

COLUMBIA COUNTY

Board of Commissioners Office

Commissioners

Margaret Magruder

Henry Heimuller

Alex Tardif

Administration

Jan Greenhalgh

Jacyn Normine



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BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON

Wednesday, August 14, 2019

10:00 a.m. – Room 310

BOARD MEETING AGENDA

CALL TO ORDER/FLAG SALUTE

MINUTES:

- August 7, 2019 Board Meeting
- August 7, 2019 Work Session

VISITOR COMMENTS – 5 MINUTE LIMIT

MATTER(S):

The Board of Commissioners Meeting and The afternoon Work Session Meeting have cancelled for August 21, 2019.

CONSENT AGENDA:

- A. Ratify the Select to Pay for 08.12.19.
- B. Cancel the August 21, 2019 Board Meeting and Work Session.
- C. Corrected Order No. 62-2019 In the Matter of Calling an Election on the Question of Formation of a New Columbia County Rider Transit Service District (Corrected to fix typo in Ballot Title)

AGREEMENTS/CONTRACTS/AMENDMENTS:

- D. C118-2019 Subrecipient Agreement with the City of Portland for 2018 Urban Area Security Initiative and Authorize the Chair to Sign

- E. C122-2019 Intergovernmental Agreement with the City of St. Helens for Use of Motorboat
- F. Reappoint Nina Reed and Christy Settle as members to the Northwest Housing Authority of Columbia County with their term to expire December 31, 2021 and authorize the Chair to sign
- G. Reappoint Peggy Howell, Boyd Ruby, and Mary Jo Simpson as members to the Northwest Housing Authority of Columbia County with their term to expire December 31, 2022 and authorize the Chair to sign

DISCUSSION ITEMS:

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.

BEFORE THE BOARD OF COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

In the Matter of Calling an Election on the) **CORRECTED**
Question of Formation of a New Columbia) ORDER NO. 62-2019
County Rider Transit Service District)
(Corrected to fix typo in Ballot Title)

WHEREAS, ORS 451.435 authorizes the Board of County Commissioners for Columbia County, Oregon, to initiate the formation of a transit service district in accordance with the procedures set forth in ORS 198.705 to 198.955; and

WHEREAS, in accordance with those procedures, the Board of County Commissioners adopted Order No. 33-2019 on June 5, 2019, to initiate the formation of the Columbia County Rider Transit Service District (hereinafter “District”), and after holding a public hearing, adopted Order No. 60-2019 on July 10, 2019, to approve the formation of the District; and

WHEREAS, following notice, the Board then held a final public hearing on August 7, 2019, to consider whether to put the question of the formation of the District and the proposal for a permanent rate limit on the November 5, 2019, election ballot; and

WHEREAS, at the hearing, County staff presented a proposed ballot title and explanatory statement describing the purpose of the district, the boundaries of the district, and the proposed permanent rate limit of \$0.18 per \$1,000 of assessed value; and

WHEREAS, at the August 7, 2019, public hearing, the Board accepted testimony and evidence on the formation of the District and the proposed permanent rate limit; and

WHEREAS, the Board then closed the hearing, deliberated, and voted to direct staff to file the a ballot title for the November 5, 2019, election on the question of forming the District and the District’s proposed permanent rate limit;

NOW, THEREFORE, THE BOARD HEREBY ORDERS, as follows:

1. The Board of County Commissioners finds and approves the stated purposes of the Columbia County Rider Transit Service District, which is to create a district and stable funding for public transit service in Columbia County. The Board further finds that a permanent rate limit of \$0.18 per \$1,000 of assessed value would be needed to fund the District.
2. The Board of County Commissioners calls for an election on the question of the formation of the new Columbia County Rider Transit Service District with a permanent rate limit of \$0.18 per \$1,000 of assessed value. Said election shall be held on November 5, 2019, the date of the next general election.

3. The Board of County Commissioners adopts and approves the text of the ballot title, as shown on the Request for Ballot Title, which is attached hereto as Exhibit A and incorporated herein by this reference, and which the Board authorizes the Chair to sign.
4. The Board requests that the County elections official file the attached ballot title and publish notice of its receipt.
5. The County elections official shall include with the ballot for the election a map or other description of the boundaries of the proposed new district using streets and other generally recognized features and a statement of the permanent rate limit proposed for the district. A description of the District boundaries is attached hereto as Exhibit B and incorporated herein by this reference.

DATED this ____ day of _____, 2019.

BOARD OF COUNTY COMMISSIONERS
COLUMBIA COUNTY, OREGON

By: _____
Henry Heimuller, Chair

Approved as to form

By: _____
Margaret Magruder, Commissioner

By: _____
Office of County Counsel

By: _____
Alex Tardif, Commissioner

Request for Ballot Title

Preparation or Publication of Notice

SEL 805

rev 01/18
OAR 165-014-0005

No later than the **80th day before an election**, a governing body that has referred a measure must prepare and file with the local elections official the text of the referral for ballot title preparation or the ballot title for publication of notice of receipt of ballot title. This form may be used to file the text of the referral and request the elections official begin the ballot title drafting process or file a ballot title and request the elections official publish notice of receipt of ballot title.

Filing Information

Election Date November 5, 2019	Authorized Official Henry Heimuller, Chair, Board of Columbia County Commissioners
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Contact Phone 503-366-8505	Email Address todd.wood@columbiacountyor.gov
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Referral Information

Title, Number or other Identifier
Columbia County Rider Transit Service District

This Filing is For

Drafting of Ballot Title Attach referral text. Publication of Notice Ballot title below.

Ballot Title Additional requirements may apply

Caption 10 words which reasonably identifies the subject of the measure.

Formation of Columbia County Rider Transit Service District

Question 20 words which plainly phrases the chief purpose of the measure.

Shall a transit service district be formed with a permanent rate of \$0.18/\$1,000 of assessed value beginning FY 2021?

Summary 175 words which concisely and impartially summarizes the measure and its major effect.

This measure would create a new service district called the Columbia County Rider Transit Service District (the "District"), which will serve to provide permanent local funding for the Columbia County Rider ("CC Rider") public transit system. CC Rider will continue to operate as a department of Columbia County, and the District will be governed by the Board of County Commissioners for Columbia County. The District will contain the area within the boundaries of Columbia County, including its Cities except for the City of Prescott, which did not consent to inclusion.

If approved, the measure will authorize a permanent tax rate of \$0.18 per \$1,000 of assessed value for all property within the District. This rate is estimated to raise \$1,038,422 for CC Rider in its first year (fiscal year 2020-21) and grow to \$1,446,328 by its tenth year (fiscal year 2029-30). The proposed rate would amount to \$36 per year for a property valued at \$200,000.

By signing this document:

→ I hereby state that I am authorized by the county or city governing body, or district elections authority to submit this Request for Ballot Title – Preparation or Publication of Notice.

Signature

Date Signed

Subrecipient Agreement

City of Portland

2018 Urban Area Security Initiative

THIS AGREEMENT is between **City of Portland** ("City"), a municipal corporation organized under the laws of the State of Oregon, and **Columbia County** ("Grantee").

A. Background

1. City of Portland, through its Portland Bureau of Emergency Management (PBEM), is the subrecipient of United States Department of Homeland Security (DHS) Urban Area Security Initiative (UASI) grant funds passed through the Oregon Military Department Office of Emergency Management (OEM) and wishes to enter into this Agreement with Grantee as a subrecipient of the federal funds.

2. The following exhibits are attached and incorporated into this Agreement by reference.

Exhibit A: **Scope of Work**

Exhibit B: **Federal Requirements and Certifications (including Attachments A, B, and C)**

Exhibit C: **Information required by 2 CFR 200.331**

Exhibit D: **Subrecipient Insurance**

Exhibit E: **Request for Reimbursement (RFR)**

Exhibit F: **OEM and City UASI 2018 grant award (including Exhibits A, B, C, and D)**

Exhibit G: **Equipment Transfer and Disposition form**

Exhibit H: **Equipment Inventory Report**

3. City selected Grantee, through a process created by the Regional Disaster Preparedness Organization (RDPO) that serves in the capacity of Urban Area Work Group (UAWG) to coordinate program development and decision-making processes for allocating UASI sub-grants, to receive funding.

B. Effective Date and Duration

This Agreement is effective from the date both parties have signed until, and including, February 28, 2021, unless terminated or extended as provided in this Agreement. Grantee may not spend grant funds after the Agreement terminates or expires.

C. Scope of Work

Grantee shall provide all services and materials specified in **Exhibit A** ("Scope of Work") which is incorporated into this Agreement by this reference as if set forth in full as described in project proposals and project budget documents approved by OEM. Grantee shall provide all services and materials in a competent and professional manner in accordance with the Scope of Work.

D. Compensation

The total Agreement amount is **\$153,302**. Funds may only be used for the specific budget line items they were awarded. See **Exhibit A** for detail.

E. Reimbursement

1. City will reimburse Grantee its eligible costs incurred in carrying out the Scope of Work, as identified in this Agreement, not to exceed **\$153,302**. All invoice payments are conditional upon presentation of properly documented reimbursement requests. Reimbursements will be made upon approval by City of a Request for Reimbursement (RFR) as specified in **Exhibit E**. RFRs shall be submitted bimonthly on or before 30 days following the end of the bimonthly billing period. Final RFR shall be submitted no later than 30 days following the end of the grant. Reimbursements for expenses will be withheld if the Performance Reports are not submitted by the dates as listed in **Exhibit A**.

2. Qualified costs are direct project costs, incurred by Grantee and personal services contractor(s) during the term of this Agreement that are eligible for federal funds. City will reimburse Grantee for qualified costs for work described in **Exhibit A** and the following:

- a. [2 CFR 200 - Uniform Guidance](#)
- b. Department of Homeland Security, Notice of Funding Opportunity DHS-18-GPD-067-00-01
- c. Exhibit F, the OEM and City UASI 2018 grant award

3. Reimbursement requests shall display one hundred percent (100%) of the total project costs incurred during the period of the reimbursement, and identify any required matching amounts, if applicable. See **Exhibit E** for a detailed checklist for types and sources of acceptable documentation required before payment can be made. In addition, City may require a more detailed budget breakdown, and Grantee shall provide the supplementary budget information in a timely manner in the form and content prescribed by City. Any amendments to the budget must be approved in writing by both City and OEM.

F. Recovery of Grant Funds

Grantee shall return to City, within fifteen (15) days after the City's written request, any funds disbursed to Grantee under this Agreement that are spent in violation of the provisions of this Agreement upon termination or expiration of this Agreement.

G. Representations and Warranties

Grantee represents and warrants to City as follows:

1. **Organization and Authority.** Grantee has full power, authority, and legal right to enter into this Agreement and to incur and perform its obligations hereunder, and the making and performance by Grantee of this Agreement (1) have been duly authorized by all necessary action of Grantee 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, and (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 Grantee is a party or by which Grantee or any of its properties 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 Grantee of this Agreement.

2. **NIMS Compliance.** By accepting FY 2018 funds, Grantee certifies that it has met National Incident Management System (NIMS) compliance activities outlined in the Oregon NIMS Requirements located through OEM at [http://www.oregon.gov/oem/emresources/Plans Assessments/Pages/NIMS.aspx](http://www.oregon.gov/oem/emresources/Plans%20Assessments/Pages/NIMS.aspx)

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

H. Universal Identifier and Contract Status

Grantee shall apply for a unique universal identification number using the Data Universal Numbering System (DUNS) as required for receipt of funding. In addition, Grantee shall maintain an active registration in the Central Contractor Registration database, located at www.sam.gov.

I. Program Income

Grantee shall report monthly on all program income (as defined by 2 CFR 200.80) generated by activities carried out with the grant funds made available under this Agreement. The use of program income by Grantee shall comply with the requirements set forth by 2 CFR 200.307

J. Procurement

Grantee shall comply with all applicable procurement procedures and regulations, including applicable federal and state laws. In addition, Grantee shall comply with the applicable provisions of 2 CFR Part 200. This agreement also authorizes City to procure on Grantee's behalf for costs related to Scope of Work.

1. Subcontracts.

- a. Grantee may enter into subcontracts for the performance of this grant. Grantee must comply with all terms outlined in **Exhibit F** and contained in this Agreement.
- b. City's consent to any subcontract shall not relieve Grantee of any of its duties or obligations under this Agreement. Payment under the terms of this Agreement will be made to Grantee, and subcontractors have no right to payment directly from City.
- c. Grantee is solely responsible for paying Grantee's subcontractors and nothing contained herein shall create or be construed to create any contractual relationship between any subcontractor and City.
- d. All subcontracts, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner that encourages fair and open competition and use small, minority, or women-owned or disadvantaged business to the extent practicable.
- e. Grantee agrees to include all relevant provisions of this Agreement in all subcontracts entered into as part of the activities undertaken in furtherance of this Agreement and will take appropriate action pursuant to any subcontract upon a finding that the subcontractor is in violation of regulations issued by any federal agency or the State of Oregon.

2. **Suspension and Debarment.** Grantee agrees not to subcontract with an entity where it has notice or knowledge that the latter has been found in violation of regulations under 2 CFR 200.213 "Suspension and Debarment". Grantee is responsible for further requiring this inclusion of a similar term or condition in any subsequent lower tier covered transactions. Grantee may access the Excluded Parties List System at www.sam.gov.

3. **Conflict of Interest.** Grantee must establish a Conflict of Interest policy applicable to any procurement contract or subawards made under this Agreement in accordance with 2 CFR 200.112. Conflicts of Interest must be disclosed in writing to City within five (5) calendar days of discovery including any information regarding measures to eliminate, neutralize, mitigate or otherwise resolve the conflict of interest.

4. **City Procurement Delegation.** Grantee authorizes City to procure on behalf of Grantee upon written request. If City is procuring on Grantee's behalf, City's procurement policies will be followed. When City has purchased goods or services for Grantee or Grantee's sub-recipient, arrangements for delivery will be made between the parties. Grantee or Grantee's sub-recipient shall be the Owner of said goods or services and shall be responsible for complying with all applicable requirements as outlined in the Code of Federal Regulations (CFR) and Office of Management and Budget (OMB) Circulars, the State grant agreement, and this Agreement. For equipment purchases where City takes initial receipt, an Asset Transfer Form will be completed to document transfer of ownership. See **Exhibit G**.

K. Records Maintenance – Access

1. Grantee shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles (“GAAP”). In addition, Grantee shall maintain any other records pertinent to this Agreement in such a manner as to clearly document Grantee's performance.
2. Grantee acknowledges and agrees that City, the Federal Awarding Agency, the Comptroller General of the United States or their duly authorized representatives shall have access to such fiscal records and other books, documents, timesheets, papers, plans and writings of Grantee that are pertinent to this Agreement to perform examinations and audits and make excerpts and transcripts.
3. Grantee shall retain and keep accessible all such fiscal records, books, documents, timesheets, papers, plans, and writings for a minimum of six (6) years, or such longer period as may be required by applicable law, following final expenditure report and termination of this Agreement or final disposition of asset, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Consistent with 2 CFR 200.333 through 200.337, Grantee is required to retain the records relating to this Agreement.

L. Audits

If Grantee spends \$750,000 or more in Federal funds (from all sources) in its fiscal year, Grantee shall have a single organization-wide audit conducted in accordance with provisions of 2 CFR 200 Subpart F.

A copy of the audit shall be submitted to City within thirty (30) days of completion.

M. Lobbying

Grantee certifies that none of the funds provided under this Agreement will be used to pay any person to influence or attempt to influence an officer or employee of any agency, Member of Congress, or an officer or employee of Congress in connection with any Federal action concerning the award or renewal.

N. Mandatory Disclosures

Grantee must immediately notify City in writing of all violations of local, state and federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the funds under this Agreement as provided in 2 CFR 200.113.

O. Ownership

Grantee shall be the owner of all equipment and supplies purchased under this Agreement, unless otherwise outlined in a Grantee subcontract.

P. Equipment – Cooperative Use

All equipment purchased with funds under this Agreement will be made available to all eligible regional partners per 44 CFR 13.32(c)(2). All reasonable requests must be met when sufficient notice is given, and no reasonable conflict exists. Owners may not charge “rental” fees for equipment but may seek reimbursement for normal expenses (not already covered by grant funds) such as fuel, vehicle damage, and maintenance for wear and tear, when appropriate.

Q. Equipment Tracking and Reporting Requirements

Grantee agrees to comply with all property and equipment tracking and monitoring processes required by the grant, this Agreement, City and the State, to treat all single items of equipment valued over \$5,000 as capital assets, to provide City with a list of such equipment on a biennial basis falling on even years, using PBEM's Equipment Inventory Report (see **Exhibit H**), and to complete and return the report to PBEM on or before June 30th of the reporting year. The list shall include, but is not limited to, status and condition, asset number, funding source (including the federal award identification number), who holds the title, date of purchase and cost, equipment description, serial number, location where the equipment is housed or stored, and disposition information (date of disposal and sale price of the property). All requirements for the tracking, monitoring, disposition, and transfer of fixed assets are set forth in 2 CFR 200.313, which can be found here:

http://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=8d75f90044e30262070fe0bc233c337f&mc=true&n=pt2.1.200&r=PART&ty=HTML#_top

Grantee or Grantee's sub-recipient shall maintain and store all equipment and supplies, provided or purchased, in a manner that will keep it safe and secure, prolong its useful life and be maintained in good working condition throughout its useful life.

R. Amendment.

This Agreement may be modified or amended only by the written agreement of both parties but must remain consistent with the requirements of the UASI program and the Agreement between the State and City.

S. Termination

1. Termination by Failure to Receive Funding. City may terminate this Agreement if it fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow City, in the exercise of its reasonable administrative discretion, to continue to make payments for the performance of this Agreement; or federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Scope of Work is no longer allowable or no longer eligible for funding under this Agreement.

2. Cause for Termination; Cure Period. It shall be a material breach and cause for termination of this Agreement if Grantee uses grant funds outside of the scope of this Agreement, or if Grantee fails to comply with any other term or condition or to perform any obligations under this Agreement within thirty (30) day after written notice from City. If the breach is of such nature that it cannot be completely remedied within the thirty (30) day cure period, Grantee shall commence cure within the thirty (30) days, notify City of Grantee's steps for cure and estimated time table for full correction and compliance, proceed with due diligence and good faith to correct any failure or noncompliance, and obtain written consent from City for a reasonable extension of the cure period.

3. No Payment or Further Services Authorized During Cure Period. During the cure period, City is under no obligation to continue providing additional grant funds notwithstanding any payment schedule indicated in this Agreement, and Grantee shall not perform services or take actions that would require City to pay additional grant funds to Grantee. Grantee shall not spend unused grant funds, and such unused funds shall be deemed held in trust for City. Grantee shall be solely responsible for any expenses associated with cure of its noncompliance or failure to perform.

4. **Termination for Cause.** Termination for cause based on Grantee's misuse of grant funds shall be effective upon notice of termination. Termination for cause based on failure to comply or perform other obligations shall be effective at the end of the thirty (30) days period unless a written extension of cure period is granted by City. Grantee shall return all grant funds to City that had not been spent as of the date of the termination notice. All finished or unfinished documents, data, studies, and reports prepared by Grantee under this Agreement shall, at the option of City, become the property of City; and Grantee may be entitled to receive just and equitable compensation for any satisfactory work completed on such documents up until the time of notice of termination, in City's sole discretion, in a sum not to exceed the grant funds already expended.

5. **Penalty for Termination for Cause.** If this Agreement is terminated for cause, Grantee shall repay all grant funds tendered under this Agreement to City, and City, in its sole discretion, may decline to approve or award future grant funding requests to Grantee.

6. **Termination by Agreement or for Convenience.** City and Grantee may terminate this Agreement at any time by mutual written agreement. Alternatively, either party may, upon thirty (30) days written notice, terminate this agreement for any reason deemed appropriate in its sole discretion. If the Agreement is terminated as provided in this paragraph, Grantee shall return any unspent grant funds within thirty days after the effective date of termination. Unless the parties agree otherwise, Grantee shall finish any work and services covered by any grant funds already paid and shall not commence any new work or services which would require payment from any unused grant funds. City shall not be liable for indirect or consequential damages. Termination by City shall not waive any claim or remedies it may have against Grantee.

T. Hold Harmless

1. Grantee shall hold harmless, defend, and indemnify City, and its officers, agents and employees against all claims, demands, actions and suits (including all attorney fees and costs) brought against any of them arising solely from actions or omissions of Grantee and its contractors in the performance of this Agreement.

2. The obligations of Oregon public bodies, as defined by ORS 30.260(4), under this section are limited subject to the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 to 30.300).

U. Independent Contractor Status

1. Grantee shall be an independent contractor for all purposes and shall be entitled only to the compensation provided in this Agreement. Under no circumstances shall Grantee be considered an employee of City.

2. Grantee shall provide all tools or equipment necessary to carry out this Agreement and shall exercise complete control in achieving the results specified in the Scope of Work.

3. Grantee is solely responsible for its performance under this Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise specified in the Scope of Work; and for meeting all other requirements of law in carrying out this Agreement.

V. Choice of Law

The situs of this Agreement is Portland, Oregon. Any litigation over this Agreement shall be governed by the laws of the State of Oregon and shall be conducted in the Circuit Court of the State of Oregon for Columbia County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.

W. No Waiver of Claims

The failure to enforce any provision of this Agreement shall not constitute a waiver by City of that or any other provision.

X. Modification

Notwithstanding and succeeding any and all prior agreements or practices, this Agreement constitutes the entire Agreement between the parties, and may only be expressly modified in writing, signed by both parties.

Y. Severability

If any clause, sentence or any other portion of the terms and conditions of this Agreement becomes illegal, null or void for any reason, the remaining portions will remain in full force and effect to the fullest extent permitted by law.

Z. Third Party Beneficiaries

There are no third-party beneficiaries to this Agreement and it may only be enforced by the Parties.

Subrecipient Agreement

City of Portland

GRANTEE, BY EXECUTION OF THIS AGREEMENT, ACKNOWLEDGES THAT GRANTEE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Columbia County

By: _____

Printed: _____

Title: _____

Date: _____

City of Portland

By: _____

Printed: _____

Title: _____

Date: _____

Approved as to Legal Sufficiency (*if required for Grantee*)

By: _____

Legal Counsel _____

Date: _____

City of Portland

By: _____

City Attorney: _____

Date: _____

Grantee Program Contact

Name _____

Title: _____

Address: _____

Phone: _____

Email: _____

City of Portland Program & Fiscal Contact

Name: Beth Crane

Title: Grant Coordinator

Address: 9911 SE Bush, Portland,
Oregon 97266

Phone: (503) 823-2027

Email:

PBEM-UASIGrants@portlandoregon.gov

Grantee Fiscal Contact

Name _____

Title: _____

Phone: _____

Exhibit A – Scope of Work

This scope of work is comprised of the projects described below

1. **Emergency Mobile Water Treatment Plan**
Improves capability for mobile water treatment within the region that meets the national primary and secondary drinking water regulations for contaminants.
2. Improves preparedness and response capabilities at the local level and cultivates community resilience and safety.

Goals and Performance Measures

Project	Milestones	Estimated Completion Date (following execution of this agreement)
Emergency Mobile Water Treatment Plant	<ol style="list-style-type: none"> 1. Collaborate with City procurement to complete purchase 2. Receive asset 3. Conduct training 4. Wrap trailer 	3 months 7 th month 8 th month 9 th month
Citizen Corps	<ol style="list-style-type: none"> 1. Complete purchase of equipment, supplies and printed materials 	1-12 months

Exhibit A – Scope of Work

Performance Reports

Grantee agrees to submit on a quarterly basis. Performance Reports to Project Manager by April 15th, July 15th, October 15th, and January 15th, during the term of the grant agreement. Performance Reports shall be provided in the format requested by City. Late Performance Reports could result in the suspension and/or termination of the grant.

Grant Total Budget – All Projects

Budget Line-Item	Budget by Project	Federal Funds by Project Area
UA18-013	Emergency Mobile Water Treatment Plan	\$112,400
UA18-023	Citizen Corp Equipment and Supplies	\$40,902
	Totals	\$153,302

Federal Awarding Agency grant funds to be reimbursed to Grantee not to exceed **\$153,302**

Exhibit B – Federal Requirements and Certifications

Grantee, and their sub-recipients and sub-contractors shall comply with the OEM and City Agreement attached as **Exhibit F** and all applicable federal requirements, including, but not limited to, the following:

Non-Discrimination and Civil Rights Compliance, Equal Employment Opportunity Program, and Services to Limited English Proficient (LEP) Persons. Grantee and any of its contractors or subcontractors assures compliance with all applicable nondiscrimination laws, including but not limited to:

- a. **Title VI of the Civil Rights Act of 1964** (USC § 2000d et seq)
- b. **Age Discrimination Act of 1975** (42 USC § 6101 et seq)
- c. **Americans with Disabilities Act of 1990** (42 USC §§ 12101-12213; Title I, II, and III)
- d. **Civil Rights Act of 1968** (42 USC § 3601 et seq), which prohibits
- e. **Title IX, Education Amendments of 1972** (20 USC § 1681 et seq),
- f. **Section 504 of the Rehabilitation Act of 1973** (29 USC § 794),

Services to Limited English Proficient (LEP) Persons. Grantee and any of its sub-recipients, or subcontractors agrees to comply with the requirements Title VI of the Civil Rights Act of 1964 and Executive Order 13166, improving Access to Services for Persons with Limited English Proficiency (LEP). To ensure compliance with Title VI, Grantee shall take reasonable steps to develop and implement a system to provide those services so LEP persons can have meaningful access to them. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. For additional information regarding LEP obligations, please see www.lep.gov

Drug-Free Workplace Requirement. Grantee agrees to comply with the requirements of the Drug Free Workplace Act of 1988, 41 USC § 701 et seq., which requires that all organizations receiving grants (or subgrants) from any Federal agency agree to maintain a drug-free workplace. Grantee shall notify City within ten (10) days if an employee of Grantee is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment.

Whistleblower Protection. Grantee agree to comply with the requirements under the Whistleblower Protection Act, 41 USC § 4712, as applicable.

Personally Identifiable Information (PII). Grantee, if it collects PII, is required to have a publicly available privacy policy that described what PII they collect, how they use it, whether they share it with third parties and how individuals may have their PII corrected where appropriate.

False Claims Act & Program Fraud Civil Remedies, 31 USC 3729, prohibiting recipients of federal payments from submitting a false claim for payment. See 38 USC 3801-3812 detailing administrative remedies for false claims and statements made.

Debarment, Suspension, Ineligibility and Voluntary Exclusion. Grantee certifies by accepting funds under this Agreement that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from participation in this transaction by any Federal department or agency.

Standard Assurances and Certifications Regarding Lobbying. Grantee is required to comply with 2 CFR 200.450 and the authorities cited therein, including 31 USC § 1352.

Procurement of Recovered Materials. Grantee and any of its sub-recipients or subcontractors agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery act and in accordance with Environmental Protection Agency guidelines at [40 CFR Part 247](#).

Exhibit B – Federal Requirements and Certifications

Attachment A – Debarment Certification

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTION

By signing and submitting this Agreement, Grantee certifies as follows:

The certification in this clause is a material representation of fact relied upon by **City of Portland**. If it is later determined that Grantee knowingly rendered an erroneous certification, in addition to remedies available to **City of Portland**, the Federal Government may pursue available remedies, including but not

limited to suspension and/or debarment. Grantee agrees to comply with the requirements of Executive Order [12549](#) and [2 CFR part 180](#), throughout the period of this Agreement. Grantee further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Signature _____

Name _____

Title _____

Organization _____

Date _____

Exhibit B – Federal Requirements and Certifications

Attachment B – Lobbying Certification

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned **Grantee** certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such expenditure or failure.

Grantee, **Columbia County**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Grantee understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Grantee's Authorized Official

Name (Printed)

Title

Date

Exhibit C – Information Required by 2 CFR 200.331

1. Federal Award Identification:
 - (i) Sub-recipient name (which must match registered name in DUNS):
Columbia County
 - (ii) Sub-recipient's DUNS number:
Columbia County: 362473360
 - (iii) Federal Award Identification Number (FAIN):
DHS-18-GPD-067-00-01
 - (iv) Federal Award Date:
June 29, 2018
 - (v) Sub-award Period of Performance:
Date of Agreement Execution through February 15, 2021
 - (vi) Amount of Federal Funds Obligated by this Agreement:
\$2,353,665
 - (vii) Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement:
\$153,302
 - (viii) Total Amount of Federal Award: \$2,500,000
 - (ix) Federal award project description:
The Portland Urban Area Security Initiative funding is provided to the Portland regional area to prepare for, prevent, mitigate, respond to and recover from natural and human caused threats, including terrorism.
 - (x) Name of Federal Awarding Agency:
Department of Homeland Security, Federal Emergency Management Agency
 - (xi) Name of Pass-through Entity:
Oregon Military Department through Oregon Emergency Management to the City of Portland, Portland Bureau of Emergency Management, on behalf of the Regional Disaster Preparedness Organization
 - (xii) Contact information for Awarding Official:
Courtney Patterson, Interim Director Portland Bureau of Emergency Management
9911 SE Bush, Portland Oregon 97266
 - (xiii) CFDA Number and Program Name:
CFDA 97.067, Urban Area Security Initiative
 - (xiv) Is Award Research & Development (R&D)?
No
 - (xv) Indirect cost rate for the Federal award:
Not specified
 - (xvi) Match required:
No
2. **Subrecipient's indirect cost rate:** _____

Exhibit D – Subrecipient Insurance

Grantee shall obtain and maintain in full force at its expense, throughout the duration of the Agreement and any extension periods, the required insurance identified below. City reserves the right to require additional insurance coverage as required by statutory or legal changes to the maximum liability that may be imposed on Oregon cities during the term of this Agreement.

1. Workers' Compensation Insurance: Grantee, its contractors and all employers working under this Agreement shall comply with ORS Chapter 656 and as it may be amended from time to time. Unless exempt under ORS Chapter 656, Grantee, its contractors and any employers working under this Agreement shall maintain coverage for all subject workers.
2. Commercial General Liability Insurance: Grantee shall have commercial general liability insurance covering bodily injury, personal injury, property damage, including coverage for independent contractor's protection (required if any work will be subcontracted), premises/operations, contractual liability, products and completed operations, in a per occurrence limit of not less than \$ 1,000,000, and aggregate limit of not less than \$2,000,000.
3. Automobile Liability Insurance: Grantee shall have automobile liability insurance with coverage of not less than \$1,000,000 each accident. The insurance shall include coverage for any auto or all owned, scheduled, hired and non-owned autos. This coverage may be combined with the commercial general liability insurance policy.
4. Additional Insured: The liability insurance coverages, except Professional Liability, Errors and Omissions, or Workers' Compensation where applicable, shall be without prejudice to coverage otherwise existing, and shall name City and its bureaus, officers, agents and employees as Additional Insureds, with respect to Grantee's or its contractor's activities to be performed or services to be provided. Grantee shall provide proof of additional insured coverage in the form of an additional insured endorsement form or a policy coverage document acceptable to City. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Notwithstanding the naming of additional insureds, the insurance shall protect each additional insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured.
5. Continuous Coverage; Notice of Cancellation: Grantee shall maintain continuous, uninterrupted coverage for the duration of the Agreement. There shall be no termination, cancellation, material change, potential exhaustion of aggregate limits or non-renewal of coverage without thirty (30) days written notice from Grantee to City. If the insurance is canceled or terminated prior to termination of the Agreement, Grantee shall immediately notify City and provide a new policy with the same terms. Any failure to comply with this clause shall constitute a material breach of the Agreement and shall be grounds for immediate termination of this Agreement.
6. Proof of Insurance: Grantee shall provide proof of insurance through acceptable certificate(s) of insurance, along with applicable additional insured endorsements, to City at execution of the Agreement and prior to any commencement of work or delivery of goods or services under the Agreement or initial payment of grant funds. The certificate(s) will specify all of the parties who are endorsed on the policy as Additional Insureds (or Loss Payees). Insurance coverages required under this Agreement shall be obtained from insurance companies acceptable to City. Grantee shall pay for all deductibles and premium from its non-grant funds. City reserves the right to require, at any time, complete and certified copies of the required insurance policies evidencing the coverage required. In lieu of filing the certificate of insurance required herein, if Grantee is a public body, Grantee may furnish a declaration that Grantee is self-insured for public liability and property damage for a minimum of the amounts set forth in ORS 30.272 and 30.273.

Exhibit E – Request for Reimbursement (RFR)

INVOICE VOUCHER NO.			DATE:	
SUBMIT INVOICE TO			INSTRUCTIONS TO VENDOR: Submit this form to claim payments/reimbursement for equipment, materials or services. Show complete detail for each item and include all backup documentation (checklist definitions on page 2).	
PORTLAND BUREAU OF EMERGENCY MANAGEMENT ATTN: FINANCE & GRANTS 9911 SE BUSH ST PORTLAND, OR 97266				
SUB-RECIPIENT OR CLAIMANT NAME & ADDRESS (Check is to be payable to)				
SUB-RECIPIENT IGA NO.			GRANT NUMBER:	
DATE	DESCRIPTION	BUDGET LINE-ITEM	BUDGET AMOUNT	AMOUNT OF REIMBURSEMENT
PREPARED BY (PRINT NAME) & SIGNATURE		PREPARER'S EMAIL		PREPARER'S TELEPHONE NUMBER

I certify that all payments requested are for appropriate purposes in accordance with the grant agreement and set forth in the application award documents and that all backup documentation submitted, as checked on page two (2) accurately represents items or services purchased.

Approver Name & Signature

Date Approved

Exhibit E – Request for Reimbursement (RFR)

PLEASE CHECK BOXES FOR THE FOLLOWING BACKUP DOCUMENTS ATTACHED:

1. **Regional Staffing Reimbursement** - Includes personnel cost, mileage and parking, telecom, space rental, office supplies.
 - Mileage reimbursement backup document includes google maps showing the total miles travel and the meeting agenda.
 - Receipts or invoices.
 - Payroll Reports/Approved timesheets.
2. **Travel Reimbursements** - Lodging and meals must meet the Federal per diem rate. Please visit www.gsa.gov/portal/content/104877 for allowable GSA rates
 - Registration form.
 - Travel authorization form.
 - Conference or training agenda.
 - Receipts and proof of payment for all expenses except meals.
 - SAM exclusion (www.sam.gov) (A printout must be submitted).
 - Training report, if applicable.

Please Note: Food and beverages provided during the event must be deducted from per diem allowance. Receipts should be itemized and cannot include tips for food or services and alcohol. The UASI Training Report form found at <https://www.portlandoregon.gov/pbem/53958> must be submitted within 30 days after the training occurred.

3. **Supplies and Equipment Purchase Reimbursements**
 - Quotes.
 - Solicitations (Request for proposals, invitation to bid and responses, proposals, bids).
 - Copy of procurement contract.
 - Purchase order.
 - Price quote summary, if applicable.
 - SAM exclusion (www.sam.gov) (A printout must be submitted).
 - Insurance & Worker compensation, if applicable.
 - Vendor invoices signed “ok to pay” by the individual authorized to do so.
 - Proof of payment to vendor.
- ONLY City of Portland**
 - EEO Certification <https://procure.portlandoregon.gov/> if applicable.
 - Business registration <http://www.portlandoregon.gov/revenue/lookup/index.cfm?accountID=758095>.
4. **Overtime or Backfill Reimbursement for Exercise or Training** - Only OT or backfill wages plus FICA, worker’s compensation, unemployment and retirement benefits are eligible for reimbursement.
 - Overtime & Backfill Rate Sheet found at <https://www.portlandoregon.gov/pbem/62178>
 - Payroll reports and approved time sheets.

5. **Use of Internal Labor for Installation** -To reimburse for expenses for use of agencies’ internal labor for REGULAR installations. Wages and Benefits ONLY.
 - Payroll report.
 - Internal labor charge form found at <http://www.portlandoregon.gov/pbem/62178> summary showing employee’s name, hours worked, hourly rate, benefits, total compensation received and description of work performed. Please Note: A Project Manager who oversees the installation needs to certify the worksheet.

6. **Training and Conference**
 - Sign-in roster.
 - Registration information.
 - Copies of invoice for expenses incurred for meeting space.
 - Facilitation costs.
 - Receipts or invoices for materials and supplies.
 - Copies of the contract, if applicable.
 - SAM exclusion www.sam.gov (A printout must be submitted), if applicable.

Exhibit G – Equipment Transfer and Disposition Form

UASI Equipment Transfer and Disposition Form

For all grant purchased assets that are sold, transferred or disposed of, equipment records must be maintained in accordance with 2 CFR 200: (http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl). In addition to maintaining these records, this form must be completed and submitted to the Portland Bureau of Emergency Management: elizabeth.crane@portlandoregon.gov

Asset Property Tag ID/#:

Serial Number:

Federal Grant Identifier:

Percentage of Federal Funds Used in Purchase:

Equipment Category: Choose AEL Category

Item Description:

Make/Model #:

Location where property is currently housed:

If transferred, Location where property will be housed:

If Transferring - (receiving agency):

Acquisition Date:

Purchase Cost: \$

Last Inventory Date:

Condition:

Disposition Type: Choose an item.

Current Market Value: \$

Received by (Agency Name):

Name and Title of Receiver:

Signature of Receiver: _____

Date Received:

Reason why the item is being transferred:

INTERGOVERNMENTAL AGREEMENT

This Agreement is entered into this _____ day of _____, 2019, by and between THE CITY OF ST. HELENS, a municipal corporation (hereinafter “City”), and COLUMBIA COUNTY, a political subdivision of the State of Oregon (hereinafter “County”).

RECITALS

WHEREAS, ORS 190.010 permits units of local government to enter into agreements for the performance of any or all functions and activities that a party to the agreement has authority to perform; and

WHEREAS, the County owns and operates a motor boat which is used by the Columbia County Sheriff in providing marine patrol services on the Columbia River and its related water bodies and tributaries; and

WHEREAS, due to limited resources, the Sheriff’s Office cannot provide immediate response to every water-related emergency or agency assist on the Columbia River, related waterbodies and tributaries; and

WHEREAS, the City has a need to use a properly equipped motor boat to provide transportation to and from Sand Island, a City Park located within the city limits of St. Helens, for the purpose of providing law enforcement services on the island and not for the purpose of patrolling the waterways of the State of Oregon; and

WHEREAS, the City and County desire to set forth the roles and responsibilities of the respective parties with regard to the use of the County motorboat.

NOW, THEREFORE, in consideration for the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **RECITALS.** The recitals set forth above are true and correct and are incorporated herein by this reference.
2. **DURATION.** [ORS 190.020(1)(e)] The term of this Agreement shall commence upon approval and execution by both City and County, and except as otherwise provided by this Agreement, shall terminate on June 30, 2024.
3. **COUNTY RESPONSIBILITIES, FUNCTIONS OR ACTIVITIES** [ORS190.020(1)]
The County agrees to:
 - A. Make the following vessel available to the City: County Owned 21 Foot SAFE Boat with Yamaha 200 Horsepower Engine (“SAFE Boat”). Use by the City is subject to

availability as determined by the Columbia County Sheriff or his/her designee in his/her sole discretion.

- B. Permit the SAFE Boat to be used by the City for response on Sand Island, with or without the presence of a deputy from the Sheriff's Office.
- C. Equip the SAFE Boat with a boat log to document use by the City, including the date of response, the type of response, equipment used and the names of the personnel who used the Boat and related equipment.
- D. Major maintenance of the SAFE Boat shall be at the discretion and expense of the County Sheriff. Routine maintenance, other than maintenance of fluid levels, shall also be done at the expense of the County.

4. **CITY RESPONSIBILITIES, FUNCTIONS OR ACTIVITIES.** [ORS190.020(1)] The City agrees to:

- A. Permit only authorized personnel to use the equipment for the purposes identified in this Agreement. Only those persons authorized by the County Sheriff and the City may operate the boat for response efforts. A list of those persons authorized to operate the boat will be kept on file with the Sheriff's office and City.
- B. Ensure that users are trained as to the proper use of the equipment, and that there is sufficient personnel available to safely operate the SAFE Boat and its equipment during the incident response. The City will maintain a training program performed jointly with the County to train operators in the proper use of the equipment.
- C. Complete the boat log after each use, documenting the names of the personnel who used the equipment. When necessary, the users will identify malfunctioning equipment and report the malfunction to the Marine Division of the Sheriff's Office.
- D. Ensure that the Safe Boat is cleaned and refueled and ready for use when needed. Regular maintenance shall include checking and maintaining fluid levels.
- E. Except as expressly stated herein, it is intended that the City will incur no expense as a result of this Agreement. However, if specialized equipment is used by the City, which is not used by the Sheriff's office, then the use, maintenance and replacement of the specialized equipment will be at the discretion and expense of the City. The City shall also reimburse the County for any expendable equipment expended by the City (such as inflatable PFD charge kits). Reimbursement shall be made within 30 days of receipt of an invoice.

- F. The City shall maintain commercial general liability and property damage insurance in conjunction with all services performed under this Agreement in an amount not less than 2 million dollars per occurrence to protect the County, the Columbia County Sheriff's Office, and their officers, agents, and employees. The City shall provide County a certificate of insurance in the amounts described above which names the County, its officers, agents and employees as additional insureds. The certificate of insurance shall be accompanied by an additional insured endorsement. The City shall provide the County with a minimum of 10 days' notice of cancellation or non-renewal of insurance.
5. **REVENUE.** [ORS 190.020(1)(b)] This Agreement does not involve the receipt of revenue which must be apportioned between the parties. Each party shall be solely responsible for revenue, if any, received.
6. **PERSONNEL.** [ORS 190.020(1)(c)] No employees will be transferred pursuant to this Agreement. City and County are subject employers under ORS Chapter 656, and shall procure and maintain currently valid workers' compensation insurance coverage for the period of this Agreement.
7. **REAL OR PERSONAL PROPERTY.** [ORS 190.020(1)(d).] There shall be no transfer of title or possession to any real or personal property pursuant to this Agreement. City officers and employees, are authorized to utilize County owned equipment pursuant to the terms and conditions of this Agreement.
8. **TERMINATION.** [ORS 190.020(1)(f)] All or part of this Agreement may be terminated by mutual consent by both parties or by either party at any time upon thirty (30) days' notice in writing. In the event of termination of the Agreement, each party shall be responsible for its own costs and expenses in complying with the Agreement. Failure to maintain appropriate insurance is deemed a material breach of this Agreement. Notwithstanding any other provision of this Agreement, in the event of such a material breach, either party may terminate immediately upon written notice to the other party. Such termination shall be without prejudice to any obligations or liabilities of either party accrued prior to such termination.
9. **HOLD HARMLESS.** Subject to the terms and limits of the Oregon Tort Claims Act, and the Oregon Constitution, City and County shall hold each other harmless, indemnify, and defend each other and their officers, agents and employees from any and all liability, actions, claims, losses, damages, or other costs including attorney's fees and witness costs (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity arising from, during, or in connection with the performance of this Agreement, except liability arising out of the sole negligence of either party or its officers, agents, or employees. Such indemnification shall also cover claims brought

against any party under state or federal workers' compensation laws. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.

10. **NONDISCRIMINATION.** City and County shall comply with all applicable federal, state and local laws, rules, and regulations on nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, or disability. City and County shall comply with the Americans with Disabilities Act of 1990 (Pub. Law No. 101-336), ORS 30.670 to ORS 30.685, ORS 659.425, ORS 659.430, and all regulations and administrative rules established pursuant to those laws, in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services, training, educational or otherwise, conducted by County and City.
11. **METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS, AND MAKING PAYMENTS.** All notices shall be made in writing and may be given by personal delivery or by mail or email. Notices sent by mail or email should be addressed as follows:

City City of St. Helens
 St. Helens City Hall
 P.O. Box 278
 St. Helens, Oregon 97051
 Dustink@ci.st.-helens.or.us

County Columbia County Sheriff's Office
 901 Port Avenue
 St. Helens, Oregon 97051
 Brian.pixley@columbiacountyor.gov

and when so addressed, shall be deemed given upon deposit in the United States Mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the persons to whom notices are to be given by giving notice pursuant to this paragraph.

12. **ASSIGNMENT/DELEGATION.** Neither party shall assign, sublet or transfer any interest in or duty under this Agreement without the written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party has so consented.
13. **DISPUTE RESOLUTION.** In the event of disagreement as to the contents or implementation of this Agreement, the parties agree to mediate the dispute through a neutral third party chosen jointly by the parties. If mediation is unsuccessful, then the

Agreement may be terminated, or the parties may file suit in the Circuit Court of Columbia County, Oregon.

- 14. **MERGER.** This writing is intended both as the final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in two (2) duplicate originals by their officers, thereunto duly authorized.

COLUMBIA COUNTY

CITY OF ST. HELENS

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

By: _____

Date: _____

By: _____
Henry Heimuller, Chair

By: _____
Margaret Magruder, Commissioner

By: _____
Alex Tardif, Commissioner

Date: _____

COLUMBIA COUNTY SHERIFF

By: _____
Sheriff, Brian Pixley

Date: _____

Approved as to form:

By: _____
Office of County Counsel

COLUMBIA COUNTY

Board of Commissioners Office

Commissioners

Margaret Magruder

Henry Heimuller

Alex Tardif

Administration

Jan Greenhalgh

Jacyn Normine



ST. HELENS, OR 97051

230 Strand St., Room 338

Direct (503) 397-4322

Fax (503) 366-7243

www.co.columbia.or.us

August 14, 2019

Peggy Howell
PO Box 1416
St. Helens, OR. 97051

Dear Peggy,

The Board of County Commissioners are pleased to advise you that you have been reappointed to membership on the Northwest Oregon Housing Authority. Your term will expire December 31, 2022.

It is a pleasure for us to make this appointment, however should you decide not to accept the position, please contact the Board of Commissioners office at (503-397-4322) as soon as possible.

We look forward to your continued participation as a member of this Board.

Sincerely,

Henry Heimuller,
Commission Chair

HH;jn

COLUMBIA COUNTY

Board of Commissioners Office

Commissioners

Margaret Magruder

Henry Heimuller

Alex Tardif

Administration

Jan Greenhalgh

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August 14, 2019

Boyd Ruby
PO Box 919
Scappoose, OR. 97051

Dear Boyd,

The Board of County Commissioners are pleased to advise you that you have been reappointed to membership on the Northwest Oregon Housing Authority. Your term will expire December 31, 2022.

It is a pleasure for us to make this appointment, however should you decide not to accept the position, please contact the Board of Commissioners office at (503-397-4322) as soon as possible.

We look forward to your continued participation as a member of this Board.

Sincerely,

Henry Heimuller,
Commission Chair

HH;jn

COLUMBIA COUNTY

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August 14, 2019

Christy Settle
PO Box 1148
Scappoose, OR. 97056

Dear Nina,

The Board of County Commissioners are pleased to advise you that you have been reappointed to membership on the Northwest Oregon Housing Authority. Your term will expire December 31, 2021.

It is a pleasure for us to make this appointment, however should you decide not to accept the position, please contact the Board of Commissioners office at (503-397-4322) as soon as possible.

We look forward to your continued participation as a member of this Board.

Sincerely,

Henry Heimuller,
Commission Chair

HH;jn

COLUMBIA COUNTY

Board of Commissioners Office

Commissioners

Margaret Magruder

Henry Heimuller

Alex Tardif

Administration

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August 14, 2019

Mary Jo Simpson
325001 Pittsburg Road
St. Helens, OR. 97051

Dear Mary Jo,

The Board of County Commissioners are pleased to advise you that you have been reappointed to membership on the Northwest Oregon Housing Authority. Your term will expire December 31, 2022.

It is a pleasure for us to make this appointment, however should you decide not to accept the position, please contact the Board of Commissioners office at (503-397-4322) as soon as possible.

We look forward to your continued participation as a member of this Board.

Sincerely,

Henry Heimuller,
Commission Chair

HH;jn

COLUMBIA COUNTY

Board of Commissioners Office

Commissioners

Margaret Magruder

Henry Heimuller

Alex Tardif

Administration

Jan Greenhalgh

Jacyn Normine



ST. HELENS, OR 97051

230 Strand St., Room 338

Direct (503) 397-4322

Fax (503) 366-7243

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August 14, 2019

Nina Reed
PO Box 582
St. Helens, OR. 97051

Dear Nina,

The Board of County Commissioners are pleased to advise you that you have been reappointed to membership on the Northwest Oregon Housing Authority. Your term will expire December 31, 2021.

It is a pleasure for us to make this appointment, however should you decide not to accept the position, please contact the Board of Commissioners office at (503-397-4322) as soon as possible.

We look forward to your continued participation as a member of this Board.

Sincerely,

Henry Heimuller,
Commission Chair

HH;jn