

COLUMBIA COUNTY

Board of Commissioners Office

Commissioners

Margaret Magruder

Henry Heimuller

Alex Tardif

Administration

Jan Greenhalgh

Jacyn Normine



ST. HELENS, OR 97051

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BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON

Wednesday, July 31, 2019

10:00 a.m. – Room 310

BOARD MEETING AGENDA

CALL TO ORDER/FLAG SALUTE

MINUTES:

- July 24, 2019 Board Meeting
- July 24, 2019 Work Session

VISITOR COMMENTS – 5 MINUTE LIMIT

MATTER(S):

- 1) Marc Czornij – 2020 Census
- 2) Joint Meeting with the Parks Advisory Committee (12:00 noon)

CONSENT AGENDA:

- A. Ratify the Select to Pay for 07.29.19.
- B. Authorize The Public Health Director to fill the vacant position of Environmental Health Specialist I

AGREEMENTS/CONTRACTS/AMENDMENTS:

- C. Rescind approval for C120-2019-Amenment No. to Intergovernmental Agreement No. 11088 with the Oregon Department of Education, Youth Development Division and authorize the chair to sign

- D. C110-2019-1- Amendment #1 to RCTP Investment Agreement with CCET.
- E. C115-2019- Personal Services Contract with David Evans and Associates for Bridge Inspections
- F. C123-2019-Allocation Certification Agreement with the Oregon State Marine Board for Maintenance Assistance Program (MAP) FY20 and authorize Chair to sign
- G. C124-2019- Amendment No. 11 to Intergovernmental Agreement No. 720-07 with Portland Community College for Transit Service and authorize Chair to sign

DISCUSSION ITEMS:

Sarah Hanson/ Jacyn Normine

- Executive Session 192.660 (2)(e) Real Property

COMMISSIONER HEIMULLER COMMENTS:

COMMISSIONER MAGRUDER COMMENTS:

COMMISSIONER TARDIF COMMENTS:

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

RCTP INVESTMENT AGREEMENT C110-2019 AMENDMENT

WHEREAS, on **June 18, 2019**, Columbia County and Columbia County Economic Team entered into a \$36,000 RCTP Investment Agreement C110-2019 for Phase 1 enhancements to the Crown Zellerbach Trail.

WHEREAS, the parties are desirous of amending the Agreement to include an additional \$4,000 in enhancements completed by Columbia County.

NOW THEREFORE, in consideration of the mutual promises contained herein, the above referenced RCTP INVESTMENT AGREEMENT C110-2019 is hereby amended as follows (~~original wording~~, **amended wording**):

Page 1, Bullet 3:

- ~~\$6,000.00~~ **\$10,000.00** to be invoiced and paid upon receipt of final project report (see below)

Acknowledged and agreed to by:

Authorized Columbia County Signature

Chuck Daughtry, Executive Director
Columbia County Economic Team

Printed Name and Title

Date

Date

PERSONAL SERVICES CONTRACT (ORS Chapter 279B)

This Agreement is made and entered into by and between COLUMBIA COUNTY, a political subdivision of the State of Oregon, hereinafter referred to as "County", and DAVID EVANS AND ASSOCIATES, INC, hereinafter referred to as "Contractor".

WITNESSETH:

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

1. Effective Date. This Agreement is effective on the date last signed by the parties, below.
2. Completion Date. The completion date for this Agreement shall be no later than November 30, 2019, unless sooner terminated as provided herein.
3. Contractor's Services. Contractor agrees to provide the services described in the Contractor's Proposal, which is attached hereto as Exhibit A and incorporated herein by reference. In case of conflict between Contractor's Proposal and this Agreement, this Agreement shall control.
4. Consideration. County shall pay Contractor on a fee-for-service basis, an amount not to exceed \$9,920.00, said amount to be the complete compensation to Contractor for the services performed under this agreement. This fee shall include all expenses. Unless otherwise agreed to in writing by the parties, payment shall be made in a lump sum at the satisfactory completion of the project. This Agreement is subject to the appropriation of funds by County, and/or the receipt of funds from state and federal sources. In the event sufficient funds shall not be appropriated, and/or received, by County for the payment of consideration required to be paid under this Agreement, then County may terminate this Agreement in accordance with Section 17 of this Agreement.
5. Contract Representatives. Contract representatives for this Agreement shall be:

FOR COUNTY

FOR CONTRACTOR

Tristan Wood, Assistant Director
Columbia County Public Works
1054 Oregon Street
St. Helens, OR 97051
(503) 397-5090

Amanda Blankenship, Project Manager
David Evans and Associates, Inc.
530 Center Street NE, Suite 605
Salem, OR 97301
(503) 480-1322

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

6. Permits - Licenses. Unless otherwise specified, Contractor shall procure all permits and licenses, pay all charges and fees and give all notices necessary for performance of this Agreement prior to commencement of work.
7. Compliance with Codes and Standards. It shall be the Contractor's responsibility to demonstrate compliance with all applicable building, health and sanitation laws and codes, and

with all other applicable Federal, State and local acts, statutes, ordinances, regulations, provisions and rules. Contractor shall engage in no activity which creates an actual conflict of interest or violates the Code of Ethics as provided by ORS Chapter 244, or which would create a conflict or violation if Contractor were a public official as defined in ORS 244.020.

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

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

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

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

C. The Contractor is an independent contractor for purposes of the Oregon workers' compensation law (ORS Chapter 656) and is solely liable for any workers' compensation coverage under this Agreement. If the Contractor has the assistance of other persons in the performance of the Agreement, the Contractor shall qualify and remain qualified for the term of this Agreement as a carrier-insured or self-insured employer under ORS 656.407. If the Contractor performs this Agreement without the assistance of any other person, unless otherwise agreed to by the parties, Contractor shall apply for and obtain workers' compensation insurance for himself or herself as a sole proprietor under ORS 656.128.

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

A. Contractor shall:

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

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

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

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

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

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

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

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

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

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

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

305.385(6), that to Contractor's knowledge, Contractor is not in violation of any of the tax laws of this state or political subdivision of this state, including but not limited to ORS 305.380(4).

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

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

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

16. Insurance. Contractor shall maintain commercial general liability and property damage insurance in an amount of not less than \$2,000,000 per occurrence to protect County, its officers, agents, and employees. Contractor shall also provide professional liability insurance of not less than \$2,000,000. Contractor shall provide County a certificate or certificates of insurance in the amounts described above which names County, its officers, agents and employees as additional insureds on the commercial general liability. Such certificate or certificates shall be accompanied by an additional insured endorsement. Contractor agrees to notify County immediately upon notification to Contractor that any insurance coverage required by this paragraph will be canceled, not renewed or modified in any material way, or changed to make the coverage no longer meet the minimum requirements of this Contract.

17. Termination. This Agreement may be terminated at any time in whole or in part by mutual consent of both parties. The County may terminate this Agreement, with or without cause, upon 30-days' advance written notice to Contractor. The County may also terminate this Agreement, effective upon delivery of written notice to Contractor, or at such later date as may be established by the County under the following conditions:

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

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

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

18. Time of the Essence. The parties agree that time is of the essence in this Agreement. Failure of Contractor to complete the project within the time stated herein, will be a material breach of the Agreement unless such failure is due to the failure of the County to provide information or permit approvals in a timely manner which causes delay in the Contractor's performance. In no event shall Contractor be responsible for delays outside its reasonable control.

19. Ownership of Documents. All documents of any nature and/or electronic data including, but not limited to, working papers, reports, material necessary to understand the documents and/or data, drawings, works of art and photographs, produced, prepared and/or compiled by Contractor pursuant to this Agreement are the property of County upon compensation to Contractor, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to County all rights of reproduction and the copyright to all such documents. Any reuse or modification of the documents without the prior written consent of Contractor shall be at the sole risk of the County.

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

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

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

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

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

25. No Third-Party Rights. This Agreement is solely for the benefit of the parties to this Agreement. Rights and obligations established under this Agreement are not intended to benefit any person or entity not a signatory hereto.

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

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

CONTRACTOR:

By: Amanda Blankenship

Name: Amanda Blankenship

Date: 7/25/2019

Approved as to form

By: _____
Office of County Counsel

OWNER:

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____
Henry Heimuller, Chair

By: _____
Margaret Magruder, Commissioner

By: _____
Alex Tardif, Commissioner

Date: _____



DAVID EVANS
AND ASSOCIATES INC.

June 26, 2019

Tristan Wood
Columbia County

SUBJECT: Columbia County Non-NBI Bridge and Culvert Inspections

Mr. Tristan Wood,

The following items describe the Scope of Services for Columbia County Non-NBI Bridge and Culvert Inspections.

Inspections will be performed on the sixteen (16) non-NBI Columbia County structures listed below.

County #	NBI #	Road	Milepost	Stream Crossed
002	13340A	001050 - DUTCH CANYON RD	2.75	Salt Creek
028	09C28	001014 - BENNETT RD	1.23	McNulty Creek
029	13706	001137 - ROSS RD	0.1	McNulty Creek
031	13702A	001083 - KAPPLER WEST RD	0.313	Cox Creek
039	13700A	001002 - ANDERSON RD	0.05	Salmon Creek
040	13363	001029 - CANAAN RD, S CANAAN	9.11	Merril Creek
043	13610A	002017 - BISHOP RD	1.01	Goble Creek
044	13758A	002013 - BEAVER HOMES RD	0.05	Goble Creek
046	13760A	002013 - BEAVER HOMES RD	1.25	Goble Creek
051	13371	002046 - FERNHILL RD S, 7TH ST W	2.37	Beaver Creek
062	13807A	004134 - MAYGER RD	5.94	Green Creek
090	13775	004017 - CONYERS CREEK RD	0.4	Conyers Creek Trib.
091	13774	004017 - CONYERS CREEK RD	1.4	West Creek
093	09C93	004150 - COLVIN RD	2.16	Grayham Creek
094	09C94	004150 - COLVIN RD	1.6	Tandy Creek
128	9C128	001131 - REID RD	0.01	Small Creek

The following assumptions are made for performing the work:

- Inspections will be performed by a National Bridge Inspection Standards (NBIS), and Oregon Department of Transportation (ODOT) certified team leader inspector.
- The structures will be inspected on-foot with the aid of ladders, binoculars, and hand tools. No lift equipment or under-bridge access equipment will be used to access the structures. No traffic control will be required to access the structures or perform the inspections.
- Areas accessible on foot, and select suspect areas accessed with a ladder will be sounded with a hammer. If warranted, based on the visual inspection and sounding with hammer, accessible areas of timber members will be bored with a non-destructive resistograph to measure the timber's resistance through the member thickness as an indication of decay.
- For culverts that are assessed to be permit required confined spaces, and for culverts not accessible due to limited opening size, these culverts will only be inspected from the ends.
- A routine inspection report consistent with the current ODOT Bridge Inspection Coding Guide will be provided for each bridge. The current ODOT Bridge Inspection Coding Guide includes defect based element conditions. The reports will be prepared in ODOT's BrM database. These bridges already have an ODOT BrM Inspection Report established, and we will update that record based on inspections. One hardcopy of each BrM report will be provided.
- Timber boring reports will be updated and provided to the County. One hard copy of each report will be provided. Electronic copies of the Excel timber boring reports will also be provided.
- A hardcopy photo report for each bridge, prepared in Microsoft Word, will be provided showing photos of poor and severe defects and new maintenance recommendations.
- Cross channel profile measurements were taken in 2017 and will not be measured again unless there appears to be a significant change in the channel profile. For bridges requiring a cross channel profile, profile information will be collected using soundings. Soundings will be made using a weighted tape measure to measure the distance from top of rail to channel bottom at each bridge support and at 5ft maximum intervals between supports. The data from the readings will be provided in Microsoft Excel spreadsheet form. A hardcopy graph will be provided showing the 2019 cross channel profile and any profiles from previous inspections that are on file.
- Any bridges with Significant Findings will be documented in a letter describing the significant finding with representative photos, repair or maintenance recommendations, and future inspection recommendations. ODOT recently redefined the conditions under which bridge owners are to be notified with a letter. Because of this, fewer letters will be sent than in the past.

June 19, 2019

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- The structures will be inspected between July 2019 and September 2019 and reports will be delivered within 60 days of completing the inspections.
- During the field work, the County will be contacted by phone with information about any bridges with significant findings.
- One invoice will be provided, billing the number of structures inspected times \$620.00 for a total lump sum of \$9,920.

Please let me know if you have any questions.

Sincerely,

DAVID EVANS AND ASSOCIATES, INC.

A handwritten signature in blue ink that reads "Amanda Blankenship".

Amanda Blankenship, PE

David Evans and Associates, Inc.

530 Center St. NE, Suite 605

Salem, OR 97301

Direct: 503.480.1322

Cell: 541.981.1162

Email: ablankenship@deainc.com

**COLUMBIA COUNTY
ALLOCATION CERTIFICATION AGREEMENT
MAINTENANCE ASSISTANCE PROGRAM (MAP) FY20**

This Maintenance Assistance Program (MAP) Allocation Certification Agreement is entered into by and between the State of Oregon, acting by and through the Oregon State Marine Board, hereinafter called "OSMB" and Columbia County, hereinafter called the "Recipient." In accordance with OAR 250-14-004, the parties agree to the following:

I. The Recipient certifies that:

A. A budget has been adopted that includes the MAP allocation amount of \$8,400.00 state funds for the fiscal year period of July 1, 2019, to June 30, 2020; and

B. The following Site Inventory lists facilities and site elements maintained by the Recipient; and

Site Inventory						
Site Name: Beaver Landing				Use Fee: \$5.00	Fee Reduction: 75%	
Funding Source: MAP	Size / Quantity	Points Possible	Seasons of Use*	Months of Use	Seasonal Point Value	Fee Adjusted
Flush Restroom		12	PSO	12	\$1,200.00	\$300.00
Vegetation Maintenance		6	PSO	12	\$600.00	\$150.00
Garbage Can or Dumpster		6	PSO	12	\$600.00	\$150.00
Single Car Parking Stalls	3	0			\$0.00	\$0.00
Boat Trailer Stalls	16	12	PSO	12	\$1,200.00	\$300.00
Overflow Parking, sq ft	5,000	3	PSO	12	\$300.00	\$75.00
Hard Surface Ramp, 1 Lane		6	PSO	12	\$600.00	\$150.00
Boarding Dock, total linear feet	120	3	PSO	12	\$300.00	\$75.00
<u>MAP Allocation for 8 site elements at Beaver Landing</u>					Allocation Subtotal:	\$4,800.00
					Fee Adjustment:	\$3,600.00
*Seasons of Use: P=Peak, S=Shoulder, O=Off; Minus (-) denotes partial season					MAP Grant:	\$1,200.00
Site Name: JJ Collins Marine Park West				Use Fee: \$0.00	Fee Reduction: 0%	
Funding Source: MAP	Size / Quantity	Points Possible	Seasons of Use*	Months of Use	Seasonal Point Value	Fee Adjusted
Composting Toilet		10	PSO	12	\$1,000.00	\$1,000.00
Vegetation Maintenance		6	PSO	12	\$600.00	\$600.00
Garbage Can or Dumpster		6	PSO	12	\$600.00	\$600.00
Transient Dock, total linear feet	270	9	PSO	12	\$900.00	\$900.00
Log Debris Boom		2	PSO	12	\$200.00	\$200.00
Boat Allowance		0.5	PSO	12	\$50.00	\$50.00
<u>MAP Allocation for 6 site elements at JJ Collins Marine Park West</u>					Allocation Subtotal:	\$3,350.00
					Fee Adjustment:	\$0.00
*Seasons of Use: P=Peak, S=Shoulder, O=Off; Minus (-) denotes partial season					MAP Grant:	\$3,350.00

Site Name: JJ Collins Trans Docks East				Use Fee: \$0.00	Fee Reduction: 0%	
Funding Source: MAP	Size /	Points	Seasons	Months	Seasonal	Fee
Feature	Quantity	Possible	of Use*	of Use	Point Value	Adjusted
Composting Toilet		10	PSO	12	\$1,000.00	\$1,000.00
Vegetation Maintenance		6	PSO	12	\$600.00	\$600.00
Garbage Can or Dumpster		6	PSO	12	\$600.00	\$600.00
Transient Dock, total linear feet	495	13	PSO	12	\$1,300.00	\$1,300.00
Polypipe Debris Boom		3	PSO	12	\$300.00	\$300.00
Boat Allowance		0.5	PSO	12	\$50.00	\$50.00
<u>MAP Allocation for 6 site elements at JJ Collins Trans Docks East</u>					Allocation Subtotal: \$3,850.00	
					Fee Adjustment: \$0.00	
*Seasons of Use: P=Peak, S=Shoulder, O=Off; Minus (-) denotes partial season					MAP Grant: \$3,850.00	
Total Grant for Columbia County (3 sites)				Total Allocation:		\$8,400.00

- C. MAP funds will be spent only to maintain improved marine facilities identified in the Site Inventory in accordance with MAP procedures and policies; and
 - D. During the season of use identified on the Site Inventory the facilities will be open and maintained for public use; and
 - E. The amount of any user fee, identified on the Site Inventory, that is presently charged or will be charged during the fiscal year, includes the highest of any entrance, day use, launch ramp, parking, transient moorage, or other fees paid, excluding annual passes or donations, and no fee will be charged for any vessel waste disposal system or floating restroom; and
 - F. OSMB will have access to all eligible boating facilities and maintenance expenditure and performance records upon request and the Recipient will cooperate during any audit; and
 - G. MAP funds will not exceed sixty-percent of the overall maintenance cost of eligible boating facilities; and
 - H. Matching funds do not include any cash or in-kind activities expended on campgrounds, marinas, fuel stations, trails, picnic shelters, swim areas, or other large day-use components. The percentage of shared use has been documented for areas such as restrooms and parking that serve eligible marine facilities and other park uses; and
 - I. MAP funds are principally targeted for labor, supplies, or contract services that will be expended at the eligible marine facilities. Expenditures for program administration, supervision, or other general service assessments will be limited to a maximum of fifteen-percent; and
 - J. MAP funds will not be expended for capital construction projects or used as match to other grants.
- II. The Recipient agrees:
- A. To provide a minimum of \$5,600.00 matching resources for state MAP funds.
 - B. That the MAP Program is designed to supplement funds expended at eligible marine facilities and the intent is to assist in improving the quality of maintenance at the facilities identified on the Site Inventory.
 - C. To immediately notify OSMB of any changes in operation or maintenance practices, fees, season

of use, or public access. The Recipient agrees to reimburse OSMB any MAP funds deemed an overpayment as a result of such changes.

D. To reimburse OSMB any excess MAP funds not expended within the fiscal year that exceed the ten-percent maximum carry forward amount.

E. To provide at the end of the fiscal year an expenditure report for maintenance and operations outlining labor, supplies, materials, and services for all facilities identified on the Site Inventory.

II. OSMB certifies that:

A. It is authorized by ORS 830.150(2)(a) to provide MAP funds for annual maintenance of improved boating facilities.

B. It has sufficient MAP funds available within its current biennial budget and has authorized expenditure of MAP funds to the Recipient for the eligible marine facilities identified on the Site Inventory.

The Recipient, by the signature of its authorized representative below, hereby acknowledges that it has read the agreement, understands it, and agrees to be bound by its terms and conditions.

OSMB: State of Oregon, acting by and through its Oregon State Marine Board

RECIPIENT:
Columbia County

By: _____
(Signature)

By: _____
(Signature)

Larry Warren
(Printed Name)

(Printed Name)

Director
(Title)

(Title)

(Date)

(Date)

**Amendment No. 11 to
Intergovernmental Agreement No. 720-07
Between Columbia County and Portland Community College**

This Amendment No. 11 ("Amendment") to Intergovernmental Agreement #720-07 is made and entered into between Columbia County ("County") and Portland Community College ("College").

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

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

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

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

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

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

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

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

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

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

WHEREAS, in 2018, the parties entered into Amendment No. 10 to extend the Agreement to June 30, 2019 and increase consideration;

WHEREAS, the parties would like to further amend the Agreement to extend the term to June 30, 2020 and increase consideration and clarify that future revisions will use the Western States Size Class B/C Consumer Price Index for cost of living adjustments;

NOW, THEREFORE, the Parties agree as follows:

1. Intergovernmental Agreement #720-07 is amended as follows:

A. Section I. TERM is amended to read,
"This Agreement shall become effective on the date at which every party has signed, and shall expire, unless otherwise terminated or extended, on June 30, 2019."

B. Section IV. CONSIDERATION is amended to read,
"College will provide County \$20,000.00 in ten equal monthly payments of \$2000.00 beginning in September of 2006 and ending in June of 2007. College will provide County \$22,000.00 in four equal payments of \$5500.00 beginning in September of 2007 and ending in June of 2008. College will provide County \$37,000.00 in 4 equal quarterly payments of \$9,250.00 beginning in September of 2008 and ending in June of 2009. College will provide County \$37,000.00 in 4 equal quarterly payments of \$9,250.00 beginning in September of 2009 and ending in June of 2010. College will provide County \$37,000.00 in 4 equal quarterly payments beginning in September of 2010 and ending in June of 2011. College will provide County \$56,200.00 in 4 equal quarterly payments of \$14,050.00 beginning on July 1, 2011 and ending on June 30, 2012. College will continue to provide County \$56,200.00 in 4 equal quarterly payments of \$14,050.00 beginning on July 1, 2012 and ending on June 30, 2013. College will continue to provide County \$72,000 in 4 quarterly payments of \$18,000.00 beginning on July 1, 2013 and ending on June 30, 2014. College will continue to provide County \$72,000 in 4 quarterly payments of \$18,000.00 beginning July 1, 2014 and ending June 30, 2015. Beginning July 1, 2015 and ending on June 30, 2016, College will pay County \$79,200 in 4 equal quarterly payments of \$19,800. Beginning July 1, 2016 and ending on June 30, 2017, College will pay County \$83,160 in 4 equal payments of \$20,790. Beginning July 1, 2017 and ending on June 30, 2018, College will pay County \$85,656 in 4 equal payments of \$21,414. Beginning July 1, 2018 and ending on June 30, 2019, College will pay County \$87,456 in 4 equal payments of \$21,864. Beginning July 1, 2019 and ending on June 30, 2020, College will pay County \$89,992 in 4 equal payments of \$22,498."

2. Future revisions to the amount of consideration paid under this Agreement shall consider changes to the cost of living as reflected in the Consumer Price Index (CPI), West Region Size Class B/C, published by the United States Department of Labor, Bureau of Labor Statistics.
3. Ridership data by day and monthly will be provided with each invoice.
4. Except as expressly amended, above, all other terms and conditions of the original Agreement remain in full force and effect.
5. All representations, warranties and certifications contained in the original Agreement #720-07 are true and correct as of the effective date of this Amendment and have the same effect as though made at the time of this Amendment.
6. This Amendment No. 11 shall become effective on the last date signed by the parties, below, but shall be retroactive to July 1, 2019.

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

Portland Community College

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____
Finance Division Manager

By: _____
Henry Heimuller, Chair

Date: _____

Date: _____

Approved as to form

By: _____
Office of County Counsel