitration under this Agreement shall be deemed to have waived any appeal rights which they may have under the Columbia County Civil Service Ordinance and the related rules of the Civil Service Commission.

Employees who pursue an appeal to hearing before the Civil Service Commission shall be deemed to have waived their right to arbitrate their grievance under this Agreement.

ARTICLE 14 - GENERAL PROVISIONS

14.1 Non-Discrimination

The provisions of this Agreement shall be applied equally to all employees without discrimination as to age, sex, marital status, race, color, creed, national origin, religion, mental or physical handicap or political affiliation. The Federation shall share equally with the County the responsibility for applying this provision of the Agreement.

The County agrees not to interfere with the rights of employees to become members of the Federation, and there shall be no discrimination, interference, restraint, or coercion by the County, or any County representative, against any employee because of any lawful Federation activities.

14.2 Bulletin Boards

The County agrees to furnish and maintain a suitable bulletin board to be used by the Federation. The Federation shall limit its posting of notices and bulletins to such boards and shall use the boards only for notices and bulletins concerning Federation matters. Bulletin boards shall not be used for controversial or inflammatory subjects.

14.3 Visits by Federation Representatives

The County agrees that accredited representatives of the Federation shall have reasonable access to the premises of the County to conduct Federation business. Such visits shall not interfere with the normal operation of the department.

14.4 Federation-Management Meetings

Representatives of the Federation and the County shall meet, when requested by either party, at mutually convenient times, to discuss any matters pertinent to maintaining good employer-employee relationships.

Each party shall advise the other, at least two (2) working days prior to such meeting, as to the subjects it wishes placed on the agenda. Such meetings will normally be held during working hours, at times which do not interfere with normal operations of the Courthouse.

Federation representatives attending such meetings during their normal working hours shall suffer no loss in their normal earnings. The County's obligation to compensate such individuals shall be limited to not more than two (2) individuals. Time devoted to committee meetings outside of an employee's normal shift shall not be compensable.

14.5 Existing Conditions and Future Rules

Existing work rules and conditions which are not modified by this Agreement shall continue in effect. No work rule shall be adopted which is inconsistent with the provisions of this Agreement or the requirements of Oregon law.

The County agrees to notify the Federation, in writing, prior to changing existing work rules or adopting new rules.

Should the Federation disagree with the new rule(s), the County, upon request, shall meet with the Federation to discuss its concerns, or, if the new rule involves or impacts a mandatory subject of bargaining, to negotiate over the new rule.

14.6 Uniforms and Protective Clothing

If an employee is required to wear a uniform, protective clothing, or any type of protective device as a condition of employment, such uniform, protective clothing, or protective device shall be furnished to the employee by the County. In addition, the County shall provide identifying garments for field employees to wear.

Employees who make the appropriate request and are approved to be armed shall be provided with a County approved holster, firearm and an optional duty belt. Such employees shall be required to carry the County provided firearm and may not carry a personal firearm for work purposes.

The cost of maintaining the uniform or protective clothing or protective device in proper condition including tailoring, cleaning and laundering, shall be paid for by the County.

Coveralls - The County agrees to furnish and maintain coveralls for employees who are required to service equipment as a part of their regular duties.

14.7 Health and Safety

Federal and state safety regulations shall be strictly observed by the County, the Federation, and all employees. Employees shall use all protective equipment required, shall perform their work in a safe manner, and shall comply with all safety rules of the County. Required safety equipment shall be furnished by the County.

Safety meetings shall be conducted by the County and the Federation at designated times for the purpose of safety training and discussing problems of employee safety. Such meetings shall be held during working hours.

Employees may be sent home if they are under medication, sick or otherwise unable to perform their normal duties without, in the judgment of the department head, creating an unnecessary safety or health hazard to themselves or other employees. If an employee is sent home under the provisions of this paragraph, that employee shall utilize paid accrued leave for the period of time not worked.

14.8 Negotiations

The County shall grant time off as necessary for negotiating meetings for up to two (2) employees who are selected by the Federation to serve on the Federation's Negotiating Committee, without loss of pay. Time devoted to negotiations outside of an employee's normal shift shall not be compensable.

14.9 Outside Employment

Any and all employment or activities for remuneration of any sort, including partial or full ownership of firms operating within the County, will be allowed only with the prior written approval of the County. Such outside employment or activity will be permitted only where, at the discretion of the County, the nature and extent of such activities are compatible with County employment and where such outside employment or activities would not, or later does not, interfere with an employee's responsibilities to County employment and which in no way conflicts with the interests of the County or is a discredit to the County, provided that the County shall not abuse its discretion arbitrarily or capriciously. Failure to report such outside activity or to engage in outside employment, which has not been approved, shall subject the employee to disciplinary action.

14.10 Use of Surveillance Cameras

Camera recordings may be accessed, reviewed and preserved as the County deems necessary. However, recordings will not be used for yearly performance evaluations, unless disciplinary action has been imposed from evidence derived from a specific recording. The County may only review camera recordings for investigative purposes when they have an articulable basis for inquiry. In the event the County elects to review video as part of an investigation, the County shall notify the Federation and provide the Federation with an opportunity to view the video. In the event information revealed on camera raises concerns regarding employee conduct, the County will retain the recording and agrees to provide a copy of the recording to the Federation and the employee in advance of any pre-disciplinary meetings or interviews.

14.11 Tort Claims Liability

The County shall indemnify and defend employees against claims and judgments incurred in, or arising out of, the of the performance of their official duties, subject to the limitations of the Oregon Tort Claims Act.

ARTICLE 15 - STRIKES AND LOCKOUTS

15.1 Lockouts

No lockout of employees shall be instituted by the County during the term of this Agreement.

15.2 Strikes

The Federation and its members, as individuals or as a group, will not initiate, cause, participate or join in any strike, work stoppage, or slowdown, of County work during the term of this Agreement.

Employees may be required to cross a picket line in the line of duty. Disciplinary action may be taken by the County against any employee engaged in a violation of this Article, up to and including dismissal. The Federation and the County will take immediate action to correct any violation of the provisions of this Article.

ARTICLE 16 - WORKING CONDITIONS

16.1 Workweek

For all full-time employees, the regular work week shall consist of 40 hours of compensated work time.

16.2 Work Week Schedule

A. Regular Work Week Schedule. The regular work week schedule for full-time employees shall consist of five (5) work days, Monday through Friday, inclusive. Each work day shall consist of eight (8) consecutive hours, excepting a meal period.

B. Modified Regular Work Week Schedule. The County may establish a modified regular work week schedule, which shall consist of four (4) days of ten (10) hours, on either Monday through Thursday or Tuesday through Friday. The County shall give at least two (2) weeks advance notice of the modified regular work week schedule. Said notice shall include both the starting date and time, and anticipated ending date of the modified regular work week schedule. However, the modified regular work week schedule may be extended upon two weeks advance notice as provided above. The County shall not suspend the modified regular work week schedule for the purpose of avoiding enhanced holiday leave and holiday pay under Sections 4.4 and 4.5 of this Agreement.

16.3 Optional Work Week Schedule

Upon the mutual agreement of the department head and the employee, individual employees may be scheduled to work on an optional work week schedule. The hours worked in a day shall be consecutive except for a meal period. The optional work week schedule shall contain the same number of work hours as the employee's regular work week schedule. The optional work week schedule may be suspended or terminated by either the department head or employee upon two (2) weeks advance notice.

16.4 Regular Hours and Posting

All employees shall be scheduled to work on a regular work shift. Each shift shall have regular starting and quitting times. Schedules showing each employee's regular shift, starting and quitting times, and workdays shall be posted in advance. Schedules may be modified at the discretion of the County upon two (2) weeks advance notice. Schedules may be modified immediately upon mutual consent of the County and the Federation.

16.5 Emergency Provision

During an emergency, the following modifications of this Agreement are made for affected employees:

- a. The provisions of Section 16.2 are suspended and the work week may be scheduled to consist of any five (5) days within a week as designated by the County. The hours of each day worked shall be continuous except for a meal period;
- b. Section 16.3 is suspended; and
- c. Section 16.4 is suspended.

An emergency is defined as a condition in which life or property in the County are immediately endangered, requiring the services of County employees to abate the hazard. Such services include only those necessary to address the immediate danger; an emergency may be declared by the Commissioners.

The provisions of this Section apply only to those specific employees needed to address the immediate hazard.

16.6 Rest Periods

Rest periods shall be provided during each half work day. Such rest periods shall be considered part of the compensated work time. Rest periods shall be scheduled as near the middle of each half workday as practicable.

The time allowed for rest periods is not extended for travel. Such rest periods may not be interrupted except to provide for the public safety. Waiting periods inherent in a job may be construed as the rest period if:

- a. A single waiting period is of sufficient length to cover the rest period;
- b. No attention to any part of the employee's job is required during the waiting period; and
- c. The employee knows in advance that the waiting period is of sufficient length that it will be considered as a rest period.

Rest periods shall be fifteen (15) minutes for eight (8) hour work days, or half work days of four (4) hours or less, and twenty (20) minutes in length for ten (10) hour work days or half work days of more than four (4) hours.

Employees who, at the request of the County, work one (1) hour beyond their regular work shift shall receive an additional rest period before starting the work beyond their regular shift. Such employees shall also receive an additional rest period for each two (2) hours worked beyond their regular work shift.

16.7 Meal Periods and Meals

Employees shall be granted a one-half (½) or one (1) hour uncompensated meal period each work shift. Such meal periods shall be scheduled as close as practicable to the middle of the work day.

The County shall furnish a meal (or a \$7.50 meal allowance, in lieu thereof), plus a one-half (½) hour uncompensated meal period to any employee who, at the County's request, works three (3) hours beyond their regular work schedule. An additional meal (or \$7.50 meal allowance, in lieu thereof), plus one-half (½) hour uncompensated meal period shall be furnished each four (4) hours thereafter.

Employees who are away from their regular workplace at meal times may use a County vehicle to stop at restaurants, snack bars, etc., for meals.

16.8 Clean-up Time

If necessary, employees shall be granted up to fifteen (15) minutes personal clean-up time prior to the end of each work shift. In circumstances where employees have been exposed to particularly dirty conditions or have become contaminated by hazardous materials, additional time will be granted to perform clean-up. The County shall provide the required facilities for employees' clean-up times, and shall arrange work schedules so that employees may utilize clean-up time.

16.9 Emergency or Disaster Conditions

Any employee who is not exempt from the overtime provisions of the FLSA, and who is unable to report to work due to hazardous road conditions caused by ice, snow, flood waters, washouts or slides shall not receive regular salary. Employees are advised to use their best judgment in making a decision of whether or not to report to work under such conditions. Should an employee decide to remain at the employee's residence, all reasonable attempts should be made to contact the immediate supervisor or department head. Any non-exempt salaried employee wishing to receive payment for time missed due to hazardous road conditions may do so by using either accrued vacation leave, a floating holiday or compensatory leave.

Any employee not exempt from overtime requirements, who reports to work late due to hazardous road conditions will be compensated for only for those hours actually worked. In the event such an employee wishes to receive a full day's pay, use of vacation or compensatory leave time to complete the normal work period is appropriate.

Any employee who is unable to report to work or reports to work late under such conditions shall not be subject to discipline. In the event the appointing authority is in doubt of the existence of such conditions, the final decision shall be left to the Human Resources Director and shall be subject to documentation or confirmation by either a police agency or the appropriate public works agency having jurisdiction over the roadway or roadways in question.

If the County declares the Courthouse closed due to emergency conditions, regular full-time employees shall receive regular pay for that day. If an employee is on scheduled paid or unpaid leave and the Courthouse is closed due to emergency conditions, that employee shall continue on such leave and have the appropriate number of hours deducted from leave balances for paid leave as though the Courthouse were not closed. This provision shall not apply for any closure of the Courthouse greater than one (1) week in length.

ARTICLE 17 - USE OF ALCOHOL AND DRUGS

17.1 Statement of Principle

The County and the Federation jointly recognize that the use of drugs and alcohol, whether on or off the job, which adversely affects job performance, may constitute a serious threat to the health and safety of the public, to the safety of fellow employees, and to efficient operation of the County.

17.2 Definitions

A. Drugs and Alcohol - For the purposes of this Agreement, drugs and alcohol will be defined as alcohol and controlled substances as defined by the federal Controlled Substance Act (21 U.S.C. §812), excluding any substance lawfully prescribed for the employee's use. Marijuana is defined as a drug for the purpose of this Agreement, regardless of whether or not the marijuana was distributed for medical purposes.

B. Drug and Alcohol Test - The compulsory production and submission of urine, blood, or other bodily fluid by an employee in accordance with procedures contained herein for chemical analysis to detect prohibited drug and/or alcohol use.

C. Reasonable Grounds- For the purposes of this Agreement, reasonable grounds exists when the employer is aware of facts that would lead a reasonable person to believe that the employee is under the influence of drugs and alcohol as those terms are defined in this Agreement.

D. Under the Influence -

1. An individual is considered to be "under the influence" of alcohol when the individual's blood alcohol content is equal to or greater than .02% and for the purposes of this Article a test result with a blood alcohol content equal to or greater than .02% is considered a positive test.

2. An individual is considered to be "under the influence" of drugs when that individual tests positive for drugs based on the threshold and confirmation amounts as described in Department of Transportation Rule 49 CFR Section 40.87.

3. An individual is adversely affected by a controlled substance or alcoholic intoxicants to a noticeable or perceptible degree such that he or she lost clarity of intellect or control that he or she would otherwise possess.

17.3 Prohibited Conduct

The following conduct is strictly prohibited, and employees engaged in the prohibited conduct described below will be subject to discipline, which may constitute serious discipline under this Agreement and warrant immediate dismissal.

A. The unlawful buying, selling, transportation, possession, providing or use of any drugs or alcohol.

B. Except as a necessary part of an official assignment, unlawfully, as defined by federal or state law, consuming drugs or alcohol while on duty. Employees must have their supervisor's authorization to do so as part of an official assignment.

C. Reporting for work under the influence of alcohol or drugs, subject to the following limitation: an employee who is called out by the County to perform duties outside regular work hours and who has consumed drugs or alcohol will notify his or her supervisor as to the amount of drugs or alcohol consumed prior to reporting for work, and the employee may not be disciplined for refusing to work; however the employee may be disciplined if other reasons exist.

D. Failure to report use of prescribed medication, controlled substance, and/or over-the-counter drugs as prescribed in this Article. An employee who tests positive for prescription drugs taken in accordance with a valid and unexpired prescription, as determined by a Medical Review Officer, shall not be considered to be under the "under the influence" for discipline purposes.

E. Failure to notify his or her supervisor if a controlled substance is ingested unintentionally or if the employee is made to ingest a controlled substance so that appropriate medical steps may be taken to ensure the employee's health and safety.

17.4. Preconditions to Drug Testing

Before any employee may be tested for controlled substances, the County shall select a laboratory that is licensed under the provisions of ORS 438.010 to 438.510 and that can demonstrate experience and capability of quality control, documentation, chain of custody, technical expertise, and demonstrated proficiency in urine and blood analysis.

17.5 Grounds for Testing

A. Pre-Hire Drug Testing. Employees in public safety positions may be required to submit to and successfully pass a post-offer, pre-hire drug test.

B. Reasonable Grounds Testing. Employees may be required to submit to drug or alcohol testing if reasonable grounds exists that there is a violation of this Article. The employee shall be given the reasonable grounds in writing at the time. The County may test for those drugs for which it has reasonable suspicion that an employee may have consumed.

17.6 Testing Mechanisms

Testing mechanisms used for any test for alcohol or drugs performed on members of the Federation may include standard field impairment tests and/or standard laboratory blood and/or urine analysis tests.

Procedures used to obtain and test samples will be prescribed by the testing laboratory in accordance with relevant federal and state statutes as outlined in this Article.

17.7 Consequences of Positive Test Results

A. An employee who has tested positive for the presence of drugs or alcohol with a blood alcohol content equal to or greater than .02% pursuant to this Article may be subject to discipline including immediate

dismissal. An employee's participation in drug or alcohol counseling will be considered in determining what, if any, disciplinary action may be taken.

B. Employees under this Agreement hold safety sensitive positions, and any employee who tests positive may be subject to unannounced testing for a one (1) year period following the positive test. If the employee violates the terms of agreed to treatment or again tests positive during such a period, he or she shall be subject to immediate discipline, which may include dismissal.

17.8 Prescription Drugs and Medications

Prescription medications can significantly affect the performance of people taking them. Many such medications can make the patient drowsy or dizzy, affect vision or hearing, or bring about other physical conditions that could reduce the effectiveness of a safety-sensitive employee. An employee utilizing any prescribed medications or controlled substances that the employee reasonably believes affects his or her ability to safely perform assigned duties must immediately report this treatment to his or her supervisor.

In the event there is a question regarding an employee's ability to safely perform assigned duties, the employer may request and the employee shall be responsible for receiving clearance from the employee's physician and providing written certification to the supervisor. The lawful use of prescription medications is not grounds for disciplinary action by itself; however, failure to follow the reporting procedure may subject an employee to disciplinary action. Employees may also be disciplined for using medication that is unlawfully obtained, or for use that is inconsistent with the prescription or label. Failure to report the use of a prescribed medication or a controlled substance which the employee has been informed may affect his or her abilities to safely perform assigned duties may subject an employee to disciplinary action.

For the purpose of this Agreement, under no circumstances shall the use of marijuana constitute the use of medication under this section.

17.9 Searches

For administration of this Article, the County may, upon probable cause, conduct searches on County property of employees and/or assigned County property and/or their personal property excluding personal vehicles parked on County property. An employee has the right to request a Federation representative be present during the search, as long as the search is not unreasonably delayed by accommodating this provision. A refusal to submit to a search may result in disciplinary action. This provision is not intended to restrict the County's right to conduct administrative searches of assigned County property for other purposes or searches related to any criminal investigation.

17.10 Interference with Policy

Any activity which purposely interferes with this Drug and Alcohol Article will be grounds for disciplinary action which may include dismissal. Examples include, but are not limited to the following:

- A. Tainting, tampering, or substitution of blood or urine samples
- B. Falsifying information regarding the use of prescribed medications or controlled substances
- C. Failure to cooperate with any tests outlined in this Article to determine the presence of intoxicants or controlled substances
- D. Failure to cooperate with any searches

17.11 Employee Rights

The employee shall have the right to a Federation representative until the time the sample is given. However, this provision shall not unreasonably delay testing. Nothing herein shall restrict the employee's legal right to representation by the Federation.

If, at any point, the results of the laboratory testing procedures specified in this Article are negative, all further testing shall be discontinued. The employee will be provided with a copy of the results and all documentation on the testing will be sealed and maintained in a secure place. All test results will be kept confidential by the County except as other provided by law.

Any employee who tests positive shall be given access to all written documentation available from the testing laboratory which verifies the accuracy of the testing equipment used in the testing process, the chain of custody of the specimen, and the accuracy rate of the laboratory.

ARTICLE 18 - MANAGEMENT RIGHTS

The parties recognize that the elected officials of the County are directly responsible to the public and to the citizens of the County, for the performance of the functions and services of the County.

The functions incident to such responsibilities cannot be delegated. Accordingly, the County retains all of the rights, functions, and authority connected with its responsibility to manage the affairs of the County government. The rights of the Federation and of employees are those set forth in this Agreement, the Oregon Revised Statutes, and in the Civil Service Ordinance.

The County retains all management functions and rights not specifically limited by the terms of this Agreement.

Nothing in this paragraph will preclude the right of an employee to utilize the provisions of Article 13, Settlement of Disputes.

ARTICLE 19 - SAVINGS CLAUSE

Should any article, section, or portion thereof, of this Agreement be held unlawful or unenforceable by an opinion of the Attorney General of the State of Oregon or by any court of competent jurisdiction, or any administrative agency of the State of Oregon having jurisdiction over the subject matter, such decision shall apply only to the specific article, section, or portion thereof, directly specified in the decision.

Upon the issuance of any such decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated article, section, or portion thereof. All other portions of this Agreement, and the Agreement as a whole, shall continue without interruption for the term hereof.

ARTICLE 20 - TERM AND TERMINATION

Except where other effective dates are set forth, this Agreement shall be effective as of January 1, 2019, and shall remain in full force and effect until the 31st day of December 2021.

The Agreement shall be automatically renewed from year to year after January 1, 2022, unless either party shall notify the other in writing, not later than July 1, 2021, or any subsequent year, that it wishes to modify this Agreement for any reason. In the event such notice is given, negotiations shall begin within thirty (30) days following said notice. The Agreement shall remain in full force and effect during the period of negotiations.

In witness whereof, County and Federation have executed this Agreement on the ___ day of June 2019

FOR THE FEDERATION:

FOR THE COUNTY:

FEDERATION OF PAROLE AND
PROBATION OFFICERS:

By: Ken Border, President

By:

BOARD OF COMMISSIONERS:

By: Henry Heimuller, Chair

By: Margaret Magruder, Commissioner

By: Alex Tardif, Commissioner

Appendix A

FOPPO Wages **Effective July 1, 2019 - June 30, 2020**

Cola Increase **2.40%**

Parole/Probation Officer 1

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Monthly	4,004	4,386	4,552	4,703	4,877	5,105
Hourly	23.10	25.31	26.26	27.13	28.14	29.45

Parole/Probation Officer 2

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Monthly	4,657	4,909	5,161	5,413	5,665	5,916
Hourly	26.87	28.32	29.77	31.23	32.68	34.13

40 hour workweek standard

Exhibit B
LETTER OF AGREEMENT

This Agreement is made and entered into by Columbia County, hereinafter referred to as the "County" , and the Federation of Parole/ Probation Officers, hereinafter referred to as the "Union".

WHEREAS, the Columbia County Health Benefits Committee has recommended changes to the County' s medical coverage for a three year period, effective August 1, 2016 through July 31, 2019; and

WHEREAS, the Collective Bargaining Agreement by and between the County and Union terminates on December 31, 2018, and the parties desire that this LOA extend beyond the term of the current Collective Bargaining Agreement; and

WHEREAS, the County and Union desire to implement the Health Care Benefits Committee recommendation through July 31, 2019;

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

1 . The parties agree to amend Article 9, Section 9.1 of the Collective Bargaining Agreement which is in effect from July 1, 2015 through December 31, 2018, as set forth, below.

A . Paragraph 4 of Section 9.1, is amended to refer to this Letter of Agreement which will be substituted for Exhibit B, to the Collective Bargaining Agreement.

B, The Health Insurance Benefits set forth in Sections 9.1 , A-H, are amended to read as follows :

"A. Medical . Effective August 1, 2016, the County will provide Kaiser Permanente HMO Plan 13E, Kaiser Added Choice Plan DH13 and the Kaiser Health Savings Account (HSA) Plan \$1500/\$3000 or their substantial equivalents . The County will also provide benefit riders for durable medical equipment, vision and alternative care.

The County will pay monthly premiums for full time employees up to the maximum listed below for each plan year indicated.

Monthly premium payments will be pro—rated for part—time employees.

County Paid Premium:	2016-17	2017-18 up to 8% increase	2018-19 up to 8% increase
Employee - HMO	593.42	640.89	692.16
Employee - Added Choice	665.86	719.13	776.66
Employee - HSA	416.63	449.96	485.96

Employee + 1 - HMO	1364.87	1474.06	1591.98
Employee + 1 - Added Choice	1531.35	1653.86	1786.17
Employee + Family HMO	1602.23	1730.41	1868.84
Employee + Family Added Choice	1797.90	1941.73	2097.07
Employee + Family - HSA	1124.91	1214.90	1312.09

If, on or after August 1, 2016 monthly premiums exceed the above amounts, 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 listed above.

B. Dental. The County will provide MetLife Dental PPO Plan, Willamette Dental DMO Plan and Kaiser Permanente Dental DMO Plan or their substantial equivalent.

C. 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.

D. 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.

E. HRÄ/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 Core HMO	\$150 per plan year	\$200 per plan year	\$250 per plan year

For employees on Added Choice Option	\$50 per plan	\$75 per plan year	\$100 per plan year
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9 FOP PO

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 plans, 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.

2. This Letter of Agreement is effective on August 1, 2016 and shall terminate on July 31, 2019, or earlier if the parties agree to different coverage based on a recommendation from the Health Benefits Committee. Unless the parties agree to different coverage based on a recommendation from the Health Benefits Committee, the parties agree to include the Health Insurance Benefits set forth in Sections 9.1 A-H, above, in future Collective Bargaining Agreements through July 31, 2019.

In witness whereof, County and Union have executed this Article on the 22nd day of June, 2016.

FOR THE UNION:
FEDERATION OF PAROLE/
PROBATION OFFICERS:

By: [Signature]
Ryan Scholl, President

FOR THE COUNTY:
BOARD OF COMMISSIONERS:

By: [Signature]
Anthony Hyde, Chair

By: [Signature]
Henry Heimuller, Commissioner

By: [Signature]
Earl Fisher, Commissioner

Approved as to form:

By: [Signature]
County Counsel

