

# COLUMBIA COUNTY

## Board of Commissioners Office

### Commissioners

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Henry Heimuller

Alex Tardif

### Administration

Jacyn Normine



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## BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON

Wednesday, October 2, 2019

10:00 a.m. – Room 310

## BOARD MEETING AGENDA

### CALL TO ORDER/FLAG SALUTE

### MINUTES:

- September 18, 2019 Board Meeting
- September 18, 2019 Work Session

### VISITOR COMMENTS – 5 MINUTE LIMIT

### HEARINGS:

“State Transportation Improvement Fund (STIF) Implementation – **Proposed Service Changes**”

### CONSENT AGENDA:

- Ratify the Select to Pay for 09.30.19
- Approve the corrected appointment letters of Bill Eagle, Claudia Eagle, and Genell Grow as members to the Columbia County Citizen Transportation Advisory Committee with a term to expire on June 30, 2020 and authorize the Chair to sign.
- Approve the corrected appointment letters of Charlotte Hart and Dena Chesney as members to the Columbia County Citizen Transportation Advisory Committee with a term to expire on June 30, 2021 and authorize the Chair to sign.
- Resolution 72-2019 In the Matter of Reallocation of Appropriations Between Categories In the 2019-2020 Fiscal Year Budget.

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- E. Order No. 67-2019, In the Matter of an Appeal of the Administrative Decisions by the Land Development Services Director for Building Permit No. 192-19-000377-MD and Residential Electrical Permit No. 192-19-000602-ELEC for Space 10 of the Deer Pointe Meadows Mobile Home Park

**AGREEMENTS/CONTRACTS/AMENDMENTS:**

- F. C43-2018-2 Sixteenth Amendment to Public Services Contract by and Between Columbia County and Community Action Team, Inc.
- G. C106-2019-2, Amendment No. 2 to Agreement No 159805 with the Oregon Health Authority for the Financing of Public Health Services and Authorize Chair to sign
- H. C132-2019, Oregon Department of Transportation Grant Agreement No. 33770 (STIF) for Transit GPS Online Tracking System
- I. C133-2019, Oregon Department of Transportation Grant Agreement No. 33818 (5311) for Transit Operations and Preventative Maintenance

**DISCUSSION ITEMS:**

- 1) Louise Kallstrom & LaVena Sullivan- County Donations
- 2) Brian Pixley- Deadly Physical Force Planning and IGA Major Crimes Team

**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 COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

In the Matter of Adopting Service Changes  
for Columbia County Rider Transportation  
to Implement Statewide Transportation  
Improvement Fund (STIF) Projects

ORDER NO. 73-2019

WHEREAS, Columbia County Rider (“CC Rider”) is the public transit department of Columbia County; and

WHEREAS, as described in the CC Rider staff report, attached hereto as Exhibit A and incorporated herein by this reference, the State Transportation Improvement Fund (“STIF”) program provides for the enhancement and expansion of transportation options throughout the state of Oregon; and

WHEREAS, on May 2, 2019, CC Rider submitted an application in accordance OAR 732-044-0015 and 732-044-0025 for STIF monies to fund projects that had been reviewed and recommended by the Columbia County Transit Advisory Committee, a citizen committee established in accordance with STIF rules; and

WHEREAS, the application proposed projects to increase service for Portland medical rides, Dial-A-Ride, Flex Route, and Vernonia, as well as reduce fares for honored citizens and low-income residents; and

WHEREAS, the application, which is attached hereto as Exhibit B and incorporated herein by this reference, was approved by the Oregon Transportation Commission on September 18, 2019; and

WHEREAS, in addition to the STIF projects, the CC Rider also proposed to expand service in north Columbia County; and

WHEREAS, the CC Rider Fare and Service Change Policy, adopted by Order No. 2-2012, established procedures to allow for and encourage public participation in any consideration of route, fare and/or service changes for the CC Rider transit system; and

WHEREAS, in accordance with the Fare and Service Change Policy, the Board of County Commissioners held a hearing on October 2, 2019, to receive public input on the proposed fare and service changes; and

WHEREAS, following the hearing, the Board deliberated, and voted unanimously to adopt staff’s recommended fare and service changes;

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

In the Matter of Adopting Service Changes  
for Columbia County Rider Transportation  
to Implement Statewide Transportation  
Improvement Fund (STIF) Projects

ORDER NO. 73-2019

WHEREAS, Columbia County Rider (“CC Rider”) is the public transit department of Columbia County; and

WHEREAS, as described in the CC Rider staff report, attached hereto as Exhibit A and incorporated herein by this reference, the State Transportation Improvement Fund (“STIF”) program provides for the enhancement and expansion of transportation options throughout the state of Oregon; and

WHEREAS, on May 2, 2019, CC Rider submitted an application in accordance OAR 732-044-0015 and 732-044-0025 for STIF monies to fund projects that had been reviewed and recommended by the Columbia County Transit Advisory Committee, a citizen committee established in accordance with STIF rules; and

WHEREAS, the application proposed projects to increase service for Portland medical rides, Dial-A-Ride, Flex Route, and Vernonia, as well as reduce fares for honored citizens and low-income residents; and

WHEREAS, the application, which is attached hereto as Exhibit B and incorporated herein by this reference, was approved by the Oregon Transportation Commission on September 18, 2019; and

WHEREAS, in addition to the STIF projects, the CC Rider also proposed to expand service in north Columbia County; and

WHEREAS, the CC Rider Fare and Service Change Policy, adopted by Order No. 2-2012, established procedures to allow for and encourage public participation in any consideration of route, fare and/or service changes for the CC Rider transit system; and

WHEREAS, in accordance with the Fare and Service Change Policy, the Board of County Commissioners held a hearing on October 2, 2019, to receive public input on the proposed fare and service changes; and

WHEREAS, following the hearing, the Board deliberated, and voted unanimously to adopt staff’s recommended fare and service changes;

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

1. The fare and service changes described in Exhibit A are hereby adopted.
2. The above recitals and the staff report attached as Exhibit A are adopted as findings in support of this decision.

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

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

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

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

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

Approved as to form

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

**COLUMBIA COUNTY**  
Transit Department: CC Rider



ST. HELENS, OR 97051

1155 Deer Island Rd.  
Direct (503) 366-0159  
columbiacountyor.gov  
nworegontransit.org

DATE: September 9, 2019  
FROM: Todd Wood, Transit Director  
TO: Board of County Commissioners  
RE: State Transportation Improvement Fund Implementation

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In 2017, the state adopted House Bill 2017 known as the State Transportation Improvement Fund (STIF). The purpose of the STIF program is to enhance and expand transportation options throughout the state of Oregon. A portion of the STIF has been allocated to public transit systems throughout the state including over \$400,000 allocated to the Columbia County Rider service area. On May 1, 2019, Columbia County submitted a plan, in accordance with the STIF rules, in order to utilize the available funds to expand and enhance transit for the residents of Columbia County.

**Project: Increased Portland Medical Service**

This project will increase the Portland medical from twice a month to every week. The STIF committee and staff recommend implementing this project on a rotating schedule of Tuesdays and Wednesdays.

**Project: Increased Dial a Ride service**

This project will add an additional 5 hours per day to CC rider's dial-a-ride system.

**Project: Increased Flex Route**

This project will increase line 3 flex service by adding an additional five runs per day. The STIF committee and Staff recommend implementing this project in a reverse direction, which will help reduce travel time and improve travel options for the users of this route.

**Project: Expanded Vernonia Service**

This project will improve Vernonia service by expanding to 5 days a week from the current 3 including the newly implemented stop in the city of Banks.

**Project: Honored Citizen/Low Income Reduced Fare**

This project will produce an Identification card to be renewed annually for \$1 off any fixed or flex route per boarding fare for elderly, disabled, students, veterans and low income riders.

These five projects are 100% funded by STIF and do not require any matching funds from the county.

In addition to the STIF, the County also applied for federal intercity funds (5311f) and STIF Discretionary funds. Both of these grants have been approved by the state. The grant agreement covers the following projects:

**Project: Expanded North County Service**

This project will expand North County from the current two trips to four trips.

This project requires a 44% match\* that will be partially funded by a federal 5307 grant agreement between the State of Oregon and Washington that will be awarded to Columbia County.

*\*The county has also applied for a 6<sup>th</sup> project under STIF that will help cover the match for this grant. However, that money is not guaranteed and will only be received if the revenue the state receives exceeds estimates.*

**Project: GPS tracking**

This project will obtain and install GPS units in all buses and purchase tracking software. Currently all GPS and tracking is done via Zonar which is provided by MTR Western. Zonar does not have a customer facing system. This project will retro fit the existing buses with a new GPS system and then adopt software for tracking and customer facing services. Similar tracking software is currently in use by Sunset Empire, Tillamook and Lincoln County. If Columbia County Rider adopts equivalent software, we will be able to integrate with the other three systems and improve our coordination and tracking.

This project requires a 10% match that will be funded by County contributions.

The final state vote on the STIF projects occurred on September 18, 2019 with the first funding disbursement expected in October 2019. All county Projects were approved.

Staff is recommending full implementation of all STIF projects, the 5311f funded North County expansion, October 7, 2019 and to begin the process of GPS purchase and implementation on October 7, 2019.



Service ~ Engagement ~ Connection ~ Innovation



# STIF Plan Template

## 1. Qualified Entity

### Qualified Entity Name \*

### Qualified Entity Address \*

### Employer Identification Number (EIN) \*

### STIF Plan Contact Name \*

### STIF Plan Contact Title \*

### STIF Plan Contact Phone Number \*

### STIF Plan Contact Email \*

### Will any of the projects in this STIF Plan use funds jointly managed with one or more other Qualified Entities? \*

## 1.2 Public Transportation Service Providers in this STIF Plan

### ✘ Provider 1

#### Service Provider Name \*

#### Employer Identification Number (EIN) \*

#### Service Provider Website \*



**Service Provider Contact Name \***

Todd M. Wood

**Service Provider Contact Title \***

Transit Program Administrator

**Service Provider Phone Number \***

(503) 366-8505

**Service Provider Email \***

todd.wood@co.columbia.or.us

**Service Provider Type \***

County

[+ Add Provider](#)

## 2. Advisory Committees

### 2.1 Advisory Committee Website

- By checking this box I agree all Advisory Committee requirements of OARs 732-040-0030, 732-040-0035 and 732-042-0020 have been met, including but not limited to, required constituencies, bylaws that include method for determining high percentage of Low-Income Households, public meetings, review and prioritization of STIF Plan Projects.

**Advisory Committee Web Address \***<https://www.nworegontransit.org/agencies/columbia-county-rider/>

If this information is not available on a website, you may upload other documentation that demonstrates how Advisory Committee information was published.

[Upload](#)

or drag files here.

*Limit 100 MB*

## 3. Local Plan Compliance

### 3.1 Existing Local Plans from which project(s) are derived.

**✘ Local Plan 1****Local Plan Name \***

Coordinated Public Transit - Human Se

**Governing Body that adopted Local Plan \***

Columbia County Commission

**Plan Adoption Date \***

9/6/2017

**Local Plan Web Address****Upload copy of Local Plan if it is not available on a website. \***

Upload

or drag files here.



[Order 70-2017 SIGNED \(the Coordinated Plan\).pdf](#)  
3.25 MB



Limit 100 MB

+ Add Local Plan

## 3.2 Local Plan requirements

**I agree all Local Plans are consistent with the STIF requirements specified in OAR 732-040-0005(18) \***

- Yes
- No, one or more Local Plans are not yet consistent with STIF rule requirements.

## 4. Accountability

*You may insert a web address in place of a description or document upload, as long as the information is sufficient enough to warrant approval of the STIF Plan and comply with STIF Rule.*

### 4.1 Accountability methods

- By checking this box I affirm that all of the necessary policies and procedures are in place to ensure compliance with OAR 732, Divisions 40 and 42, and to achieve the goals and outcomes specified in this STIF Plan, including, but not limited to program and financial management, operations management, procurement, use and maintenance of equipment, records retention, compliance with state and federal laws, civil rights and compliance with ADA.
- By checking this box I affirm that all of the necessary policies and procedures are in place to ensure compliance of all Sub-Recipients with OAR 732, Divisions 40 and 42, and to achieve the goals and outcomes specified in this STIF Plan, address deficiencies in Sub-Recipient performance, and to ensure the Qualified Entity can accomplish the applicable requirements of these rules, including but not limited to, audit and compliance requirements, accounting requirements, capital asset requirements and reporting requirements.

### 4.2 Sub-Allocation method

**Describe the Qualified Entity's method for sub-allocating STIF Formula Fund moneys and the collaborative process used to work with Public Transportation Service Providers and other potential Sub-Recipients, as relevant, to develop the sub-allocation method. \***

There are no other public transportation providers in Columbia County and no interest has been expressed by any other entities. Sub-Allocation will not be possible for Columbia County.

Limit 1000 Characters

### Upload Response

Upload

or drag files here.

Limit 100 MB

## 4.3 High Percentage of Low-Income Households

Explain how the STIF Plan defines and identifies communities with a high percentage of Low-Income Households.

File Uploaded

Limit 1000 Characters

### Upload Response

Upload

or drag files here.



[Low Income Households.pdf](#)  
106.77 KB



Limit 100 MB

## 5. STIF Plan Period and Adoption

### 5.1 Period Covered By STIF Plan

Provide start and end dates for projects proposed for funding in this STIF Plan. The earliest possible start date for the initial solicitation cycle is July 1, 2018. For this first funding cycle, providers are required to end the Plan period no later than June 30, 2021.

Start Date: \*

4/1/2019



End Date: \*

6/30/2021



End date is set to 6/30/2021. Do not adjust this date.

### 5.2 STIF Plan Adoption

STIF Plan Advisory Committee recommendation date \*

4/2/2019



STIF Plan Governing Body adoption date \*

4/10/2019



Website where Governing Body adoption document is located \*

<http://www.co.columbia.or.us/departments/board-of-commissioners-office-main/boc-meetings>

Upload Governing Body adoption document if website is unavailable.

Upload

or drag files here.

Limit 100 MB

Did the Governing Body modify the Advisory Committee's recommended STIF Plan? \*

No

## 6. Projects

### 6.1 Project Detail Entry

#### ✘ Project 1

**Public Transportation Service Provider or Qualified Entity Name \***

Columbia County Rider

**Project Name \***

Expansion of Dial - a - Ride Service

*Limit 50 characters*

**Project Description \***

The Project will add an additional five hours per day of Dial-a Ride service to Columbia County. Dial - a Ride Service. Currently dial a ride service offers service for elder, disabled and those otherwise unable to use transit options to meet life needs.

*Limit 500 Characters*

**Do you plan to expend funding in a future STIF Plan period?**

\*

- Yes
- No

**Is this project part of your 100% list or 130% list? \***

100 % List

**100% List Project Rank \***

2

**Project budget share to improve, expand or maintain public transportation service**

**Improve or Expand Service \***

100%

**Maintain Service**

0 %

**Local Plan from which this project is derived: \***

Coordinated Public Transit - Human Services Transportation Plan

**Local Plan page number \***

61

#### **Multi-Phase Project**

**Is your project part of a larger multi-phase project? \***

No

### 6.1.1 Project Scope

**✖ Task 1**

**Task Description**

Provide transportation to Columbia Area residents who are unable to utilize the regular bus system to meet life needs.

*Limit 250 Characters*

**Category\***

Operations 300-00 Operations ▼

**Specify the mode that this task will support.**

- Fixed Route    Demand Response

**300.00 Operations Activity Type\***

- Operating Assistance 30.09

**Operating Assistance Activity Detail\***

- 30.09.01 Operating Assistance  
 44.26.14 Communications  
 11.7L.00 Mobility Management

### 6.1.2 Expenditure Estimates

**Expenditures by Fund Source and Fiscal Year**

*Enter estimates of all expenditures for activities in this task denoting both fund source and fiscal year of expenditure.*

Fund Type*	2019	2020	2021	Total
✖ STIF	\$0.00	\$122,000.00	\$126,000.00	\$248,000.00
✖ Federal				\$0.00
✖ Other State				\$0.00
✖ Local				\$0.00
✖ Other Funds				\$0.00
	\$0.00	\$122,000.00	\$126,000.00	\$248,000.00

+ Add Fund Source

### 6.1.3 Outcome Measures

#### Minimum required measures for operations tasks

Revenue Miles \*

20,000

Revenue Hours \*

2,550.00

Rides \*

5,100

Number of people with access to transit (within ½ mile of transit stop for fixed route) \*

45,587

Number of Low-Income Households with access to transit (within ½ mile of transit stop for fixed route) \*

6,306

Number of new shared stops with other transit providers (reducing fragmentation in transit services) \*

0

Is this project supporting student transportation? \*

No

#### Optional Outcome Measures

+ Add Outcome Measure

+ Add Task

## 6.2 Allocation of STIF funds by project

### STIF Criteria

1. Increased frequency of bus service to areas with a high percentage of Low-Income Households.
2. Expansion of bus routes and bus services to serve areas with a high percentage of Low-Income Households.
3. Fund the implementation of programs to reduce fares for public transportation in communities with a high percentage of Low-Income Households.
4. Procurement of low or no emission buses for use in areas with 200,000 or more.
5. The improvement in the frequency and reliability of service between communities inside and outside of the Qualified Entity's service area.
6. Coordination between Public Transportation Service Providers to reduce fragmentation in the provision of transportation services.
7. Implementation of programs to provide student transit service for students in grades 9-12.

FY 2019 STIF Total

FY 2020 STIF Total

FY 2021 STIF Total

\$0.00

\$122,000.00

\$126,000.00

**Fund Allocation (Must not exceed 100% per criterion per fiscal year)**

*If some criteria don't apply, fill in with zeros. Do not add or remove additional criterion.*

Criterion	FY 2019 *	FY 2020 *	FY 2021 *
✘ Criterion 1	100.0 %	100.0 %	100.0 %
✘ Criterion 2			
✘ Criterion 3			
✘ Criterion 4			
✘ Criterion 5			
✘ Criterion 6			
✘ Criterion 7			
	100.0 %	100.0 %	100.0 %

+ Add #

**6.3 Oregon Public Transportation Plan Goals**

*Select at least one goal.*

**Select the OPTP goals that apply to your STIF Plan Projects. \***

- Goal 1 Mobility: Public Transportation User Experience -- People of all ages, abilities, and income levels move reliably and conveniently between destinations using an affordable, well-coordinated public transportation system. People in Oregon routinely use public transportation to meet their daily needs.
- Goal 2: Accessibility and Connectivity – Riders experience user-friendly and convenient public transportation connections to and between services and travel modes in urban, suburban, rural, regional, and interstate areas.
- Goal 3: Community Livability and Economic Vitality – Public transportation promotes community livability and economic vitality by efficiently and effectively moving people of all ages to and from homes, jobs, businesses, schools and colleges, and other destinations in urban, suburban, and rural areas.
- Goal 4: Equity – Public transportation provides affordable, safe, efficient, and equitable transportation to jobs, services, and key destinations, improving quality of life for all Oregonians.
- Goal 5: Health – Public transportation fosters improved health of Oregonians by promoting clean air, enhancing connections between people, enabling access to services such as health care and goods such as groceries, and by giving people opportunities to integrate physical activity into everyday life through walking and bicycling to and from public transportation.
- Goal 6: Safety and Security – Public transportation trips are safe; riders feel safe and secure during their travel. Public transportation contributes to the resilience of Oregon communities.
- Goal 7: Environmental Sustainability – Public transportation contributes to a healthy environment and climate by moving more people with efficient, low-emission vehicles, reducing greenhouse gases and other pollutants.
- Goal 8: Land Use – Public transportation is a tool that supports Oregon’s state and local land use goals and policies. Agencies collaborate to ensure public transportation helps shape great Oregon communities providing efficient and effective travel options in urban, suburban, and rural areas.

- Goal 9: Funding and Strategic Investment – Strategic investment in public transportation supports the overall transportation system, the economy, and Oregonians’ quality of life. Sustainable and reliable funding enables public transportation services and infrastructure to meet public needs.
- Goal 10: Communication, Collaboration, and Coordination – Public and private transportation providers and all levels of government within the state and across state boundaries work collaboratively and foster partnerships that make public transportation seamless regardless of jurisdiction.

**Goal 4 Policies - Select all that apply. \***

- Policy 4.1: Engage populations recognized as transportation disadvantaged in public transportation service decision making.
- Policy 4.2: Understand and communicate how disparities, barriers, and needs affect the ability of people to access and use public transportation, especially those who are transportation disadvantaged.
- Policy 4.3: Identify disparities, barriers, and needs that impact people’s ability to access and use public transportation.
- Policy 4.4: Address the disparities, barriers, and needs that impact people’s ability to access and use public transportation.
- Policy 4.5: Integrate equity criteria into funding decisions.

**Goal 5 Policies - Select all that apply. \***

- Policy 5.1: Provide access to healthy lifestyle options by supporting the ability of people to reach goods and services such as groceries, recreation, health care, and social opportunities via public transportation.
- Policy 5.2: Integrate health considerations into public transportation planning and decision making at the local, regional, and state level.
- Policy 5.3: Connect public transportation riders to health and social services.

**6.4 Project Summary**

**Project Name**

Expansion of Dial - a - Ride Service

**STIF Project Grand Total**

\$248,000.00

**FY 2019 STIF Project Total**

\$0.00

**FY 2020 STIF Project Total**

\$122,000.00

**FY 2021 STIF Project Total**

\$126,000.00

**FY 2019 percent of STIF Funds supporting student transportation**

**FY 2020 percent of STIF Funds supporting student transportation**  
0.00 %

**FY 2021 percent of STIF Funds supporting student transportation**  
0.00 %

**✘ Project 2**

**Public Transportation Service Provider or Qualified Entity Name \***

Columbia County Rider

**Project Name \***

Increased Portland Medical Service

*Limit 50 characters*



**Project Description \***

This project will increase the number of trips from Columbia County to Portland Metros Major Hospitals from twice per month to once per week. This will allow more access more often to needed medical services that are not currently available in Columbia County.

*Limit 500 Characters*

**Do you plan to expend funding in a future STIF Plan period?**

\*

Yes

No

**Is this project part of your 100% list or 130% list? \***

100 % List



**100% List Project Rank \***

1

**Project budget share to improve, expand or maintain public transportation service**

**Improve or Expand Service \***

100%



**Maintain Service**

0 %

**Local Plan from which this project is derived: \***

Coordinated Public Transit - Human Services Transportation Plan

**Local Plan page number \***

49

**Multi-Phase Project**

**Is your project part of a larger multi-phase project? \***

No



**6.1.1 Project Scope**

**✘ Task 1**

**Task Description**

Provide weekly trips from Columbia County to Major Portland Hospitals including OHSU, VA, St Vincent, Emmanuel ETC.

*Limit 250 Characters*

**Category \***

Operations 300-00 Operations



**Specify the mode that this task will support.**

- Fixed Route  Demand Response

**300.00 Operations Activity Type \***

- Operating Assistance 30.09

**Operating Assistance Activity Detail \***

- 30.09.01 Operating Assistance  
 44.26.14 Communications  
 11.7L.00 Mobility Management

**6.1.2 Expenditure Estimates**

**Expenditures by Fund Source and Fiscal Year**

Enter estimates of all expenditures for activities in this task denoting both fund source and fiscal year of expenditure.

Fund Type *	2019	2020	2021	Total
<input checked="" type="radio"/> STIF		\$25,000.00	\$26,000.00	\$51,000.00
<input checked="" type="radio"/> Federal				\$0.00
<input checked="" type="radio"/> Other State				\$0.00
<input checked="" type="radio"/> Local				\$0.00
<input checked="" type="radio"/> Other Funds				\$0.00
	\$0.00	\$25,000.00	\$26,000.00	\$51,000.00

**6.1.3 Outcome Measures**

**Minimum required measures for operations tasks**

**Revenue Miles \***

2,000

**Revenue Hours \***

520.00

**Rides \***

520

**Number of people with access to transit (within ½ mile of transit stop for fixed route) \***

45,587

**Number of Low-Income Households with access to transit (within ½ mile of transit stop for fixed route) \***

6,306

**Number of new shared stops with other transit providers (reducing fragmentation in transit services) \***

0

**Is this project supporting student transportation? \***

No ▼

**Optional Outcome Measures**

+ Add Outcome Measure

+ Add Task

**6.2 Allocation of STIF funds by project**

**STIF Criteria**

1. Increased frequency of bus service to areas with a high percentage of Low-Income Households.
2. Expansion of bus routes and bus services to serve areas with a high percentage of Low-Income Households.
3. Fund the implementation of programs to reduce fares for public transportation in communities with a high percentage of Low-Income Households.
4. Procurement of low or no emission buses for use in areas with 200,000 or more.
5. The improvement in the frequency and reliability of service between communities inside and outside of the Qualified Entity's service area.
6. Coordination between Public Transportation Service Providers to reduce fragmentation in the provision of transportation services.
7. Implementation of programs to provide student transit service for students in grades 9-12.

**FY 2019 STIF Total**  
\$0.00

**FY 2020 STIF Total**  
\$25,000.00

**FY 2021 STIF Total**  
\$26,000.00

**Fund Allocation (Must not exceed 100% per criterion per fiscal year)**

*If some criteria don't apply, fill in with zeros. Do not add or remove additional criterion.*

Criterion	FY 2019 *	FY 2020 *	FY 2021 *
<span style="color: red;">✘</span> Criterion 1		100.0 %	100.0 %
<span style="color: red;">✘</span> Criterion 2			
<span style="color: red;">✘</span> Criterion 3			
<span style="color: red;">✘</span> Criterion 4			
<span style="color: red;">✘</span> Criterion 5			
<span style="color: red;">✘</span>			



Criterion 7

0.0 %

100.0 %

100.0 %

+ Add #

## 6.3 Oregon Public Transportation Plan Goals

Select at least one goal.

### Select the OPTP goals that apply to your STIF Plan Projects. \*

- Goal 1 Mobility: Public Transportation User Experience -- People of all ages, abilities, and income levels move reliably and conveniently between destinations using an affordable, well-coordinated public transportation system. People in Oregon routinely use public transportation to meet their daily needs.
- Goal 2: Accessibility and Connectivity – Riders experience user-friendly and convenient public transportation connections to and between services and travel modes in urban, suburban, rural, regional, and interstate areas.
- Goal 3: Community Livability and Economic Vitality – Public transportation promotes community livability and economic vitality by efficiently and effectively moving people of all ages to and from homes, jobs, businesses, schools and colleges, and other destinations in urban, suburban, and rural areas.
- Goal 4: Equity – Public transportation provides affordable, safe, efficient, and equitable transportation to jobs, services, and key destinations, improving quality of life for all Oregonians.
- Goal 5: Health – Public transportation fosters improved health of Oregonians by promoting clean air, enhancing connections between people, enabling access to services such as health care and goods such as groceries, and by giving people opportunities to integrate physical activity into everyday life through walking and bicycling to and from public transportation.
- Goal 6: Safety and Security – Public transportation trips are safe; riders feel safe and secure during their travel. Public transportation contributes to the resilience of Oregon communities.
- Goal 7: Environmental Sustainability – Public transportation contributes to a healthy environment and climate by moving more people with efficient, low-emission vehicles, reducing greenhouse gases and other pollutants.
- Goal 8: Land Use – Public transportation is a tool that supports Oregon’s state and local land use goals and policies. Agencies collaborate to ensure public transportation helps shape great Oregon communities providing efficient and effective travel options in urban, suburban, and rural areas.
- Goal 9: Funding and Strategic Investment – Strategic investment in public transportation supports the overall transportation system, the economy, and Oregonians’ quality of life. Sustainable and reliable funding enables public transportation services and infrastructure to meet public needs.
- Goal 10: Communication, Collaboration, and Coordination – Public and private transportation providers and all levels of government within the state and across state boundaries work collaboratively and foster partnerships that make public transportation seamless regardless of jurisdiction.

### Goal 3 Policies - Select all that apply. \*

- Policy 3.1: Enhance access to education and employment via public transportation.
- Policy 3.2: Promote and support use of public transportation for tourism and special events in Oregon.
- Policy 3.3: Promote the use of public transportation to foster greater community livability.

### Goal 5 Policies - Select all that apply. \*

- Policy 5.1: Provide access to healthy lifestyle options by supporting the ability of people to reach goods and services such as groceries, recreation, health care, and social opportunities via public transportation.
- Policy 5.2: Integrate health considerations into public transportation planning and decision making at the local, regional, and state level.
- Policy 5.3: Connect public transportation riders to health and social services.

### 6.4 Project Summary

**Project Name**

Increased Portland Medical Service

**STIF Project Grand Total**

\$51,000.00

**FY 2019 STIF Project Total**

\$0.00

**FY 2020 STIF Project Total**

\$25,000.00

**FY 2021 STIF Project Total**

\$26,000.00

**FY 2019 percent of STIF Funds supporting student transportation**

**FY 2020 percent of STIF Funds supporting student transportation**  
0.00 %

**FY 2021 percent of STIF Funds supporting student transportation**  
0.00 %

**✘ Project 3**

**Public Transportation Service Provider or Qualified Entity Name \***

Columbia County Rider

**Project Name \***

Increased Flex Service

*Limit 50 characters*

**Project Description \***

This project will expand the existing flex service that runs between st Helens and Scappoose by providing an additional five trips per day with enhanced routing and some reverse service that will reduce wait times between buses.

*Limit 500 Characters*

**Do you plan to expend funding in a future STIF Plan period?**

\*

- Yes
- No

**Is this project part of your 100% list or 130% list? \***

100 % List

**100% List Project Rank \***

3

**Project budget share to improve, expand or maintain public transportation service**

**Improve or Expand Service \***

100%

**Maintain Service**

0 %

**Local Plan from which this project is derived: \***

**Local Plan page number \***

### Multi-Phase Project

Is your project part of a larger multi-phase project? \*

No

### 6.1.1 Project Scope

**Task 1**

**Task Description**

Create new service for the flex including service in the opposite direction as to increase access to local services, schools and stores.

Limit 250 Characters

**Category \***

Operations 300-00 Operations

Specify the mode that this task will support.

- Fixed Route
- Demand Response

**300.00 Operations Activity Type \***

- Operating Assistance 30.09

**Operating Assistance Activity Detail \***

- 30.09.01 Operating Assistance
- 44.26.14 Communications
- 11.7L.00 Mobility Management

### 6.1.2 Expenditure Estimates

**Expenditures by Fund Source and Fiscal Year**

Enter estimates of all expenditures for activities in this task denoting both fund source and fiscal year of expenditure.

Fund Type *	2019	2020	2021	Total
<input checked="" type="radio"/> STIF		\$188,000.00	\$194,000.00	\$382,000.00
<input checked="" type="radio"/> Federal				\$0.00
<input checked="" type="radio"/> Other State				\$0.00
<input checked="" type="radio"/>				\$0.00

✖ Other Funds				\$0.00
	\$0.00	\$188,000.00	\$194,000.00	\$382,000.00

### 6.1.3 Outcome Measures

#### Minimum required measures for operations tasks

**Revenue Miles \***

**Revenue Hours \***

**Rides \***

**Number of people with access to transit (within ½ mile of transit stop for fixed route) \***

**Number of Low-Income Households with access to transit (within ½ mile of transit stop for fixed route) \***

**Number of new shared stops with other transit providers (reducing fragmentation in transit services) \***

**Is this project supporting student transportation? \***

#### Choose at least one

**Operations \***

- Number of students in grades 9-12 with free or reduced fare transit pass
- Number of students in grades 9-12 attending a school served by transit
- Number of rides provided to students in grades 9-12
- Other

**Number of students in grades 9-12 with free or reduced fare transit pass \***

**Number of students in grades 9-12 attending a school served by transit \***

#### Optional Outcome Measures

+ Add Outcome Measure

+ Add Task

## 6.2 Allocation of STIF funds by project

### STIF Criteria

1. Increased frequency of bus service to areas with a high percentage of Low-Income Households.
2. Expansion of bus routes and bus services to serve areas with a high percentage of Low-Income Households.
3. Fund the implementation of programs to reduce fares for public transportation in communities with a high percentage of Low-Income Households.
4. Procurement of low or no emission buses for use in areas with 200,000 or more.
5. The improvement in the frequency and reliability of service between communities inside and outside of the Qualified Entity's service area.
6. Coordination between Public Transportation Service Providers to reduce fragmentation in the provision of transportation services.
7. Implementation of programs to provide student transit service for students in grades 9-12.

**FY 2019 STIF Total**  
\$0.00

**FY 2020 STIF Total**  
\$188,000.00

**FY 2021 STIF Total**  
\$194,000.00

### **Fund Allocation (Must not exceed 100% per criterion per fiscal year)**

*If some criteria don't apply, fill in with zeros. Do not add or remove additional criterion.*

Criterion	FY 2019 *	FY 2020 *	FY 2021 *
✘ Criterion 1		70.0 %	70.0 %
✘ Criterion 2		10.0 %	10.0 %
✘ Criterion 3			
✘ Criterion 4			
✘ Criterion 5		10.0 %	10.0 %
✘ Criterion 6			
✘ Criterion 7		10.0 %	10.0 %
	0.0 %	100.0 %	100.0 %





## 6.3 Oregon Public Transportation Plan Goals

Select at least one goal.

### Select the OPTP goals that apply to your STIF Plan Projects. \*

- Goal 1 Mobility: Public Transportation User Experience -- People of all ages, abilities, and income levels move reliably and conveniently between destinations using an affordable, well-coordinated public transportation system. People in Oregon routinely use public transportation to meet their daily needs.
- Goal 2: Accessibility and Connectivity -- Riders experience user-friendly and convenient public transportation connections to and between services and travel modes in urban, suburban, rural, regional, and interstate areas.
- Goal 3: Community Livability and Economic Vitality – Public transportation promotes community livability and economic vitality by efficiently and effectively moving people of all ages to and from homes, jobs, businesses, schools and colleges, and other destinations in urban, suburban, and rural areas.
- Goal 4: Equity – Public transportation provides affordable, safe, efficient, and equitable transportation to jobs, services, and key destinations, improving quality of life for all Oregonians.
- Goal 5: Health – Public transportation fosters improved health of Oregonians by promoting clean air, enhancing connections between people, enabling access to services such as health care and goods such as groceries, and by giving people opportunities to integrate physical activity into everyday life through walking and bicycling to and from public transportation.
- Goal 6: Safety and Security – Public transportation trips are safe; riders feel safe and secure during their travel. Public transportation contributes to the resilience of Oregon communities.
- Goal 7: Environmental Sustainability – Public transportation contributes to a healthy environment and climate by moving more people with efficient, low-emission vehicles, reducing greenhouse gases and other pollutants.
- Goal 8: Land Use – Public transportation is a tool that supports Oregon’s state and local land use goals and policies. Agencies collaborate to ensure public transportation helps shape great Oregon communities providing efficient and effective travel options in urban, suburban, and rural areas.
- Goal 9: Funding and Strategic Investment – Strategic investment in public transportation supports the overall transportation system, the economy, and Oregonians’ quality of life. Sustainable and reliable funding enables public transportation services and infrastructure to meet public needs.
- Goal 10: Communication, Collaboration, and Coordination – Public and private transportation providers and all levels of government within the state and across state boundaries work collaboratively and foster partnerships that make public transportation seamless regardless of jurisdiction.

### Goal 1 Policies - Select all that apply. \*

- Policy 1.1: Provide consistent and reliable public transportation services that people can count on to meet their travel needs.
- Policy 1.2: Provide customers access to clear, accurate information about public transportation services through multiple sources and media.
- Policy 1.3: Enact fare policies that reflect the needs of the community served; ensure that public transportation fares are understandable and easy to pay.
- Policy 1.4: Coordinate and enhance mobility management services and strategies to better coordinate services to enable riders and potential riders to use public transportation.
- Policy 1.5: Advance efficient mobility and reduce traffic congestion by enabling and promoting reliable, efficient service on corridors identified as public transportation priority corridors.
- Policy 1.6: Work proactively with state and local planning bodies to support local and regional public transportation plans and goals throughout the state.

### Goal 3 Policies - Select all that apply. \*

- Policy 3.1: Enhance access to education and employment via public transportation.

- Policy 3.2: Promote and support use of public transportation for tourism and special events in Oregon.
- Policy 3.3: Promote the use of public transportation to foster greater community livability.

#### **Goal 4 Policies - Select all that apply. \***

- Policy 4.1: Engage populations recognized as transportation disadvantaged in public transportation service decision making.
- Policy 4.2: Understand and communicate how disparities, barriers, and needs affect the ability of people to access and use public transportation, especially those who are transportation disadvantaged.
- Policy 4.3: Identify disparities, barriers, and needs that impact people's ability to access and use public transportation.
- Policy 4.4: Address the disparities, barriers, and needs that impact people's ability to access and use public transportation.
- Policy 4.5: Integrate equity criteria into funding decisions.

#### **Goal 5 Policies - Select all that apply. \***

- Policy 5.1: Provide access to healthy lifestyle options by supporting the ability of people to reach goods and services such as groceries, recreation, health care, and social opportunities via public transportation.
- Policy 5.2: Integrate health considerations into public transportation planning and decision making at the local, regional, and state level.
- Policy 5.3: Connect public transportation riders to health and social services.

#### **Goal 6 Policies - Select all that apply. \***

- Policy 6.1: Plan for, design, and locate transit stops and stations to support safe facilities, including providing safe street crossings.
- Policy 6.2: Provide for passenger and operator security on public transportation vehicles and at stops and stations through investments in facility design, amenities, appropriate security systems and personnel, and coordination with law enforcement staff.
- Policy 6.3: Enhance the safety of public transportation through personnel training and education programs.
- Policy 6.4: Promote public transportation as a safe travel option through public outreach campaigns and rider education programs.
- Policy 6.5: Incorporate innovations, such as new technologies and strategies, to increase public transportation safety and security.
- Policy 6.6: Integrate public transportation agencies and personnel into emergency response and recovery planning and training activities to support resilience during and after natural disasters and other emergencies.

#### **Goal 10 Policies - Select all that apply. \***

- Policy 10.1: Coordinate communication and marketing to promote knowledge and understanding of available public transportation services.
- Policy 10.2: Collaborate and share costs for resources, supplies, and services that can be used by multiple agencies.
- Policy 10.3: Identify and advance opportunities to share data resources and collection methods.
- Policy 10.4: Collaborate with various agencies, jurisdictions, and transportation providers in support of effective public transportation that is reliable and easy to use and helps meet state, regional, and community goals.
- Policy 10.5: Collaborate among agencies, jurisdictions, and providers to ensure the public transportation system is integrated as a component of the broader multimodal transportation system in Oregon. Provide leadership for public transportation activities and build upon efforts to coordinate public transportation services, especially statewide services.

## **6.4 Project Summary**

**Project Name**

Increased Flex Service

**STIF Project Grand Total**

\$382,000.00

**FY 2019 STIF Project Total**

\$0.00

**FY 2020 STIF Project Total**

\$188,000.00

**FY 2021 STIF Project Total**

\$194,000.00

**FY 2019 percent of STIF Funds supporting student transportation**

**FY 2020 percent of STIF Funds supporting student transportation**

10.00 %

**FY 2021 percent of STIF Funds supporting student transportation**

10.00 %

**✘ Project 4**

**Public Transportation Service Provider or Qualified Entity Name \***

Columbia County Rider

**Project Name \***

Expanded Vernonia Service

*Limit 50 characters*

**Project Description \***

This project will expand Vernonia service to include a stop in Banks for connection to west link and Tillamook transit, and expand the service from three days a week twice a day to five days a week twice a day. This project will also provide access to the Banks Vernonia Trail and Stewart Stub State Park.

*Limit 500 Characters*

**Do you plan to expend funding in a future STIF Plan period?**

\*

Yes

No

**Is this project part of your 100% list or 130% list? \***

100 % List

**100% List Project Rank \***

4

**Project budget share to improve, expand or maintain public transportation service**

**Improve or Expand Service \***

100%

**Maintain Service**

0 %

**Local Plan from which this project is derived: \***

Coordinated Public Transit - Human Services Transportation Plan

**Local Plan page number \***

48

## Multi-Phase Project

Is your project part of a larger multi-phase project? \*

No ▼

### 6.1.1 Project Scope

✖ Task 1

**Task Description**

Provide an additional stop in Banks to coordinate with WestLink and Tillamook Transit and expand from three days a week to five days a week.

*Limit 250 Characters*

**Category \***

Operations 300-00 Operations ▼

**Specify the mode that this task will support.**

- Fixed Route  Demand Response

**300.00 Operations Activity Type \***

- Operating Assistance 30.09

**Operating Assistance Activity Detail \***

- 30.09.01 Operating Assistance  
 44.26.14 Communications  
 11.7L.00 Mobility Management

### 6.1.2 Expenditure Estimates

**Expenditures by Fund Source and Fiscal Year**

*Enter estimates of all expenditures for activities in this task denoting both fund source and fiscal year of expenditure.*

Fund Type *	2019	2020	2021	Total
<span style="color: red;">✖</span> STIF	\$13,000.00	\$89,000.00	\$92,000.00	\$194,000.00
<span style="color: red;">✖</span> Federal				\$0.00
<span style="color: red;">✖</span> Other State				\$0.00
<span style="color: red;">✖</span> Local				\$0.00
<span style="color: red;">✖</span> Other Funds				\$0.00

\$13,000.00

\$89,000.00

\$92,000.00

\$194,000.00

+ Add Fund Source

### 6.1.3 Outcome Measures

#### Minimum required measures for operations tasks

Revenue Miles \*

73,440

Revenue Hours \*

2,040.00

Rides \*

2,040

Number of people with access to transit (within ½ mile of transit stop for fixed route) \*

10,985

Number of Low-Income Households with access to transit (within ½ mile of transit stop for fixed route) \*

1,373

Number of new shared stops with other transit providers (reducing fragmentation in transit services) \*

1

Is this project supporting student transportation? \*

No

#### Optional Outcome Measures

+ Add Outcome Measure

+ Add Task

## 6.2 Allocation of STIF funds by project

### STIF Criteria

1. Increased frequency of bus service to areas with a high percentage of Low-Income Households.
2. Expansion of bus routes and bus services to serve areas with a high percentage of Low-Income Households.
3. Fund the implementation of programs to reduce fares for public transportation in communities with a high percentage of Low-Income Households.
4. Procurement of low or no emission buses for use in areas with 200,000 or more.
5. The improvement in the frequency and reliability of service between communities inside and outside of the Qualified Entity's service area.

6. Coordination between Public Transportation Service Providers to reduce fragmentation in the provision of transportation services.

7. Implementation of programs to provide student transit service for students in grades 9-12.

**FY 2019 STIF Total**  
\$13,000.00

**FY 2020 STIF Total**  
\$89,000.00

**FY 2021 STIF Total**  
\$92,000.00

**Fund Allocation (Must not exceed 100% per criterion per fiscal year)**

*If some criteria don't apply, fill in with zeros. Do not add or remove additional criterion.*

Criterion	FY 2019 *	FY 2020 *	FY 2021 *
<input checked="" type="checkbox"/> Criterion 1	50.0 %	50.0 %	50.0 %
<input checked="" type="checkbox"/> Criterion 2			
<input checked="" type="checkbox"/> Criterion 3			
<input checked="" type="checkbox"/> Criterion 4			
<input checked="" type="checkbox"/> Criterion 5	40.0 %	40.0 %	40.0 %
<input checked="" type="checkbox"/> Criterion 6	10.0 %	10.0 %	10.0 %
<input checked="" type="checkbox"/> Criterion 7			
	100.0 %	100.0 %	100.0 %

**6.3 Oregon Public Transportation Plan Goals**

*Select at least one goal.*

**Select the OPTP goals that apply to your STIF Plan Projects. \***

- Goal 1 Mobility: Public Transportation User Experience -- People of all ages, abilities, and income levels move reliably and conveniently between destinations using an affordable, well-coordinated public transportation system. People in Oregon routinely use public transportation to meet their daily needs.
- Goal 2: Accessibility and Connectivity – Riders experience user-friendly and convenient public transportation connections to and between services and travel modes in urban, suburban, rural, regional, and interstate areas.
- Goal 3: Community Livability and Economic Vitality – Public transportation promotes community livability and economic vitality by efficiently and effectively moving people of all ages to and from homes, jobs, businesses, schools and colleges, and other destinations in urban, suburban, and rural areas.
- Goal 4: Equity – Public transportation provides affordable, safe, efficient, and equitable transportation to jobs, services, and key destinations, improving quality of life for all Oregonians.
- Goal 5: Health – Public transportation fosters improved health of Oregonians by promoting clean air, enhancing connections between people, enabling access to services such as health care and goods such as groceries, and by giving people opportunities to integrate physical activity into everyday life through walking and bicycling to and from public transportation.

- Goal 6: Safety and Security – Public transportation trips are safe; riders feel safe and secure during their travel. Public transportation contributes to the resilience of Oregon communities.
- Goal 7: Environmental Sustainability – Public transportation contributes to a healthy environment and climate by moving more people with efficient, low-emission vehicles, reducing greenhouse gases and other pollutants.
- Goal 8: Land Use – Public transportation is a tool that supports Oregon’s state and local land use goals and policies. Agencies collaborate to ensure public transportation helps shape great Oregon communities providing efficient and effective travel options in urban, suburban, and rural areas.
- Goal 9: Funding and Strategic Investment – Strategic investment in public transportation supports the overall transportation system, the economy, and Oregonians’ quality of life. Sustainable and reliable funding enables public transportation services and infrastructure to meet public needs.
- Goal 10: Communication, Collaboration, and Coordination – Public and private transportation providers and all levels of government within the state and across state boundaries work collaboratively and foster partnerships that make public transportation seamless regardless of jurisdiction.

### Goal 1 Policies - Select all that apply. \*

- Policy 1.1: Provide consistent and reliable public transportation services that people can count on to meet their travel needs.
- Policy 1.2: Provide customers access to clear, accurate information about public transportation services through multiple sources and media.
- Policy 1.3: Enact fare policies that reflect the needs of the community served; ensure that public transportation fares are understandable and easy to pay.
- Policy 1.4: Coordinate and enhance mobility management services and strategies to better coordinate services to enable riders and potential riders to use public transportation.
- Policy 1.5: Advance efficient mobility and reduce traffic congestion by enabling and promoting reliable, efficient service on corridors identified as public transportation priority corridors.
- Policy 1.6: Work proactively with state and local planning bodies to support local and regional public transportation plans and goals throughout the state.

### Goal 2 Policies - Select all that apply. \*

- Policy 2.1: Enhance existing and identify new public transportation connections and services.
- Policy 2.2: Improve access to and ease of use for public transportation by connecting routes and services, including linking stops and stations to bicycle and pedestrian facilities.
- Policy 2.3: Provide coordinated, seamless regional and intercity bus and rail public transportation services to enable trips for commuting and recreation, and assist rural residents to access services in larger communities.
- Policy 2.4: Encourage employers, educational institutions, and others to provide opportunities for employees’ and clients’ use of public transportation, carpool, vanpool, shuttles, and other shared rides.

### Goal 3 Policies - Select all that apply. \*

- Policy 3.1: Enhance access to education and employment via public transportation.
- Policy 3.2: Promote and support use of public transportation for tourism and special events in Oregon.
- Policy 3.3: Promote the use of public transportation to foster greater community livability.

### Goal 5 Policies - Select all that apply. \*

- Policy 5.1: Provide access to healthy lifestyle options by supporting the ability of people to reach goods and services such as groceries, recreation, health care, and social opportunities via public transportation.
- Policy 5.2: Integrate health considerations into public transportation planning and decision making at the local, regional, and state level.
- Policy 5.3: Connect public transportation riders to health and social services.

### Goal 10 Policies - Select all that apply. \*

- Policy 10.1: Coordinate communication and marketing to promote knowledge and understanding of available public transportation services.
- Policy 10.2: Collaborate and share costs for resources, supplies, and services that can be used by multiple agencies.
- Policy 10.3: Identify and advance opportunities to share data resources and collection methods.
- Policy 10.4: Collaborate with various agencies, jurisdictions, and transportation providers in support of effective public transportation that is reliable and easy to use and helps meet state, regional, and community goals.
- Policy 10.5: Collaborate among agencies, jurisdictions, and providers to ensure the public transportation system is integrated as a component of the broader multimodal transportation system in Oregon. Provide leadership for public transportation activities and build upon efforts to coordinate public transportation services, especially statewide services.

## 6.4 Project Summary

### Project Name

Expanded Vernonia Service

### STIF Project Grand Total

\$194,000.00

### FY 2019 STIF Project Total

\$13,000.00

### FY 2020 STIF Project Total

\$89,000.00

### FY 2021 STIF Project Total

\$92,000.00

**FY 2019 percent of STIF Funds supporting student transportation**  
0.00 %

**FY 2020 percent of STIF Funds supporting student transportation**  
0.00 %

**FY 2021 percent of STIF Funds supporting student transportation**  
0.00 %

## ✘ Project 5

### Public Transportation Service Provider or Qualified Entity Name \*

Columbia County Rider

### Project Name \*

Honored Citizens Fare

*Limit 50 characters*

### Project Description \*

This program will facilitate an honored citizens program that will provide those with low income, elderly, disabled and veterans a \$1 per ride fare reduction. The program will provide for honored citizens cards and annual renew of the program and costs.

*Limit 500 Characters*

### Do you plan to expend funding in a future STIF Plan period?

\*

Yes

No



Is this project part of your 100% list or 130% list? \*

100 % List

100% List Project Rank \*

5

**Project budget share to improve, expand or maintain public transportation service**

Improve or Expand Service \*

100%

Maintain Service

0 %

Local Plan from which this project is derived: \*

Coordinated Public Transit - Human Services Transportation Plan

Local Plan page number \*

51-52

**Multi-Phase Project**

Is your project part of a larger multi-phase project? \*

No

**6.1.1 Project Scope**

**Task 1**

**Task Description**

Create and implement an honored citizen program including: Honored citizen cards, Date of expiry stamp, method and criteria for obtaining, and implementation of the program

Limit 250 Characters

**Category \***

Administration 620-00 Project Administration

**620-00 Project Administration \***

Project Administration 11.79

**Project Administration Activity Detail \***

11.79.00 Project Administration

**6.1.2 Expenditure Estimates**

**Expenditures by Fund Source and Fiscal Year**

Enter estimates of all expenditures for activities in this task denoting both fund source and fiscal year of expenditure.

Fund Type *	2019	2020	2021	Total
<input type="radio"/> STIF		\$16,000.00	\$16,000.00	\$32,000.00

 Federal				\$0.00
 Other State				\$0.00
 Local				\$0.00
 Other Funds				\$0.00
	\$0.00	\$16,000.00	\$16,000.00	\$32,000.00

[+ Add Fund Source](#)

### 6.1.3 Outcome Measures

#### Optional Outcome Measures

[+ Add Outcome Measure](#)

[+ Add Task](#)

## 6.2 Allocation of STIF funds by project

### STIF Criteria

1. Increased frequency of bus service to areas with a high percentage of Low-Income Households.
2. Expansion of bus routes and bus services to serve areas with a high percentage of Low-Income Households.
3. Fund the implementation of programs to reduce fares for public transportation in communities with a high percentage of Low-Income Households.
4. Procurement of low or no emission buses for use in areas with 200,000 or more.
5. The improvement in the frequency and reliability of service between communities inside and outside of the Qualified Entity's service area.
6. Coordination between Public Transportation Service Providers to reduce fragmentation in the provision of transportation services.
7. Implementation of programs to provide student transit service for students in grades 9-12.

**FY 2019 STIF Total**  
\$0.00







**FY 2020 STIF Total**  
\$16,000.00

**FY 2021 STIF Total**  
\$16,000.00

### Fund Allocation (Must not exceed 100% per criterion per fiscal year)

*If some criteria don't apply, fill in with zeros. Do not add or remove additional criterion.*

Criterion	FY 2019 *	FY 2020 *	FY 2021 *
 Criterion 1		0.0 %	

 Criterion 2			
 Criterion 3		100.0 %	100.0 %
 Criterion 4			
 Criterion 5			
 Criterion 6			
 Criterion 7			
	0.0 %	100.0 %	100.0 %

 Add #

### 6.3 Oregon Public Transportation Plan Goals

Select at least one goal.

**Select the OPTP goals that apply to your STIF Plan Projects. \***

- Goal 1 Mobility: Public Transportation User Experience -- People of all ages, abilities, and income levels move reliably and conveniently between destinations using an affordable, well-coordinated public transportation system. People in Oregon routinely use public transportation to meet their daily needs.
- Goal 2: Accessibility and Connectivity – Riders experience user-friendly and convenient public transportation connections to and between services and travel modes in urban, suburban, rural, regional, and interstate areas.
- Goal 3: Community Livability and Economic Vitality – Public transportation promotes community livability and economic vitality by efficiently and effectively moving people of all ages to and from homes, jobs, businesses, schools and colleges, and other destinations in urban, suburban, and rural areas.
- Goal 4: Equity – Public transportation provides affordable, safe, efficient, and equitable transportation to jobs, services, and key destinations, improving quality of life for all Oregonians.
- Goal 5: Health – Public transportation fosters improved health of Oregonians by promoting clean air, enhancing connections between people, enabling access to services such as health care and goods such as groceries, and by giving people opportunities to integrate physical activity into everyday life through walking and bicycling to and from public transportation.
- Goal 6: Safety and Security – Public transportation trips are safe; riders feel safe and secure during their travel. Public transportation contributes to the resilience of Oregon communities.
- Goal 7: Environmental Sustainability – Public transportation contributes to a healthy environment and climate by moving more people with efficient, low-emission vehicles, reducing greenhouse gases and other pollutants.
- Goal 8: Land Use – Public transportation is a tool that supports Oregon’s state and local land use goals and policies. Agencies collaborate to ensure public transportation helps shape great Oregon communities providing efficient and effective travel options in urban, suburban, and rural areas.
- Goal 9: Funding and Strategic Investment – Strategic investment in public transportation supports the overall transportation system, the economy, and Oregonians’ quality of life. Sustainable and reliable funding enables public transportation services and infrastructure to meet public needs.
- Goal 10: Communication, Collaboration, and Coordination – Public and private transportation providers and all levels of government within the state and across state boundaries work collaboratively and foster partnerships that make public transportation seamless regardless of jurisdiction.

**Goal 4 Policies - Select all that apply. \***

- Policy 4.1: Engage populations recognized as transportation disadvantaged in public transportation service decision making.
- Policy 4.2: Understand and communicate how disparities, barriers, and needs affect the ability of people to access and use public transportation, especially those who are transportation disadvantaged.
- Policy 4.3: Identify disparities, barriers, and needs that impact people’s ability to access and use public transportation.
- Policy 4.4: Address the disparities, barriers, and needs that impact people’s ability to access and use public transportation.
- Policy 4.5: Integrate equity criteria into funding decisions.

### 6.4 Project Summary

**Project Name**

Honored Citizens Fare

**STIF Project Grand Total**

\$32,000.00

**FY 2019 STIF Project Total**

\$0.00

**FY 2020 STIF Project Total**

\$16,000.00

**FY 2021 STIF Project Total**

\$16,000.00

**FY 2019 percent of STIF Funds supporting student transportation**

**FY 2020 percent of STIF Funds supporting student transportation**  
0.00 %

**FY 2021 percent of STIF Funds supporting student transportation**  
0.00 %

**✘ Project 6**

**Public Transportation Service Provider or Qualified Entity Name \***

Columbia County Rider

**Project Name \***

Match 5311f

*Limit 50 characters*

**Project Description \***

This project will help with Matching funds for the north County services.

*Limit 500 Characters*

**Do you plan to expend funding in a future STIF Plan period?**

\*

Yes

No

**Is this project part of your 100% list or 130% list? \***

**130% List Project Rank \***

130 % List

1

**Project budget share to improve, expand or maintain public transportation service**

**Improve or Expand Service \***

100%

**Maintain Service**

0 %

**Local Plan from which this project is derived: \***

Coordinated Public Transit - Human Services Transportation Plan

**Local Plan page number \***

48

**Multi-Phase Project**

**Is your project part of a larger multi-phase project? \***

No

**6.1.1 Project Scope**

**✖ Task 1**

**Task Description**

Match the 5311f grant that is providing expanded line 5 service in the North County between Longview and St Helens.

*Limit 250 Characters*

**Category \***

Operations 300-00 Operations

**Specify the mode that this task will support.**

- Fixed Route
- Demand Response

**300.00 Operations Activity Type \***

- Operating Assistance 30.09

**Operating Assistance Activity Detail \***

- 30.09.01 Operating Assistance
- 44.26.14 Communications
- 11.7L.00 Mobility Management

**6.1.2 Expenditure Estimates**

**Expenditures by Fund Source and Fiscal Year**

*Enter estimates of all expenditures for activities in this task denoting both fund source and fiscal year of expenditure.*

Fund Type *	2019	2020	2021	Total
✘ STIF		\$73,238.00	\$73,238.00	\$146,476.00
✘ Federal				\$0.00
✘ Other State				\$0.00
✘ Local				\$0.00
✘ Other Funds				\$0.00
	\$0.00	\$73,238.00	\$73,238.00	\$146,476.00

[+ Add Fund Source](#)

### 6.1.3 Outcome Measures

#### Minimum required measures for operations tasks

Revenue Miles \*

100,000

Revenue Hours \*

3,120.00

Rides \*

5,100

Number of people with access to transit (within ½ mile of transit stop for fixed route) \*

6,542

Number of Low-Income Households with access to transit (within ½ mile of transit stop for fixed route) \*

6,542

Number of new shared stops with other transit providers (reducing fragmentation in transit services) \*

0

Is this project supporting student transportation? \*

No ▼

#### Optional Outcome Measures

[+ Add Outcome Measure](#)

[+ Add Task](#)

### 6.2 Allocation of STIF funds by project

**STIF Criteria**

1. Increased frequency of bus service to areas with a high percentage of Low-Income Households.
2. Expansion of bus routes and bus services to serve areas with a high percentage of Low-Income Households.
3. Fund the implementation of programs to reduce fares for public transportation in communities with a high percentage of Low-Income Households.
4. Procurement of low or no emission buses for use in areas with 200,000 or more.
5. The improvement in the frequency and reliability of service between communities inside and outside of the Qualified Entity's service area.
6. Coordination between Public Transportation Service Providers to reduce fragmentation in the provision of transportation services.
7. Implementation of programs to provide student transit service for students in grades 9-12.

**FY 2019 STIF Total**  
\$0.00

**FY 2020 STIF Total**  
\$73,238.00

**FY 2021 STIF Total**  
\$73,238.00

**Fund Allocation (Must not exceed 100% per criterion per fiscal year)**

*If some criteria don't apply, fill in with zeros. Do not add or remove additional criterion.*

Criterion	FY 2019 *	FY 2020 *	FY 2021 *
<input checked="" type="checkbox"/> Criterion 1		60.0 %	60.0 %
<input checked="" type="checkbox"/> Criterion 2			
<input checked="" type="checkbox"/> Criterion 3			
<input checked="" type="checkbox"/> Criterion 4			
<input checked="" type="checkbox"/> Criterion 5		20.0 %	20.0 %
<input checked="" type="checkbox"/> Criterion 6		20.0 %	20.0 %
<input checked="" type="checkbox"/> Criterion 7			
	0.0 %	100.0 %	100.0 %

**6.3 Oregon Public Transportation Plan Goals**

*Select at least one goal.*

**Select the OPTP goals that apply to your STIF Plan Projects. \***

- Goal 1 Mobility: Public Transportation User Experience -- People of all ages, abilities, and income levels move reliably and conveniently between destinations using an affordable, well-coordinated public transportation system. People in Oregon routinely use public transportation to meet their daily needs.

- Goal 2: Accessibility and Connectivity – Riders experience user-friendly and convenient public transportation connections to and between services and travel modes in urban, suburban, rural, regional, and interstate areas.
- Goal 3: Community Livability and Economic Vitality – Public transportation promotes community livability and economic vitality by efficiently and effectively moving people of all ages to and from homes, jobs, businesses, schools and colleges, and other destinations in urban, suburban, and rural areas.
- Goal 4: Equity – Public transportation provides affordable, safe, efficient, and equitable transportation to jobs, services, and key destinations, improving quality of life for all Oregonians.
- Goal 5: Health – Public transportation fosters improved health of Oregonians by promoting clean air, enhancing connections between people, enabling access to services such as health care and goods such as groceries, and by giving people opportunities to integrate physical activity into everyday life through walking and bicycling to and from public transportation.
- Goal 6: Safety and Security – Public transportation trips are safe; riders feel safe and secure during their travel. Public transportation contributes to the resilience of Oregon communities.
- Goal 7: Environmental Sustainability – Public transportation contributes to a healthy environment and climate by moving more people with efficient, low-emission vehicles, reducing greenhouse gases and other pollutants.
- Goal 8: Land Use – Public transportation is a tool that supports Oregon’s state and local land use goals and policies. Agencies collaborate to ensure public transportation helps shape great Oregon communities providing efficient and effective travel options in urban, suburban, and rural areas.
- Goal 9: Funding and Strategic Investment – Strategic investment in public transportation supports the overall transportation system, the economy, and Oregonians’ quality of life. Sustainable and reliable funding enables public transportation services and infrastructure to meet public needs.
- Goal 10: Communication, Collaboration, and Coordination – Public and private transportation providers and all levels of government within the state and across state boundaries work collaboratively and foster partnerships that make public transportation seamless regardless of jurisdiction.

#### Goal 1 Policies - Select all that apply. \*

- Policy 1.1: Provide consistent and reliable public transportation services that people can count on to meet their travel needs.
- Policy 1.2: Provide customers access to clear, accurate information about public transportation services through multiple sources and media.
- Policy 1.3: Enact fare policies that reflect the needs of the community served; ensure that public transportation fares are understandable and easy to pay.
- Policy 1.4: Coordinate and enhance mobility management services and strategies to better coordinate services to enable riders and potential riders to use public transportation.
- Policy 1.5: Advance efficient mobility and reduce traffic congestion by enabling and promoting reliable, efficient service on corridors identified as public transportation priority corridors.
- Policy 1.6: Work proactively with state and local planning bodies to support local and regional public transportation plans and goals throughout the state.

#### Goal 2 Policies - Select all that apply. \*

- Policy 2.1: Enhance existing and identify new public transportation connections and services.
- Policy 2.2: Improve access to and ease of use for public transportation by connecting routes and services, including linking stops and stations to bicycle and pedestrian facilities.
- Policy 2.3: Provide coordinated, seamless regional and intercity bus and rail public transportation services to enable trips for commuting and recreation, and assist rural residents to access services in larger communities.
- Policy 2.4: Encourage employers, educational institutions, and others to provide opportunities for employees’ and clients’ use of public transportation, carpool, vanpool, shuttles, and other shared rides.

#### Goal 3 Policies - Select all that apply. \*

- Policy 3.1: Enhance access to education and employment via public transportation.
- Policy 3.2: Promote and support use of public transportation for tourism and special events in Oregon.



- Policy 3.3: Promote the use of public transportation to foster greater community livability.

**Goal 4 Policies - Select all that apply. \***

- Policy 4.1: Engage populations recognized as transportation disadvantaged in public transportation service decision making.
- Policy 4.2: Understand and communicate how disparities, barriers, and needs affect the ability of people to access and use public transportation, especially those who are transportation disadvantaged.
- Policy 4.3: Identify disparities, barriers, and needs that impact people's ability to access and use public transportation.
- Policy 4.4: Address the disparities, barriers, and needs that impact people's ability to access and use public transportation.
- Policy 4.5: Integrate equity criteria into funding decisions.

**Goal 5 Policies - Select all that apply. \***

- Policy 5.1: Provide access to healthy lifestyle options by supporting the ability of people to reach goods and services such as groceries, recreation, health care, and social opportunities via public transportation.
- Policy 5.2: Integrate health considerations into public transportation planning and decision making at the local, regional, and state level.
- Policy 5.3: Connect public transportation riders to health and social services.

**Goal 6 Policies - Select all that apply. \***

- Policy 6.1: Plan for, design, and locate transit stops and stations to support safe facilities, including providing safe street crossings.
- Policy 6.2: Provide for passenger and operator security on public transportation vehicles and at stops and stations through investments in facility design, amenities, appropriate security systems and personnel, and coordination with law enforcement staff.
- Policy 6.3: Enhance the safety of public transportation through personnel training and education programs.
- Policy 6.4: Promote public transportation as a safe travel option through public outreach campaigns and rider education programs.
- Policy 6.5: Incorporate innovations, such as new technologies and strategies, to increase public transportation safety and security.
- Policy 6.6: Integrate public transportation agencies and personnel into emergency response and recovery planning and training activities to support resilience during and after natural disasters and other emergencies.

**Goal 7 Policies - Select all that apply. \***

- Policy 7.1: Support public transportation investments as a key approach to reducing greenhouse gas (GHG) emissions, as emphasized in state policy.
- Policy 7.2: Transition to low- or zero-emission vehicle technologies, including all electric, hybrid, biofuels, compressed natural gas, and other fuel and propulsion technologies.
- Policy 7.3: Identify and implement sustainable transit system operations policies and practices

**Goal 8 Policies - Select all that apply. \***

- Policy 8.1: Increase the use of public transportation by fully integrating public transportation with other community plans including transportation, land use, and economic development plans.
- Policy 8.2: Elevate public transportation in developer, employer, community service provider, and public agency decision making, such as siting and development decisions. Recognize the impact land use has on people's ability to use public transportation and other transportation options.
- Policy 8.3: Foster the development of housing near public transportation routes and services.

**Goal 9 Policies - Select all that apply. \***

- Policy 9.1: Invest strategically in maintenance, planning, transit service, and capital improvements to preserve and enhance public transportation.
- Policy 9.2: Foster creative investments and partnerships among public agencies and private organizations to improve the efficiency and effectiveness of public transportation services.
- Policy 9.3: Pursue stable and consistent funding for public transportation operations and capital investments that maintain services and address identified needs.

**Goal 10 Policies - Select all that apply. \***

- Policy 10.1: Coordinate communication and marketing to promote knowledge and understanding of available public transportation services.
- Policy 10.2: Collaborate and share costs for resources, supplies, and services that can be used by multiple agencies.
- Policy 10.3: Identify and advance opportunities to share data resources and collection methods.
- Policy 10.4: Collaborate with various agencies, jurisdictions, and transportation providers in support of effective public transportation that is reliable and easy to use and helps meet state, regional, and community goals.
- Policy 10.5: Collaborate among agencies, jurisdictions, and providers to ensure the public transportation system is integrated as a component of the broader multimodal transportation system in Oregon. Provide leadership for public transportation activities and build upon efforts to coordinate public transportation services, especially statewide services.

**6.4 Project Summary**

**Project Name**

Match 5311f

**STIF Project Grand Total**

\$146,476.00

**FY 2019 STIF Project Total**

\$0.00

**FY 2020 STIF Project Total**

\$73,238.00

**FY 2021 STIF Project Total**

\$73,238.00

**FY 2019 percent of STIF Funds supporting student transportation**

**FY 2020 percent of STIF Funds supporting student transportation**  
0.00 %

**FY 2021 percent of STIF Funds supporting student transportation**  
0.00 %

+ Add Project

**7. STIF Plan Summary**

**STIF Plan Total**

\$1,053,476.00

**Amount Carried Forward**

\$0.00

**FY 2019 Total STIF Funds**

\$13,000.00

**FY 2020 Total STIF Funds**

\$513,238.00

**FY 2021 Total STIF Funds**

\$527,238.00

**FY 2019 Student STIF Funds**

\$0.00

**FY 2020 Student STIF Funds**

\$18,800.00

**FY 2021 Student STIF Funds**

\$19,400.00

**FY 2019 Percent of STIF Funds supporting student transportation**

0.00 %

**FY 2020 Percent of STIF Funds supporting student transportation**

3.66 %

**FY 2021 Percent of STIF Funds supporting student transportation**

3.68 %

**Please explain why your allocation of STIF Funds to support student transportation is less than 1%. \***

We are not using STIF funds for 2019 except for the City of Vernonia and Banks. Thus 2019 shows zero.

*Limit 500 Characters*

**Effective Date**

This STIF Plan shall become effective as of the date it is approved by the Oregon Transportation Commission and it shall terminate as of the end date specified in Section 5 of the approved STIF Plan.

**Signature**

This STIF Plan serves as a legally binding agreement between the Qualified Entity and the State of Oregon, acting by and through its Department of Transportation.

Download the signature page here [STIF Plan signature page](#).

**Upload signature page here. \***

or drag files here.

*Limit 100 MB*

[https://www.cognitofrms.com/ODOT2/STIFPlanTemplate/#E592zoNIM0XbjQ4GdFBD5nWdUaxOaz\\_aBKbSPkU1nY\\$\\*](https://www.cognitofrms.com/ODOT2/STIFPlanTemplate/#E592zoNIM0XbjQ4GdFBD5nWdUaxOaz_aBKbSPkU1nY$*)

36/36

Oregon Department of Transportation  
Rail and Public Transit  
**STIF Discretionary and Statewide Transit Network**  
2/1/2019 deadline

## Columbia County Rider Longview/Kelso Intercity Service

Jump to: [Application Questions](#) [Budget and Project Tables](#) [Document Upload](#)

**Project Contact**  
**Todd Wood**  
[todd.wood@co.columbia.or.us](mailto:todd.wood@co.columbia.or.us)  
Tel: 503-366-0159

**Additional Contacts**  
*none entered*

### Columbia County Rider

1155 Deer Island Rd  
St Helens, OR 97051

**County Commissioner**  
Henry Heimuller  
[henry.heimuller@co.columbia.or.us](mailto:henry.heimuller@co.columbia.or.us)

Telephone 503-366-0159  
Fax 503-366-4720  
Web <https://www.nworegontransit.org/agencies/columbia-county-rider/>  
EIN 93-6002288

### Application Questions [top](#)

#### Provider Information

##### 1. Transit Agency Type

- City
- County
- Mass Transit District
- Transportation District
- Special District
- Intergovernmental Entity
- Municipal/Public Corporation or other political subdivision
- Indian Tribe
- Non-Profit
- Private For-Profit

##### 2. What is the main type of service that will be supported by this grant?

- Fixed Route
- Demand Response
- Deviated Fixed Route

#### Risk Assessment Information

This risk assessment section contains a subset of the entire risk assessment. The entire risk assessment will be populated with the answers you provide in this section and data already reported to RPTD. Please contact Andrew.S.Keefe@odot.state.or.us for assistance.

##### 3. Did your agency have any turnover of management or financial staff in the last 2 years?

- Yes
- No

##### 4. Does your agency have an accounting system that allows you to completely and accurately track the receipt and disbursement of funds related to the award?

- Yes
- No

##### 5. What type of accounting system does your agency use?

- Manual
- Automated
- Combined

##### 6. Does your agency have a system in place that will account for 100% of each employee's time?

- Yes
- No

##### 7. Did your staff members attend required training and meetings during prior grant awards?

- Yes
- No

##### 8. Was your agency audited by the Federal government in the past 2 years?

- Yes
- No

##### 9. If yes, did the audit result in one or more audit findings?

- Yes
- No
- N/A

##### 10. Did your agency stay on budget in the past two years?

- Yes
- No

## Applicant Qualifications

### 11. Describe how your agency has legal, managerial and operational capacity to perform and report on project progress within the scope, schedule and budget. (Operational capacity specifically for workload of projects in this application.)

Enter response in text box or upload your response on the Document Upload tab of the application and write "See Upload."

Columbia County rider is governed by the Columbia County Commission which is a three member panel, Columbia County Employees Robin McIntyre as legal counsel to oversee transit operations. The county finance department oversees the finances of the transit division. Columbia County Rider direct staffing include Todd M. Wood who has more than 15 years experience in transit including more than 10 years experience in transit management, John Dreeszen who has more than 30 years accounting and non profit experience including grant compliance, and Angela Garrett who has more than 15 years experience in administrative functions including accounts receivable, payable and cash handling. The Columbia County Rider staff will manage, and report on the project throughout the cycle with oversight from the County staff.

### 12. Capacity to Maintain Compliance

- By checking this box, the applicant certifies that if they are awarded funding they are able to meet or will have the capacity to maintain compliance with applicable federal, state and local laws and regulations including, and not limited to, those pertaining to passenger transportation, civil rights, labor, insurance, safety and health.

### 13. Does the applicant plan to use a Sub-Recipient or contractor to implement the grant supported activity?

- Yes  
 No

### 14. If Yes, please list the Sub-Recipient(s) and describe how the applicant will provide sufficient Sub-Recipient/contractor oversight to ensure eligibility is maintained while receiving STIF Discretionary or Statewide Transit Network moneys.

If Yes, enter response in text box or upload response on the Document Upload tab and write "See Upload." If No, write N/A.

Columbia County Rider utilizes a contractor to provide drivers for the service. The current contractor is MTR western. All drivers and MTR western operations manager are located in the same facility as County staff. This allows Columbia County Rider staff to manage, oversee, and correct any issues with the contracted services. The county plans, analyzes and adjusts service on a regular basis with input from the contractor.

For payment the contractor bills the County directly and the County pays the contractor directly. All management of Federal and State monies are handled solely by the County.

## Project Information

Try to answer all questions, even if your project does not fit neatly within a category. No answer means a zero score.

### 15. Describe the project to be funded.

See application instructions for required content. Enter response in text box or upload response as an attachment in the Document Upload tab and write "See Upload."

The residents of Northern Columbia County have limited access to services such as Doctors, Groceries, Shopping etc. Columbia County Rider improves that access by running service that Connects our Downtown Portland Route, as well as all residents of Northern Columbia County with the Longview/Kelso are of Washington State. Additionally this service allows access to Astoria via Sunset empire and allows residents of Clatsop County to access Longview/Kelso via public transit.

This project continues this operation five days a week twice a day and looks to expand the operation to four trips per day. Four trips per day will make it easier for residents to make short trips to the store, or Doctors and gives two more opportunities a day to meet with Amtrak. Additionally, residents of Columbia County will have access to river cities transit opening up more areas for basic needs and recreation.

### 16. What Local Plans include this project and elements of the project?

See guidance for exemptions to this requirement.

Columbia Counties, Coordinated Public Transit - Human Services Transportation Plan Adopted September 6, 2017 Page 33, shows currently existing services, 50-52 discuss needs to expand services to more hours of the day. Pages 61-63 discuss unmet needs and how to improve upon them.

### 17. What is the minimum award amount that will still allow your project to proceed?

Enter an amount in dollars.

168462

### 18. Select the fund source that you think best aligns with your application.

Check all that apply

- STIF Discretionary  
 STIF Intercommunity Discretionary  
 FTA Section 5311 (f) Intercity Discretionary

## Equity and Public Transportation Service to Low Income Households

(Score weights: Discretionary = 20%, STN = 10%)

### 19. Describe how the project supports and improves access for vulnerable populations.

Rainier, Clatskanie and the surrounding areas are a great distance Major Metro areas. Longview/Kelso is the closest access for major services. North Columbia County lacks a hospital, train station and many of the basic human services most people need. This service will allow those without personal transportation to continue to access these services and by expanding the service more hours per day more give more opportunities for this much needed access. Additionally the low cost of a ride from Rainier to Longview makes this service more accessible to those on low or fixed incomes who might otherwise be unable to pay for another option.

## Coordination of Public Transportation Services

(Score weights: Discretionary = 10%, STN = 30%)

### 20. Describe how the project is a collaboration of multiple agencies or involves consolidation, coordination, or resource sharing between agencies.

This project supports connections between Sunset Empire giving riders the opportunity to travel to Astoria, it also connects to River Cities Transit, TriMet, and Amtrak. Sunset empire has worked with Columbia County to allow a connection at our Rainier Transit facility to allow transfer of passengers going to and coming from Clatsop County. Additionally River Cities allows Columbia County Rider use of their transit center to allow transfers to and from their system.

## Statewide Transit Network

(Score weights: Discretionary = 10%, STN = 30%)

### 21. Describe how the project supports and improves the utility of the statewide transit network, improves the passenger experience, benefits multiple transit providers, and/or creates a foundation for future statewide transit network improvements.

With multiple travel destination opportunities riders are able to access systems from Portland all the way to the coast and into Washington State. This project continues and expands on that access that for riders and builds upon the total state system.

## Funding and Strategic Investment

(Score weights: Discretionary = 20%, STN = 10%)

### 22. Describe how project match requirements will be met or exceeded. If this project will last beyond the 19-21 biennium, describe the plan for ongoing funding including match.

Describe why investment in this project makes sense both from the perspective of current need and long term Oregon transit needs.

The match from this project will come from STIF dollars. Once the biennium has passed STIF money will help continue to fund the operation of this project. We are anticipating additional dollars from a Washington state MPO and hope to use that to assist in operating expenses.

### 23. Does this project depend on other funding sources including other discretionary grant processes whose outcomes are uncertain?

If yes, identify the fund source and anticipated timing of funding certainty. If no, write N/A.

This process depends on STIF for matching funds. However, if Matching funds fall through from the STIF we will match using local funds.

## Environmental and Public Health

(Score weights: Discretionary = 15%, STN = 10%)

### 24. Describe how the project reduces greenhouse gas emissions, reduces pollution, and/or supports positive health outcomes.

As the population of Columbia County grows projects like this will expand access to services without the need for a personal auto. This will remove cars from the road which will reduce traffic and pollution.

**Safety, Security, and Community Livability**

(Score weights: Discretionary = 25%, STN = 10%)

**25. Describe how the project increases use and participation in active transportation, including public transportation.**

This project continues and expands access to Longview, WA for residents of North Columbia County. With more service access, more stores, and more frequent service residents will have more opportunity to utilize the system to get where they need to be.

**26. Describe how the project supports and improves safety of passengers in transit vehicles and safety of other roadway users.**

Additional bus service will equate to fewer car trips over the Longview/Kelso Bridge. This bridge is already fairly well traveled. With less traffic the risk of accidents is diminished.

**Capital Assets**

Capital assets are items that cost at least \$5,000 and have a useful life of at least 3 years.

**27. Describe proposed capital purchases. Enter asset details in the Budget and Project Tables tab.**

For capital construction projects, additional documentation will be required in the Document Upload tab. See guidance for more information. If no capital assets are included in your application, write N/A.  
N/A

**Budget and Project Tables [top](#)**

**Project Category and Fund Source**

Project Category	Project Cost	Other Fund Source (Federal)	Other Fund Source (State)	Other Fund Source (Local)	Other Fund Source (Other)	Project Category Totals
Vehicle Purchase - Expansion	\$	\$	\$	\$	\$	\$ 0
Vehicle Purchase - Replacement or Right-Sizing	\$	\$	\$	\$	\$	\$ 0
Equipment Purchase	\$	\$	\$	\$	\$	\$ 0
Facility Purchase	\$	\$	\$	\$	\$	\$ 0
Signs/Shelters Purchase	\$	\$	\$	\$	\$	\$ 0
Planning	\$	\$	\$	\$	\$	\$ 0
Project Administration	\$	\$	\$	\$	\$	\$ 0
Operating	\$ 281,956	\$	\$	\$	\$	\$ 281,956
Preventive Maintenance	\$ 54,968	\$	\$	\$	\$	\$ 54,968
Mobility Management	\$	\$	\$	\$	\$	\$ 0
<b>Total</b>	<b>\$ 336,924</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$336,924</b>

**Project Totals and Match Rate**

Fund Source	Total Project Amount (Grant Amount + Match Amount)	Match Rate	Grant Amount	Match Amount	Match Sources	Overmatch Amount (If Any)	Match Funding is available if project is awarded?	Date match available	% of Funds used for Demand Response Transportation	% of Funds used for Fixed Route Transportation
STIF Discretionary - All Project Categories (20% Match)	\$	%	\$ 0	\$ 0	Text	\$	Yes/No	xx/xx/xxxx	%	100 %
STIF Discretionary - All Project Categories, Qualified Projects (10% Match)	\$	%	\$ 0	\$ 0	Text	\$	Yes/No	xx/xx/xxxx	%	100 %
STIF Intercommunity Discretionary - All Project Categories (20% Match)	\$	%	\$ 0	\$ 0	Text	\$	Yes/No	xx/xx/xxxx	%	100 %
STIF Intercommunity Discretionary - All Project Categories, Qualified Projects (10% Match)	\$	%	\$ 0	\$ 0	Text	\$	Yes/No	xx/xx/xxxx	%	100 %
5311 (f) Intercity - Operating (50% Match)	\$ 281,956	50 %	\$ 140,978	\$ 140,978	STIF Text	\$	Yes Yes/No	07/01/2020 xx/xx/xxxx	0 %	100 %
5311 (f) Intercity - Capital, Planning, Project Administration, Preventive Maintenance, Mobility Management (20% Match)	\$ 54,968	10 %	\$ 49,471	\$ 5,497	STIF Text	\$	Yes Yes/No	07/01/2020 xx/xx/xxxx	0 %	100 %

**Vehicle Purchase**

Vehicle Purchase	Vehicle Purchase Type	VIN of vehicle being replaced	Make	Model	Vehicle Category	Quantity	Unit Cost	Total Cost	Seats	ADA Stations	Seats w/ADA Stations Deployed	Fuel Type	Estimated Order Date	Estimated Delivery Date	Mileage	Date of Reading	Seller	Vehicle Condition
Vehicle Purchase 1	Expansion/Replacement	Only answer if replacing vehicle	Text	Text	Select Letter (A-E)	#	\$	\$ 0	#	#	#	G/D/BD/E/HG/CNG/OF	xx/xx/xxxx	xx/xx/xxxx	Only used vehicle	Only used vehicle	Only used vehicle	Only used vehicle
Vehicle Purchase 2	Expansion/Replacement	Only answer if replacing vehicle	Text	Text	Select Letter (A-E)	#	\$	\$ 0	#	#	#	G/D/BD/E/HG/CNG/OF	xx/xx/xxxx	xx/xx/xxxx	Only used vehicle	Only used vehicle	Only used vehicle	Only used vehicle
Vehicle Purchase 3	Expansion/Replacement	Only answer if replacing vehicle	Text	Text	Select Letter (A-E)	#	\$	\$ 0	#	#	#	G/D/BD/E/HG/CNG/OF	xx/xx/xxxx	xx/xx/xxxx	Only used vehicle	Only used vehicle	Only used vehicle	Only used vehicle
Vehicle Purchase 4	Expansion/Replacement	Only answer if replacing vehicle	Text	Text	Select Letter (A-E)	#	\$	\$ 0	#	#	#	G/D/BD/E/HG/CNG/OF	xx/xx/xxxx	xx/xx/xxxx	Only used vehicle	Only used vehicle	Only used vehicle	Only used vehicle
Vehicle Purchase 5	Expansion/Replacement	Only answer if replacing vehicle	Text	Text	Select Letter (A-E)	#	\$	\$ 0	#	#	#	G/D/BD/E/HG/CNG/OF	xx/xx/xxxx	xx/xx/xxxx	Only used vehicle	Only used vehicle	Only used vehicle	Only used vehicle
Vehicle	Expansion/Replacement	Only	Text	Text	Select	#	\$	\$ 0	#	#	#	G/D/BD/E/HG/CNG/OF	xx/xx/xxxx	xx/xx/xxxx	Only	Only	Only	Only

Purchase 6		answer if replacing vehicle			Letter (A-E)									answer if purchasing used vehicle	answer if purchasing used vehicle	answer if purchasing used vehicle	answer if purchasing used vehicle	
Vehicle Purchase 7	Expansion/Replacement	Only answer if replacing vehicle	Text	Text	Select Letter (A-E)	#	\$	\$ 0	#	#	#	G/D/BD/E/HG/CNG/OF	xx/xx/xxxx	xx/xx/xxxx	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle
Vehicle Purchase 8	Expansion/Replacement	Only answer if replacing vehicle	Text	Text	Select Letter (A-E)	#	\$	\$ 0	#	#	#	G/D/BD/E/HG/CNG/OF	xx/xx/xxxx	xx/xx/xxxx	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle
Vehicle Purchase 9	Expansion/Replacement	Only answer if replacing vehicle	Text	Text	Select Letter (A-E)	#	\$	\$ 0	#	#	#	G/D/BD/E/HG/CNG/OF	xx/xx/xxxx	xx/xx/xxxx	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle
Vehicle Purchase 10	Expansion/Replacement	Only answer if replacing vehicle	Text	Text	Select Letter (A-E)	#	\$	\$ 0	#	#	#	G/D/BD/E/HG/CNG/OF	xx/xx/xxxx	xx/xx/xxxx	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle

### Vehicle Replacement Information

Vehicles to Be Replaced	Year	Make	Model	Vehicle Category	VIN	Seats	ADA Stations	Seats with ADA Stations Deployed	Fuel Type	Vehicle Mileage	Disposal Type	Vehicle Condition	Vehicle Maintenance History
Vehicle Replaced 1	xxxx	Text	Text	Select Letter (A-E) digits	17	#	#	#	G/D/BD/E/HG/CNG/OF	#	Sale/Donate/Salvage	Good/Adequate/Marginal/Poor	Also include Right-sizing justification if applicable.
Vehicle Replaced 2	xxxx	Text	Text	Select Letter (A-E) digits	17	#	#	#	G/D/BD/E/HG/CNG/OF	#	Sale/Donate/Salvage	Good/Adequate/Marginal/Poor	Also include Right-sizing justification if applicable.
Vehicle Replaced 3	xxxx	Text	Text	Select Letter (A-E) digits	17	#	#	#	G/D/BD/E/HG/CNG/OF	#	Sale/Donate/Salvage	Good/Adequate/Marginal/Poor	Also include Right-sizing justification if applicable.
Vehicle Replaced 4	xxxx	Text	Text	Select Letter (A-E) digits	17	#	#	#	G/D/BD/E/HG/CNG/OF	#	Sale/Donate/Salvage	Good/Adequate/Marginal/Poor	Also include Right-sizing justification if applicable.
Vehicle Replaced 5	xxxx	Text	Text	Select Letter (A-E) digits	17	#	#	#	G/D/BD/E/HG/CNG/OF	#	Sale/Donate/Salvage	Good/Adequate/Marginal/Poor	Also include Right-sizing justification if applicable.
Vehicle Replaced 6	xxxx	Text	Text	Select Letter (A-E) digits	17	#	#	#	G/D/BD/E/HG/CNG/OF	#	Sale/Donate/Salvage	Good/Adequate/Marginal/Poor	Also include Right-sizing justification if applicable.
Vehicle Replaced 7	xxxx	Text	Text	Select Letter (A-E) digits	17	#	#	#	G/D/BD/E/HG/CNG/OF	#	Sale/Donate/Salvage	Good/Adequate/Marginal/Poor	Also include Right-sizing justification if applicable.
Vehicle Replaced 8	xxxx	Text	Text	Select Letter (A-E) digits	17	#	#	#	G/D/BD/E/HG/CNG/OF	#	Sale/Donate/Salvage	Good/Adequate/Marginal/Poor	Also include Right-sizing justification if applicable.
Vehicle Replaced 9	xxxx	Text	Text	Select Letter (A-E) digits	17	#	#	#	G/D/BD/E/HG/CNG/OF	#	Sale/Donate/Salvage	Good/Adequate/Marginal/Poor	Also include Right-sizing justification if applicable.
Vehicle Replaced 10	xxxx	Text	Text	Select Letter (A-E) digits	17	#	#	#	G/D/BD/E/HG/CNG/OF	#	Sale/Donate/Salvage	Good/Adequate/Marginal/Poor	Also include Right-sizing justification if applicable.

### Equipment, Bus Stop Amenities, and Other Assets

Equipment, Signs, Shelters, Facilities, Land	Item Description	Model Number	Quantity	Estimated Unit Cost	Total Cost	Expected Order Date	Expected Delivery Date	Item Location	Lot Size	Square Footage	If breaking ground, have you filled out DCE?
Row 1	Text		#	\$	\$ 0	xx/xx/xxxx	xx/xx/xxxx				<input type="checkbox"/> If Applicable
Row 2	Text		#	\$	\$ 0	xx/xx/xxxx	xx/xx/xxxx				<input type="checkbox"/> If Applicable
Row 3	Text		#	\$	\$ 0	xx/xx/xxxx	xx/xx/xxxx				<input type="checkbox"/> If Applicable
Row 4	Text		#	\$	\$ 0	xx/xx/xxxx	xx/xx/xxxx				<input type="checkbox"/> If Applicable
Row 5	Text		#	\$	\$ 0	xx/xx/xxxx	xx/xx/xxxx				<input type="checkbox"/> If Applicable
Row 6	Text		#	\$	\$ 0	xx/xx/xxxx	xx/xx/xxxx				<input type="checkbox"/> If Applicable
Row 7	Text		#	\$	\$ 0	xx/xx/xxxx	xx/xx/xxxx				<input type="checkbox"/> If Applicable
Row 8	Text		#	\$	\$ 0	xx/xx/xxxx	xx/xx/xxxx				<input type="checkbox"/> If Applicable
Row 9	Text		#	\$	\$ 0	xx/xx/xxxx	xx/xx/xxxx				<input type="checkbox"/> If Applicable
Row 10	Text		#	\$	\$ 0	xx/xx/xxxx	xx/xx/xxxx				<input type="checkbox"/> If Applicable

### Document Upload [top](#)

Documents Requested *	Required?	Attached Documents *
Document 1		<a href="#">Coordinated Plan</a>
Document 2		
Document 3		
Document 4		
Document 5		
Document 6		
Document 7		
Document 8		
Document 9		
Document 10		

\* ZoomGrants™ is not responsible for the content of uploaded documents.

Application ID: 134392

Oregon Department of Transportation  
Rail and Public Transit  
**STIF Discretionary and Statewide Transit Network**  
2/1/2019 deadline

## Columbia County Rider GPS / Online Tracker System

Jump to: [Application Questions](#) [Budget and Project Tables](#) [Document Upload](#)

**Project Contact**  
**Todd Wood**  
[todd.wood@co.columbia.or.us](mailto:todd.wood@co.columbia.or.us)  
Tel: 503-366-0159

**Additional Contacts**  
*none entered*

### Columbia County Rider

1155 Deer Island Rd  
St Helens, OR 97051

**County Commissioner**  
Henry Heimuller  
[henry.heimuller@co.columbia.or.us](mailto:henry.heimuller@co.columbia.or.us)

Telephone 503-366-0159  
Fax 503-366-4720  
Web <https://www.nworegontransit.org/agencies/columbia-county-rider/>  
EIN 93-6002288

### Application Questions [top](#)

#### Provider Information

##### 1. Transit Agency Type

- City
- County
- Mass Transit District
- Transportation District
- Special District
- Intergovernmental Entity
- Municipal/Public Corporation or other political subdivision
- Indian Tribe
- Non-Profit
- Private For-Profit

##### 2. What is the main type of service that will be supported by this grant?

- Fixed Route
- Demand Response
- Deviated Fixed Route

#### Risk Assessment Information

This risk assessment section contains a subset of the entire risk assessment. The entire risk assessment will be populated with the answers you provide in this section and data already reported to RPTD. Please contact Andrew.S.Keefe@odot.state.or.us for assistance.

##### 3. Did your agency have any turnover of management or financial staff in the last 2 years?

- Yes
- No

##### 4. Does your agency have an accounting system that allows you to completely and accurately track the receipt and disbursement of funds related to the award?

- Yes
- No

##### 5. What type of accounting system does your agency use?

- Manual
- Automated
- Combined

##### 6. Does your agency have a system in place that will account for 100% of each employee's time?

- Yes
- No

##### 7. Did your staff members attend required training and meetings during prior grant awards?

- Yes
- No

##### 8. Was your agency audited by the Federal government in the past 2 years?

- Yes
- No

##### 9. If yes, did the audit result in one or more audit findings?

- Yes
- No
- N/A

##### 10. Did your agency stay on budget in the past two years?

- Yes
- No



## Applicant Qualifications

### 11. Describe how your agency has legal, managerial and operational capacity to perform and report on project progress within the scope, schedule and budget. (Operational capacity specifically for workload of projects in this application.)

Enter response in text box or upload your response on the Document Upload tab of the application and write "See Upload."

Columbia County rider is governed by the Columbia County Commission which is a three member panel. Columbia County Employees Robin McIntyre as legal counsel to oversee transit operations. The county finance department oversees the finances of the transit division. Columbia County Rider direct staffing include Todd M. Wood who has more than 15 years experience in transit including more than 10 years experience in transit management, John Dreeszen who has more than 30 years accounting and non profit experience including grant compliance, and Angela Garrett who has more than 15 years experience in administrative functions including accounts receivable, payable and cash handling. The Columbia County Rider staff will manage, and report on the project throughout the cycle with oversight from the County staff.

### 12. Capacity to Maintain Compliance

- By checking this box, the applicant certifies that if they are awarded funding they are able to meet or will have the capacity to maintain compliance with applicable federal, state and local laws and regulations including, and not limited to, those pertaining to passenger transportation, civil rights, labor, insurance, safety and health.

### 13. Does the applicant plan to use a Sub-Recipient or contractor to implement the grant supported activity?

- Yes  
 No

### 14. If Yes, please list the Sub-Recipient(s) and describe how the applicant will provide sufficient Sub-Recipient/contractor oversight to ensure eligibility is maintained while receiving STIF Discretionary or Statewide Transit Network moneys.

If Yes, enter response in text box or upload response on the Document Upload tab and write "See Upload." If No, write N/A.

-no answer-

## Project Information

Try to answer all questions, even if your project does not fit neatly within a category. No answer means a zero score.

### 15. Describe the project to be funded.

See application instructions for required content. Enter response in text box or upload response as an attachment in the Document Upload tab and write "See Upload."

Currently Columbia Counties Contractor MTR Western provides GPS and tracking for our busses. Columbia County would like to bring GPS and tracking activities in house. This software will allow integration with online system that will give members of the public access to see where our buses are and when they will arrive. It will also integrate with our partners in Clatsop, Tillamook and Lincoln Counties allowing them to also track and see where our service is. This will increase connections and coordination.

Additionally this service will allow the County to track, monitor and adjust service by receiving significantly better run time, route and stop data.

### 16. What Local Plans include this project and elements of the project?

See guidance for exemptions to this requirement.

Columbia Counties, Coordinated Public Transit - Human Services Transportation Plan Adopted September 6, 2017 Page 58 discusses utilizing technology for service efficiencies, mobile access and better customer information.

### 17. What is the minimum award amount that will still allow your project to proceed?

Enter an amount in dollars.

-no answer-

### 18. Select the fund source that you think best aligns with your application.

Check all that apply

- STIF Discretionary  
 STIF Intercommunity Discretionary  
 FTA Section 5311 (f) Intercity Discretionary

## Equity and Public Transportation Service to Low Income Households

(Score weights: Discretionary = 20%, STN = 10%)

### 19. Describe how the project supports and improves access for vulnerable populations.

This project will allow access to online and mobile options for bus services. This give people the opportunity to check when buses will arrive and leave giving more options and keeping folks from having to wait outside. Additionally Dial-a-ride customers who have access to a computer or mobile device will be able to tell when their bus is arriving.

## Coordination of Public Transportation Services

(Score weights: Discretionary = 10%, STN = 30%)

### 20. Describe how the project is a collaboration of multiple agencies or involves consolidation, coordination, or resource sharing between agencies.

The software and GPS will allow integration between Sunset Empire, Tillamook Transit, and Lincoln County Transit. All four systems will be able to work together on one system. This will allow better coordination of services between these agencies. Additionally PCC, TriMet, River Cities and other agencies will be able to access the same interface as riders to determine when our buses are reaching destinations to allow improved coordination between systems.

## Statewide Transit Network

(Score weights: Discretionary = 10%, STN = 30%)

### 21. Describe how the project supports and improves the utility of the statewide transit network, improves the passenger experience, benefits multiple transit providers, and/or creates a foundation for future statewide transit network improvements.

With this service in place an individual will access to real time data for our buses and service. With this information in hand a person can easily schedule rides and determine when the next available bus will be arriving. Ideally, a rider can board anywhere along the coast and using one app be easily able to map their ride all the way to Portland.

## Funding and Strategic Investment

(Score weights: Discretionary = 20%, STN = 10%)

### 22. Describe how project match requirements will be met or exceeded. If this project will last beyond the 19-21 biennium, describe the plan for ongoing funding including match.

Describe why investment in this project makes sense both from the perspective of current need and long term Oregon transit needs.

The match and ongoing maintenance will be met with Local funds from Columbia County. Once the project is in place long term funding for the continued operation of this project will come from local funds and local contracts that contribute to the operation of Columbia County Rider.

### 23. Does this project depend on other funding sources including other discretionary grant processes whose outcomes are uncertain?

If yes, identify the fund source and anticipated timing of funding certainty. If no, write N/A.

N/A

## Environmental and Public Health

(Score weights: Discretionary = 15%, STN = 10%)

### 24. Describe how the project reduces greenhouse gas emissions, reduces pollution, and/or supports positive health outcomes.

With increased availability of real-time data people will be more likely to utilize public transit. More public transit use reduces the number of vehicles on the road and will ultimately reduce population, and greenhouse gas emissions.

Additionally real time GPS data allows transit systems to better utilize their assets reducing wasted energy by increasing route efficiencies.

## Safety, Security, and Community Livability

(Score weights: Discretionary = 25%, STN = 10%)

**25. Describe how the project increases use and participation in active transportation, including public transportation.**

More data online from more systems will increase participation in public transportation. Our system is one of the only systems in our direct area that does not have online public access to real-time data. By adding real-time data more riders will be inclined to utilize the system. Additionally our staff will be able to better analyse run-time data in order to make the system more efficient which in turn will promote ridership.

**26. Describe how the project supports and improves safety of passengers in transit vehicles and safety of other roadway users.**

GPS tracking will allow much faster access for law enforcement to access a vehicle if needed. It also allows our dispatchers to make better decisions about bus routing when serious safety issues cause problems on the roadway (i.e. fires).

**Capital Assets**

Capital assets are items that cost at least \$5,000 and have a useful life of at least 3 years.

**27. Describe proposed capital purchases. Enter asset details in the Budget and Project Tables tab.**

For capital construction projects, additional documentation will be required in the Document Upload tab. See guidance for more information. If no capital assets are included in your application, write N/A. The capital purchases will include equipping all buses without their own GPS with a GPS and tying that system into the tracking software. IT will also include the initial start up and set up costs of the tracking software including any needed hardware and software.

**Budget and Project Tables [top](#)**

**Project Category and Fund Source**

Project Category	Project Cost	Other Fund Source (Federal)	Other Fund Source (State)	Other Fund Source (Local)	Other Fund Source (Other)	Project Category Totals
Vehicle Purchase - Expansion	\$	\$	\$	\$	\$	\$ 0
Vehicle Purchase - Replacement or Right-Sizing	\$	\$	\$	\$	\$	\$ 0
Equipment Purchase	\$ 8,500	\$	\$	\$ 850	\$	\$ 9,350
Facility Purchase	\$	\$	\$	\$	\$	\$ 0
Signs/Shelters Purchase	\$	\$	\$	\$	\$	\$ 0
Planning	\$	\$	\$	\$	\$	\$ 0
Project Administration	\$	\$	\$	\$	\$	\$ 0
Operating	\$ 26,000	\$	\$	\$	\$	\$ 26,000
Preventive Maintenance	\$	\$	\$	\$	\$	\$ 0
Mobility Management	\$	\$	\$	\$	\$	\$ 0
<b>Total</b>	<b>\$ 34,500</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 850</b>	<b>\$ 0</b>	<b>\$35,350</b>

**Project Totals and Match Rate**

Fund Source	Total Project Amount (Grant Amount + Match Amount)	Match Rate	Grant Amount	Match Amount	Match Sources	Overmatch Amount (If Any)	Match Funding is available if project is awarded?	Date match available	% of Funds used for Demand Response Transportation	% of Funds used for Fixed Route Transportation
STIF Discretionary - All Project Categories (20% Match)	\$	%	\$ 0	\$ 0	Text	\$	Yes/No	xx/xx/xxxx	%	100 %
STIF Discretionary - All Project Categories, Qualified Projects (10% Match)	\$ 31,570	10 %	\$ 28,413	\$ 3,157	Columbia County Text	\$	Yes Yes/No	07/01/2019 xx/xx/xxxx	%	100 %
STIF Intercommunity Discretionary - All Project Categories (20% Match)	\$	%	\$ 0	\$ 0	Text	\$	Yes/No	xx/xx/xxxx	%	100 %
STIF Intercommunity Discretionary - All Project Categories, Qualified Projects (10% Match)	\$	%	\$ 0	\$ 0	Text	\$	Yes/No	xx/xx/xxxx	%	100 %
5311 (f) Intercity - Operating (50% Match)	\$	%	\$ 0	\$ 0	Text	\$	Yes/No	xx/xx/xxxx	%	100 %
5311 (f) Intercity - Capital, Planning, Project Administration, Preventive Maintenance, Mobility Management (20% Match)	\$	%	\$ 0	\$ 0	Text	\$	Yes/No	xx/xx/xxxx	%	100 %

**Vehicle Purchase**

Vehicle Purchase	Vehicle Purchase Type	VIN of vehicle being replaced	Make	Model	Vehicle Category	Quantity	Unit Cost	Total Cost	Seats	ADA Stations	Seats w/ADA Stations Deployed	Fuel Type	Estimated Order Date	Estimated Delivery Date	Mileage	Date of Reading	Seller	Vehicle Condition
Vehicle Purchase 1	Expansion/Replacement	Only answer if replacing vehicle	Text	Text	Select Letter (A-E)	#	\$	\$ 0	#	#	#	G/D/BD/E/HG/CNG/OF	xx/xx/xxxx	xx/xx/xxxx	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle
Vehicle Purchase 2	Expansion/Replacement	Only answer if replacing vehicle	Text	Text	Select Letter (A-E)	#	\$	\$ 0	#	#	#	G/D/BD/E/HG/CNG/OF	xx/xx/xxxx	xx/xx/xxxx	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle
Vehicle Purchase 3	Expansion/Replacement	Only answer if replacing vehicle	Text	Text	Select Letter (A-E)	#	\$	\$ 0	#	#	#	G/D/BD/E/HG/CNG/OF	xx/xx/xxxx	xx/xx/xxxx	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle
Vehicle Purchase 4	Expansion/Replacement	Only answer if replacing vehicle	Text	Text	Select Letter (A-E)	#	\$	\$ 0	#	#	#	G/D/BD/E/HG/CNG/OF	xx/xx/xxxx	xx/xx/xxxx	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle
Vehicle Purchase 5	Expansion/Replacement	Only answer if replacing vehicle	Text	Text	Select Letter (A-E)	#	\$	\$ 0	#	#	#	G/D/BD/E/HG/CNG/OF	xx/xx/xxxx	xx/xx/xxxx	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle
Vehicle Purchase 6	Expansion/Replacement	Only answer if replacing vehicle	Text	Text	Select Letter (A-E)	#	\$	\$ 0	#	#	#	G/D/BD/E/HG/CNG/OF	xx/xx/xxxx	xx/xx/xxxx	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle

Vehicle Purchase	Expansion/Replacement	Only answer if replacing vehicle	Text	Text	Select Letter (A-E)	#	\$	\$ 0	#	#	#	G/D/BD/E/HG/CNG/OF	xx/xx/xxxx	xx/xx/xxxx	vehicle	vehicle	vehicle	vehicle
7															Only answer if purchasing used vehicle	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle
8															Only answer if purchasing used vehicle	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle
9															Only answer if purchasing used vehicle	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle
10															Only answer if purchasing used vehicle	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle

### Vehicle Replacement Information

Vehicles to Be Replaced	Year	Make	Model	Vehicle Category	VIN	Seats	ADA Stations	Seats with ADA Stations Deployed	Fuel Type	Vehicle Mileage	Disposal Type	Vehicle Condition	Vehicle Maintenance History
Vehicle Replaced 1	xxxx	Text	Text	Select Letter (A-E) digits	17	#	#	#	G/D/BD/E/HG/CNG/OF	#	Sale/Donate/Salvage	Good/Adequate/Marginal/Poor	Also include Right-sizing justification if applicable.
Vehicle Replaced 2	xxxx	Text	Text	Select Letter (A-E) digits	17	#	#	#	G/D/BD/E/HG/CNG/OF	#	Sale/Donate/Salvage	Good/Adequate/Marginal/Poor	Also include Right-sizing justification if applicable.
Vehicle Replaced 3	xxxx	Text	Text	Select Letter (A-E) digits	17	#	#	#	G/D/BD/E/HG/CNG/OF	#	Sale/Donate/Salvage	Good/Adequate/Marginal/Poor	Also include Right-sizing justification if applicable.
Vehicle Replaced 4	xxxx	Text	Text	Select Letter (A-E) digits	17	#	#	#	G/D/BD/E/HG/CNG/OF	#	Sale/Donate/Salvage	Good/Adequate/Marginal/Poor	Also include Right-sizing justification if applicable.
Vehicle Replaced 5	xxxx	Text	Text	Select Letter (A-E) digits	17	#	#	#	G/D/BD/E/HG/CNG/OF	#	Sale/Donate/Salvage	Good/Adequate/Marginal/Poor	Also include Right-sizing justification if applicable.
Vehicle Replaced 6	xxxx	Text	Text	Select Letter (A-E) digits	17	#	#	#	G/D/BD/E/HG/CNG/OF	#	Sale/Donate/Salvage	Good/Adequate/Marginal/Poor	Also include Right-sizing justification if applicable.
Vehicle Replaced 7	xxxx	Text	Text	Select Letter (A-E) digits	17	#	#	#	G/D/BD/E/HG/CNG/OF	#	Sale/Donate/Salvage	Good/Adequate/Marginal/Poor	Also include Right-sizing justification if applicable.
Vehicle Replaced 8	xxxx	Text	Text	Select Letter (A-E) digits	17	#	#	#	G/D/BD/E/HG/CNG/OF	#	Sale/Donate/Salvage	Good/Adequate/Marginal/Poor	Also include Right-sizing justification if applicable.
Vehicle Replaced 9	xxxx	Text	Text	Select Letter (A-E) digits	17	#	#	#	G/D/BD/E/HG/CNG/OF	#	Sale/Donate/Salvage	Good/Adequate/Marginal/Poor	Also include Right-sizing justification if applicable.
Vehicle Replaced 10	xxxx	Text	Text	Select Letter (A-E) digits	17	#	#	#	G/D/BD/E/HG/CNG/OF	#	Sale/Donate/Salvage	Good/Adequate/Marginal/Poor	Also include Right-sizing justification if applicable.

### Equipment, Bus Stop Amenities, and Other Assets

Equipment, Signs, Shelters, Facilities, Land	Item Description	Model Number	Quantity	Estimated Unit Cost	Total Cost	Expected Order Date	Expected Item Delivery Date	Location	Lot Size	Square Footage	If breaking ground, have you filled out DCE?
Row 1	GPS Tracking Software	Swiftly	1 #	\$ 8,500	\$ 8,500	07/01/2019	xx/xx/xxxx	06/30/2020 CCRider Buses			<input type="checkbox"/> If Applicable
Row 2	Text		1 #	\$	\$ 0	xx/xx/xxxx	xx/xx/xxxx				<input type="checkbox"/> If Applicable
Row 3	Text		#	\$	\$ 0	xx/xx/xxxx	xx/xx/xxxx				<input type="checkbox"/> If Applicable
Row 4	Text		#	\$	\$ 0	xx/xx/xxxx	xx/xx/xxxx				<input type="checkbox"/> If Applicable
Row 5	Text		#	\$	\$ 0	xx/xx/xxxx	xx/xx/xxxx				<input type="checkbox"/> If Applicable
Row 6	Text		#	\$	\$ 0	xx/xx/xxxx	xx/xx/xxxx				<input type="checkbox"/> If Applicable
Row 7	Text		#	\$	\$ 0	xx/xx/xxxx	xx/xx/xxxx				<input type="checkbox"/> If Applicable
Row 8	Text		#	\$	\$ 0	xx/xx/xxxx	xx/xx/xxxx				<input type="checkbox"/> If Applicable
Row 9	Text		#	\$	\$ 0	xx/xx/xxxx	xx/xx/xxxx				<input type="checkbox"/> If Applicable
Row 10	Text		#	\$	\$ 0	xx/xx/xxxx	xx/xx/xxxx				<input type="checkbox"/> If Applicable

### Document Upload [top](#)

#### Documents Requested \*

- Document 1
- Document 2
- Document 3
- Document 4
- Document 5
- Document 6
- Document 7
- Document 8
- Document 9
- Document 10

Required?

#### Attached Documents \*

[Coordinated Plan](#)

\* ZoomGrants™ is not responsible for the content of uploaded documents.

Application ID: 134466

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# COLUMBIA COUNTY

## Board of Commissioners Office



ST. HELENS, OR 97051

### Commissioners

Margaret Magruder

Henry Heimuller

Alex Tardif

### Administration

Jacyn Normine

230 Strand St., Room 338

Direct (503) 397-4322

Fax (503) 366-7243

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

October 2, 2019

Genell Grow  
58529 DeFrates Rd.  
Rainier, OR 97048

Dear Genell,

The Board of County Commissioners are pleased to advise you that you have been appointed to the Columbia County Citizen Transportation Advisory Committee for a three (3) year term. Your term will expire June 30, 2020. You are receiving this corrected appointment letter to be in compliance with Ordinance No. 2018-6.

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. For additional information about this committee, please contact Todd Wood at (503) 366-8505.

We look forward to your active participation as a member of this committee.

Sincerely,

Henry Heimuller  
Commission Chair

FF; KC

C: Todd Wood

Enclosed: Government Ethics Law Guide

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

October 2, 2019

Bill Eagle  
151 Allendale Drive  
St. Helens, OR 97051

Dear Bill,

The Board of County Commissioners are pleased to advise you that you have been appointed to the Columbia County Citizen Transportation Advisory Committee for a three (3) year term. Your term will expire June 30, 2020. You are receiving this corrected appointment letter to be in compliance with Ordinance No. 2018-6.

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. For additional information about this committee, please contact Todd Wood at (503) 366-8505.

We look forward to your active participation as a member of this committee.

Sincerely,

Henry Heimuller  
Commission Chair

FF; KC  
C: Todd Wood  
Enclosed: Government Ethics Law Guide

# COLUMBIA COUNTY

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

October 2, 2019

Claudia Eagle  
151 Allendale Drive  
St. Helens, OR 97051

Dear Claudia,

The Board of County Commissioners are pleased to advise you that you have been appointed to the Columbia County Citizen Transportation Advisory Committee for a three (3) year term. Your term will expire June 30, 2020. You are receiving this corrected appointment letter to be in compliance with Ordinance No. 2018-6.

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. For additional information about this committee, please contact Todd Wood at (503) 366-8505.

We look forward to your active participation as a member of this committee.

Sincerely,

Henry Heimuller  
Commission Chair

FF; KC  
C: Todd Wood  
Enclosed: Government Ethics Law Guide

# COLUMBIA COUNTY

## Board of Commissioners Office

### Commissioners

Margaret Magruder

Henry Heimuller

Alex Tardif

### Administration

Jacyn Normine



ST. HELENS, OR 97051

230 Strand St., Room 338

Direct (503) 397-4322

Fax (503) 366-7243

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

October 2, 2019

Charlotte Hart  
56369 Cascade View Dr.  
St. Helens, OR 97051

Dear Charlotte,

The Board of County Commissioners are pleased to advise you that you have been appointed to the Columbia County Citizen Transportation Advisory Committee for a three (3) year term. Your term will expire June 30, 2021. You are receiving this corrected appointment letter to be in compliance with Ordinance No. 2018-6.

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. For additional information about this committee, please contact Todd Wood at (503) 366-8505.

We look forward to your active participation as a member of this committee.

Sincerely,

Henry Heimuller  
Commission Chair

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# COLUMBIA COUNTY

## Board of Commissioners Office



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October 2, 2019

Dena Chesney  
1111 St. Helens Street  
St. Helens OR 97051

Dear Dena,

The Board of County Commissioners are pleased to advise you that you have been appointed to the Columbia County Citizen Transportation Advisory Committee for a three (3) year term. Your term will expire June 30, 2021. You are receiving this corrected appointment letter to be in compliance with Ordinance No. 2018-6.

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. For additional information about this committee, please contact Todd Wood at (503) 366-8505.

We look forward to your active participation as a member of this committee.

Sincerely,

Henry Heimuller  
Commission Chair

FF; KC  
C: Todd Wood  
Enclosed: Government Ethics Law Guide



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

In The Matter Of Reallocation Of )  
Appropriations Between Categories ) **Resolution No. 72-2019**  
In the **2019-2020 Fiscal Year Budget** )

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

**WHEREAS**, the General Fund has experienced occurrences/conditions not ascertained when preparing the original budget, which necessitates a change in financial planning, that being a reduction in veterans service state reimbursement; and

**WHEREAS**, this supplemental budget is for the General Fund department Veterans Services and does not increase the fund's budget by more than 10%;

**NOW, THEREFORE, IT IS HEREBY RESOLVED** that the 2019-2020 fiscal year budget for Columbia County be modified as detailed in *Exhibit A* for the specific purpose of providing appropriations to cover expenditures through June 30, 2020.

Dated in St. Helens, Oregon this \_\_\_\_\_ day of October, 2019.

BOARD OF COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

\_\_\_\_\_  
Henry Heimuller, Commissioner

\_\_\_\_\_  
Margaret Magruder, Commissioner

\_\_\_\_\_  
Alex Tardif, Commissioner

Approved as to form:

\_\_\_\_\_  
Office of County Counsel

**Department: VETERANS SERVICES**

G/L ACCT NUMBER	ACCT DESCRIPTION	EXISTING BUDGET	BUDGET CHANGE	NEW Budget
			+ = increase - = decrease	
<b>Revenue</b>				
100-35-00-3660	Veterans Service-State Reimb	112,350	(6,562)	105,788
100-00-00-3001	Begin Unrestricted Cash Bal (Non-Departmental)	3,694,568	9,605	3,704,173
		-	-	-
		-	-	-
		-	-	-
	Total Resources	3,806,918	3,043	3,809,961
<b>Personal Services</b>				
	Sal-Elected	-	-	-
	Sal-Regular	-	-	-
	Ben-Health Ins	-	-	-
	Ben-Life Ins	-	-	-
	Ben- FICA 7.65%	-	-	-
	PERS-County	-	-	-
	Ben-Workers Comp	-	-	-
	Ben-OR W/Comp Assessment	-	-	-
	IGS - 3.10 Unemp Self Ins Reserve	-	-	-
	<b>Total Personal Services -</b>	-	-	-
<b>Materials &amp; Services</b>				
100-35-00-4750	Contracted Services	136,895	(1,207)	135,688
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
	<b>Total Materials &amp; Services</b>	136,895	(1,207)	135,688
<b>Debt, Capital, Transfers</b>				
100-35-00-4593	Administrative Allowance	750	4,250	5,000
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
	<b>Total Expenditures</b>	137,645	3,043	140,688
Total Change should = 0 >>			-	
Note: Total change should = 0, or Total Revenue change should match Total Expense change.				
Prepared By	Louise Kallstrom	Date	9/16/2019	
				Supp #1

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

In the Matter of an Appeal of the Administrative )  
Decisions by the Land Development Services )  
Director for Building Permit No. 192-19-000377- ) FINAL ORDER NO. 67-2019  
MD and Residential Electrical Permit No. 192- )  
19-000602-ELEC for Space 10 of the Deer )  
Pointe Meadows Mobile Home Park )

WHEREAS, Donald G. Campbell (“Appellant”) challenges Building Permit 192-19-000377-MD (“Building Permit”) and Residential Electrical Permit No. 192-19-000602-ELEC (“Electrical Permit”) issued for Space 10 of the Deer Pointe Meadows mobile home park (“park”), located at 25216 Elderberry Street, near Rainier, Oregon; and

WHEREAS, on December 11, 1995, the Board of County Commissioners (“Board”) issued Order No. 3-94 in which the Board found the park was a lawfully established nonconforming use (“NCU”) that consists of 33 mobile home and recreational vehicle (“RV”) spaces; and

WHEREAS, on February 21, 1996, the Board issued Order No. 38-96 approving an expansion of the park to 46 spaces; and

WHEREAS, on January 30, 2017, Oregon Department of Environmental Quality (“DEQ”) issued Dale V. Strom (“Applicant”), Member of Deer Pointe Meadows LLC, a Warning Letter with an Opportunity to Correct a septic system failure by September 30, 2017; and

WHEREAS, on February 22, 2017, the County issued a temporary suspension of mobile home and RV placements, replacements, and new occupancy in the park due to a failing septic system based on non-compliance with OAR 340-071-0130, which contains DEQ on-site wastewater treatment system public health and safety standards; and

WHEREAS, soon after the temporary suspension was issued, Applicant engaged a consultant to design repairs and upgrades for the septic system; and

WHEREAS, on June 13, 2017, the Columbia County Land Development Services Department (“LDS”) issued Land Use Compatibility Statement (“LUCS”) 17-44, which found that proposed septic system repairs were consistent with the Columbia County Zoning Ordinance (“CCZO”); and

WHEREAS, on June 22, 2017, Appellant filed an appeal of LUCS 17-44 with the County. As a result of the appeal, Applicant was prohibited from implementing septic repairs because DEQ could not issue a final construction permit until the LUCS 17-44 appeal was resolved in Applicant’s favor; and

WHEREAS, on September 23, 2017, DEQ received Applicant's request for an extension to complete the corrective action by August 31, 2018. Applicant requested the extension because DEQ had not issued a final construction permit that would allow Applicant to implement on-site septic system repairs, and much of the proposed construction required excavation in areas known to be wet during winter months, and it was ill advised to initiate construction work during that time; and

WHEREAS, on October 11, 2017, the Board tentatively approved LUCS 17-44; and

WHEREAS, on October 23, 2017, DEQ issued a final construction permit allowing Applicant to complete septic system repairs; and

WHEREAS, on November 1, 2017, DEQ approved Applicant's request for a time extension to complete corrective action; and

WHEREAS, on November 8, 2017, the Board issued Order No. 80-2017 approving LUCS 17-44; and

WHEREAS, on July 18, 2018, Applicant's consultant submitted documents to DEQ concluding the septic repairs were completed, inspected, and certified; and

WHEREAS, on July 23, 2018, DEQ issued a letter that corrective actions and septic system repairs had been completed; and

WHEREAS, on August 13, 2018, the County lifted the temporary suspension upon receiving notice from DEQ that the park's septic system was repaired sufficient to meet DEQ's on-site wastewater public health and safety standards; and

WHEREAS, on March 25, 2019, LDS issued the challenged Building Permit to Applicant that approves the replacement of a manufactured home in Space 10 in the park; and

WHEREAS, on April 1, 2019, Appellant filed a timely appeal of the Building Permit on the basis that Space 10 lost its NCU right and permits could therefore not be issued; and

WHEREAS, on April 3, 2019, the Board took jurisdiction over the Building Permit appeal in order to resolve the issue of whether spaces required to be vacant during the temporary suspension lost their NCU right; and

WHEREAS, on May 17, 2019, the Board sent notice of a public hearing for the Building Permit appeal; and

WHEREAS, Columbia County participates in the State of Oregon ePermitting System; which allows licensed contractors to apply for and obtain electrical permits online through the automated ePermitting System; and

WHEREAS, on May 4, 2019, Applicant applied for an electrical permit, through the ePermitting System, to allow the replacement of a service meter, installation of a grounding

system and installation of a 50 amp RV outlet in Space 10 of the park. The ePermitting System approved the application and issued the challenged Electrical Permit; and

WHEREAS, on May 15, 2019, County staff sent notice of the Electrical Permit to the Appellant; and

WHEREAS, on May 22, 2019, Appellant filed a timely appeal of the Electrical Permit, again on the basis that Space 10 lost its NCU right and permits could therefore not be issued; and

WHEREAS, on May 29, 2019, the Board took jurisdiction over the Electrical Permit appeal and consolidated the Building Permit and Electrical Permit appeal hearings, pursuant to CCZO 1612; and

WHEREAS, on June 19, 2019, the Board sent notice of the consolidated hearing; and

WHEREAS, on July 24, 2019, the Board held a consolidated hearing on the Building Permit and Electrical Permit appeals. At the hearing, the Board heard testimony and accepted evidence. The Board then closed the hearing and left the record open to allow the submittal of new evidence to be received by July 31, 2019; rebuttals to be received by August 7, 2019; and Applicant's final arguments to be received by August 14, 2019. The Board continued deliberations to August 21, 2019; and

WHEREAS, all written materials received by the County prior to the July 24, 2019 hearing were admitted into the record. No written evidence was submitted to the County during the hearing; and

WHEREAS, during the open record period following the initial public hearing, the County received new evidence by the Appellant and Steve Sharek, Fire Chief for Clatskanie Rural Fire Protection District, and rebuttal evidence from Applicant. The evidence was admitted into the record; and

WHEREAS, after the record was closed to all other parties, Applicant submitted final written arguments in support of the Building and Electrical Permit applications, which were admitted into the record; and

WHEREAS, the Board rescheduled deliberations to August 28, 2019, because the Board's August 21, 2019 public meeting was canceled; and

WHEREAS, on August 15, 2019, the Board mailed notice that deliberations were rescheduled to August 28, 2019, and that the record would be reopened during the meeting for the Board to disclose any *ex parte* contact and provide interested persons an opportunity to ask questions and comment on the *ex parte* contact. On August 15, 2019, County staff emailed a copy of the notice to attorneys of the Appellant and Applicant; and

WHEREAS, on August 28, 2019, the Board disclosed *ex parte* contacts. Following *ex parte* contacts disclosure, the Board reopened the record and provided opportunities for

interested persons to ask questions and comment on the *ex parte* contact. The Appellant and Applicant's attorney were present. No person availed themselves of this opportunity. The Board then closed the record, deliberated and voted to tentatively approve the Building Permit and Electrical Permit;

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

1. The Board of County Commissioners adopts the following findings in support of its decision:
  - a. The above recitals are adopted as findings; and
  - b. The findings and conclusions in the final Staff Report to the Board of County Commissioners dated July 15, 2019, which is attached hereto as Attachment A and incorporated herein by this reference, to the extent those findings are consistent with this Final Order; and
  - c. The following supplemental findings:
    - i. This Final Order is a "Land Use Decision" under ORS 197.015(10)(a)(A).

The Board finds its decision in this matter is a land use decision because the Board evaluated and determined whether the park lost the NCU right for 13 spaces that were vacant during the temporary suspension. The analysis is necessary because the Appellant argues that under CCZO 1506, the spaces required to be vacant during the temporary suspension constitute a partial discontinuance and therefore, loss of NCU right for the 13 spaces.

Here, parties in this matter agree that the park was in operation, and 13 spaces were required to be vacant during the period of the temporary suspension. The issue before the Board is whether there was a partial discontinuance of these spaces because they were required to be vacant during the period of the temporary suspension. As such, the Board must conduct a planning compliance review to determine the NCU right of these spaces.

In relevant part, ORS 197.015(10)(A)(a) defines a "land use decision" as a final local government decision that "concerns the adoption, amendment or application of ... [a] land use regulation[.]" In *Madrona Park v. City of Portland*, \_\_\_ Or LUBA \_\_\_, LUBA No. 2019-032, 12 (2019), LUBA explained that "[a] local government decision 'concerns' the application of a plan provision or land use regulation if (1) the decision maker was required by law to apply its plan or land use regulations as approval standards, but did not, or (2) the decision maker in fact applied plan provisions or land use regulations." Here, the Board in fact applied a local land use regulation, CCZO 1506.

ORS 197.015(10)(b)(B) provides that a land use decision does not include a local government decision "that approves or denies a building permit issued under clear and objective land use standards." LUBA refers to ORS 197.015(10)(b)(B) as the "building permit exclusion."

*Id.* at 5. Approval or denial of a building permit typically is not considered a land use decision, “except in those limited situations where the land use standards under which a building permit is issued are not ‘clear and objective.’” *Id.* at 10. In determining whether a building permit is excluded from the definition of a land use decision under ORS 197.015(10)(b)(B), the relevant question is whether the land use standards under which it was issued are “clear and objective.” *Id.* at 11.

Here, in contrast to applying a clear and objective standard, such as a building setback or height standard, the Board applied a subjective, value-laden analysis to determine whether there was a partial discontinuance of the NCU at the park. It is undisputed that some of the park spaces were vacant for over a one-year period. However, the vacancies were the result of the County’s temporary suspension enforcement action and the Appellant’s appeal of Applicant’s permits to repair the park’s septic system. Moreover, although the spaces were vacant during that period, Applicant actively pursued permits and repairs to the septic system to maintain and operate Space 10, as well as all other spaces in the park because the septic system serves the entire park. In order to answer the question of whether there was a partial discontinuance, the Board must interpret CCZO 1506.4 to determine whether Applicant’s efforts of pursuing permits and performing repairs the park’s septic system was sufficient to continue the NCU. That analysis is subjective, value-laden and discretionary, and is therefore a land use decision.

- ii. The Board’s Interpretation of CCZO 1506.4 is Consistent with ORS 215.130.

The Board analyzed the Appellant’s argument that the Board’s interpretations erroneously substitute for a legislative procedure to adopt new criteria for determining when a use has been interrupted, as authorized by ORS 215.130(10)(b). The Board disagrees, and finds the one-year time period set forth in CCZO 1506.4 is such a criterion. The Board considered the various reasons Appellant believes the Board may not interpret CCZO 1506.4 and finds them unpersuasive.

ORS 215.130(10) authorizes counties to adopt NCU standards and procedures, to the extent that they are consistent with ORS 215.130. ORS 215.130(10)(b) provides that counties may establish “criteria to determine when a use has been interrupted or abandoned” under ORS 215.130(7)(a). In *Landwatch Lane County v. Lane County*, \_\_\_ Or LUBA \_\_\_ (LUBA No. 2017-077, 20, February 26, 2018), *aff’d w/o op.* 292 Or App 415, 421 P3d 432 (2018). LUBA explained that:

ORS 215.130(7)(a) contains only a general prohibition on resumption of an interrupted nonconforming use, and ORS 215.130(10)(b) leaves it to counties, if they choose, to adopt and apply the criteria and standards for determining whether a nonconforming use has been interrupted.

Under ORS 197.829(1), LUBA is required to defer to a local government's interpretation of its land use regulations unless the interpretation is inconsistent with the *express* text of the regulation, the purpose of the regulation, the underlying policy implemented by the regulation, or a state law that the regulation carries out. The Board acknowledges that CCZO 1506 was adopted to implement ORS 215.130, and that CCZO 1506 cannot be applied or interpreted in a manner that conflicts with ORS 215.130.

ORS 215.130(7)(a) does not specify the length of time required to constitute a “period of interruption or abandonment,” nor does it specify what activities or lack thereof constitute “interruption or abandonment.” ORS 215.130(7)(a) provides that a NUC “may not be resumed after a period of interruption or abandonment unless the resumed use conforms with the requirements of zoning ordinances or regulations applicable at the time of the proposed resumption.”

The Board has discretion to establish the time period of interruption and standards for determining what constitutes an interruption, so long as the standards are not contrary to ORS 215.130. The County established a one-year time period for a discontinuance. CCZO 1506.4 provides:

A Non-Conforming Use may be resumed if the discontinuation is for a period less than 1 year. If the discontinuance is for a period greater than 1 year, the building or land shall thereafter be occupied and used only for a conforming use.

The Board did not use the term “abandonment” in CCZO 1506.4. Consequently, a NCU right can be lost when the use has been “discontinued” for more than one year, regardless of whether an owner intends to continue the NCU.

Appellant argues that the Board’s interpretation of “discontinuance” under CCZO 1506.4 is inconsistent with the plain meaning of the statutory term “interruption” based on a contention that “discontinuance” means the same thing as an “interruption.” The Board disagrees with Appellant’s argument. ORS 174.010 prohibits courts from inserting terms that have been omitted, or omitting terms that have been inserted by a legislature. Appellant correctly states:

This rule of construction prohibits the courts from inserting a word or phrase, *Bergmann v. Hutton*, 337 Or 596, 607, 101 P3d 353 (2004) (declining to insert “limit of liability” into insurance statute), a concept of law, *Liberty Northwest Ins. Corp. v. Spivey (In re Spivey)*, 197 Or App 67, 71, 104 P3d 640 (2005) (declining to add requirement of jurisdictional time limit), or even punctuation, *State v. Webb*, 324 Or 380, 388, 927 P2d 79 (1996) (declining to change punctuation to effect different reading of statute).

Following this rule of construction, Appellant’s argument fails because the Board chose to use the term “discontinuance” and omit the term “interruption” from CCZO 1506.4. The Board has



discretion to interpret the express text of CCZO 1506.4 so long as it is consistent with ORS 215.130(7)(a). The Board finds that the term “discontinuance” is a type of interruption that does not have the exact same meaning as interruption.

Courts consider the text and context of a statute at the first step of a statutory construction analysis. *Portland Gen. Elec. Co. v. Bureau of Labor & Indus.*, 317 Or 606, 610, 859 P2d 1143 (1993), as modified by *State v. Gaines*, 346 Or 160, 171–173, 206 P3d 1042 (2009). Where a term is not defined in statute, courts will generally give the term the “plain, natural, and ordinary meaning.” *Id.*, at 611. Courts generally consider common usage definitions, and refer to dictionaries to discern the plain-meaning. *Potter v. Schlessner Co.*, 335 Or 209, 213, 63 P3d 1172 (2003) (consulting *Webster’s Third New Int’l Dictionary* (unabridged ed 1993) in absence of statutory definition).

The Board finds that no form of the word “discontinue” is defined in the CCZO; and therefore turns to the dictionary. *Webster’s Third New Int’l Dictionary* 646 (unabridged ed 1981) defines “discontinue,” in part, as “**1 a** : to break off : give up : TERMINATE : end the operations or existence of: cease to use **b obs** : to cease to attend, frequent or occupy **c** : to break the continuity of.”

The Board’s interprets “discontinuance” to mean, in part as relevant here, a period when a property owner ceases to actively pursue permits or perform substantial efforts to repair the NCU. Furthermore, the Board interprets the phrase “discontinuance is for a period greater than one year,” in part as relevant here, to mean a one-year time period beginning when a property owner ceases to actively pursue permits or perform substantial efforts to repair the NCU. There may be other circumstances in which a partial discontinuance can occur; however, the Board limits its interpretation here to the issue in this matter. Here, the determinative factor in whether there was a partial discontinuance during the temporary suspension is whether Applicant *ceased to* pursue permits and perform repairs to the septic system, not whether the spaces ceased to be occupied as Appellant argues. The Board’s interpretation of CCZO 1506.4 does not conflict with the term “interruption” used in ORS 215.130(7)(a). Appellant has not shown why this interpretation conflicts ORS 215.130(7)(a). The Board’s interpretation of CCZO 1506.4 is entitled to deference by LUBA and reviewing courts because the Board’s interpretation does not conflict with the express text of ORS 215.130.

iii. The Board Finds No Partial Discontinuance of the NCU at the Park.

The Board agrees with Appellant’s assertion that a NCU can be partially discontinued. *Coonse v. Crook County*, 22 Or LUBA 138, (1991); *Hendgen v. Clackamas County*, 115 Or App 117, 836 P2d 1369 (1992); *Clackamas County v. Gay*, 133 Or App 131, 890 P2d 444 (1995); and *Suydam v. Deschutes County*, 29 Or LUBA 273, (1995). Appellant acknowledges that the park in its entirety is the NCU and that individual spaces are “part” of that NCU. In this matter, the parties agree that the park is a lawfully established NCU that consists of 46 mobile home and RV spaces, and the park was in operation and 13 spaces were required to be vacant during the period of the temporary suspension. However, for the reasons stated below, the Board disagrees with

Appellant's argument that there was a partial discontinuance of NCU at the park during the temporary suspension.

The Board rejects Appellant's argument that repairs must be completed within one year to continue a NCU. In *Crosley V. Columbia County*, 65 Or LUBA 164, 173-174 (2012), LUBA explained that some maintenance and repair activities completed under ORS 215.130(5) and CCZO 1506.2 may be sufficient to continue a NCU and avoid a discontinuance of a NCU of the property under CCZO 1506.4. LUBA explained that not all levels of maintenance activities will be sufficient to continue a NCU. For an example, LUBA stated "it seems highly unlikely that a maintenance action to fix a broken window in a large nonconforming industrial building would be sufficient to constitute a continuation of that nonconforming industrial use if that building was vacant and unused for industrial use during the year the window was replaced." *Id.* at 178 n 6. In *Crosley*, LUBA found "even if petitioner's claims to have taken steps to control pests, maintain riparian vegetation, plant trees and eliminate invasive species are accepted as true, we understand the county to have found that such activities are not sufficient to continue construction of the residence. We agree with the county." *Id.* at 177.

Here, Applicant actively pursued permits or performed repairs to the park septic system without ceasing those efforts for a period greater than one year during the temporary suspension. Soon after the County issued the temporary suspension on February 22, 2017, Applicant sought to obtain a construction permit from DEQ, prepared engineering plans, and performed repairs to the park septic system to meet public health and safety standards. In order for DEQ to issue a construction permit allowing Applicant to perform the septic system repairs, Applicant was required to obtain a LUCS from the County with a finding that proposed septic system repairs were consistent with the CCZO. On June 13, 2017, LDS issued LUCS 17-44 with such a finding. On June 22, 2017, Appellant filed an appeal of LUCS 17-44 with the County. As a result of the appeal, Applicant was prohibited from implementing septic repairs because DEQ could not issue a final construction permit to perform the repairs until the LUCS 17-44 appeal was resolved in Applicant's favor. In September 2017, Applicant requested DEQ provide an extension to complete the corrective action by August 31, 2018 because DEQ had not issued a final construction permit that would allow Applicant to implement on-site septic system repairs, and much of the proposed construction required excavation in areas known to be wet during winter months and it was ill advised to initiate construction work during that time. On October 23, 2017, soon after the Board tentatively approved LUCS 17-44, DEQ issued Applicant a final construction permit to complete septic system repairs. On July 18, 2018, Applicant's consultant submitted an engineering report to DEQ concluding that the septic repairs were completed, inspected, and certified. On July 23, 2018, DEQ issued a letter that corrective actions and septic system repairs had been completed. On August 13, 2018, the County lifted the temporary suspension upon receiving notice from DEQ that the park's septic system was repaired sufficient to meet DEQ's on-site wastewater public health and safety standards. The Board concludes that Applicant performed sufficient efforts to complete the repairs without ceasing those efforts for a period greater than one year during the temporary suspension.

The Board rejects Appellant's argument that the right to continue a NCU under ORS 215.130(5) and alter the use in order to comply with health and safety requirements "has no applicability here." The Board agrees with Applicant's argument that a one year time limit to complete repairs would be an unlawful condition contrary to CCZO 1506.2 and ORS 215.130(5). CCZO 1506.2 and ORS 215.130(5) allow for Normal Maintenance and Repairs of NCUs. ORS 215.130(5) prohibits the County from placing conditions on the continuation of NCUs when repairs are necessary to comply with state or local health and safety requirements. CCZO 1506.2 and ORS 215.130(5) allow for normal maintenance and repairs to maintain a NCU in good repair and comply with public health and safety standards. CCZO 1506.2 provides:

"Normal Maintenance and Repairs: Normal maintenance of a Non-Conforming Use is permitted, including structural alterations to the bearing walls, foundation, columns, beams, or girders, provided that: A. No change in the basic use of the building occurs that would make the use less conforming to the district."

ORS 215.130(5) provides:

"The lawful use of any building, structure or land at the time of the enactment or amendment of any zoning ordinance or regulation may be continued. Alteration of any such use may be permitted subject to subsection (9) of this section. Alteration of any such use shall be permitted when necessary to comply with any lawful requirement for alteration in the use. Except as provided in ORS 215.215 (Reestablishment of nonfarm use), a county shall not place conditions upon the continuation or alteration of a use described under this subsection when necessary to comply with state or local health or safety requirements, or to maintain in good repair the existing structures associated with the use. A change of ownership or occupancy shall be permitted."

The Board finds that pursuing public health and safety permits and performing associated repairs is considered normal maintenance and repairs, which are necessary to maintain the NCU in good repair. The Board finds that the temporary suspension was issued because DEQ required the septic system to be repaired to meet health and safety standards. The septic system repairs completed during the time of the temporary suspension were necessary to comply with DEQ public health and safety standards and maintain the existing spaces in good repair. ORS 215.130(5) therefore prohibits the County from applying CCZO 1506.4 to the park during the temporary suspension.

The Board previously found in its Order No. 80-2017 that ORS 215.130(5) prohibits placement of conditions on continuation of NCUs for maintaining the septic system in good repair, and concluded that the Appellant's demand that the County must limit the time period for completion of the septic repairs and upgrades to one year following February 22, 2017 is

effectively a condition on the repairs required for health and safety, which the County lacks authority to place on the LUCS, septic system permits, or the existing NCU approvals. The Board notes that finding was not appealed and remains in effect for this property, and concludes that the Appellant's arguments to the contrary are a collateral attack on that prior land use decision.

The Board rejects Appellant's argument that the one-year time period for a discontinuance applies during the time period of active permit applications and appeals because such an application would lead to an unintended and absurd result of allowing a project opponent to force the discontinuance of a NCU by simply appealing a permit until the one-year time period expired. The Board finds the effect would be that an owner of a NCU would be discouraged from applying for permits for repairs or other routine work and that public policy should encourage the owners of NCUs to obtain permits when necessary to comply with health and safety standards.

Based on the foregoing facts, the Board's interpretations and analysis, the Board finds that the park's NCU was not partial discontinued because Applicant performed substantial efforts to complete the repairs without ceasing those efforts for a period greater than one year during the temporary suspension period. Therefore, Applicant retains its NCU right for the 13 spaces required to be vacant during the temporary suspension.

iv. The Building and Electrical Permits Do Not Unlawfully Expand the NCU at the Park.

The Board considered the Appellant's argument that replacement of an RV with a single wide mobile home, or replacement of a single wide mobile home with a double wide, is an unlawful expansion of the NCU park use. For the reasons stated below, the Board rejects the Appellant's argument that the Building and Electrical Permits allow for an unlawful expansion of the NCU at the park.

The size of an individual mobile home or RV allowed in a space is determined by the boundaries established in an approved site/plot plan. The Board interprets the expansion of NCU provisions in CCZO 1506.5 and 1506.9 to not apply where an existing mobile home or RV is replaced with a larger model when it fits within an approved space, because the scope of a NCU at a mobile home park use is measured by the total land area and number of spaces. CCZO 1506.5 provides:

A Non-Conforming building or use may be rebuilt, moved, or changed in use to a use of the same restrictive classification or expanded, subject to the provisions outlined herein, if upon review in accordance with Section 1601 the Director finds all the following to exist:

- A. That such modifications are necessary because of practical difficulties or public need;

- B. That such modifications are not greater than are necessary to overcome the practical difficulties or meet the public need;
- C. That such modifications will not significantly interfere with the use and enjoyment of other land in the vicinity, nor detract from the property value thereof; and
- D. That such modifications will not endanger the public health, safety, and general welfare.

CCZO 1506.9 provides:

A Non-Conforming Use may be expanded one time only. This expansion shall not exceed 40% of the square footage on the ground level of the existing structure, pursuant to Section 1506.5.

Here, the Board finds that the lawfully established NCU is the park in its entirety, which consists of 46 spaces. Here, the site/plot plan for the park does not limit the type of mobile home to a single or double wide. The size of the proposed mobile home and RV fit within the approved boundaries of Space 10. This application does not propose an increase in spaces, nor does it propose an increase in land area. Therefore, the Board finds that approval of the permits does not authorize an unlawful expansion of the NCU at the park because the proposed mobile home placement and RV electrical improvements do not increase the approved size or location of Space 10.

v. ORS 446 and Oregon Uniform Fire Code Do Not Apply to this Decision.

The Board rejects Appellant's arguments that the County must apply ORS 446 and Oregon Uniform Fire Code to the Building Permit and Electrical Permit applications as part of a land use process because the statute and code are not land use regulations.

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2. Based on the foregoing and the whole record in this matter, the Board APPROVES Building Permit No. 192-19-000377-MD to allow for the replacement of a manufactured home and Residential Electrical Permit No. 192-19-000602-ELEC to allow the replacement of a service meter, installation of a grounding system and installation of a 50 amp RV outlet in Space 10 of the park.

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

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

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

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

Approved as to form

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

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

**COLUMBIA COUNTY LAND DEVELOPMENT SERVICES  
BOARD OF COUNTY COMMISSIONERS  
STAFF REPORT**

July 15, 2019

**FILE NUMBER:** a). Appeal of Building Permit No. 192-19-000377-MD  
b). Appeal of Electrical Permit No. 192-19-000602-ELEC

**PROPERTY OWNER(S):** Deer Pointe Meadows, LLC – Dale Strom  
13825 Weir Road  
Beaverton, OR 97008

**PROPERTY LOCATION:** 25231 Alderbark Road, Rainier, Oregon  
(Deer Pointe Meadows Mobile Home Park is located approximately four miles west of the City of Rainier, south and east of Price Road).

**TAX ACCT. NUMBER:** 7315-020-01900 and 7315-020-1902

**ZONE:** (RR-5) Rural Residential – 5

**SIZE:** Tax Lot 1900 ~ 10.39 acres  
Tax Lot 1902 ~ 5.88 acres (Previously known as Tax Lot 2400)  
Total = 16.27 acres

**REQUEST:** Appeal of the administrative decisions by the Land Development Services Director for the issuance of an electrical permit and a building permit for the siting of a manufactured dwelling in space 10 of the Deer Pointe Meadows Mobile Home Park.

<b><u>REVIEW CRITERIA:</u></b>	<b><u>Page</u></b>
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Oregon Revised Statutes	5
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**BACKGROUND / HISTORY:**

The Deer Pointe Meadows Mobile Home Park is located at 25231 Alderbark Road, approximately four miles west of the City of Rainier. Currently, the park consists of 46 mobile home / RV spaces and a laundry room located on tax lot 1900. The wastewater treatment facility, regulated under Water Pollution Control Facility (WPCF) permit # 101436 is located on a portion of tax lot 1900 and on tax lot

1902. Tax lot 2501 is an adjacent property owned by Deer Pointe Meadows, LLC (Dale Strom) but it is not part of the Mobile Home Park and is not part of this review.

This mobile home park has had a long history of septic system issues and repairs going back to 1975; see Attachment 1, Timeline of Events. For the sake of brevity, every septic system repair permit will not be discussed in this report. However, it is appropriate to point out that the appellant, neighbor Don Campbell, has previously appealed a septic system repair permit to the Oregon Land Use Board of Appeals (LUBA). LUBA affirmed the County's decision to issue a septic repair permit for Deer Pointe Meadows Mobile Home Park and that the repairs were consistent with the zoning ordinance and were approved alterations to a nonconforming use (LUBA Final Opinion and Order No. 2012-060).

Deer Pointe Meadows (DPM) Mobile Home Park has existed on the subject property since 1965, pre-dating the rural residential zoning (RR-5). The zoning came into effect on August 1, 1984 with the adoption of the Columbia County Zoning Ordinance (Ord. 84-4) that enacted zoning on all properties in the County.

The owner of the mobile home park applied for a verification of non-conforming use and expansion of non-conforming use on April 26, 1994, reference planning file number NCU 3-94. On February 21, 1996, the Board of County Commissioners adopted Board Order 38-96 where they determined the mobile home park was a legal non-conforming use and that there were 33 lawfully established mobile home / RV spaces in the park and allowed an expansion to 46 spaces. (Reference Attachment 1, Timeline of Events).

A non-conforming use is defined by Section 100.72 of the Columbia County Zoning Ordinance as

*A use or structure lawfully existing at the time this Ordinance became effective and which does not conform with the use regulations of the district in which it is located.*

In this case, the non-conforming use is the existence and operation of a Mobile Home Park business in the Rural Residential (RR-5) zone, since Mobile Home Parks are not listed as an allowed use in the RR-5 zone, Section 600 of the Columbia County Zoning Ordinance (CCZO).

On February 14, 2000, the County Planning Commission approved a site design review (File DR 00-16) and a setback variance (File V 00-04) application to allow the re-configuration of the park consistent with the expansion approval given in Board Order 38-96. The expansion was constructed in conformance with the conditions of approval and completed in September of 2001.

On November 10, 2016, DEQ sent a letter to the park owner informing him that a corrective action plan would be needed to address an unlawful discharge from the Park's septic system. It is important to note, the mobile home park business was fully operating at this time.

On January 25, 2017, the park owner hires a septic system design consultant and meets with DEQ to discuss how to fix the septic system. DEQ follows up with a "warning letter with opportunity to correct" on January 30, 2017. In order to halt any additional flow in the septic system and in cooperation with DEQ, Columbia County issues a letter for "Temporary suspension of mobile home/recreational vehicle placements, replacements or new occupancy in the Mobile Home Park" dated February 22, 2017. The majority of the spaces within the park were occupied at the time the temporary suspension was issued and remained so throughout the duration of the repair process.

On June 13, 2017, Columbia County Planning issued a Land Use Compatibility Statement (File LUCS 17-44) which finds that septic system repairs for the mobile home park are consistent with the Columbia County Zoning Ordinance. Neighbor Don Campbell files an appeal of LUCS 17-44. As a result of the appeal, DEQ



could not issue a septic system construction permit because the land use authority for the septic system repair was being challenged. It should be noted that the park owner was working in good faith with the County and DEQ to fix the Park's septic system, but was being prohibited from beginning construction because he could not obtain the septic repair permit from DEQ due to the appeal from neighbor Don Campbell.

August 23, 2017, the Board of County Commissioners held a public hearing on the appeal of LUCS 17-44 and continues the deliberations to October 11, 2017, where they uphold the Planning Department's decision to approve the LUCS 17-44 and thus confirming the finding that septic system repairs for the mobile home park are consistent with the Columbia County Zoning Ordinance (1506.2). The Board of Commissioners decision became final on November 8, 2017 after the appeal period closed with no further appeal. (Reference Board Order 80-2017 re: LUCS 17-44).

On July 23, 2018, DEQ issues a letter that corrective actions to repair the Park's septic system had been completed. It should be noted that not only had the park been occupied during the repair process, the septic system repair was designed and installed to accommodate 46 dwelling units consistent with the 46 allowed spaces in the park approved by Board Order 38-96. Columbia County Planning responds to the DEQ letter that the septic system was complete, functioning and no longer a public health hazard by sending an email on August 13, 2018, lifting the previous temporary suspension letter that had been issued.

Neighbor, Don Campbell filed an appeal to LUBA within 21 days of August 13<sup>th</sup> claiming the County failed to enforce the zoning ordinance that prohibits the continuance of a use that has been fully or partially discontinued for over one year. On January 17, 2019, LUBA issued a final opinion transferring the case to Circuit Court. In the final opinion LUBA held that the challenged decision was not a land use decision because the decision was based on DEQ regulation OAR 340-071-0130(9) and the County was not required to apply NCU standards under CCZO 1506.4 to the decision. LUBA found that absent a "development application, code enforcement proceeding", or other proceeding under the CCZO or the Columbia County Enforcement Ordinance (CCEO), the County was not required to determine whether there had been a discontinuance of a NCU when lifting the temporary suspension. LUBA No. 2018-107, 10 (2019).

On March 25, 2019, park owner, Dale Strom applies for building permit number 192-19-000377-MD for the siting of a manufactured dwelling in space 10 of the Deer Point Meadows Mobile Home Park. As part of the building permit intake and review process, County Planning staff identified the location of the park and the space within the park and determined it was one of the 46 spaces authorized by the Board of Commissioners in Board Order 38-96. Finding that space 10 was an authorized space, the next step in the intake process was to check the setbacks and determine if the Park's septic system was ready for connection. County Planning Staff found a DEQ notice that the corrective actions were completed and the system was operational. Noting the temporary suspension had been removed by the Land Development Services Director in August of 2018, and that the Park had been operational throughout the repair process and the legal non-conforming status had been maintained, there were no other barriers to placing a manufactured dwelling in space 10. County Planning Staff then issued the building permit to site a manufacture home in space 10.

Building permit number 192-19-000377-MD for siting of a manufactured dwelling in space 10 of the DPM Mobile Home Park was appealed by neighbor, Don Campbell, on April 1, 2019. The appeal claims that the building permit is a land use decision and that space 10 has been vacant for greater than 12 months and therefore has lost its non-conforming right to continue to exist as a usable space within the DPM Mobile Home Park.

Residential electrical permit number 192-19-000602-ELEC was issued on May 4, 2019. This was an online permit through the State of Oregon Building Codes Division ePermit Program that allows licensed electricians to print out their own electrical permit for smaller jobs. In this case, Dale Strom, owner of the DPM Mobile Home Park, hired Wired Up Electric LLC to replace the existing service meter with a new one, install a new grounding system, and install a 50 amp RV outlet in Space 10. County Planning staff does not review requests for electric permits.

On May 15, 2019, the County mailed the electrical permit notice to Mr. Campbell and others entitled to notice. On May 22, 2019, Columbia County received a timely appeal of the electrical permit from neighbor, Don Campbell. The electrical permit appeal alleges the County should not have proceeded with issuing an electrical permit without holding a land use hearing to discuss the nonconforming use status of space 10 within the DPM mobile home park.

Mr. Campbell argues that the NCU standards must be applied to any and all decisions made by the County concerning Deer Pointe Meadows Mobile Home Park and that notice of a permit application should have been sent to him prior to the County approving the permit.

County Planning staff disagree with both of these contentions. It is the opinion of County Planning staff, the challenged building and electrical permits are not land use decisions. However, these permits are being addressed through the County's land use process because Mr. Campbell raises a land use question; Mr. Strom desires to have this issues resolved once and for all; and this process will allow the Columbia County Board of Commissioners to address Mr. Campbell's land use issue question about DPM's NCU status. Mr. Campbell argues that NCU land use standards should be applied to any permit issued to the mobile home park for any of the 13 spaces that were vacant during the temporary suspension imposed while Mr. Strom worked to repair the park's septic system. County Planning staff do not consider the building permit to be a land use decision under ORS 197.015(10)(a) because staff based its decision on clear and objective standards. Staff do not consider the residential electrical permit to be a land use decision under 197.015(10)(a) nor a permit under ORS 215.416(11)(a)(A) because this type of permit is issued through an automated eFiling system that does not include land use criteria, such as NCU standards. Regarding the issue of notice, even if the permit was land use decision, ORS 215.416 (11)(a)(A) allows for a "permit" to be approved "without a hearing if the hearings officer or other designated person gives notice of the decision and provides an opportunity for any person who is adversely affected or aggrieved, or who is entitled to notice under paragraph (c) of this subsection, to file an appeal."

Both of the appeals in this matter have been combined into one staff report and one public hearing process. In the staff report, findings will be made addressing both appeals. Finding (a) will be for the building permit 192-19-000377-MD and Finding (b) will be for electrical permit 192-19-000602-ELEC. The matter has been scheduled to be heard at a public hearing before the Columbia County Board of Commissioners on July 24, 2019.

**REVIEW CRITERIA:**

**OREGON REVISED STATUTES:**

**ORS 197.015 Definitions**

**(10) "Land Use Decision"**

**(a) Includes:**

**(A) A final decision or determination made by a local government or special district that concerns the adoption, amendment or application of:**

- (i) The goals;**
- (ii) a comprehensive plan provision;**
- (iii) A land use regulation; or**
- (iv) A new land use regulation;**

**(B) A final decision or determination of a state agency other than the commission with respect to which the agency is required to apply the goals; or**

**(C) A decision of a county planning commission made under ORS 433.763;**

**Finding 1(a&b):** ORS 197.015(10)(a) defines a "land use decision" to include a final decision or determination made by a local government that "concerns" the application of a comprehensive plan provision or a land use regulation. For a local government decision to be a land use decision, the decision must have applied or should have applied one or more of the land use standards. *Lindsey v. City of Eugene*, 37 Or LUBA 695, 700. The Oregon Supreme Court explained that ORS 197.015(a)(A) "provides that the final decision of a local government is a "land use decision" if the decision "concerns" the application of the goals, a comprehensive plan provision, or a land use regulation." *Murphy Citizens Advisory Com. v. Josephine County*, 319 Or. 477, 482 (1994).

While local government decisions concerning land use regulations are typically considered to be a "land use decision," there are exceptions to this rule. ORS 197.015(10)(b)(A) and (B) provided exceptions to the statutory definition of a "land use decision" under ORS 197.015(10)(a). ORS 197.015(10)(b)(A) provides that a "land use decision" does not include a local government decision "that is made under land use standards that do not require interpretation or the exercise of policy or legal judgment." ORS 197.015(10)(b)(B) provides that a "land use decision" does not include a decision of a local government "that approves or denies a building permit issued under clear and objective land use standards."

The Court of Appeals has held that "issuance of a building permit does qualify as a land use decision if the standards governing the approval of a building permit do not unambiguously require the local government to reach that decision and if the decision would otherwise meet the definition of "land use decision" in ORS 197.015(10)." *Flight Shop, Inc. v. Leading Edge Aviation, Inc.*, 277 Or. App. 638, 650, 373 P.3d 177, 185 (2016) (citing *Hardtla v. City of Cannon Beach*, 183 Or. App. 219, 223–26 rev. den. (2002)). Whereas, the court held that a local government decision that "approves or denies a building permit issued under clear and objective land use standards" is not a land use decision under ORS 197.015(10). *Thomas v.*

Wasco Cty., 284 Or. App. 17, 35, 392 P.3d 741, 752 (2017), review denied, 362 Or. 666, 415 P.3d 579 (2018). The Court of Appeals has held that in determining whether a local government decision, that would otherwise meet the statutory definition of a land use decision, is exempt from the definition of a land use decision pursuant to ORS 197.015(10)(b)(A) and (B) the relevant inquiry is “whether [the applicable land use regulations] can plausibly be interpreted in more than one way. If so, they are ambiguous, and it would follow that the relevant city provisions are not ‘clear and objective,’ ORS 197.015(10)(b)(B), and that they cannot be applied without interpretation, ORS 197.015(10)(b)(A).” *Tirumali v. City of Portland*, 169 Or.App. 241, 246 (2000), rev. den.

The issuance of a building permit is a “ministerial” action if there is no exercise of discretion in approving the permit. ORS 215.402(4) defines a “permit” as a “discretionary approval of a proposed development of land under ORS 215.010 to 215.311, 215.317, 215.327 and 215.402 to 215.438 and 215.700 to 215.780 or county legislation or regulation adopted pursuant thereto.” LUBA has held that a building permit may constitute a statutory “permit” as defined by 215.402 where approval or denial of the permit requires a discretionary determination regarding whether the proposed use is allowed or not allowed under applicable land use regulations. *Frymark v. Tillamook County*, 45 Or LUBA 487, 492 (2003). ORS 215.416 (11)(a)(A) allows for a “permit” to be approved or denied “without a hearing if the hearings officer or other designated person gives notice of the decision and provides an opportunity for any person who is adversely affected or aggrieved, or who is entitled to notice under paragraph (c) of this subsection, to file an appeal.”

LUBA has held that where the only determinations that must be made for the approval of a building permit are whether the applicant has certifications concerning septic approval and electrical and plumbing permits, and those determinations do not involve application of the goals, comprehensive plan, or land use regulations, the approval of the building permit is not a land use decision subject to LUBA's jurisdiction. *Tuality Lands Coalition v. Washington County*, 22 Or LUBA 319, 326 (1991). The typical development process includes obtaining a land use approval including notice and opportunity for appeal, followed by ministerial decisions to issue septic, building, plumbing, and electrical permits.

## **OREGON REVISED STATUTES:**

### **ORS 197.015 Definitions**

#### **(10) “Land Use Decision”**

##### **(b) Does not include a decision of a local government:**

##### **(A) That is made under land use standards that do not require interpretation or the exercise of policy or legal judgment:**

**Finding 2(a&b):** No land use regulations were or should have been applied to the electrical permit 192-19-000602-ELEC and building permit number 192-19-000377-MD. There was no state planning goal, comprehensive plan provision, or specific land use regulation requiring interpretation or exercise of policy or legal judgment applied to this building permit review. The mobile home park had been approved by the Board of Commissioners (Order 38-96) to operate as a non-conforming use with 46 authorized spaces. Any policy interpretation or legal judgment was decided by the Board of Commissioners in the previous land use process that ultimately approved the mobile home park. (Reference *Willamette Oaks v. City of Eugene*, LUBA No. 2013-043). In this case, because there was a previously approved land use decision, the actual issuance of building and electrical permits are just ministerial actions. It is such a rudimentary

task that licensed electricians are allowed by state law to print out their own permit to repair an existing electrical service without even coming into the County Building Department office. It should also be noted that the approval of the subject electrical and building permits would not be considered a significant impact land use decision because the use has long been established on the property. (Reference Elliott v. Lane County LUBA No. 90-001).

**ORS 197.015 Definitions**

**(10) “Land Use Decision”**

**(b) Does not include a decision of a local government:**

**(B) That approves or denies a building permit issued under clear and objective land use standards:**

**Finding 3(a):** This statute clearly articulates that issuing a building permit is typically not a land use decision and in most cases is just a ministerial action. In rare instances, a building permit can be considered a land use decision. An example of this would be when a building permit is issued without a previous land use approval authorizing the development. In this example, the aggrieved party would have no other choice but to appeal the building permit because there was never an opportunity to appeal the land use decision. That is not the case with the issuance of the building and electrical permits that are being reviewed with this appeal. The County issued building permit number 192-19-000377-MD to site a manufactured home in DPM space 10 and the appellant claims it is a land use decision. Staff finds that issuance of the building permit was not a land use decision because it had already gone through a land use process (Board Order 38-96) and the issuance of the building permit was based upon clear and objective land use standards. The clear and objective standards in this case are:

- 1) has the mobile home park been approved as a non-conforming use in a previous land use process;*
- 2) is the space one of the authorized spaces in the land use decision;*
- 3) does the proposed manufactured dwelling meet the required setbacks; and*
- 4) is there an approved septic system that can accommodate the manufactured dwelling.*

If the answer to these questions is yes, then you can sign off the land use authorization for the building permit. In this case, the answer was yes to all of the above questions, so the County Planning Staff rightfully signed off on the land use authorization for the building permit.

**Finding 3(b):**

The electrical permit under review in this case is number 192-19-000602-ELEC, which was issued online through the State of Oregon ePermitting program. (Reference ORS 455.095 and OAR 918-050-0855). This permit allowed an existing electrical service at space 10 to be maintained and repaired. Specifically, this permit authorized the replacement of the existing service meter, the installation of a new grounding system, and the installation of a 50 amp RV outlet. The space 10 electrical service has been in place since the park was created in 1965 and was due for repair and maintenance. DPM was previously approved as

a nonconforming use through a Nonconforming Use Verification and Expansion land use process in File Number NCU 3-94 and Board Order 38-96 and again with the reconfiguration of the park in land use process file DR 00-16.

The State ePermitting system allows licensed electricians to print out their own permit without ever coming into the County office to talk with any staff. There is no land use review for issuance of an electrical permit to repair an existing electrical service. There was literally no discussion of any kind with County Planning Staff prior to the issuance of the electrical permit because no land use standards were required to be applied to the challenged electrical permit. That is quite normal for these types of electrical permit because once the land use approval to allow the use is established, notice is no longer required for each step of the actual building process or to repair existing components that have been previously approved. Using a house construction example, once you have the land use approval to build the house, you do not need to provide notice and a separate land use process for the grading permit, foundation permit, framing permit, plumbing permit, electrical permit and mechanical permit. Because land use regulations do not apply to the challenged electrical permit, no notice was required.

**ORS 197.015 Definitions**

**(10) "Land Use Decision"**

**(b) Does not include a decision of a local government:**

**(H) That a proposed state agency action subject to ORS 197.180(1) is compatible with the acknowledged comprehensive plan and land use regulations implementing the plan, if:**

**(i) The local government has already made a land use decision authorizing a use or activity that encompasses the proposed state agency action**

**Finding 4(a&b):** Similar to if the County was reviewing a State of Oregon permit, staff finds the County issuance of an electrical and a building permit to site a dwelling in space 10 of the DPM Mobile Home Park was not a land use decision and was compatible with the Comprehensive Plan and land use regulations implementing the plan because a land use decision authorizing the use had already been made. Specifically, Nonconforming Use File Number 3-94 was reviewed by the Columbia County Planning Commission and the Board of Commissioners and was approved with Board Order 38-96 which found the mobile home park to contain 33 lawfully established spaces and further authorized an expansion to 46 approved spaces. During this land use process notices were mailed, public hearings were held, findings and a decision were made by the Board of Commissioners, the notice of decision was mailed, there was an opportunity to appeal the decision, receiving no appeal, the Board Order is now final.

The fact that the DPM Mobile Home Park exists at all seems to be the primary issue for the appellant. Noting the litigious history between the appellant and park owners, it seems like a collateral attack on the nonconforming use status of the DPM Mobile Home Park is being cloaked behind appeals of septic repair permits and now appeals of building and electrical permits. The non-conforming use issue has already been decided by the Board of Commissioners and their decision is final and no longer up for debate, therefore the nonconforming use status of the mobile home park and its 46 spaces should no longer be considered and appellant's arguments on the issue should be dismissed. (Reference Flowers v. Klamath County, LUBA No. 88-112).

**ORS 215.130 Application of ordinances and comprehensive plan; alteration of nonconforming use.**

**(5) The lawful use of any building, structure or land at the time of the enactment or amendment of any zoning ordinance or regulation may be continued. Alteration of any such use may be permitted subject to subsection (9) of this section. Alteration of any such use shall be permitted when necessary to comply with any lawful requirement for alteration in the use. Except as provided in ORS 215.215, a county shall not place conditions upon the continuation or alteration of a use described under this subsection when necessary to comply with state or local health or safety requirements, or to maintain in good repair the existing structures associated with the use. A change of ownership or occupancy shall be permitted.**

**Finding 5(a&b):** The record shows the DPM Mobile Home Park was established in 1965. Zoning was first applied to the property on August 1, 1984 when the property was zoned Rural Residential (RR-5). The owner of the park applied for a non-conforming use verification and expansion permit (NCU 3-94) on April 26, 1994. The Board of County Commissioners approved Board Order 38-96 on February 21, 1996 finding there were 33 lawfully established spaces in the park and allowing a 40 percent expansion of the park to 46 permanent spaces. This section of the state statute specifically states:

*“The lawful use of any building, structure or land at the time of the enactment... of any zoning ordinance or regulation may be continued”.*

Staff finds that the DPM Mobile Home Park and space 10 did exist at the time of the enactment of the zoning ordinance and the park as well as space 10 are therefore allowed to continue to exist. This section of the state statute continues:

*“...a county shall not place conditions upon the continuation...of a use described under this subsection...”*

Staff finds that except for state or local health or safety reasons, a County is not allowed to place conditions on an approved non-conforming use. (Reference Attachment 1, Timeline of Events.) The history of this property shows the County did place a condition on the DPM Mobile Home Park for public health reasons. Specifically, due to a failing septic system, the property was placed on a temporary suspension, prohibiting any additional flow to be added to the existing septic system. Once the septic system was repaired, the temporary suspension was lifted. The appellant would like the County to continue to place conditions on the park by not allowing the use of space 10 to continue. Staff finds that not allowing the use of space 10 in the DPM Mobile Home Park would be a violation of this statute and does not support that outcome.

**ORS 215.130**

**(7)(a) Any use described in subsection (5) of this section may not be resumed after a period of interruption or abandonment unless the resumed use conforms with the requirements of zoning ordinances or regulations applicable at the time of the proposed resumption.**

**Finding 6(a&b):** Staff finds there was no interruption or abandonment of the use of the subject property as a mobile home park. Specifically, the business of operating a mobile home park never ceased and was never interrupted. Additionally, there was no partial interruption or partial abandonment of the use either. The County Board of Commissioners authorized this Mobile Home Park to contain 46 permanent spaces. Space 10 is one of the original 33 spaces of the park. While space 10 of the park may have been

vacant for a period of time while the owner of the park was investing in the business by upgrading the septic system, there was never any intention to abandon the use of space 10 within the park. The Mobile Home Park business never ceased and once the temporary suspension was lifted, the owner filed for a building permit to place a manufactured dwelling in space 10 of the park. Reference Finding 12 for additional findings determining there was no interruption or abandonment of the use.

**ORS 215.130**

**(9) As used in this section, “alteration” of a nonconforming use includes:**

- (a) A change in the use of no greater adverse impact to the neighborhood; and**
- (b) A change in the structure or physical improvements of no greater adverse impact to the neighborhood.**

**Finding 7(a&b):** This section of the statute addresses “alteration” of a nonconforming use. In this case the proposal to site a manufactured dwelling in space 10 of the DPM Mobile Home Park is not an alteration of the approved nonconforming use. Siting another manufactured home in space 10, where one has existed for many years, will cause no greater impact to the neighborhood and would not constitute a structural or physical change that would cause any adverse impacts to the neighborhood. Space 10 is a lawfully established space, within the lawfully established nonconforming use Mobile Home Park, which is allowed to continue to operate under Board Order 38-96 with 46 permanent spaces. Additionally, the repair of an existing electrical service, located in space 10 since 1965, clearly is not a change in the use and will not cause any adverse impacts to the neighborhood. If anything, it brings about positive impacts to the neighborhood now that there is a newer, safer electrical cabinet in space 10.

**ORS 446.095 Park construction and facilities. The owner or operator of a mobile home or manufactured dwelling park shall:**

- (1) Construct well-drained and hard-surfaced park streets at least 20 feet in width, unobstructed and open to traffic within the mobile home or manufactured welling park. If the owner or operator permits parking of motor vehicles on the park streets, the owner or operator shall construct the park street at least 30 feet in width.**

**Finding 8(a&b):** This statute regulates the interior roads of a mobile home park. Since the rule came into place on August 5, 1959 and the DPM Mobile Home Park was created in 1965, the park should have been constructed to this standard when it was first developed. Pursuant to ORS 446.005, the State of Oregon Department of Consumer and Business Services (DCBS) is the state department that is responsible for mobile home park plans review and construction. Furthermore, ORS 446.062 states that the DCBS is responsible for regulating parks and approval for new construction or additional lots and that no new mobile home park shall be constructed without approval by the department. Finally, ORS 446.072 indicates that DCBS is responsible for uniform enforcement of mobile home parks throughout the state. Finding no local permits for construction of a mobile home park and finding no mobile home park construction standards within local Columbia County codes, it is fair to reason that the State DCBS was responsible for the initial mobile home park design review and construction inspection. It is unclear why



the park was allowed to be built with roads that were less than 20 feet wide, but it should be noted that the park predates the establishment of the Columbia County Building and Planning Departments.

The next time that interior road standards would have been reviewed was when the park owner applied to reconfigure the park by submitting a Site Design Review application to Columbia County (permit number DR 00-16) approved on February 14, 2000. This application reconfigured the park to achieve the 46 spaces that were approved by Board Order 38-96. Review of DR 00-16 shows the 20 foot wide road standard was applied to the new road that was constructed with the expansion, but was not retro-actively applied to the existing roads in the park that were approved by the State of Oregon. It should also be noted that notice of the Site Design Review was mailed to the Clatskanie Rural Fire Protection District and that a referral and acknowledgement form signed by the Fire Chief was received into the record. The comments received back from the fire district stated "We have reviewed the enclosed application and have no objection to its approval as submitted." (Reference Attachments 8 & 9 ).

## **COLUMBIA COUNTY ZONING ORDINANCE**

### **SECTION 1506 NON-CONFORMING USES**

#### **.1 Continuation of Non-Conforming Uses or Structures:**

**Except as provided in this section, a Non-Conforming Use or structure may be continued, even though it is not in conformity with the use, height, area, and all other regulations for the district in which it is located.**

**Finding 9(a&b):** Staff finds the DPM mobile home park is a lawfully established non-conforming use that has been verified and approved by the Board of County Commissioners to contain 46 permanent spaces pursuant to Board Order 38-96. This section of the CCZO dictates that the use is allowed to continue even though it is not in conformance with other regulations. As has been stated throughout this report, the non-conforming use in this case is the entire mobile home park, not space 10 of the park. (Reference Finding 12).

### **SECTION 1506 NON-CONFORMING USES**

#### **.2 Normal Maintenance and Repairs: Normal maintenance of a Non-Conforming Use is permitted, including structural alterations to the bearing walls, foundation, columns, beams, or girders, provided that:**

**A. No change in the basic use of the building occurs that would make the use less conforming to the district.**

**Finding 10 (a&b):** In this case, the nonconforming use is the operation of a mobile home park business in the RR-5 zone. Repairing a septic system that serves the park is considered normal maintenance. Space 10 was vacant during the period the owner was making repairs to the septic system. There was no discontinuance of the use of the overall property as a mobile home park and the owner did not discontinue efforts to make the repairs for more than a year. Additionally, the septic repairs were necessary for health and safety and the County is not allowed to impose conditions pursuant to ORS 215.130(5). Once the repairs were complete, building permit 192-19-000377-MD was issued for the siting of a manufactured home in space 10 which is allowed under CCZO 1506.2.

To avoid a discontinuance of the NCU for restoration of a NCU damaged by fire, other casualty or natural disaster damage, the restoration must be “commenced” within a year of the damage and restoration efforts cannot be interrupted for more than a year. See *Jordan v. Columbia County*, 42 Or LUBA 341, 350 (2002). In *Jordan*, 42 Or LUBA at 349, LUBA stated that “[t]o the extent the challenged decision takes the position that ORS 215.130(7)(a) and CCZO 1506.4 do not require that replacement of the clubhouse must be completed within one year, we agree.” (The one year period mentioned in *Jordan* is based on the CCZO, not on ORS 215.130(7)(a) which does not establish a time period.) Staff would argue this principle in *Jordan* applies to maintenance and repairs efforts as well.

Electrical permit 192-19-000602-ELEC, was issued to repair an existing electrical service in space 10 of the DPM mobile home park and the park as a whole is a nonconforming use. The electrical repair does not change any basic use at all, as it is still a residential electrical service associated with space 10 of the park and the electrical service panel is mounted on a post, not on a building. In this case, the electrical repair is permitted outright and requires no land use process.

## SECTION 1506 NON-CONFORMING USES

- .4 Reinstatement of a Discontinued Use: A Non-Conforming Use may be resumed if the discontinuance is for a period less than 1 year. If the discontinuance is for a period greater than 1 year, the building or land shall thereafter be occupied and used only for a conforming use.**

**Finding 11(a&b):** Staff finds there was no discontinuance of the non-conforming use. The non-conforming use in this case is the business of operating a mobile home park in the Rural Residential (RR-5) zone, not space 10. Reference Findings 5, 12, and 14 in this report for additional commentary on this topic. The non-conforming use in this case is the mobile home park, defined in ORS 446.003(30) as a collection of greater than 4 mobile home spaces on one lot. The fact that space 10 was vacant for greater than 12 months does not mean the use was discontinued or abandoned in any way. The use of the land as a mobile home park never ceased. The majority of the spaces within the park were occupied and fully functional, the park owner was financially investing in the park infrastructure and the park owner was working in good faith with the County and DEQ to fix the septic system to service 46 spaces while also preparing to site a dwelling in space 10. The park owner was prohibited from obtaining a septic system repair construction permit because the permit was appealed by the neighbor, Don Campbell. The same neighbor that is appealing the current building permit is the primary cause of the delay in obtaining a septic system repair permit. This neighbor is conducting a collateral attack on the number of spaces allowed in the non-conforming use mobile home park after the Board has already approved the park to operate with 46 spaces and collaterally attacking that decision now is impermissible.

As can be expected, courts will look at the nature of a business in determining the scope of a NCU. “The nature and extent of the prior use determines the boundaries of permissible continued use after the passage of the zoning ordinance.” *Jordan v. Columbia County*, 42 Or LUBA 341, 350 (2002). *Polk County v. Martin*, 292 Or 69, 76, 636 P2d 952, 957 (1981), supports the argument that spaces can be vacant without losing their nonconforming use status...” In determining whether a NCU has been established or discontinued, it is important to consider the nature and extent of the established NCU. In *Polk County v. Martin*, 292 Or 69, 76, 636 P2d 952, 957 (1981), the Oregon Supreme Court found that “a sporadic and intermittent use may give rise to a permitted nonconforming use, with the extent of the permitted nonconforming use limited to the sporadic and intermittent use that existed prior to the enactment of the zoning ordinance.” In *Martin*, the court held that a quarry was not abandoned due to inactivity over

12 months because the nature of the business includes long stretches of time where there is no actual blasting or crushing occurring on the property. In *Warner v. Clackamas County*, 111 Or App 11, 14, 824 P.2d 423, 424 (1992), the Court of Appeals explained that *Martin* stood for the principle that the primary versus incidental nature of a use is a factor for determining the scope of a NCU, not as a factor in determining the existence of a NCU. In *Warner*, the court rejected the county's interpretation of *Martin* as standing for the principle that "a nonconforming use may be established even if the use is infrequent and does not require a substantial investment, if it is the sole, or at least a primary, use of the property." *Warner*, 111 Or App at 14, 824 P.2d 424-425. Under *Martin* and *Warner*, factors such as intermittency and infrequency of uses are relevant in determining the scope of a NCU use.

#### **RESPONSE TO APPELLANT'S LEGAL QUESTIONS:**

- 1. Because space 10 has been vacant for greater than 1 year, has it lost its non-conforming use status and the right to continue to exist as a usable space within the DPM Mobile Home Park?**

**Finding 12(a&b):** It is the opinion of County Planning staff, the 12 month non-conforming use rule does not apply to the vacancy of space 10 for several reasons. Staff believe there was no partial abandonment or discontinuance of the established non-conforming use. As discussed in detail below, the owner of the mobile home park clearly had no intent to abandon or discontinue any portion of the business. Even if the 12 month non-conforming use rule is applicable, there was no discontinuance of the NCU at the park because the owner made significant efforts to continue the use and never discontinued such efforts for a period greater than one year. The owner was proceeding in good faith with the county and DEQ to fix the septic system prior to filling the vacancy of space 10. Furthermore, Mr. Campbell's appeal of the DEQ Land Use Compatibility Statement (LUCS 17-44) delayed the owner from obtaining a septic repair construction permit during the summer season when repairs could be made, thus extending the septic repair process into the summer months of the next year. It should be noted that the decision to issue a septic repair permit for a 46 space mobile home park was affirmed and the septic system was installed according to the approved DEQ plans. Additionally, the owner of the park expended considerable financial resources to design and construct a septic system that was designed and constructed to accommodate a 46 space mobile home park.

With regards to the applicability of the 12 month non-conforming use rule, staff finds it does not apply to space 10 of DPM Mobile Home Park. A mobile home park is not listed as an allowed use in the Rural Residential (RR-5) zone, sec. 600 CCZO. A single family dwelling (including a manufactured dwelling) is listed as a permitted use, sec. 602.1 CCZO. Specifically, the non-conforming use in this case is the business of operating a "mobile home park", not the residential use of the land. It is not the placement of a manufactured home in a Rural Residential zone that is nonconforming, it is the operation of a mobile home park business with a housing density that exceeds the Rural Residential zone standards, that is the non-conforming use.

When reviewing a nonconforming use mobile home park, besides determining how many spaces are lawfully established at the time zoning was applied, the relationship of each space to each other and the carrying capacity of the land (Septic System) must be considered with the operation of the nonconforming use. Narrowly focusing on only one space does not give an accurate picture of the overall operation and function of the mobile home park. For this reason it is appropriate to view the mobile home park in its entirety, when considering the park and its nonconforming use status. Pursuant to ORS 446.003(30) it is

the collection of four or more mobile homes on one lot that make it a mobile home park, thus more than one space must be reviewed in order to review the nonconforming use status of a mobile home park.

The previously approved Board Order 38-96 verified the existing nonconforming use mobile home park contained 33 lawfully established spaces and authorized it to expand to 46 spaces. Space 10 is one of the authorized spaces allowed in Board Order 38-96 and that land use decision is final and is not subject to an after the fact collateral attack attempting to reduce the number of spaces within the park.

Staff sees the mobile home park business in its entirety as the non-conforming use. Clearly the mobile home park was operational with many people still occupying homes and RV's in the park when DEQ issued the letter requiring a corrective action plan, as well as throughout the appeal and repair processes, and continues to be occupied to date. Water, sewer, lights, garbage service, landscaping, and rent collection was still happening in the park. There has been no abandonment of any kind, intentional or otherwise. In fact the park owner showed continued financial commitment by heavily investing in the park infrastructure by significantly repairing the septic system under a Water Pollution Control Facility (WPCF) Permit with DEQ. For example, if you owned a 46 unit apartment building and it took greater than 12 months to remodel a single unit, you would not say the owner of the building has abandoned or partially abandoned any of the use of the building or a dwelling unit within it. It is the same in this situation, where the owner was financially investing in the business of operating a "mobile home park" by repairing and upgrading the septic system, as part of maintaining the long term viability of a 46 space mobile home park.

Dale Strom, owner of the Deer Pointe Meadows Mobile Home Park, did his due diligence upon purchasing the park. Specifically, he found the County Board of Commissioners decision in Board Order 38-96 that authorized the park to have 46 lawfully established spaces. The owner relied upon on this fact when he made the decision to purchase a 46 space mobile home park business in December of 2012. Per Board Order 38-96, the Board of Commissioners found there were 33 lawfully established spaces at the time zoning was applied to the property and allowed a one-time expansion for the park to permanently contain 46 spaces. At that point, the owner of the park has a protected right / vested right to continue the nonconforming use mobile home park at 46 spaces. It is important for citizens to be able to rely on land use decisions in the State of Oregon. If these types of decisions cannot be counted on by investors it will make Oregon a risky place to conduct business and will ultimately damage the economy. In this case, because space 10 of the park was vacant for greater than 12 months does not constitute and abandonment of the use or interruption of the business, since the property was continuously used as a fully functional and operating mobile home park. In fact the majority of the spaces in the park were occupied while the owner was fixing the septic system and attempting to obtain a building permit for space 10. Clearly the business of running a mobile home park was never abandoned or interrupted as the majority of the spaces in the park were occupied.

In determining whether a NCU has been established or discontinued, it is important to consider the nature and extent of the established NCU. In *Polk County v. Martin*, 292 Or 69, 76, 636 P.2d 952, 957 (1981), the Oregon Supreme Court found that "a sporadic and intermittent use may give rise to a permitted nonconforming use, with the extent of the permitted nonconforming use limited to the sporadic and intermittent use that existed prior to the enactment of the zoning ordinance." In *Warner v. Clackamas County*, 111 Or App 11, 14, 824 P.2d 423, 424 (1992), the Court of Appeals explained that *Martin* stood for the principle that the primary versus incidental nature of a use is a factor for determining the scope of a NCU, not as a factor in determining the existence of a NCU. In *Warner*, the court rejected the county's interpretation of *Martin* as standing for the principle that "a nonconforming use may be established even if the use is infrequent and does not require a substantial investment, if it is the sole, or at least a primary,

use of the property.” *Warner*, 111 Or App at 14, 824 P.2d 424-425. Under *Martin* and *Warner*, factors such as intermittency and infrequency of uses are relevant in determining the scope of a NCU use.

Similar to the quarry business in *Martin*, the sporadic and intermittent use of spaces within a mobile home park is part of the nature of this type of business and maintaining the business in such to that extent does not constitute a discontinuance of a NCU. The idea that mobile home spaces are never vacant within a park for longer than 12 months does not accurately reflect the nature of this type of business. Mobile homes and RV’s are frequently moved in and out of mobile home parks. Once a space becomes vacant, the owner typically begins to look for a new renter via advertising, online and/or with signage. Just because a space is vacant does not mean the space is not available. Similar to someone who owns a strip mall, and has one storefront that is available to rent, does not mean the owner has forever abandoned the use of that storefront. Quite the contrary, the owner is actively working to attract a new client to the business. The same goes for a mobile home park where the business is renting out spaces for people to place their mobile homes and RV’s. A vacant space in a mobile home park does not constitute discontinuance of the business. It is very common for spaces to sit vacant awaiting new renters.

Lastly, County Planning Staff needs to continue to view mobile home parks in their entirety, rather than being required to track individual spaces within each park. It would not be an efficient way to review a mobile home park by requiring individual non-conforming use applications for each space. If this were the case, the County would have had to process 46 separate non-conforming use applications for one mobile home Park. This is not a practical way to look at a mobile home park and will not give an accurate portrayal of how the park operates.

Finally, mobile home parks are an important source of low income housing for the County. By taking the position that individual non-conforming use reviews are required for each space, it will add additional land use fees and timing requirements for any mobile home that is being placed inside a park. This outcome will become a significant barrier for many low income citizens attempting to obtain affordable housing in a timely manner. The County would be wise to avoid this scenario. By contrast, the issuance of building and electrical permits for space 10 of the DPM mobile home park is consistent with the Columbia County Comprehensive Plan, Housing Goal, Policy 4:

*“Encourage development which will provide a range of choices in housing type, densities, price and rent ranges throughout the County.”*

**2. Does replacing a single-wide mobile home with a double-wide mobile home constitute an unlawful expansion of a nonconforming use?**

**Finding 13(a&b):** County staff asserts the position that replacing a mobile home with another mobile home is not an expansion of a nonconforming use. As was stated previously, the nonconforming use in this case is the business of operating a mobile home park in a Rural Residential (RR-5) zone, not the placement of a dwelling. If a mobile home can be placed within the approved space and continue to meet the required setbacks, then it can be allowed, regardless of the size of the mobile home. There is no change in the configuration of the park, the number of spaces in the park or the size of the approved space itself and therefore does not alter the nonconforming use in anyway.

If the concern is regarding the amount of septic waste (effluent) produced by the larger mobile home it should be noted that a larger home does not necessarily mean there will be more people living in the home generating additional effluent. Even if additional people do live in the larger mobile home, it does not change the sizing of the septic system associated with the mobile home park because the size of the

septic system is designated by the number of spaces in the mobile home park, not the size of each dwelling in each space of the mobile home park. DEQ uses a projected sewage flow rate for each space in the park to determine the size of the septic system and therefore, does not design the system based on the actual flow rate of each dwelling in the park. It should be noted that the design flow rate is typically two times larger than the actual flow rate. The minimum daily sewage flow established for mobile home parks is set per space and is not dictated by the size of the dwelling. Each space has a minimum design flow of 250 gallons per day, per space, although additional consideration can be taken into account to ensure adequate capacity for treatment capability based on soil and site characteristics.

In this case, the existing septic system as it is today, has been approved by DEQ under a WPCF permit and has been designed to accommodate a 46 space mobile home park. Further argument on the septic system design should not be allowed as this would be another collateral attack on a settled matter. Specifically, the septic system issue has been appealed twice already, once to LUBA (Reference LUBA No 2012-060 Campbell v. Columbia County) where the County was affirmed and a second time to the Board of Commissioners where the County Planning Department was affirmed again. (Reference Columbia County Final Order 80-2017 on the appeal of LUCS 17-44).

**3. Did the septic system repair and temporary suspension impact the vacancy of space 10 for greater than 12 months and how should that be considered?**

**Finding 14(a&b):** As was stated in Findings 11 and 12, it is the position of the County that the 12 month timeline does not apply to an individual space within a mobile home park that has been approved through a nonconforming use land use process to contain a certain number of approved spaces (Board Order 38-96). However, assuming that the 12 month rule does apply, in this case staff finds the owner of the DPM Mobile Home Park addressed the septic system failure in a timely manner with the County and DEQ and would have been able to complete the repairs within the required 12 month timeline except for the fact that the septic system construction permit was delayed due to an appeal.

It should be noted that neighbor Don Campbell appealed the LUCS for the septic system repair permit, which made it impossible for the owner to obtain a septic repair construction permit until the appeal process was complete. Once the owner was able to obtain a septic repair construction permit (October 23, 2017) the rainy season had begun. DEQ acknowledged the wet season by authorizing an extension in order to conduct the repairs the next summer, once the ground had dried out. Thus, the reason space 10 was vacant for more than 12 months was because the neighbor, Don Campbell held up the septic repair permit on appeal and that same neighbor is now arguing that because the site was vacant it has lost its protected non-conforming use status. There is something inherently unfair about the notion that one person could delay another person past the 12 month deadline and then claim the other person has abandoned the use. This delay in timing was completely out of the control of the park owner who was very responsive to DEQ and County staff and was clearly working in good faith to fix the septic system in order to place a manufactured dwelling on space 10 of DPM Mobile Home Park.

County staff does not believe the 12 month discontinuance applies to an individual space, but if it is found to apply, it certainly seems that any of the time the property was on temporary suspension waiting for the septic system should not be counted toward the 12 months. During this time the property owner was ready, willing, and able to fix the septic system and place a mobile home in space 10, but was prohibited from doing so by the County and DEQ. Additionally, throughout the process of permitting and constructing the repairs the property owner was in contact with both DEQ and the County regarding the status of the repairs. In this case, the property was on temporary suspension for 17 months (Feb. 22,

2017 – Aug. 13, 2018) and if it is found that the 12 month rule does apply to an individual space, the time spent fixing the septic system should not be counted in that calculation.

**4. How does ORS 446.095(1), which requires a 20 foot wide all weather road surface, inside mobile home parks, apply to the DPM Mobile Home Park and when should that standard be applied?**

**Finding 15(a&b):** This statute regulates the interior roads of a mobile home park. Since the rule came into place on August 5, 1959 and the DPM Mobile Home Park was created in 1965, the park should have been constructed to this standard when it was first developed. Pursuant to ORS 446.005, the State of Oregon Department of Consumer and Business Services (DCBS) is the state department that is responsible for mobile home park plans review and construction. Furthermore, ORS 446.062 states that the DCBS is responsible for regulating parks and approval for new construction or additional lots and that no new mobile home park shall be constructed without approval by the department. Finally, ORS 446.072 indicates that DCBS is responsible for uniform enforcement of mobile home parks throughout the state. Finding no local permits for construction of a mobile home park and finding no mobile home park construction standards within local Columbia County codes, it is fair to reason that the State DCBS was responsible for the initial mobile home park design review and construction inspection. It is unclear why the park was allowed to be built with roads that were less than 20 feet wide, but it should be noted that the park predates the establishment of the Columbia County Building and Planning Departments.

The next time that interior road standards would have been reviewed was when the park owner applied to reconfigure the park by submitting a Site Design Review application to Columbia County (permit number DR 00-16) approved on February 14, 2000. This application reconfigured the park to achieve the 46 spaces that were approved by Board Order 38-96. Review of DR 00-16 shows the 20 foot wide road standard was applied to the new road that was constructed with the expansion, but was not retro-actively applied to the existing roads in the park that were approved by the State of Oregon. It should also be noted that notice of the Site Design Review was mailed to the Clatskanie Rural Fire Protection District and that a referral and acknowledgement form signed by the Fire Chief was received into the record. The comments received back from the fire district stated “We have reviewed the enclosed application and have no objection to its approval as submitted.” (Reference Attachments 8 and 9).

**5. Should Columbia County Land Development Services be required to enforce Uniform Fire Codes?**

**Finding 16(a&b):** Columbia County Land Development Services is not the responsible agency for enforcing the Uniform Fire Code (UFC). The State Fire Marshall and local fire districts have the responsibility for enforcing fire codes. That said, Columbia County has a cooperative relationship with the local fire districts and can add conditions of approval to land use decisions based on comments received from the fire district. However, as stated in Finding 4, no comments were received from the fire district during the site design review process (DR 00-16) indicating that additional conditions should be added to address UFC standards. (Reference Attachments 8 and 9).

## **SUMMARY:**

The DPM Mobile Home Park was created in 1965. Zoning was applied to the property in 1984. With review of Planning File (NCU 3-94), the Board of County Commissioners verified the nonconforming use mobile home park, determined it contained 33 lawfully established spaces and allowed a one-time expansion of the park to 46 permanent spaces and adopted by Board Order 38-96. In order to reconfigure the park to achieve the expansion approved by the Board, the park owner followed up with a second land use process that included a Site Design Review (DR 00-16) and Variance (V00-04) application that was approved by the Columbia County Planning Commission. Notice and opportunity to appeal were provided in both land use processes

In January of 2017, DEQ sends a “Warning Letter with Opportunity to Correct” to the park owner regarding a failing septic system. In cooperation with DEQ, Columbia County issues a temporary suspension letter to the park owner, prohibiting any additional flow into the septic system. The park owner immediately hires a septic design consultant and engages with the County and DEQ to fix the septic system. Neighbor, Don Campbell, appeals the LUCS (17-44) for the septic repair permit. The Board of Commissioners affirms the decision to issue a septic repair permit in November of 2017 (Final Order 80-2017) and this decision is not further appealed and becomes final. At that point in the year (November) the ground is too wet for any major repair work and DEQ issues an extension to complete the repairs the next summer once the ground has dried out. The park owner completes the repairs and DEQ issues a letter that corrective actions have been completed in July of 2018. The County follows DEQ on this issue and sends a letter lifting the temporary suspension and allowing new connections to the repaired septic system in August of 2018.

Neighbor, Don Campbell files a timely appeal to LUBA claiming the County failed to enforce the zoning Ordinance that “prohibits the continuance of a use that has been fully or partially discontinued for over one year.” On January 17, 2019, LUBA issues a final opinion and order (LUBA No. 2018-107) transferring the case to Circuit Court.

On March 25, 2019 Columbia County issues a building permit (192-19-000377-MD) to site a mobile home in space 10 of the DPM mobile home park. Neighbor, Don Campbell files an appeal of the building permit claiming it is a land use decision and that the park owner has lost his protected non-conforming right to use space 10 of the mobile home park because it has been vacant for over 12 months.

On May 4, 2019, the park owner hires Wired Up Electric to upgrade the electrical service of Space 10 in the DPM mobile home park. The licensed electrician pulls an online electrical permit to repair an existing electrical service. (Reference permit number 192-19-000602-ELEC, Attachment 4) The description of work on the electrical permit states “Replaced service meter with new, Installed new grounding system, Installed 50 amp RV outlet.” Once the electrical service was repaired, the park owner moved a park model RV, 1996 Plate Number N635332, on to space 10. It should be noted for the record that a park model RV does not require a building permit for placement in a park. Legal counsel for the appellant contacted County Counsel and it was agreed that Columbia County Planning would send a notice of the electrical permit in order to allow an appeal by the neighbor, Don Campbell and to allow the combination of the building permit and electrical permit to be reviewed in a single public hearing process. Notice of the electrical permit was mailed on May 15, 2019. A timely appeal was filed on May 22, 2019, by neighbor, Don Campbell. A public hearing before the Board of Commissioners was then set for July 24, 2019.



County staff have responded to the legal arguments and review criteria with findings contained in this staff report. It is the position of the County that the nonconforming use approval of Board Order 38-96 has authorized the DPM mobile home park to have continuous use of 46 permanent mobile home / RV spaces except in a case involving a public health hazard due to water and sewer issues.

Secondly, when reviewing the non-conforming use status of a mobile home park, it is the policy and practice of the County to review the park in its entirety. The non-conforming use in this instance is the existence of a mobile home park business in the Rural Residential (RR-5) zone, not the residential use of the land or the individual use of any one space within the park.

Furthermore, findings have been made in this report that show that the building permit and electrical permit in question with these appeals are not a land use decision. It is not appropriate to use the land use appeal process on common ministerial decisions to wage continued collateral attacks on the number of spaces allowed in the park. The number of spaces allowed in the DPM mobile home park was set by the Board of Commissioners with Board Order 38-96 and that decision is final and no longer up for debate.

This staff report also makes findings that show the park owner relied upon Board Order 38-96 authorizing 46 spaces in the DPM mobile home park when he purchased the park and that the owner has a protected/vested right to continue the operation of those 46 spaces.

It has also been shown in the report that there was no partial discontinuance of the non-conforming use. Even though space 10 was vacant for greater than one year, the overall nonconforming use of the land is a mobile home park and it never ceased operation.

This staff report also explains how the park owner was working in good faith with the DEQ and the County in fixing the septic system in order to accommodate the waste generated by a 46 space mobile home park as well as repairing the electrical service in space 10. The park owner was actively investing in the park infrastructure and was financially committed to the operation of a 46 space mobile home park business.

The record also shows that the neighbor and appellant in this case, Don Campbell, appealed the septic installation permit, thus delaying the issuance of septic construction permit. The park owner was prohibited from fixing the septic system and placing a dwelling in space 10 while the property was on temporary suspension waiting for the appeal process to run its course. Ultimately, the County decision to approve the septic repair permit was affirmed by the Board of Commissioners.

Findings have also been made indicating the nature of operating a mobile home park business includes sporadic and intermittent use of spaces as mobile homes and RV's are frequently moved in and out of the spaces within mobile home parks. Because individual spaces within a park might be vacant, does not mean they are not available to rent. It is the nature of this type of business to have vacant spaces while the park owner tries to attract new renters to the park. In no way does it indicate the park owner has abandoned the use. Because the nature of a mobile home park includes sporadic and intermittent use of spaces, even for a period greater than one year, a mobile home park cannot be considered abandoned nor partially discontinued by the sole fact that a space is temporarily vacant.

Finally it has been shown that it would be bad public policy to begin to require a non-conforming use land use review every time a person tries to place a mobile home or RV in an existing mobile home park. Maintaining this position is impractical to administer and for this mobile home park alone would require 46 separate land use applications and would require a new one every time a new dwelling was brought into the park. This would increase the time and expense of siting a home and will have negative impacts to low income citizens and is not consistent with the Housing policy of the Columbia County Comprehensive Plan.

**STAFF RECOMMENDATION**

Based on the findings and facts of this staff report for the appeal of Building Permit 192-19-000377-MD, Staff recommends the Columbia County Board of Commissioners **APPROVE** the building permit allowing the placement of a manufactured dwelling in space 10 of the Deer Pointe Meadows Mobile Home Park.

Additionally, based on the findings and facts of this staff report for the appeal of Electrical Permit 192-19-000602-ELEC, Staff recommends the Columbia County Board of Commissioners **APPROVE** the electrical permit allowing repairs to be made to an existing electrical service in space 10 of the Deer Pointe Meadows Mobile Home Park.



**Attachments:**

1. Timeline of Events
2. Approved Site Plan for Deer Pointe Meadows Mobile Home Park
3. Building Permit 192-19-000377-MD
4. Electrical Permit 192-19-000602-ELEC
5. Board Order 38-96 on Nonconforming Use Verification NCU 3-94
6. Final Order on Design Review DR 00-16
7. Final Order on Variance V 00-04
8. Clatskanie Fire District comments on DR 00-16
9. Clatskanie Fire District comments on V 00-04
10. Board Order 80-2017 on Septic Repair Permit LUCS 17-44
11. LUBA Final Opinion and Order 2018-107
12. LUBA Final Opinion and Order 2012-060
13. Comments from the Columbia County Building Official
14. Appeals information submitted by the appellant for 192-19-000377-MD
15. Appeals information submitted by the appellant for 192-19-000602-ELEC

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

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

WHEREAS, the parties desire to amend the contract amount for Fiscal Year 2019-2020;

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

1. Section 4 is amended to read as follows:

"4. Consideration. For fiscal years 2007-2008, 2009-2010, 2010-2011, and 2011-2012, County shall pay Contractor on a fee-for-service basis, an amount not to exceed Sixty-two Thousand Eight Hundred Seven Dollars (\$62,807) said amount to be the complete compensation to Contractor for the services performed under this agreement. For fiscal year 2012 - 2013, County shall pay Contractor on a fee-for-service basis an amount not to exceed Sixty-seven Thousand Eight Hundred Seven Dollars (\$67,807). For fiscal year 2013 - 2014, County shall pay Contractor on a fee-for-service basis an amount not to exceed Ninety Eight Thousand Dollars (\$98,000). For fiscal year 2014-2015, County shall pay Contractor on a fee-for-service basis an amount not to exceed Eighty-Nine Thousand Seven Hundred Dollars (\$89,700). For fiscal year 2015-2016, County shall pay Contractor on a fee-for-service basis an amount not to exceed Eighty-one Thousand Five Hundred Eighty-one Dollars and Twenty-nine cents (\$81,581. 29). For fiscal year 2016-2017 County shall pay Contractor on a fee-for-service basis an amount not to exceed Eighty-Six Thousand Five Hundred and Sixty-two Dollars (\$86,562). For fiscal year 2017-2018 County shall pay Contractor on a fee-for-service basis an amount not to exceed One Hundred Seventeen Thousand Two Hundred Eighty-eight Dollars (\$117,288). For fiscal year 2018-2019 County shall pay Contractor on a fee-for-service basis an amount not to exceed One Hundred Sixty-one Thousand Two Hundred Two Dollars and Forty cents (\$161,202). For fiscal year 2019-2020 County shall pay Contractor on a fee-for-services basis an amount not to exceed One Hundred Thirty-five Thousand Six Hundred Eighty-eight Dollars (\$135,688). This fee shall include all expenses. Unless otherwise agreed to in writing by the parties, payment shall be made on a quarterly basis with the first payment due on October 1 of each year. This Agreement is subject to the appropriation of funds by County, and/or the receipt of funds from state and federal sources. In the event sufficient funds shall not be appropriated, and/or received, by County for the payment of consideration required to be paid under this Agreement, then County may terminate this Agreement in accordance with Section 16 of this Agreement. In addition, County shall transfer to Contractor all ownership rights to an HP G60T Notebook PC laptop, including one Microsoft Office home license."

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

COMMUNITY ACTION TEAM, INC.

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

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

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

Henry Heimuller, Chair

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

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

Margaret Magruder, Commissioner

Title: \_\_\_\_\_

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

Alex Tardif, Commissioner

Dated: \_\_\_\_\_

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

Approved as to form:

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

County Counsel's Office



**SECOND AMENDMENT TO OREGON HEALTH AUTHORITY  
2019-2021 INTERGOVERNMENTAL AGREEMENT FOR THE  
FINANCING OF PUBLIC HEALTH SERVICES**

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

This Second Amendment to Oregon Health Authority 2019-2021 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2019, (as amended the “Agreement”), is between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and Columbia County (“LPHA”), the entity designated, pursuant to ORS 431.003, as the Local Public Health Authority for Columbia County.

**RECITALS**

WHEREAS, OHA and LPHA wish to modify the Program Element Table as set forth in Exhibit A of the Agreement;

WHEREAS, OHA and LPHA wish to modify the Fiscal Year 2020 (FY20) Financial Assistance Award set forth in Exhibit C of the Agreement;

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

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

**AGREEMENT**

- Exhibit A “Definitions”, Section 16 “Program Element” is amended to add if new or replace if existing, the following Program Element titles and funding source identifiers as follows:

<b>PE NUMBER AND TITLE</b> • SUB-ELEMENT(S)	<b>FUND TYPE</b>	<b>FEDERAL AGENCY/ GRANT TITLE</b>	<b>CFDA#</b>	<b>HIPAA RELATED (Y/N)</b>	<b>SUB-RECIPIENT (Y/N)</b>
<u>PE 27</u> Prescription Drug Overdose Prevention (PDOP)	FF	CDC /Injury Prevention and Control Research and State and Community Based Programs SAMHSA/Oregon State Opioid Response	93.136 93.788	N	Y

- Exhibit C entitled “Financial Assistance Award” of the Agreement for FY20 is hereby superseded and replaced in its entirety by Attachment A attached hereto and incorporated herein by this reference. Attachment A must be read in conjunction with Section 3 of Exhibit C.
- Exhibit J “Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200” is amended to add to the federal award information datasheet as set forth in Attachment B, attached hereto and incorporated herein by this reference.

4. LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 2 of Exhibit E of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
5. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
6. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
7. The parties expressly ratify the Agreement as herein amended.
8. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.
9. This Amendment becomes effective on the date of the last signature below.

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

**10. Signatures.**

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

**COLUMBIA COUNTY LOCAL PUBLIC HEALTH AUTHORITY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY**

*Approved by Steven Marlowe, Senior Assistant Attorney General on July 26, 2019. Copy of emailed approval on file at OHA, OC&P.*

**REVIEWED BY OHA PUBLIC HEALTH ADMINISTRATION**

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

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

State of Oregon Oregon Health Authority Public Health Division			Page 1 of 2	
<b>1) Grantee</b> Name: Columbia County		<b>2) Issue Date</b> August 09, 2019		<b>This Action</b> AMENDMENT FY 2020
Street: 230 Strand Street City: St. Helens State: OR Zip Code: 97051		<b>3) Award Period</b> From July 1, 2019 Through June 30, 2020		
<b>4) OHA Public Health Funds Approved</b>				
<b>Program</b>		<b>Award Balance</b>	<b>Increase/ (Decrease)</b>	<b>New Award Bal</b>
PE01-01	State Support for Public Health	15,070	47,611	62,681
PE02	Cities Readiness Initiative	32,364	0	32,364
PE12	Public Health Emergency Preparedness and Response (PHEP)	77,494	0	77,494
PE13-01	Tobacco Prevention and Education Prgram (TPEP)	17,319	11,546	28,865
PE27-04	PDOP Naloxone Project (SOR)	0	15,380	15,380
PE36	Alcohol & Drug Prevention Education Program (ADPEP)	61,250	0	61,250
PE42-03	MCAH Perinatal General Funds & Title XIX	2,841	0	2,841
PE42-04	MCAH Babies First! General Funds	9,079	0	9,079
PE42-06	MCAH General Funds & Title XIX	5,329	0	5,329
PE42-07	MCAH Title V (July-Sept)	7,162	0	7,162
PE42-08	MCAH Title V (Oct-June)	21,486	0	21,486
PE43	Public Health Practice (PHP) - Immunization Services (Vendors)	16,115	0	16,115
PE46-02	RH Community Participation & Assurance of Access (July - Mar)	0	0	0
PE46-03	RH Community Participation & Access (State Funds)	15,899	0	15,899
PE46-04	RH Community Participation & Access Federal Funds (July-Mar)	622	0	622
PE50	Safe Drinking Water (SDW) Program (Vendors)	46,934	0	46,934
		328,964	74,537	403,501
<b>5) Foot Notes:</b>				
PE01-01	1	Initial SFY20: Award is estimated for July 1-September 30, 2019 and will be paid out at 1/3rd. Awards will be amended pending approval of the State budget.		
PE01-01	2	8/2019: SFY20 Award amended for increase for July 1, 2019-June 30, 2020. Previous footnotes are void and replaced by this one.		

State of Oregon Oregon Health Authority Public Health Division			Page 2 of 2
<b>1) Grantee</b> Name: Columbia County  Street: 230 Strand Street City: St. Helens State: OR      Zip Code: 97051	<b>2) Issue Date</b> August 09, 2019	<b>This Action</b> AMENDMENT FY 2020	
		<b>3) Award Period</b> From July 1, 2019 Through June 30, 2020	
<b>4) OHA Public Health Funds Approved</b>			
<b>Program</b>	Award Balance	Increase/ (Decrease)	New Award Bal
PE13-01 1	Initial SFY20: Award is 3 months (July-September 2019) of bridge TPEP funding and will be paid out at 1/3rd		
PE13-01 2	8/2019: Award is 5 months (July-November 2019) of bridge TPEP funding and will be paid out at 1/5th, all previous footnotes are void and replaced by this one.		
PE42-07 1	Initial SFY20: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.		
PE42-08 1	Initial SFY20: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.		
PE46-03 1	7/2019: Funding is for July 15, 2019 - June 30, 2020		
PE46-04 1	7/2019: Funding for July 1-14, 2019		
<b>6) Comments:</b>			
PE02	7/2019: Adding program element as result of Washington County relinquishing CRI lead agency status		
PE13-01	8/2019: Amending to add 2 months of funding (total award is now for July-November 2019)		
PE27-04	8/2019: \$15,380 in FY20 Available 9/1/19-6/30/20.		
PE46-02	7/2019: Reducing award to \$0 and re-allocating award to PE46-03 and PE46-04		
PE46-03	7/2019: State Funding for July 15, 2019 – June 30, 2020		
PE46-04	7/2019: Federal Funding for July 1 – July 14, 2019 only		
<b>7) Capital outlay Requested in this Action:</b>			
Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.			
<b>PROGRAM</b>	<b>ITEM DESCRIPTION</b>	<b>COST</b>	<b>PROG APPROV</b>



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

**PE27-04: PDOP Naloxone Project (SOR)**

Funding Information Table

Federal Award Identification Number (FAIN):	6H79T1081716-01M002
Federal Award Date:	7/12/2019
Performance Period:	9/30/18-9/29/20
Federal Awarding Agency:	SAMHSA
CFDA Number:	93.788
CFDA Name:	Opioid STR
Total Federal Award:	\$16,090,592
Project Description:	PDOP Naloxone Project
Awarding Official:	LeSchell D Browne
Indirect Cost Rate:	N/A
Research and Development (Y/N):	No

**PCA:** 82367

**INDEX:** 87850

Agency/Contractor	DUNS	Amount
Columbia	936002288	\$15,380

**RAIL AND PUBLIC TRANSIT DIVISION  
OREGON DEPARTMENT OF TRANSPORTATION**

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation, Rail and Public Transit Division, hereinafter referred to as "State," and **Columbia County**, hereinafter referred to as "Recipient," and collectively referred to as the "Parties."

**AGREEMENT**

1. **Effective Date.** This Agreement shall become effective on the later of **October 1, 2019** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **June 30, 2021** (Expiration Date). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 6.b.iv of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

**Exhibit A: Project Description and Budget**

**Exhibit B: Financial Information**

**Exhibit C: Insurance Requirements**

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C.

3. **Project Cost; Grant Funds.** The total project cost is estimated at **\$34,500.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$31,050.00** in Grant Funds for eligible costs described in Section 6 hereof.
4. **Project Cost; Grant Funds.** The total project cost is estimated at **\$34,500.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$31,050.00** in Statewide Transportation Improvement Funds for eligible costs described in Section 6 hereof.
5. **Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.d hereof.
6. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <http://www.oregon.gov/odot/pt/>. If Recipient is unable to access OPTIS, reports must be delivered to [ODOTPTDReporting@odot.state.or.us](mailto:ODOTPTDReporting@odot.state.or.us). Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be necessary to comply with federal or state reporting requirements.
7. **Disbursement and Recovery of Grant Funds.**
  - a. **Disbursement Generally.** State shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by State within 30 days of State's approval of a request for reimbursement from Recipient using a format that is acceptable to State. Requests for reimbursement must

be entered into OPTIS or delivered to [ODOTPTDReporting@odot.state.or.us](mailto:ODOTPTDReporting@odot.state.or.us). Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement described in Section 9 of this Agreement, in performance of the Project and that are not excluded from reimbursement by State, either by this Agreement or by exclusion as a result of financial review or audit.

- b. **Conditions Precedent to Disbursement.** State's obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
- i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
  - ii. Recipient is in compliance with the terms of this Agreement.
  - iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
  - iv. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.
- c. **Recovery of Grant Funds.** Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement must be returned to State. Recipient shall return all Misexpended Funds to State promptly after State's written demand and no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 14 days after the earlier of expiration or termination of this Agreement.

8. **Representations and Warranties of Recipient.** Recipient represents and warrants to State as follows:

- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient 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 Recipient of this Agreement.
- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from any federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify State immediately if it is debarred,

suspended or otherwise excluded by any state or federal agency or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

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

**9. Records Maintenance and Access; Audit.**

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State and the Secretary to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit State to verify how the Grant Funds were expended.
- d. **Audit Requirements.**
  - i. Recipient shall, at Recipient's own expense, submit to State, Public Transit Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to [ODOTPTDreporting@odot.state.or.us](mailto:ODOTPTDreporting@odot.state.or.us), a copy of, or electronic link to, any annual audit covering the funds expended under this Agreement by Recipient or a party to any subagreement with Recipient, as well as the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.
  - ii. Recipient shall save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

**10. Recipient Subagreements and Procurements**

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.
  - i. All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
  - ii. Recipient agrees to provide State with a copy of any signed subagreement upon request by State. Any substantial breach of a term or condition of a subagreement

relating to funds covered by this Agreement must be reported by Recipient to State within ten (10) days of its being discovered.

**b. Subagreement indemnity; insurance.**

***Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.***

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

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

**c. Procurements.**

i. Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable, including all applicable provisions of the Oregon Public Contracting Code and rules. Procurements of rolling stock, facilities and personal services for any amount, and all procurements for an amount greater than \$100,000 must be approved by State prior to solicitation.

ii. Recipient shall complete all purchases, including installation, and all construction of capital assets funded under this Agreement prior to the Expiration Date of this Agreement. If local circumstances prevent purchase, installation, or construction by the specified date, Recipient will notify State in writing of the circumstances regarding the delay. Such notification must be received at least forty-five (45) days prior to the expiration of the Agreement. Agreement amendment for time will be considered in extenuating circumstances.

**d. STIF Procurements**

Pursuant to Oregon Administrative Rule (OAR) 732-044-0050(6)  
Recipient shall:

- i. Establish useful life standards for capital assets acquired pursuant to STIF Discretionary grant agreements which meet or exceed the duration of those established by State.
- ii. Use State's published procedures or substantially similar procedures and ensure that Sub-Recipients use the same procedures for the disposition of capital assets acquired with STIF funds.
- iii. Retain the net proceeds from a sale or other disposition of a capital asset to reinvest

in a future STIF capital project or return the net proceeds to State. Net proceeds are the disposal proceeds less original value, depreciation, and disposal costs. If non-STIF funds were used in the original purchase, only the proportion representing the STIF contribution to the purchase is subject to this rule.

- iv. Establish written procedures to ensure that a capital asset is maintained in safe operating condition.
- v. Maintain insurance coverage, or require Sub-Recipients to maintain insurance coverage that meets or exceeds the standards in Oregon Revised Statutes (ORS) 806.070.
- vi. Ensure that vehicles purchased in whole or in part with STIF funds are titled with the Oregon Department of Transportation Driver and Motor Vehicle Service Division pursuant to ORS 803.045 and supporting rules, with ODOT Rail and Public Transit Division listed as a security interest holder, subject to the following additional requirements:

If the vehicle is registered in the name of a Sub-Recipient receiving the vehicle, and the Sub-Recipient is not a Qualified Entity (OAR 732-040-005(26)) or Public Transportation Service Provider (OAR 732-040-005(25)), then the Qualified Entity or Public Transportation Service Provider must be listed on the vehicle title as the primary security interest holder.

If the vehicle was purchased with federal funds in addition to STIF funds, and the federal funding source requires the vehicle to be titled otherwise than provided in this rule, then the federal titling requirements prevail.

## 11. Termination

- a. **Termination by State.** State may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by State in such written notice, if:
  - i. Recipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Recipient is, for any reason, rendered improbable, impossible, or illegal; or
  - ii. State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
  - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
  - iv. The Project would not produce results commensurate with the further expenditure of funds; or
  - v. Recipient takes any action pertaining to this Agreement without the approval of State and which under the provisions of this Agreement would have required the approval of State.
- b. **Termination by Recipient.** Recipient may terminate this Agreement effective upon delivery of written notice of termination to State, or at such later date as may be established by Recipient in such written notice, if:
  - i. The requisite local funding to continue the Project becomes unavailable to Recipient; or
  - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days notice to the other Party and failure of the other Party to cure within the

period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

## 12. General Provisions

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

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

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

- b. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- c. **Reserved.**
- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. **No Third Party Beneficiaries.** State and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit

or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

Recipient acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Recipient, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from this Agreement.

- g. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 11.g. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.
- h. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.
- i. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- j. **Insurance; Workers' Compensation.** All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining



terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

- m. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

**The Parties**, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

The Oregon Transportation Commission on October 20, 2010, approved Delegation Order Number OTC-01, which authorizes the Director of the Oregon Department of Transportation to administer programs related to public transit.

On March 1, 2012, the Director approved Delegation Order Number DIR-04, which delegates the authority to approve this Agreement to the Rail and Public Transit Division Administrator.

**SIGNATURE PAGE TO FOLLOW**

**Columbia County**, by and through its

\_\_\_\_\_

By \_\_\_\_\_  
(Legally designated representative)

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

(If required in local process)

By \_\_\_\_\_  
Recipient's Legal Counsel

Date \_\_\_\_\_

**Recipient Contact:**

Todd Wood  
230 Strand Street  
Saint Helens, OR 97051  
1 (503) 366-8505  
todd.wood@co.columbia.or.us

**State Contact:**

Arla Miller  
555 13th Street NE  
Salem, OR 97301-4179  
1 (503) 986-2836  
Arla.MILLER@odot.state.or.us

**State of Oregon**, by and through its  
Department of Transportation

By \_\_\_\_\_  
H. A. (Hal) Gard  
Rail and Public Transit Division Administrator

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_ Arla Miller

Date \_\_\_\_\_ 09/10/2019

**APPROVED AS TO LEGAL SUFFICIENCY**

(For funding over \$150,000)

N/A

**EXHIBIT A**

**Project Description and Budget**

**Project Description/Statement of Work**

<b>Project Title: STIF Disc. Columbia County Equipment Purchase 33770</b>				
<i>GPS Online Tracking System</i>				
<b>Item #1: Vehicle Locator System</b>				
	Total	Grant Amount	Local Match	Match Type(s)
	\$34,500.00	\$31,050.00	\$3,450.00	Local
<b>Sub Total</b>	\$34,500.00	\$31,050.00	\$3,450.00	
<b>Grand Total</b>	<b>\$34,500.00</b>	<b>\$31,050.00</b>	<b>\$3,450.00</b>	

**1. BACKGROUND**

*In the 2017 legislative session, the Oregon Legislature passed House Bill 2017, the Statewide Transportation Improvement Fund (STIF). The bill designated nine percent of the total funds appropriated to be awarded to eligible Public Transportation Service Providers (PTSPs) based on a competitive grant process. This nine percent is divided into a five-percent share for STIF Discretionary projects and a four-percent share for STIF Intercommunity Discretionary projects. This Agreement describes the duties and responsibilities of State and Recipient in the management and proper use of STIF funds or 5311(f) funds and the associated reporting requirements.*

**2. PROJECT DESCRIPTION**

*This Agreement funds a capital equipment project, for a Global Positioning System (GPS) and tracking activities. The software will allow integration with an online system that will give the traveling public information about where buses are and when they will arrive. The software will also integrate with NWOTA partners. Additionally it will be used for tracking and monitoring of the system to make better-informed decisions if route adjustments are needed.*

**3. PROJECT DELIVERABLES, TASKS and SCHEDULE**

*Recipient will:*

- a) Collaborate with NWOTA partners to ensure the application is in harmony with theirs.*
- b) Make the external-facing application available to the traveling public on its website.*
- c) Advertise the availability of the application to the traveling public through its website, on buses, at bus stops when possible, and on social media.*
- d) Explore coordination opportunities beyond the NWOTA partners to share bus positions and arrival times.*

*Recipient, in the performance of this Project, shall document steps taken to improve accessibility to public transportation for vulnerable populations. Vulnerable populations include low-income individuals or households, veterans, Tribal communities or groups, individuals of age 65 and older, individuals with disabilities, and individuals with limited English proficiency. Information on this topic shall be provided to State through reporting.*

**4. PROJECT ACCOUNTING and SPENDING PLAN**

*Recipient retains authority over costs and allocations of STIF funds within the guidelines established by Oregon Revised Statutes (ORS) 184.751 through 184.758 and Oregon Administrative Rules (OAR) Chapter 732.*

*Eligible costs for reimbursement include equipment, installation, and training. Recipient was awarded a 10 percent match reduction for projects benefitting the statewide transit network. Recipient shall maintain open and transparent satisfaction of one or more of the four match reduction factors identified in OAR 732-044-0005(4)(a)(A-D). Failure to satisfy at*

*least one of these four factors will result in the Recipient being required to match 20 percent of the total project cost identified in the Agreement. This determination will be made on an annual basis following review of each quarter 4 Oregon Public Transit Information System (OPTIS) Agency Periodic Report (APR) submittal.*

#### **5. REPORTING AND INVOICING REQUIREMENTS**

*Recipient shall provide State with copies of agreement(s) made with Sub-Recipients within 30 days of execution of those agreements. Recipient shall confirm the eligibility of a Sub-Recipient prior to distributing STIF moneys and entering into an agreement with the Sub-Recipient. Recipient shall ensure that Sub-Recipients maintain eligibility throughout the project period.*

*Per OAR 732-044-0040(1)(a), Recipient shall report on Project progress, outcomes achieved, and expenditures of discretionary STIF funds by itself and its Sub-Recipients. Failure to use STIF funds towards achievement of identified project deliverables may result in the cessation of funding to the Recipient for the remainder of the Agreement period.*

##### *Project Progress Reporting:*

*Project progress will be reported quarterly through the OPTIS APR and shall include a brief status update for each deliverable. Project reporting should align with project deliverables identified in this Agreement. State will use reporting information to assess Recipient's progress by comparing task-based expenditures to progress on deliverables.*

##### *Outcomes Achieved Reporting:*

*Recipient shall report outcomes achieved through project performance. Continued funding under this Agreement is contingent upon reporting of outcomes achieved.*

*On a quarterly basis, in addition to required elements in the APR, Recipient shall complete a short narrative describing outcomes achieved in performance of the Project.*

*On a biennial basis, Recipient shall provide additional feedback on outcomes achieved in an attachment to the final APR.*

*Recipient shall provide additional information on outcomes achieved when and where directed to do so by State in reporting guidance.*

*Outcomes achieved are defined in State's program guidance and that guidance provides State's expectations surrounding all reporting requirements. For detailed instructions on quarterly, annual, and biennial reporting, refer to State's STIF Discretionary/STN Reporting Guidance document.*

##### *Expenditures:*

*Expenditures of discretionary funds will be tracked in OPTIS. Recipient must submit reimbursement requests in OPTIS to receive reimbursement for Project expenditures. Requests for reimbursement for vehicle purchases must include a cover letter and copies of all invoices associated with expenses identified for reimbursement.*

*Recipient shall ensure Satisfactory Continuing Control of capital assets purchased in whole or part under this Agreement while the capital assets are being used for public transportation purposes. Satisfactory Continuing Control means the legal assurance that a capital asset will remain available to be used for its originally authorized purpose throughout its useful life or until disposition.*

*An inventory of capital assets purchased in whole or in part with STIF funds will be created by State in the OPTIS asset register. The inventory will include a description of the capital asset, the date of purchase, the purchase price, the amount of STIF funds contributed to the purchase, the source of other funds, the authorized use, the Recipient or Sub-Recipient using the capital asset, and the condition of the asset. Recipient shall report quarterly on all capital assets through the OPTIS APR, providing information relevant to purchased capital assets, including but*

*not limited to, changes to vehicle condition and mileage.*

*Recipient shall notify State of the sale, transfer, or other disposition of any Capital Asset purchased under this Agreement and shall report the use of proceeds, if any, from the sale to State.*

*Reporting on Mitigation of Tax Impacts to Low-income Populations*

*Per OAR 732-040-0025(1), Qualified Entities receiving STIF funds shall submit a report on any actions taken by any PTSP located within the area of the Qualified Entity to mitigate the impact of the STIF tax on passengers who reside in low-income communities. This report must be submitted no later than 60 days after the end of each Fiscal Year in which the Qualified Entity receives STIF funds.*

*Recipient shall submit this report as instructed separately from this SOW and shall attach all responses submitted to Recipient by PTSPs receiving STIF discretionary funds that detail actions taken by those PTSPs.*

**EXHIBIT B**  
**FINANCIAL INFORMATION**

This Agreement is financed by the funding source indicated below:

<b>State Program</b> STF: ORS 391.800 through ORS 391.830 and OAR Chapter 732, Divisions 5, 10, and 30  STIF: ORS 184.758 through ORS 184.766 and OAR Chapter 732, Divisions 040, 042, and 044.	<b>State Funding Agency</b> Oregon Department of Transportation 355 Capitol St. N.E. Salem, OR 97301-3871		<b>Total State Funding</b> <b>\$31,050.00</b>
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<b>Administered By</b> Rail and Public Transit Division 555 13th Street NE Salem, OR 97301-4179
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## EXHIBIT C

### Insurance Requirements

#### GENERAL.

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

#### TYPES AND AMOUNTS.

i. WORKERS COMPENSATION. Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than \$500,000 must be included.

ii. COMMERCIAL GENERAL LIABILITY. Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to State. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

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

iii. AUTOMOBILE Liability Insurance: Automobile Liability. Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

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

ADDITIONAL INSURED. The Commercial General Liability Insurance and Automobile Liability insurance must include State, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as



professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of: (i) the contractor's completion and Recipient's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and State may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If State approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

**NOTICE OF CANCELLATION OR CHANGE.** The contractor or its insurer must provide 30 days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

**CERTIFICATE(S) OF INSURANCE.** Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

RAIL AND PUBLIC TRANSIT DIVISION  
OREGON DEPARTMENT OF TRANSPORTATION

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation, Rail and Public Transit Division, hereinafter referred to as "State," and **Columbia County**, hereinafter referred to as "Recipient," and collectively referred to as the "Parties."

**AGREEMENT**

1. **Effective Date.** This Agreement shall become effective on the later of **October 1, 2019** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **June 30, 2021** (Expiration Date). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 10 of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

**Exhibit A: Project Description and Budget**

**Exhibit B: Financial Information**

**Exhibit C: Subcontractor Insurance**

**Exhibit D: Summary of Federal Requirements, incorporating by reference Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement**

**Exhibit E: Information required by 2 CFR 200.331(a), may be accessed at <http://www.oregon.gov/odot/pt/>, Oregon Public Transit Information System (OPTIS), as the information becomes available**

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: Exhibit D; Exhibit E; this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C.

3. **Project Cost; Grant Funds; Match.** The total project cost is estimated at **\$336,924.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$184,952.00** in Grant Funds for eligible costs described in Section 6.a. hereof. Recipient shall provide matching funds for all Project Costs as described in Exhibit A.
4. **Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.d hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <http://www.oregon.gov/odot/pt/>. If Recipient is unable to access OPTIS, reports must be delivered to [ODOTPTDReporting@odot.state.or.us](mailto:ODOTPTDReporting@odot.state.or.us). Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be

necessary to comply with federal or state reporting requirements.

**6. Disbursement and Recovery of Grant Funds.**

- a. **Disbursement Generally.** State shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by State within 30 days of State's approval of a request for reimbursement from Recipient using a format that is acceptable to State. Requests for reimbursement must be entered into OPTIS or sent to [ODOTPTDReporting@odot.state.or.us](mailto:ODOTPTDReporting@odot.state.or.us). Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement described in Section 9.a. of this Agreement, in performance of the Project and that are not excluded from reimbursement by State, either by this Agreement or by exclusion as a result of financial review or audit.
- b. **Conditions Precedent to Disbursement.** State's obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
  - i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
  - ii. Recipient is in compliance with the terms of this Agreement including, without limitation, Exhibit D and the requirements incorporated by reference in Exhibit D.
  - iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
  - iv. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.
- c. **Recovery of Grant Funds.** Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement must be returned to State. Recipient shall return all Misexpended Funds to State promptly after State's written demand and no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 14 days after the earlier of expiration or termination of this Agreement.

**7. Representations and Warranties of Recipient.** Recipient represents and warrants to State as follows:

- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient 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 Recipient of this Agreement.
- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor

accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

- d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from this federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify State immediately if it is debarred, suspended or otherwise excluded from this federally-assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

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

## 8. **Records Maintenance and Access; Audit.**

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit State to verify how the Grant Funds were expended.
- d. **Audit Requirements.**
  - i. Recipients receiving federal funds in excess of \$750,000 are subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Recipient, if subject to this requirement, shall at Recipient's own expense submit to State, Rail and Public Transit Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to [ODOTPTDReporting@odot.state.or.us](mailto:ODOTPTDReporting@odot.state.or.us), a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted, the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.
  - ii. Recipient shall save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

## 9. Recipient Subagreements and Procurements

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.
  - i. All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
  - ii. Recipient agrees to provide State with a copy of any signed subagreement upon request by State. Any substantial breach of a term or condition of a subagreement relating to funds covered by this Agreement must be reported by Recipient to State within ten (10) days of its being discovered.
- b. Recipient shall review the *Best Practices Procurement Manual*, a technical assistance manual prepared by the FTA, available on the FTA website: [www.fta.dot.gov/grants/13054\\_6037.html](http://www.fta.dot.gov/grants/13054_6037.html)
- c. **Subagreement indemnity; insurance**

***Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.***

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

Recipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement. Any insurance obtained by the other party to Recipient's subagreements, if any, shall not relieve Recipient of the requirements of Section 11 of this Agreement. The other party to any subagreement with Recipient, if the other party employs subject workers as defined in ORS 657.027, must obtain Workers Compensation Coverage as described in Exhibit C.

- d. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable, including all applicable provisions of the Oregon Public Contracting Code and rules, and in conformance to FTA Circular 4220.1F, Third Party Contracting Requirements including:
  - i. all applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement;
  - ii. all procurement transactions are conducted in a manner providing full and open competition;

- iii. procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements);
- iv. construction, architectural and engineering procurements are based on Brooks Act procedures unless the procurement is subject to ORS 279C.100 to 279C.125.

## 10. Termination

- a. **Termination by State.** State may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by State in such written notice, if:
  - i. Recipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Recipient is, for any reason, rendered improbable, impossible, or illegal; or
  - ii. State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
  - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
  - iv. The Project would not produce results commensurate with the further expenditure of funds; or
  - v. Recipient takes any action pertaining to this Agreement without the approval of State and which under the provisions of this Agreement would have required the approval of State.
- b. **Termination by Recipient.** Recipient may terminate this Agreement effective upon delivery of written notice of termination to State, or at such later date as may be established by Recipient in such written notice, if:
  - i. The requisite local funding to continue the Project becomes unavailable to Recipient; or
  - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

## 11. General Provisions

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

With respect to a Third Party Claim for which State is jointly liable with Recipient (or would be if joined in the Third Party Claim ), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other

hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

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

- b. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- c. **Responsibility for Grant Funds.** Any recipient of Grant Funds, pursuant to this Agreement with State, shall assume sole liability for that recipient's breach of the conditions of this Agreement, and shall, upon recipient's breach of conditions that requires State to return funds to the FTA, hold harmless and indemnify State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the recipient of Grant Funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. **No Third Party Beneficiaries.** State and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

Recipient acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Recipient, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the this Agreement.

- g. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the address or number set forth

on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 11.g. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.

- h. Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.
- i. Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, as applicable to Recipient, including without limitation as described in Exhibit D. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- j. Insurance; Workers' Compensation.** All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- m. Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of



this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

**The Parties**, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

The Oregon Transportation Commission on October 20, 2010, approved Delegation Order Number OTC-01, which authorizes the Director of the Oregon Department of Transportation to administer programs related to public transit.

On March 1, 2012, the Director approved Delegation Order Number DIR-04, which delegates the authority to approve this Agreement to the Rail and Public Transit Division Administrator.

**SIGNATURE PAGE TO FOLLOW**

**Columbia County**, by and through its

\_\_\_\_\_

By \_\_\_\_\_  
(Legally designated representative)

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

(If required in local process)

By \_\_\_\_\_  
Recipient's Legal Counsel

Date \_\_\_\_\_

**Recipient Contact:**

Todd Wood  
230 Strand Street  
Saint Helens, OR 97051  
1 (503) 366-8505  
todd.wood@co.columbia.or.us

**State Contact:**

Mark Bernard  
555 13th Street NE  
Salem, OR 97301-4179  
1 (503) 986-3283  
Mark.bernard@odot.state.or.us

**State of Oregon**, by and through its  
Department of Transportation

By \_\_\_\_\_  
H. A. (Hal) Gard  
Rail and Public Transit Division Administrator

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

(For funding over \$150,000)

N/A

**EXHIBIT A**

**Project Description and Budget**

**Project Description/Statement of Work**

<b>Project Title: 5311(f) Columbia County Rider 33818</b>				
<i>Operations. Preventive Maintenance.</i>				
<b>Item #1: 50% Federal Share</b>				
	Total	Grant Amount	Local Match	Match Type(s)
	\$281,956.00	\$140,978.00	\$140,978.00	Other
<b>Item #1: Preventative Maintenance</b>				
	Total	Grant Amount	Local Match	Match Type(s)
	\$54,968.00	\$43,974.00	\$10,994.00	State Funds
<b>Sub Total</b>	\$336,924.00	\$184,952.00	\$151,972.00	
<b>Grand Total</b>	<b>\$336,924.00</b>	<b>\$184,952.00</b>	<b>\$151,972.00</b>	

1. BACKGROUND

*In the 2017 legislative session, the Oregon Legislature passed House Bill 2017, the Statewide Transportation Improvement Fund (STIF). The bill designated nine percent of the total funds appropriated to be awarded to eligible Public Transportation Service Providers (PTSPs) based on a competitive grant process. This nine percent is divided into a five-percent share for STIF Discretionary projects and a four-percent share for STIF Intercommunity Discretionary projects. This Agreement describes the duties and responsibilities of State and Recipient in the management and proper use of STIF funds or 5311(f) funds and the associated reporting requirements.*

2. PROJECT DESCRIPTION

*This Agreement fund operations and preventive maintenance projects to provide service between Northern Columbia County, Oregon and Longview/Kelso, Washington. The project enhances the statewide transit network by providing service to connect riders to medical appointments; shopping; Greyhound services; Amtrak service in Longview/Kelso, Washington; connecting services to downtown Portland, Oregon via Columbia County; and Astoria, Oregon via Sunset Empire Transportation District service.*

*This project supports intercity transit service, which is characterized by infrequent stops, not being designed primarily for commuters, and the use of vehicles with the capacity to carry passenger luggage. The supported service makes meaningful connections to the larger transit network where possible. The supported service's route covers a one-way distance of at least 20 miles or closes a vital gap in the statewide transit network.*

*This service is scheduled to run between St. Helens, Oregon and Longview/Kelso, Washington, and has planned stops at the following locations: flag stops at Columbia City and Goble, Oregon; scheduled stops at Rainier Transit Center and Rainier Senior Center in Rainier, Oregon; St. Johns Medical Center, Longview, Washington; River Cities Transit Center, Longview, Washington; Amtrak/Greyhound Station, Kelso, Washington; and returning to Rainier Transit Center, Rainier, Oregon. The service will run twice a day, Monday through Friday.*

Operations

*The service, schedule, days, hours, and service type will be designed to meet the needs of the target population as determined by Recipient in consultation with the operator of service, the affected community members, and stakeholders identified by Recipient. To the extent possible, Recipient, and contractor, will coordinate the delivery of transportation services with other public and private transportation providers to enhance regional services and to avoid duplication of services. Coordinated service may be made available to a variety of potential users, including the general public.*

*Recipient may amend the service design at any time in accordance with local demand, funding issues, or other situations that require service to be changed. Recipient will inform State if there is a change in the service funded by this Agreement. This grant will not fund more than four daily round trips.*

*Recipient will market the services.*

*Recipient shall engage in a good faith effort to generate program income to help defray program costs. If program income is generated from federally-funded projects, that income must be reported to State.*

#### *Preventive Maintenance*

*Provides funding for preventive maintenance on vehicles in the provision of public transportation. Proper maintenance ensures assets are kept in good condition per manufacturer's recommendations and that safety standards are met.*

*Preventive maintenance reimbursed in this Agreement is for assets used in the provision of public transportation services for the general public, seniors, individuals with disabilities, and low-income households. This Agreement does not provide for maintenance on staff vehicles, vehicles used for business of Recipient, or maintenance vehicles.*

### **3. PROJECT DELIVERABLES, TASKS and SCHEDULE**

#### *Operations*

*Recipient shall:*

- a) Continually track and assess the ridership and route timing. If route schedules need to be adjusted, Recipient will notify the traveling public in a timely manner, allowing for public comment. Public comment shall be reviewed and analyzed for possible items missed during initial analysis.*
- b) Work with River Cities Transit if additional runs need to be added such as the possibility of River Cities Transit making a run across the Lewis and Clark Bridge, between Rainier, Oregon and Longview, Washington.*

*Recipient, in the performance of this project, shall document steps taken to improve accessibility of public transportation for vulnerable populations. Vulnerable populations include low-income individuals or households, veterans, Tribal communities or groups, individuals of age 65 and older, individuals with disabilities, and individuals with limited English proficiency. Information on this topic shall be provided to State through reporting.*

*Recipient, if operating fixed route or deviated fixed route transit service shall create and maintain current GTFS data describing the service (this can be supported by State's GTFS contractor). GTFS data should be updated in advance of system changes to allow trip planners to stay current.*

*Recipient, if operating demand response service, is encouraged to create and maintain GTFS-flex data for its service (this can be supported by State's GTFS-flex contractor).*

*Competitive purchases of systems that can count passengers (e.g., Automated Passenger Counters (APC), Automated Fare Collection (AFC) systems) should include an explicit preference for systems that support the GTFS-ride data standard. Purchases of real-time (RT) information systems for fixed route service must include support for GTFS-RT data and provide GTFS-RT data access to interested third parties.*

*5311(f)-supported services shall serve key transit hubs and stops operated by for-profit/national transit providers such as Greyhound, Bolt, Amtrak, Pacific Crest Transit, Central Oregon Breeze, etc. where practical unless explicitly exempted by State. 5311(f)-supported service providers shall enter into interline agreements with Greyhound and Amtrak where practical unless explicitly exempted by State.*

### *Preventive Maintenance*

*All preventive maintenance tasks must be completed prior to the expiration date of this Agreement.*

*Preventive maintenance expenses include activities, supplies, materials, labor, services, and associated costs required to preserve or extend the functionality and serviceability of the asset in a cost effective manner. Preventive maintenance includes, but is not limited to the following: oil changes; engine tune-ups; tire purchases; tire maintenance; annual vehicle inspections; scheduled or routine maintenance; and associated parts, supplies, and labor.*

*Preventive maintenance under this Agreement does not include repairs resulting from motor vehicle accidents covered by insurance, repairs on vehicles or components under warranty, or repairs which are paid for in other agreements or contracts.*

*Recipient must provide to State a plan for proposed preventive maintenance, unless a plan is already on file with State. Reimbursement requests must match the activities or purchases described in Recipient's plan.*

*A major component replacement (such as an engine or transmission), that keeps an asset within useful life (overhaul), or extends the useful life (rebuild) may be eligible for reimbursement under this Agreement, pending verification of conformance to Recipient's adopted maintenance plan and requirements detailed in Federal Transit Administration Circular 5010.1E (Award Management Requirements), Chapter IV.*

*A vehicle must meet at least 40 percent of its useful life to be considered for an overhaul. Recipient must obtain pre-approval from State prior to any vehicle overhaul. Vehicle rebuilds must extend the useful life of the vehicle by at least four years.*

*If local circumstances change, for example, vehicle type or asset disposition, Recipient's maintenance plan must be updated to reflect that change and submitted to State within 90 days of the change.*

### *Modifications to Project Objectives or Service:*

*Recipients receiving operating or mobility management funding for fixed route service shall provide adequate public notice of impending service changes. State shall be included in the first entities notified of any impending service changes. Cause for such notification shall include, but not be limited to, changes to route stops, route frequency, or the primary vehicle used for the service as well as Recipient's inability to maintain interline agreements made with other public transportation service providers. Service changes determined to significantly impede Recipient's ability to achieve objectives and deliverables identified in this Agreement may result in loss or reduction of project funding.*

*Modifications to projects funded with 5311(f) funds must continue to provide significant benefit to the statewide transit network and meet the definition of intercity service or risk loss or reduction of project funding.*

## **4. PROJECT ACCOUNTING and SPENDING PLAN**

*Operations projects have a 50 percent match requirement. All other project types have a 20 percent match requirement.*

### *Operations*

*Generally accepted accounting principles and Recipient's own accounting system determine those costs that are to be accounted for as gross operating expenses. Recipient may not count the same costs twice if they have multiple agreements for which these costs may be eligible. The contractor may use capital equipment funded from USDOT- or State-source grants when performing services rendered through a contract funded by this Agreement. Depreciation of capital equipment funded from USDOT- or State-source grants is not an eligible expense.*

*Income that may be used as Recipient's matching funds for this Agreement includes Special Transportation Formula funds, other local funds, service contract revenue, advertisement and other earned income, cash donations and other verifiable in-kind contributions integral to the project budget. In-kind contributions claimed as matching funds must be properly documented and reported to State. Recipient may not use passenger fares as matching funds. Recipient will subtract revenue from fares, tickets and passes, either pre-paid or post-paid, from the gross operating expense of service. Administrative expenses are reimbursable as operating expenses. The required local match share will be subtracted from the project expenses to determine the grant share of the project expense.*

#### *Preventive Maintenance*

*Sources that may be used as Recipient's matching funds for this Agreement include Special Transportation Fund, local funds, service contract revenue, advertisement income, other earned income, cash donations, and other verifiable in-kind contributions that are integral to the project budget. Recipient may not use passenger fares as matching funds. Under this Agreement, State will bear the sum remaining after the amount of Recipient's required share of local matching funds is subtracted from the total project expenses.*

#### **5. REPORTING AND INVOICING REQUIREMENTS**

*Recipient shall provide State with copies of agreement(s) made with Sub-Recipients within 30 days of execution of those agreements. Recipient shall confirm the eligibility of a Sub-Recipient prior to distributing moneys and entering into an agreement with the Sub-Recipient. Recipient shall ensure that Sub-Recipients maintain eligibility throughout the project period.*

*Recipient shall report on Project progress, outcomes achieved, and expenditures of discretionary funds by itself and its Sub-Recipients. Failure to use funds towards achievement of identified project deliverables may result in the cessation of funding to the Recipient for the remainder of the Agreement period.*

#### *Project Progress Reporting*

*Project progress will be reported quarterly through the Oregon Public Transit Information System (OPTIS) Agency Periodic Report (APR) and shall include a brief status update for each deliverable. Project reporting should align with project deliverables identified in this Agreement. State will use reporting information to assess Recipient's progress by comparing task-based expenditures to progress on deliverables.*

#### *Outcomes Achieved Reporting*

*Recipient shall report outcomes achieved through project performance. Continued funding under this Agreement is contingent upon reporting of outcomes achieved.*

*On a quarterly basis, in addition to required elements in the APR, Recipient shall complete a short narrative describing outcomes achieved in performance of the Project.*

*On a biennial basis, Recipient shall provide additional feedback on outcomes achieved in an attachment to the final APR.*

*Recipient shall provide additional information on outcomes achieved when and where directed to do so by State in reporting guidance.*

*Outcomes achieved are defined in State's program guidance and that guidance provides State's expectations surrounding all reporting requirements. For detailed instructions on quarterly, annual, and biennial reporting, refer to State's STIF Discretionary/STN Reporting Guidance document.*

*Recipients of operating, mobility management, or any STIF Discretionary, STIF Intercommunity Discretionary, or 5311(f) funds associated with a specific transportation service shall report on several key project outcomes related to that service.*

*On a quarterly basis, Recipient shall report the overall service costs, revenue miles, revenue hours, and ridership for the service associated with this Agreement. Recipient shall also report the fare revenue, contract revenue, and any other revenue collected as a result of the service.*

*Expenditures*

*Expenditures of funds will be tracked in OPTIS. Recipient must submit reimbursement requests in OPTIS to receive reimbursement for Project expenditures. Requests for reimbursement for vehicle purchases must include a cover letter and copies of all invoices associated with expenses identified for reimbursement.*



**EXHIBIT B**  
**FINANCIAL INFORMATION**

The information below will assist auditors to prepare a report in compliance with the requirements of 2 CFR part 200, subpart F.

This Agreement is financed by the funding source indicated below:

<b>Federal Program</b> 49 U.S.C. 5311	<b>Federal Funding Agency</b> U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	<b>CFDA Number</b> <b>20.509 (5311)</b>	<b>Total Federal Funding</b> <b>\$184,952.00</b>
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<b>Administered By</b> Rail and Public Transit Division 555 13th Street NE Salem, OR 97301-4179
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## EXHIBIT C

### Insurance Requirements

#### GENERAL - SUBRECIPIENT.

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

#### TYPES AND AMOUNTS.

i. WORKERS COMPENSATION. Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than \$500,000 must be included.

ii. COMMERCIAL GENERAL LIABILITY. Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to State. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

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

iii. AUTOMOBILE Liability Insurance: Automobile Liability. Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

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

ADDITIONAL INSURED. The Commercial General Liability Insurance and Automobile Liability insurance must include State, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous

"claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of: (i) the contractor's completion and Recipient's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and State may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If State approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

**NOTICE OF CANCELLATION OR CHANGE.** The contractor or its insurer must provide 30 days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

**CERTIFICATE(S) OF INSURANCE.** Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

#### GENERAL - RECIPIENT.

Recipient shall: i) obtain insurance specified under TYPES AND AMOUNTS (except TYPES AND AMOUNTS paragraph I applies only to Recipient's subcontractors who employ subject workers) and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under this Agreement commences, and ii) maintain the insurance in full force throughout the duration of this Agreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State.

#### TYPES AND AMOUNTS.

i. **WORKERS COMPENSATION.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide Workers' Compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than \$500,000 must be included.

ii. **COMMERCIAL GENERAL LIABILITY.** Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to State. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

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

iii. **AUTOMOBILE Liability Insurance:** Automobile Liability, Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

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

**ADDITIONAL INSURED.** The Commercial General Liability Insurance and Automobile Liability insurance must include State, its officers, employees and agents as Additional Insureds but only with respect to the Recipient's activities to be performed under this Agreement. Coverage must be primary and non-contributory with any other insurance and self-insurance.

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

**NOTICE OF CANCELLATION OR CHANGE.** Recipient or its insurer must provide 30 days' written notice to State before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

**CERTIFICATE(S) OF INSURANCE.** State shall obtain from Recipient a certificate(s) of insurance for all required insurance before the effective date of this Agreement . The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

## EXHIBIT D

### **Summary of Federal Requirements and Incorporating by Reference Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement ("Master Agreement")**

Recipient and Recipient's subrecipient(s), contractor(s), or subcontractor(s), at any tier, if any, must comply with all applicable federal requirements contained in the Certifications and Assurances available at [www.transit.dot.gov](http://www.transit.dot.gov). The Certifications and Assurances, including as they may be changed during the term of this Agreement, are by this reference incorporated herein.

Recipient further agrees to comply with all applicable requirements included in the Master Agreement that is signed and attested to by State. This Master Agreement is incorporated by reference and made part of this Agreement. Said Master Agreement is available upon request from State by calling (503) 986-3300, or at [www.transit.dot.gov](http://www.transit.dot.gov). Without limiting the foregoing, the following is a summary of some requirements applicable to transactions covered by this Agreement and the funds described in Exhibit A:

1. Recipient shall comply with Title VI of the Civil Rights Act of 1964 (78 State 252, 42 U.S.C. § 2000d) and the regulations of the United States Department of Transportation (49 CFR 21, Subtitle A). Recipient shall exclude no person on the grounds of race, religion, color, sex, age, national origin, or disability from the benefits of aid received under this Agreement. Recipient will report to State on at least an annual basis the following information: any active lawsuits or complaints, including dates, summary of allegation, status of lawsuit or complaint including whether the Parties entered into a consent decree.
2. Recipient shall comply with FTA regulations in Title 49 CFR 27 Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance which implements the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act of 1990, 49 CFR 37, and 49 CFR 38.
3. Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Recipient's DBE program, if applicable, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to State of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
4. Recipient must include the following language in each subagreement Recipient signs with a subcontractor or subrecipient:

*The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The contractor, subrecipient, or subcontractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor, subrecipient, or subcontractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Recipient deems appropriate.*

5. By executing the Agreement, Recipient and contractors receiving in excess of \$100,000 in federal funds, other than Indian tribes, certify to State that they have not and will not use federal funds to pay for influencing or attempting to influence an officer or employee of any federal department or Agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any federal grant, cooperative agreement or any other

federal award as well as the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, cooperative agreement, or other federal award. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. If non-federal funds have been used to support lobbying activities in connection with the Project, Recipient shall complete Standard Form LLL, Disclosure Form to Report Lobbying and submit the form to State at the end of each calendar quarter in which there occurs an event that requires disclosure. Restrictions on lobbying do not apply to influencing policy decisions. Examples of prohibited activities include seeking support for a particular application or bid and seeking a congressional earmark.

**COLUMBIA COUNTY**  
Department of Finance and Taxation



ST. HELENS, OR 97051

230 Strand St., Room 254  
Direct (503) 397-0060  
Fax (503) 397-7251  
[www.co.columbia.or.us](http://www.co.columbia.or.us)

September 25, 2019

Board of Commissioners

Re: Annual County Donations – Board meeting 10/2/19

After discussion with Louise Kallstrom and County Counsel, we would like approval from the Board to release the annual checks for County donations as follows:

\$5,000 to CAT for AAA Seniors  
\$1,000 to Columbia Pacific Food Bank  
\$500 to RSVP

We would also like to discuss issuing a standing Board resolution to release these funds out of the Economic Development fund going forward when budgeted for.

I've attached a trial balance showing the account these donations will come out of.

I would like a motion to approve the donations for this fiscal year as shown above and approval to draft a standing resolution for future fiscal years.

Thank you,

LaVena Sullivan  
Contracts & Procurement Specialist

# Columbia County

230 Strand Street  
St. Helens, OR 97051



Description	Budget	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
Economic Development Fund					
Community Donations	20,000.00				
AAA - CAT, AAA Seniors Program			5,000.00	0.00	
Maci - Columbia Pacific Food Bank			1,000.00	0.00	
- for benefit of RSVP CRF&R			500.00	0.00	
Var: 13,500.00	20,000.00	0.00	6,500.00	0.00	6,500.00
EXPENSE Totals:	20,000.00	0.00	6,500.00	0.00	6,500.00
Totals:	20,000.00	0.00	6,500.00	0.00	6,500.00
	-20,000.00	0.00	6,500.00	0.00	6,500.00
	-20,000.00	0.00	6,500.00	0.00	6,500.00

*cut, but not released yet.*



# DEADLY PHYSICAL FORCE PLAN



JEFF AUXIER  
COLUMBIA COUNTY DISTRICT ATTORNEY



BRIAN E. PIXLEY  
COLUMBIA COUNTY SHERIFF

Columbia County  
Use of Deadly Physical Force  
Planning Authority

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# Members of the Planning Authority

1. Columbia County District Attorney (co-chair)
2. Columbia County Sheriff (co-chair)
3. Chief Deputy, Columbia County Sheriff's Office
4. Lieutenant, Oregon State Police
5. Sergeant, Oregon State Police
6. Municipal Police Chief, Scappoose Police Department
7. Police Officer / Labor Union Representative, St. Helens Police Department
8. Public member at Large
9. Police Officer / Labor Union Representative, Rainier Police Department

On about April 1st, 2008, this Plan was approved by a unanimous vote of the Planning Authority, and submitted for approval to governing bodies of the following jurisdictions. On the \_\_\_\_\_ day of \_\_\_\_\_, 201, this document was reviewed, revised and adopted by unanimous vote and submitted for approval to the governing bodies.

Columbia County .....	Approved/ <del>Disapproved</del>
City of Scappoose .....	Approved/ <del>Disapproved</del>
City of St. Helens .....	Approved/ <del>Disapproved</del>
City of Columbia City .....	Approved/ <del>Disapproved</del>
City of Rainier .....	Approved/ <del>Disapproved</del>
City of Clatskanie .....	Approved/ <del>Disapproved</del>
City of Vernonia .....	Approved/ <del>Disapproved</del>
Oregon State Police .....	Approved/ <del>Disapproved</del>

Upon receiving a vote of approval from 2/3 or more of the above jurisdictions, this Plan was submitted to the Attorney General, who approved the Plan on \_\_\_\_\_, 2019.

## Preamble

The use of deadly physical force by law enforcement personnel is a matter of critical concern both to the public and to the law enforcement community. The purpose of this Plan is not to set the standards for the use of such force, or to be a substitute for agency policy regarding use of force, but rather to provide a framework for a consistent response to an officer's use of deadly physical force that treats the law enforcement officer fairly, and promotes public confidence in the criminal justice system.

## Section 1: Administration

- (1) In the event that a member of the planning authority is unable to continue to serve, a replacement shall be appointed as provided in Section 2(1) of Senate Bill 111, Oregon Laws 2007.
- (2) There shall be nine (9) voting members of the Planning Authority. The approval of the Plan, elements or revisions thereof, shall be by majority vote.
- (3) The presence of 2/3 of the voting members shall be required in order to hold any vote.
- (4) Any meeting of a quorum of the voting members of the Planning Authority is subject to Oregon's open meeting law.

## Section 2: Applicability of the Plan

- (1) This plan shall be applicable, as set forth herein, to any use of deadly physical force by a police officer acting in the course of and in furtherance of his/her official duties, occurring within Columbia County.

## Section 3: Definitions

**Agency** Means the law enforcement organization employing the officer who used deadly physical force.

**Plan** Means the final document approved by the Planning Authority, adopted by two-thirds of the governing bodies employing law enforcement agencies within Columbia County, and approved by the Attorney General. Any approved revisions shall become a part of the Plan.

**Police Officer** Means a police officer or reserve officer as defined in ORS 181.610 and who is employed by a law enforcement agency to enforce the criminal laws of the State of Oregon.

**Deadly** Means physical force that under the circumstances in which it is used is

<b>Physical Force</b>	readily capable of causing death or serious physical injury, as defined in O.R.S. 161.015(3)
<b>Serious Physical Injury</b>	Has the same meaning as “serious physical injury” as defined in ORS 161.015(8).
<b>Physical Injury</b>	Means impairment of physical condition or substantial pain that does not amount to “serious physical injury.”
<b>Involved Officer</b>	Means the person whose official conduct, or official order, was the cause in fact of the death of a person. “Involved Officer” also means an officer whose conduct was not the cause in fact of the death, but who was involved in the incident before or during the use of deadly physical force, including a “witness officer,” and this involvement was reasonably likely to expose the officer to a heightened level of stress or trauma.
<b>Body-Cam</b>	Means an audio / video recorder that is worn on the person of the officer and is used to create a real-time recording of an incident or event that occurs within the “view” of the camera.
<b>Dash-Cam</b>	Means an audio / video recorder that is mounted on or within a law enforcement vehicle and may include multiple cameras at different locations on or within the vehicle. The Dash-Cam is used to create a real-time recording of an incident or event that occurs within the “view” of the camera(s).

## Section 4: Immediate Aftermath

- (1) When an officer uses deadly physical force, the officer shall immediately take whatever steps are reasonable and necessary to protect the safety of the officer and any member of the public.
  - (a) After taking such steps, the officer shall immediately notify his or her agency of the use of deadly physical force.
  - (b) Thereafter, the officer, if able, shall take such steps as are reasonably necessary to preserve the integrity of the scene and to preserve evidence.
  - (c) Upon request, the officer shall provide a preliminary Public Safety Statement regarding the circumstances of the incident or event as is necessary to protect persons and property, identify outstanding suspects, direction of travel, discharge of firearm(s), preserve any evidence, and to provide a framework for the investigation.

The on-scene supervisor shall use the Public Safety Statement card that is provided by the supervisor's employing agency, as mentioned in section 9(2) and listed in Appendix "A" of this plan, to conduct the Public Safety Statement interview with the involved officer(s). If possible, only the on-scene supervisor and the involved officer should be present during the Public Safety Statement. If multiple officers are involved, the same supervisor should conduct the Public Safety Statement with each involved officer individually.

The on-scene supervisor shall read each of the questions on the Public Safety Statement card provided as-written and shall write down the involved officer's responses.

Details of the incident learned from the Public Safety Statement(s) should be used to guide the course of the investigation.

- (2) If the use of deadly physical force results in physical injury only, the Agency may employ its own resources to investigate and document the incident.
  - (a) This section does not prohibit the Agency from requesting investigative assistance from an outside law enforcement agency.

## Section 5: Serious Physical Injury/Death

When the use of deadly physical force results in death or serious physical injury to any person, in addition to the requirements of Section 4 (1) of this Plan, and notwithstanding agency policy, the following provisions apply:

- (1) Upon the arrival of additional officers, sufficient to manage the scene, each Involved Officer shall be relieved of the above duties set forth in Section 4 (1) of the Plan, and the duties shall be re-assigned to uninvolved police personnel.
- (2) As soon as practicable, each Involved Officer shall leave the scene, as directed by his or her supervisor, and be offered an opportunity for a medical examination. If the officer is not in need of medical treatment, the officer shall be taken to the Agency office or other designated secure location. If requested by the Involved Officer, the officer's union representative shall be notified.

As soon as is practicable, and prior to each officer leaving the scene, if possible, each involved officer will be photographed fully.

- (3) As soon as practicable, the duty weapon of any officer who fired their weapon shall be seized by investigators, and replaced with a substitute weapon, if appropriate. The seizure of the weapon will include a count of expended or

unexpended rounds in the weapon and their relative position in the weapon at the time of the examination by investigators.

Any officer who was in the immediate vicinity where weapons were fired shall have their duty weapon(s) inspected for indication of firing and seized if the weapon reasonably appears to have been discharged. Any weapon seized pursuant to this section will undergo an examination of the weapon as described earlier in this section.

Photographs depicting the results of the above-described weapons examination will be taken of all weapons seized.

(4) Interview of an “Involved Officer”:

As used in this section “interview” refers to formal interview of the officer by assigned investigative personnel that occurs a reasonable time after the incident, and after the officer has had an opportunity to consult with counsel, if so desired.

- (a) The interview of the involved officer(s) who discharged a firearm during a use of deadly physical force incident resulting in death or serious physical injury, shall occur after a reasonable period of time to prepare for the interview and taking into account the emotional and physical state of the officer(s). The interview shall occur no sooner than 48 hours after the incident, but may occur later than 48 hours as set by any pertinent Collective Bargaining Agreement, unless this waiting period is waived by the officer.
- (b) The waiting period does not preclude an on-scene preliminary Public Safety Statement interview with the officer(s) to assess and make an initial evaluation of the incident.
- (c) The on-scene supervisor shall take immediate action to stabilize the situation, ensure notification of the appropriate staff and agencies.
- (d) The scene shall be secured and managed consistent with the control of any other major crime scene. Only personnel necessary to conduct the investigation shall be permitted access to the scene. When it is determined that no evidence will be contaminated or destroyed, the officer(s) involved may conduct a “walk through” to assist in the investigation.

The “walk through” will be attended by investigators. Involved officers who participate in the “walk through” may be accompanied by legal counsel, an accompanying officer, or both. The “walk through” will be recorded using either audio or audio/video equipment.

Prior to being interviewed, involved officers may view only those body-cam recordings that were captured by camera(s) that were worn on their own person and may view no other recordings from body-cams worn by other officers.

Prior to being interviewed, involved officers may view only those dash-cam recordings that were captured by audio / video equipment installed on or within the law enforcement vehicle the involved officer was driving or was a passenger in when the law enforcement vehicle arrived at the location the recording was captured, and may view no other dash-cam recordings.

- (5) For at least 72 hours immediately following an incident in which the use of deadly physical force by a police officer resulted in the death of a person, a law enforcement agency may not return an Involved Officer to duties that might place the officer in a situation in which the officer has to use deadly force.
- (6) Officer(s) involved in discharging his or her firearm that results in death or serious physical injury shall immediately be placed on administrative leave until such time as sufficient information exists to determine the justification in the use of deadly physical force and that the officer(s) have had an opportunity for mental health counseling with an outcome that no issues would preclude the officer(s) from performing the duties of a police officer.
- (7) In the 6 months following a use of deadly physical force incident that results in a death, or at any time the jurisdictional agency head deems appropriate, the Agency shall offer each Involved Officer a minimum of two opportunities for mental health counseling. The officer shall be required to attend at least one session of mental health counseling.
  - (a) At agency expense, the involved officer (s) shall be scheduled for an appointment with a licensed mental health counselor for a counseling session with a follow-up session scheduled at a date determined by the mental health professional.
  - (b) The counseling sessions are not to be considered fitness for duty evaluations, and are to be considered privileged between the officer and counselor.
- (8) After consultation with the involved officer, the Agency or officer shall notify the officer's family according to the Agency's SOP, order or other policy regarding such notification.
- (9) As soon as practicable after the arrival of a supervisor, notification shall be made to the District Attorney as provided in Section 7(1) of this Plan.



- (a) This provision does not prevent the Agency from requiring additional notification requirements within their respective agency policies.
- (10) In the event of a use of deadly force that results in death or serious physical injury, the investigation shall be conducted by the Columbia County Major Crime Team (M.C.T.), pursuant to the existing written agreement creating the MCT, which has been adopted and approved by each jurisdiction employing a law enforcement agency. At a minimum, the agreement shall provide for:
- (a) A mission statement.
  - (b) Who will be the supervisor of the investigating officers, and the manner in which conflicts of interest will be resolved.
  - (c) The membership of the team, and the manner for selecting the members.
  - (d) Investigative protocols that do not conflict with the requirements of this Plan.
  - (e) Training of the members in the investigation of use of deadly force incidents.
  - (f) The assignment of at least one officer from an agency other than the involved officer's agency.
  - (g) The assignment of at least one officer from the involved officer's agency.
- (11) In the event that a conflict exists in the use of the M.C.T., the Involved Officer's Agency and the District Attorney shall consult and determine the appropriate manner in which the investigation will proceed.
- (12) The assignment of outside investigative personnel does not preclude the agency involved from conducting an investigation for administrative purposes as established by that agency and as set forth in the M.C.T. agreement. Such investigations may be necessary for civil preparation, determination of policy violations or training issues.
- (13) In order to preserve the integrity of the investigation and prosecution, if one occurs, the scene supervisor and investigative supervisor shall notify all involved officers to refrain from making public statements about the investigation, until

such time as the investigation has concluded and the District Attorney has made a determination regarding the criminal responsibility of all involved persons.

- (14) The Agency shall designate a representative to make an initial public statement about the incident. Such statement shall include:
  - (a) The time and place of the incident.
  - (b) The condition of any suspect.
  - (c) The nature of the use of deadly physical force.
- (15) Prior to a final determination being made by the District Attorney, the District Attorney and the primary investigative agency shall consult with each other and make a public release of information as is deemed appropriate.

## Section 6: Investigation Protocols

- (1) The investigation, at a minimum, shall consist of:
  - (a) Eyewitness interviews.
  - (b) Evidence collection.
  - (c) Scene documentation.
  - (d) Background interviews.
  - (e) Involved Officer interview(s)
- (2) The investigation shall be documented in written reports:
  - (a) The MCT shall include in the Standard Operating Procedure, a provision regarding the filing of reports regarding the criminal investigation. All police reports regarding the criminal investigation shall be made available to the MCT.
  - (b) Following any use of force by a police officer who is employed by any Columbia County law enforcement agency, that results in the death of a person, the employing law enforcement agency, or designee, shall promptly report the following information to the Oregon Department of Justice and to the Plan Administrator:
    - i. The name, gender, race, ethnicity and age of the decedent.
    - ii. The date, time and location of the incident.

- iii A brief description of the circumstances surrounding the incident.
- (c) All police reports shall be provided to the District Attorney and to the designated Plan Administrator, as identified in Section 10 of this plan.

## Section 7: District Attorney

- (1) When an incident of the use of deadly physical force by an officer occurs, and death or serious physical injury results, the agency shall, as soon as practicable notify the District Attorney's Office.
  - (a) Notification shall be made to the District Attorney, Chief Deputy, or other senior member of the District Attorney's staff.
- (2) When a use of deadly physical force by an officer occurs, and death or serious physical injury results, the District Attorney, and/or a senior member of his staff will consult with the agency regarding the investigation and implementation of the other elements of this plan.
- (3) The District Attorney has the sole statutory and constitutional duty to make the decision on whether to present a matter to a Grand Jury.
  - (a) Preliminary Hearings will not be used as a method of reviewing an officer's use of deadly force.
  - (b) The District Attorney will consult with the investigating agency and make the decision on whether to present the case to a Grand Jury.
    - (1) The timing of the decision will be made by the District Attorney at such time as he/she has determined that sufficient information is available to competently make the decision.
  - (c) If the District Attorney decides to present a case to the Grand Jury, the District Attorney shall promptly notify the investigating agency, the involved officer's agency, and the involved officer's representative.
  - (d) If the District Attorney decides that the investigation reveals that the officers use of deadly force was justified under Oregon law, and that Grand Jury review is unnecessary, the District Attorney shall so notify the Agency, the involved officer, the involved officer's representative, and the public.
- (4) If the use of deadly physical force results in physical injury to someone other than a police officer, upon completion of the investigation, all investigative information shall be forwarded to the District Attorney for review.

## Section 8: Debriefing

The use of deadly physical force by an officer has the potential to create strong emotional reactions which have the potential to interfere with an officer's ability to function. These reactions may be manifested immediately, or over time. Further, these reactions may occur not only in an officer directly involved in the incident, but also in other officers within the Agency.

The requirements of this section provide a minimum framework, and are not intended to take the place of Agency policy. Agencies are encouraged to develop formal procedures to deal with an officer's stress response following a use of deadly force incident. Such policies should include a procedure that is implemented from the time of the incident and continue over time.

- (1) Upon a final determination by the District Attorney, the Agency shall conduct an internal review of the matter for compliance with agency policy. Such review, at a minimum shall include a review of the incident with the involved officer.
- (2) If the incident is of such a magnitude that agency-wide morale is implicated, the Agency shall take such steps as it deems necessary to ensure professional police services are provided, and to develop strategies to restore morale.
- (3) Each agency shall provide for a process for any officer who makes a request, to participate in a critical incident debriefing.
- (4) If available, agencies should encourage officers to take advantage of Employee Assistance Programs, and if appropriate, agencies should request assistance from other agencies that may have in place formal programs for dealing with critical incidents.

## Section 9: Reporting, Training, Outreach

- (1) Each law enforcement agency within Columbia County shall promulgate a policy addressing the Use of Deadly Physical Force by its police officers. Each law enforcement agency within Columbia County shall submit a copy of their policy addressing the use of Deadly Physical Force to the Administrator of the plan for inclusion in the plan. The Administrator of the plan shall include the policy from each agency in the plan and ensure that all policies are submitted by agencies as required. Each law enforcement agency within Columbia County, shall include in the agency policy regarding the Use of Deadly Force, a provision regarding engaging members of the community in a discussion regarding the agency's policies on the use of deadly force, and well as discussions regarding the use of deadly force by the agency's personnel.

- (2) Each law enforcement agency within Columbia County shall provide a copy of this Plan to every officer, incorporate the plan into agency policy documents and provide training to officers on the implementation of the plan. Additionally, each agency will provide necessary materials to supervisors of their agency so the supervisors have the Public Safety Statement questions listed in Appendix “A” available for use at the scene of a use of deadly force investigation.
- (3) Upon the conclusion of the investigation, the announcement by the District Attorney pursuant to Section 7(3) of this Plan, and the debriefing, the Agency shall complete the Attorney General’s report regarding the use of force, and submit the report to the District Attorney, Plan Administrator (see Section 10) and the Attorney General.
- (4) Each agency that is a signer to this agreement shall abide by the conditions and requirements set forth in Senate Bill 111 and in ORS 181.640 or any subsequent DPSST rule or O.A.R. developed pursuant to the bill. Each agency shall develop an internal monitoring system to ensure compliance with this section.
- (5) Pursuant to Section 10 of this agreement, a Plan Administrator will be selected. The Plan Administrator will take steps to publicize the existence and content of this plan, including but not limited to public meetings and discussions and media releases. The Plan Administrator will cause public notification of this plan to occur on an annual basis.
- (6) Prior to the adoption of this Plan, the Planning Authority shall take steps to engage the Columbia County community in a discussion regarding the purpose of the Plan, and the elements contained therein. Such steps shall include, but are not limited to general public release of the draft, discussion with the media, providing the draft to agency employees, union representatives, elected officials, and members of relevant boards or commissions.

## Section 10: Fiscal Impact

- (1) At the conclusion of each fiscal year following the adoption of the Plan, each agency shall submit to the administrator of the Plan, a report outlining the fiscal impact of each element of the Plan as described in Sections (a) to (e) of Section 2 (4) of Senate Bill 111, Oregon Laws 2006.

The administrator of the plan shall be selected pursuant to a majority vote of the members of the Deadly Physical Force Planning Authority from willing candidate agencies.

## Section 11: Plan Revision

- (1) The Planning Authority shall meet, at least, annually to review and discuss the operation of the Plan and the MCT.
- (2) If a revision of the Plan becomes advisable, based on the experience of agencies signing this agreement, the Planning Authority shall meet and discuss such a revision. If the Planning Authority adopts a revision, such revision shall be submitted for approval as provided by Senate Bill 111.

## Section 12: Signatures

### CITY OF ST. HELENS

By: \_\_\_\_\_  
Rick Scholl, Mayor

Date Signed \_\_\_\_\_

Attest: \_\_\_\_\_  
John Walsh, City Administrator

APPROVED AS TO FORM

\_\_\_\_\_  
City Attorney

### CITY OF SCAPPOOSE

By: \_\_\_\_\_  
Scott Burge, Mayor

Date Signed \_\_\_\_\_

Attest: \_\_\_\_\_  
City Manager

APPROVED AS TO FORM

\_\_\_\_\_  
City Attorney

### CITY OF COLUMBIA CITY

By: \_\_\_\_\_  
Casey Wheeler, Mayor

Date Signed \_\_\_\_\_

Attest: \_\_\_\_\_  
City Administrator

APPROVED AS TO FORM

\_\_\_\_\_  
City Attorney

**CITY OF RAINIER**

By: \_\_\_\_\_  
Jerry Cole, Mayor

Date Signed \_\_\_\_\_

Attest: \_\_\_\_\_  
City Administrator

APPROVED AS TO FORM

\_\_\_\_\_  
City Attorney

**CITY OF CLATSKANIE**

By: \_\_\_\_\_  
City Manager

Date Signed \_\_\_\_\_

**CITY OF VERNONIA**

By: \_\_\_\_\_  
Rick Hobart, Mayor

Date Signed \_\_\_\_\_

Attest: \_\_\_\_\_  
City Administrator

APPROVED AS TO FORM

\_\_\_\_\_  
City Attorney



**COUNTY OF COLUMBIA**

By: \_\_\_\_\_  
Henry Heimuller, County Commissioner

Date Signed \_\_\_\_\_

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

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

Attest: \_\_\_\_\_  
Board Secretary

APPROVED AS TO FORM

\_\_\_\_\_  
Sarah Hanson, County Counsel

**OREGON STATE POLICE**

By: \_\_\_\_\_  
Lt. Andrew Merilla

**INTERGOVERNMENTAL AGREEMENT  
FOR COLUMBIA COUNTY MAJOR CRIMES TEAM**

This agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2019 by and between the State of Oregon, by and through the Oregon State Police (the "State"), the City of Scappoose ("Scappoose"), the City of St. Helens ("St. Helens"), the City of Columbia City ("Columbia City"), the City of Rainier ("Rainier"), the City of Clatskanie ("Clatskanie"), the City of Vernonia ("Vernonia"), by and through their respective police departments, and Columbia County ("County") by and through its Sheriff's Office ("Sheriff") and District Attorney's Office ("DA"), which are referred to hereinafter in the singular as "agency or party", and collectively as "agencies or parties";

**RECITALS**

- A. 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
- B. WHEREAS, the parties desire to establish an accepted means to coordinate the efficient and effective delivery of mutual aid and mutual assistance between and among their law enforcement agencies for the investigation of major crimes; and
- C. WHEREAS, the parties desire to provide mutual aid and mutual assistance to one another at a reasonable cost by eliminating duplication where feasible and making the most efficient and effective use of their resources; and
- D. WHEREAS, the parties desire to provide for an efficient system of implementing and coordinating interagency cooperation between their law enforcement agencies; and
- E. WHEREAS, the parties desire to provide specific guidelines, policies and procedures for the investigation of officer-involved incidents where deadly physical force is used; and
- F. WHEREAS, the parties entered into an Intergovernmental Agreement for the Columbia County Major Crimes Team in both 2004 and 2013, and desire to supersede those Agreements by the terms of this agreement;

**NOW, THEREFORE**, under authority of Chapter 190, Oregon Revised Statutes, and in consideration for the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Intergovernmental Agreements for the Columbia County Major Crimes Team dated in 2004 and 2013, are hereby terminated.

2. DEFINITIONS AND FUNCTIONS: The following definitions shall have the following meaning when used in this Agreement. Functions are as stated for those defined entities.

**Commented [C1]:** I recommend putting your definitions in alphabetical order.

- A. **Agency or party:** The parties to this Agreement and any public body as defined in ORS 30.260(4)(a) or 30.260(6) that later becomes a party to the Agreement.
- B. **Agency of Primary Responsibility (APR)** The agency whose geographical jurisdiction the major crime or event falls within. In the event the major crime or incident occurs within the city limits of an incorporated city, the city police department will be the APR. In the event the major crime or incident occurs in an unincorporated portion of Columbia County, the County will be the APR. In the event the major crime or incident occurs along State highways, State parks or on State property, the State will be the APR.

For an APR that is a city police department, the Chief of Police will be the Jurisdictional Agency Head. For an APR that is Columbia County, the Sheriff will be the Jurisdictional Agency Head. For an APR that is the State of Oregon, the Jurisdictional Agency Head shall be designated by a State official.

If the Jurisdictional Agency Head for any city police department is unable to perform the functions of the position, the role of Jurisdictional Agency Head will transition to the next jurisdictional agency, which is the Sheriff. If the Sheriff is unable to perform the functions of the position, the role of Jurisdictional Agency Head will transition to the next jurisdictional agency, which is the Oregon State Police.

- C. **Assistant Resource Coordinator:** The Assistant Resource Coordinator will be an individual selected by the MCU who will assist and support the activities of the Resource Coordinator. The Assistant Resource Coordinator shall be a full-time supervisor employed by an agency, but shall not be employed by the same agency as the Resource Coordinator. Following initial appointment by the MCU, the Assistant Resource Coordinator will serve a two-year term, beginning on an odd numbered year.
- D. **Deadly Force Incident:** A Deadly Force Incident is an incident involving two or more individuals and involving employees representing one or more agency. During the incident, force is used by a full-time, part-time, sworn, unsworn or volunteer police officer and the force used is readily capable of causing death or serious physical injury, based on the totality of the circumstances. The parties agree that the final determination of whether or not an incident is a “Deadly Force Incident” will be made within the parameters of the Columbia County Deadly Physical Force Plan, which is attached hereto as Exhibit 1, and is incorporated herein by this reference.
- E. **District Attorney:** The District Attorney should be notified of all MCT activations. The District Attorney will work with, or assign an attorney to work with, the APR and the MCT.
- F. **Incident Commander:** The Incident Commander (IC) manages, coordinates and directs all aspects of the overall incident or event, including a Major Crimes Team (MCT) response. Where the incident or event involves only law enforcement activities and resources, the role of IC will be filled by the Jurisdictional Agency Head. Should the scope of the incident or event require involvement beyond those of law enforcement (i.e. public works, medical, red cross, etc.) the IC will designate the Jurisdictional Agency Head as the Director of the Law Enforcement Branch.

**Commented [C2]:** Who will be the Assistant until you get to an odd numbered year?

Nothing in this document prohibits the Jurisdictional Agency Head from acting as IC. Where appropriate, the IC and the Law Enforcement Branch Director, (when designated), will employ the concepts of National Incident Management System and the Incident Command System, including Unified Command, in dealing with MCT training or incidents.

- G. **Investigator:** Officer assigned by the employing agencies to the role of investigator, see Section 4.E.
- H. **Lead Investigator:** The Lead Investigator is selected by the APR Jurisdictional Agency Head in consultation with the District Attorney, and is the individual responsible for the direction of the criminal investigation. The Lead Investigator's employing agency shall have the right to decline the assignment of their officer to the Lead Investigator position. Nothing in this agreement would prohibit the Resource Coordinator or the Assistant Resource Coordinator from acting as the Lead Investigator.
- I. **Major Crimes/Cases:** The team will be available to respond and investigate the following major crimes/cases;
  - a. Homicide;
  - b. Deaths requiring criminal investigation;
  - c. Serial Crimes (i.e., rape);
  - d. Kidnap First Degree;
  - e. Other high profile, complex cases;
  - f. Conflict of interest cases
  - g. Deadly force incidents
- J. **Major Crimes Team-Command Unit (MCU):** The Police Chiefs and Sheriff of the agencies and the ranking member involved with the Oregon State Police, who have signed this agreement, shall jointly comprise the MCU. The MCU is responsible for management and supervision of the Major Crimes Team.
- K. **Medical Examiner:** The Medical Examiner should be notified of all MCT investigation where death of a human is involved and the circumstances of the death are as listed in ORS 146.090.
- L. **Mutual Aid:** The provision of additional personnel, equipment, or expertise by one law enforcement agency for the primary benefit of another law enforcement agency to assist in responding to an emergency situation. The term includes, but is not limited to, the provision of additional personnel, equipment, or expertise by one law enforcement agency to another law enforcement agency in relation to major crimes investigation.
- M. **NIMS:**The National Incident Management System, an element of which is the Incident Command System (ICS.), and includes Unified Command.
- N. **Police Officer, Peace Officer, General Authority Oregon Police Officer:** Police Officer means a full-time, fully compensated police officer commissioned by the State of

Commented [C3]: I don't understand the purpose of this definition.

Commented [C4]: I'm not clear why you want to limit the agreement to full time Police Officers; v. certified reserve officers.

Oregon or any full-time, fully compensated police officer commissioned by a public agency or unit of local government of the State of Oregon to enforce the criminal laws of Oregon and includes the definitions contained or employed in ORS 181.610 and ORS 190.472, as now enacted or hereafter amended. For purposes of this agreement the term also includes full-time, part-time, sworn, unsworn or volunteer police officers.

- O. **Requesting Agency:** The agency requesting mutual aid.
- P. **Resource Coordinator:** The Resource Coordinator will be an individual selected by the MCU. The Resource Coordinator will be responsible for coordinating MCT deployment, providing training for the MCT and assisting the Incident Commander and the Lead Investigator. The Resource Coordinator shall be a full-time supervisor employed by an agency. Following initial appointment by the MCU, appointment to the Resource Coordinator position will be for a period of two (2) years, beginning on an even numbered year. No single agency shall provide the Resource Coordinator for two or more consecutive two-year appointment periods unless approved by the MCU.

Commented [C5]: Why specify even v. odd years?

**3. TEAM COMPOSITION:** The MCT shall be composed of:

- A. Incident Commander or Law Enforcement Branch Director,
- B. Lead Investigator;
- C. Resource Coordinator and Assistant Resource Coordinator; and
- D. Depending on availability, each agency will appoint at least one team member from their Police Officer staff. Ideally, each agency will appoint more than one member. Team members shall be non-probationary employees assigned by their employing agency heads or designee.
- E. Each agency may assign non-police resources to the team, as available. (i.e. Evidence Technician, Support Staff or Polygrapher)

**4. ROLES AND FUNCTIONS OF TEAM MEMBERS:**

- A. The Incident Commander (IC) shall be the manager of the event or incident and all subordinate groups and elements will report to the IC. Depending on the scope of the incident, the IC may be a City Mayor or some other non-law-enforcement official. In such an event, the IC will designate the Jurisdictional Agency Head as the Law Enforcement Branch Director. Depending on the complexity of the incident or event, the I.C. may create an Operations Section, Planning Section, Logistics Section and/or Finance/Admin Section and appoint the appropriate Section Chiefs.

The IC or Law Enforcement Branch Director may create additional branches or units as needed to support the investigation. These units may include but are not limited to a traffic control unit, a crime scene security unit, a chaplain unit, an evidence technician unit, a canine unit, etc.

The IC may create and staff the following positions, as needed, to support the IC

- Liaison Officer;
- Safety Officer;

- Public Information Officer (PIO).
- B. The Lead Investigator shall report to the I.C. or Law Enforcement Branch Director and will function as the practical head of the investigation. The Lead Investigator will lead and direct the actual investigation and function within the parameters set by the IC or Law Enforcement Branch Director, making assignments among team members and securing investigative resources, requesting additional investigators and releasing team members that are not needed to return to their agencies. Agencies agree that the IC / Law Enforcement Branch Director and the Lead Investigator have operational control of the major crime or incident and of the officers employed by agencies and assigned to the MCT response.

The Lead Investigator is responsible for briefing, or arranging briefings for the IC, Law Enforcement Branch Director or the Jurisdictional Agency Head and the assigned prosecutor from the District Attorney's Office as to the status of the case.

The Lead Investigator shall participate in the investigation, as deemed necessary and ensure that a complete and comprehensive investigation is conducted and that all related reports are submitted to the District Attorney's office for case review and prosecution consideration.

- C. The Investigators assigned to the MCT will conduct the investigation, control the crime scene, interview witnesses, collect and process evidence, examine the scene, direct and supervise forensic personnel and advise and consult with the District Attorney, other team members and the APR.
- D. The Resource Coordinator shall assist and support the Lead Investigator in the direction and management of the event or incident during team activation. The Resource Coordinator will be the person responsible for the coordinating MCT deployment, coordinating training for the MCT and assisting the MCU.

#### **5. TEAM ACTIVATION:**

- A. Each agency is responsible for keeping the Resource Coordinator or Assistant Resource Coordinator advised of the current primary and alternate MCT members, including their contact and alternate phone numbers. The Resource Coordinator or Assistant Resource Coordinator is responsible to keep Columbia 911 Communications District (C911CD) advised of the identity and contact information for all MCT members.
- B. The MCT may be activated by the agency head or designee for the APR any time a Major Crime occurs within the APR jurisdiction. An agency head may designate authority to activate the MCT to any member of its organization, as desired. Nothing in this agreement requires an agency or agency head to utilize the MCT for any investigation except as stated in section 9(H) below.
- C. Team activation shall be initiated by contacting the C911CD and directing that the MCT

be activated. C911CD will then follow the published protocol, provided by the Resource Coordinator, to activate the team.

- D. The Resource Coordinator or Assistant Resource Coordinator will contact the Agency Head, or designee, of the APR and determine the general facts surrounding the event that precipitated the call-out. The Resource Coordinator will then ensure that the preliminary team call-out already conducted by C911CD represents adequate preliminary staffing for the event to be investigated. The Resource Coordinator may alter or revise the preliminary call-out, as he/she deems necessary.

**6. TERM OF AGREEMENT:**

**This Agreement shall be effective on the date last signed, below, and shall continue for a term of 5 years unless earlier terminated.**

Thereafter, this agreement will automatically renew for an additional period of five years. Should an agency choose to withdraw from this agreement, the agency shall provide a minimum thirty (30) days advance written notice to the other agencies. Upon withdrawal of an agency, this agreement shall continue in effect for the remaining parties

- 7. **AMENDMENTS:** At any time after commencement of this agreement, any agency may request a modification of the terms and conditions. A request for modification shall be made in writing and shall provide the reason for the modification. Upon agreement of a majority of the parties to the modification, the agreement will be amended.

**8. INDEMNITY:**

SUBJECT TO THE LIMITS OF THE OREGON TORT CLAIMS ACT, AS SET FORTH IN ORS 30.260 TO 30.300 AND ARTICLE XI, SECTIONS 7 AND 10 OF THE OREGON CONSTITUTION, EACH PARTY SHALL INDEMNIFY, DEFEND, SAVE, AND HOLD HARMLESS, THE OTHER PARTIES, THEIR OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES FOR THE INDEMNIFYING PARTY'S TORTS AND FOR THOSE OF ITS OFFICERS, AGENTS AND EMPLOYEES ACTING WITHIN THE SCOPE OF THEIR EMPLOYMENT OR DUTIES AS SET FORTH IN ORS 30.265. NOTWITHSTANDING THE FOREGOING, NO PARTY SHALL BE REQUIRED TO INDEMNIFY THE OSP BEYOND THE LIMITATIONS ON LIABILITY OF LOCAL PUBLIC BODIES FOR PERSONAL INJURY AND DEATH AS SET FORTH IN SECTION 4, SENATE BILL 311, 2009.

**9. DEADLY PHYSICAL FORCE**

- A. In 2007 the Oregon Legislature approved Senate Bill 111, Oregon Laws 2007, which created the Columbia County Deadly Physical Force Planning Authority. As directed by the bill, the planning authority created and propagated the Columbia County Deadly

Physical Force Plan. In 2008 the plan was approved by all governing bodies in Columbia County and by the Oregon Attorney General and was signed by each of the bodies. The plan remains in force in Columbia County.

- B.** The Columbia County Deadly Physical Force Plan is attached hereto and made part hereof by reference and is labeled “Appendix A” to this agreement.
- C.** The parties agree that the Columbia County Deadly Physical Force Plan will be the controlling document when addressing incidents or events that fit within the parameters of that plan and nothing in this agreement will take precedence over that plan.
- D.** The parties agree that any time a police officer, in any of the parties’ jurisdictions, uses deadly physical force that results in injury or death to any person, the public and the law enforcement profession demand a thorough, complete and fair investigation. The parties will continue to strive to obtain these goals and these standards are promulgated to result in the very best investigations possible. The purpose of this Agreement is to integrate the various police agencies in the county, in order to insure the continued high quality of investigations throughout the county, to provide training and experience to all agencies, to insure consistency, and to provide sufficient resources to guarantee that even the most complex situations are investigated in a comprehensive and timely manner.
- E.** To properly recognize and accommodate the various interests in the various rules of law which may be involved in any incident, investigation of these matters must be performed under two separate investigative formats: Criminal Investigation and Administrative Investigation. The policies and procedures set down in this agreement are specifically designated to provide defined guidelines for implementing and conducting a comprehensive criminal investigation. The criminal investigation has absolute investigative priority over any administrative investigation. The criminal investigation shall begin as soon after the incident has occurred as possible.
- F.** Any subsequent administrative investigation deemed to be appropriate will be the responsibility of the employing agency and, therefore, will not be addressed in this agreement. While the criminal investigators do not direct their investigative attention to administrative concerns, it is recognized by the member agencies that the results of the criminal investigation are an appropriate matter of interest to the employing agency for its internal use and the results of the criminal investigation shall be made fully available to the employing agency for that purpose.
- G.** Nothing in this agreement should be deemed to supersede member agency’s personnel policies or procedures or any labor contracts with labor organizations or associations.
- H.** The use of deadly force by a sworn, unsworn or volunteer police officer in Columbia County shall be investigated by the MCT, unless the District Attorney, in consultation with the Jurisdictional Agency Head, proposes a different agency to direct the investigation. Agency heads of the agencies hereby agree to waive their discretion in activating the MCT as defined in Section 5(B), above, for this defined set of incidents



- I. Nothing in this agreement precludes the employing agency from having full access to any involved officer and/or employee.

**10. MISCELLANEOUS:**

- A. Each MCT member is accountable to his/her agency for his/her conduct, performance and activities as a law enforcement officer.
- B. MCT members should attend any call-outs, critiques and training sessions.
- C. Officers (employees) of agencies will remain fully employed by their parent agencies and parent agencies agree to continue to provide all wages, benefits and Worker's Compensation coverage for their employees during the time their employees are assigned to the MCT for training, events or incidents. All parties to this Agreement expressly disavow any co-employment theory that would result in any party to this agreement being held liable for any wages, benefits or workers compensation for any agency officer (employee), other than their own employees, participating as a member of the MCT. Parent agencies retain ultimate authority over all aspects of the continued employment of their officers except that the parent agencies grant authority for operational management to the MCT commanders while that Agency employee is participating in MCT operations, call-outs and trainings. Officers (employees) will be held responsible for adherence to both the department policies of their parent agencies and the policies and procedures of the MCT. Prior to any deployment with the MCT, it shall be the responsibility of each individual MCT member to identify and bring to light any conflicts in policies between MCT policies and Agencies' policies so that any conflicts may be resolved.
- D. Each member agency shall pay for the ordinary wear and tear and routine maintenance of its equipment. Additionally, each member agency shall pay for the repair or replacement of its own property.
- E. An agency (or its designee) will provide staff members as described herein to participate in an investigation based on the agency's ability to provide assistance, as determined in the sole discretion of the agency.
- F. All press releases shall be the responsibility of the APR and should be crafted in cooperation with the PIO designated by the IC. All press releases should be made available to the media via the designated PIO or Joint Information Center (JIC). The release of information must be approved by the MCT Incident Commander and by the Lead Investigator and, when reasonably possible, with the District Attorney or his/her designee.
- G. The member agencies agree that in the event they are the APR, they will take the following steps to support the investigation;

- Assure proper protection of the crime scene; and
  - Request the C91 ICD to activate the MCT in accordance with currently provided call-out protocols (member agencies will provide arrival information for team members as quickly as possible after call-out);
  - Assist MCT members as possible; and
  - Prepare reports for actions taken and provide them to both the MCT and the District Attorney.
- H. The APR will be responsible for storage of evidence related to the case under investigation. Evidence handling and storage must be in compliance with agency policies and procedures for the proper protection and maintenance of evidence. In cases where there is difficulty storing the evidence, other arrangements may be made after consultation with the Lead Investigator and I.C. In any case, unnecessary additions to the chain of custody should be avoided and integrity of evidence maintained.
- I. Nothing in this agreement will impact the rendering of mutual aid or mutual assistance between member agencies or non-member agencies for situations or events not involving the MCT.
- J. If the investigation undertaken by the MCT involves a death that is reasonably suspected to be the result of the distribution or use of a controlled substance, the MCT investigators may contact the Columbia Enforcement Narcotics Team or any other group for assistance or consultation, at the discretion of the Lead Investigator and I.C.
- K. Any Oregon law enforcement agency not a party to this agreement at its inception may become a party to it by signing the agreement after being authorized to do so by its governing body. Upon the signing of the agreement by the additional party, the agreement shall become binding among all the parties that have signed the agreement.
- L. The failure of any party to enforce a provision of this agreement shall not constitute a waiver of that provision or any other provision of this agreement.
- M. Captions and headings used in this agreement are inserted for convenience of reference only and are not intended to affect the interpretation or construction of the agreement.
- Whenever possible, each provision of this agreement shall be interpreted in such a way as to be effective and valid under applicable law. If any provision of this agreement is adjudged invalid, such adjudication shall not affect the remainder of such provision or the remaining provisions of this agreement.
- N. Only a written instrument, executed by all of the parties to it, may amend this agreement.
- O. Every person signing this agreement hereby represents to all the others that they are duly authorized by their unit of local government to enter into this agreement.

**CITY OF ST. HELENS**

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

Date Signed \_\_\_\_\_

Attest: \_\_\_\_\_  
City Administrator

APPROVED AS TO FORM  
\_\_\_\_\_  
City Attorney

**CITY OF SCAPPOOSE**

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

Date Signed \_\_\_\_\_

Attest: \_\_\_\_\_  
City recorder

APPROVED AS TO FORM  
\_\_\_\_\_  
City Attorney

**CITY OF COLUMBIA CITY**

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

Date Signed \_\_\_\_\_

Attest: \_\_\_\_\_  
City Recorder

APPROVED AS TO FORM  
\_\_\_\_\_  
City Attorney

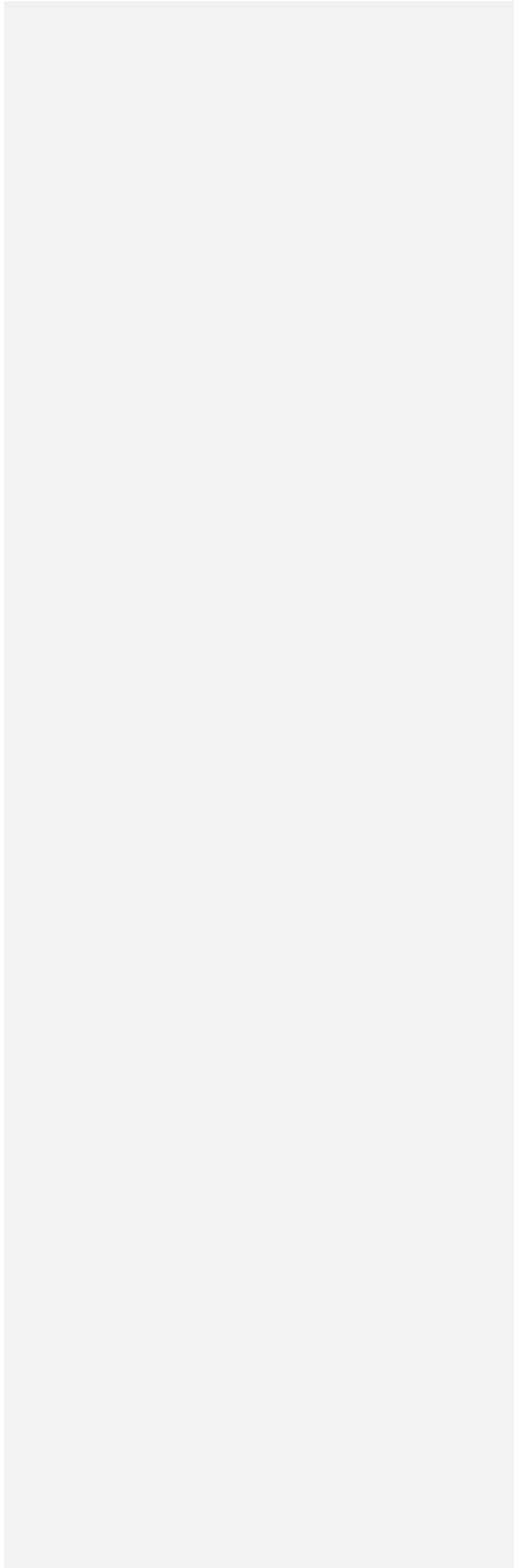
**CITY OF RAINIER**

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

Date Signed \_\_\_\_\_

Attest: \_\_\_\_\_  
City recorder

APPROVED AS TO FORM  
\_\_\_\_\_  
City Attorney



**CITY OF CLATSKANIE**

By: \_\_\_\_\_  
City Manager

Date Signed \_\_\_\_\_

**CITY OF VERNONIA**

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

Date Signed \_\_\_\_\_

Attest: \_\_\_\_\_  
City Recorder

APPROVED AS TO FORM

\_\_\_\_\_  
City Attorney

**COLUMBIA COUNTY**

By: \_\_\_\_\_  
Henry Heimuller, County Commissioner

Date Signed \_\_\_\_\_

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

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

Attest: \_\_\_\_\_  
Board Secretary

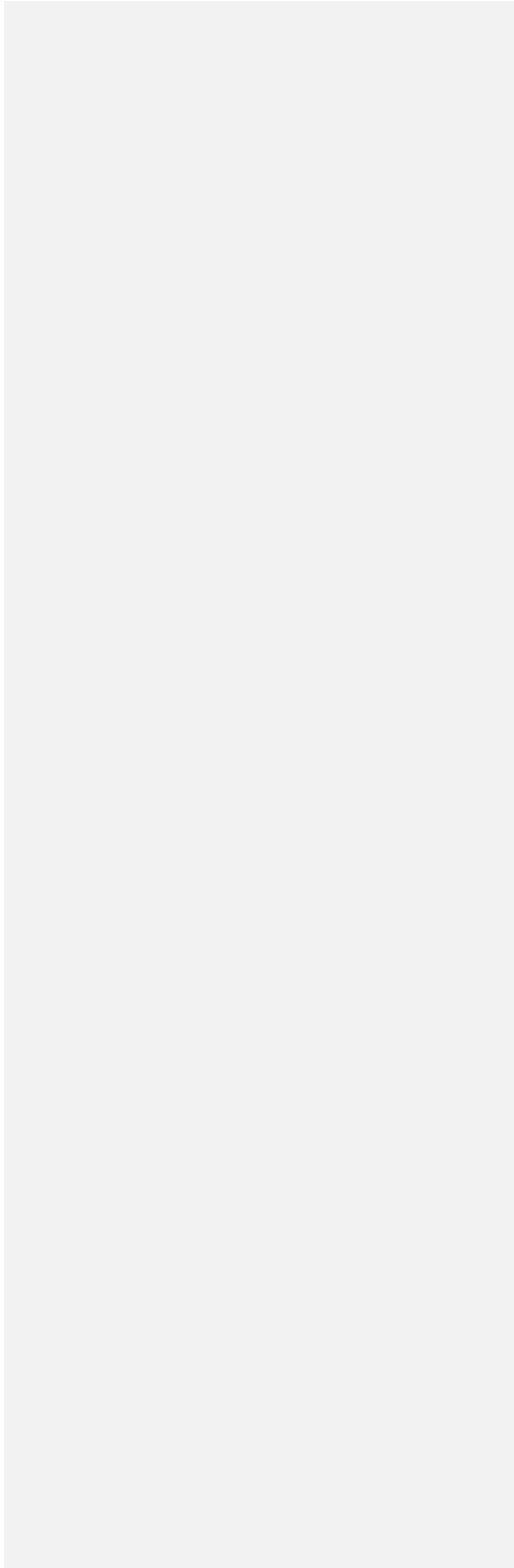
APPROVED AS TO FORM

\_\_\_\_\_  
County Attorney

**OREGON STATE POLICE**

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

Date Signed \_\_\_\_\_



1. The fare and service changes described in Exhibit A are hereby adopted.
2. The above recitals and the staff report attached as Exhibit A are adopted as findings in support of this decision.

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

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

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

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

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

Approved as to form

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



DATE: September 9, 2019  
FROM: Todd Wood, Transit Director  
TO: Board of County Commissioners  
RE: State Transportation Improvement Fund Implementation

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In 2017, the state adopted House Bill 2017 known as the State Transportation Improvement Fund (STIF). The purpose of the STIF program is to enhance and expand transportation options throughout the state of Oregon. A portion of the STIF has been allocated to public transit systems throughout the state including over \$400,000 allocated to the Columbia County Rider service area. On May 1, 2019, Columbia County submitted a plan, in accordance with the STIF rules, in order to utilize the available funds to expand and enhance transit for the residents of Columbia County.

**Project: Increased Portland Medical Service**

This project will increase the Portland medical from twice a month to every week. The STIF committee and staff recommend implementing this project on a rotating schedule of Tuesdays and Wednesdays.

**Project: Increased Dial a Ride service**

This project will add an additional 5 hours per day to CC rider's dial-a-ride system.

**Project: Increased Flex Route**

This project will increase line 3 flex service by adding an additional five runs per day. The STIF committee and Staff recommend implementing this project in a reverse direction, which will help reduce travel time and improve travel options for the users of this route.

**Project: Expanded Vernonia Service**

This project will improve Vernonia service by expanding to 5 days a week from the current 3 including the newly implemented stop in the city of Banks.

**Project: Honored Citizen/Low Income Reduced Fare**

This project will produce an Identification card to be renewed annually for \$1 off any fixed or flex route per boarding fare for elderly, disabled, students, veterans and low income riders.

These five projects are 100% funded by STIF and do not require any matching funds from the county.

In addition to the STIF, the County also applied for federal intercity funds (5311f) and STIF Discretionary funds. Both of these grants have been approved by the state. The grant agreement covers the following projects:

**Project: Expanded North County Service**

This project will expand North County from the current two trips to four trips.

This project requires a 44% match\* that will be partially funded by a federal 5307 grant agreement between the State of Oregon and Washington that will be awarded to Columbia County.

*\*The county has also applied for a 6<sup>th</sup> project under STIF that will help cover the match for this grant. However, that money is not guaranteed and will only be received if the revenue the state receives exceeds estimates.*

**Project: GPS tracking**

This project will obtain and install GPS units in all buses and purchase tracking software. Currently all GPS and tracking is done via Zonar which is provided by MTR Western. Zonar does not have a customer facing system. This project will retro fit the existing buses with a new GPS system and then adopt software for tracking and customer facing services. Similar tracking software is currently in use by Sunset Empire, Tillamook and Lincoln County. If Columbia County Rider adopts equivalent software, we will be able to integrate with the other three systems and improve our coordination and tracking.

This project requires a 10% match that will be funded by County contributions.

The final state vote on the STIF projects occurred on September 18, 2019 with the first funding disbursement expected in October 2019. All county Projects were approved.

Staff is recommending full implementation of all STIF projects, the 5311f funded North County expansion, October 7, 2019 and to begin the process of GPS purchase and implementation on October 7, 2019.



Service ~ Engagement ~ Connection ~ Innovation



# STIF Plan Template

## 1. Qualified Entity

### Qualified Entity Name \*

### Qualified Entity Address \*





### Employer Identification Number (EIN) \*

### STIF Plan Contact Name \*

### STIF Plan Contact Title \*

### STIF Plan Contact Phone Number \*

### STIF Plan Contact Email \*

### Will any of the projects in this STIF Plan use funds jointly managed with one or more other Qualified Entities? \*

## 1.2 Public Transportation Service Providers in this STIF Plan

### ✖ Provider 1

#### Service Provider Name \*

#### Employer Identification Number (EIN) \*

#### Service Provider Website \*



**Service Provider Contact Name \***

Todd M. Wood

**Service Provider Contact Title \***

Transit Program Administrator

**Service Provider Phone Number \***

(503) 366-8505

**Service Provider Email \***

todd.wood@co.columbia.or.us

**Service Provider Type \***

County

[+ Add Provider](#)

## 2. Advisory Committees

### 2.1 Advisory Committee Website

- By checking this box I agree all Advisory Committee requirements of OARs 732-040-0030, 732-040-0035 and 732-042-0020 have been met, including but not limited to, required constituencies, bylaws that include method for determining high percentage of Low-Income Households, public meetings, review and prioritization of STIF Plan Projects.

**Advisory Committee Web Address \***<https://www.nworegontransit.org/agencies/columbia-county-rider/>

If this information is not available on a website, you may upload other documentation that demonstrates how Advisory Committee information was published.

[Upload](#)

or drag files here.

*Limit 100 MB*

## 3. Local Plan Compliance

### 3.1 Existing Local Plans from which project(s) are derived.

**✘ Local Plan 1****Local Plan Name \***

Coordinated Public Transit - Human Se

**Governing Body that adopted Local Plan \***

Columbia County Commission

**Plan Adoption Date \***

9/6/2017

**Local Plan Web Address****Upload copy of Local Plan if it is not available on a website. \***

Upload

or drag files here.



[Order 70-2017 SIGNED \(the Coordinated Plan\).pdf](#)  
3.25 MB



Limit 100 MB

+ Add Local Plan

## 3.2 Local Plan requirements

**I agree all Local Plans are consistent with the STIF requirements specified in OAR 732-040-0005(18) \***

- Yes
- No, one or more Local Plans are not yet consistent with STIF rule requirements.

## 4. Accountability

*You may insert a web address in place of a description or document upload, as long as the information is sufficient enough to warrant approval of the STIF Plan and comply with STIF Rule.*

### 4.1 Accountability methods

- By checking this box I affirm that all of the necessary policies and procedures are in place to ensure compliance with OAR 732, Divisions 40 and 42, and to achieve the goals and outcomes specified in this STIF Plan, including, but not limited to program and financial management, operations management, procurement, use and maintenance of equipment, records retention, compliance with state and federal laws, civil rights and compliance with ADA.
- By checking this box I affirm that all of the necessary policies and procedures are in place to ensure compliance of all Sub-Recipients with OAR 732, Divisions 40 and 42, and to achieve the goals and outcomes specified in this STIF Plan, address deficiencies in Sub-Recipient performance, and to ensure the Qualified Entity can accomplish the applicable requirements of these rules, including but not limited to, audit and compliance requirements, accounting requirements, capital asset requirements and reporting requirements.

### 4.2 Sub-Allocation method

**Describe the Qualified Entity's method for sub-allocating STIF Formula Fund moneys and the collaborative process used to work with Public Transportation Service Providers and other potential Sub-Recipients, as relevant, to develop the sub-allocation method. \***

There are no other public transportation providers in Columbia County and no interest has been expressed by any other entities. Sub-Allocation will not be possible for Columbia County.

Limit 1000 Characters

### Upload Response

Upload

or drag files here.

Limit 100 MB

## 4.3 High Percentage of Low-Income Households

Explain how the STIF Plan defines and identifies communities with a high percentage of Low-Income Households.

File Uploaded

Limit 1000 Characters

### Upload Response

Upload

or drag files here.



[Low Income Households.pdf](#)  
106.77 KB



Limit 100 MB

## 5. STIF Plan Period and Adoption

### 5.1 Period Covered By STIF Plan

Provide start and end dates for projects proposed for funding in this STIF Plan. The earliest possible start date for the initial solicitation cycle is July 1, 2018. For this first funding cycle, providers are required to end the Plan period no later than June 30, 2021.

Start Date: \*

4/1/2019



End Date: \*

6/30/2021



End date is set to 6/30/2021. Do not adjust this date.

### 5.2 STIF Plan Adoption

STIF Plan Advisory Committee recommendation date \*

4/2/2019



STIF Plan Governing Body adoption date \*

4/10/2019



Website where Governing Body adoption document is located \*

<http://www.co.columbia.or.us/departments/board-of-commissioners-office-main/boc-meetings>

Upload Governing Body adoption document if website is unavailable.

Upload

or drag files here.

Limit 100 MB

Did the Governing Body modify the Advisory Committee's recommended STIF Plan? \*

No

## 6. Projects

### 6.1 Project Detail Entry

#### ✖ Project 1

**Public Transportation Service Provider or Qualified Entity Name \***

Columbia County Rider

**Project Name \***

Expansion of Dial - a - Ride Service

*Limit 50 characters*

**Project Description \***

The Project will add an additional five hours per day of Dial-a Ride service to Columbia County. Dial - a Ride Service. Currently dial a ride service offers service for elder, disabled and those otherwise unable to use transit options to meet life needs.

*Limit 500 Characters*

**Do you plan to expend funding in a future STIF Plan period?**

\*

- Yes
- No

**Is this project part of your 100% list or 130% list? \***

100 % List

**100% List Project Rank \***

2

**Project budget share to improve, expand or maintain public transportation service**

**Improve or Expand Service \***

100%

**Maintain Service**

0 %

**Local Plan from which this project is derived: \***

Coordinated Public Transit - Human Services Transportation Plan

**Local Plan page number \***

61

#### **Multi-Phase Project**

**Is your project part of a larger multi-phase project? \***

No

### 6.1.1 Project Scope

**Task 1**

**Task Description**

Provide transportation to Columbia Area residents who are unable to utilize the regular bus system to meet life needs.

*Limit 250 Characters*

**Category\***

Operations 300-00 Operations

**Specify the mode that this task will support.**

- Fixed Route  Demand Response

**300.00 Operations Activity Type\***

- Operating Assistance 30.09

**Operating Assistance Activity Detail\***

- 30.09.01 Operating Assistance  
 44.26.14 Communications  
 11.7L.00 Mobility Management

### 6.1.2 Expenditure Estimates

**Expenditures by Fund Source and Fiscal Year**

*Enter estimates of all expenditures for activities in this task denoting both fund source and fiscal year of expenditure.*

Fund Type*	2019	2020	2021	Total
<input checked="" type="radio"/> STIF	\$0.00	\$122,000.00	\$126,000.00	\$248,000.00
<input checked="" type="radio"/> Federal				\$0.00
<input checked="" type="radio"/> Other State				\$0.00
<input checked="" type="radio"/> Local				\$0.00
<input checked="" type="radio"/> Other Funds				\$0.00
	\$0.00	\$122,000.00	\$126,000.00	\$248,000.00

+ Add Fund Source

### 6.1.3 Outcome Measures

#### Minimum required measures for operations tasks

Revenue Miles \*

20,000

Revenue Hours \*

2,550.00

Rides \*

5,100

Number of people with access to transit (within ½ mile of transit stop for fixed route) \*

45,587

Number of Low-Income Households with access to transit (within ½ mile of transit stop for fixed route) \*

6,306

Number of new shared stops with other transit providers (reducing fragmentation in transit services) \*

0

Is this project supporting student transportation? \*

No

#### Optional Outcome Measures

+ Add Outcome Measure

+ Add Task

## 6.2 Allocation of STIF funds by project

### STIF Criteria

1. Increased frequency of bus service to areas with a high percentage of Low-Income Households.
2. Expansion of bus routes and bus services to serve areas with a high percentage of Low-Income Households.
3. Fund the implementation of programs to reduce fares for public transportation in communities with a high percentage of Low-Income Households.
4. Procurement of low or no emission buses for use in areas with 200,000 or more.
5. The improvement in the frequency and reliability of service between communities inside and outside of the Qualified Entity's service area.
6. Coordination between Public Transportation Service Providers to reduce fragmentation in the provision of transportation services.
7. Implementation of programs to provide student transit service for students in grades 9-12.

FY 2019 STIF Total

FY 2020 STIF Total

FY 2021 STIF Total

\$0.00

\$122,000.00

\$126,000.00

**Fund Allocation (Must not exceed 100% per criterion per fiscal year)**

*If some criteria don't apply, fill in with zeros. Do not add or remove additional criterion.*

Criterion	FY 2019 *	FY 2020 *	FY 2021 *
✘ Criterion 1	100.0 %	100.0 %	100.0 %
✘ Criterion 2			
✘ Criterion 3			
✘ Criterion 4			
✘ Criterion 5			
✘ Criterion 6			
✘ Criterion 7			
	100.0 %	100.0 %	100.0 %

+ Add #

**6.3 Oregon Public Transportation Plan Goals**

*Select at least one goal.*

**Select the OPTP goals that apply to your STIF Plan Projects. \***

- Goal 1 Mobility: Public Transportation User Experience -- People of all ages, abilities, and income levels move reliably and conveniently between destinations using an affordable, well-coordinated public transportation system. People in Oregon routinely use public transportation to meet their daily needs.
- Goal 2: Accessibility and Connectivity – Riders experience user-friendly and convenient public transportation connections to and between services and travel modes in urban, suburban, rural, regional, and interstate areas.
- Goal 3: Community Livability and Economic Vitality – Public transportation promotes community livability and economic vitality by efficiently and effectively moving people of all ages to and from homes, jobs, businesses, schools and colleges, and other destinations in urban, suburban, and rural areas.
- Goal 4: Equity – Public transportation provides affordable, safe, efficient, and equitable transportation to jobs, services, and key destinations, improving quality of life for all Oregonians.
- Goal 5: Health – Public transportation fosters improved health of Oregonians by promoting clean air, enhancing connections between people, enabling access to services such as health care and goods such as groceries, and by giving people opportunities to integrate physical activity into everyday life through walking and bicycling to and from public transportation.
- Goal 6: Safety and Security – Public transportation trips are safe; riders feel safe and secure during their travel. Public transportation contributes to the resilience of Oregon communities.
- Goal 7: Environmental Sustainability – Public transportation contributes to a healthy environment and climate by moving more people with efficient, low-emission vehicles, reducing greenhouse gases and other pollutants.
- Goal 8: Land Use – Public transportation is a tool that supports Oregon’s state and local land use goals and policies. Agencies collaborate to ensure public transportation helps shape great Oregon communities providing efficient and effective travel options in urban, suburban, and rural areas.

- Goal 9: Funding and Strategic Investment – Strategic investment in public transportation supports the overall transportation system, the economy, and Oregonians’ quality of life. Sustainable and reliable funding enables public transportation services and infrastructure to meet public needs.
- Goal 10: Communication, Collaboration, and Coordination – Public and private transportation providers and all levels of government within the state and across state boundaries work collaboratively and foster partnerships that make public transportation seamless regardless of jurisdiction.

**Goal 4 Policies - Select all that apply. \***

- Policy 4.1: Engage populations recognized as transportation disadvantaged in public transportation service decision making.
- Policy 4.2: Understand and communicate how disparities, barriers, and needs affect the ability of people to access and use public transportation, especially those who are transportation disadvantaged.
- Policy 4.3: Identify disparities, barriers, and needs that impact people’s ability to access and use public transportation.
- Policy 4.4: Address the disparities, barriers, and needs that impact people’s ability to access and use public transportation.
- Policy 4.5: Integrate equity criteria into funding decisions.

**Goal 5 Policies - Select all that apply. \***

- Policy 5.1: Provide access to healthy lifestyle options by supporting the ability of people to reach goods and services such as groceries, recreation, health care, and social opportunities via public transportation.
- Policy 5.2: Integrate health considerations into public transportation planning and decision making at the local, regional, and state level.
- Policy 5.3: Connect public transportation riders to health and social services.

**6.4 Project Summary**

**Project Name**

Expansion of Dial - a - Ride Service

**STIF Project Grand Total**

\$248,000.00

**FY 2019 STIF Project Total**

\$0.00

**FY 2020 STIF Project Total**

\$122,000.00

**FY 2021 STIF Project Total**

\$126,000.00

**FY 2019 percent of STIF Funds supporting student transportation**

**FY 2020 percent of STIF Funds supporting student transportation**  
0.00 %

**FY 2021 percent of STIF Funds supporting student transportation**  
0.00 %

**✘ Project 2**

**Public Transportation Service Provider or Qualified Entity Name \***

Columbia County Rider

**Project Name \***

Increased Portland Medical Service

*Limit 50 characters*



**Project Description \***

This project will increase the number of trips from Columbia County to Portland Metros Major Hospitals from twice per month to once per week. This will allow more access more often to needed medical services that are not currently available in Columbia County.

*Limit 500 Characters*

**Do you plan to expend funding in a future STIF Plan period?**

\*

Yes

No

**Is this project part of your 100% list or 130% list? \***

100 % List 

**100% List Project Rank \***

1

**Project budget share to improve, expand or maintain public transportation service**

**Improve or Expand Service \***

100% 

**Maintain Service**

0 %

**Local Plan from which this project is derived: \***

Coordinated Public Transit - Human Services Transportation Plan

**Local Plan page number \***

49

**Multi-Phase Project**

**Is your project part of a larger multi-phase project? \***

No 

**6.1.1 Project Scope**

**✘ Task 1**

**Task Description**

Provide weekly trips from Columbia County to Major Portland Hospitals including OHSU, VA, St Vincent, Emmanuel ETC.

*Limit 250 Characters*

**Category \***

Operations 300-00 Operations 

**Specify the mode that this task will support.**

- Fixed Route  Demand Response

**300.00 Operations Activity Type \***

- Operating Assistance 30.09

**Operating Assistance Activity Detail \***

- 30.09.01 Operating Assistance  
 44.26.14 Communications  
 11.7L.00 Mobility Management

**6.1.2 Expenditure Estimates**

**Expenditures by Fund Source and Fiscal Year**

Enter estimates of all expenditures for activities in this task denoting both fund source and fiscal year of expenditure.

Fund Type *	2019	2020	2021	Total
<input checked="" type="radio"/> STIF		\$25,000.00	\$26,000.00	\$51,000.00
<input checked="" type="radio"/> Federal				\$0.00
<input checked="" type="radio"/> Other State				\$0.00
<input checked="" type="radio"/> Local				\$0.00
<input checked="" type="radio"/> Other Funds				\$0.00
	\$0.00	\$25,000.00	\$26,000.00	\$51,000.00

**6.1.3 Outcome Measures**

**Minimum required measures for operations tasks**

**Revenue Miles \***

2,000

**Revenue Hours \***

520.00

**Rides \***

520

**Number of people with access to transit (within ½ mile of transit stop for fixed route) \***

45,587

**Number of Low-Income Households with access to transit (within ½ mile of transit stop for fixed route) \***

6,306

**Number of new shared stops with other transit providers (reducing fragmentation in transit services) \***

0

**Is this project supporting student transportation? \***

No ▼

**Optional Outcome Measures**

+ Add Outcome Measure

+ Add Task

**6.2 Allocation of STIF funds by project**

**STIF Criteria**

1. Increased frequency of bus service to areas with a high percentage of Low-Income Households.
2. Expansion of bus routes and bus services to serve areas with a high percentage of Low-Income Households.
3. Fund the implementation of programs to reduce fares for public transportation in communities with a high percentage of Low-Income Households.
4. Procurement of low or no emission buses for use in areas with 200,000 or more.
5. The improvement in the frequency and reliability of service between communities inside and outside of the Qualified Entity's service area.
6. Coordination between Public Transportation Service Providers to reduce fragmentation in the provision of transportation services.
7. Implementation of programs to provide student transit service for students in grades 9-12.

**FY 2019 STIF Total**  
\$0.00

**FY 2020 STIF Total**  
\$25,000.00

**FY 2021 STIF Total**  
\$26,000.00

**Fund Allocation (Must not exceed 100% per criterion per fiscal year)**

*If some criteria don't apply, fill in with zeros. Do not add or remove additional criterion.*

Criterion	FY 2019 *	FY 2020 *	FY 2021 *
<span style="color: red;">✘</span> Criterion 1		100.0 %	100.0 %
<span style="color: red;">✘</span> Criterion 2			
<span style="color: red;">✘</span> Criterion 3			
<span style="color: red;">✘</span> Criterion 4			
<span style="color: red;">✘</span> Criterion 5			
<span style="color: red;">✘</span>			



Criterion 7

0.0 %

100.0 %

100.0 %

## 6.3 Oregon Public Transportation Plan Goals

Select at least one goal.

### Select the OPTP goals that apply to your STIF Plan Projects. \*

- Goal 1 Mobility: Public Transportation User Experience -- People of all ages, abilities, and income levels move reliably and conveniently between destinations using an affordable, well-coordinated public transportation system. People in Oregon routinely use public transportation to meet their daily needs.
- Goal 2: Accessibility and Connectivity – Riders experience user-friendly and convenient public transportation connections to and between services and travel modes in urban, suburban, rural, regional, and interstate areas.
- Goal 3: Community Livability and Economic Vitality – Public transportation promotes community livability and economic vitality by efficiently and effectively moving people of all ages to and from homes, jobs, businesses, schools and colleges, and other destinations in urban, suburban, and rural areas.
- Goal 4: Equity – Public transportation provides affordable, safe, efficient, and equitable transportation to jobs, services, and key destinations, improving quality of life for all Oregonians.
- Goal 5: Health – Public transportation fosters improved health of Oregonians by promoting clean air, enhancing connections between people, enabling access to services such as health care and goods such as groceries, and by giving people opportunities to integrate physical activity into everyday life through walking and bicycling to and from public transportation.
- Goal 6: Safety and Security – Public transportation trips are safe; riders feel safe and secure during their travel. Public transportation contributes to the resilience of Oregon communities.
- Goal 7: Environmental Sustainability – Public transportation contributes to a healthy environment and climate by moving more people with efficient, low-emission vehicles, reducing greenhouse gases and other pollutants.
- Goal 8: Land Use – Public transportation is a tool that supports Oregon’s state and local land use goals and policies. Agencies collaborate to ensure public transportation helps shape great Oregon communities providing efficient and effective travel options in urban, suburban, and rural areas.
- Goal 9: Funding and Strategic Investment – Strategic investment in public transportation supports the overall transportation system, the economy, and Oregonians’ quality of life. Sustainable and reliable funding enables public transportation services and infrastructure to meet public needs.
- Goal 10: Communication, Collaboration, and Coordination – Public and private transportation providers and all levels of government within the state and across state boundaries work collaboratively and foster partnerships that make public transportation seamless regardless of jurisdiction.

### Goal 3 Policies - Select all that apply. \*

- Policy 3.1: Enhance access to education and employment via public transportation.
- Policy 3.2: Promote and support use of public transportation for tourism and special events in Oregon.
- Policy 3.3: Promote the use of public transportation to foster greater community livability.

### Goal 5 Policies - Select all that apply. \*

- Policy 5.1: Provide access to healthy lifestyle options by supporting the ability of people to reach goods and services such as groceries, recreation, health care, and social opportunities via public transportation.
- Policy 5.2: Integrate health considerations into public transportation planning and decision making at the local, regional, and state level.
- Policy 5.3: Connect public transportation riders to health and social services.

### 6.4 Project Summary

**Project Name**

Increased Portland Medical Service

**STIF Project Grand Total**

\$51,000.00

**FY 2019 STIF Project Total**

\$0.00

**FY 2020 STIF Project Total**

\$25,000.00

**FY 2021 STIF Project Total**

\$26,000.00

**FY 2019 percent of STIF Funds supporting student transportation**

**FY 2020 percent of STIF Funds supporting student transportation**  
0.00 %

**FY 2021 percent of STIF Funds supporting student transportation**  
0.00 %

**✘ Project 3**

**Public Transportation Service Provider or Qualified Entity Name \***

Columbia County Rider

**Project Name \***

Increased Flex Service

*Limit 50 characters*

**Project Description \***

This project will expand the existing flex service that runs between st Helens and Scappoose by providing an additional five trips per day with enhanced routing and some reverse service that will reduce wait times between buses.

*Limit 500 Characters*

**Do you plan to expend funding in a future STIF Plan period?**

\*

- Yes
- No

**Is this project part of your 100% list or 130% list? \***

100 % List

**100% List Project Rank \***

3

**Project budget share to improve, expand or maintain public transportation service**

**Improve or Expand Service \***

100%

**Maintain Service**

0 %

**Local Plan from which this project is derived: \***

**Local Plan page number \***

### Multi-Phase Project

Is your project part of a larger multi-phase project? \*

No

### 6.1.1 Project Scope

**Task 1**

**Task Description**

Create new service for the flex including service in the opposite direction as to increase access to local services, schools and stores.

Limit 250 Characters

**Category \***

Operations 300-00 Operations

Specify the mode that this task will support.

- Fixed Route
- Demand Response

**300.00 Operations Activity Type \***

- Operating Assistance 30.09

**Operating Assistance Activity Detail \***

- 30.09.01 Operating Assistance
- 44.26.14 Communications
- 11.7L.00 Mobility Management

### 6.1.2 Expenditure Estimates

**Expenditures by Fund Source and Fiscal Year**

Enter estimates of all expenditures for activities in this task denoting both fund source and fiscal year of expenditure.

Fund Type *	2019	2020	2021	Total
<input checked="" type="radio"/> STIF		\$188,000.00	\$194,000.00	\$382,000.00
<input checked="" type="radio"/> Federal				\$0.00
<input checked="" type="radio"/> Other State				\$0.00
<input checked="" type="radio"/>				\$0.00

✖ Other Funds				\$0.00
	\$0.00	\$188,000.00	\$194,000.00	\$382,000.00

### 6.1.3 Outcome Measures

#### Minimum required measures for operations tasks

**Revenue Miles \***

**Revenue Hours \***

**Rides \***

**Number of people with access to transit (within ½ mile of transit stop for fixed route) \***

**Number of Low-Income Households with access to transit (within ½ mile of transit stop for fixed route) \***

**Number of new shared stops with other transit providers (reducing fragmentation in transit services) \***

**Is this project supporting student transportation? \***

#### Choose at least one

**Operations \***

- Number of students in grades 9-12 with free or reduced fare transit pass
- Number of students in grades 9-12 attending a school served by transit
- Number of rides provided to students in grades 9-12
- Other

**Number of students in grades 9-12 with free or reduced fare transit pass \***

**Number of students in grades 9-12 attending a school served by transit \***

#### Optional Outcome Measures

+ Add Outcome Measure

+ Add Task

## 6.2 Allocation of STIF funds by project

### STIF Criteria

1. Increased frequency of bus service to areas with a high percentage of Low-Income Households.
2. Expansion of bus routes and bus services to serve areas with a high percentage of Low-Income Households.
3. Fund the implementation of programs to reduce fares for public transportation in communities with a high percentage of Low-Income Households.
4. Procurement of low or no emission buses for use in areas with 200,000 or more.
5. The improvement in the frequency and reliability of service between communities inside and outside of the Qualified Entity's service area.
6. Coordination between Public Transportation Service Providers to reduce fragmentation in the provision of transportation services.
7. Implementation of programs to provide student transit service for students in grades 9-12.








**FY 2019 STIF Total**  
\$0.00

**FY 2020 STIF Total**  
\$188,000.00

**FY 2021 STIF Total**  
\$194,000.00

### Fund Allocation (Must not exceed 100% per criterion per fiscal year)

*If some criteria don't apply, fill in with zeros. Do not add or remove additional criterion.*

Criterion	FY 2019 *	FY 2020 *	FY 2021 *
 Criterion 1		70.0 %	70.0 %
 Criterion 2		10.0 %	10.0 %
 Criterion 3			
 Criterion 4			
 Criterion 5		10.0 %	10.0 %
 Criterion 6			
 Criterion 7		10.0 %	10.0 %
	0.0 %	100.0 %	100.0 %





## 6.3 Oregon Public Transportation Plan Goals

Select at least one goal.

### Select the OPTP goals that apply to your STIF Plan Projects. \*

- Goal 1 Mobility: Public Transportation User Experience -- People of all ages, abilities, and income levels move reliably and conveniently between destinations using an affordable, well-coordinated public transportation system. People in Oregon routinely use public transportation to meet their daily needs.
- Goal 2: Accessibility and Connectivity -- Riders experience user-friendly and convenient public transportation connections to and between services and travel modes in urban, suburban, rural, regional, and interstate areas.
- Goal 3: Community Livability and Economic Vitality – Public transportation promotes community livability and economic vitality by efficiently and effectively moving people of all ages to and from homes, jobs, businesses, schools and colleges, and other destinations in urban, suburban, and rural areas.
- Goal 4: Equity – Public transportation provides affordable, safe, efficient, and equitable transportation to jobs, services, and key destinations, improving quality of life for all Oregonians.
- Goal 5: Health – Public transportation fosters improved health of Oregonians by promoting clean air, enhancing connections between people, enabling access to services such as health care and goods such as groceries, and by giving people opportunities to integrate physical activity into everyday life through walking and bicycling to and from public transportation.
- Goal 6: Safety and Security – Public transportation trips are safe; riders feel safe and secure during their travel. Public transportation contributes to the resilience of Oregon communities.
- Goal 7: Environmental Sustainability – Public transportation contributes to a healthy environment and climate by moving more people with efficient, low-emission vehicles, reducing greenhouse gases and other pollutants.
- Goal 8: Land Use – Public transportation is a tool that supports Oregon’s state and local land use goals and policies. Agencies collaborate to ensure public transportation helps shape great Oregon communities providing efficient and effective travel options in urban, suburban, and rural areas.
- Goal 9: Funding and Strategic Investment – Strategic investment in public transportation supports the overall transportation system, the economy, and Oregonians’ quality of life. Sustainable and reliable funding enables public transportation services and infrastructure to meet public needs.
- Goal 10: Communication, Collaboration, and Coordination – Public and private transportation providers and all levels of government within the state and across state boundaries work collaboratively and foster partnerships that make public transportation seamless regardless of jurisdiction.

### Goal 1 Policies - Select all that apply. \*

- Policy 1.1: Provide consistent and reliable public transportation services that people can count on to meet their travel needs.
- Policy 1.2: Provide customers access to clear, accurate information about public transportation services through multiple sources and media.
- Policy 1.3: Enact fare policies that reflect the needs of the community served; ensure that public transportation fares are understandable and easy to pay.
- Policy 1.4: Coordinate and enhance mobility management services and strategies to better coordinate services to enable riders and potential riders to use public transportation.
- Policy 1.5: Advance efficient mobility and reduce traffic congestion by enabling and promoting reliable, efficient service on corridors identified as public transportation priority corridors.
- Policy 1.6: Work proactively with state and local planning bodies to support local and regional public transportation plans and goals throughout the state.

### Goal 3 Policies - Select all that apply. \*

- Policy 3.1: Enhance access to education and employment via public transportation.

- Policy 3.2: Promote and support use of public transportation for tourism and special events in Oregon.
- Policy 3.3: Promote the use of public transportation to foster greater community livability.

#### **Goal 4 Policies - Select all that apply. \***

- Policy 4.1: Engage populations recognized as transportation disadvantaged in public transportation service decision making.
- Policy 4.2: Understand and communicate how disparities, barriers, and needs affect the ability of people to access and use public transportation, especially those who are transportation disadvantaged.
- Policy 4.3: Identify disparities, barriers, and needs that impact people's ability to access and use public transportation.
- Policy 4.4: Address the disparities, barriers, and needs that impact people's ability to access and use public transportation.
- Policy 4.5: Integrate equity criteria into funding decisions.

#### **Goal 5 Policies - Select all that apply. \***

- Policy 5.1: Provide access to healthy lifestyle options by supporting the ability of people to reach goods and services such as groceries, recreation, health care, and social opportunities via public transportation.
- Policy 5.2: Integrate health considerations into public transportation planning and decision making at the local, regional, and state level.
- Policy 5.3: Connect public transportation riders to health and social services.

#### **Goal 6 Policies - Select all that apply. \***

- Policy 6.1: Plan for, design, and locate transit stops and stations to support safe facilities, including providing safe street crossings.
- Policy 6.2: Provide for passenger and operator security on public transportation vehicles and at stops and stations through investments in facility design, amenities, appropriate security systems and personnel, and coordination with law enforcement staff.
- Policy 6.3: Enhance the safety of public transportation through personnel training and education programs.
- Policy 6.4: Promote public transportation as a safe travel option through public outreach campaigns and rider education programs.
- Policy 6.5: Incorporate innovations, such as new technologies and strategies, to increase public transportation safety and security.
- Policy 6.6: Integrate public transportation agencies and personnel into emergency response and recovery planning and training activities to support resilience during and after natural disasters and other emergencies.

#### **Goal 10 Policies - Select all that apply. \***

- Policy 10.1: Coordinate communication and marketing to promote knowledge and understanding of available public transportation services.
- Policy 10.2: Collaborate and share costs for resources, supplies, and services that can be used by multiple agencies.
- Policy 10.3: Identify and advance opportunities to share data resources and collection methods.
- Policy 10.4: Collaborate with various agencies, jurisdictions, and transportation providers in support of effective public transportation that is reliable and easy to use and helps meet state, regional, and community goals.
- Policy 10.5: Collaborate among agencies, jurisdictions, and providers to ensure the public transportation system is integrated as a component of the broader multimodal transportation system in Oregon. Provide leadership for public transportation activities and build upon efforts to coordinate public transportation services, especially statewide services.

## **6.4 Project Summary**

**Project Name**

Increased Flex Service

**STIF Project Grand Total**

\$382,000.00

**FY 2019 STIF Project Total**

\$0.00

**FY 2020 STIF Project Total**

\$188,000.00

**FY 2021 STIF Project Total**

\$194,000.00

**FY 2019 percent of STIF Funds supporting student transportation**

**FY 2020 percent of STIF Funds supporting student transportation**

10.00 %

**FY 2021 percent of STIF Funds supporting student transportation**

10.00 %

**✘ Project 4**

**Public Transportation Service Provider or Qualified Entity Name \***

Columbia County Rider

**Project Name \***

Expanded Vernonia Service

*Limit 50 characters*

**Project Description \***

This project will expand Vernonia service to include a stop in Banks for connection to west link and Tillamook transit, and expand the service from three days a week twice a day to five days a week twice a day. This project will also provide access to the Banks Vernonia Trail and Stewart Stub State Park.

*Limit 500 Characters*

**Do you plan to expend funding in a future STIF Plan period?**

\*

Yes

No

**Is this project part of your 100% list or 130% list? \***

100 % List

**100% List Project Rank \***

4

**Project budget share to improve, expand or maintain public transportation service**

**Improve or Expand Service \***

100%

**Maintain Service**

0 %

**Local Plan from which this project is derived: \***

Coordinated Public Transit - Human Services Transportation Plan

**Local Plan page number \***

48

## Multi-Phase Project

Is your project part of a larger multi-phase project? \*

No ▼

### 6.1.1 Project Scope

✖ Task 1

**Task Description**

Provide an additional stop in Banks to coordinate with WestLink and Tillamook Transit and expand from three days a week to five days a week.

*Limit 250 Characters*

**Category \***

Operations 300-00 Operations ▼

**Specify the mode that this task will support.**

- Fixed Route  Demand Response

**300.00 Operations Activity Type \***

- Operating Assistance 30.09

**Operating Assistance Activity Detail \***

- 30.09.01 Operating Assistance  
 44.26.14 Communications  
 11.7L.00 Mobility Management

### 6.1.2 Expenditure Estimates

**Expenditures by Fund Source and Fiscal Year**

*Enter estimates of all expenditures for activities in this task denoting both fund source and fiscal year of expenditure.*

Fund Type *	2019	2020	2021	Total
<span style="color: red;">✖</span> STIF	\$13,000.00	\$89,000.00	\$92,000.00	\$194,000.00
<span style="color: red;">✖</span> Federal				\$0.00
<span style="color: red;">✖</span> Other State				\$0.00
<span style="color: red;">✖</span> Local				\$0.00
<span style="color: red;">✖</span> Other Funds				\$0.00

\$13,000.00

\$89,000.00

\$92,000.00

\$194,000.00

+ Add Fund Source

### 6.1.3 Outcome Measures

#### Minimum required measures for operations tasks

Revenue Miles \*

73,440

Revenue Hours \*

2,040.00

Rides \*

2,040

Number of people with access to transit (within 1/2 mile of transit stop for fixed route) \*

10,985

Number of Low-Income Households with access to transit (within 1/2 mile of transit stop for fixed route) \*

1,373

Number of new shared stops with other transit providers (reducing fragmentation in transit services) \*

1

Is this project supporting student transportation? \*

No

#### Optional Outcome Measures

+ Add Outcome Measure

+ Add Task

## 6.2 Allocation of STIF funds by project

### STIF Criteria

1. Increased frequency of bus service to areas with a high percentage of Low-Income Households.
2. Expansion of bus routes and bus services to serve areas with a high percentage of Low-Income Households.
3. Fund the implementation of programs to reduce fares for public transportation in communities with a high percentage of Low-Income Households.
4. Procurement of low or no emission buses for use in areas with 200,000 or more.
5. The improvement in the frequency and reliability of service between communities inside and outside of the Qualified Entity's service area.

6. Coordination between Public Transportation Service Providers to reduce fragmentation in the provision of transportation services.

7. Implementation of programs to provide student transit service for students in grades 9-12.

**FY 2019 STIF Total**  
\$13,000.00

**FY 2020 STIF Total**  
\$89,000.00

**FY 2021 STIF Total**  
\$92,000.00

**Fund Allocation (Must not exceed 100% per criterion per fiscal year)**

*If some criteria don't apply, fill in with zeros. Do not add or remove additional criterion.*

Criterion	FY 2019 *	FY 2020 *	FY 2021 *
<input checked="" type="checkbox"/> Criterion 1	50.0 %	50.0 %	50.0 %
<input checked="" type="checkbox"/> Criterion 2			
<input checked="" type="checkbox"/> Criterion 3			
<input checked="" type="checkbox"/> Criterion 4			
<input checked="" type="checkbox"/> Criterion 5	40.0 %	40.0 %	40.0 %
<input checked="" type="checkbox"/> Criterion 6	10.0 %	10.0 %	10.0 %
<input checked="" type="checkbox"/> Criterion 7			
	100.0 %	100.0 %	100.0 %

[+ Add #](#)

**6.3 Oregon Public Transportation Plan Goals**

*Select at least one goal.*

**Select the OPTP goals that apply to your STIF Plan Projects. \***

- Goal 1 Mobility: Public Transportation User Experience -- People of all ages, abilities, and income levels move reliably and conveniently between destinations using an affordable, well-coordinated public transportation system. People in Oregon routinely use public transportation to meet their daily needs.
- Goal 2: Accessibility and Connectivity – Riders experience user-friendly and convenient public transportation connections to and between services and travel modes in urban, suburban, rural, regional, and interstate areas.
- Goal 3: Community Livability and Economic Vitality – Public transportation promotes community livability and economic vitality by efficiently and effectively moving people of all ages to and from homes, jobs, businesses, schools and colleges, and other destinations in urban, suburban, and rural areas.
- Goal 4: Equity – Public transportation provides affordable, safe, efficient, and equitable transportation to jobs, services, and key destinations, improving quality of life for all Oregonians.
- Goal 5: Health – Public transportation fosters improved health of Oregonians by promoting clean air, enhancing connections between people, enabling access to services such as health care and goods such as groceries, and by giving people opportunities to integrate physical activity into everyday life through walking and bicycling to and from public transportation.

- Goal 6: Safety and Security – Public transportation trips are safe; riders feel safe and secure during their travel. Public transportation contributes to the resilience of Oregon communities.
- Goal 7: Environmental Sustainability – Public transportation contributes to a healthy environment and climate by moving more people with efficient, low-emission vehicles, reducing greenhouse gases and other pollutants.
- Goal 8: Land Use – Public transportation is a tool that supports Oregon’s state and local land use goals and policies. Agencies collaborate to ensure public transportation helps shape great Oregon communities providing efficient and effective travel options in urban, suburban, and rural areas.
- Goal 9: Funding and Strategic Investment – Strategic investment in public transportation supports the overall transportation system, the economy, and Oregonians’ quality of life. Sustainable and reliable funding enables public transportation services and infrastructure to meet public needs.
- Goal 10: Communication, Collaboration, and Coordination – Public and private transportation providers and all levels of government within the state and across state boundaries work collaboratively and foster partnerships that make public transportation seamless regardless of jurisdiction.

### Goal 1 Policies - Select all that apply. \*

- Policy 1.1: Provide consistent and reliable public transportation services that people can count on to meet their travel needs.
- Policy 1.2: Provide customers access to clear, accurate information about public transportation services through multiple sources and media.
- Policy 1.3: Enact fare policies that reflect the needs of the community served; ensure that public transportation fares are understandable and easy to pay.
- Policy 1.4: Coordinate and enhance mobility management services and strategies to better coordinate services to enable riders and potential riders to use public transportation.
- Policy 1.5: Advance efficient mobility and reduce traffic congestion by enabling and promoting reliable, efficient service on corridors identified as public transportation priority corridors.
- Policy 1.6: Work proactively with state and local planning bodies to support local and regional public transportation plans and goals throughout the state.

### Goal 2 Policies - Select all that apply. \*

- Policy 2.1: Enhance existing and identify new public transportation connections and services.
- Policy 2.2: Improve access to and ease of use for public transportation by connecting routes and services, including linking stops and stations to bicycle and pedestrian facilities.
- Policy 2.3: Provide coordinated, seamless regional and intercity bus and rail public transportation services to enable trips for commuting and recreation, and assist rural residents to access services in larger communities.
- Policy 2.4: Encourage employers, educational institutions, and others to provide opportunities for employees’ and clients’ use of public transportation, carpool, vanpool, shuttles, and other shared rides.

### Goal 3 Policies - Select all that apply. \*

- Policy 3.1: Enhance access to education and employment via public transportation.
- Policy 3.2: Promote and support use of public transportation for tourism and special events in Oregon.
- Policy 3.3: Promote the use of public transportation to foster greater community livability.

### Goal 5 Policies - Select all that apply. \*

- Policy 5.1: Provide access to healthy lifestyle options by supporting the ability of people to reach goods and services such as groceries, recreation, health care, and social opportunities via public transportation.
- Policy 5.2: Integrate health considerations into public transportation planning and decision making at the local, regional, and state level.
- Policy 5.3: Connect public transportation riders to health and social services.

### Goal 10 Policies - Select all that apply. \*

- Policy 10.1: Coordinate communication and marketing to promote knowledge and understanding of available public transportation services.
- Policy 10.2: Collaborate and share costs for resources, supplies, and services that can be used by multiple agencies.
- Policy 10.3: Identify and advance opportunities to share data resources and collection methods.
- Policy 10.4: Collaborate with various agencies, jurisdictions, and transportation providers in support of effective public transportation that is reliable and easy to use and helps meet state, regional, and community goals.
- Policy 10.5: Collaborate among agencies, jurisdictions, and providers to ensure the public transportation system is integrated as a component of the broader multimodal transportation system in Oregon. Provide leadership for public transportation activities and build upon efforts to coordinate public transportation services, especially statewide services.

## 6.4 Project Summary

### Project Name

Expanded Vernonia Service

### STIF Project Grand Total

\$194,000.00

### FY 2019 STIF Project Total

\$13,000.00

### FY 2020 STIF Project Total

\$89,000.00

### FY 2021 STIF Project Total

\$92,000.00

### FY 2019 percent of STIF Funds supporting student transportation

0.00 %

### FY 2020 percent of STIF Funds supporting student transportation

0.00 %

### FY 2021 percent of STIF Funds supporting student transportation

0.00 %

## ✘ Project 5

### Public Transportation Service Provider or Qualified Entity Name \*

Columbia County Rider

### Project Name \*

Honored Citizens Fare

*Limit 50 characters*

### Project Description \*

This program will facilitate an honored citizens program that will provide those with low income, elderly, disabled and veterans a \$1 per ride fare reduction. The program will provide for honored citizens cards and annual renew of the program and costs.

*Limit 500 Characters*

### Do you plan to expend funding in a future STIF Plan period?

\*

Yes

No



Is this project part of your 100% list or 130% list? \*

100 % List

100% List Project Rank \*

5

**Project budget share to improve, expand or maintain public transportation service**

Improve or Expand Service \*

100%

Maintain Service

0 %

Local Plan from which this project is derived: \*

Coordinated Public Transit - Human Services Transportation Plan

Local Plan page number \*

51-52

**Multi-Phase Project**

Is your project part of a larger multi-phase project? \*

No

**6.1.1 Project Scope**

**Task 1**

**Task Description**

Create and implement an honored citizen program including: Honored citizen cards, Date of expiry stamp, method and criteria for obtaining, and implementation of the program

Limit 250 Characters

**Category \***

Administration 620-00 Project Administration

**620-00 Project Administration \***

Project Administration 11.79

**Project Administration Activity Detail \***

11.79.00 Project Administration

**6.1.2 Expenditure Estimates**

**Expenditures by Fund Source and Fiscal Year**

Enter estimates of all expenditures for activities in this task denoting both fund source and fiscal year of expenditure.

Fund Type *	2019	2020	2021	Total
<input type="radio"/> STIF		\$16,000.00	\$16,000.00	\$32,000.00

 Federal				\$0.00
 Other State				\$0.00
 Local				\$0.00
 Other Funds				\$0.00
	\$0.00	\$16,000.00	\$16,000.00	\$32,000.00

[+ Add Fund Source](#)

### 6.1.3 Outcome Measures

#### Optional Outcome Measures

[+ Add Outcome Measure](#)

[+ Add Task](#)

## 6.2 Allocation of STIF funds by project

### STIF Criteria

1. Increased frequency of bus service to areas with a high percentage of Low-Income Households.
2. Expansion of bus routes and bus services to serve areas with a high percentage of Low-Income Households.
3. Fund the implementation of programs to reduce fares for public transportation in communities with a high percentage of Low-Income Households.
4. Procurement of low or no emission buses for use in areas with 200,000 or more.
5. The improvement in the frequency and reliability of service between communities inside and outside of the Qualified Entity's service area.
6. Coordination between Public Transportation Service Providers to reduce fragmentation in the provision of transportation services.
7. Implementation of programs to provide student transit service for students in grades 9-12.

**FY 2019 STIF Total**  
\$0.00

**FY 2020 STIF Total**  
\$16,000.00

**FY 2021 STIF Total**  
\$16,000.00

### Fund Allocation (Must not exceed 100% per criterion per fiscal year)

*If some criteria don't apply, fill in with zeros. Do not add or remove additional criterion.*

Criterion	FY 2019 *	FY 2020 *	FY 2021 *
 Criterion 1		0.0 %	

✘	Criterion 2			
✘	Criterion 3		100.0 %	100.0 %
✘	Criterion 4			
✘	Criterion 5			
✘	Criterion 6			
✘	Criterion 7			
		0.0 %	100.0 %	100.0 %

+ Add #

### 6.3 Oregon Public Transportation Plan Goals

Select at least one goal.

**Select the OPTP goals that apply to your STIF Plan Projects. \***

- Goal 1 Mobility: Public Transportation User Experience -- People of all ages, abilities, and income levels move reliably and conveniently between destinations using an affordable, well-coordinated public transportation system. People in Oregon routinely use public transportation to meet their daily needs.
- Goal 2: Accessibility and Connectivity – Riders experience user-friendly and convenient public transportation connections to and between services and travel modes in urban, suburban, rural, regional, and interstate areas.
- Goal 3: Community Livability and Economic Vitality – Public transportation promotes community livability and economic vitality by efficiently and effectively moving people of all ages to and from homes, jobs, businesses, schools and colleges, and other destinations in urban, suburban, and rural areas.
- Goal 4: Equity – Public transportation provides affordable, safe, efficient, and equitable transportation to jobs, services, and key destinations, improving quality of life for all Oregonians.
- Goal 5: Health – Public transportation fosters improved health of Oregonians by promoting clean air, enhancing connections between people, enabling access to services such as health care and goods such as groceries, and by giving people opportunities to integrate physical activity into everyday life through walking and bicycling to and from public transportation.
- Goal 6: Safety and Security – Public transportation trips are safe; riders feel safe and secure during their travel. Public transportation contributes to the resilience of Oregon communities.
- Goal 7: Environmental Sustainability – Public transportation contributes to a healthy environment and climate by moving more people with efficient, low-emission vehicles, reducing greenhouse gases and other pollutants.
- Goal 8: Land Use – Public transportation is a tool that supports Oregon’s state and local land use goals and policies. Agencies collaborate to ensure public transportation helps shape great Oregon communities providing efficient and effective travel options in urban, suburban, and rural areas.
- Goal 9: Funding and Strategic Investment – Strategic investment in public transportation supports the overall transportation system, the economy, and Oregonians’ quality of life. Sustainable and reliable funding enables public transportation services and infrastructure to meet public needs.
- Goal 10: Communication, Collaboration, and Coordination – Public and private transportation providers and all levels of government within the state and across state boundaries work collaboratively and foster partnerships that make public transportation seamless regardless of jurisdiction.

**Goal 4 Policies - Select all that apply. \***

- Policy 4.1: Engage populations recognized as transportation disadvantaged in public transportation service decision making.
- Policy 4.2: Understand and communicate how disparities, barriers, and needs affect the ability of people to access and use public transportation, especially those who are transportation disadvantaged.
- Policy 4.3: Identify disparities, barriers, and needs that impact people’s ability to access and use public transportation.
- Policy 4.4: Address the disparities, barriers, and needs that impact people’s ability to access and use public transportation.
- Policy 4.5: Integrate equity criteria into funding decisions.

### 6.4 Project Summary

**Project Name**

Honored Citizens Fare

**STIF Project Grand Total**

\$32,000.00

**FY 2019 STIF Project Total**

\$0.00

**FY 2020 STIF Project Total**

\$16,000.00

**FY 2021 STIF Project Total**

\$16,000.00

**FY 2019 percent of STIF Funds supporting student transportation**

**FY 2020 percent of STIF Funds supporting student transportation**  
0.00 %

**FY 2021 percent of STIF Funds supporting student transportation**  
0.00 %

**✘ Project 6**

**Public Transportation Service Provider or Qualified Entity Name \***

Columbia County Rider

**Project Name \***

Match 5311f

*Limit 50 characters*

**Project Description \***

This project will help with Matching funds for the north County services.

*Limit 500 Characters*

**Do you plan to expend funding in a future STIF Plan period?**

\*

Yes

No

**Is this project part of your 100% list or 130% list? \***

**130% List Project Rank \***

130 % List

1

**Project budget share to improve, expand or maintain public transportation service**

**Improve or Expand Service \***

100%

**Maintain Service**

0 %

**Local Plan from which this project is derived: \***

Coordinated Public Transit - Human Services Transportation Plan

**Local Plan page number \***

48

**Multi-Phase Project**

**Is your project part of a larger multi-phase project? \***

No

**6.1.1 Project Scope**

**✘ Task 1**

**Task Description**

Match the 5311f grant that is providing expanded line 5 service in the North County between Longview and St Helens.

*Limit 250 Characters*

**Category \***

Operations 300-00 Operations

**Specify the mode that this task will support.**

- Fixed Route
- Demand Response

**300.00 Operations Activity Type \***

- Operating Assistance 30.09

**Operating Assistance Activity Detail \***

- 30.09.01 Operating Assistance
- 44.26.14 Communications
- 11.7L.00 Mobility Management

**6.1.2 Expenditure Estimates**

**Expenditures by Fund Source and Fiscal Year**

*Enter estimates of all expenditures for activities in this task denoting both fund source and fiscal year of expenditure.*

Fund Type *	2019	2020	2021	Total
✕ STIF		\$73,238.00	\$73,238.00	\$146,476.00
✕ Federal				\$0.00
✕ Other State				\$0.00
✕ Local				\$0.00
✕ Other Funds				\$0.00
	\$0.00	\$73,238.00	\$73,238.00	\$146,476.00

+ Add Fund Source

### 6.1.3 Outcome Measures

#### Minimum required measures for operations tasks

Revenue Miles \*

100,000

Revenue Hours \*

3,120.00

Rides \*

5,100

Number of people with access to transit (within ½ mile of transit stop for fixed route) \*

6,542

Number of Low-Income Households with access to transit (within ½ mile of transit stop for fixed route) \*

6,542

Number of new shared stops with other transit providers (reducing fragmentation in transit services) \*

0

Is this project supporting student transportation? \*

No

#### Optional Outcome Measures

+ Add Outcome Measure

+ Add Task

### 6.2 Allocation of STIF funds by project

**STIF Criteria**

1. Increased frequency of bus service to areas with a high percentage of Low-Income Households.
2. Expansion of bus routes and bus services to serve areas with a high percentage of Low-Income Households.
3. Fund the implementation of programs to reduce fares for public transportation in communities with a high percentage of Low-Income Households.
4. Procurement of low or no emission buses for use in areas with 200,000 or more.
5. The improvement in the frequency and reliability of service between communities inside and outside of the Qualified Entity's service area.
6. Coordination between Public Transportation Service Providers to reduce fragmentation in the provision of transportation services.
7. Implementation of programs to provide student transit service for students in grades 9-12.

**FY 2019 STIF Total**  
\$0.00

**FY 2020 STIF Total**  
\$73,238.00

**FY 2021 STIF Total**  
\$73,238.00

**Fund Allocation (Must not exceed 100% per criterion per fiscal year)**

*If some criteria don't apply, fill in with zeros. Do not add or remove additional criterion.*

Criterion	FY 2019 *	FY 2020 *	FY 2021 *
<input checked="" type="checkbox"/> Criterion 1		60.0 %	60.0 %
<input checked="" type="checkbox"/> Criterion 2			
<input checked="" type="checkbox"/> Criterion 3			
<input checked="" type="checkbox"/> Criterion 4			
<input checked="" type="checkbox"/> Criterion 5		20.0 %	20.0 %
<input checked="" type="checkbox"/> Criterion 6		20.0 %	20.0 %
<input checked="" type="checkbox"/> Criterion 7			
	0.0 %	100.0 %	100.0 %

**6.3 Oregon Public Transportation Plan Goals**

*Select at least one goal.*

**Select the OTP goals that apply to your STIF Plan Projects. \***

- Goal 1 Mobility: Public Transportation User Experience** -- People of all ages, abilities, and income levels move reliably and conveniently between destinations using an affordable, well-coordinated public transportation system. People in Oregon routinely use public transportation to meet their daily needs.

- Goal 2: Accessibility and Connectivity – Riders experience user-friendly and convenient public transportation connections to and between services and travel modes in urban, suburban, rural, regional, and interstate areas.
- Goal 3: Community Livability and Economic Vitality – Public transportation promotes community livability and economic vitality by efficiently and effectively moving people of all ages to and from homes, jobs, businesses, schools and colleges, and other destinations in urban, suburban, and rural areas.
- Goal 4: Equity – Public transportation provides affordable, safe, efficient, and equitable transportation to jobs, services, and key destinations, improving quality of life for all Oregonians.
- Goal 5: Health – Public transportation fosters improved health of Oregonians by promoting clean air, enhancing connections between people, enabling access to services such as health care and goods such as groceries, and by giving people opportunities to integrate physical activity into everyday life through walking and bicycling to and from public transportation.
- Goal 6: Safety and Security – Public transportation trips are safe; riders feel safe and secure during their travel. Public transportation contributes to the resilience of Oregon communities.
- Goal 7: Environmental Sustainability – Public transportation contributes to a healthy environment and climate by moving more people with efficient, low-emission vehicles, reducing greenhouse gases and other pollutants.
- Goal 8: Land Use – Public transportation is a tool that supports Oregon’s state and local land use goals and policies. Agencies collaborate to ensure public transportation helps shape great Oregon communities providing efficient and effective travel options in urban, suburban, and rural areas.
- Goal 9: Funding and Strategic Investment – Strategic investment in public transportation supports the overall transportation system, the economy, and Oregonians’ quality of life. Sustainable and reliable funding enables public transportation services and infrastructure to meet public needs.
- Goal 10: Communication, Collaboration, and Coordination – Public and private transportation providers and all levels of government within the state and across state boundaries work collaboratively and foster partnerships that make public transportation seamless regardless of jurisdiction.

#### **Goal 1 Policies - Select all that apply. \***

- Policy 1.1: Provide consistent and reliable public transportation services that people can count on to meet their travel needs.
- Policy 1.2: Provide customers access to clear, accurate information about public transportation services through multiple sources and media.
- Policy 1.3: Enact fare policies that reflect the needs of the community served; ensure that public transportation fares are understandable and easy to pay.
- Policy 1.4: Coordinate and enhance mobility management services and strategies to better coordinate services to enable riders and potential riders to use public transportation.
- Policy 1.5: Advance efficient mobility and reduce traffic congestion by enabling and promoting reliable, efficient service on corridors identified as public transportation priority corridors.
- Policy 1.6: Work proactively with state and local planning bodies to support local and regional public transportation plans and goals throughout the state.

#### **Goal 2 Policies - Select all that apply. \***

- Policy 2.1: Enhance existing and identify new public transportation connections and services.
- Policy 2.2: Improve access to and ease of use for public transportation by connecting routes and services, including linking stops and stations to bicycle and pedestrian facilities.
- Policy 2.3: Provide coordinated, seamless regional and intercity bus and rail public transportation services to enable trips for commuting and recreation, and assist rural residents to access services in larger communities.
- Policy 2.4: Encourage employers, educational institutions, and others to provide opportunities for employees’ and clients’ use of public transportation, carpool, vanpool, shuttles, and other shared rides.

#### **Goal 3 Policies - Select all that apply. \***

- Policy 3.1: Enhance access to education and employment via public transportation.
- Policy 3.2: Promote and support use of public transportation for tourism and special events in Oregon.



- Policy 3.3: Promote the use of public transportation to foster greater community livability.

**Goal 4 Policies - Select all that apply. \***

- Policy 4.1: Engage populations recognized as transportation disadvantaged in public transportation service decision making.
- Policy 4.2: Understand and communicate how disparities, barriers, and needs affect the ability of people to access and use public transportation, especially those who are transportation disadvantaged.
- Policy 4.3: Identify disparities, barriers, and needs that impact people's ability to access and use public transportation.
- Policy 4.4: Address the disparities, barriers, and needs that impact people's ability to access and use public transportation.
- Policy 4.5: Integrate equity criteria into funding decisions.

**Goal 5 Policies - Select all that apply. \***

- Policy 5.1: Provide access to healthy lifestyle options by supporting the ability of people to reach goods and services such as groceries, recreation, health care, and social opportunities via public transportation.
- Policy 5.2: Integrate health considerations into public transportation planning and decision making at the local, regional, and state level.
- Policy 5.3: Connect public transportation riders to health and social services.

**Goal 6 Policies - Select all that apply. \***

- Policy 6.1: Plan for, design, and locate transit stops and stations to support safe facilities, including providing safe street crossings.
- Policy 6.2: Provide for passenger and operator security on public transportation vehicles and at stops and stations through investments in facility design, amenities, appropriate security systems and personnel, and coordination with law enforcement staff.
- Policy 6.3: Enhance the safety of public transportation through personnel training and education programs.
- Policy 6.4: Promote public transportation as a safe travel option through public outreach campaigns and rider education programs.
- Policy 6.5: Incorporate innovations, such as new technologies and strategies, to increase public transportation safety and security.
- Policy 6.6: Integrate public transportation agencies and personnel into emergency response and recovery planning and training activities to support resilience during and after natural disasters and other emergencies.

**Goal 7 Policies - Select all that apply. \***

- Policy 7.1: Support public transportation investments as a key approach to reducing greenhouse gas (GHG) emissions, as emphasized in state policy.
- Policy 7.2: Transition to low- or zero-emission vehicle technologies, including all electric, hybrid, biofuels, compressed natural gas, and other fuel and propulsion technologies.
- Policy 7.3: Identify and implement sustainable transit system operations policies and practices

**Goal 8 Policies - Select all that apply. \***

- Policy 8.1: Increase the use of public transportation by fully integrating public transportation with other community plans including transportation, land use, and economic development plans.
- Policy 8.2: Elevate public transportation in developer, employer, community service provider, and public agency decision making, such as siting and development decisions. Recognize the impact land use has on people's ability to use public transportation and other transportation options.
- Policy 8.3: Foster the development of housing near public transportation routes and services.

**Goal 9 Policies - Select all that apply. \***

- Policy 9.1: Invest strategically in maintenance, planning, transit service, and capital improvements to preserve and enhance public transportation.
- Policy 9.2: Foster creative investments and partnerships among public agencies and private organizations to improve the efficiency and effectiveness of public transportation services.
- Policy 9.3: Pursue stable and consistent funding for public transportation operations and capital investments that maintain services and address identified needs.

**Goal 10 Policies - Select all that apply. \***

- Policy 10.1: Coordinate communication and marketing to promote knowledge and understanding of available public transportation services.
- Policy 10.2: Collaborate and share costs for resources, supplies, and services that can be used by multiple agencies.
- Policy 10.3: Identify and advance opportunities to share data resources and collection methods.
- Policy 10.4: Collaborate with various agencies, jurisdictions, and transportation providers in support of effective public transportation that is reliable and easy to use and helps meet state, regional, and community goals.
- Policy 10.5: Collaborate among agencies, jurisdictions, and providers to ensure the public transportation system is integrated as a component of the broader multimodal transportation system in Oregon. Provide leadership for public transportation activities and build upon efforts to coordinate public transportation services, especially statewide services.

**6.4 Project Summary**

**Project Name**

Match 5311f

**STIF Project Grand Total**

\$146,476.00

**FY 2019 STIF Project Total**

\$0.00

**FY 2020 STIF Project Total**

\$73,238.00

**FY 2021 STIF Project Total**

\$73,238.00

**FY 2019 percent of STIF Funds supporting student transportation**

**FY 2020 percent of STIF Funds supporting student transportation**

0.00 %

**FY 2021 percent of STIF Funds supporting student transportation**

0.00 %

[+ Add Project](#)

**7. STIF Plan Summary**

**STIF Plan Total**

\$1,053,476.00

**Amount Carried Forward**

\$0.00

**FY 2019 Total STIF Funds**

\$13,000.00

**FY 2020 Total STIF Funds**

\$513,238.00

**FY 2021 Total STIF Funds**

\$527,238.00

**FY 2019 Student STIF Funds**

\$0.00

**FY 2020 Student STIF Funds**

\$18,800.00

**FY 2021 Student STIF Funds**

\$19,400.00

**FY 2019 Percent of STIF Funds supporting student transportation**

0.00 %

**FY 2020 Percent of STIF Funds supporting student transportation**

3.66 %

**FY 2021 Percent of STIF Funds supporting student transportation**

3.68 %

**Please explain why your allocation of STIF Funds to support student transportation is less than 1%. \***

We are not using STIF funds for 2019 except for the City of Vernonia and Banks. Thus 2019 shows zero.

*Limit 500 Characters*

**Effective Date**

This STIF Plan shall become effective as of the date it is approved by the Oregon Transportation Commission and it shall terminate as of the end date specified in Section 5 of the approved STIF Plan.

**Signature**

This STIF Plan serves as a legally binding agreement between the Qualified Entity and the State of Oregon, acting by and through its Department of Transportation.

Download the signature page here [STIF Plan signature page](#).

**Upload signature page here. \***

or drag files here.

*Limit 100 MB*

[https://www.cognitofrms.com/ODOT2/STIFPlanTemplate/#E592zoNIM0XbjQ4GdFBD5nWdUaxOaz\\_aBKbSPkU1nY\\$\\*](https://www.cognitofrms.com/ODOT2/STIFPlanTemplate/#E592zoNIM0XbjQ4GdFBD5nWdUaxOaz_aBKbSPkU1nY$*)

36/36

Oregon Department of Transportation  
Rail and Public Transit  
**STIF Discretionary and Statewide Transit Network**  
2/1/2019 deadline

## Columbia County Rider Longview/Kelso Intercity Service

Jump to: [Application Questions](#) [Budget and Project Tables](#) [Document Upload](#)

**Project Contact**  
**Todd Wood**  
[todd.wood@co.columbia.or.us](mailto:todd.wood@co.columbia.or.us)  
Tel: 503-366-0159

**Additional Contacts**  
*none entered*

### Columbia County Rider

1155 Deer Island Rd  
St Helens, OR 97051

**County Commissioner**  
Henry Heimuller  
[henry.heimuller@co.columbia.or.us](mailto:henry.heimuller@co.columbia.or.us)

Telephone 503-366-0159  
Fax 503-366-4720  
Web <https://www.nworegontransit.org/agencies/columbia-county-rider/>  
EIN 93-6002288

### Application Questions [top](#)

#### Provider Information

##### 1. Transit Agency Type

- City
- County
- Mass Transit District
- Transportation District
- Special District
- Intergovernmental Entity
- Municipal/Public Corporation or other political subdivision
- Indian Tribe
- Non-Profit
- Private For-Profit

##### 2. What is the main type of service that will be supported by this grant?

- Fixed Route
- Demand Response
- Deviated Fixed Route

#### Risk Assessment Information

This risk assessment section contains a subset of the entire risk assessment. The entire risk assessment will be populated with the answers you provide in this section and data already reported to RPTD. Please contact Andrew.S.Keefe@odot.state.or.us for assistance.

##### 3. Did your agency have any turnover of management or financial staff in the last 2 years?

- Yes
- No

##### 4. Does your agency have an accounting system that allows you to completely and accurately track the receipt and disbursement of funds related to the award?

- Yes
- No

##### 5. What type of accounting system does your agency use?

- Manual
- Automated
- Combined

##### 6. Does your agency have a system in place that will account for 100% of each employee's time?

- Yes
- No

##### 7. Did your staff members attend required training and meetings during prior grant awards?

- Yes
- No

##### 8. Was your agency audited by the Federal government in the past 2 years?

- Yes
- No

##### 9. If yes, did the audit result in one or more audit findings?

- Yes
- No
- N/A

##### 10. Did your agency stay on budget in the past two years?

- Yes
- No

## Applicant Qualifications

### 11. Describe how your agency has legal, managerial and operational capacity to perform and report on project progress within the scope, schedule and budget. (Operational capacity specifically for workload of projects in this application.)

Enter response in text box or upload your response on the Document Upload tab of the application and write "See Upload."

Columbia County rider is governed by the Columbia County Commission which is a three member panel, Columbia County Employees Robin McIntyre as legal counsel to oversee transit operations. The county finance department oversees the finances of the transit division. Columbia County Rider direct staffing include Todd M. Wood who has more than 15 years experience in transit including more than 10 years experience in transit management, John Dreeszen who has more than 30 years accounting and non profit experience including grant compliance, and Angela Garrett who has more than 15 years experience in administrative functions including accounts receivable, payable and cash handling. The Columbia County Rider staff will manage, and report on the project throughout the cycle with oversight from the County staff.

### 12. Capacity to Maintain Compliance

- By checking this box, the applicant certifies that if they are awarded funding they are able to meet or will have the capacity to maintain compliance with applicable federal, state and local laws and regulations including, and not limited to, those pertaining to passenger transportation, civil rights, labor, insurance, safety and health.

### 13. Does the applicant plan to use a Sub-Recipient or contractor to implement the grant supported activity?

- Yes  
 No

### 14. If Yes, please list the Sub-Recipient(s) and describe how the applicant will provide sufficient Sub-Recipient/contractor oversight to ensure eligibility is maintained while receiving STIF Discretionary or Statewide Transit Network moneys.

If Yes, enter response in text box or upload response on the Document Upload tab and write "See Upload." If No, write N/A.

Columbia County Rider utilizes a contractor to provide drivers for the service. The current contractor is MTR western. All drivers and MTR western operations manager are located in the same facility as County staff. This allows Columbia County Rider staff to manage, oversee, and correct any issues with the contracted services. The county plans, analyzes and adjusts service on a regular basis with input from the contractor.

For payment the contractor bills the County directly and the County pays the contractor directly. All management of Federal and State monies are handled solely by the County.

## Project Information

Try to answer all questions, even if your project does not fit neatly within a category. No answer means a zero score.

### 15. Describe the project to be funded.

See application instructions for required content. Enter response in text box or upload response as an attachment in the Document Upload tab and write "See Upload."

The residents of Northern Columbia County have limited access to services such as Doctors, Groceries, Shopping etc. Columbia County Rider improves that access by running service that Connects our Downtown Portland Route, as well as all residents of Northern Columbia County with the Longview/Kelso are of Washington State. Additionally this service allows access to Astoria via Sunset empire and allows residents of Clatsop County to access Longview/Kelso via public transit.

This project continues this operation five days a week twice a day and looks to expand the operation to four trips per day. Four trips per day will make it easier for residents to make short trips to the store, or Doctors and gives two more opportunities a day to meet with Amtrak. Additionally, residents of Columbia County will have access to river cities transit opening up more areas for basic needs and recreation.

### 16. What Local Plans include this project and elements of the project?

See guidance for exemptions to this requirement.

Columbia Counties, Coordinated Public Transit - Human Services Transportation Plan Adopted September 6, 2017 Page 33, shows currently existing services, 50-52 discuss needs to expand services to more hours of the day. Pages 61-63 discuss unmet needs and how to improve upon them.

### 17. What is the minimum award amount that will still allow your project to proceed?

Enter an amount in dollars.

168462

### 18. Select the fund source that you think best aligns with your application.

Check all that apply

- STIF Discretionary  
 STIF Intercommunity Discretionary  
 FTA Section 5311 (f) Intercity Discretionary

## Equity and Public Transportation Service to Low Income Households

(Score weights: Discretionary = 20%, STN = 10%)

### 19. Describe how the project supports and improves access for vulnerable populations.

Rainier, Clatskanie and the surrounding areas are a great distance Major Metro areas. Longview/Kelso is the closest access for major services. North Columbia County lacks a hospital, train station and many of the basic human services most people need. This service will allow those without personal transportation to continue to access these services and by expanding the service more hours per day more give more opportunities for this much needed access. Additionally the low cost of a ride from Rainier to Longview makes this service more accessible to those on low or fixed incomes who might otherwise be unable to pay for another option.

## Coordination of Public Transportation Services

(Score weights: Discretionary = 10%, STN = 30%)

### 20. Describe how the project is a collaboration of multiple agencies or involves consolidation, coordination, or resource sharing between agencies.

This project supports connections between Sunset Empire giving riders the opportunity to travel to Astoria, it also connects to River Cities Transit, TriMet, and Amtrak. Sunset empire has worked with Columbia County to allow a connection at our Rainier Transit facility to allow transfer of passengers going to and coming from Clatsop County. Additionally River Cities allows Columbia County Rider use of their transit center to allow transfers to and from their system.

## Statewide Transit Network

(Score weights: Discretionary = 10%, STN = 30%)

### 21. Describe how the project supports and improves the utility of the statewide transit network, improves the passenger experience, benefits multiple transit providers, and/or creates a foundation for future statewide transit network improvements.

With multiple travel destination opportunities riders are able to access systems from Portland all the way to the coast and into Washington State. This project continues and expands on that access that for riders and builds upon the total state system.

## Funding and Strategic Investment

(Score weights: Discretionary = 20%, STN = 10%)

### 22. Describe how project match requirements will be met or exceeded. If this project will last beyond the 19-21 biennium, describe the plan for ongoing funding including match.

Describe why investment in this project makes sense both from the perspective of current need and long term Oregon transit needs.

The match from this project will come from STIF dollars. Once the biennium has passed STIF money will help continue to fund the operation of this project. We are anticipating additional dollars from a Washington state MPO and hope to use that to assist in operating expenses.

### 23. Does this project depend on other funding sources including other discretionary grant processes whose outcomes are uncertain?

If yes, identify the fund source and anticipated timing of funding certainty. If no, write N/A.

This process depends on STIF for matching funds. However, if Matching funds fall through from the STIF we will match using local funds.

## Environmental and Public Health

(Score weights: Discretionary = 15%, STN = 10%)

### 24. Describe how the project reduces greenhouse gas emissions, reduces pollution, and/or supports positive health outcomes.

As the population of Columbia County grows projects like this will expand access to services without the need for a personal auto. This will remove cars from the road which will reduce traffic and pollution.

**Safety, Security, and Community Livability**

(Score weights: Discretionary = 25%, STN = 10%)

**25. Describe how the project increases use and participation in active transportation, including public transportation.**

This project continues and expands access to Longview, WA for residents of North Columbia County. With more service access, more stores, and more frequent service residents will have more opportunity to utilize the system to get where they need to be.

**26. Describe how the project supports and improves safety of passengers in transit vehicles and safety of other roadway users.**

Additional bus service will equate to fewer car trips over the Longview/Kelso Bridge. This bridge is already fairly well traveled. With less traffic the risk of accidents is diminished.

**Capital Assets**

Capital assets are items that cost at least \$5,000 and have a useful life of at least 3 years.

**27. Describe proposed capital purchases. Enter asset details in the Budget and Project Tables tab.**

For capital construction projects, additional documentation will be required in the Document Upload tab. See guidance for more information. If no capital assets are included in your application, write N/A.  
N/A

**Budget and Project Tables [top](#)**

**Project Category and Fund Source**

Project Category	Project Cost	Other Fund Source (Federal)	Other Fund Source (State)	Other Fund Source (Local)	Other Fund Source (Other)	Project Category Totals
Vehicle Purchase - Expansion	\$	\$	\$	\$	\$	\$ 0
Vehicle Purchase - Replacement or Right-Sizing	\$	\$	\$	\$	\$	\$ 0
Equipment Purchase	\$	\$	\$	\$	\$	\$ 0
Facility Purchase	\$	\$	\$	\$	\$	\$ 0
Signs/Shelters Purchase	\$	\$	\$	\$	\$	\$ 0
Planning	\$	\$	\$	\$	\$	\$ 0
Project Administration	\$	\$	\$	\$	\$	\$ 0
Operating	\$ 281,956	\$	\$	\$	\$	\$ 281,956
Preventive Maintenance	\$ 54,968	\$	\$	\$	\$	\$ 54,968
Mobility Management	\$	\$	\$	\$	\$	\$ 0
<b>Total</b>	<b>\$ 336,924</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$336,924</b>

**Project Totals and Match Rate**

Fund Source	Total Project Amount (Grant Amount + Match Amount)	Match Rate	Grant Amount	Match Amount	Match Sources	Overmatch Amount (If Any)	Match Funding is available if project is awarded?	Date match available	% of Funds used for Demand Response Transportation	% of Funds used for Fixed Route Transportation
STIF Discretionary - All Project Categories (20% Match)	\$	%	\$ 0	\$ 0	Text	\$	Yes/No	xx/xx/xxxx	%	100 %
STIF Discretionary - All Project Categories, Qualified Projects (10% Match)	\$	%	\$ 0	\$ 0	Text	\$	Yes/No	xx/xx/xxxx	%	100 %
STIF Intercommunity Discretionary - All Project Categories (20% Match)	\$	%	\$ 0	\$ 0	Text	\$	Yes/No	xx/xx/xxxx	%	100 %
STIF Intercommunity Discretionary - All Project Categories, Qualified Projects (10% Match)	\$	%	\$ 0	\$ 0	Text	\$	Yes/No	xx/xx/xxxx	%	100 %
5311 (f) Intercity - Operating (50% Match)	\$ 281,956	50 %	\$ 140,978	\$ 140,978	STIF Text	\$	Yes Yes/No	07/01/2020 xx/xx/xxxx	0 %	100 %
5311 (f) Intercity - Capital, Planning, Project Administration, Preventive Maintenance, Mobility Management (20% Match)	\$ 54,968	10 %	\$ 49,471	\$ 5,497	STIF Text	\$	Yes Yes/No	07/01/2020 xx/xx/xxxx	0 %	100 %

**Vehicle Purchase**

Vehicle Purchase	Vehicle Purchase Type	VIN of vehicle being replaced	Make	Model	Vehicle Category	Quantity	Unit Cost	Total Cost	Seats	ADA Stations	Seats w/ADA Stations Deployed	Fuel Type	Estimated Order Date	Estimated Delivery Date	Mileage	Date of Reading	Seller	Vehicle Condition
Vehicle Purchase 1	Expansion/Replacement	Only answer if replacing vehicle	Text	Text	Select Letter (A-E)	#	\$	\$ 0	#	#	#	G/D/BD/E/HG/CNG/OF	xx/xx/xxxx	xx/xx/xxxx	Only used vehicle	Only used vehicle	Only used vehicle	Only used vehicle
Vehicle Purchase 2	Expansion/Replacement	Only answer if replacing vehicle	Text	Text	Select Letter (A-E)	#	\$	\$ 0	#	#	#	G/D/BD/E/HG/CNG/OF	xx/xx/xxxx	xx/xx/xxxx	Only used vehicle	Only used vehicle	Only used vehicle	Only used vehicle
Vehicle Purchase 3	Expansion/Replacement	Only answer if replacing vehicle	Text	Text	Select Letter (A-E)	#	\$	\$ 0	#	#	#	G/D/BD/E/HG/CNG/OF	xx/xx/xxxx	xx/xx/xxxx	Only used vehicle	Only used vehicle	Only used vehicle	Only used vehicle
Vehicle Purchase 4	Expansion/Replacement	Only answer if replacing vehicle	Text	Text	Select Letter (A-E)	#	\$	\$ 0	#	#	#	G/D/BD/E/HG/CNG/OF	xx/xx/xxxx	xx/xx/xxxx	Only used vehicle	Only used vehicle	Only used vehicle	Only used vehicle
Vehicle Purchase 5	Expansion/Replacement	Only answer if replacing vehicle	Text	Text	Select Letter (A-E)	#	\$	\$ 0	#	#	#	G/D/BD/E/HG/CNG/OF	xx/xx/xxxx	xx/xx/xxxx	Only used vehicle	Only used vehicle	Only used vehicle	Only used vehicle
Vehicle	Expansion/Replacement	Only	Text	Text	Select	#	\$	\$ 0	#	#	#	G/D/BD/E/HG/CNG/OF	xx/xx/xxxx	xx/xx/xxxx	Only	Only	Only	Only

Purchase 6		answer if replacing vehicle			Letter (A-E)									answer if purchasing used vehicle	answer if purchasing used vehicle	answer if purchasing used vehicle	answer if purchasing used vehicle	
Vehicle Purchase 7	Expansion/Replacement	Only answer if replacing vehicle	Text	Text	Select Letter (A-E)	#	\$	\$ 0	#	#	#	G/D/BD/E/HG/CNG/OF	xx/xx/xxxx	xx/xx/xxxx	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle
Vehicle Purchase 8	Expansion/Replacement	Only answer if replacing vehicle	Text	Text	Select Letter (A-E)	#	\$	\$ 0	#	#	#	G/D/BD/E/HG/CNG/OF	xx/xx/xxxx	xx/xx/xxxx	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle
Vehicle Purchase 9	Expansion/Replacement	Only answer if replacing vehicle	Text	Text	Select Letter (A-E)	#	\$	\$ 0	#	#	#	G/D/BD/E/HG/CNG/OF	xx/xx/xxxx	xx/xx/xxxx	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle
Vehicle Purchase 10	Expansion/Replacement	Only answer if replacing vehicle	Text	Text	Select Letter (A-E)	#	\$	\$ 0	#	#	#	G/D/BD/E/HG/CNG/OF	xx/xx/xxxx	xx/xx/xxxx	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle

### Vehicle Replacement Information

Vehicles to Be Replaced	Year	Make	Model	Vehicle Category	VIN	Seats	ADA Stations	Seats with ADA Stations Deployed	Fuel Type	Vehicle Mileage	Disposal Type	Vehicle Condition	Vehicle Maintenance History
Vehicle Replaced 1	xxxx	Text	Text	Select Letter (A-E) digits	17	#	#	#	G/D/BD/E/HG/CNG/OF	#	Sale/Donate/Salvage	Good/Adequate/Marginal/Poor	Also include Right-sizing justification if applicable.
Vehicle Replaced 2	xxxx	Text	Text	Select Letter (A-E) digits	17	#	#	#	G/D/BD/E/HG/CNG/OF	#	Sale/Donate/Salvage	Good/Adequate/Marginal/Poor	Also include Right-sizing justification if applicable.
Vehicle Replaced 3	xxxx	Text	Text	Select Letter (A-E) digits	17	#	#	#	G/D/BD/E/HG/CNG/OF	#	Sale/Donate/Salvage	Good/Adequate/Marginal/Poor	Also include Right-sizing justification if applicable.
Vehicle Replaced 4	xxxx	Text	Text	Select Letter (A-E) digits	17	#	#	#	G/D/BD/E/HG/CNG/OF	#	Sale/Donate/Salvage	Good/Adequate/Marginal/Poor	Also include Right-sizing justification if applicable.
Vehicle Replaced 5	xxxx	Text	Text	Select Letter (A-E) digits	17	#	#	#	G/D/BD/E/HG/CNG/OF	#	Sale/Donate/Salvage	Good/Adequate/Marginal/Poor	Also include Right-sizing justification if applicable.
Vehicle Replaced 6	xxxx	Text	Text	Select Letter (A-E) digits	17	#	#	#	G/D/BD/E/HG/CNG/OF	#	Sale/Donate/Salvage	Good/Adequate/Marginal/Poor	Also include Right-sizing justification if applicable.
Vehicle Replaced 7	xxxx	Text	Text	Select Letter (A-E) digits	17	#	#	#	G/D/BD/E/HG/CNG/OF	#	Sale/Donate/Salvage	Good/Adequate/Marginal/Poor	Also include Right-sizing justification if applicable.
Vehicle Replaced 8	xxxx	Text	Text	Select Letter (A-E) digits	17	#	#	#	G/D/BD/E/HG/CNG/OF	#	Sale/Donate/Salvage	Good/Adequate/Marginal/Poor	Also include Right-sizing justification if applicable.
Vehicle Replaced 9	xxxx	Text	Text	Select Letter (A-E) digits	17	#	#	#	G/D/BD/E/HG/CNG/OF	#	Sale/Donate/Salvage	Good/Adequate/Marginal/Poor	Also include Right-sizing justification if applicable.
Vehicle Replaced 10	xxxx	Text	Text	Select Letter (A-E) digits	17	#	#	#	G/D/BD/E/HG/CNG/OF	#	Sale/Donate/Salvage	Good/Adequate/Marginal/Poor	Also include Right-sizing justification if applicable.

### Equipment, Bus Stop Amenities, and Other Assets

Equipment, Signs, Shelters, Facilities, Land	Item Description	Model Number	Quantity	Estimated Unit Cost	Total Cost	Expected Order Date	Expected Delivery Date	Item Location	Lot Size	Square Footage	If breaking ground, have you filled out DCE?
Row 1	Text		#	\$	\$ 0	xx/xx/xxxx	xx/xx/xxxx				<input type="checkbox"/> If Applicable
Row 2	Text		#	\$	\$ 0	xx/xx/xxxx	xx/xx/xxxx				<input type="checkbox"/> If Applicable
Row 3	Text		#	\$	\$ 0	xx/xx/xxxx	xx/xx/xxxx				<input type="checkbox"/> If Applicable
Row 4	Text		#	\$	\$ 0	xx/xx/xxxx	xx/xx/xxxx				<input type="checkbox"/> If Applicable
Row 5	Text		#	\$	\$ 0	xx/xx/xxxx	xx/xx/xxxx				<input type="checkbox"/> If Applicable
Row 6	Text		#	\$	\$ 0	xx/xx/xxxx	xx/xx/xxxx				<input type="checkbox"/> If Applicable
Row 7	Text		#	\$	\$ 0	xx/xx/xxxx	xx/xx/xxxx				<input type="checkbox"/> If Applicable
Row 8	Text		#	\$	\$ 0	xx/xx/xxxx	xx/xx/xxxx				<input type="checkbox"/> If Applicable
Row 9	Text		#	\$	\$ 0	xx/xx/xxxx	xx/xx/xxxx				<input type="checkbox"/> If Applicable
Row 10	Text		#	\$	\$ 0	xx/xx/xxxx	xx/xx/xxxx				<input type="checkbox"/> If Applicable

### Document Upload [top](#)

Documents Requested *	Required?	Attached Documents *
Document 1		<a href="#">Coordinated Plan</a>
Document 2		
Document 3		
Document 4		
Document 5		
Document 6		
Document 7		
Document 8		
Document 9		
Document 10		

\* ZoomGrants™ is not responsible for the content of uploaded documents.

Application ID: 134392

Oregon Department of Transportation  
Rail and Public Transit  
**STIF Discretionary and Statewide Transit Network**  
2/1/2019 deadline

## Columbia County Rider GPS / Online Tracker System

Jump to: [Application Questions](#) [Budget and Project Tables](#) [Document Upload](#)

**Project Contact**  
**Todd Wood**  
[todd.wood@co.columbia.or.us](mailto:todd.wood@co.columbia.or.us)  
Tel: 503-366-0159

**Additional Contacts**  
*none entered*

### Columbia County Rider

1155 Deer Island Rd  
St Helens, OR 97051

**County Commissioner**  
Henry Heimuller  
[henry.heimuller@co.columbia.or.us](mailto:henry.heimuller@co.columbia.or.us)

Telephone 503-366-0159  
Fax 503-366-4720  
Web <https://www.nworegontransit.org/agencies/columbia-county-rider/>  
EIN 93-6002288

### Application Questions [top](#)

#### Provider Information

##### 1. Transit Agency Type

- City
- County
- Mass Transit District
- Transportation District
- Special District
- Intergovernmental Entity
- Municipal/Public Corporation or other political subdivision
- Indian Tribe
- Non-Profit
- Private For-Profit

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- Fixed Route
- Demand Response
- Deviated Fixed Route

#### Risk Assessment Information

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##### 3. Did your agency have any turnover of management or financial staff in the last 2 years?

- Yes
- No

##### 4. Does your agency have an accounting system that allows you to completely and accurately track the receipt and disbursement of funds related to the award?

- Yes
- No

##### 5. What type of accounting system does your agency use?

- Manual
- Automated
- Combined

##### 6. Does your agency have a system in place that will account for 100% of each employee's time?

- Yes
- No

##### 7. Did your staff members attend required training and meetings during prior grant awards?

- Yes
- No

##### 8. Was your agency audited by the Federal government in the past 2 years?

- Yes
- No

##### 9. If yes, did the audit result in one or more audit findings?

- Yes
- No
- N/A

##### 10. Did your agency stay on budget in the past two years?

- Yes
- No



## Applicant Qualifications

### 11. Describe how your agency has legal, managerial and operational capacity to perform and report on project progress within the scope, schedule and budget. (Operational capacity specifically for workload of projects in this application.)

Enter response in text box or upload your response on the Document Upload tab of the application and write "See Upload."

Columbia County rider is governed by the Columbia County Commission which is a three member panel. Columbia County Employees Robin McIntyre as legal counsel to oversee transit operations. The county finance department oversees the finances of the transit division. Columbia County Rider direct staffing include Todd M. Wood who has more than 15 years experience in transit including more than 10 years experience in transit management, John Dreeszen who has more than 30 years accounting and non profit experience including grant compliance, and Angela Garrett who has more than 15 years experience in administrative functions including accounts receivable, payable and cash handling. The Columbia County Rider staff will manage, and report on the project throughout the cycle with oversight from the County staff.

### 12. Capacity to Maintain Compliance

- By checking this box, the applicant certifies that if they are awarded funding they are able to meet or will have the capacity to maintain compliance with applicable federal, state and local laws and regulations including, and not limited to, those pertaining to passenger transportation, civil rights, labor, insurance, safety and health.

### 13. Does the applicant plan to use a Sub-Recipient or contractor to implement the grant supported activity?

- Yes  
 No

### 14. If Yes, please list the Sub-Recipient(s) and describe how the applicant will provide sufficient Sub-Recipient/contractor oversight to ensure eligibility is maintained while receiving STIF Discretionary or Statewide Transit Network moneys.

If Yes, enter response in text box or upload response on the Document Upload tab and write "See Upload." If No, write N/A.

-no answer-

## Project Information

Try to answer all questions, even if your project does not fit neatly within a category. No answer means a zero score.

### 15. Describe the project to be funded.

See application instructions for required content. Enter response in text box or upload response as an attachment in the Document Upload tab and write "See Upload."

Currently Columbia Counties Contractor MTR Western provides GPS and tracking for our busses. Columbia County would like to bring GPS and tracking activities in house. This software will allow integration with online system that will give members of the public access to see where our buses are and when they will arrive. It will also integrate with our partners in Clatsop, Tillamook and Lincoln Counties allowing them to also track and see where our service is. This will increase connections and coordination.

Additionally this service will allow the County to track, monitor and adjust service by receiving significantly better run time, route and stop data.

### 16. What Local Plans include this project and elements of the project?

See guidance for exemptions to this requirement.

Columbia Counties, Coordinated Public Transit - Human Services Transportation Plan Adopted September 6, 2017 Page 58 discusses utilizing technology for service efficiencies, mobile access and better customer information.

### 17. What is the minimum award amount that will still allow your project to proceed?

Enter an amount in dollars.

-no answer-

### 18. Select the fund source that you think best aligns with your application.

Check all that apply

- STIF Discretionary  
 STIF Intercommunity Discretionary  
 FTA Section 5311 (f) Intercity Discretionary

## Equity and Public Transportation Service to Low Income Households

(Score weights: Discretionary = 20%, STN = 10%)

### 19. Describe how the project supports and improves access for vulnerable populations.

This project will allow access to online and mobile options for bus services. This give people the opportunity to check when buses will arrive and leave giving more options and keeping folks from having to wait outside. Additionally Dial-a-ride customers who have access to a computer or mobile device will be able to tell when their bus is arriving.

## Coordination of Public Transportation Services

(Score weights: Discretionary = 10%, STN = 30%)

### 20. Describe how the project is a collaboration of multiple agencies or involves consolidation, coordination, or resource sharing between agencies.

The software and GPS will allow integration between Sunset Empire, Tillamook Transit, and Lincoln County Transit. All four systems will be able to work together on one system. This will allow better coordination of services between these agencies. Additionally PCC, TriMet, River Cities and other agencies will be able to access the same interface as riders to determine when our buses are reaching destinations to allow improved coordination between systems.

## Statewide Transit Network

(Score weights: Discretionary = 10%, STN = 30%)

### 21. Describe how the project supports and improves the utility of the statewide transit network, improves the passenger experience, benefits multiple transit providers, and/or creates a foundation for future statewide transit network improvements.

With this service in place an individual will access to real time data for our buses and service. With this information in hand a person can easily schedule rides and determine when the next available bus will be arriving. Ideally, a rider can board anywhere along the coast and using one app be easily able to map their ride all the way to Portland.

## Funding and Strategic Investment

(Score weights: Discretionary = 20%, STN = 10%)

### 22. Describe how project match requirements will be met or exceeded. If this project will last beyond the 19-21 biennium, describe the plan for ongoing funding including match.

Describe why investment in this project makes sense both from the perspective of current need and long term Oregon transit needs.

The match and ongoing maintenance will be met with Local funds from Columbia County. Once the project is in place long term funding for the continued operation of this project will come from local funds and local contracts that contribute to the operation of Columbia County Rider.

### 23. Does this project depend on other funding sources including other discretionary grant processes whose outcomes are uncertain?

If yes, identify the fund source and anticipated timing of funding certainty. If no, write N/A.

N/A

## Environmental and Public Health

(Score weights: Discretionary = 15%, STN = 10%)

### 24. Describe how the project reduces greenhouse gas emissions, reduces pollution, and/or supports positive health outcomes.

With increased availability of real-time data people will be more likely to utilize public transit. More public transit use reduces the number of vehicles on the road and will ultimately reduce population, and greenhouse gas emissions.

Additionally real time GPS data allows transit systems to better utilize their assets reducing wasted energy by increasing route efficiencies.

## Safety, Security, and Community Livability

(Score weights: Discretionary = 25%, STN = 10%)

**25. Describe how the project increases use and participation in active transportation, including public transportation.**

More data online from more systems will increase participation in public transportation. Our system is one of the only systems in our direct area that does not have online public access to real-time data. By adding real-time data more riders will be inclined to utilize the system. Additionally our staff will be able to better analyse run-time data in order to make the system more efficient which in turn will promote ridership.

**26. Describe how the project supports and improves safety of passengers in transit vehicles and safety of other roadway users.**

GPS tracking will allow much faster access for law enforcement to access a vehicle if needed. It also allows our dispatchers to make better decisions about bus routing when serious safety issues cause problems on the roadway (i.e. fires).

**Capital Assets**

Capital assets are items that cost at least \$5,000 and have a useful life of at least 3 years.

**27. Describe proposed capital purchases. Enter asset details in the Budget and Project Tables tab.**

For capital construction projects, additional documentation will be required in the Document Upload tab. See guidance for more information. If no capital assets are included in your application, write N/A. The capital purchases will include equipping all buses without their own GPS with a GPS and tying that system into the tracking software. IT will also include the initial start up and set up costs of the tracking software including any needed hardware and software.

**Budget and Project Tables [top](#)**

**Project Category and Fund Source**

Project Category	Project Cost	Other Fund Source (Federal)	Other Fund Source (State)	Other Fund Source (Local)	Other Fund Source (Other)	Project Category Totals
Vehicle Purchase - Expansion	\$	\$	\$	\$	\$	\$ 0
Vehicle Purchase - Replacement or Right-Sizing	\$	\$	\$	\$	\$	\$ 0
Equipment Purchase	\$ 8,500	\$	\$	\$ 850	\$	\$ 9,350
Facility Purchase	\$	\$	\$	\$	\$	\$ 0
Signs/Shelters Purchase	\$	\$	\$	\$	\$	\$ 0
Planning	\$	\$	\$	\$	\$	\$ 0
Project Administration	\$	\$	\$	\$	\$	\$ 0
Operating	\$ 26,000	\$	\$	\$	\$	\$ 26,000
Preventive Maintenance	\$	\$	\$	\$	\$	\$ 0
Mobility Management	\$	\$	\$	\$	\$	\$ 0
<b>Total</b>	<b>\$ 34,500</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 850</b>	<b>\$ 0</b>	<b>\$35,350</b>

**Project Totals and Match Rate**

Fund Source	Total Project Amount (Grant Amount + Match Amount)	Match Rate	Grant Amount	Match Amount	Match Sources	Overmatch Amount (If Any)	Match Funding is available if project is awarded?	Date match available	% of Funds used for Demand Response Transportation	% of Funds used for Fixed Route Transportation
STIF Discretionary - All Project Categories (20% Match)	\$	%	\$ 0	\$ 0	Text	\$	Yes/No	xx/xx/xxxx	%	100 %
STIF Discretionary - All Project Categories, Qualified Projects (10% Match)	\$ 31,570	10 %	\$ 28,413	\$ 3,157	Columbia County Text	\$	Yes Yes/No	07/01/2019 xx/xx/xxxx	%	100 %
STIF Intercommunity Discretionary - All Project Categories (20% Match)	\$	%	\$ 0	\$ 0	Text	\$	Yes/No	xx/xx/xxxx	%	100 %
STIF Intercommunity Discretionary - All Project Categories, Qualified Projects (10% Match)	\$	%	\$ 0	\$ 0	Text	\$	Yes/No	xx/xx/xxxx	%	100 %
5311 (f) Intercity - Operating (50% Match)	\$	%	\$ 0	\$ 0	Text	\$	Yes/No	xx/xx/xxxx	%	100 %
5311 (f) Intercity - Capital, Planning, Project Administration, Preventive Maintenance, Mobility Management (20% Match)	\$	%	\$ 0	\$ 0	Text	\$	Yes/No	xx/xx/xxxx	%	100 %

**Vehicle Purchase**

Vehicle Purchase	Vehicle Purchase Type	VIN of vehicle being replaced	Make	Model	Vehicle Category	Quantity	Unit Cost	Total Cost	Seats	ADA Stations	Seats w/ADA Stations Deployed	Fuel Type	Estimated Order Date	Estimated Delivery Date	Mileage	Date of Reading	Seller	Vehicle Condition
Vehicle Purchase 1	Expansion/Replacement	Only answer if replacing vehicle	Text	Text	Select Letter (A-E)	#	\$	\$ 0	#	#	#	G/D/BD/E/HG/CNG/OF	xx/xx/xxxx	xx/xx/xxxx	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle
Vehicle Purchase 2	Expansion/Replacement	Only answer if replacing vehicle	Text	Text	Select Letter (A-E)	#	\$	\$ 0	#	#	#	G/D/BD/E/HG/CNG/OF	xx/xx/xxxx	xx/xx/xxxx	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle
Vehicle Purchase 3	Expansion/Replacement	Only answer if replacing vehicle	Text	Text	Select Letter (A-E)	#	\$	\$ 0	#	#	#	G/D/BD/E/HG/CNG/OF	xx/xx/xxxx	xx/xx/xxxx	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle
Vehicle Purchase 4	Expansion/Replacement	Only answer if replacing vehicle	Text	Text	Select Letter (A-E)	#	\$	\$ 0	#	#	#	G/D/BD/E/HG/CNG/OF	xx/xx/xxxx	xx/xx/xxxx	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle
Vehicle Purchase 5	Expansion/Replacement	Only answer if replacing vehicle	Text	Text	Select Letter (A-E)	#	\$	\$ 0	#	#	#	G/D/BD/E/HG/CNG/OF	xx/xx/xxxx	xx/xx/xxxx	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle
Vehicle Purchase 6	Expansion/Replacement	Only answer if replacing vehicle	Text	Text	Select Letter (A-E)	#	\$	\$ 0	#	#	#	G/D/BD/E/HG/CNG/OF	xx/xx/xxxx	xx/xx/xxxx	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle

Vehicle Purchase	Expansion/Replacement	Only answer if replacing vehicle	Text	Text	Select Letter (A-E)	#	\$	\$ 0	#	#	#	G/D/BD/E/HG/CNG/OF	xx/xx/xxxx	xx/xx/xxxx	vehicle	vehicle	vehicle	vehicle
7															Only answer if purchasing used vehicle	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle
8															Only answer if purchasing used vehicle	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle
9															Only answer if purchasing used vehicle	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle
10															Only answer if purchasing used vehicle	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle

### Vehicle Replacement Information

Vehicles to Be Replaced	Year	Make	Model	Vehicle Category	VIN	Seats	ADA Stations	Seats with ADA Stations Deployed	Fuel Type	Vehicle Mileage	Disposal Type	Vehicle Condition	Vehicle Maintenance History
Vehicle Replaced 1	xxxx	Text	Text	Select Letter (A-E) digits	17	#	#	#	G/D/BD/E/HG/CNG/OF	#	Sale/Donate/Salvage	Good/Adequate/Marginal/Poor	Also include Right-sizing justification if applicable.
Vehicle Replaced 2	xxxx	Text	Text	Select Letter (A-E) digits	17	#	#	#	G/D/BD/E/HG/CNG/OF	#	Sale/Donate/Salvage	Good/Adequate/Marginal/Poor	Also include Right-sizing justification if applicable.
Vehicle Replaced 3	xxxx	Text	Text	Select Letter (A-E) digits	17	#	#	#	G/D/BD/E/HG/CNG/OF	#	Sale/Donate/Salvage	Good/Adequate/Marginal/Poor	Also include Right-sizing justification if applicable.
Vehicle Replaced 4	xxxx	Text	Text	Select Letter (A-E) digits	17	#	#	#	G/D/BD/E/HG/CNG/OF	#	Sale/Donate/Salvage	Good/Adequate/Marginal/Poor	Also include Right-sizing justification if applicable.
Vehicle Replaced 5	xxxx	Text	Text	Select Letter (A-E) digits	17	#	#	#	G/D/BD/E/HG/CNG/OF	#	Sale/Donate/Salvage	Good/Adequate/Marginal/Poor	Also include Right-sizing justification if applicable.
Vehicle Replaced 6	xxxx	Text	Text	Select Letter (A-E) digits	17	#	#	#	G/D/BD/E/HG/CNG/OF	#	Sale/Donate/Salvage	Good/Adequate/Marginal/Poor	Also include Right-sizing justification if applicable.
Vehicle Replaced 7	xxxx	Text	Text	Select Letter (A-E) digits	17	#	#	#	G/D/BD/E/HG/CNG/OF	#	Sale/Donate/Salvage	Good/Adequate/Marginal/Poor	Also include Right-sizing justification if applicable.
Vehicle Replaced 8	xxxx	Text	Text	Select Letter (A-E) digits	17	#	#	#	G/D/BD/E/HG/CNG/OF	#	Sale/Donate/Salvage	Good/Adequate/Marginal/Poor	Also include Right-sizing justification if applicable.
Vehicle Replaced 9	xxxx	Text	Text	Select Letter (A-E) digits	17	#	#	#	G/D/BD/E/HG/CNG/OF	#	Sale/Donate/Salvage	Good/Adequate/Marginal/Poor	Also include Right-sizing justification if applicable.
Vehicle Replaced 10	xxxx	Text	Text	Select Letter (A-E) digits	17	#	#	#	G/D/BD/E/HG/CNG/OF	#	Sale/Donate/Salvage	Good/Adequate/Marginal/Poor	Also include Right-sizing justification if applicable.

### Equipment, Bus Stop Amenities, and Other Assets

Equipment, Signs, Shelters, Facilities, Land	Item Description	Model Number	Quantity	Estimated Unit Cost	Total Cost	Expected Order Date	Expected Item Delivery Date	Location	Lot Size	Square Footage	If breaking ground, have you filled out DCE?
Row 1	GPS Tracking Software	Swiftly	1 #	\$ 8,500	\$ 8,500	07/01/2019	xx/xx/xxxx	06/30/2020 CCRider Buses			<input type="checkbox"/> If Applicable
Row 2	Text		1 #	\$	\$ 0	xx/xx/xxxx	xx/xx/xxxx				<input type="checkbox"/> If Applicable
Row 3	Text		#	\$	\$ 0	xx/xx/xxxx	xx/xx/xxxx				<input type="checkbox"/> If Applicable
Row 4	Text		#	\$	\$ 0	xx/xx/xxxx	xx/xx/xxxx				<input type="checkbox"/> If Applicable
Row 5	Text		#	\$	\$ 0	xx/xx/xxxx	xx/xx/xxxx				<input type="checkbox"/> If Applicable
Row 6	Text		#	\$	\$ 0	xx/xx/xxxx	xx/xx/xxxx				<input type="checkbox"/> If Applicable
Row 7	Text		#	\$	\$ 0	xx/xx/xxxx	xx/xx/xxxx				<input type="checkbox"/> If Applicable
Row 8	Text		#	\$	\$ 0	xx/xx/xxxx	xx/xx/xxxx				<input type="checkbox"/> If Applicable
Row 9	Text		#	\$	\$ 0	xx/xx/xxxx	xx/xx/xxxx				<input type="checkbox"/> If Applicable
Row 10	Text		#	\$	\$ 0	xx/xx/xxxx	xx/xx/xxxx				<input type="checkbox"/> If Applicable

### Document Upload [top](#)

#### Documents Requested \*

- Document 1
- Document 2
- Document 3
- Document 4
- Document 5
- Document 6
- Document 7
- Document 8
- Document 9
- Document 10

Required?

#### Attached Documents \*

[Coordinated Plan](#)

\* ZoomGrants™ is not responsible for the content of uploaded documents.

Application ID: 134466

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# COLUMBIA COUNTY

## Board of Commissioners Office



ST. HELENS, OR 97051

### Commissioners

Margaret Magruder

Henry Heimuller

Alex Tardif

### Administration

Jacyn Normine

230 Strand St., Room 338

Direct (503) 397-4322

Fax (503) 366-7243

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

October 2, 2019

Genell Grow  
58529 DeFrates Rd.  
Rainier, OR 97048

Dear Genell,

The Board of County Commissioners are pleased to advise you that you have been appointed to the Columbia County Citizen Transportation Advisory Committee for a three (3) year term. Your term will expire June 30, 2020. You are receiving this corrected appointment letter to be in compliance with Ordinance No. 2018-6.

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. For additional information about this committee, please contact Todd Wood at (503) 366-8505.

We look forward to your active participation as a member of this committee.

Sincerely,

Henry Heimuller  
Commission Chair

FF; KC

C: Todd Wood

Enclosed: Government Ethics Law Guide

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October 2, 2019

Bill Eagle  
151 Allendale Drive  
St. Helens, OR 97051

Dear Bill,

The Board of County Commissioners are pleased to advise you that you have been appointed to the Columbia County Citizen Transportation Advisory Committee for a three (3) year term. Your term will expire June 30, 2020. You are receiving this corrected appointment letter to be in compliance with Ordinance No. 2018-6.

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. For additional information about this committee, please contact Todd Wood at (503) 366-8505.

We look forward to your active participation as a member of this committee.

Sincerely,

Henry Heimuller  
Commission Chair

FF; KC  
C: Todd Wood  
Enclosed: Government Ethics Law Guide

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October 2, 2019

Claudia Eagle  
151 Allendale Drive  
St. Helens, OR 97051

Dear Claudia,

The Board of County Commissioners are pleased to advise you that you have been appointed to the Columbia County Citizen Transportation Advisory Committee for a three (3) year term. Your term will expire June 30, 2020. You are receiving this corrected appointment letter to be in compliance with Ordinance No. 2018-6.

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. For additional information about this committee, please contact Todd Wood at (503) 366-8505.

We look forward to your active participation as a member of this committee.

Sincerely,

Henry Heimuller  
Commission Chair

FF; KC  
C: Todd Wood  
Enclosed: Government Ethics Law Guide

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Fax (503) 366-7243

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October 2, 2019

Charlotte Hart  
56369 Cascade View Dr.  
St. Helens, OR 97051

Dear Charlotte,

The Board of County Commissioners are pleased to advise you that you have been appointed to the Columbia County Citizen Transportation Advisory Committee for a three (3) year term. Your term will expire June 30, 2021. You are receiving this corrected appointment letter to be in compliance with Ordinance No. 2018-6.

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. For additional information about this committee, please contact Todd Wood at (503) 366-8505.

We look forward to your active participation as a member of this committee.

Sincerely,

Henry Heimuller  
Commission Chair

FF; KC  
C: Todd Wood  
Enclosed: Government Ethics Law Guide

# COLUMBIA COUNTY

## Board of Commissioners Office



ST. HELENS, OR 97051

### Commissioners

Margaret Magruder

Henry Heimuller

Alex Tardif

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Direct (503) 397-4322

Fax (503) 366-7243

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

October 2, 2019

Dena Chesney  
1111 St. Helens Street  
St. Helens OR 97051

Dear Dena,

The Board of County Commissioners are pleased to advise you that you have been appointed to the Columbia County Citizen Transportation Advisory Committee for a three (3) year term. Your term will expire June 30, 2021. You are receiving this corrected appointment letter to be in compliance with Ordinance No. 2018-6.

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. For additional information about this committee, please contact Todd Wood at (503) 366-8505.

We look forward to your active participation as a member of this committee.

Sincerely,

Henry Heimuller  
Commission Chair

FF; KC  
C: Todd Wood  
Enclosed: Government Ethics Law Guide



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

In The Matter Of Reallocation Of )  
Appropriations Between Categories ) **Resolution No. 72-2019**  
In the **2019-2020 Fiscal Year Budget** )

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

**WHEREAS**, the General Fund has experienced occurrences/conditions not ascertained when preparing the original budget, which necessitates a change in financial planning, that being a reduction in veterans service state reimbursement; and

**WHEREAS**, this supplemental budget is for the General Fund department Veterans Services and does not increase the fund's budget by more than 10%;

**NOW, THEREFORE, IT IS HEREBY RESOLVED** that the 2019-2020 fiscal year budget for Columbia County be modified as detailed in *Exhibit A* for the specific purpose of providing appropriations to cover expenditures through June 30, 2020.

Dated in St. Helens, Oregon this \_\_\_\_\_ day of October, 2019.

BOARD OF COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

\_\_\_\_\_  
Henry Heimuller, Commissioner

\_\_\_\_\_  
Margaret Magruder, Commissioner

\_\_\_\_\_  
Alex Tardif, Commissioner

Approved as to form:

\_\_\_\_\_  
Office of County Counsel

**Department: VETERANS SERVICES**

G/L ACCT NUMBER	ACCT DESCRIPTION	EXISTING BUDGET	BUDGET CHANGE	NEW Budget
			+ = increase - = decrease	
<b>Revenue</b>				
100-35-00-3660	Veterans Service-State Reimb	112,350	(6,562)	105,788
100-00-00-3001	Begin Unrestricted Cash Bal (Non-Departmental)	3,694,568	9,605	3,704,173
		-	-	-
		-	-	-
		-	-	-
	Total Resources	3,806,918	3,043	3,809,961
<b>Personal Services</b>				
	Sal-Elected	-	-	-
	Sal-Regular	-	-	-
	Ben-Health Ins	-	-	-
	Ben-Life Ins	-	-	-
	Ben- FICA 7.65%	-	-	-
	PERS-County	-	-	-
	Ben-Workers Comp	-	-	-
	Ben-OR W/Comp Assessment	-	-	-
	IGS - 3.10 Unemp Self Ins Reserve	-	-	-
	<b>Total Personal Services -</b>	-	-	-
<b>Materials &amp; Services</b>				
100-35-00-4750	Contracted Services	136,895	(1,207)	135,688
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
	<b>Total Materials &amp; Services</b>	136,895	(1,207)	135,688
<b>Debt, Capital, Transfers</b>				
100-35-00-4593	Administrative Allowance	750	4,250	5,000
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
	<b>Total Expenditures</b>	137,645	3,043	140,688
Total Change should = 0 >>			-	
Note: Total change should = 0, or Total Revenue change should match Total Expense change.				
Prepared By	Louise Kallstrom	Date	9/16/2019	
				Supp #1

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

In the Matter of an Appeal of the Administrative )  
Decisions by the Land Development Services )  
Director for Building Permit No. 192-19-000377- ) FINAL ORDER NO. 67-2019  
MD and Residential Electrical Permit No. 192- )  
19-000602-ELEC for Space 10 of the Deer )  
Pointe Meadows Mobile Home Park )

WHEREAS, Donald G. Campbell (“Appellant”) challenges Building Permit 192-19-000377-MD (“Building Permit”) and Residential Electrical Permit No. 192-19-000602-ELEC (“Electrical Permit”) issued for Space 10 of the Deer Pointe Meadows mobile home park (“park”), located at 25216 Elderberry Street, near Rainier, Oregon; and

WHEREAS, on December 11, 1995, the Board of County Commissioners (“Board”) issued Order No. 3-94 in which the Board found the park was a lawfully established nonconforming use (“NCU”) that consists of 33 mobile home and recreational vehicle (“RV”) spaces; and

WHEREAS, on February 21, 1996, the Board issued Order No. 38-96 approving an expansion of the park to 46 spaces; and

WHEREAS, on January 30, 2017, Oregon Department of Environmental Quality (“DEQ”) issued Dale V. Strom (“Applicant”), Member of Deer Pointe Meadows LLC, a Warning Letter with an Opportunity to Correct a septic system failure by September 30, 2017; and

WHEREAS, on February 22, 2017, the County issued a temporary suspension of mobile home and RV placements, replacements, and new occupancy in the park due to a failing septic system based on non-compliance with OAR 340-071-0130, which contains DEQ on-site wastewater treatment system public health and safety standards; and

WHEREAS, soon after the temporary suspension was issued, Applicant engaged a consultant to design repairs and upgrades for the septic system; and

WHEREAS, on June 13, 2017, the Columbia County Land Development Services Department (“LDS”) issued Land Use Compatibility Statement (“LUCS”) 17-44, which found that proposed septic system repairs were consistent with the Columbia County Zoning Ordinance (“CCZO”); and

WHEREAS, on June 22, 2017, Appellant filed an appeal of LUCS 17-44 with the County. As a result of the appeal, Applicant was prohibited from implementing septic repairs because DEQ could not issue a final construction permit until the LUCS 17-44 appeal was resolved in Applicant’s favor; and

WHEREAS, on September 23, 2017, DEQ received Applicant's request for an extension to complete the corrective action by August 31, 2018. Applicant requested the extension because DEQ had not issued a final construction permit that would allow Applicant to implement on-site septic system repairs, and much of the proposed construction required excavation in areas known to be wet during winter months, and it was ill advised to initiate construction work during that time; and

WHEREAS, on October 11, 2017, the Board tentatively approved LUCS 17-44; and

WHEREAS, on October 23, 2017, DEQ issued a final construction permit allowing Applicant to complete septic system repairs; and

WHEREAS, on November 1, 2017, DEQ approved Applicant's request for a time extension to complete corrective action; and

WHEREAS, on November 8, 2017, the Board issued Order No. 80-2017 approving LUCS 17-44; and

WHEREAS, on July 18, 2018, Applicant's consultant submitted documents to DEQ concluding the septic repairs were completed, inspected, and certified; and

WHEREAS, on July 23, 2018, DEQ issued a letter that corrective actions and septic system repairs had been completed; and

WHEREAS, on August 13, 2018, the County lifted the temporary suspension upon receiving notice from DEQ that the park's septic system was repaired sufficient to meet DEQ's on-site wastewater public health and safety standards; and

WHEREAS, on March 25, 2019, LDS issued the challenged Building Permit to Applicant that approves the replacement of a manufactured home in Space 10 in the park; and

WHEREAS, on April 1, 2019, Appellant filed a timely appeal of the Building Permit on the basis that Space 10 lost its NCU right and permits could therefore not be issued; and

WHEREAS, on April 3, 2019, the Board took jurisdiction over the Building Permit appeal in order to resolve the issue of whether spaces required to be vacant during the temporary suspension lost their NCU right; and

WHEREAS, on May 17, 2019, the Board sent notice of a public hearing for the Building Permit appeal; and

WHEREAS, Columbia County participates in the State of Oregon ePermitting System; which allows licensed contractors to apply for and obtain electrical permits online through the automated ePermitting System; and

WHEREAS, on May 4, 2019, Applicant applied for an electrical permit, through the ePermitting System, to allow the replacement of a service meter, installation of a grounding

system and installation of a 50 amp RV outlet in Space 10 of the park. The ePermitting System approved the application and issued the challenged Electrical Permit; and

WHEREAS, on May 15, 2019, County staff sent notice of the Electrical Permit to the Appellant; and

WHEREAS, on May 22, 2019, Appellant filed a timely appeal of the Electrical Permit, again on the basis that Space 10 lost its NCU right and permits could therefore not be issued; and

WHEREAS, on May 29, 2019, the Board took jurisdiction over the Electrical Permit appeal and consolidated the Building Permit and Electrical Permit appeal hearings, pursuant to CCZO 1612; and

WHEREAS, on June 19, 2019, the Board sent notice of the consolidated hearing; and

WHEREAS, on July 24, 2019, the Board held a consolidated hearing on the Building Permit and Electrical Permit appeals. At the hearing, the Board heard testimony and accepted evidence. The Board then closed the hearing and left the record open to allow the submittal of new evidence to be received by July 31, 2019; rebuttals to be received by August 7, 2019; and Applicant's final arguments to be received by August 14, 2019. The Board continued deliberations to August 21, 2019; and

WHEREAS, all written materials received by the County prior to the July 24, 2019 hearing were admitted into the record. No written evidence was submitted to the County during the hearing; and

WHEREAS, during the open record period following the initial public hearing, the County received new evidence by the Appellant and Steve Sharek, Fire Chief for Clatskanie Rural Fire Protection District, and rebuttal evidence from Applicant. The evidence was admitted into the record; and

WHEREAS, after the record was closed to all other parties, Applicant submitted final written arguments in support of the Building and Electrical Permit applications, which were admitted into the record; and

WHEREAS, the Board rescheduled deliberations to August 28, 2019, because the Board's August 21, 2019 public meeting was canceled; and

WHEREAS, on August 15, 2019, the Board mailed notice that deliberations were rescheduled to August 28, 2019, and that the record would be reopened during the meeting for the Board to disclose any *ex parte* contact and provide interested persons an opportunity to ask questions and comment on the *ex parte* contact. On August 15, 2019, County staff emailed a copy of the notice to attorneys of the Appellant and Applicant; and

WHEREAS, on August 28, 2019, the Board disclosed *ex parte* contacts. Following *ex parte* contacts disclosure, the Board reopened the record and provided opportunities for

interested persons to ask questions and comment on the *ex parte* contact. The Appellant and Applicant's attorney were present. No person availed themselves of this opportunity. The Board then closed the record, deliberated and voted to tentatively approve the Building Permit and Electrical Permit;

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

1. The Board of County Commissioners adopts the following findings in support of its decision:

- a. The above recitals are adopted as findings; and
- b. The findings and conclusions in the final Staff Report to the Board of County Commissioners dated July 15, 2019, which is attached hereto as Attachment A and incorporated herein by this reference, to the extent those findings are consistent with this Final Order; and
- c. The following supplemental findings:
  - i. This Final Order is a "Land Use Decision" under ORS 197.015(10)(a)(A).

The Board finds its decision in this matter is a land use decision because the Board evaluated and determined whether the park lost the NCU right for 13 spaces that were vacant during the temporary suspension. The analysis is necessary because the Appellant argues that under CCZO 1506, the spaces required to be vacant during the temporary suspension constitute a partial discontinuance and therefore, loss of NCU right for the 13 spaces.

Here, parties in this matter agree that the park was in operation, and 13 spaces were required to be vacant during the period of the temporary suspension. The issue before the Board is whether there was a partial discontinuance of these spaces because they were required to be vacant during the period of the temporary suspension. As such, the Board must conduct a planning compliance review to determine the NCU right of these spaces.

In relevant part, ORS 197.015(10)(A)(a) defines a "land use decision" as a final local government decision that "concerns the adoption, amendment or application of ... [a] land use regulation[.]" In *Madrona Park v. City of Portland*, \_\_\_ Or LUBA \_\_\_, LUBA No. 2019-032, 12 (2019), LUBA explained that "[a] local government decision 'concerns' the application of a plan provision or land use regulation if (1) the decision maker was required by law to apply its plan or land use regulations as approval standards, but did not, or (2) the decision maker in fact applied plan provisions or land use regulations." Here, the Board in fact applied a local land use regulation, CCZO 1506.

ORS 197.015(10)(b)(B) provides that a land use decision does not include a local government decision "that approves or denies a building permit issued under clear and objective land use standards." LUBA refers to ORS 197.015(10)(b)(B) as the "building permit exclusion."

*Id.* at 5. Approval or denial of a building permit typically is not considered a land use decision, “except in those limited situations where the land use standards under which a building permit is issued are not ‘clear and objective.’” *Id.* at 10. In determining whether a building permit is excluded from the definition of a land use decision under ORS 197.015(10)(b)(B), the relevant question is whether the land use standards under which it was issued are “clear and objective.” *Id.* at 11.

Here, in contrast to applying a clear and objective standard, such as a building setback or height standard, the Board applied a subjective, value-laden analysis to determine whether there was a partial discontinuance of the NCU at the park. It is undisputed that some of the park spaces were vacant for over a one-year period. However, the vacancies were the result of the County’s temporary suspension enforcement action and the Appellant’s appeal of Applicant’s permits to repair the park’s septic system. Moreover, although the spaces were vacant during that period, Applicant actively pursued permits and repairs to the septic system to maintain and operate Space 10, as well as all other spaces in the park because the septic system serves the entire park. In order to answer the question of whether there was a partial discontinuance, the Board must interpret CCZO 1506.4 to determine whether Applicant’s efforts of pursuing permits and performing repairs the park’s septic system was sufficient to continue the NCU. That analysis is subjective, value-laden and discretionary, and is therefore a land use decision.

- ii. The Board’s Interpretation of CCZO 1506.4 is Consistent with ORS 215.130.

The Board analyzed the Appellant’s argument that the Board’s interpretations erroneously substitute for a legislative procedure to adopt new criteria for determining when a use has been interrupted, as authorized by ORS 215.130(10)(b). The Board disagrees, and finds the one-year time period set forth in CCZO 1506.4 is such a criterion. The Board considered the various reasons Appellant believes the Board may not interpret CCZO 1506.4 and finds them unpersuasive.

ORS 215.130(10) authorizes counties to adopt NCU standards and procedures, to the extent that they are consistent with ORS 215.130. ORS 215.130(10)(b) provides that counties may establish “criteria to determine when a use has been interrupted or abandoned” under ORS 215.130(7)(a). In *Landwatch Lane County v. Lane County*, \_\_\_ Or LUBA \_\_\_ (LUBA No. 2017-077, 20, February 26, 2018), *aff’d w/o op.* 292 Or App 415, 421 P3d 432 (2018). LUBA explained that:

ORS 215.130(7)(a) contains only a general prohibition on resumption of an interrupted nonconforming use, and ORS 215.130(10)(b) leaves it to counties, if they choose, to adopt and apply the criteria and standards for determining whether a nonconforming use has been interrupted.

Under ORS 197.829(1), LUBA is required to defer to a local government's interpretation of its land use regulations unless the interpretation is inconsistent with the *express* text of the regulation, the purpose of the regulation, the underlying policy implemented by the regulation, or a state law that the regulation carries out. The Board acknowledges that CCZO 1506 was adopted to implement ORS 215.130, and that CCZO 1506 cannot be applied or interpreted in a manner that conflicts with ORS 215.130.

ORS 215.130(7)(a) does not specify the length of time required to constitute a “period of interruption or abandonment,” nor does it specify what activities or lack thereof constitute “interruption or abandonment.” ORS 215.130(7)(a) provides that a NUC “may not be resumed after a period of interruption or abandonment unless the resumed use conforms with the requirements of zoning ordinances or regulations applicable at the time of the proposed resumption.”

The Board has discretion to establish the time period of interruption and standards for determining what constitutes an interruption, so long as the standards are not contrary to ORS 215.130. The County established a one-year time period for a discontinuance. CCZO 1506.4 provides:

A Non-Conforming Use may be resumed if the discontinuation is for a period less than 1 year. If the discontinuance is for a period greater than 1 year, the building or land shall thereafter be occupied and used only for a conforming use.

The Board did not use the term “abandonment” in CCZO 1506.4. Consequently, a NCU right can be lost when the use has been “discontinued” for more than one year, regardless of whether an owner intends to continue the NCU.

Appellant argues that the Board’s interpretation of “discontinuance” under CCZO 1506.4 is inconsistent with the plain meaning of the statutory term “interruption” based on a contention that “discontinuance” means the same thing as an “interruption.” The Board disagrees with Appellant’s argument. ORS 174.010 prohibits courts from inserting terms that have been omitted, or omitting terms that have been inserted by a legislature. Appellant correctly states:

This rule of construction prohibits the courts from inserting a word or phrase, *Bergmann v. Hutton*, 337 Or 596, 607, 101 P3d 353 (2004) (declining to insert “limit of liability” into insurance statute), a concept of law, *Liberty Northwest Ins. Corp. v. Spivey (In re Spivey)*, 197 Or App 67, 71, 104 P3d 640 (2005) (declining to add requirement of jurisdictional time limit), or even punctuation, *State v. Webb*, 324 Or 380, 388, 927 P2d 79 (1996) (declining to change punctuation to effect different reading of statute).

Following this rule of construction, Appellant’s argument fails because the Board chose to use the term “discontinuance” and omit the term “interruption” from CCZO 1506.4. The Board has



discretion to interpret the express text of CCZO 1506.4 so long as it is consistent with ORS 215.130(7)(a). The Board finds that the term “discontinuance” is a type of interruption that does not have the exact same meaning as interruption.

Courts consider the text and context of a statute at the first step of a statutory construction analysis. *Portland Gen. Elec. Co. v. Bureau of Labor & Indus.*, 317 Or 606, 610, 859 P2d 1143 (1993), as modified by *State v. Gaines*, 346 Or 160, 171–173, 206 P3d 1042 (2009). Where a term is not defined in statute, courts will generally give the term the “plain, natural, and ordinary meaning.” *Id.*, at 611. Courts generally consider common usage definitions, and refer to dictionaries to discern the plain-meaning. *Potter v. Schlessor Co.*, 335 Or 209, 213, 63 P3d 1172 (2003) (consulting *Webster’s Third New Int’l Dictionary* (unabridged ed 1993) in absence of statutory definition).

The Board finds that no form of the word “discontinue” is defined in the CCZO; and therefore turns to the dictionary. *Webster’s Third New Int’l Dictionary* 646 (unabridged ed 1981) defines “discontinue,” in part, as “**1 a** : to break off : give up : TERMINATE : end the operations or existence of: cease to use **b obs** : to cease to attend, frequent or occupy **c** : to break the continuity of.”

The Board’s interprets “discontinuance” to mean, in part as relevant here, a period when a property owner ceases to actively pursue permits or perform substantial efforts to repair the NCU. Furthermore, the Board interprets the phrase “discontinuance is for a period greater than one year,” in part as relevant here, to mean a one-year time period beginning when a property owner ceases to actively pursue permits or perform substantial efforts to repair the NCU. There may be other circumstances in which a partial discontinuance can occur; however, the Board limits its interpretation here to the issue in this matter. Here, the determinative factor in whether there was a partial discontinuance during the temporary suspension is whether Applicant *ceased to* pursue permits and perform repairs to the septic system, not whether the spaces ceased to be occupied as Appellant argues. The Board’s interpretation of CCZO 1506.4 does not conflict with the term “interruption” used in ORS 215.130(7)(a). Appellant has not shown why this interpretation conflicts ORS 215.130(7)(a). The Board’s interpretation of CCZO 1506.4 is entitled to deference by LUBA and reviewing courts because the Board’s interpretation does not conflict with the express text of ORS 215.130.

iii. The Board Finds No Partial Discontinuance of the NCU at the Park.

The Board agrees with Appellant’s assertion that a NCU can be partially discontinued. *Coonse v. Crook County*, 22 Or LUBA 138, (1991); *Hendgen v. Clackamas County*, 115 Or App 117, 836 P2d 1369 (1992); *Clackamas County v. Gay*, 133 Or App 131, 890 P2d 444 (1995); and *Suydam v. Deschutes County*, 29 Or LUBA 273, (1995). Appellant acknowledges that the park in its entirety is the NCU and that individual spaces are “part” of that NCU. In this matter, the parties agree that the park is a lawfully established NCU that consists of 46 mobile home and RV spaces, and the park was in operation and 13 spaces were required to be vacant during the period of the temporary suspension. However, for the reasons stated below, the Board disagrees with

Appellant's argument that there was a partial discontinuance of NCU at the park during the temporary suspension.

The Board rejects Appellant's argument that repairs must be completed within one year to continue a NCU. In *Crosley V. Columbia County*, 65 Or LUBA 164, 173-174 (2012), LUBA explained that some maintenance and repair activities completed under ORS 215.130(5) and CCZO 1506.2 may be sufficient to continue a NCU and avoid a discontinuance of a NCU of the property under CCZO 1506.4. LUBA explained that not all levels of maintenance activities will be sufficient to continue a NCU. For an example, LUBA stated "it seems highly unlikely that a maintenance action to fix a broken window in a large nonconforming industrial building would be sufficient to constitute a continuation of that nonconforming industrial use if that building was vacant and unused for industrial use during the year the window was replaced." *Id.* at 178 n 6. In *Crosley*, LUBA found "even if petitioner's claims to have taken steps to control pests, maintain riparian vegetation, plant trees and eliminate invasive species are accepted as true, we understand the county to have found that such activities are not sufficient to continue construction of the residence. We agree with the county." *Id.* at 177.

Here, Applicant actively pursued permits or performed repairs to the park septic system without ceasing those efforts for a period greater than one year during the temporary suspension. Soon after the County issued the temporary suspension on February 22, 2017, Applicant sought to obtain a construction permit from DEQ, prepared engineering plans, and performed repairs to the park septic system to meet public health and safety standards. In order for DEQ to issue a construction permit allowing Applicant to perform the septic system repairs, Applicant was required to obtain a LUCS from the County with a finding that proposed septic system repairs were consistent with the CCZO. On June 13, 2017, LDS issued LUCS 17-44 with such a finding. On June 22, 2017, Appellant filed an appeal of LUCS 17-44 with the County. As a result of the appeal, Applicant was prohibited from implementing septic repairs because DEQ could not issue a final construction permit to perform the repairs until the LUCS 17-44 appeal was resolved in Applicant's favor. In September 2017, Applicant requested DEQ provide an extension to complete the corrective action by August 31, 2018 because DEQ had not issued a final construction permit that would allow Applicant to implement on-site septic system repairs, and much of the proposed construction required excavation in areas known to be wet during winter months and it was ill advised to initiate construction work during that time. On October 23, 2017, soon after the Board tentatively approved LUCS 17-44, DEQ issued Applicant a final construction permit to complete septic system repairs. On July 18, 2018, Applicant's consultant submitted an engineering report to DEQ concluding that the septic repairs were completed, inspected, and certified. On July 23, 2018, DEQ issued a letter that corrective actions and septic system repairs had been completed. On August 13, 2018, the County lifted the temporary suspension upon receiving notice from DEQ that the park's septic system was repaired sufficient to meet DEQ's on-site wastewater public health and safety standards. The Board concludes that Applicant performed sufficient efforts to complete the repairs without ceasing those efforts for a period greater than one year during the temporary suspension.

The Board rejects Appellant's argument that the right to continue a NCU under ORS 215.130(5) and alter the use in order to comply with health and safety requirements "has no applicability here." The Board agrees with Applicant's argument that a one year time limit to complete repairs would be an unlawful condition contrary to CCZO 1506.2 and ORS 215.130(5). CCZO 1506.2 and ORS 215.130(5) allow for Normal Maintenance and Repairs of NCUs. ORS 215.130(5) prohibits the County from placing conditions on the continuation of NCUs when repairs are necessary to comply with state or local health and safety requirements. CCZO 1506.2 and ORS 215.130(5) allow for normal maintenance and repairs to maintain a NCU in good repair and comply with public health and safety standards. CCZO 1506.2 provides:

"Normal Maintenance and Repairs: Normal maintenance of a Non-Conforming Use is permitted, including structural alterations to the bearing walls, foundation, columns, beams, or girders, provided that: A. No change in the basic use of the building occurs that would make the use less conforming to the district."

ORS 215.130(5) provides:

"The lawful use of any building, structure or land at the time of the enactment or amendment of any zoning ordinance or regulation may be continued. Alteration of any such use may be permitted subject to subsection (9) of this section. Alteration of any such use shall be permitted when necessary to comply with any lawful requirement for alteration in the use. Except as provided in ORS 215.215 (Reestablishment of nonfarm use), a county shall not place conditions upon the continuation or alteration of a use described under this subsection when necessary to comply with state or local health or safety requirements, or to maintain in good repair the existing structures associated with the use. A change of ownership or occupancy shall be permitted."

The Board finds that pursuing public health and safety permits and performing associated repairs is considered normal maintenance and repairs, which are necessary to maintain the NCU in good repair. The Board finds that the temporary suspension was issued because DEQ required the septic system to be repaired to meet health and safety standards. The septic system repairs completed during the time of the temporary suspension were necessary to comply with DEQ public health and safety standards and maintain the existing spaces in good repair. ORS 215.130(5) therefore prohibits the County from applying CCZO 1506.4 to the park during the temporary suspension.

The Board previously found in its Order No. 80-2017 that ORS 215.130(5) prohibits placement of conditions on continuation of NCUs for maintaining the septic system in good repair, and concluded that the Appellant's demand that the County must limit the time period for completion of the septic repairs and upgrades to one year following February 22, 2017 is

effectively a condition on the repairs required for health and safety, which the County lacks authority to place on the LUCS, septic system permits, or the existing NCU approvals. The Board notes that finding was not appealed and remains in effect for this property, and concludes that the Appellant's arguments to the contrary are a collateral attack on that prior land use decision.

The Board rejects Appellant's argument that the one-year time period for a discontinuance applies during the time period of active permit applications and appeals because such an application would lead to an unintended and absurd result of allowing a project opponent to force the discontinuance of a NCU by simply appealing a permit until the one-year time period expired. The Board finds the effect would be that an owner of a NCU would be discouraged from applying for permits for repairs or other routine work and that public policy should encourage the owners of NCUs to obtain permits when necessary to comply with health and safety standards.

Based on the foregoing facts, the Board's interpretations and analysis, the Board finds that the park's NCU was not partial discontinued because Applicant performed substantial efforts to complete the repairs without ceasing those efforts for a period greater than one year during the temporary suspension period. Therefore, Applicant retains its NCU right for the 13 spaces required to be vacant during the temporary suspension.

iv. The Building and Electrical Permits Do Not Unlawfully Expand the NCU at the Park.

The Board considered the Appellant's argument that replacement of an RV with a single wide mobile home, or replacement of a single wide mobile home with a double wide, is an unlawful expansion of the NCU park use. For the reasons stated below, the Board rejects the Appellant's argument that the Building and Electrical Permits allow for an unlawful expansion of the NCU at the park.

The size of an individual mobile home or RV allowed in a space is determined by the boundaries established in an approved site/plot plan. The Board interprets the expansion of NCU provisions in CCZO 1506.5 and 1506.9 to not apply where an existing mobile home or RV is replaced with a larger model when it fits within an approved space, because the scope of a NCU at a mobile home park use is measured by the total land area and number of spaces. CCZO 1506.5 provides:

A Non-Conforming building or use may be rebuilt, moved, or changed in use to a use of the same restrictive classification or expanded, subject to the provisions outlined herein, if upon review in accordance with Section 1601 the Director finds all the following to exist:

- A. That such modifications are necessary because of practical difficulties or public need;

- B. That such modifications are not greater than are necessary to overcome the practical difficulties or meet the public need;
- C. That such modifications will not significantly interfere with the use and enjoyment of other land in the vicinity, nor detract from the property value thereof; and
- D. That such modifications will not endanger the public health, safety, and general welfare.

CCZO 1506.9 provides:

A Non-Conforming Use may be expanded one time only. This expansion shall not exceed 40% of the square footage on the ground level of the existing structure, pursuant to Section 1506.5.

Here, the Board finds that the lawfully established NCU is the park in its entirety, which consists of 46 spaces. Here, the site/plot plan for the park does not limit the type of mobile home to a single or double wide. The size of the proposed mobile home and RV fit within the approved boundaries of Space 10. This application does not propose an increase in spaces, nor does it propose an increase in land area. Therefore, the Board finds that approval of the permits does not authorize an unlawful expansion of the NCU at the park because the proposed mobile home placement and RV electrical improvements do not increase the approved size or location of Space 10.

v. ORS 446 and Oregon Uniform Fire Code Do Not Apply to this Decision.

The Board rejects Appellant's arguments that the County must apply ORS 446 and Oregon Uniform Fire Code to the Building Permit and Electrical Permit applications as part of a land use process because the statute and code are not land use regulations.

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2. Based on the foregoing and the whole record in this matter, the Board APPROVES Building Permit No. 192-19-000377-MD to allow for the replacement of a manufactured home and Residential Electrical Permit No. 192-19-000602-ELEC to allow the replacement of a service meter, installation of a grounding system and installation of a 50 amp RV outlet in Space 10 of the park.

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

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

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

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

Approved as to form

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

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

**COLUMBIA COUNTY LAND DEVELOPMENT SERVICES  
BOARD OF COUNTY COMMISSIONERS  
STAFF REPORT**

July 15, 2019

**FILE NUMBER:** a). Appeal of Building Permit No. 192-19-000377-MD  
b). Appeal of Electrical Permit No. 192-19-000602-ELEC

**PROPERTY OWNER(S):** Deer Pointe Meadows, LLC – Dale Strom  
13825 Weir Road  
Beaverton, OR 97008

**PROPERTY LOCATION:** 25231 Alderbark Road, Rainier, Oregon  
(Deer Pointe Meadows Mobile Home Park is located approximately four miles west of the City of Rainier, south and east of Price Road).

**TAX ACCT. NUMBER:** 7315-020-01900 and 7315-020-1902

**ZONE:** (RR-5) Rural Residential – 5

**SIZE:** Tax Lot 1900 ~ 10.39 acres  
Tax Lot 1902 ~ 5.88 acres (Previously known as Tax Lot 2400)  
Total = 16.27 acres

**REQUEST:** Appeal of the administrative decisions by the Land Development Services Director for the issuance of an electrical permit and a building permit for the siting of a manufactured dwelling in space 10 of the Deer Pointe Meadows Mobile Home Park.

<b><u>REVIEW CRITERIA:</u></b>	<b><u>Page</u></b>
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**BACKGROUND / HISTORY:**

The Deer Pointe Meadows Mobile Home Park is located at 25231 Alderbark Road, approximately four miles west of the City of Rainier. Currently, the park consists of 46 mobile home / RV spaces and a laundry room located on tax lot 1900. The wastewater treatment facility, regulated under Water Pollution Control Facility (WPCF) permit # 101436 is located on a portion of tax lot 1900 and on tax lot

1902. Tax lot 2501 is an adjacent property owned by Deer Pointe Meadows, LLC (Dale Strom) but it is not part of the Mobile Home Park and is not part of this review.

This mobile home park has had a long history of septic system issues and repairs going back to 1975; see Attachment 1, Timeline of Events. For the sake of brevity, every septic system repair permit will not be discussed in this report. However, it is appropriate to point out that the appellant, neighbor Don Campbell, has previously appealed a septic system repair permit to the Oregon Land Use Board of Appeals (LUBA). LUBA affirmed the County's decision to issue a septic repair permit for Deer Pointe Meadows Mobile Home Park and that the repairs were consistent with the zoning ordinance and were approved alterations to a nonconforming use (LUBA Final Opinion and Order No. 2012-060).

Deer Pointe Meadows (DPM) Mobile Home Park has existed on the subject property since 1965, pre-dating the rural residential zoning (RR-5). The zoning came into effect on August 1, 1984 with the adoption of the Columbia County Zoning Ordinance (Ord. 84-4) that enacted zoning on all properties in the County.

The owner of the mobile home park applied for a verification of non-conforming use and expansion of non-conforming use on April 26, 1994, reference planning file number NCU 3-94. On February 21, 1996, the Board of County Commissioners adopted Board Order 38-96 where they determined the mobile home park was a legal non-conforming use and that there were 33 lawfully established mobile home / RV spaces in the park and allowed an expansion to 46 spaces. (Reference Attachment 1, Timeline of Events).

A non-conforming use is defined by Section 100.72 of the Columbia County Zoning Ordinance as

*A use or structure lawfully existing at the time this Ordinance became effective and which does not conform with the use regulations of the district in which it is located.*

In this case, the non-conforming use is the existence and operation of a Mobile Home Park business in the Rural Residential (RR-5) zone, since Mobile Home Parks are not listed as an allowed use in the RR-5 zone, Section 600 of the Columbia County Zoning Ordinance (CCZO).

On February 14, 2000, the County Planning Commission approved a site design review (File DR 00-16) and a setback variance (File V 00-04) application to allow the re-configuration of the park consistent with the expansion approval given in Board Order 38-96. The expansion was constructed in conformance with the conditions of approval and completed in September of 2001.

On November 10, 2016, DEQ sent a letter to the park owner informing him that a corrective action plan would be needed to address an unlawful discharge from the Park's septic system. It is important to note, the mobile home park business was fully operating at this time.

On January 25, 2017, the park owner hires a septic system design consultant and meets with DEQ to discuss how to fix the septic system. DEQ follows up with a "warning letter with opportunity to correct" on January 30, 2017. In order to halt any additional flow in the septic system and in cooperation with DEQ, Columbia County issues a letter for "Temporary suspension of mobile home/recreational vehicle placements, replacements or new occupancy in the Mobile Home Park" dated February 22, 2017. The majority of the spaces within the park were occupied at the time the temporary suspension was issued and remained so throughout the duration of the repair process.

On June 13, 2017, Columbia County Planning issued a Land Use Compatibility Statement (File LUCS 17-44) which finds that septic system repairs for the mobile home park are consistent with the Columbia County Zoning Ordinance. Neighbor Don Campbell files an appeal of LUCS 17-44. As a result of the appeal, DEQ



could not issue a septic system construction permit because the land use authority for the septic system repair was being challenged. It should be noted that the park owner was working in good faith with the County and DEQ to fix the Park's septic system, but was being prohibited from beginning construction because he could not obtain the septic repair permit from DEQ due to the appeal from neighbor Don Campbell.

August 23, 2017, the Board of County Commissioners held a public hearing on the appeal of LUCS 17-44 and continues the deliberations to October 11, 2017, where they uphold the Planning Department's decision to approve the LUCS 17-44 and thus confirming the finding that septic system repairs for the mobile home park are consistent with the Columbia County Zoning Ordinance (1506.2). The Board of Commissioners decision became final on November 8, 2017 after the appeal period closed with no further appeal. (Reference Board Order 80-2017 re: LUCS 17-44).

On July 23, 2018, DEQ issues a letter that corrective actions to repair the Park's septic system had been completed. It should be noted that not only had the park been occupied during the repair process, the septic system repair was designed and installed to accommodate 46 dwelling units consistent with the 46 allowed spaces in the park approved by Board Order 38-96. Columbia County Planning responds to the DEQ letter that the septic system was complete, functioning and no longer a public health hazard by sending an email on August 13, 2018, lifting the previous temporary suspension letter that had been issued.

Neighbor, Don Campbell filed an appeal to LUBA within 21 days of August 13<sup>th</sup> claiming the County failed to enforce the zoning ordinance that prohibits the continuance of a use that has been fully or partially discontinued for over one year. On January 17, 2019, LUBA issued a final opinion transferring the case to Circuit Court. In the final opinion LUBA held that the challenged decision was not a land use decision because the decision was based on DEQ regulation OAR 340-071-0130(9) and the County was not required to apply NCU standards under CCZO 1506.4 to the decision. LUBA found that absent a "development application, code enforcement proceeding", or other proceeding under the CCZO or the Columbia County Enforcement Ordinance (CCEO), the County was not required to determine whether there had been a discontinuance of a NCU when lifting the temporary suspension. LUBA No. 2018-107, 10 (2019).

On March 25, 2019, park owner, Dale Strom applies for building permit number 192-19-000377-MD for the siting of a manufactured dwelling in space 10 of the Deer Point Meadows Mobile Home Park. As part of the building permit intake and review process, County Planning staff identified the location of the park and the space within the park and determined it was one of the 46 spaces authorized by the Board of Commissioners in Board Order 38-96. Finding that space 10 was an authorized space, the next step in the intake process was to check the setbacks and determine if the Park's septic system was ready for connection. County Planning Staff found a DEQ notice that the corrective actions were completed and the system was operational. Noting the temporary suspension had been removed by the Land Development Services Director in August of 2018, and that the Park had been operational throughout the repair process and the legal non-conforming status had been maintained, there were no other barriers to placing a manufactured dwelling in space 10. County Planning Staff then issued the building permit to site a manufacture home in space 10.

Building permit number 192-19-000377-MD for siting of a manufactured dwelling in space 10 of the DPM Mobile Home Park was appealed by neighbor, Don Campbell, on April 1, 2019. The appeal claims that the building permit is a land use decision and that space 10 has been vacant for greater than 12 months and therefore has lost its non-conforming right to continue to exist as a usable space within the DPM Mobile Home Park.

Residential electrical permit number 192-19-000602-ELEC was issued on May 4, 2019. This was an online permit through the State of Oregon Building Codes Division ePermit Program that allows licensed electricians to print out their own electrical permit for smaller jobs. In this case, Dale Strom, owner of the DPM Mobile Home Park, hired Wired Up Electric LLC to replace the existing service meter with a new one, install a new grounding system, and install a 50 amp RV outlet in Space 10. County Planning staff does not review requests for electric permits.

On May 15, 2019, the County mailed the electrical permit notice to Mr. Campbell and others entitled to notice. On May 22, 2019, Columbia County received a timely appeal of the electrical permit from neighbor, Don Campbell. The electrical permit appeal alleges the County should not have proceeded with issuing an electrical permit without holding a land use hearing to discuss the nonconforming use status of space 10 within the DPM mobile home park.

Mr. Campbell argues that the NCU standards must be applied to any and all decisions made by the County concerning Deer Pointe Meadows Mobile Home Park and that notice of a permit application should have been sent to him prior to the County approving the permit.

County Planning staff disagree with both of these contentions. It is the opinion of County Planning staff, the challenged building and electrical permits are not land use decisions. However, these permits are being addressed through the County's land use process because Mr. Campbell raises a land use question; Mr. Strom desires to have this issues resolved once and for all; and this process will allow the Columbia County Board of Commissioners to address Mr. Campbell's land use issue question about DPM's NCU status. Mr. Campbell argues that NCU land use standards should be applied to any permit issued to the mobile home park for any of the 13 spaces that were vacant during the temporary suspension imposed while Mr. Strom worked to repair the park's septic system. County Planning staff do not consider the building permit to be a land use decision under ORS 197.015(10)(a) because staff based its decision on clear and objective standards. Staff do not consider the residential electrical permit to be a land use decision under 197.015(10)(a) nor a permit under ORS 215.416(11)(a)(A) because this type of permit is issued through an automated eFiling system that does not include land use criteria, such as NCU standards. Regarding the issue of notice, even if the permit was land use decision, ORS 215.416 (11)(a)(A) allows for a "permit" to be approved "without a hearing if the hearings officer or other designated person gives notice of the decision and provides an opportunity for any person who is adversely affected or aggrieved, or who is entitled to notice under paragraph (c) of this subsection, to file an appeal."

Both of the appeals in this matter have been combined into one staff report and one public hearing process. In the staff report, findings will be made addressing both appeals. Finding (a) will be for the building permit 192-19-000377-MD and Finding (b) will be for electrical permit 192-19-000602-ELEC. The matter has been scheduled to be heard at a public hearing before the Columbia County Board of Commissioners on July 24, 2019.

**REVIEW CRITERIA:**

**OREGON REVISED STATUTES:**

**ORS 197.015 Definitions**

**(10) "Land Use Decision"**

**(a) Includes:**

**(A) A final decision or determination made by a local government or special district that concerns the adoption, amendment or application of:**

- (i) The goals;**
- (ii) a comprehensive plan provision;**
- (iii) A land use regulation; or**
- (iv) A new land use regulation;**

**(B) A final decision or determination of a state agency other than the commission with respect to which the agency is required to apply the goals; or**

**(C) A decision of a county planning commission made under ORS 433.763;**

**Finding 1(a&b):** ORS 197.015(10)(a) defines a "land use decision" to include a final decision or determination made by a local government that "concerns" the application of a comprehensive plan provision or a land use regulation. For a local government decision to be a land use decision, the decision must have applied or should have applied one or more of the land use standards. *Lindsey v. City of Eugene*, 37 Or LUBA 695, 700. The Oregon Supreme Court explained that ORS 197.015(a)(A) "provides that the final decision of a local government is a "land use decision" if the decision "concerns" the application of the goals, a comprehensive plan provision, or a land use regulation." *Murphy Citizens Advisory Com. v. Josephine County*, 319 Or. 477, 482 (1994).

While local government decisions concerning land use regulations are typically considered to be a "land use decision," there are exceptions to this rule. ORS 197.015(10)(b)(A) and (B) provided exceptions to the statutory definition of a "land use decision" under ORS 197.015(10)(a). ORS 197.015(10)(b)(A) provides that a "land use decision" does not include a local government decision "that is made under land use standards that do not require interpretation or the exercise of policy or legal judgment." ORS 197.015(10)(b)(B) provides that a "land use decision" does not include a decision of a local government "that approves or denies a building permit issued under clear and objective land use standards."

The Court of Appeals has held that "issuance of a building permit does qualify as a land use decision if the standards governing the approval of a building permit do not unambiguously require the local government to reach that decision and if the decision would otherwise meet the definition of "land use decision" in ORS 197.015(10)." *Flight Shop, Inc. v. Leading Edge Aviation, Inc.*, 277 Or. App. 638, 650, 373 P.3d 177, 185 (2016) (citing *Hardtla v. City of Cannon Beach*, 183 Or. App. 219, 223–26 rev. den. (2002))." Whereas, the court held that a local government decision that "approves or denies a building permit issued under clear and objective land use standards" is not a land use decision under ORS 197.015(10). *Thomas v.*

Wasco Cty., 284 Or. App. 17, 35, 392 P.3d 741, 752 (2017), review denied, 362 Or. 666, 415 P.3d 579 (2018). The Court of Appeals has held that in determining whether a local government decision, that would otherwise meet the statutory definition of a land use decision, is exempt from the definition of a land use decision pursuant to ORS 197.015(10)(b)(A) and (B) the relevant inquiry is “whether [the applicable land use regulations] can plausibly be interpreted in more than one way. If so, they are ambiguous, and it would follow that the relevant city provisions are not ‘clear and objective,’ ORS 197.015(10)(b)(B), and that they cannot be applied without interpretation, ORS 197.015(10)(b)(A).” *Tirumali v. City of Portland*, 169 Or.App. 241, 246 (2000), rev. den.

The issuance of a building permit is a “ministerial” action if there is no exercise of discretion in approving the permit. ORS 215.402(4) defines a “permit” as a “discretionary approval of a proposed development of land under ORS 215.010 to 215.311, 215.317, 215.327 and 215.402 to 215.438 and 215.700 to 215.780 or county legislation or regulation adopted pursuant thereto.” LUBA has held that a building permit may constitute a statutory “permit” as defined by 215.402 where approval or denial of the permit requires a discretionary determination regarding whether the proposed use is allowed or not allowed under applicable land use regulations. *Frymark v. Tillamook County*, 45 Or LUBA 487, 492 (2003). ORS 215.416 (11)(a)(A) allows for a “permit” to be approved or denied “without a hearing if the hearings officer or other designated person gives notice of the decision and provides an opportunity for any person who is adversely affected or aggrieved, or who is entitled to notice under paragraph (c) of this subsection, to file an appeal.”

LUBA has held that where the only determinations that must be made for the approval of a building permit are whether the applicant has certifications concerning septic approval and electrical and plumbing permits, and those determinations do not involve application of the goals, comprehensive plan, or land use regulations, the approval of the building permit is not a land use decision subject to LUBA's jurisdiction. *Tuality Lands Coalition v. Washington County*, 22 Or LUBA 319, 326 (1991). The typical development process includes obtaining a land use approval including notice and opportunity for appeal, followed by ministerial decisions to issue septic, building, plumbing, and electrical permits.

## **OREGON REVISED STATUTES:**

### **ORS 197.015 Definitions**

#### **(10) “Land Use Decision”**

##### **(b) Does not include a decision of a local government:**

##### **(A) That is made under land use standards that do not require interpretation or the exercise of policy or legal judgment:**

**Finding 2(a&b):** No land use regulations were or should have been applied to the electrical permit 192-19-000602-ELEC and building permit number 192-19-000377-MD. There was no state planning goal, comprehensive plan provision, or specific land use regulation requiring interpretation or exercise of policy or legal judgment applied to this building permit review. The mobile home park had been approved by the Board of Commissioners (Order 38-96) to operate as a non-conforming use with 46 authorized spaces. Any policy interpretation or legal judgment was decided by the Board of Commissioners in the previous land use process that ultimately approved the mobile home park. (Reference *Willamette Oaks v. City of Eugene*, LUBA No. 2013-043). In this case, because there was a previously approved land use decision, the actual issuance of building and electrical permits are just ministerial actions. It is such a rudimentary

task that licensed electricians are allowed by state law to print out their own permit to repair an existing electrical service without even coming into the County Building Department office. It should also be noted that the approval of the subject electrical and building permits would not be considered a significant impact land use decision because the use has long been established on the property. (Reference Elliott v. Lane County LUBA No. 90-001).

**ORS 197.015 Definitions**

**(10) “Land Use Decision”**

**(b) Does not include a decision of a local government:**

**(B) That approves or denies a building permit issued under clear and objective land use standards:**

**Finding 3(a):** This statute clearly articulates that issuing a building permit is typically not a land use decision and in most cases is just a ministerial action. In rare instances, a building permit can be considered a land use decision. An example of this would be when a building permit is issued without a previous land use approval authorizing the development. In this example, the aggrieved party would have no other choice but to appeal the building permit because there was never an opportunity to appeal the land use decision. That is not the case with the issuance of the building and electrical permits that are being reviewed with this appeal. The County issued building permit number 192-19-000377-MD to site a manufactured home in DPM space 10 and the appellant claims it is a land use decision. Staff finds that issuance of the building permit was not a land use decision because it had already gone through a land use process (Board Order 38-96) and the issuance of the building permit was based upon clear and objective land use standards. The clear and objective standards in this case are:

- 1) has the mobile home park been approved as a non-conforming use in a previous land use process;*
- 2) is the space one of the authorized spaces in the land use decision;*
- 3) does the proposed manufactured dwelling meet the required setbacks; and*
- 4) is there an approved septic system that can accommodate the manufactured dwelling.*

If the answer to these questions is yes, then you can sign off the land use authorization for the building permit. In this case, the answer was yes to all of the above questions, so the County Planning Staff rightfully signed off on the land use authorization for the building permit.

**Finding 3(b):**

The electrical permit under review in this case is number 192-19-000602-ELEC, which was issued online through the State of Oregon ePermitting program. (Reference ORS 455.095 and OAR 918-050-0855). This permit allowed an existing electrical service at space 10 to be maintained and repaired. Specifically, this permit authorized the replacement of the existing service meter, the installation of a new grounding system, and the installation of a 50 amp RV outlet. The space 10 electrical service has been in place since the park was created in 1965 and was due for repair and maintenance. DPM was previously approved as

a nonconforming use through a Nonconforming Use Verification and Expansion land use process in File Number NCU 3-94 and Board Order 38-96 and again with the reconfiguration of the park in land use process file DR 00-16.

The State ePermitting system allows licensed electricians to print out their own permit without ever coming into the County office to talk with any staff. There is no land use review for issuance of an electrical permit to repair an existing electrical service. There was literally no discussion of any kind with County Planning Staff prior to the issuance of the electrical permit because no land use standards were required to be applied to the challenged electrical permit. That is quite normal for these types of electrical permit because once the land use approval to allow the use is established, notice is no longer required for each step of the actual building process or to repair existing components that have been previously approved. Using a house construction example, once you have the land use approval to build the house, you do not need to provide notice and a separate land use process for the grading permit, foundation permit, framing permit, plumbing permit, electrical permit and mechanical permit. Because land use regulations do not apply to the challenged electrical permit, no notice was required.

**ORS 197.015 Definitions**

**(10) "Land Use Decision"**

**(b) Does not include a decision of a local government:**

**(H) That a proposed state agency action subject to ORS 197.180(1) is compatible with the acknowledged comprehensive plan and land use regulations implementing the plan, if:**

**(i) The local government has already made a land use decision authorizing a use or activity that encompasses the proposed state agency action**

**Finding 4(a&b):** Similar to if the County was reviewing a State of Oregon permit, staff finds the County issuance of an electrical and a building permit to site a dwelling in space 10 of the DPM Mobile Home Park was not a land use decision and was compatible with the Comprehensive Plan and land use regulations implementing the plan because a land use decision authorizing the use had already been made. Specifically, Nonconforming Use File Number 3-94 was reviewed by the Columbia County Planning Commission and the Board of Commissioners and was approved with Board Order 38-96 which found the mobile home park to contain 33 lawfully established spaces and further authorized an expansion to 46 approved spaces. During this land use process notices were mailed, public hearings were held, findings and a decision were made by the Board of Commissioners, the notice of decision was mailed, there was an opportunity to appeal the decision, receiving no appeal, the Board Order is now final.

The fact that the DPM Mobile Home Park exists at all seems to be the primary issue for the appellant. Noting the litigious history between the appellant and park owners, it seems like a collateral attack on the nonconforming use status of the DPM Mobile Home Park is being cloaked behind appeals of septic repair permits and now appeals of building and electrical permits. The non-conforming use issue has already been decided by the Board of Commissioners and their decision is final and no longer up for debate, therefore the nonconforming use status of the mobile home park and its 46 spaces should no longer be considered and appellant's arguments on the issue should be dismissed. (Reference Flowers v. Klamath County, LUBA No. 88-112).

**ORS 215.130 Application of ordinances and comprehensive plan; alteration of nonconforming use.**

**(5) The lawful use of any building, structure or land at the time of the enactment or amendment of any zoning ordinance or regulation may be continued. Alteration of any such use may be permitted subject to subsection (9) of this section. Alteration of any such use shall be permitted when necessary to comply with any lawful requirement for alteration in the use. Except as provided in ORS 215.215, a county shall not place conditions upon the continuation or alteration of a use described under this subsection when necessary to comply with state or local health or safety requirements, or to maintain in good repair the existing structures associated with the use. A change of ownership or occupancy shall be permitted.**

**Finding 5(a&b):** The record shows the DPM Mobile Home Park was established in 1965. Zoning was first applied to the property on August 1, 1984 when the property was zoned Rural Residential (RR-5). The owner of the park applied for a non-conforming use verification and expansion permit (NCU 3-94) on April 26, 1994. The Board of County Commissioners approved Board Order 38-96 on February 21, 1996 finding there were 33 lawfully established spaces in the park and allowing a 40 percent expansion of the park to 46 permanent spaces. This section of the state statute specifically states:

*“The lawful use of any building, structure or land at the time of the enactment... of any zoning ordinance or regulation may be continued”.*

Staff finds that the DPM Mobile Home Park and space 10 did exist at the time of the enactment of the zoning ordinance and the park as well as space 10 are therefore allowed to continue to exist. This section of the state statute continues:

*“...a county shall not place conditions upon the continuation...of a use described under this subsection...”*

Staff finds that except for state or local health or safety reasons, a County is not allowed to place conditions on an approved non-conforming use. (Reference Attachment 1, Timeline of Events.) The history of this property shows the County did place a condition on the DPM Mobile Home Park for public health reasons. Specifically, due to a failing septic system, the property was placed on a temporary suspension, prohibiting any additional flow to be added to the existing septic system. Once the septic system was repaired, the temporary suspension was lifted. The appellant would like the County to continue to place conditions on the park by not allowing the use of space 10 to continue. Staff finds that not allowing the use of space 10 in the DPM Mobile Home Park would be a violation of this statute and does not support that outcome.

**ORS 215.130**

**(7)(a) Any use described in subsection (5) of this section may not be resumed after a period of interruption or abandonment unless the resumed use conforms with the requirements of zoning ordinances or regulations applicable at the time of the proposed resumption.**

**Finding 6(a&b):** Staff finds there was no interruption or abandonment of the use of the subject property as a mobile home park. Specifically, the business of operating a mobile home park never ceased and was never interrupted. Additionally, there was no partial interruption or partial abandonment of the use either. The County Board of Commissioners authorized this Mobile Home Park to contain 46 permanent spaces. Space 10 is one of the original 33 spaces of the park. While space 10 of the park may have been

vacant for a period of time while the owner of the park was investing in the business by upgrading the septic system, there was never any intention to abandon the use of space 10 within the park. The Mobile Home Park business never ceased and once the temporary suspension was lifted, the owner filed for a building permit to place a manufactured dwelling in space 10 of the park. Reference Finding 12 for additional findings determining there was no interruption or abandonment of the use.

**ORS 215.130**

**(9) As used in this section, “alteration” of a nonconforming use includes:**

**(a) A change in the use of no greater adverse impact to the neighborhood; and**

**(b) A change in the structure or physical improvements of no greater adverse impact to the neighborhood.**

**Finding 7(a&b):** This section of the statute addresses “alteration” of a nonconforming use. In this case the proposal to site a manufactured dwelling in space 10 of the DPM Mobile Home Park is not an alteration of the approved nonconforming use. Siting another manufactured home in space 10, where one has existed for many years, will cause no greater impact to the neighborhood and would not constitute a structural or physical change that would cause any adverse impacts to the neighborhood. Space 10 is a lawfully established space, within the lawfully established nonconforming use Mobile Home Park, which is allowed to continue to operate under Board Order 38-96 with 46 permanent spaces. Additionally, the repair of an existing electrical service, located in space 10 since 1965, clearly is not a change in the use and will not cause any adverse impacts to the neighborhood. If anything, it brings about positive impacts to the neighborhood now that there is a newer, safer electrical cabinet in space 10.

**ORS 446.095 Park construction and facilities. The owner or operator of a mobile home or manufactured dwelling park shall:**

**(1) Construct well-drained and hard-surfaced park streets at least 20 feet in width, unobstructed and open to traffic within the mobile home or manufactured dwelling park. If the owner or operator permits parking of motor vehicles on the park streets, the owner or operator shall construct the park street at least 30 feet in width.**

**Finding 8(a&b):** This statute regulates the interior roads of a mobile home park. Since the rule came into place on August 5, 1959 and the DPM Mobile Home Park was created in 1965, the park should have been constructed to this standard when it was first developed. Pursuant to ORS 446.005, the State of Oregon Department of Consumer and Business Services (DCBS) is the state department that is responsible for mobile home park plans review and construction. Furthermore, ORS 446.062 states that the DCBS is responsible for regulating parks and approval for new construction or additional lots and that no new mobile home park shall be constructed without approval by the department. Finally, ORS 446.072 indicates that DCBS is responsible for uniform enforcement of mobile home parks throughout the state. Finding no local permits for construction of a mobile home park and finding no mobile home park construction standards within local Columbia County codes, it is fair to reason that the State DCBS was responsible for the initial mobile home park design review and construction inspection. It is unclear why



the park was allowed to be built with roads that were less than 20 feet wide, but it should be noted that the park predates the establishment of the Columbia County Building and Planning Departments.

The next time that interior road standards would have been reviewed was when the park owner applied to reconfigure the park by submitting a Site Design Review application to Columbia County (permit number DR 00-16) approved on February 14, 2000. This application reconfigured the park to achieve the 46 spaces that were approved by Board Order 38-96. Review of DR 00-16 shows the 20 foot wide road standard was applied to the new road that was constructed with the expansion, but was not retro-actively applied to the existing roads in the park that were approved by the State of Oregon. It should also be noted that notice of the Site Design Review was mailed to the Clatskanie Rural Fire Protection District and that a referral and acknowledgement form signed by the Fire Chief was received into the record. The comments received back from the fire district stated "We have reviewed the enclosed application and have no objection to its approval as submitted." (Reference Attachments 8 & 9 ).

## **COLUMBIA COUNTY ZONING ORDINANCE**

### **SECTION 1506 NON-CONFORMING USES**

#### **.1 Continuation of Non-Conforming Uses or Structures:**

**Except as provided in this section, a Non-Conforming Use or structure may be continued, even though it is not in conformity with the use, height, area, and all other regulations for the district in which it is located.**

**Finding 9(a&b):** Staff finds the DPM mobile home park is a lawfully established non-conforming use that has been verified and approved by the Board of County Commissioners to contain 46 permanent spaces pursuant to Board Order 38-96. This section of the CCZO dictates that the use is allowed to continue even though it is not in conformance with other regulations. As has been stated throughout this report, the non-conforming use in this case is the entire mobile home park, not space 10 of the park. (Reference Finding 12).

### **SECTION 1506 NON-CONFORMING USES**

#### **.2 Normal Maintenance and Repairs: Normal maintenance of a Non-Conforming Use is permitted, including structural alterations to the bearing walls, foundation, columns, beams, or girders, provided that:**

**A. No change in the basic use of the building occurs that would make the use less conforming to the district.**

**Finding 10 (a&b):** In this case, the nonconforming use is the operation of a mobile home park business in the RR-5 zone. Repairing a septic system that serves the park is considered normal maintenance. Space 10 was vacant during the period the owner was making repairs to the septic system. There was no discontinuance of the use of the overall property as a mobile home park and the owner did not discontinue efforts to make the repairs for more than a year. Additionally, the septic repairs were necessary for health and safety and the County is not allowed to impose conditions pursuant to ORS 215.130(5). Once the repairs were complete, building permit 192-19-000377-MD was issued for the siting of a manufactured home in space 10 which is allowed under CCZO 1506.2.

To avoid a discontinuance of the NCU for restoration of a NCU damaged by fire, other casualty or natural disaster damage, the restoration must be “commenced” within a year of the damage and restoration efforts cannot be interrupted for more than a year. See *Jordan v. Columbia County*, 42 Or LUBA 341, 350 (2002). In *Jordan*, 42 Or LUBA at 349, LUBA stated that “[t]o the extent the challenged decision takes the position that ORS 215.130(7)(a) and CCZO 1506.4 do not require that replacement of the clubhouse must be completed within one year, we agree.” (The one year period mentioned in *Jordan* is based on the CCZO, not on ORS 215.130(7)(a) which does not establish a time period.) Staff would argue this principle in *Jordan* applies to maintenance and repairs efforts as well.

Electrical permit 192-19-000602-ELEC, was issued to repair an existing electrical service in space 10 of the DPM mobile home park and the park as a whole is a nonconforming use. The electrical repair does not change any basic use at all, as it is still a residential electrical service associated with space 10 of the park and the electrical service panel is mounted on a post, not on a building. In this case, the electrical repair is permitted outright and requires no land use process.

## SECTION 1506 NON-CONFORMING USES

- .4 Reinstatement of a Discontinued Use: A Non-Conforming Use may be resumed if the discontinuance is for a period less than 1 year. If the discontinuance is for a period greater than 1 year, the building or land shall thereafter be occupied and used only for a conforming use.**

**Finding 11(a&b):** Staff finds there was no discontinuance of the non-conforming use. The non-conforming use in this case is the business of operating a mobile home park in the Rural Residential (RR-5) zone, not space 10. Reference Findings 5, 12, and 14 in this report for additional commentary on this topic. The non-conforming use in this case is the mobile home park, defined in ORS 446.003(30) as a collection of greater than 4 mobile home spaces on one lot. The fact that space 10 was vacant for greater than 12 months does not mean the use was discontinued or abandoned in any way. The use of the land as a mobile home park never ceased. The majority of the spaces within the park were occupied and fully functional, the park owner was financially investing in the park infrastructure and the park owner was working in good faith with the County and DEQ to fix the septic system to service 46 spaces while also preparing to site a dwelling in space 10. The park owner was prohibited from obtaining a septic system repair construction permit because the permit was appealed by the neighbor, Don Campbell. The same neighbor that is appealing the current building permit is the primary cause of the delay in obtaining a septic system repair permit. This neighbor is conducting a collateral attack on the number of spaces allowed in the non-conforming use mobile home park after the Board has already approved the park to operate with 46 spaces and collaterally attacking that decision now is impermissible.

As can be expected, courts will look at the nature of a business in determining the scope of a NCU. “The nature and extent of the prior use determines the boundaries of permissible continued use after the passage of the zoning ordinance.” *Jordan v. Columbia County*, 42 Or LUBA 341, 350 (2002). *Polk County v. Martin*, 292 Or 69, 76, 636 P2d 952, 957 (1981), supports the argument that spaces can be vacant without losing their nonconforming use status...” In determining whether a NCU has been established or discontinued, it is important to consider the nature and extent of the established NCU. In *Polk County v. Martin*, 292 Or 69, 76, 636 P2d 952, 957 (1981), the Oregon Supreme Court found that “a sporadic and intermittent use may give rise to a permitted nonconforming use, with the extent of the permitted nonconforming use limited to the sporadic and intermittent use that existed prior to the enactment of the zoning ordinance.” In *Martin*, the court held that a quarry was not abandoned due to inactivity over

12 months because the nature of the business includes long stretches of time where there is no actual blasting or crushing occurring on the property. In *Warner v. Clackamas County*, 111 Or App 11, 14, 824 P.2d 423, 424 (1992), the Court of Appeals explained that *Martin* stood for the principle that the primary versus incidental nature of a use is a factor for determining the scope of a NCU, not as a factor in determining the existence of a NCU. In *Warner*, the court rejected the county's interpretation of *Martin* as standing for the principle that "a nonconforming use may be established even if the use is infrequent and does not require a substantial investment, if it is the sole, or at least a primary, use of the property." *Warner*, 111 Or App at 14, 824 P.2d 424-425. Under *Martin* and *Warner*, factors such as intermittency and infrequency of uses are relevant in determining the scope of a NCU use.

#### **RESPONSE TO APPELLANT'S LEGAL QUESTIONS:**

- 1. Because space 10 has been vacant for greater than 1 year, has it lost its non-conforming use status and the right to continue to exist as a usable space within the DPM Mobile Home Park?**

**Finding 12(a&b):** It is the opinion of County Planning staff, the 12 month non-conforming use rule does not apply to the vacancy of space 10 for several reasons. Staff believe there was no partial abandonment or discontinuance of the established non-conforming use. As discussed in detail below, the owner of the mobile home park clearly had no intent to abandon or discontinue any portion of the business. Even if the 12 month non-conforming use rule is applicable, there was no discontinuance of the NCU at the park because the owner made significant efforts to continue the use and never discontinued such efforts for a period greater than one year. The owner was proceeding in good faith with the county and DEQ to fix the septic system prior to filling the vacancy of space 10. Furthermore, Mr. Campbell's appeal of the DEQ Land Use Compatibility Statement (LUCS 17-44) delayed the owner from obtaining a septic repair construction permit during the summer season when repairs could be made, thus extending the septic repair process into the summer months of the next year. It should be noted that the decision to issue a septic repair permit for a 46 space mobile home park was affirmed and the septic system was installed according to the approved DEQ plans. Additionally, the owner of the park expended considerable financial resources to design and construct a septic system that was designed and constructed to accommodate a 46 space mobile home park.

With regards to the applicability of the 12 month non-conforming use rule, staff finds it does not apply to space 10 of DPM Mobile Home Park. A mobile home park is not listed as an allowed use in the Rural Residential (RR-5) zone, sec. 600 CCZO. A single family dwelling (including a manufactured dwelling) is listed as a permitted use, sec. 602.1 CCZO. Specifically, the non-conforming use in this case is the business of operating a "mobile home park", not the residential use of the land. It is not the placement of a manufactured home in a Rural Residential zone that is nonconforming, it is the operation of a mobile home park business with a housing density that exceeds the Rural Residential zone standards, that is the non-conforming use.

When reviewing a nonconforming use mobile home park, besides determining how many spaces are lawfully established at the time zoning was applied, the relationship of each space to each other and the carrying capacity of the land (Septic System) must be considered with the operation of the nonconforming use. Narrowly focusing on only one space does not give an accurate picture of the overall operation and function of the mobile home park. For this reason it is appropriate to view the mobile home park in its entirety, when considering the park and its nonconforming use status. Pursuant to ORS 446.003(30) it is

the collection of four or more mobile homes on one lot that make it a mobile home park, thus more than one space must be reviewed in order to review the nonconforming use status of a mobile home park.

The previously approved Board Order 38-96 verified the existing nonconforming use mobile home park contained 33 lawfully established spaces and authorized it to expand to 46 spaces. Space 10 is one of the authorized spaces allowed in Board Order 38-96 and that land use decision is final and is not subject to an after the fact collateral attack attempting to reduce the number of spaces within the park.

Staff sees the mobile home park business in its entirety as the non-conforming use. Clearly the mobile home park was operational with many people still occupying homes and RV's in the park when DEQ issued the letter requiring a corrective action plan, as well as throughout the appeal and repair processes, and continues to be occupied to date. Water, sewer, lights, garbage service, landscaping, and rent collection was still happening in the park. There has been no abandonment of any kind, intentional or otherwise. In fact the park owner showed continued financial commitment by heavily investing in the park infrastructure by significantly repairing the septic system under a Water Pollution Control Facility (WPCF) Permit with DEQ. For example, if you owned a 46 unit apartment building and it took greater than 12 months to remodel a single unit, you would not say the owner of the building has abandoned or partially abandoned any of the use of the building or a dwelling unit within it. It is the same in this situation, where the owner was financially investing in the business of operating a "mobile home park" by repairing and upgrading the septic system, as part of maintaining the long term viability of a 46 space mobile home park.

Dale Strom, owner of the Deer Pointe Meadows Mobile Home Park, did his due diligence upon purchasing the park. Specifically, he found the County Board of Commissioners decision in Board Order 38-96 that authorized the park to have 46 lawfully established spaces. The owner relied upon on this fact when he made the decision to purchase a 46 space mobile home park business in December of 2012. Per Board Order 38-96, the Board of Commissioners found there were 33 lawfully established spaces at the time zoning was applied to the property and allowed a one-time expansion for the park to permanently contain 46 spaces. At that point, the owner of the park has a protected right / vested right to continue the nonconforming use mobile home park at 46 spaces. It is important for citizens to be able to rely on land use decisions in the State of Oregon. If these types of decisions cannot be counted on by investors it will make Oregon a risky place to conduct business and will ultimately damage the economy. In this case, because space 10 of the park was vacant for greater than 12 months does not constitute and abandonment of the use or interruption of the business, since the property was continuously used as a fully functional and operating mobile home park. In fact the majority of the spaces in the park were occupied while the owner was fixing the septic system and attempting to obtain a building permit for space 10. Clearly the business of running a mobile home park was never abandoned or interrupted as the majority of the spaces in the park were occupied.

In determining whether a NCU has been established or discontinued, it is important to consider the nature and extent of the established NCU. In *Polk County v. Martin*, 292 Or 69, 76, 636 P.2d 952, 957 (1981), the Oregon Supreme Court found that "a sporadic and intermittent use may give rise to a permitted nonconforming use, with the extent of the permitted nonconforming use limited to the sporadic and intermittent use that existed prior to the enactment of the zoning ordinance." In *Warner v. Clackamas County*, 111 Or App 11, 14, 824 P.2d 423, 424 (1992), the Court of Appeals explained that *Martin* stood for the principle that the primary versus incidental nature of a use is a factor for determining the scope of a NCU, not as a factor in determining the existence of a NCU. In *Warner*, the court rejected the county's interpretation of *Martin* as standing for the principle that "a nonconforming use may be established even if the use is infrequent and does not require a substantial investment, if it is the sole, or at least a primary,

use of the property.” *Warner*, 111 Or App at 14, 824 P.2d 424-425. Under *Martin* and *Warner*, factors such as intermittency and infrequency of uses are relevant in determining the scope of a NCU use.

Similar to the quarry business in *Martin*, the sporadic and intermittent use of spaces within a mobile home park is part of the nature of this type of business and maintaining the business in such to that extent does not constitute a discontinuance of a NCU. The idea that mobile home spaces are never vacant within a park for longer than 12 months does not accurately reflect the nature of this type of business. Mobile homes and RV’s are frequently moved in and out of mobile home parks. Once a space becomes vacant, the owner typically begins to look for a new renter via advertising, online and/or with signage. Just because a space is vacant does not mean the space is not available. Similar to someone who owns a strip mall, and has one storefront that is available to rent, does not mean the owner has forever abandoned the use of that storefront. Quite the contrary, the owner is actively working to attract a new client to the business. The same goes for a mobile home park where the business is renting out spaces for people to place their mobile homes and RV’s. A vacant space in a mobile home park does not constitute discontinuance of the business. It is very common for spaces to sit vacant awaiting new renters.

Lastly, County Planning Staff needs to continue to view mobile home parks in their entirety, rather than being required to track individual spaces within each park. It would not be an efficient way to review a mobile home park by requiring individual non-conforming use applications for each space. If this were the case, the County would have had to process 46 separate non-conforming use applications for one mobile home Park. This is not a practical way to look at a mobile home park and will not give an accurate portrayal of how the park operates.

Finally, mobile home parks are an important source of low income housing for the County. By taking the position that individual non-conforming use reviews are required for each space, it will add additional land use fees and timing requirements for any mobile home that is being placed inside a park. This outcome will become a significant barrier for many low income citizens attempting to obtain affordable housing in a timely manner. The County would be wise to avoid this scenario. By contrast, the issuance of building and electrical permits for space 10 of the DPM mobile home park is consistent with the Columbia County Comprehensive Plan, Housing Goal, Policy 4:

*“Encourage development which will provide a range of choices in housing type, densities, price and rent ranges throughout the County.”*

**2. Does replacing a single-wide mobile home with a double-wide mobile home constitute an unlawful expansion of a nonconforming use?**

**Finding 13(a&b):** County staff asserts the position that replacing a mobile home with another mobile home is not an expansion of a nonconforming use. As was stated previously, the nonconforming use in this case is the business of operating a mobile home park in a Rural Residential (RR-5) zone, not the placement of a dwelling. If a mobile home can be placed within the approved space and continue to meet the required setbacks, then it can be allowed, regardless of the size of the mobile home. There is no change in the configuration of the park, the number of spaces in the park or the size of the approved space itself and therefore does not alter the nonconforming use in anyway.

If the concern is regarding the amount of septic waste (effluent) produced by the larger mobile home it should be noted that a larger home does not necessarily mean there will be more people living in the home generating additional effluent. Even if additional people do live in the larger mobile home, it does not change the sizing of the septic system associated with the mobile home park because the size of the

septic system is designated by the number of spaces in the mobile home park, not the size of each dwelling in each space of the mobile home park. DEQ uses a projected sewage flow rate for each space in the park to determine the size of the septic system and therefore, does not design the system based on the actual flow rate of each dwelling in the park. It should be noted that the design flow rate is typically two times larger than the actual flow rate. The minimum daily sewage flow established for mobile home parks is set per space and is not dictated by the size of the dwelling. Each space has a minimum design flow of 250 gallons per day, per space, although additional consideration can be taken into account to ensure adequate capacity for treatment capability based on soil and site characteristics.

In this case, the existing septic system as it is today, has been approved by DEQ under a WPCF permit and has been designed to accommodate a 46 space mobile home park. Further argument on the septic system design should not be allowed as this would be another collateral attack on a settled matter. Specifically, the septic system issue has been appealed twice already, once to LUBA (Reference LUBA No 2012-060 Campbell v. Columbia County) where the County was affirmed and a second time to the Board of Commissioners where the County Planning Department was affirmed again. (Reference Columbia County Final Order 80-2017 on the appeal of LUCS 17-44).

**3. Did the septic system repair and temporary suspension impact the vacancy of space 10 for greater than 12 months and how should that be considered?**

**Finding 14(a&b):** As was stated in Findings 11 and 12, it is the position of the County that the 12 month timeline does not apply to an individual space within a mobile home park that has been approved through a nonconforming use land use process to contain a certain number of approved spaces (Board Order 38-96). However, assuming that the 12 month rule does apply, in this case staff finds the owner of the DPM Mobile Home Park addressed the septic system failure in a timely manner with the County and DEQ and would have been able to complete the repairs within the required 12 month timeline except for the fact that the septic system construction permit was delayed due to an appeal.

It should be noted that neighbor Don Campbell appealed the LUCS for the septic system repair permit, which made it impossible for the owner to obtain a septic repair construction permit until the appeal process was complete. Once the owner was able to obtain a septic repair construction permit (October 23, 2017) the rainy season had begun. DEQ acknowledged the wet season by authorizing an extension in order to conduct the repairs the next summer, once the ground had dried out. Thus, the reason space 10 was vacant for more than 12 months was because the neighbor, Don Campbell held up the septic repair permit on appeal and that same neighbor is now arguing that because the site was vacant it has lost its protected non-conforming use status. There is something inherently unfair about the notion that one person could delay another person past the 12 month deadline and then claim the other person has abandoned the use. This delay in timing was completely out of the control of the park owner who was very responsive to DEQ and County staff and was clearly working in good faith to fix the septic system in order to place a manufactured dwelling on space 10 of DPM Mobile Home Park.

County staff does not believe the 12 month discontinuance applies to an individual space, but if it is found to apply, it certainly seems that any of the time the property was on temporary suspension waiting for the septic system should not be counted toward the 12 months. During this time the property owner was ready, willing, and able to fix the septic system and place a mobile home in space 10, but was prohibited from doing so by the County and DEQ. Additionally, throughout the process of permitting and constructing the repairs the property owner was in contact with both DEQ and the County regarding the status of the repairs. In this case, the property was on temporary suspension for 17 months (Feb. 22,

2017 – Aug. 13, 2018) and if it is found that the 12 month rule does apply to an individual space, the time spent fixing the septic system should not be counted in that calculation.

**4. How does ORS 446.095(1), which requires a 20 foot wide all weather road surface, inside mobile home parks, apply to the DPM Mobile Home Park and when should that standard be applied?**

**Finding 15(a&b):** This statute regulates the interior roads of a mobile home park. Since the rule came into place on August 5, 1959 and the DPM Mobile Home Park was created in 1965, the park should have been constructed to this standard when it was first developed. Pursuant to ORS 446.005, the State of Oregon Department of Consumer and Business Services (DCBS) is the state department that is responsible for mobile home park plans review and construction. Furthermore, ORS 446.062 states that the DCBS is responsible for regulating parks and approval for new construction or additional lots and that no new mobile home park shall be constructed without approval by the department. Finally, ORS 446.072 indicates that DCBS is responsible for uniform enforcement of mobile home parks throughout the state. Finding no local permits for construction of a mobile home park and finding no mobile home park construction standards within local Columbia County codes, it is fair to reason that the State DCBS was responsible for the initial mobile home park design review and construction inspection. It is unclear why the park was allowed to be built with roads that were less than 20 feet wide, but it should be noted that the park predates the establishment of the Columbia County Building and Planning Departments.

The next time that interior road standards would have been reviewed was when the park owner applied to reconfigure the park by submitting a Site Design Review application to Columbia County (permit number DR 00-16) approved on February 14, 2000. This application reconfigured the park to achieve the 46 spaces that were approved by Board Order 38-96. Review of DR 00-16 shows the 20 foot wide road standard was applied to the new road that was constructed with the expansion, but was not retro-actively applied to the existing roads in the park that were approved by the State of Oregon. It should also be noted that notice of the Site Design Review was mailed to the Clatskanie Rural Fire Protection District and that a referral and acknowledgement form signed by the Fire Chief was received into the record. The comments received back from the fire district stated “We have reviewed the enclosed application and have no objection to its approval as submitted.” (Reference Attachments 8 and 9).

**5. Should Columbia County Land Development Services be required to enforce Uniform Fire Codes?**

**Finding 16(a&b):** Columbia County Land Development Services is not the responsible agency for enforcing the Uniform Fire Code (UFC). The State Fire Marshall and local fire districts have the responsibility for enforcing fire codes. That said, Columbia County has a cooperative relationship with the local fire districts and can add conditions of approval to land use decisions based on comments received from the fire district. However, as stated in Finding 4, no comments were received from the fire district during the site design review process (DR 00-16) indicating that additional conditions should be added to address UFC standards. (Reference Attachments 8 and 9).

## **SUMMARY:**

The DPM Mobile Home Park was created in 1965. Zoning was applied to the property in 1984. With review of Planning File (NCU 3-94), the Board of County Commissioners verified the nonconforming use mobile home park, determined it contained 33 lawfully established spaces and allowed a one-time expansion of the park to 46 permanent spaces and adopted by Board Order 38-96. In order to reconfigure the park to achieve the expansion approved by the Board, the park owner followed up with a second land use process that included a Site Design Review (DR 00-16) and Variance (V00-04) application that was approved by the Columbia County Planning Commission. Notice and opportunity to appeal were provided in both land use processes

In January of 2017, DEQ sends a “Warning Letter with Opportunity to Correct” to the park owner regarding a failing septic system. In cooperation with DEQ, Columbia County issues a temporary suspension letter to the park owner, prohibiting any additional flow into the septic system. The park owner immediately hires a septic design consultant and engages with the County and DEQ to fix the septic system. Neighbor, Don Campbell, appeals the LUCS (17-44) for the septic repair permit. The Board of Commissioners affirms the decision to issue a septic repair permit in November of 2017 (Final Order 80-2017) and this decision is not further appealed and becomes final. At that point in the year (November) the ground is too wet for any major repair work and DEQ issues an extension to complete the repairs the next summer once the ground has dried out. The park owner completes the repairs and DEQ issues a letter that corrective actions have been completed in July of 2018. The County follows DEQ on this issue and sends a letter lifting the temporary suspension and allowing new connections to the repaired septic system in August of 2018.

Neighbor, Don Campbell files a timely appeal to LUBA claiming the County failed to enforce the zoning Ordinance that “prohibits the continuance of a use that has been fully or partially discontinued for over one year.” On January 17, 2019, LUBA issues a final opinion and order (LUBA No. 2018-107) transferring the case to Circuit Court.

On March 25, 2019 Columbia County issues a building permit (192-19-000377-MD) to site a mobile home in space 10 of the DPM mobile home park. Neighbor, Don Campbell files an appeal of the building permit claiming it is a land use decision and that the park owner has lost his protected non-conforming right to use space 10 of the mobile home park because it has been vacant for over 12 months.

On May 4, 2019, the park owner hires Wired Up Electric to upgrade the electrical service of Space 10 in the DPM mobile home park. The licensed electrician pulls an online electrical permit to repair an existing electrical service. (Reference permit number 192-19-000602-ELEC, Attachment 4) The description of work on the electrical permit states “Replaced service meter with new, Installed new grounding system, Installed 50 amp RV outlet.” Once the electrical service was repaired, the park owner moved a park model RV, 1996 Plate Number N635332, on to space 10. It should be noted for the record that a park model RV does not require a building permit for placement in a park. Legal counsel for the appellant contacted County Counsel and it was agreed that Columbia County Planning would send a notice of the electrical permit in order to allow an appeal by the neighbor, Don Campbell and to allow the combination of the building permit and electrical permit to be reviewed in a single public hearing process. Notice of the electrical permit was mailed on May 15, 2019. A timely appeal was filed on May 22, 2019, by neighbor, Don Campbell. A public hearing before the Board of Commissioners was then set for July 24, 2019.



County staff have responded to the legal arguments and review criteria with findings contained in this staff report. It is the position of the County that the nonconforming use approval of Board Order 38-96 has authorized the DPM mobile home park to have continuous use of 46 permanent mobile home / RV spaces except in a case involving a public health hazard due to water and sewer issues.

Secondly, when reviewing the non-conforming use status of a mobile home park, it is the policy and practice of the County to review the park in its entirety. The non-conforming use in this instance is the existence of a mobile home park business in the Rural Residential (RR-5) zone, not the residential use of the land or the individual use of any one space within the park.

Furthermore, findings have been made in this report that show that the building permit and electrical permit in question with these appeals are not a land use decision. It is not appropriate to use the land use appeal process on common ministerial decisions to wage continued collateral attacks on the number of spaces allowed in the park. The number of spaces allowed in the DPM mobile home park was set by the Board of Commissioners with Board Order 38-96 and that decision is final and no longer up for debate.

This staff report also makes findings that show the park owner relied upon Board Order 38-96 authorizing 46 spaces in the DPM mobile home park when he purchased the park and that the owner has a protected/vested right to continue the operation of those 46 spaces.

It has also been shown in the report that there was no partial discontinuance of the non-conforming use. Even though space 10 was vacant for greater than one year, the overall nonconforming use of the land is a mobile home park and it never ceased operation.

This staff report also explains how the park owner was working in good faith with the DEQ and the County in fixing the septic system in order to accommodate the waste generated by a 46 space mobile home park as well as repairing the electrical service in space 10. The park owner was actively investing in the park infrastructure and was financially committed to the operation of a 46 space mobile home park business.

The record also shows that the neighbor and appellant in this case, Don Campbell, appealed the septic installation permit, thus delaying the issuance of septic construction permit. The park owner was prohibited from fixing the septic system and placing a dwelling in space 10 while the property was on temporary suspension waiting for the appeal process to run its course. Ultimately, the County decision to approve the septic repair permit was affirmed by the Board of Commissioners.

Findings have also been made indicating the nature of operating a mobile home park business includes sporadic and intermittent use of spaces as mobile homes and RV's are frequently moved in and out of the spaces within mobile home parks. Because individual spaces within a park might be vacant, does not mean they are not available to rent. It is the nature of this type of business to have vacant spaces while the park owner tries to attract new renters to the park. In no way does it indicate the park owner has abandoned the use. Because the nature of a mobile home park includes sporadic and intermittent use of spaces, even for a period greater than one year, a mobile home park cannot be considered abandoned nor partially discontinued by the sole fact that a space is temporarily vacant.

Finally it has been shown that it would be bad public policy to begin to require a non-conforming use land use review every time a person tries to place a mobile home or RV in an existing mobile home park. Maintaining this position is impractical to administer and for this mobile home park alone would require 46 separate land use applications and would require a new one every time a new dwelling was brought into the park. This would increase the time and expense of siting a home and will have negative impacts to low income citizens and is not consistent with the Housing policy of the Columbia County Comprehensive Plan.

**STAFF RECOMMENDATION**

Based on the findings and facts of this staff report for the appeal of Building Permit 192-19-000377-MD, Staff recommends the Columbia County Board of Commissioners **APPROVE** the building permit allowing the placement of a manufactured dwelling in space 10 of the Deer Pointe Meadows Mobile Home Park.

Additionally, based on the findings and facts of this staff report for the appeal of Electrical Permit 192-19-000602-ELEC, Staff recommends the Columbia County Board of Commissioners **APPROVE** the electrical permit allowing repairs to be made to an existing electrical service in space 10 of the Deer Pointe Meadows Mobile Home Park.



**Attachments:**

1. Timeline of Events
2. Approved Site Plan for Deer Pointe Meadows Mobile Home Park
3. Building Permit 192-19-000377-MD
4. Electrical Permit 192-19-000602-ELEC
5. Board Order 38-96 on Nonconforming Use Verification NCU 3-94
6. Final Order on Design Review DR 00-16
7. Final Order on Variance V 00-04
8. Clatskanie Fire District comments on DR 00-16
9. Clatskanie Fire District comments on V 00-04
10. Board Order 80-2017 on Septic Repair Permit LUCS 17-44
11. LUBA Final Opinion and Order 2018-107
12. LUBA Final Opinion and Order 2012-060
13. Comments from the Columbia County Building Official
14. Appeals information submitted by the appellant for 192-19-000377-MD
15. Appeals information submitted by the appellant for 192-19-000602-ELEC

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

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

WHEREAS, the parties desire to amend the contract amount for Fiscal Year 2019-2020;

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

1. Section 4 is amended to read as follows:

"4. Consideration. For fiscal years 2007-2008, 2009-2010, 2010-2011, and 2011-2012, County shall pay Contractor on a fee-for-service basis, an amount not to exceed Sixty-two Thousand Eight Hundred Seven Dollars (\$62,807) said amount to be the complete compensation to Contractor for the services performed under this agreement. For fiscal year 2012 - 2013, County shall pay Contractor on a fee-for-service basis an amount not to exceed Sixty-seven Thousand Eight Hundred Seven Dollars (\$67,807). For fiscal year 2013 - 2014, County shall pay Contractor on a fee-for-service basis an amount not to exceed Ninety Eight Thousand Dollars (\$98,000). For fiscal year 2014-2015, County shall pay Contractor on a fee-for-service basis an amount not to exceed Eighty-Nine Thousand Seven Hundred Dollars (\$89,700). For fiscal year 2015-2016, County shall pay Contractor on a fee-for-service basis an amount not to exceed Eighty-one Thousand Five Hundred Eighty-one Dollars and Twenty-nine cents (\$81,581. 29). For fiscal year 2016-2017 County shall pay Contractor on a fee-for-service basis an amount not to exceed Eighty-Six Thousand Five Hundred and Sixty-two Dollars (\$86,562). For fiscal year 2017-2018 County shall pay Contractor on a fee-for-service basis an amount not to exceed One Hundred Seventeen Thousand Two Hundred Eighty-eight Dollars (\$117,288). For fiscal year 2018-2019 County shall pay Contractor on a fee-for-service basis an amount not to exceed One Hundred Sixty-one Thousand Two Hundred Two Dollars and Forty cents (\$161,202). For fiscal year 2019-2020 County shall pay Contractor on a fee-for-services basis an amount not to exceed One Hundred Thirty-five Thousand Six Hundred Eighty-eight Dollars (\$135,688). This fee shall include all expenses. Unless otherwise agreed to in writing by the parties, payment shall be made on a quarterly basis with the first payment due on October 1 of each year. This Agreement is subject to the appropriation of funds by County, and/or the receipt of funds from state and federal sources. In the event sufficient funds shall not be appropriated, and/or received, by County for the payment of consideration required to be paid under this Agreement, then County may terminate this Agreement in accordance with Section 16 of this Agreement. In addition, County shall transfer to Contractor all ownership rights to an HP G60T Notebook PC laptop, including one Microsoft Office home license."

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

COMMUNITY ACTION TEAM, INC.

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

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

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

Henry Heimuller, Chair

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

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

Margaret Magruder, Commissioner

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

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

Alex Tardif, Commissioner

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

Approved as to form:

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

County Counsel's Office



**SECOND AMENDMENT TO OREGON HEALTH AUTHORITY  
2019-2021 INTERGOVERNMENTAL AGREEMENT FOR THE  
FINANCING OF PUBLIC HEALTH SERVICES**

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

This Second Amendment to Oregon Health Authority 2019-2021 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2019, (as amended the “Agreement”), is between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and Columbia County (“LPHA”), the entity designated, pursuant to ORS 431.003, as the Local Public Health Authority for Columbia County.

**RECITALS**

WHEREAS, OHA and LPHA wish to modify the Program Element Table as set forth in Exhibit A of the Agreement;

WHEREAS, OHA and LPHA wish to modify the Fiscal Year 2020 (FY20) Financial Assistance Award set forth in Exhibit C of the Agreement;

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

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

**AGREEMENT**

- Exhibit A “Definitions”, Section 16 “Program Element” is amended to add if new or replace if existing, the following Program Element titles and funding source identifiers as follows:

<b>PE NUMBER AND TITLE • SUB-ELEMENT(S)</b>	<b>FUND TYPE</b>	<b>FEDERAL AGENCY/ GRANT TITLE</b>	<b>CFDA#</b>	<b>HIPAA RELATED (Y/N)</b>	<b>SUB-RECIPIENT (Y/N)</b>
<u>PE 27</u> Prescription Drug Overdose Prevention (PDOP)	FF	CDC /Injury Prevention and Control Research and State and Community Based Programs SAMHSA/Oregon State Opioid Response	93.136 93.788	N	Y

- Exhibit C entitled “Financial Assistance Award” of the Agreement for FY20 is hereby superseded and replaced in its entirety by Attachment A attached hereto and incorporated herein by this reference. Attachment A must be read in conjunction with Section 3 of Exhibit C.
- Exhibit J “Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200” is amended to add to the federal award information datasheet as set forth in Attachment B, attached hereto and incorporated herein by this reference.

4. LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 2 of Exhibit E of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
5. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
6. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
7. The parties expressly ratify the Agreement as herein amended.
8. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.
9. This Amendment becomes effective on the date of the last signature below.

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

**10. Signatures.**

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

**COLUMBIA COUNTY LOCAL PUBLIC HEALTH AUTHORITY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY**

*Approved by Steven Marlowe, Senior Assistant Attorney General on July 26, 2019. Copy of emailed approval on file at OHA, OC&P.*

**REVIEWED BY OHA PUBLIC HEALTH ADMINISTRATION**

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

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

State of Oregon Oregon Health Authority Public Health Division			Page 1 of 2	
<b>1) Grantee</b> Name: Columbia County		<b>2) Issue Date</b> August 09, 2019		<b>This Action</b> AMENDMENT FY 2020
Street: 230 Strand Street City: St. Helens State: OR Zip Code: 97051		<b>3) Award Period</b> From July 1, 2019 Through June 30, 2020		
<b>4) OHA Public Health Funds Approved</b>				
<b>Program</b>		<b>Award Balance</b>	<b>Increase/ (Decrease)</b>	<b>New Award Bal</b>
PE01-01	State Support for Public Health	15,070	47,611	62,681
PE02	Cities Readiness Initiative	32,364	0	32,364
PE12	Public Health Emergency Preparedness and Response (PHEP)	77,494	0	77,494
PE13-01	Tobacco Prevention and Education Prgram (TPEP)	17,319	11,546	28,865
PE27-04	PDOP Naloxone Project (SOR)	0	15,380	15,380
PE36	Alcohol & Drug Prevention Education Program (ADPEP)	61,250	0	61,250
PE42-03	MCAH Perinatal General Funds & Title XIX	2,841	0	2,841
PE42-04	MCAH Babies First! General Funds	9,079	0	9,079
PE42-06	MCAH General Funds & Title XIX	5,329	0	5,329
PE42-07	MCAH Title V (July-Sept)	7,162	0	7,162
PE42-08	MCAH Title V (Oct-June)	21,486	0	21,486
PE43	Public Health Practice (PHP) - Immunization Services (Vendors)	16,115	0	16,115
PE46-02	RH Community Participation & Assurance of Access (July - Mar)	0	0	0
PE46-03	RH Community Participation & Access (State Funds)	15,899	0	15,899
PE46-04	RH Community Participation & Access Federal Funds (July-Mar)	622	0	622
PE50	Safe Drinking Water (SDW) Program (Vendors)	46,934	0	46,934
		328,964	74,537	403,501
<b>5) Foot Notes:</b>				
PE01-01	1	Initial SFY20: Award is estimated for July 1-September 30, 2019 and will be paid out at 1/3rd. Awards will be amended pending approval of the State budget.		
PE01-01	2	8/2019: SFY20 Award amended for increase for July 1, 2019-June 30, 2020. Previous footnotes are void and replaced by this one.		

State of Oregon Oregon Health Authority Public Health Division			Page 2 of 2
<b>1) Grantee</b> Name: Columbia County  Street: 230 Strand Street City: St. Helens State: OR Zip Code: 97051	<b>2) Issue Date</b> August 09, 2019	<b>This Action</b> AMENDMENT FY 2020	
		<b>3) Award Period</b> From July 1, 2019 Through June 30, 2020	
<b>4) OHA Public Health Funds Approved</b>			
<b>Program</b>	Award Balance	Increase/ (Decrease)	New Award Bal
PE13-01 1	Initial SFY20: Award is 3 months (July-September 2019) of bridge TPEP funding and will be paid out at 1/3rd		
PE13-01 2	8/2019: Award is 5 months (July-November 2019) of bridge TPEP funding and will be paid out at 1/5th, all previous footnotes are void and replaced by this one.		
PE42-07 1	Initial SFY20: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.		
PE42-08 1	Initial SFY20: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.		
PE46-03 1	7/2019: Funding is for July 15, 2019 - June 30, 2020		
PE46-04 1	7/2019: Funding for July 1-14, 2019		
<b>6) Comments:</b>			
PE02	7/2019: Adding program element as result of Washington County relinquishing CRI lead agency status		
PE13-01	8/2019: Amending to add 2 months of funding (total award is now for July-November 2019)		
PE27-04	8/2019: \$15,380 in FY20 Available 9/1/19-6/30/20.		
PE46-02	7/2019: Reducing award to \$0 and re-allocating award to PE46-03 and PE46-04		
PE46-03	7/2019: State Funding for July 15, 2019 – June 30, 2020		
PE46-04	7/2019: Federal Funding for July 1 – July 14, 2019 only		
<b>7) Capital outlay Requested in this Action:</b> Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.			
<b>PROGRAM</b>	<b>ITEM DESCRIPTION</b>	<b>COST</b>	<b>PROG APPROV</b>



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

**PE27-04: PDOP Naloxone Project (SOR)**

Funding Information Table

Federal Award Identification Number (FAIN):	6H79T1081716-01M002
Federal Award Date:	7/12/2019
Performance Period:	9/30/18-9/29/20
Federal Awarding Agency:	SAMHSA
CFDA Number:	93.788
CFDA Name:	Opioid STR
Total Federal Award:	\$16,090,592
Project Description:	PDOP Naloxone Project
Awarding Official:	LeSchell D Browne
Indirect Cost Rate:	N/A
Research and Development (Y/N):	No

**PCA:** 82367

**INDEX:** 87850

Agency/Contractor	DUNS	Amount
Columbia	936002288	\$15,380

**RAIL AND PUBLIC TRANSIT DIVISION  
OREGON DEPARTMENT OF TRANSPORTATION**

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation, Rail and Public Transit Division, hereinafter referred to as "State," and **Columbia County**, hereinafter referred to as "Recipient," and collectively referred to as the "Parties."

**AGREEMENT**

1. **Effective Date.** This Agreement shall become effective on the later of **October 1, 2019** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **June 30, 2021** (Expiration Date). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 6.b.iv of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

**Exhibit A: Project Description and Budget**

**Exhibit B: Financial Information**

**Exhibit C: Insurance Requirements**

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C.

3. **Project Cost; Grant Funds.** The total project cost is estimated at **\$34,500.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$31,050.00** in Grant Funds for eligible costs described in Section 6 hereof.
4. **Project Cost; Grant Funds.** The total project cost is estimated at **\$34,500.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$31,050.00** in Statewide Transportation Improvement Funds for eligible costs described in Section 6 hereof.
5. **Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.d hereof.
6. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <http://www.oregon.gov/odot/pt/>. If Recipient is unable to access OPTIS, reports must be delivered to [ODOTPTDReporting@odot.state.or.us](mailto:ODOTPTDReporting@odot.state.or.us). Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be necessary to comply with federal or state reporting requirements.
7. **Disbursement and Recovery of Grant Funds.**
  - a. **Disbursement Generally.** State shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by State within 30 days of State's approval of a request for reimbursement from Recipient using a format that is acceptable to State. Requests for reimbursement must

be entered into OPTIS or delivered to ODOTPTDReporting@odot.state.or.us. Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement described in Section 9 of this Agreement, in performance of the Project and that are not excluded from reimbursement by State, either by this Agreement or by exclusion as a result of financial review or audit.

- b. **Conditions Precedent to Disbursement.** State's obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
- i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
  - ii. Recipient is in compliance with the terms of this Agreement.
  - iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
  - iv. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.
- c. **Recovery of Grant Funds.** Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement must be returned to State. Recipient shall return all Misexpended Funds to State promptly after State's written demand and no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 14 days after the earlier of expiration or termination of this Agreement.

8. **Representations and Warranties of Recipient.** Recipient represents and warrants to State as follows:

- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient 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 Recipient of this Agreement.
- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from any federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify State immediately if it is debarred,

suspended or otherwise excluded by any state or federal agency or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

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

**9. Records Maintenance and Access; Audit.**

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State and the Secretary to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit State to verify how the Grant Funds were expended.
- d. **Audit Requirements.**
  - i. Recipient shall, at Recipient's own expense, submit to State, Public Transit Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to [ODOTPTDreporting@odot.state.or.us](mailto:ODOTPTDreporting@odot.state.or.us), a copy of, or electronic link to, any annual audit covering the funds expended under this Agreement by Recipient or a party to any subagreement with Recipient, as well as the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.
  - ii. Recipient shall save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

**10. Recipient Subagreements and Procurements**

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.
  - i. All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
  - ii. Recipient agrees to provide State with a copy of any signed subagreement upon request by State. Any substantial breach of a term or condition of a subagreement

relating to funds covered by this Agreement must be reported by Recipient to State within ten (10) days of its being discovered.

**b. Subagreement indemnity; insurance.**

***Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.***

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

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

**c. Procurements.**

i. Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable, including all applicable provisions of the Oregon Public Contracting Code and rules. Procurements of rolling stock, facilities and personal services for any amount, and all procurements for an amount greater than \$100,000 must be approved by State prior to solicitation.

ii. Recipient shall complete all purchases, including installation, and all construction of capital assets funded under this Agreement prior to the Expiration Date of this Agreement. If local circumstances prevent purchase, installation, or construction by the specified date, Recipient will notify State in writing of the circumstances regarding the delay. Such notification must be received at least forty-five (45) days prior to the expiration of the Agreement. Agreement amendment for time will be considered in extenuating circumstances.

**d. STIF Procurements**

Pursuant to Oregon Administrative Rule (OAR) 732-044-0050(6)  
Recipient shall:

- i. Establish useful life standards for capital assets acquired pursuant to STIF Discretionary grant agreements which meet or exceed the duration of those established by State.
- ii. Use State's published procedures or substantially similar procedures and ensure that Sub-Recipients use the same procedures for the disposition of capital assets acquired with STIF funds.
- iii. Retain the net proceeds from a sale or other disposition of a capital asset to reinvest

in a future STIF capital project or return the net proceeds to State. Net proceeds are the disposal proceeds less original value, depreciation, and disposal costs. If non-STIF funds were used in the original purchase, only the proportion representing the STIF contribution to the purchase is subject to this rule.

- iv. Establish written procedures to ensure that a capital asset is maintained in safe operating condition.
- v. Maintain insurance coverage, or require Sub-Recipients to maintain insurance coverage that meets or exceeds the standards in Oregon Revised Statutes (ORS) 806.070.
- vi. Ensure that vehicles purchased in whole or in part with STIF funds are titled with the Oregon Department of Transportation Driver and Motor Vehicle Service Division pursuant to ORS 803.045 and supporting rules, with ODOT Rail and Public Transit Division listed as a security interest holder, subject to the following additional requirements:

If the vehicle is registered in the name of a Sub-Recipient receiving the vehicle, and the Sub-Recipient is not a Qualified Entity (OAR 732-040-005(26)) or Public Transportation Service Provider (OAR 732-040-005(25)), then the Qualified Entity or Public Transportation Service Provider must be listed on the vehicle title as the primary security interest holder.

If the vehicle was purchased with federal funds in addition to STIF funds, and the federal funding source requires the vehicle to be titled otherwise than provided in this rule, then the federal titling requirements prevail.

## 11. Termination

- a. **Termination by State.** State may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by State in such written notice, if:
  - i. Recipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Recipient is, for any reason, rendered improbable, impossible, or illegal; or
  - ii. State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
  - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
  - iv. The Project would not produce results commensurate with the further expenditure of funds; or
  - v. Recipient takes any action pertaining to this Agreement without the approval of State and which under the provisions of this Agreement would have required the approval of State.
- b. **Termination by Recipient.** Recipient may terminate this Agreement effective upon delivery of written notice of termination to State, or at such later date as may be established by Recipient in such written notice, if:
  - i. The requisite local funding to continue the Project becomes unavailable to Recipient; or
  - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days notice to the other Party and failure of the other Party to cure within the

period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

## 12. General Provisions

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

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

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

- b. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- c. **Reserved.**
- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. **No Third Party Beneficiaries.** State and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit

or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

Recipient acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Recipient, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from this Agreement.

- g. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 11.g. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.
- h. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.
- i. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- j. **Insurance; Workers' Compensation.** All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining



terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

- m. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

**The Parties**, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

The Oregon Transportation Commission on October 20, 2010, approved Delegation Order Number OTC-01, which authorizes the Director of the Oregon Department of Transportation to administer programs related to public transit.

On March 1, 2012, the Director approved Delegation Order Number DIR-04, which delegates the authority to approve this Agreement to the Rail and Public Transit Division Administrator.

**SIGNATURE PAGE TO FOLLOW**

**Columbia County**, by and through its

\_\_\_\_\_

By \_\_\_\_\_  
(Legally designated representative)

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

(If required in local process)

By \_\_\_\_\_  
Recipient's Legal Counsel

Date \_\_\_\_\_

**Recipient Contact:**

Todd Wood  
230 Strand Street  
Saint Helens, OR 97051  
1 (503) 366-8505  
todd.wood@co.columbia.or.us

**State Contact:**

Arla Miller  
555 13th Street NE  
Salem, OR 97301-4179  
1 (503) 986-2836  
Arla.MILLER@odot.state.or.us

**State of Oregon**, by and through its  
Department of Transportation

By \_\_\_\_\_  
H. A. (Hal) Gard  
Rail and Public Transit Division Administrator

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_ Arla Miller

Date \_\_\_\_\_ 09/10/2019

**APPROVED AS TO LEGAL SUFFICIENCY**

(For funding over \$150,000)

N/A

**EXHIBIT A**

**Project Description and Budget**

**Project Description/Statement of Work**

<b>Project Title: STIF Disc. Columbia County Equipment Purchase 33770</b>				
<i>GPS Online Tracking System</i>				
<b>Item #1: Vehicle Locator System</b>				
	Total	Grant Amount	Local Match	Match Type(s)
	\$34,500.00	\$31,050.00	\$3,450.00	Local
<b>Sub Total</b>	\$34,500.00	\$31,050.00	\$3,450.00	
<b>Grand Total</b>	<b>\$34,500.00</b>	<b>\$31,050.00</b>	<b>\$3,450.00</b>	

1. BACKGROUND

*In the 2017 legislative session, the Oregon Legislature passed House Bill 2017, the Statewide Transportation Improvement Fund (STIF). The bill designated nine percent of the total funds appropriated to be awarded to eligible Public Transportation Service Providers (PTSPs) based on a competitive grant process. This nine percent is divided into a five-percent share for STIF Discretionary projects and a four-percent share for STIF Intercommunity Discretionary projects. This Agreement describes the duties and responsibilities of State and Recipient in the management and proper use of STIF funds or 5311(f) funds and the associated reporting requirements.*

2. PROJECT DESCRIPTION

*This Agreement funds a capital equipment project, for a Global Positioning System (GPS) and tracking activities. The software will allow integration with an online system that will give the traveling public information about where buses are and when they will arrive. The software will also integrate with NWOTA partners. Additionally it will be used for tracking and monitoring of the system to make better-informed decisions if route adjustments are needed.*

3. PROJECT DELIVERABLES, TASKS and SCHEDULE

*Recipient will:*

- a) Collaborate with NWOTA partners to ensure the application is in harmony with theirs.*
- b) Make the external-facing application available to the traveling public on its website.*
- c) Advertise the availability of the application to the traveling public through its website, on buses, at bus stops when possible, and on social media.*
- d) Explore coordination opportunities beyond the NWOTA partners to share bus positions and arrival times.*

*Recipient, in the performance of this Project, shall document steps taken to improve accessibility to public transportation for vulnerable populations. Vulnerable populations include low-income individuals or households, veterans, Tribal communities or groups, individuals of age 65 and older, individuals with disabilities, and individuals with limited English proficiency. Information on this topic shall be provided to State through reporting.*

4. PROJECT ACCOUNTING and SPENDING PLAN

*Recipient retains authority over costs and allocations of STIF funds within the guidelines established by Oregon Revised Statutes (ORS) 184.751 through 184.758 and Oregon Administrative Rules (OAR) Chapter 732.*

*Eligible costs for reimbursement include equipment, installation, and training. Recipient was awarded a 10 percent match reduction for projects benefitting the statewide transit network. Recipient shall maintain open and transparent satisfaction of one or more of the four match reduction factors identified in OAR 732-044-0005(4)(a)(A-D). Failure to satisfy at*

*least one of these four factors will result in the Recipient being required to match 20 percent of the total project cost identified in the Agreement. This determination will be made on an annual basis following review of each quarter 4 Oregon Public Transit Information System (OPTIS) Agency Periodic Report (APR) submittal.*

#### **5. REPORTING AND INVOICING REQUIREMENTS**

*Recipient shall provide State with copies of agreement(s) made with Sub-Recipients within 30 days of execution of those agreements. Recipient shall confirm the eligibility of a Sub-Recipient prior to distributing STIF moneys and entering into an agreement with the Sub-Recipient. Recipient shall ensure that Sub-Recipients maintain eligibility throughout the project period.*

*Per OAR 732-044-0040(1)(a), Recipient shall report on Project progress, outcomes achieved, and expenditures of discretionary STIF funds by itself and its Sub-Recipients. Failure to use STIF funds towards achievement of identified project deliverables may result in the cessation of funding to the Recipient for the remainder of the Agreement period.*

##### *Project Progress Reporting:*

*Project progress will be reported quarterly through the OPTIS APR and shall include a brief status update for each deliverable. Project reporting should align with project deliverables identified in this Agreement. State will use reporting information to assess Recipient's progress by comparing task-based expenditures to progress on deliverables.*

##### *Outcomes Achieved Reporting:*

*Recipient shall report outcomes achieved through project performance. Continued funding under this Agreement is contingent upon reporting of outcomes achieved.*

*On a quarterly basis, in addition to required elements in the APR, Recipient shall complete a short narrative describing outcomes achieved in performance of the Project.*

*On a biennial basis, Recipient shall provide additional feedback on outcomes achieved in an attachment to the final APR.*

*Recipient shall provide additional information on outcomes achieved when and where directed to do so by State in reporting guidance.*

*Outcomes achieved are defined in State's program guidance and that guidance provides State's expectations surrounding all reporting requirements. For detailed instructions on quarterly, annual, and biennial reporting, refer to State's STIF Discretionary/STN Reporting Guidance document.*

##### *Expenditures:*

*Expenditures of discretionary funds will be tracked in OPTIS. Recipient must submit reimbursement requests in OPTIS to receive reimbursement for Project expenditures. Requests for reimbursement for vehicle purchases must include a cover letter and copies of all invoices associated with expenses identified for reimbursement.*

*Recipient shall ensure Satisfactory Continuing Control of capital assets purchased in whole or part under this Agreement while the capital assets are being used for public transportation purposes. Satisfactory Continuing Control means the legal assurance that a capital asset will remain available to be used for its originally authorized purpose throughout its useful life or until disposition.*

*An inventory of capital assets purchased in whole or in part with STIF funds will be created by State in the OPTIS asset register. The inventory will include a description of the capital asset, the date of purchase, the purchase price, the amount of STIF funds contributed to the purchase, the source of other funds, the authorized use, the Recipient or Sub-Recipient using the capital asset, and the condition of the asset. Recipient shall report quarterly on all capital assets through the OPTIS APR, providing information relevant to purchased capital assets, including but*

*not limited to, changes to vehicle condition and mileage.*

*Recipient shall notify State of the sale, transfer, or other disposition of any Capital Asset purchased under this Agreement and shall report the use of proceeds, if any, from the sale to State.*

*Reporting on Mitigation of Tax Impacts to Low-income Populations*

*Per OAR 732-040-0025(1), Qualified Entities receiving STIF funds shall submit a report on any actions taken by any PTSP located within the area of the Qualified Entity to mitigate the impact of the STIF tax on passengers who reside in low-income communities. This report must be submitted no later than 60 days after the end of each Fiscal Year in which the Qualified Entity receives STIF funds.*

*Recipient shall submit this report as instructed separately from this SOW and shall attach all responses submitted to Recipient by PTSPs receiving STIF discretionary funds that detail actions taken by those PTSPs.*

**EXHIBIT B**  
**FINANCIAL INFORMATION**

This Agreement is financed by the funding source indicated below:

<b>State Program</b> STF: ORS 391.800 through ORS 391.830 and OAR Chapter 732, Divisions 5, 10, and 30  STIF: ORS 184.758 through ORS 184.766 and OAR Chapter 732, Divisions 040, 042, and 044.	<b>State Funding Agency</b> Oregon Department of Transportation 355 Capitol St. N.E. Salem, OR 97301-3871		<b>Total State Funding</b> <b>\$31,050.00</b>
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<b>Administered By</b> Rail and Public Transit Division 555 13th Street NE Salem, OR 97301-4179
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## EXHIBIT C

### Insurance Requirements

#### GENERAL.

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

#### TYPES AND AMOUNTS.

i. WORKERS COMPENSATION. Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than \$500,000 must be included.

ii. COMMERCIAL GENERAL LIABILITY. Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to State. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

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

iii. AUTOMOBILE Liability Insurance: Automobile Liability. Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

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

ADDITIONAL INSURED. The Commercial General Liability Insurance and Automobile Liability insurance must include State, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as



professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of: (i) the contractor's completion and Recipient's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and State may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If State approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

**NOTICE OF CANCELLATION OR CHANGE.** The contractor or its insurer must provide 30 days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

**CERTIFICATE(S) OF INSURANCE.** Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

RAIL AND PUBLIC TRANSIT DIVISION  
OREGON DEPARTMENT OF TRANSPORTATION

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation, Rail and Public Transit Division, hereinafter referred to as "State," and **Columbia County**, hereinafter referred to as "Recipient," and collectively referred to as the "Parties."

**AGREEMENT**

1. **Effective Date.** This Agreement shall become effective on the later of **October 1, 2019** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **June 30, 2021** (Expiration Date). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 10 of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

**Exhibit A: Project Description and Budget**

**Exhibit B: Financial Information**

**Exhibit C: Subcontractor Insurance**

**Exhibit D: Summary of Federal Requirements, incorporating by reference Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement**

**Exhibit E: Information required by 2 CFR 200.331(a), may be accessed at <http://www.oregon.gov/odot/pt/>, Oregon Public Transit Information System (OPTIS), as the information becomes available**

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: Exhibit D; Exhibit E; this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C.

3. **Project Cost; Grant Funds; Match.** The total project cost is estimated at **\$336,924.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$184,952.00** in Grant Funds for eligible costs described in Section 6.a. hereof. Recipient shall provide matching funds for all Project Costs as described in Exhibit A.
4. **Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.d hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <http://www.oregon.gov/odot/pt/>. If Recipient is unable to access OPTIS, reports must be delivered to [ODOTPTDReporting@odot.state.or.us](mailto:ODOTPTDReporting@odot.state.or.us). Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be

necessary to comply with federal or state reporting requirements.

**6. Disbursement and Recovery of Grant Funds.**

- a. **Disbursement Generally.** State shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by State within 30 days of State's approval of a request for reimbursement from Recipient using a format that is acceptable to State. Requests for reimbursement must be entered into OPTIS or sent to [ODOTPTDReporting@odot.state.or.us](mailto:ODOTPTDReporting@odot.state.or.us). Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement described in Section 9.a. of this Agreement, in performance of the Project and that are not excluded from reimbursement by State, either by this Agreement or by exclusion as a result of financial review or audit.
- b. **Conditions Precedent to Disbursement.** State's obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
  - i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
  - ii. Recipient is in compliance with the terms of this Agreement including, without limitation, Exhibit D and the requirements incorporated by reference in Exhibit D.
  - iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
  - iv. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.
- c. **Recovery of Grant Funds.** Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement must be returned to State. Recipient shall return all Misexpended Funds to State promptly after State's written demand and no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 14 days after the earlier of expiration or termination of this Agreement.

**7. Representations and Warranties of Recipient.** Recipient represents and warrants to State as follows:

- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient 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 Recipient of this Agreement.
- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor

accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

- d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from this federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify State immediately if it is debarred, suspended or otherwise excluded from this federally-assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

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

## 8. **Records Maintenance and Access; Audit.**

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit State to verify how the Grant Funds were expended.
- d. **Audit Requirements.**
  - i. Recipients receiving federal funds in excess of \$750,000 are subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Recipient, if subject to this requirement, shall at Recipient's own expense submit to State, Rail and Public Transit Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to [ODOTPTDReporting@odot.state.or.us](mailto:ODOTPTDReporting@odot.state.or.us), a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted, the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.
  - ii. Recipient shall save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

## 9. Recipient Subagreements and Procurements

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.
  - i. All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
  - ii. Recipient agrees to provide State with a copy of any signed subagreement upon request by State. Any substantial breach of a term or condition of a subagreement relating to funds covered by this Agreement must be reported by Recipient to State within ten (10) days of its being discovered.
- b. Recipient shall review the *Best Practices Procurement Manual*, a technical assistance manual prepared by the FTA, available on the FTA website: [www.fta.dot.gov/grants/13054\\_6037.html](http://www.fta.dot.gov/grants/13054_6037.html)
- c. **Subagreement indemnity; insurance**

***Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.***

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

Recipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement. Any insurance obtained by the other party to Recipient's subagreements, if any, shall not relieve Recipient of the requirements of Section 11 of this Agreement. The other party to any subagreement with Recipient, if the other party employs subject workers as defined in ORS 657.027, must obtain Workers Compensation Coverage as described in Exhibit C.

- d. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable, including all applicable provisions of the Oregon Public Contracting Code and rules, and in conformance to FTA Circular 4220.1F, Third Party Contracting Requirements including:
  - i. all applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement;
  - ii. all procurement transactions are conducted in a manner providing full and open competition;

- iii. procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements);
- iv. construction, architectural and engineering procurements are based on Brooks Act procedures unless the procurement is subject to ORS 279C.100 to 279C.125.

## 10. Termination

- a. **Termination by State.** State may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by State in such written notice, if:
  - i. Recipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Recipient is, for any reason, rendered improbable, impossible, or illegal; or
  - ii. State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
  - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
  - iv. The Project would not produce results commensurate with the further expenditure of funds; or
  - v. Recipient takes any action pertaining to this Agreement without the approval of State and which under the provisions of this Agreement would have required the approval of State.
- b. **Termination by Recipient.** Recipient may terminate this Agreement effective upon delivery of written notice of termination to State, or at such later date as may be established by Recipient in such written notice, if:
  - i. The requisite local funding to continue the Project becomes unavailable to Recipient; or
  - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

## 11. General Provisions

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

With respect to a Third Party Claim for which State is jointly liable with Recipient (or would be if joined in the Third Party Claim ), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other

hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

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

- b. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- c. **Responsibility for Grant Funds.** Any recipient of Grant Funds, pursuant to this Agreement with State, shall assume sole liability for that recipient's breach of the conditions of this Agreement, and shall, upon recipient's breach of conditions that requires State to return funds to the FTA, hold harmless and indemnify State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the recipient of Grant Funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. **No Third Party Beneficiaries.** State and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

Recipient acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Recipient, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the this Agreement.

- g. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the address or number set forth

on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 11.g. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.

- h. Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.
- i. Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, as applicable to Recipient, including without limitation as described in Exhibit D. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- j. Insurance; Workers' Compensation.** All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- m. Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of



this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

**The Parties**, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

The Oregon Transportation Commission on October 20, 2010, approved Delegation Order Number OTC-01, which authorizes the Director of the Oregon Department of Transportation to administer programs related to public transit.

On March 1, 2012, the Director approved Delegation Order Number DIR-04, which delegates the authority to approve this Agreement to the Rail and Public Transit Division Administrator.

**SIGNATURE PAGE TO FOLLOW**

**Columbia County**, by and through its

\_\_\_\_\_

By \_\_\_\_\_  
(Legally designated representative)

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

(If required in local process)

By \_\_\_\_\_  
Recipient's Legal Counsel

Date \_\_\_\_\_

**Recipient Contact:**

Todd Wood  
230 Strand Street  
Saint Helens, OR 97051  
1 (503) 366-8505  
todd.wood@co.columbia.or.us

**State Contact:**

Mark Bernard  
555 13th Street NE  
Salem, OR 97301-4179  
1 (503) 986-3283  
Mark.bernard@odot.state.or.us

**State of Oregon**, by and through its  
Department of Transportation

By \_\_\_\_\_  
H. A. (Hal) Gard  
Rail and Public Transit Division Administrator

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

(For funding over \$150,000)

N/A

**EXHIBIT A**

**Project Description and Budget**

**Project Description/Statement of Work**

<b>Project Title: 5311(f) Columbia County Rider 33818</b>				
<i>Operations. Preventive Maintenance.</i>				
<b>Item #1: 50% Federal Share</b>				
	Total	Grant Amount	Local Match	Match Type(s)
	\$281,956.00	\$140,978.00	\$140,978.00	Other
<b>Item #1: Preventative Maintenance</b>				
	Total	Grant Amount	Local Match	Match Type(s)
	\$54,968.00	\$43,974.00	\$10,994.00	State Funds
<b>Sub Total</b>	\$336,924.00	\$184,952.00	\$151,972.00	
<b>Grand Total</b>	<b>\$336,924.00</b>	<b>\$184,952.00</b>	<b>\$151,972.00</b>	

1. BACKGROUND

*In the 2017 legislative session, the Oregon Legislature passed House Bill 2017, the Statewide Transportation Improvement Fund (STIF). The bill designated nine percent of the total funds appropriated to be awarded to eligible Public Transportation Service Providers (PTSPs) based on a competitive grant process. This nine percent is divided into a five-percent share for STIF Discretionary projects and a four-percent share for STIF Intercommunity Discretionary projects. This Agreement describes the duties and responsibilities of State and Recipient in the management and proper use of STIF funds or 5311(f) funds and the associated reporting requirements.*

2. PROJECT DESCRIPTION

*This Agreement fund operations and preventive maintenance projects to provide service between Northern Columbia County, Oregon and Longview/Kelso, Washington. The project enhances the statewide transit network by providing service to connect riders to medical appointments; shopping; Greyhound services; Amtrak service in Longview/Kelso, Washington; connecting services to downtown Portland, Oregon via Columbia County; and Astoria, Oregon via Sunset Empire Transportation District service.*

*This project supports intercity transit service, which is characterized by infrequent stops, not being designed primarily for commuters, and the use of vehicles with the capacity to carry passenger luggage. The supported service makes meaningful connections to the larger transit network where possible. The supported service's route covers a one-way distance of at least 20 miles or closes a vital gap in the statewide transit network.*

*This service is scheduled to run between St. Helens, Oregon and Longview/Kelso, Washington, and has planned stops at the following locations: flag stops at Columbia City and Goble, Oregon; scheduled stops at Rainier Transit Center and Rainier Senior Center in Rainier, Oregon; St. Johns Medical Center, Longview, Washington; River Cities Transit Center, Longview, Washington; Amtrak/Greyhound Station, Kelso, Washington; and returning to Rainier Transit Center, Rainier, Oregon. The service will run twice a day, Monday through Friday.*

Operations

*The service, schedule, days, hours, and service type will be designed to meet the needs of the target population as determined by Recipient in consultation with the operator of service, the affected community members, and stakeholders identified by Recipient. To the extent possible, Recipient, and contractor, will coordinate the delivery of transportation services with other public and private transportation providers to enhance regional services and to avoid duplication of services. Coordinated service may be made available to a variety of potential users, including the general public.*

*Recipient may amend the service design at any time in accordance with local demand, funding issues, or other situations that require service to be changed. Recipient will inform State if there is a change in the service funded by this Agreement. This grant will not fund more than four daily round trips.*

*Recipient will market the services.*

*Recipient shall engage in a good faith effort to generate program income to help defray program costs. If program income is generated from federally-funded projects, that income must be reported to State.*

#### *Preventive Maintenance*

*Provides funding for preventive maintenance on vehicles in the provision of public transportation. Proper maintenance ensures assets are kept in good condition per manufacturer's recommendations and that safety standards are met.*

*Preventive maintenance reimbursed in this Agreement is for assets used in the provision of public transportation services for the general public, seniors, individuals with disabilities, and low-income households. This Agreement does not provide for maintenance on staff vehicles, vehicles used for business of Recipient, or maintenance vehicles.*

### **3. PROJECT DELIVERABLES, TASKS and SCHEDULE**

#### *Operations*

*Recipient shall:*

- a) Continually track and assess the ridership and route timing. If route schedules need to be adjusted, Recipient will notify the traveling public in a timely manner, allowing for public comment. Public comment shall be reviewed and analyzed for possible items missed during initial analysis.*
- b) Work with River Cities Transit if additional runs need to be added such as the possibility of River Cities Transit making a run across the Lewis and Clark Bridge, between Rainier, Oregon and Longview, Washington.*

*Recipient, in the performance of this project, shall document steps taken to improve accessibility of public transportation for vulnerable populations. Vulnerable populations include low-income individuals or households, veterans, Tribal communities or groups, individuals of age 65 and older, individuals with disabilities, and individuals with limited English proficiency. Information on this topic shall be provided to State through reporting.*

*Recipient, if operating fixed route or deviated fixed route transit service shall create and maintain current GTFS data describing the service (this can be supported by State's GTFS contractor). GTFS data should be updated in advance of system changes to allow trip planners to stay current.*

*Recipient, if operating demand response service, is encouraged to create and maintain GTFS-flex data for its service (this can be supported by State's GTFS-flex contractor).*

*Competitive purchases of systems that can count passengers (e.g., Automated Passenger Counters (APC), Automated Fare Collection (AFC) systems) should include an explicit preference for systems that support the GTFS-ride data standard. Purchases of real-time (RT) information systems for fixed route service must include support for GTFS-RT data and provide GTFS-RT data access to interested third parties.*

*5311(f)-supported services shall serve key transit hubs and stops operated by for-profit/national transit providers such as Greyhound, Bolt, Amtrak, Pacific Crest Transit, Central Oregon Breeze, etc. where practical unless explicitly exempted by State. 5311(f)-supported service providers shall enter into interline agreements with Greyhound and Amtrak where practical unless explicitly exempted by State.*

### *Preventive Maintenance*

*All preventive maintenance tasks must be completed prior to the expiration date of this Agreement.*

*Preventive maintenance expenses include activities, supplies, materials, labor, services, and associated costs required to preserve or extend the functionality and serviceability of the asset in a cost effective manner. Preventive maintenance includes, but is not limited to the following: oil changes; engine tune-ups; tire purchases; tire maintenance; annual vehicle inspections; scheduled or routine maintenance; and associated parts, supplies, and labor.*

*Preventive maintenance under this Agreement does not include repairs resulting from motor vehicle accidents covered by insurance, repairs on vehicles or components under warranty, or repairs which are paid for in other agreements or contracts.*

*Recipient must provide to State a plan for proposed preventive maintenance, unless a plan is already on file with State. Reimbursement requests must match the activities or purchases described in Recipient's plan.*

*A major component replacement (such as an engine or transmission), that keeps an asset within useful life (overhaul), or extends the useful life (rebuild) may be eligible for reimbursement under this Agreement, pending verification of conformance to Recipient's adopted maintenance plan and requirements detailed in Federal Transit Administration Circular 5010.1E (Award Management Requirements), Chapter IV.*

*A vehicle must meet at least 40 percent of its useful life to be considered for an overhaul. Recipient must obtain pre-approval from State prior to any vehicle overhaul. Vehicle rebuilds must extend the useful life of the vehicle by at least four years.*

*If local circumstances change, for example, vehicle type or asset disposition, Recipient's maintenance plan must be updated to reflect that change and submitted to State within 90 days of the change.*

### *Modifications to Project Objectives or Service:*

*Recipients receiving operating or mobility management funding for fixed route service shall provide adequate public notice of impending service changes. State shall be included in the first entities notified of any impending service changes. Cause for such notification shall include, but not be limited to, changes to route stops, route frequency, or the primary vehicle used for the service as well as Recipient's inability to maintain interline agreements made with other public transportation service providers. Service changes determined to significantly impede Recipient's ability to achieve objectives and deliverables identified in this Agreement may result in loss or reduction of project funding.*

*Modifications to projects funded with 5311(f) funds must continue to provide significant benefit to the statewide transit network and meet the definition of intercity service or risk loss or reduction of project funding.*

## **4. PROJECT ACCOUNTING and SPENDING PLAN**

*Operations projects have a 50 percent match requirement. All other project types have a 20 percent match requirement.*

### *Operations*

*Generally accepted accounting principles and Recipient's own accounting system determine those costs that are to be accounted for as gross operating expenses. Recipient may not count the same costs twice if they have multiple agreements for which these costs may be eligible. The contractor may use capital equipment funded from USDOT- or State-source grants when performing services rendered through a contract funded by this Agreement. Depreciation of capital equipment funded from USDOT- or State-source grants is not an eligible expense.*

*Income that may be used as Recipient's matching funds for this Agreement includes Special Transportation Formula funds, other local funds, service contract revenue, advertisement and other earned income, cash donations and other verifiable in-kind contributions integral to the project budget. In-kind contributions claimed as matching funds must be properly documented and reported to State. Recipient may not use passenger fares as matching funds. Recipient will subtract revenue from fares, tickets and passes, either pre-paid or post-paid, from the gross operating expense of service. Administrative expenses are reimbursable as operating expenses. The required local match share will be subtracted from the project expenses to determine the grant share of the project expense.*

#### *Preventive Maintenance*

*Sources that may be used as Recipient's matching funds for this Agreement include Special Transportation Fund, local funds, service contract revenue, advertisement income, other earned income, cash donations, and other verifiable in-kind contributions that are integral to the project budget. Recipient may not use passenger fares as matching funds. Under this Agreement, State will bear the sum remaining after the amount of Recipient's required share of local matching funds is subtracted from the total project expenses.*

#### **5. REPORTING AND INVOICING REQUIREMENTS**

*Recipient shall provide State with copies of agreement(s) made with Sub-Recipients within 30 days of execution of those agreements. Recipient shall confirm the eligibility of a Sub-Recipient prior to distributing moneys and entering into an agreement with the Sub-Recipient. Recipient shall ensure that Sub-Recipients maintain eligibility throughout the project period.*

*Recipient shall report on Project progress, outcomes achieved, and expenditures of discretionary funds by itself and its Sub-Recipients. Failure to use funds towards achievement of identified project deliverables may result in the cessation of funding to the Recipient for the remainder of the Agreement period.*

#### *Project Progress Reporting*

*Project progress will be reported quarterly through the Oregon Public Transit Information System (OPTIS) Agency Periodic Report (APR) and shall include a brief status update for each deliverable. Project reporting should align with project deliverables identified in this Agreement. State will use reporting information to assess Recipient's progress by comparing task-based expenditures to progress on deliverables.*

#### *Outcomes Achieved Reporting*

*Recipient shall report outcomes achieved through project performance. Continued funding under this Agreement is contingent upon reporting of outcomes achieved.*

*On a quarterly basis, in addition to required elements in the APR, Recipient shall complete a short narrative describing outcomes achieved in performance of the Project.*

*On a biennial basis, Recipient shall provide additional feedback on outcomes achieved in an attachment to the final APR.*

*Recipient shall provide additional information on outcomes achieved when and where directed to do so by State in reporting guidance.*

*Outcomes achieved are defined in State's program guidance and that guidance provides State's expectations surrounding all reporting requirements. For detailed instructions on quarterly, annual, and biennial reporting, refer to State's STIF Discretionary/STN Reporting Guidance document.*

*Recipients of operating, mobility management, or any STIF Discretionary, STIF Intercommunity Discretionary, or 5311(f) funds associated with a specific transportation service shall report on several key project outcomes related to that service.*

*On a quarterly basis, Recipient shall report the overall service costs, revenue miles, revenue hours, and ridership for the service associated with this Agreement. Recipient shall also report the fare revenue, contract revenue, and any other revenue collected as a result of the service.*

*Expenditures*

*Expenditures of funds will be tracked in OPTIS. Recipient must submit reimbursement requests in OPTIS to receive reimbursement for Project expenditures. Requests for reimbursement for vehicle purchases must include a cover letter and copies of all invoices associated with expenses identified for reimbursement.*



**EXHIBIT B**  
**FINANCIAL INFORMATION**

The information below will assist auditors to prepare a report in compliance with the requirements of 2 CFR part 200, subpart F.

This Agreement is financed by the funding source indicated below:

<b>Federal Program</b> 49 U.S.C. 5311	<b>Federal Funding Agency</b> U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	<b>CFDA Number</b> <b>20.509 (5311)</b>	<b>Total Federal Funding</b> <b>\$184,952.00</b>
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<b>Administered By</b> Rail and Public Transit Division 555 13th Street NE Salem, OR 97301-4179
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## EXHIBIT C

### Insurance Requirements

#### GENERAL - SUBRECIPIENT.

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

#### TYPES AND AMOUNTS.

i. WORKERS COMPENSATION. Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than \$500,000 must be included.

ii. COMMERCIAL GENERAL LIABILITY. Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to State. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

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

iii. AUTOMOBILE Liability Insurance: Automobile Liability. Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

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

ADDITIONAL INSURED. The Commercial General Liability Insurance and Automobile Liability insurance must include State, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous

"claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of: (i) the contractor's completion and Recipient's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and State may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If State approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

**NOTICE OF CANCELLATION OR CHANGE.** The contractor or its insurer must provide 30 days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

**CERTIFICATE(S) OF INSURANCE.** Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

#### GENERAL - RECIPIENT.

Recipient shall: i) obtain insurance specified under TYPES AND AMOUNTS (except TYPES AND AMOUNTS paragraph I applies only to Recipient's subcontractors who employ subject workers) and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under this Agreement commences, and ii) maintain the insurance in full force throughout the duration of this Agreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State.

#### TYPES AND AMOUNTS.

i. **WORKERS COMPENSATION.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide Workers' Compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than \$500,000 must be included.

ii. **COMMERCIAL GENERAL LIABILITY.** Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to State. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

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

iii. **AUTOMOBILE Liability Insurance:** Automobile Liability, Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

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

**ADDITIONAL INSURED.** The Commercial General Liability Insurance and Automobile Liability insurance must include State, its officers, employees and agents as Additional Insureds but only with respect to the Recipient's activities to be performed under this Agreement. Coverage must be primary and non-contributory with any other insurance and self-insurance.

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

**NOTICE OF CANCELLATION OR CHANGE.** Recipient or its insurer must provide 30 days' written notice to State before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

**CERTIFICATE(S) OF INSURANCE.** State shall obtain from Recipient a certificate(s) of insurance for all required insurance before the effective date of this Agreement . The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

## EXHIBIT D

### **Summary of Federal Requirements and Incorporating by Reference Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement ("Master Agreement")**

Recipient and Recipient's subrecipient(s), contractor(s), or subcontractor(s), at any tier, if any, must comply with all applicable federal requirements contained in the Certifications and Assurances available at [www.transit.dot.gov](http://www.transit.dot.gov). The Certifications and Assurances, including as they may be changed during the term of this Agreement, are by this reference incorporated herein.

Recipient further agrees to comply with all applicable requirements included in the Master Agreement that is signed and attested to by State. This Master Agreement is incorporated by reference and made part of this Agreement. Said Master Agreement is available upon request from State by calling (503) 986-3300, or at [www.transit.dot.gov](http://www.transit.dot.gov). Without limiting the foregoing, the following is a summary of some requirements applicable to transactions covered by this Agreement and the funds described in Exhibit A:

1. Recipient shall comply with Title VI of the Civil Rights Act of 1964 (78 State 252, 42 U.S.C. § 2000d) and the regulations of the United States Department of Transportation (49 CFR 21, Subtitle A). Recipient shall exclude no person on the grounds of race, religion, color, sex, age, national origin, or disability from the benefits of aid received under this Agreement. Recipient will report to State on at least an annual basis the following information: any active lawsuits or complaints, including dates, summary of allegation, status of lawsuit or complaint including whether the Parties entered into a consent decree.
2. Recipient shall comply with FTA regulations in Title 49 CFR 27 Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance which implements the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act of 1990, 49 CFR 37, and 49 CFR 38.
3. Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Recipient's DBE program, if applicable, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to State of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
4. Recipient must include the following language in each subagreement Recipient signs with a subcontractor or subrecipient:

*The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The contractor, subrecipient, or subcontractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor, subrecipient, or subcontractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Recipient deems appropriate.*

5. By executing the Agreement, Recipient and contractors receiving in excess of \$100,000 in federal funds, other than Indian tribes, certify to State that they have not and will not use federal funds to pay for influencing or attempting to influence an officer or employee of any federal department or Agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any federal grant, cooperative agreement or any other

federal award as well as the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, cooperative agreement, or other federal award. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. If non-federal funds have been used to support lobbying activities in connection with the Project, Recipient shall complete Standard Form LLL, Disclosure Form to Report Lobbying and submit the form to State at the end of each calendar quarter in which there occurs an event that requires disclosure. Restrictions on lobbying do not apply to influencing policy decisions. Examples of prohibited activities include seeking support for a particular application or bid and seeking a congressional earmark.

**COLUMBIA COUNTY**  
Department of Finance and Taxation



ST. HELENS, OR 97051

230 Strand St., Room 254  
Direct (503) 397-0060  
Fax (503) 397-7251  
[www.co.columbia.or.us](http://www.co.columbia.or.us)

September 25, 2019

Board of Commissioners

Re: Annual County Donations – Board meeting 10/2/19

After discussion with Louise Kallstrom and County Counsel, we would like approval from the Board to release the annual checks for County donations as follows:

\$5,000 to CAT for AAA Seniors  
\$1,000 to Columbia Pacific Food Bank  
\$500 to RSVP

We would also like to discuss issuing a standing Board resolution to release these funds out of the Economic Development fund going forward when budgeted for.

I've attached a trial balance showing the account these donations will come out of.

I would like a motion to approve the donations for this fiscal year as shown above and approval to draft a standing resolution for future fiscal years.

Thank you,

LaVena Sullivan  
Contracts & Procurement Specialist

# Columbia County

230 Strand Street  
St. Helens, OR 97051



Description	Budget	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
Economic Development Fund					
Community Donations	20,000.00				
AAA - CAT, AAA Seniors Program			5,000.00	0.00	
Maci - Columbia Pacific Food Bank			1,000.00	0.00	
- for benefit of RSVP CRF&R			500.00	0.00	
Var: 13,500.00	20,000.00	0.00	6,500.00	0.00	6,500.00
EXPENSE Totals:	20,000.00	0.00	6,500.00	0.00	6,500.00
Totals:	20,000.00	0.00	6,500.00	0.00	6,500.00
	-20,000.00	0.00	6,500.00	0.00	6,500.00
	-20,000.00	0.00	6,500.00	0.00	6,500.00

*cut, but not released yet.*



# DEADLY PHYSICAL FORCE PLAN



JEFF AUXIER  
COLUMBIA COUNTY DISTRICT ATTORNEY



BRIAN E. PIXLEY  
COLUMBIA COUNTY SHERIFF

Columbia County  
Use of Deadly Physical Force  
Planning Authority

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# Members of the Planning Authority

1. Columbia County District Attorney (co-chair)
2. Columbia County Sheriff (co-chair)
3. Chief Deputy, Columbia County Sheriff's Office
4. Lieutenant, Oregon State Police
5. Sergeant, Oregon State Police
6. Municipal Police Chief, Scappoose Police Department
7. Police Officer / Labor Union Representative, St. Helens Police Department
8. Public member at Large
9. Police Officer / Labor Union Representative, Rainier Police Department

On about April 1st, 2008, this Plan was approved by a unanimous vote of the Planning Authority, and submitted for approval to governing bodies of the following jurisdictions. On the \_\_\_\_\_ day of \_\_\_\_\_, 201, this document was reviewed, revised and adopted by unanimous vote and submitted for approval to the governing bodies.

Columbia County .....	Approved/ <del>Disapproved</del>
City of Scappoose .....	Approved/ <del>Disapproved</del>
City of St. Helens .....	Approved/ <del>Disapproved</del>
City of Columbia City .....	Approved/ <del>Disapproved</del>
City of Rainier .....	Approved/ <del>Disapproved</del>
City of Clatskanie .....	Approved/ <del>Disapproved</del>
City of Vernonia .....	Approved/ <del>Disapproved</del>
Oregon State Police .....	Approved/ <del>Disapproved</del>

Upon receiving a vote of approval from 2/3 or more of the above jurisdictions, this Plan was submitted to the Attorney General, who approved the Plan on \_\_\_\_\_, 2019.

## Preamble

The use of deadly physical force by law enforcement personnel is a matter of critical concern both to the public and to the law enforcement community. The purpose of this Plan is not to set the standards for the use of such force, or to be a substitute for agency policy regarding use of force, but rather to provide a framework for a consistent response to an officer's use of deadly physical force that treats the law enforcement officer fairly, and promotes public confidence in the criminal justice system.

## Section 1: Administration

- (1) In the event that a member of the planning authority is unable to continue to serve, a replacement shall be appointed as provided in Section 2(1) of Senate Bill 111, Oregon Laws 2007.
- (2) There shall be nine (9) voting members of the Planning Authority. The approval of the Plan, elements or revisions thereof, shall be by majority vote.
- (3) The presence of 2/3 of the voting members shall be required in order to hold any vote.
- (4) Any meeting of a quorum of the voting members of the Planning Authority is subject to Oregon's open meeting law.

## Section 2: Applicability of the Plan

- (1) This plan shall be applicable, as set forth herein, to any use of deadly physical force by a police officer acting in the course of and in furtherance of his/her official duties, occurring within Columbia County.

## Section 3: Definitions

**Agency** Means the law enforcement organization employing the officer who used deadly physical force.

**Plan** Means the final document approved by the Planning Authority, adopted by two-thirds of the governing bodies employing law enforcement agencies within Columbia County, and approved by the Attorney General. Any approved revisions shall become a part of the Plan.

**Police Officer** Means a police officer or reserve officer as defined in ORS 181.610 and who is employed by a law enforcement agency to enforce the criminal laws of the State of Oregon.

**Deadly** Means physical force that under the circumstances in which it is used is

<b>Physical Force</b>	readily capable of causing death or serious physical injury, as defined in O.R.S. 161.015(3)
<b>Serious Physical Injury</b>	Has the same meaning as “serious physical injury” as defined in ORS 161.015(8).
<b>Physical Injury</b>	Means impairment of physical condition or substantial pain that does not amount to “serious physical injury.”
<b>Involved Officer</b>	Means the person whose official conduct, or official order, was the cause in fact of the death of a person. “Involved Officer” also means an officer whose conduct was not the cause in fact of the death, but who was involved in the incident before or during the use of deadly physical force, including a “witness officer,” and this involvement was reasonably likely to expose the officer to a heightened level of stress or trauma.
<b>Body-Cam</b>	Means an audio / video recorder that is worn on the person of the officer and is used to create a real-time recording of an incident or event that occurs within the “view” of the camera.
<b>Dash-Cam</b>	Means an audio / video recorder that is mounted on or within a law enforcement vehicle and may include multiple cameras at different locations on or within the vehicle. The Dash-Cam is used to create a real-time recording of an incident or event that occurs within the “view” of the camera(s).

## Section 4: Immediate Aftermath

- (1) When an officer uses deadly physical force, the officer shall immediately take whatever steps are reasonable and necessary to protect the safety of the officer and any member of the public.
  - (a) After taking such steps, the officer shall immediately notify his or her agency of the use of deadly physical force.
  - (b) Thereafter, the officer, if able, shall take such steps as are reasonably necessary to preserve the integrity of the scene and to preserve evidence.
  - (c) Upon request, the officer shall provide a preliminary Public Safety Statement regarding the circumstances of the incident or event as is necessary to protect persons and property, identify outstanding suspects, direction of travel, discharge of firearm(s), preserve any evidence, and to provide a framework for the investigation.

The on-scene supervisor shall use the Public Safety Statement card that is provided by the supervisor's employing agency, as mentioned in section 9(2) and listed in Appendix "A" of this plan, to conduct the Public Safety Statement interview with the involved officer(s). If possible, only the on-scene supervisor and the involved officer should be present during the Public Safety Statement. If multiple officers are involved, the same supervisor should conduct the Public Safety Statement with each involved officer individually.

The on-scene supervisor shall read each of the questions on the Public Safety Statement card provided as-written and shall write down the involved officer's responses.

Details of the incident learned from the Public Safety Statement(s) should be used to guide the course of the investigation.

- (2) If the use of deadly physical force results in physical injury only, the Agency may employ its own resources to investigate and document the incident.
  - (a) This section does not prohibit the Agency from requesting investigative assistance from an outside law enforcement agency.

## Section 5: Serious Physical Injury/Death

When the use of deadly physical force results in death or serious physical injury to any person, in addition to the requirements of Section 4 (1) of this Plan, and notwithstanding agency policy, the following provisions apply:

- (1) Upon the arrival of additional officers, sufficient to manage the scene, each Involved Officer shall be relieved of the above duties set forth in Section 4 (1) of the Plan, and the duties shall be re-assigned to uninvolved police personnel.
- (2) As soon as practicable, each Involved Officer shall leave the scene, as directed by his or her supervisor, and be offered an opportunity for a medical examination. If the officer is not in need of medical treatment, the officer shall be taken to the Agency office or other designated secure location. If requested by the Involved Officer, the officer's union representative shall be notified.

As soon as is practicable, and prior to each officer leaving the scene, if possible, each involved officer will be photographed fully.

- (3) As soon as practicable, the duty weapon of any officer who fired their weapon shall be seized by investigators, and replaced with a substitute weapon, if appropriate. The seizure of the weapon will include a count of expended or

unexpended rounds in the weapon and their relative position in the weapon at the time of the examination by investigators.

Any officer who was in the immediate vicinity where weapons were fired shall have their duty weapon(s) inspected for indication of firing and seized if the weapon reasonably appears to have been discharged. Any weapon seized pursuant to this section will undergo an examination of the weapon as described earlier in this section.

Photographs depicting the results of the above-described weapons examination will be taken of all weapons seized.

(4) Interview of an “Involved Officer”:

As used in this section “interview” refers to formal interview of the officer by assigned investigative personnel that occurs a reasonable time after the incident, and after the officer has had an opportunity to consult with counsel, if so desired.

- (a) The interview of the involved officer(s) who discharged a firearm during a use of deadly physical force incident resulting in death or serious physical injury, shall occur after a reasonable period of time to prepare for the interview and taking into account the emotional and physical state of the officer(s). The interview shall occur no sooner than 48 hours after the incident, but may occur later than 48 hours as set by any pertinent Collective Bargaining Agreement, unless this waiting period is waived by the officer.
- (b) The waiting period does not preclude an on-scene preliminary Public Safety Statement interview with the officer(s) to assess and make an initial evaluation of the incident.
- (c) The on-scene supervisor shall take immediate action to stabilize the situation, ensure notification of the appropriate staff and agencies.
- (d) The scene shall be secured and managed consistent with the control of any other major crime scene. Only personnel necessary to conduct the investigation shall be permitted access to the scene. When it is determined that no evidence will be contaminated or destroyed, the officer(s) involved may conduct a “walk through” to assist in the investigation.

The “walk through” will be attended by investigators. Involved officers who participate in the “walk through” may be accompanied by legal counsel, an accompanying officer, or both. The “walk through” will be recorded using either audio or audio/video equipment.

Prior to being interviewed, involved officers may view only those body-cam recordings that were captured by camera(s) that were worn on their own person and may view no other recordings from body-cams worn by other officers.

Prior to being interviewed, involved officers may view only those dash-cam recordings that were captured by audio / video equipment installed on or within the law enforcement vehicle the involved officer was driving or was a passenger in when the law enforcement vehicle arrived at the location the recording was captured, and may view no other dash-cam recordings.

- (5) For at least 72 hours immediately following an incident in which the use of deadly physical force by a police officer resulted in the death of a person, a law enforcement agency may not return an Involved Officer to duties that might place the officer in a situation in which the officer has to use deadly force.
- (6) Officer(s) involved in discharging his or her firearm that results in death or serious physical injury shall immediately be placed on administrative leave until such time as sufficient information exists to determine the justification in the use of deadly physical force and that the officer(s) have had an opportunity for mental health counseling with an outcome that no issues would preclude the officer(s) from performing the duties of a police officer.
- (7) In the 6 months following a use of deadly physical force incident that results in a death, or at any time the jurisdictional agency head deems appropriate, the Agency shall offer each Involved Officer a minimum of two opportunities for mental health counseling. The officer shall be required to attend at least one session of mental health counseling.
  - (a) At agency expense, the involved officer (s) shall be scheduled for an appointment with a licensed mental health counselor for a counseling session with a follow-up session scheduled at a date determined by the mental health professional.
  - (b) The counseling sessions are not to be considered fitness for duty evaluations, and are to be considered privileged between the officer and counselor.
- (8) After consultation with the involved officer, the Agency or officer shall notify the officer's family according to the Agency's SOP, order or other policy regarding such notification.
- (9) As soon as practicable after the arrival of a supervisor, notification shall be made to the District Attorney as provided in Section 7(1) of this Plan.



- (a) This provision does not prevent the Agency from requiring additional notification requirements within their respective agency policies.
- (10) In the event of a use of deadly force that results in death or serious physical injury, the investigation shall be conducted by the Columbia County Major Crime Team (M.C.T.), pursuant to the existing written agreement creating the MCT, which has been adopted and approved by each jurisdiction employing a law enforcement agency. At a minimum, the agreement shall provide for:
- (a) A mission statement.
  - (b) Who will be the supervisor of the investigating officers, and the manner in which conflicts of interest will be resolved.
  - (c) The membership of the team, and the manner for selecting the members.
  - (d) Investigative protocols that do not conflict with the requirements of this Plan.
  - (e) Training of the members in the investigation of use of deadly force incidents.
  - (f) The assignment of at least one officer from an agency other than the involved officer's agency.
  - (g) The assignment of at least one officer from the involved officer's agency.
- (11) In the event that a conflict exists in the use of the M.C.T., the Involved Officer's Agency and the District Attorney shall consult and determine the appropriate manner in which the investigation will proceed.
- (12) The assignment of outside investigative personnel does not preclude the agency involved from conducting an investigation for administrative purposes as established by that agency and as set forth in the M.C.T. agreement. Such investigations may be necessary for civil preparation, determination of policy violations or training issues.
- (13) In order to preserve the integrity of the investigation and prosecution, if one occurs, the scene supervisor and investigative supervisor shall notify all involved officers to refrain from making public statements about the investigation, until

such time as the investigation has concluded and the District Attorney has made a determination regarding the criminal responsibility of all involved persons.

- (14) The Agency shall designate a representative to make an initial public statement about the incident. Such statement shall include:
  - (a) The time and place of the incident.
  - (b) The condition of any suspect.
  - (c) The nature of the use of deadly physical force.
- (15) Prior to a final determination being made by the District Attorney, the District Attorney and the primary investigative agency shall consult with each other and make a public release of information as is deemed appropriate.

## Section 6: Investigation Protocols

- (1) The investigation, at a minimum, shall consist of:
  - (a) Eyewitness interviews.
  - (b) Evidence collection.
  - (c) Scene documentation.
  - (d) Background interviews.
  - (e) Involved Officer interview(s)
- (2) The investigation shall be documented in written reports:
  - (a) The MCT shall include in the Standard Operating Procedure, a provision regarding the filing of reports regarding the criminal investigation. All police reports regarding the criminal investigation shall be made available to the MCT.
  - (b) Following any use of force by a police officer who is employed by any Columbia County law enforcement agency, that results in the death of a person, the employing law enforcement agency, or designee, shall promptly report the following information to the Oregon Department of Justice and to the Plan Administrator:
    - i. The name, gender, race, ethnicity and age of the decedent.
    - ii. The date, time and location of the incident.

- iii A brief description of the circumstances surrounding the incident.
- (c) All police reports shall be provided to the District Attorney and to the designated Plan Administrator, as identified in Section 10 of this plan.

## Section 7: District Attorney

- (1) When an incident of the use of deadly physical force by an officer occurs, and death or serious physical injury results, the agency shall, as soon as practicable notify the District Attorney's Office.
  - (a) Notification shall be made to the District Attorney, Chief Deputy, or other senior member of the District Attorney's staff.
- (2) When a use of deadly physical force by an officer occurs, and death or serious physical injury results, the District Attorney, and/or a senior member of his staff will consult with the agency regarding the investigation and implementation of the other elements of this plan.
- (3) The District Attorney has the sole statutory and constitutional duty to make the decision on whether to present a matter to a Grand Jury.
  - (a) Preliminary Hearings will not be used as a method of reviewing an officer's use of deadly force.
  - (b) The District Attorney will consult with the investigating agency and make the decision on whether to present the case to a Grand Jury.
    - (1) The timing of the decision will be made by the District Attorney at such time as he/she has determined that sufficient information is available to competently make the decision.
  - (c) If the District Attorney decides to present a case to the Grand Jury, the District Attorney shall promptly notify the investigating agency, the involved officer's agency, and the involved officer's representative.
  - (d) If the District Attorney decides that the investigation reveals that the officers use of deadly force was justified under Oregon law, and that Grand Jury review is unnecessary, the District Attorney shall so notify the Agency, the involved officer, the involved officer's representative, and the public.
- (4) If the use of deadly physical force results in physical injury to someone other than a police officer, upon completion of the investigation, all investigative information shall be forwarded to the District Attorney for review.

## Section 8: Debriefing

The use of deadly physical force by an officer has the potential to create strong emotional reactions which have the potential to interfere with an officer's ability to function. These reactions may be manifested immediately, or over time. Further, these reactions may occur not only in an officer directly involved in the incident, but also in other officers within the Agency.

The requirements of this section provide a minimum framework, and are not intended to take the place of Agency policy. Agencies are encouraged to develop formal procedures to deal with an officer's stress response following a use of deadly force incident. Such policies should include a procedure that is implemented from the time of the incident and continue over time.

- (1) Upon a final determination by the District Attorney, the Agency shall conduct an internal review of the matter for compliance with agency policy. Such review, at a minimum shall include a review of the incident with the involved officer.
- (2) If the incident is of such a magnitude that agency-wide morale is implicated, the Agency shall take such steps as it deems necessary to ensure professional police services are provided, and to develop strategies to restore morale.
- (3) Each agency shall provide for a process for any officer who makes a request, to participate in a critical incident debriefing.
- (4) If available, agencies should encourage officers to take advantage of Employee Assistance Programs, and if appropriate, agencies should request assistance from other agencies that may have in place formal programs for dealing with critical incidents.

## Section 9: Reporting, Training, Outreach

- (1) Each law enforcement agency within Columbia County shall promulgate a policy addressing the Use of Deadly Physical Force by its police officers. Each law enforcement agency within Columbia County shall submit a copy of their policy addressing the use of Deadly Physical Force to the Administrator of the plan for inclusion in the plan. The Administrator of the plan shall include the policy from each agency in the plan and ensure that all policies are submitted by agencies as required. Each law enforcement agency within Columbia County, shall include in the agency policy regarding the Use of Deadly Force, a provision regarding engaging members of the community in a discussion regarding the agency's policies on the use of deadly force, and well as discussions regarding the use of deadly force by the agency's personnel.

- (2) Each law enforcement agency within Columbia County shall provide a copy of this Plan to every officer, incorporate the plan into agency policy documents and provide training to officers on the implementation of the plan. Additionally, each agency will provide necessary materials to supervisors of their agency so the supervisors have the Public Safety Statement questions listed in Appendix “A” available for use at the scene of a use of deadly force investigation.
- (3) Upon the conclusion of the investigation, the announcement by the District Attorney pursuant to Section 7(3) of this Plan, and the debriefing, the Agency shall complete the Attorney General’s report regarding the use of force, and submit the report to the District Attorney, Plan Administrator (see Section 10) and the Attorney General.
- (4) Each agency that is a signer to this agreement shall abide by the conditions and requirements set forth in Senate Bill 111 and in ORS 181.640 or any subsequent DPSST rule or O.A.R. developed pursuant to the bill. Each agency shall develop an internal monitoring system to ensure compliance with this section.
- (5) Pursuant to Section 10 of this agreement, a Plan Administrator will be selected. The Plan Administrator will take steps to publicize the existence and content of this plan, including but not limited to public meetings and discussions and media releases. The Plan Administrator will cause public notification of this plan to occur on an annual basis.
- (6) Prior to the adoption of this Plan, the Planning Authority shall take steps to engage the Columbia County community in a discussion regarding the purpose of the Plan, and the elements contained therein. Such steps shall include, but are not limited to general public release of the draft, discussion with the media, providing the draft to agency employees, union representatives, elected officials, and members of relevant boards or commissions.

## Section 10: Fiscal Impact

- (1) At the conclusion of each fiscal year following the adoption of the Plan, each agency shall submit to the administrator of the Plan, a report outlining the fiscal impact of each element of the Plan as described in Sections (a) to (e) of Section 2 (4) of Senate Bill 111, Oregon Laws 2006.

The administrator of the plan shall be selected pursuant to a majority vote of the members of the Deadly Physical Force Planning Authority from willing candidate agencies.

## Section 11: Plan Revision

- (1) The Planning Authority shall meet, at least, annually to review and discuss the operation of the Plan and the MCT.
- (2) If a revision of the Plan becomes advisable, based on the experience of agencies signing this agreement, the Planning Authority shall meet and discuss such a revision. If the Planning Authority adopts a revision, such revision shall be submitted for approval as provided by Senate Bill 111.

## Section 12: Signatures

### CITY OF ST. HELENS

By: \_\_\_\_\_  
Rick Scholl, Mayor

Date Signed \_\_\_\_\_

Attest: \_\_\_\_\_  
John Walsh, City Administrator

APPROVED AS TO FORM

\_\_\_\_\_  
City Attorney

### CITY OF SCAPPOOSE

By: \_\_\_\_\_  
Scott Burge, Mayor

Date Signed \_\_\_\_\_

Attest: \_\_\_\_\_  
City Manager

APPROVED AS TO FORM

\_\_\_\_\_  
City Attorney

### CITY OF COLUMBIA CITY

By: \_\_\_\_\_  
Casey Wheeler, Mayor

Date Signed \_\_\_\_\_

Attest: \_\_\_\_\_  
City Administrator

APPROVED AS TO FORM

\_\_\_\_\_  
City Attorney

**CITY OF RAINIER**

By: \_\_\_\_\_  
Jerry Cole, Mayor

Date Signed \_\_\_\_\_

Attest: \_\_\_\_\_  
City Administrator

APPROVED AS TO FORM

\_\_\_\_\_  
City Attorney

**CITY OF CLATSKANIE**

By: \_\_\_\_\_  
City Manager

Date Signed \_\_\_\_\_

**CITY OF VERNONIA**

By: \_\_\_\_\_  
Rick Hobart, Mayor

Date Signed \_\_\_\_\_

Attest: \_\_\_\_\_  
City Administrator

APPROVED AS TO FORM

\_\_\_\_\_  
City Attorney



**COUNTY OF COLUMBIA**

By: \_\_\_\_\_  
Henry Heimuller, County Commissioner

Date Signed \_\_\_\_\_

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

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

Attest: \_\_\_\_\_  
Board Secretary

APPROVED AS TO FORM

\_\_\_\_\_  
Sarah Hanson, County Counsel

**OREGON STATE POLICE**

By: \_\_\_\_\_  
Lt. Andrew Merilla

**INTERGOVERNMENTAL AGREEMENT  
FOR COLUMBIA COUNTY MAJOR CRIMES TEAM**

This agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2019 by and between the State of Oregon, by and through the Oregon State Police (the "State"), the City of Scappoose ("Scappoose"), the City of St. Helens ("St. Helens"), the City of Columbia City ("Columbia City"), the City of Rainier ("Rainier"), the City of Clatskanie ("Clatskanie"), the City of Vernonia ("Vernonia"), by and through their respective police departments, and Columbia County ("County") by and through its Sheriff's Office ("Sheriff") and District Attorney's Office ("DA"), which are referred to hereinafter in the singular as "agency or party", and collectively as "agencies or parties";

**RECITALS**

- A. 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
- B. WHEREAS, the parties desire to establish an accepted means to coordinate the efficient and effective delivery of mutual aid and mutual assistance between and among their law enforcement agencies for the investigation of major crimes; and
- C. WHEREAS, the parties desire to provide mutual aid and mutual assistance to one another at a reasonable cost by eliminating duplication where feasible and making the most efficient and effective use of their resources; and
- D. WHEREAS, the parties desire to provide for an efficient system of implementing and coordinating interagency cooperation between their law enforcement agencies; and
- E. WHEREAS, the parties desire to provide specific guidelines, policies and procedures for the investigation of officer-involved incidents where deadly physical force is used; and
- F. WHEREAS, the parties entered into an Intergovernmental Agreement for the Columbia County Major Crimes Team in both 2004 and 2013, and desire to supersede those Agreements by the terms of this agreement;

**NOW, THEREFORE**, under authority of Chapter 190, Oregon Revised Statutes, and in consideration for the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Intergovernmental Agreements for the Columbia County Major Crimes Team dated in 2004 and 2013, are hereby terminated.

2. DEFINITIONS AND FUNCTIONS: The following definitions shall have the following meaning when used in this Agreement. Functions are as stated for those defined entities.

**Commented [C1]:** I recommend putting your definitions in alphabetical order.

- A. **Agency or party:** The parties to this Agreement and any public body as defined in ORS 30.260(4)(a) or 30.260(6) that later becomes a party to the Agreement.
- B. **Agency of Primary Responsibility (APR)** The agency whose geographical jurisdiction the major crime or event falls within. In the event the major crime or incident occurs within the city limits of an incorporated city, the city police department will be the APR. In the event the major crime or incident occurs in an unincorporated portion of Columbia County, the County will be the APR. In the event the major crime or incident occurs along State highways, State parks or on State property, the State will be the APR.

For an APR that is a city police department, the Chief of Police will be the Jurisdictional Agency Head. For an APR that is Columbia County, the Sheriff will be the Jurisdictional Agency Head. For an APR that is the State of Oregon, the Jurisdictional Agency Head shall be designated by a State official.

If the Jurisdictional Agency Head for any city police department is unable to perform the functions of the position, the role of Jurisdictional Agency Head will transition to the next jurisdictional agency, which is the Sheriff. If the Sheriff is unable to perform the functions of the position, the role of Jurisdictional Agency Head will transition to the next jurisdictional agency, which is the Oregon State Police.

- C. **Assistant Resource Coordinator:** The Assistant Resource Coordinator will be an individual selected by the MCU who will assist and support the activities of the Resource Coordinator. The Assistant Resource Coordinator shall be a full-time supervisor employed by an agency, but shall not be employed by the same agency as the Resource Coordinator. Following initial appointment by the MCU, the Assistant Resource Coordinator will serve a two-year term, beginning on an odd numbered year.
- D. **Deadly Force Incident:** A Deadly Force Incident is an incident involving two or more individuals and involving employees representing one or more agency. During the incident, force is used by a full-time, part-time, sworn, unsworn or volunteer police officer and the force used is readily capable of causing death or serious physical injury, based on the totality of the circumstances. The parties agree that the final determination of whether or not an incident is a “Deadly Force Incident” will be made within the parameters of the Columbia County Deadly Physical Force Plan, which is attached hereto as Exhibit 1, and is incorporated herein by this reference.
- E. **District Attorney:** The District Attorney should be notified of all MCT activations. The District Attorney will work with, or assign an attorney to work with, the APR and the MCT.
- F. **Incident Commander:** The Incident Commander (IC) manages, coordinates and directs all aspects of the overall incident or event, including a Major Crimes Team (MCT) response. Where the incident or event involves only law enforcement activities and resources, the role of IC will be filled by the Jurisdictional Agency Head. Should the scope of the incident or event require involvement beyond those of law enforcement (i.e. public works, medical, red cross, etc.) the IC will designate the Jurisdictional Agency Head as the Director of the Law Enforcement Branch.

**Commented [C2]:** Who will be the Assistant until you get to an odd numbered year?

Nothing in this document prohibits the Jurisdictional Agency Head from acting as IC. Where appropriate, the IC and the Law Enforcement Branch Director, (when designated), will employ the concepts of National Incident Management System and the Incident Command System, including Unified Command, in dealing with MCT training or incidents.

- G. **Investigator:** Officer assigned by the employing agencies to the role of investigator, see Section 4.E.
- H. **Lead Investigator:** The Lead Investigator is selected by the APR Jurisdictional Agency Head in consultation with the District Attorney, and is the individual responsible for the direction of the criminal investigation. The Lead Investigator's employing agency shall have the right to decline the assignment of their officer to the Lead Investigator position. Nothing in this agreement would prohibit the Resource Coordinator or the Assistant Resource Coordinator from acting as the Lead Investigator.
- I. **Major Crimes/Cases:** The team will be available to respond and investigate the following major crimes/cases;
  - a. Homicide;
  - b. Deaths requiring criminal investigation;
  - c. Serial Crimes (i.e., rape);
  - d. Kidnap First Degree;
  - e. Other high profile, complex cases;
  - f. Conflict of interest cases
  - g. Deadly force incidents
- J. **Major Crimes Team-Command Unit (MCU):** The Police Chiefs and Sheriff of the agencies and the ranking member involved with the Oregon State Police, who have signed this agreement, shall jointly comprise the MCU. The MCU is responsible for management and supervision of the Major Crimes Team.
- K. **Medical Examiner:** The Medical Examiner should be notified of all MCT investigation where death of a human is involved and the circumstances of the death are as listed in ORS 146.090.
- L. **Mutual Aid:** The provision of additional personnel, equipment, or expertise by one law enforcement agency for the primary benefit of another law enforcement agency to assist in responding to an emergency situation. The term includes, but is not limited to, the provision of additional personnel, equipment, or expertise by one law enforcement agency to another law enforcement agency in relation to major crimes investigation.
- M. **NIMS:**The National Incident Management System, an element of which is the Incident Command System (ICS.), and includes Unified Command.
- N. **Police Officer, Peace Officer, General Authority Oregon Police Officer:** Police Officer means a full-time, fully compensated police officer commissioned by the State of

**Commented [C3]:** I don't understand the purpose of this definition.

**Commented [C4]:** I'm not clear why you want to limit the agreement to full time Police Officers; v. certified reserve officers.

Oregon or any full-time, fully compensated police officer commissioned by a public agency or unit of local government of the State of Oregon to enforce the criminal laws of Oregon and includes the definitions contained or employed in ORS 181.610 and ORS 190.472, as now enacted or hereafter amended. For purposes of this agreement the term also includes full-time, part-time, sworn, unsworn or volunteer police officers.

- O. **Requesting Agency:** The agency requesting mutual aid.
- P. **Resource Coordinator:** The Resource Coordinator will be an individual selected by the MCU. The Resource Coordinator will be responsible for coordinating MCT deployment, providing training for the MCT and assisting the Incident Commander and the Lead Investigator. The Resource Coordinator shall be a full-time supervisor employed by an agency. Following initial appointment by the MCU, appointment to the Resource Coordinator position will be for a period of two (2) years, beginning on an even numbered year. No single agency shall provide the Resource Coordinator for two or more consecutive two-year appointment periods unless approved by the MCU.

Commented [C5]: Why specify even v. odd years?

**3. TEAM COMPOSITION:** The MCT shall be composed of:

- A. Incident Commander or Law Enforcement Branch Director,
- B. Lead Investigator;
- C. Resource Coordinator and Assistant Resource Coordinator; and
- D. Depending on availability, each agency will appoint at least one team member from their Police Officer staff. Ideally, each agency will appoint more than one member. Team members shall be non-probationary employees assigned by their employing agency heads or designee.
- E. Each agency may assign non-police resources to the team, as available. (i.e. Evidence Technician, Support Staff or Polygrapher)

**4. ROLES AND FUNCTIONS OF TEAM MEMBERS:**

- A. The Incident Commander (IC) shall be the manager of the event or incident and all subordinate groups and elements will report to the IC. Depending on the scope of the incident, the IC may be a City Mayor or some other non-law-enforcement official. In such an event, the IC will designate the Jurisdictional Agency Head as the Law Enforcement Branch Director. Depending on the complexity of the incident or event, the I.C. may create an Operations Section, Planning Section, Logistics Section and/or Finance/Admin Section and appoint the appropriate Section Chiefs.

The IC or Law Enforcement Branch Director may create additional branches or units as needed to support the investigation. These units may include but are not limited to a traffic control unit, a crime scene security unit, a chaplain unit, an evidence technician unit, a canine unit, etc.

The IC may create and staff the following positions, as needed, to support the IC

- Liaison Officer;
- Safety Officer;

- Public Information Officer (PIO).
- B. The Lead Investigator shall report to the I.C. or Law Enforcement Branch Director and will function as the practical head of the investigation. The Lead Investigator will lead and direct the actual investigation and function within the parameters set by the IC or Law Enforcement Branch Director, making assignments among team members and securing investigative resources, requesting additional investigators and releasing team members that are not needed to return to their agencies. Agencies agree that the IC / Law Enforcement Branch Director and the Lead Investigator have operational control of the major crime or incident and of the officers employed by agencies and assigned to the MCT response.

The Lead Investigator is responsible for briefing, or arranging briefings for the IC, Law Enforcement Branch Director or the Jurisdictional Agency Head and the assigned prosecutor from the District Attorney's Office as to the status of the case.

The Lead Investigator shall participate in the investigation, as deemed necessary and ensure that a complete and comprehensive investigation is conducted and that all related reports are submitted to the District Attorney's office for case review and prosecution consideration.

- C. The Investigators assigned to the MCT will conduct the investigation, control the crime scene, interview witnesses, collect and process evidence, examine the scene, direct and supervise forensic personnel and advise and consult with the District Attorney, other team members and the APR.
- D. The Resource Coordinator shall assist and support the Lead Investigator in the direction and management of the event or incident during team activation. The Resource Coordinator will be the person responsible for the coordinating MCT deployment, coordinating training for the MCT and assisting the MCU.

#### **5. TEAM ACTIVATION:**

- A. Each agency is responsible for keeping the Resource Coordinator or Assistant Resource Coordinator advised of the current primary and alternate MCT members, including their contact and alternate phone numbers. The Resource Coordinator or Assistant Resource Coordinator is responsible to keep Columbia 911 Communications District (C911CD) advised of the identity and contact information for all MCT members.
- B. The MCT may be activated by the agency head or designee for the APR any time a Major Crime occurs within the APR jurisdiction. An agency head may designate authority to activate the MCT to any member of its organization, as desired. Nothing in this agreement requires an agency or agency head to utilize the MCT for any investigation except as stated in section 9(H) below.
- C. Team activation shall be initiated by contacting the C911CD and directing that the MCT

be activated. C911CD will then follow the published protocol, provided by the Resource Coordinator, to activate the team.

- D. The Resource Coordinator or Assistant Resource Coordinator will contact the Agency Head, or designee, of the APR and determine the general facts surrounding the event that precipitated the call-out. The Resource Coordinator will then ensure that the preliminary team call-out already conducted by C911CD represents adequate preliminary staffing for the event to be investigated. The Resource Coordinator may alter or revise the preliminary call-out, as he/she deems necessary.

**6. TERM OF AGREEMENT:**

**This Agreement shall be effective on the date last signed, below, and shall continue for a term of 5 years unless earlier terminated.**

Thereafter, this agreement will automatically renew for an additional period of five years. Should an agency choose to withdraw from this agreement, the agency shall provide a minimum thirty (30) days advance written notice to the other agencies. Upon withdrawal of an agency, this agreement shall continue in effect for the remaining parties

- 7. **AMENDMENTS:** At any time after commencement of this agreement, any agency may request a modification of the terms and conditions. A request for modification shall be made in writing and shall provide the reason for the modification. Upon agreement of a majority of the parties to the modification, the agreement will be amended.

**8. INDEMNITY:**

SUBJECT TO THE LIMITS OF THE OREGON TORT CLAIMS ACT, AS SET FORTH IN ORS 30.260 TO 30.300 AND ARTICLE XI, SECTIONS 7 AND 10 OF THE OREGON CONSTITUTION, EACH PARTY SHALL INDEMNIFY, DEFEND, SAVE, AND HOLD HARMLESS, THE OTHER PARTIES, THEIR OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES FOR THE INDEMNIFYING PARTY'S TORTS AND FOR THOSE OF ITS OFFICERS, AGENTS AND EMPLOYEES ACTING WITHIN THE SCOPE OF THEIR EMPLOYMENT OR DUTIES AS SET FORTH IN ORS 30.265. NOTWITHSTANDING THE FOREGOING, NO PARTY SHALL BE REQUIRED TO INDEMNIFY THE OSP BEYOND THE LIMITATIONS ON LIABILITY OF LOCAL PUBLIC BODIES FOR PERSONAL INJURY AND DEATH AS SET FORTH IN SECTION 4, SENATE BILL 311, 2009.

**9. DEADLY PHYSICAL FORCE**

- A. In 2007 the Oregon Legislature approved Senate Bill 111, Oregon Laws 2007, which created the Columbia County Deadly Physical Force Planning Authority. As directed by the bill, the planning authority created and propagated the Columbia County Deadly

Physical Force Plan. In 2008 the plan was approved by all governing bodies in Columbia County and by the Oregon Attorney General and was signed by each of the bodies. The plan remains in force in Columbia County.

- B.** The Columbia County Deadly Physical Force Plan is attached hereto and made part hereof by reference and is labeled “Appendix A” to this agreement.
- C.** The parties agree that the Columbia County Deadly Physical Force Plan will be the controlling document when addressing incidents or events that fit within the parameters of that plan and nothing in this agreement will take precedence over that plan.
- D.** The parties agree that any time a police officer, in any of the parties’ jurisdictions, uses deadly physical force that results in injury or death to any person, the public and the law enforcement profession demand a thorough, complete and fair investigation. The parties will continue to strive to obtain these goals and these standards are promulgated to result in the very best investigations possible. The purpose of this Agreement is to integrate the various police agencies in the county, in order to insure the continued high quality of investigations throughout the county, to provide training and experience to all agencies, to insure consistency, and to provide sufficient resources to guarantee that even the most complex situations are investigated in a comprehensive and timely manner.
- E.** To properly recognize and accommodate the various interests in the various rules of law which may be involved in any incident, investigation of these matters must be performed under two separate investigative formats: Criminal Investigation and Administrative Investigation. The policies and procedures set down in this agreement are specifically designated to provide defined guidelines for implementing and conducting a comprehensive criminal investigation. The criminal investigation has absolute investigative priority over any administrative investigation. The criminal investigation shall begin as soon after the incident has occurred as possible.
- F.** Any subsequent administrative investigation deemed to be appropriate will be the responsibility of the employing agency and, therefore, will not be addressed in this agreement. While the criminal investigators do not direct their investigative attention to administrative concerns, it is recognized by the member agencies that the results of the criminal investigation are an appropriate matter of interest to the employing agency for its internal use and the results of the criminal investigation shall be made fully available to the employing agency for that purpose.
- G.** Nothing in this agreement should be deemed to supersede member agency’s personnel policies or procedures or any labor contracts with labor organizations or associations.
- H.** The use of deadly force by a sworn, unsworn or volunteer police officer in Columbia County shall be investigated by the MCT, unless the District Attorney, in consultation with the Jurisdictional Agency Head, proposes a different agency to direct the investigation. Agency heads of the agencies hereby agree to waive their discretion in activating the MCT as defined in Section 5(B), above, for this defined set of incidents



- I. Nothing in this agreement precludes the employing agency from having full access to any involved officer and/or employee.

**10. MISCELLANEOUS:**

- A. Each MCT member is accountable to his/her agency for his/her conduct, performance and activities as a law enforcement officer.
- B. MCT members should attend any call-outs, critiques and training sessions.
- C. Officers (employees) of agencies will remain fully employed by their parent agencies and parent agencies agree to continue to provide all wages, benefits and Worker's Compensation coverage for their employees during the time their employees are assigned to the MCT for training, events or incidents. All parties to this Agreement expressly disavow any co-employment theory that would result in any party to this agreement being held liable for any wages, benefits or workers compensation for any agency officer (employee), other than their own employees, participating as a member of the MCT. Parent agencies retain ultimate authority over all aspects of the continued employment of their officers except that the parent agencies grant authority for operational management to the MCT commanders while that Agency employee is participating in MCT operations, call-outs and trainings. Officers (employees) will be held responsible for adherence to both the department policies of their parent agencies and the policies and procedures of the MCT. Prior to any deployment with the MCT, it shall be the responsibility of each individual MCT member to identify and bring to light any conflicts in policies between MCT policies and Agencies' policies so that any conflicts may be resolved.
- D. Each member agency shall pay for the ordinary wear and tear and routine maintenance of its equipment. Additionally, each member agency shall pay for the repair or replacement of its own property.
- E. An agency (or its designee) will provide staff members as described herein to participate in an investigation based on the agency's ability to provide assistance, as determined in the sole discretion of the agency.
- F. All press releases shall be the responsibility of the APR and should be crafted in cooperation with the PIO designated by the IC. All press releases should be made available to the media via the designated PIO or Joint Information Center (JIC). The release of information must be approved by the MCT Incident Commander and by the Lead Investigator and, when reasonably possible, with the District Attorney or his/her designee.
- G. The member agencies agree that in the event they are the APR, they will take the following steps to support the investigation;

- Assure proper protection of the crime scene; and
  - Request the C91 ICD to activate the MCT in accordance with currently provided call-out protocols (member agencies will provide arrival information for team members as quickly as possible after call-out);
  - Assist MCT members as possible; and
  - Prepare reports for actions taken and provide them to both the MCT and the District Attorney.
- H. The APR will be responsible for storage of evidence related to the case under investigation. Evidence handling and storage must be in compliance with agency policies and procedures for the proper protection and maintenance of evidence. In cases where there is difficulty storing the evidence, other arrangements may be made after consultation with the Lead Investigator and I.C. In any case, unnecessary additions to the chain of custody should be avoided and integrity of evidence maintained.
- I. Nothing in this agreement will impact the rendering of mutual aid or mutual assistance between member agencies or non-member agencies for situations or events not involving the MCT.
- J. If the investigation undertaken by the MCT involves a death that is reasonably suspected to be the result of the distribution or use of a controlled substance, the MCT investigators may contact the Columbia Enforcement Narcotics Team or any other group for assistance or consultation, at the discretion of the Lead Investigator and I.C.
- K. Any Oregon law enforcement agency not a party to this agreement at its inception may become a party to it by signing the agreement after being authorized to do so by its governing body. Upon the signing of the agreement by the additional party, the agreement shall become binding among all the parties that have signed the agreement.
- L. The failure of any party to enforce a provision of this agreement shall not constitute a waiver of that provision or any other provision of this agreement.
- M. Captions and headings used in this agreement are inserted for convenience of reference only and are not intended to affect the interpretation or construction of the agreement.
- Whenever possible, each provision of this agreement shall be interpreted in such a way as to be effective and valid under applicable law. If any provision of this agreement is adjudged invalid, such adjudication shall not affect the remainder of such provision or the remaining provisions of this agreement.
- N. Only a written instrument, executed by all of the parties to it, may amend this agreement.
- O. Every person signing this agreement hereby represents to all the others that they are duly authorized by their unit of local government to enter into this agreement.

**CITY OF ST. HELENS**

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

Date Signed \_\_\_\_\_

Attest: \_\_\_\_\_  
City Administrator

APPROVED AS TO FORM  
\_\_\_\_\_  
City Attorney

**CITY OF SCAPPOOSE**

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

Date Signed \_\_\_\_\_

Attest: \_\_\_\_\_  
City recorder

APPROVED AS TO FORM  
\_\_\_\_\_  
City Attorney

**CITY OF COLUMBIA CITY**

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

Date Signed \_\_\_\_\_

Attest: \_\_\_\_\_  
City Recorder

APPROVED AS TO FORM  
\_\_\_\_\_  
City Attorney

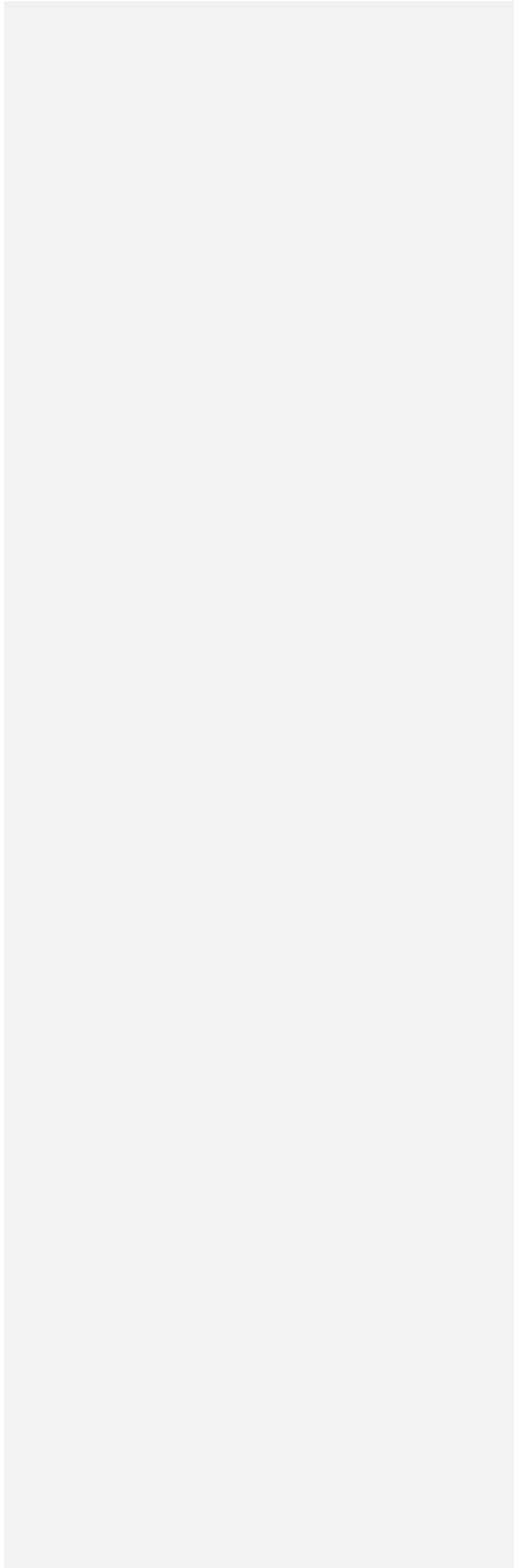
**CITY OF RAINIER**

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

Date Signed \_\_\_\_\_

Attest: \_\_\_\_\_  
City recorder

APPROVED AS TO FORM  
\_\_\_\_\_  
City Attorney



**CITY OF CLATSKANIE**

By: \_\_\_\_\_  
City Manager

Date Signed \_\_\_\_\_

**CITY OF VERNONIA**

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

Date Signed \_\_\_\_\_

Attest: \_\_\_\_\_  
City Recorder

APPROVED AS TO FORM

\_\_\_\_\_  
City Attorney

**COLUMBIA COUNTY**

By: \_\_\_\_\_  
Henry Heimuller, County Commissioner

Date Signed \_\_\_\_\_

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

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

Attest: \_\_\_\_\_  
Board Secretary

APPROVED AS TO FORM

\_\_\_\_\_  
County Attorney

**OREGON STATE POLICE**

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

Date Signed \_\_\_\_\_

