

# COLUMBIA COUNTY

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## BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON

Wednesday, October 16, 2019

10:00 a.m. – Room 310

### BOARD MEETING AGENDA

#### CALL TO ORDER/FLAG SALUTE

#### MINUTES:

- October 09, 2019 Board Meeting
- October 09, 2019 Work Session

#### VISITOR COMMENTS – 5 MINUTE LIMIT

#### MATTERS:

First and second reading, Ordinance No. 2019-6, In the Matter of Adopting Columbia County Livestock at Large Nuisance Ordinance

#### CONSENT AGENDA:

- A. Ratify the Select to Pay for 10.14.19
- B. Order No. 74-2019 In the Matter of Adopting the Columbia County Investment Policy
- C. Order No. 78-2019 In the Matter of Adopting the Columbia County Deadly Physical Force Plan
- D. Approve the appointment of Rachel Kroon as a member of the Columbia County Fair Board, Position #4 with a term to expire January 1, 2022 and authorize the Chair to sign.

#### AGREEMENTS/CONTRACTS/AMENDMENTS:

- E. C98-1-2018 Amendment 1 to Personal Services Contract for Teen and Family Transition Program

- F. C106-2019-3, Amendment No. 3 to Agreement No 159805 with the Oregon Health Authority for the Financing of Public Health Services and Authorize Chair to sign
- G. C136-2019, Permit and Hold Harmless Agreement with the City of St. Helens for Holiday Decorations at the Courthouse Plaza and authorize the Chair to sign.
- H. C138-2019, Intergovernmental Agreement with Clatsop County for Injection Drug Use Harm Reduction Services.
- I. C139-2019, Oregon Department of Transportation Local Agency Agreement No. 33796 for Scappoose-Vernonia Road Bridge

**DISCUSSION ITEMS:**

**COMMISSIONER HEIMULLER COMMENTS:**

**COMMISSIONER MAGRUDER COMMENTS:**

**COMMISSIONER TARDIF COMMENTS:**

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

# **Attachment 1**

## **COLUMBIA COUNTY INVESTMENT POLICY**

**2019**

## Table of Contents

1. Purpose .....	1
2. Governing Authority .....	1
3. Scope .....	1
4. General Objectives .....	1
5. Standards of Care .....	2
6. Transaction Counterparties: Broker Dealers, Investment Advisors and Depositories .....	3
7. Administration and Operations .....	5
8. Suitable and Authorized Investments .....	8
9. Investment Parameters .....	10
10. Investment Strategy .....	13
11. Investment of Proceeds from Debt Issuance .....	13
12. Investment of Reserve or Capital Improvement Funds .....	14
13. Guideline Measurement and Adherence .....	14
14. Reporting and Disclosure .....	14
15. Policy Maintenance and Considerations .....	16
Background and definitions .....	17



## **1. PURPOSE**

This Investment Policy defines the parameters within which funds held by Columbia County are to be invested. This policy formalizes the framework, pursuant to ORS 294.135, for Columbia County's investment activities to ensure effective and judicious management of funds within the scope of this policy.

These guidelines are intended to be broad enough to allow designated investment staff to function properly within the parameters of responsibility and authority, yet specific enough to adequately safeguard the investment assets.

## **2. GOVERNING AUTHORITY**

Columbia County's investment program shall be operated in conformance with Oregon Revised Statutes and applicable Federal Law. Specifically, this investment policy is written in conformance with ORS 294.035; 294.040; 294.046; 294.047; 294.052; 294.080; 294.125; 294.135; 294.145; 294.155; and 294.810. All funds within the scope of this policy are subject to all applicable federal and State laws, rules, and regulations, as amended. Any revisions or extensions of these sections of the ORS shall be assumed to be part of this Investment Policy immediately upon being enacted.

## **3. SCOPE**

This policy applies to all activities of Columbia County with regard to investing financial assets, except those specifically excluded. Investments of employees' retirement funds, deferred compensation plans, and other similar funds are not covered by this Policy. The amount of funds falling within the scope of this Policy over the next three years is expected to range between \$10 million and \$25 million.

## **4. GENERAL OBJECTIVES**

The primary objectives of investment activities, in priority order, shall be:

### **4.1 Safety:**

- Investments shall be undertaken in a manner that seeks to ensure preservation of capital and protection of investment principal of the overall portfolio.
- Diversification to avoid incurring unreasonable risks regarding specific security types or individual financial institutions and to mitigate credit risk and interest rate risk

### **4.2 Liquidity:**

- The investment portfolio ("portfolio") shall remain sufficiently liquid to meet all reasonably anticipated operating requirements.
- The portfolio should consist largely of securities with active secondary or resale markets.
- Liquidity investments will be primarily Oregon Short Term Fund or qualified bank deposits, which offers next-day liquidity.
- Where possible and prudent, the portfolio will be structured so that investments mature concurrent with anticipated demands.

#### **4.3 Yield – Return:**

- The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into consideration the safety and liquidity needs of the portfolio.

## **5. Standards of Care**

### **5.1 Prudence:**

The standard of prudence to be used by investment officials shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported and appropriate action is taken to control adverse developments within a timely fashion as defined in this policy. The "prudent person" standard states:

"Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived."

The "prudent investor rule" will apply to the Investment Advisor's scope of service, which provides guidelines that requires a fiduciary to invest assets as if they were their own. The decision making process must follow certain guidelines, even if the final result does not satisfy the original intent.

### **5.2 Ethics and Conflicts of Interest:**

Officers and employees involved in the investment process ("investment officials") shall refrain from personal activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Investment Officials shall disclose any material interests in financial institutions with which they conduct business. Disclosure shall be made to the governing body. Investment officials shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Investment Officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of Columbia County. Investment officials shall, at all times, comply with the State of Oregon Government Standards and Practices code of ethics set forth in ORS Chapter 244, as well as the Columbia County Conflict of Interest Policy, as amended.

### **5.3 Delegation of Authority and Responsibilities:**

#### **a. Governing Body**

The Columbia County Board of Commissioners ("BOCC") will retain ultimate fiduciary responsibility for invested funds for the County and its component units. The BOCC will receive reports, pursuant to, and with sufficient detail to comply with ORS 294.085 and 294.155.

*b. Delegation of Authority*

Authority to manage investments within the scope of this policy and operate the investment program in accordance with established written procedures and internal controls is granted to the publically elected County Treasurer, hereinafter referred to as Investment Officer, and derived from the following: ORS 294.035 to 294.053, 294.125 to 294.145, and 294.810. In the event of a vacancy at the County Treasurer position, the Finance Director is authorized to act with all authority of the Investment Officer.

No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Investment Officer. The Investment Officer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials. All participants in the investment process shall seek to act responsibly as custodians of the public trust.

*c. Investment Advisor*

The Investment Officer may engage the services of one or more external investment managers to assist in the management of the entity's investment portfolio in a manner consistent with this investment policy. Investment Advisors may only be hired on a non-discretionary basis. As such, all transactions must be pre-approved in writing by the Investment Officer and compliant with this Investment Policy. If Columbia County hires an Investment Advisor to provide investment management services, the Advisor is authorized to transact with its direct broker dealer relationships on behalf of Columbia County.

## **6. Transaction Counterparties: Broker Dealers, Investment Advisors and Depositories**

### **6.1 Broker/Dealers:**

Process if the County is directly transacting with Broker/Dealers:

The Investment Officer shall determine which broker/dealer firms and registered representatives are authorized for the purposes of investing funds within the scope of this investment policy. A list will be maintained of approved broker/dealer firms and affiliated registered representatives. The following minimum criteria must be met prior to authorizing investment transactions invested directly by the County. The Investment Officer may impose more stringent criteria.

Broker/Dealer firm minimum criteria:

- a. Be registered with the Securities and Exchange Commission (SEC)
- b. Be registered with the Financial Industry Regulatory Authority (FINRA)
- c. Provide most recent audited financials
- d. Provide FINRA Focus Report filings

The approved broker/dealer employees who execute transactions with Columbia County must meet the following minimum criteria:

- a. Be a registered representative with FINRA;
- b. Be licensed by the state of Oregon;
- c. Provide certification (in writing) of having read; understood; and agreed to comply with the most current version of this investment policy.

## Columbia County Investment Policy

The County will annually review the broker dealer list for the following items:

- a. Pending investigations by securities regulators;
- b. Significant changes in net capital;
- c. Pending customer arbitration cases.
- d. Regulatory enforcement actions.

Process if the County is utilizing an Investment Advisor to transact with Broker Dealers: The Investment Officer may utilize the investment advisor's approved broker/dealer list and broker dealer criteria in lieu of the County's. The advisor must submit the approved list to the County annually and provide updates as they occur. The advisor must maintain documentation of appropriate license and professional credentials of broker/dealers on the list. The annual investment advisor broker/dealer review procedures include:

- a. FINRA Certification check
  - i. Firm Profile
  - ii. Firm History
  - iii. Firm Operations
  - iv. Disclosures of Arbitration Awards, Disciplinary and Regulatory Events
  - v. State Registration Verification
  - vi. Financial review of acceptable FINRA capital requirements or letter of credit for clearing settlements.
- b. To be eligible, a financial institution must meet at least one of the following three criteria:
  - i. Be a primary dealer of the Federal Reserve Bank of New York; or
  - ii. Report voluntarily to the F.R.B. of New York; or
  - iii. Affirm that it has met the securities dealers' capital adequacy requirements of the SEC.

*For each investment transaction, the Investment Advisor shall provide the County with a confirmation ticket listing the specific instrument, issuer, coupon, maturity, CUSIP number, par amount, purchase or sale price, transaction date, and other pertinent information.*

### 6.2 Investment Advisors:

An Investment Advisor may be utilized to manage funds and will be selected through a competitive RFP process. The Advisor must meet the following criteria.

- a. The Investment Advisor firm must be registered with the Securities and Exchange Commission (SEC) or licensed by the State of Oregon; (Note: Investment Advisor firms with assets under management > \$100 million must be registered with the SEC, otherwise the firm must be licensed by the State of Oregon);
- b. All Investment Advisor firm representatives conducting investment transactions on behalf of County must be registered representatives with FINRA;
- c. All Investment Advisor firm representatives conducting investment transactions on behalf of the County must be licensed by the State of Oregon;
- d. Contract terms will include that the Investment Advisor comply with the County's Investment Policy.

## Columbia County Investment Policy

A periodic review of all authorized investment advisors under contract will be conducted by the Investment Officer to determine their continued eligibility within the portfolio guidelines. The Investment Advisor must notify the County immediately if any of the following issues arise while serving under a County contract:

- Pending investigations by securities regulators.
- Significant changes in net capital.
- Pending customer arbitration cases.
- Regulatory enforcement actions.

### 6.3 Depositories:

All bank financial institutions that provide deposits, certificates or any other deposit of the County must be either fully covered by the FDIC or the bank must be a participant of the State of Oregon – Public Funds Collateralization Program (PFCP). ORS Chapter 295 governs the collateralization program for banks at the State level. Bank depositories are required to pledge collateral against any public fund deposits in excess of the FDIC insurance amounts. This provides additional protection for public funds in the event of a bank failure. ORS Chapter 295 sets the specific value of the collateral, as well as the types of collateral that are acceptable. ORS Chapter 295 creates a shared liability structure for participating bank depositories, better protecting public funds though still not guaranteeing that all funds are 100% protected.

### 6.4 Competitive Transactions:

The Investment Officer shall ensure a competitive selection of investment purchases.

- a. The Investment Officer shall obtain and document competitive bid information on all investments purchased or sold in the secondary market. Competitive bids or offers should be obtained, when possible, from at least three separate brokers/financial institutions or through the use of a nationally recognized trading platform.
- b. In the instance of a security for which there is no readily available competitive bid or offering on the same specific issue, then the Investment Officer shall document quotations for comparable or alternative securities.
- c. When purchasing original issue instrumentality securities, no competitive offerings will be required as all dealers in the selling group offer those securities at the same original issue price. However, the Investment Officer is encouraged to document quotations on comparable securities.
- d. If an Investment Advisor provides investment management services, the Advisor must retain documentation of competitive pricing execution on each transaction and provide upon request.

## 7. Administration and Operations

### 7.1 Delivery vs. Payment:

All trades of marketable securities will be executed (cleared and settled) by delivery vs. payment (DVP) to ensure that securities are deposited in Columbia County's safekeeping institution prior to the release of funds.



## Columbia County Investment Policy

- a. The Investment Officer shall not pay for any security purchased until sufficient evidence of title to the securities has been received. Evidence of title must be consistent with modern investment, banking and commercial practices and may include physical possession, book entry and automated recordation of such title. However, the Investment Officer or Investment Advisor may instruct one or more custodial agents or banks to accept or release securities as that Investment Officer or Investment Advisor considers advisable to be held in safekeeping for collection of principal and interest or other income; or
- b. The Investment Officer shall not deliver securities to the purchaser of the securities upon sale prior to receiving payment in full for the securities. However, the Investment Officer or Investment Advisor may deliver the securities to any custodial agent or bank upon instructions to hold the securities pending receipt by the custodial agent or bank of full payment for the securities.

### 7.2 Third-Party Safekeeping or Bank Custody:

Securities will be held by an independent third-party safekeeping institution or bank custodian selected by Columbia County. All securities will be evidenced by confirmation receipts in Columbia County's account. Upon request, the safekeeping institution shall make available a copy of its Statement on Standards for Attestation Engagements (SSAE) No. 16. The County will have online access through the safekeeping bank for verification of the account holdings and transactions.

### 7.3 Internal Controls:

The Investment Officer and Board of Commissioners are responsible for establishing and maintaining an adequate internal control structure designed to reasonably assure that invested funds are invested within the parameters of this Investment policy and, protected from loss, theft or misuse. Specifics for the internal controls shall be documented in writing. The established control structure shall be reviewed and updated periodically by the Investment Officer.

The concept of reasonable assurance recognizes that the cost of a control should not exceed the benefits likely to be derived and the valuation of costs and benefits requires estimates and judgments by management. The internal controls shall address the following points at a minimum:

- a. Compliance with Investment Policy
- b. Control of collusion.
- c. Separation of transaction authority from accounting and record keeping.
- d. Custodial safekeeping.
- e. Avoidance of physical delivery of securities whenever possible and address control requirements for physical delivery where necessary.
- f. Clear delegation of authority to subordinate staff members.
- g. Confirmation of transactions for investments and wire transfers in written or digitally verifiable electronic form.
- h. Dual authorizations of wire and automated clearing house (ACH) transfers
- i. Staff training
- j. Review, maintenance and monitoring of security procedures both manual and automated.

#### 7.4 External Auditor:

An external auditor shall provide an annual independent audit to assure compliance with Oregon state law and Columbia County policies and procedures.

#### 7.5 Accounting Method:

At the time of settlement of a purchase, an investment will be booked at cost. Any gain or loss resulting from an investment sold or called will be credited or charged to investment income as of the settlement date of the transaction. Premiums on securities will be amortized to the maturity date unless the security is a callable security then it will be amortized to the call date. Discounts on securities will be accreted to stated maturity date. In the event of a sale before maturity, any remaining premiums or discounts will be credited or charged to income as of the settlement date.

The County shall comply with all legal requirements and generally accepted accounting principles (GAAP). These and the Government Accounting Standards Board (GASB).

Most of the County's available cash will be pooled for investment purposes in the investment portfolio.

Cash not pooled will be restricted to:

- Deferred compensation deposits and investments;
- Cash held with fiscal agents;
- Cash designated for retention of construction payments;
- Petty cash and other funds (e.g. trusts).

These items will earn interest income, if applicable, from the financial institution holding the funds in a trust or fiduciary capacity.

**Portfolio Earnings Allocation** The amount of earnings allocated monthly will be calculated by the General Ledger section based on the following:

- The average monthly cash balance of each eligible fund will be calculated.
- The average monthly yield of the County's investment portfolio will be calculated on an Actual/365-day basis.

**Sale of Securities:** Investments may be sold at a *profit* or loss when the Investment Officer deems that such a decision is prudent to meet the objectives of this policy.

*Securities shall generally be held until maturity with the following exceptions:*

- i. A security with declining credit may be sold early to minimize loss of principal.*
- ii. A security exchange that would improve the quality, yield or target duration in the portfolio.*
- iii. Liquidity needs of the portfolio require that the security be sold.*

**Indemnification Clause:** The County shall indemnify County officials and staff from personal liability for losses that might occur pursuant to administering this investment policy, subject to ORS 294.100.

#### 7.6 Investment of Funds for Other Entities:

Subject to ORS 294.040 and 294.135 to 294.155, the Investment Officer may, after having obtained a written order from the governing body (the Board of Commissioners), invest the surplus funds (as defined in ORS 294.004(6)) belonging to any other political subdivision on a pooled basis in the investments of Columbia County.

Political subdivisions with the Board of Commissioners serving as its governing body will have their funds invested on a pooled basis with County funds.

The Board of Commissioners has not provided a written order authorizing the investment of surplus funds for other political subdivisions in the investments of Columbia County. Therefore, this policy does not contemplate the investment of these funds.

### 8. Suitable and Authorized Investments

#### 8.1 Permitted Investments:

The Oregon State Investment Officer maintains a list of agencies and instrumentalities of the United States with available obligations that any political subdivision of the State of Oregon may invest in under ORS 294.035 and 294.040. Investments shall be in compliance with this list.

This policy recognizes S&P and Moody's as the major Nationally Recognized Statistical Ratings Organizations (NRSRO).

In the case of split ratings, where the major NRSROs issue different ratings, the lower rating shall apply. Minimum credit ratings and percentage limitations apply to the time of purchase.

The following investments are permitted pursuant to ORS 294.035, 294.040, and ORS 294.810.

**US Treasury Obligations:** U.S. Treasury and other government obligations that carry the full faith and credit guarantee of the United States for the timely payment of principal and interest. [ORS Section 294.035(3)(a)]

**US Agency Obligations Primary Issuers:** Government Sponsored Enterprises (GSEs) – Federal Instrumentality Securities include, but are not limited to Federal National Mortgage Association (FNMA), the Federal Home Loan Mortgage Corporation (FHLMC), Federal Home Loan Banks (FHLB), and the Federal Farm Credit Banks (FFCB).

**US Agency Obligations Secondary Issuers:** Other US government sponsored enterprises that are less marketable are considered secondary GSEs. They include, but are not limited to: Private Export Funding Corporation (PEFCO), Tennessee Valley Authority (TVA), Financing Corporation (FICO) and Federal Agricultural Mortgage Corporation (Farmer Mac).



## Columbia County Investment Policy

**Municipal Debt:** Lawfully issued debt obligations of the States of Oregon, California, Idaho and Washington and political subdivisions of those states if the obligations have a long term rating on the settlement date of Aa3 or better by Moody's Investors Service or AA- or better by S&P.

**Corporate Indebtedness** Corporate indebtedness must be rated on the settlement date Aa3 or better by Moody's Investors Service or AA- or better by S&P.

**Commercial Paper:** Commercial Paper that is rated A1+/P1 on settlement date and has long term bonds which have a minimum rating of AA- by Standard and Poor's or Aa3 by Moody's. Issuer constraints for commercial paper combined with corporate notes will be limited by statute to 5% of market value per issuer.

**Bank Time Deposits/Savings Accounts:** Bank Time Deposits and savings accounts in insured institutions as defined in ORS Section 706.008, in credit unions as defined in ORS Section 723.006, or in federal credit unions, if the institution or credit union maintains a head office or a branch in this state [ORS Section 294.035(3)(d)]. All financial institutions that provide deposits must be either fully covered by the FDIC or the bank must be a participant of the State of Oregon – Public Funds Collateralization Program (PFCP).

**Certificates of Deposit:** Certificates of deposit in insured institutions as defined in ORS Section 706.008, in credit unions as defined in ORS Section 723.006, or in federal credit unions, if the institution or credit union maintains a head office or a branch in this state [ORS Section 294.035(3)(d)]. Certificates of deposit into financial institutions outside of Oregon are allowed if the Investment Officer deposits the funds into a depository in Oregon and the Oregon depository participates in a program pursuant to ORS Section 295.004

**Banker's Acceptance** A short-term credit investment created by a non-financial firm and guaranteed by a qualified financial institution whose long-term letter of credit rating is at least AA- by Standard and Poor's or Aa3 by Moody's at the time of purchase. (ORS 294.035(3)(h)(A))

**Oregon Short Term Fund:** The Local Government Investment Pool (LGIP) is a short-term, open-ended, no-load diversified portfolio offered to eligible participants. The LGIP is commingled with the State's short-term funds.

### 8.2 Approval of Permitted Investments:

If additional types of securities are considered for investment, per Oregon state statute they will not be eligible for investment until this Policy has been amended and the amended version adopted by Columbia County.

### 8.3 Prohibited Investments:

The following investments are prohibited:

- **Private Placement or "144A" Securities** Private placement or "144A" securities are not allowed. "144A" securities include commercial paper issued under section 4(2)144A (also known as "4(2)A") of the Securities Act of 1933.

## Columbia County Investment Policy

- **Securities Lending** Columbia County shall not lend securities nor directly participate in a securities lending program.
- **14 Day Settlement:** Columbia County shall not purchase securities with a delayed settlement in excess of 14 business days per ORS statute.
- **Equity Securities and Mutual Funds:** Columbia County is prohibited by statute from purchasing equity securities and mutual funds.
- **US Agency Mortgage-backed Securities** US agency mortgage-backed securities such as those securities issued by FNMA and FHLMC are not allowed.

### 8.4 Collateralization of Bank Demand Deposits, Time Deposits and Certificates of Deposit:

All bank demand deposits, time deposits and Certificates of Deposits shall be held in qualified Oregon depositories in accordance with ORS Chapter 295.

Bank demand deposits in qualified depository institutions are considered cash vehicles and not investments and are therefore outside the scope and restrictions of this policy. Pursuant to ORS 294.035(3)(d), time deposits, certificates of deposit and savings accounts are considered investments and within the scope of this policy.

## 9. Investment Parameters

### 9.1 Credit Risk:

Credit risk is the risk that a security or a portfolio will lose some or all of its value due to a real or perceived change in the ability of the issuer to repay its debt. Credit risk will be mitigated by the following guidelines:

- Diversification** It is the policy of Columbia County to diversify its investments. Where appropriate, exposures will be limited by security type; maturity; issuance, issuer, and security type. Allowed security types and Investment exposure limitations are detailed in the table below.
- Investment Credit Ratings** Investments must have a rating from S&P of AA- or Moody's Aa3. In the case of a split rating the lower of the two ratings will be used. Ratings used to apply the guidelines below should be investment level ratings and not issuer level ratings. The ratings apply to the types of securities identified in the table below.
- Restriction on Issuers With Prior Default History** Per ORS 294.040, the bonds of issuers listed in ORS 294.035 (3)(a) to (c) may be purchased only if there has been no default in payment of either the principal or the interest on the obligations of the issuing county, port, school district or city, for a period of five years preceding the date of the investment.
- Portfolio Credit Rating** The minimum weighted average credit rating of the portfolio's rated investments shall be AA-/Aa3 by Standard & Poor's and Moody's Investors Service respectively.
- Diversification and Credit Exposure Constraints** The following table limits exposures among investments permitted by this policy:

## Columbia County Investment Policy

### Diversification Constraints on Total Holdings:

Issue Type	Maximum % Holdings	Maximum % per Issuer	Ratings S&P	Ratings Moody's
US Treasury Obligations	100%	None	N/A	N/A
US Agency Primary Securities FHLB, FNMA, FHLMC, FFCB	100%	35%	N/A	N/A
US Agency Secondary Securities FICO, FARMER MAC etc.	10%	10%	Security must be rated	Security must be rated
Municipal Bonds (OR, CA, ID, WA)	20%	5%	AA-	Aa3
Corporate Bonds	35%*	5%**	AA-	Aa3
Commercial Paper			A1+	P1
Bank Time Deposits/Savings Accounts	25%	25%	Oregon Public Depository	Oregon Public Depository
Certificates of Deposit	20%	10%	Oregon Public Depository	Oregon Public Depository
Banker's Acceptance	10%	5%	A1+ AA-Underlying	P1 Aa3 Underlying
Oregon Short Term Fund	Maximum allowed per ORS 294.810	None	N/A	N/A

\*35% maximum combined corporate and commercial paper per ORS.

\*\*Issuer constraints apply to the combined issues in corporate and commercial paper holdings.

### 9.2 Liquidity Risk:

Liquidity risk is the risk that an investment may not be easily marketable or redeemable. The following strategies will be employed to mitigate liquidity risks:

- i. The value of at least 10% of funds available for investing will be invested in the Oregon Short Term Fund, with a qualified depository institution, or investments maturing in less than 30 days to provide sufficient liquidity for expected disbursements.
- ii. Funds in excess of liquidity requirements are allowed for investments maturing at a maximum of 5 years. However, longer-term investments tend to be less liquid than shorter term investments. Maturity constraints are described in 9.3 Interest Rate Risk.
- iii. Reserve or Capital Improvement Project monies may be invested in securities exceeding the maximum term if the maturities of such investments are made to coincide as nearly as practicable with the expected use of the funds. These fund will be held in dedicated managed accounts.

### 9.3 Interest Rate Risk:

Longer-term investments have the potential to achieve higher returns but are also likely to exhibit higher market value volatility due to the changes in the general level of interest rates over the life of the investment(s). Interest rate risk will be mitigated by providing adequate liquidity for short term cash needs, and by making longer-term investments only with funds that are not needed for current cash flow purposes. Certain types of securities, including variable rate securities, securities with principal pay-downs prior to maturity, and securities with embedded options, will affect the interest rate risk profile of the portfolio differently in different interest rate environments. The following strategies will be employed to control and mitigate adverse changes in the market value of the portfolio due to changes in interest rates:

- i. Where feasible and prudent, investment maturities should be matched with expected cash outflows to mitigate market risk.
- ii. To the extent feasible, investment maturities not matched with cash outflows, including liquidity investments under one year, should be staggered to mitigate re-investment risk.
- iii. The maximum percent of callable securities in the portfolio shall be 25%;
- iv. The maximum stated final maturity of individual securities in the portfolio shall be five years, except as otherwise stated in this policy.
- v. The maximum portfolio average maturity (measured with stated final maturity) shall be 2.0- years.

<b>Maturity Constraints</b>	<b>Minimum % of Total Portfolio</b>
Under 30 days	10%
Under 1 year	25%
Under 5 years	100%
<b>Maturity Constraints</b>	<b>Maximum of Total Portfolio in Years</b>
Weighted Average Maturity	2.00
<b>Security Structure Constrair</b>	<b>Maximum % of Total Portfolio</b>
Callable Agency Securities	25%

## **10. Investment Strategy**

### **10.1 Liquidity Component:**

The liquidity component of the operating account will be allocated to LGIP, CD's, Bank Deposits, Bankers Acceptances, Commercial Paper and other securities that are specifically matched to known short term liabilities.

### **10.2 Core Investment:**

The investment core fund is determined by analyzing historical and budgeted fund balances and allocating excess liquidity amounts to direct investments. The structure of the investment core fund will be targeted to a selected market benchmark based on the risk and return objectives of the County.

### **10.3 Monitoring and Portfolio Adjustment:**

As a general practice securities will be purchased with the intent to hold to maturity. However, it is acceptable for securities to be sold under the following circumstances:

- a. A security with a declining credit may be sold early to protect the principal value of the portfolio.
- b. The portfolio duration or maturity buckets should be adjusted to reflect better the structure of the underlying benchmark portfolio.
- c. A security exchange that would improve the quality, yield and target maturity of the portfolio based on market conditions.
- d. A sell of a security to provide for unforeseen liquidity needs.

## **11. Investment of Proceeds from Debt Issuance**

Investments of bond proceeds are restricted under bond covenants that may be more restrictive than the investment parameters included in this policy. Bond proceeds shall be invested in accordance with the parameters of this policy and the applicable bond covenants and tax laws.

Funds from bond proceeds and amounts held in a bond payment reserve or proceeds fund may be invested pursuant to ORS 294.052. Investments of bond proceeds are typically not invested for resale and are maturity matched with outflows. Consequently, surplus funds within the scope of ORS 294.052 are not subject to this policy's liquidity risk constraints within section IX (2).

## **12. Investment of Reserve or Capital Improvement Funds**

Pursuant to ORS 294.135(1)(b), reserve or capital improvement project monies may be invested in securities exceeding five years when the funds in question are being accumulated for an anticipated use that is longer than five years, then, upon the approval of the governing body of the county, municipality, school district or other political subdivision, the maturity of the investment or investments made with the funds may occur when the funds are expected to be used.

## **13. Guideline Measurement and Adherence**

### **13.1 Guideline Measurement:**

Guideline measurements will use par value of investments. The yield of the total investment fund will be measured against the yield of the Oregon Local Government Investment Pool, using the monthly net yield of both portfolios. The fair market performance of the long term investment component will be measured to a market index that represents the 0-3 year treasury or 0-5 year treasury benchmark on a total return basis.

### **13.2 Guideline Compliance:**

Guideline compliance shall consist of the following policies:

- a. If the portfolio falls outside of compliance with adopted investment policy guidelines or is being managed inconsistently with this policy, the Investment Officer shall bring the portfolio back into compliance in a prudent manner and as soon as prudently feasible.
- b. Violations of portfolio guidelines as a result of transactions; actions to bring the portfolio back into compliance and; reasoning for actions taken to bring the portfolio back into compliance shall be documented and reported to the Board of Commissioners.
- c. Due to fluctuations in the aggregate surplus funds balance, maximum percentages for a particular issuer or investment type may be exceeded at a point in time. Securities need not be liquidated to realign the portfolio; however, consideration should be given to this matter when future purchases are made to ensure that appropriate diversification is maintained.

## **14. Reporting and Disclosure**

### **14.1 Compliance:**

The Investment Officer shall prepare a report at least quarterly that allows the Board of Commissioners to ascertain whether investment activities during the reporting period have conformed to the investment policy. The report will include, at a minimum, the following:

- a. A listing of all investments held during the reporting period
- b. Average maturity of the portfolio at period-end.
- c. Distribution by type of investment.
- d. Transactions report on quarterly basis identifying transacting broker/dealer firm.



- e. Violations of portfolio guidelines or non-compliance issues that occurred during the prior period or that are outstanding. This report should also note actions (taken or planned) to bring the portfolio back into compliance.

#### **14.2 Performance Standards/Evaluation:**

At least annually, the Investment Officer shall report comparisons of investment returns to relevant alternative investments and comparative Bond Indexes. The performance of the investment portion of the portfolio shall be compared to the performance of alternative investments with a similar risk profile (e.g. market indices such as the 0-3 year or 0-5 year Treasury index).

When comparing performance, all fees and expenses involved with managing the portfolio shall be included in the computation of the portfolio's rate of return.

The market value of the portfolio shall be calculated at least monthly and a statement of the market value of the portfolio shall be issued at least monthly.

#### **14.3 External Reporting:**

The Investment Officer shall establish an annual process of independent review by the external auditor to assure compliance with internal controls and laws surrounding the investment of public funds. Such audit will include tests deemed appropriate by the auditor.

In compliance with ORS 294.155, the Investment Officer that holds and invests funds on behalf of another governmental unit shall at least once a year submit an audited report to that government unit or units within 30 days after receipt of the audit report by the Investment Officer's governing body.

If requested by that body, the Investment Officer shall furnish to it details on the investment transactions for its fund. The Investment Officer shall also provide copies of any investment policy which has been adopted to the custodial officer's governing body upon request.

## **15. Policy Maintenance and Considerations**

### **15.1 Review:**

The investment policy shall be reviewed at least annually to ensure its consistency with the overall objectives of preservation of principal, liquidity and return, and its relevance to current law and financial and economic trends.

The annual review should also serve as a venue to suggest policies and improvements to the investment program, and shall include an investment plan for the coming year.

### **15.2 Policy Adoption and Amendments**

This investment policy and any modifications to this policy must be formally approved in writing by the Board of Commissioners of Columbia County. This policy will be re-adopted annually as may be required by ORS 294.135.

This policy must be submitted to the Oregon Short Term Fund (OSTF) Board for review if:

- i. This policy allows maturities beyond 18 months unless the funds are being accumulated for a specific purpose, including future construction projects, and upon approval of the Board of Commissioners, the maximum maturity date matches the anticipated use of the funds (ORS 294.135(1)(b) and 294.135(3)), and either:
  - a. This policy has never been submitted to the OSTF Board for comment;  
or
  - b. Material changes have been made since the last review by the OSTF Board.



## Background and definitions

What follows is the rationale for the various elements of this investment policy. Every effort should be made by the users and beneficiaries of this policy to understand the philosophy and reasons behind each element of the policy.

**Policy:** The overall policy statement summarizes into a condensed format the entire investment policy.

**Scope:** The scope section explains what funds this policy applies to. It also explains what funds are excluded, and provides an explanation of guidance for investment of those funds.

**Prudence:** To burden a conscientious professional with personal responsibility for default on a single item within a diversified portfolio seems unduly severe. Accordingly, public entities with portfolios of sufficient size are urged to apply the prudence concept to the overall portfolio.

**Objective:** Every investment policy must contain a concise and clear statement of objectives regarding safety of capital, liquidity and return on investment. The effectiveness of the investment program is set by the caliber of the staff, the procedures used, the working environment and the policy guidance provided by governing officials. Through its statement of objectives, the governing body sets the tone and direction of the policy and the investment program.

**Delegation of Authority:** After the investment objectives have been identified, the next element of an investment policy is an explicit delegation of authority to specific investment officials responsible for conducting transactions and managing the entity's investment program.

**Ethics and Conflicts of Interest:** Some governments have adopted conflict of interest legislation that regulates the activities of certain officers and employees. In the investment area, some conflicts may be governed by general code provisions, making separate policies redundant. Some jurisdictions, however, may seek to adopt policies regarding ethical behavior and conflicts of interest.

**Authorized Financial Dealers and Institutions:** The investment policy requires that a set formal process be used to select depositories and brokers/dealers. Because the policy is intended to endure, it does not mention specific firms or depositories. Rather, it provides for a process that will screen out institutions that lack economic viability or whose past practices suggests that the safety of public capital would be impaired if transactions were directed to or through such firms.

**Authorized and Suitable Investments:** The selection of investment instruments to be allowed for investment purposes is a significant policy issue for many governments. Although day-to-day selection of specific instruments should be treated as a management function, the policy should define the general universe. Direction should be specifically given to funds that receive bond proceeds subject to arbitrage considerations.

From the approving authority's perspective, special care must be taken to ensure that the list of instruments includes only those allowed by law and those that local investment managers are trained and competent to handle. Citing of the appropriate statutes for the particular entity as attachments may be appropriate.

## Columbia County Investment Policy

In selecting authorized investments, consideration should be given to credit ratings on bankers' acceptances and collateralization of applicable instruments.

If repurchase agreements are authorized, a Master Repurchase Agreement must be signed with the bank or dealer.

**Collateralization:** Collateralization must be required on any repurchase agreement. This policy addresses such points as market valuation responsibility and timing, safekeeping by an independent third party and evidence of ownership.

**Safekeeping and Custody:** Like private investors, governing officials feel more secure about their entity's investments if they know that the securities are physically safe. The investment policy includes a clause regarding third-party safekeeping and custody of securities and collateral. The policy also addresses the delivery of securities, where Delivery Versus Payment (DVP) is a requirement (i.e. Delivery of securities with a subsequent exchange of money for the securities).

**Diversification:** The Investment Policy states the purpose of diversification --to reduce overall portfolio risks while attaining market average rates of return. Diversification is conceptualized in terms of maturity as well as instrument type and issuer. Thus, the diversification concept in a cash management fund includes prohibition against over concentration in a specific maturity sector, as well as constraining the reliance on specific risky instruments and issuers.

**Maximum Maturities:** To protect public funds from market price losses resulting from rising interest rates, the policy limits the maximum term to maturity on current operating funds' investment to 12 months - the operating budget cycle. While the maximum term to maturity for funds not anticipated to be needed for current operations have a longer term.

**Internal Controls:** The development of internal controls remains a management function. The specific internal control measures are beyond the scope of the investment policy and will be subject to the normal operating procedures of the Investment Officer. The investment policy merely requires that a system of internal controls be established. The policy does provide for the timing of periodic reviews and monitoring of controls. The review of internal controls is not left up to the periodic examination by the External Auditors but review of controls is an ongoing responsibility of the entity.

**Performance Standards:** Much of the investment policy focus is directed toward controls. Yield objectives are also quite important. The long-run interests of Columbia County go beyond simple prudence and safety of funds. The investment policy provides a formal evaluation of performance and operational audits. Market Yield (Benchmark): Columbia County's investment strategy is passive. The policy defines the basis used by the Investment Officer to determine whether average yields are being achieved by comparison to a benchmark.

**Reporting:** Investment reports provide a mechanism for monitoring by the governing body. Periodic flows of information are needed to consider the impact of economic conditions, portfolio changes and the results of investment operations. Reporting also provides written communication regarding investment performance, compliance, and a clear representation of the investment portfolio.

**Investment Advisors:** Columbia County has chosen to utilize an Investment Advisor for assistance in managing its investment practices and portfolio management. Policies surrounding the Investment Advisor are included in the policy.

## Columbia County Investment Policy

**Accounting Method:** A public entity must comply with Generally Accepted Accounting Principles.

**Investment Policy Adoption:** The policy is annually adopted by the Board of Commissioners. In addition, the policy is reviewed by the Oregon Short Term Fund Board.

In the Matter of Adopting the )  
Columbia County Investment Policy ) Order No. 74-2019

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

In the Matter of Adopting the )  
Columbia County Deadly Physical ) Order No. 78 -2019  
Force Plan )

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

# 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 16, 2019

Rachel Kroon  
50643 Birch Ave.  
Scappoose, OR. 97056

Dear Rachel,

The Board of Commissioners are pleased to advise you that you have been appointed to the Columbia County Fair Board, Position #4. Your term will expire January 1, 2022.

This appointment, of course, is subject to your acceptance. Before you can become an active participating member of the Columbia County Fair Board, it is necessary that you be sworn into office. This may be done at your convenience in the office of the County Clerk, on the main floor of the Courthouse, 230 Strand Street, St. Helens, OR. 97051. Hours are 8:30 a.m. to 5:00 p.m., Monday through Friday.

This appointment also requires that you be bonded. This application process will be handled by the Fair Board through our Insurance Agent.

It is a pleasure for us to make this appointment and we look forward to your active participation as a member of the Board.

Sincerely,

Henry Heimuller  
Chair

cc: Columbia County Fair Board

Enclosed: Oregon Government Ethics Law Guide

**AMENDMENT 1**  
**PERSONAL SERVICES CONTRACT (ORS Chapter 279B)**  
**FOR TEEN AND FAMILY TRANSITION PROGRAM**

This Amendment 1 is to the Agreement by and between COLUMBIA COUNTY, a political subdivision of the State of Oregon, hereinafter referred to as "County", and Seth Battles, dba Columbia Counseling & Consultation, hereinafter referred to as "Contractor".

WHEREAS, the County and Contractor entered into a Personal Services Contract for the Teen and Family Transition Program effective on October 1, 2018 (the "Original Agreement"); and

WHEREAS, the completion date of the Original Agreement was June 30, 2019; and

WHEREAS, the Teen and Family Transition Program is funded by State of Oregon Juvenile Crime Prevention funds; and

WHEREAS, the County has entered into an Amendment to Agreement No. 11088 to extend the Juvenile Crime Prevention funding through June 30, 2021; and

WHEREAS, the parties desire to extend the term of the Original Agreement through March 30, 2020;

NOW, THEREFORE, it is hereby agreed as follows:

1. The Personal Services Contract by and between Columbia County and Seth Battles for Teen and Family Transition Program services is hereby amended as follows:
  - A. Section 2., Completion Date is amended to extend the completion date to March 30, 2020.
  - B. Section 4., Contractor's Services, is amended for the contract period from July 1, 2019 to March 30, 2020, to require Contractor to operate the Teen and Family Transition Program as described in the Service Plan and Budget, which are attached hereto as Exhibit 1, and are incorporated herein by this reference, and the Program Summary, which is attached hereto as Exhibit 2, and is incorporated herein by this reference. All services to be provided under this Agreement shall be provided in conformance with Intergovernmental Agreement, Contract #11088 ("IGA# 11088") between the Oregon Department of Education Youth Development Division (the "Agency") and County, and all amendments thereto. Definitions set forth in IGA #11088 are incorporated herein. Contractor hereby acknowledges receipt of the IGA and amendments thereto.
  - C. Section 5., Consideration, is amended for the contract period from July 1, 2019 to March 30, 2020, to require County to pay Contractor on a fee-for-service basis, a total amount not to exceed \$24,450.00, said amount, together with prior amounts paid to Contractor, to be the complete compensation to be paid by County to

Contractor. Payments shall be made quarterly in the amount of \$8,150.00. Payments shall be made upon receipt of funds by the County. Contractor has also agreed to provide \$275.00 worth of services to the Program as an in-kind donation.

2. This Amendment 1 to Personal Services Contract by and between Columbia County and Seth Battles is effective on the date last signed, below, and shall be retroactive to July 1, 2019.
3. Except as expressly amended herein, the Personal Services Contract by and between Columbia County and Seth Battles effective October 1, 2018, remains in full force and effect.

DATED this 1 day of October, 2019.

CONTRACTOR

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

Name: Seth Battles  
(Print Name)

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

By: Seth Battles  
Signature

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

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

Approved as to form

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



Agreement #159805

C106-2019-3



**THIRD 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 Third 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 set of Program Element Descriptions set forth in Exhibit B 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.

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 Program Element titles and funding source identifiers as follows:

PE NUMBER AND TITLE • SUB-ELEMENT(S)	FUND TYPE	FEDERAL AGENCY/ GRANT TITLE	CFDA#	HIPAA RELATED (Y/N)	SUB- RECIPIENT (Y/N)
PE 51 Public Health Modernization: Leadership, Governance & Program Implementation	GF	N/A	N/A	N	N

- Exhibit B Program Element #51 “Public Health Modernization: Leadership, Governance and Program Implementation” is hereby added by Attachment A attached hereto and incorporated herein by this reference.
- Exhibit C entitled “Financial Assistance Award” of the Agreement for FY20 is hereby superseded and replaced in its entirety by Attachment B attached hereto and incorporated herein by this reference. Attachment B must be read in conjunction with Section 3 of Exhibit C.

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 Program Element Description

### **Program Element #51: Public Health Modernization: Leadership, Governance and Program Implementation**

**Program Responsible for Program Element Content:** Policy and Partnerships Unit, Office of the State Public Health Director, Public Health Division

1. **Description.** Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to deliver Public Health Modernization: Leadership, Governance and Program Implementation.

#### **Section 1: LPHA Leadership, Governance and Program Implementation**

- a. **Establish leadership and governance to plan for full implementation of public health modernization.** Develop business models for the effective and efficient delivery of public health services, develop and/or enhance partnerships to build a sustainable public health system, and implement workforce and leadership development initiatives.
- b. **Implement strategies to improve local infrastructure to control communicable disease and reduce health disparities.** Implement local strategies to control communicable disease. Place emphasis on reducing communicable disease-related disparities.

#### **Section 2: Regional Partnership Implementation**

- a. **Establish and maintain a Regional Partnership of local public health authorities (LPHAs) and other stakeholders.** Develop and sustain Regional Infrastructure through a Regional Partnership of LPHAs and other stakeholders.
- b. **Implement regional strategies to control communicable disease and reduce health disparities.** Implement regional strategies to control communicable disease within the region. Place emphasis on reducing communicable disease-related disparities.
- c. **Demonstrate Regional approaches for providing public health services.** Plan and develop business models that support regional infrastructure, share emerging practices and demonstrate how these practices can be applied across the public health system.

The 2016 public health modernization assessment<sup>1</sup> showed that health equity and cultural responsiveness is the least implemented foundational capability across Oregon's public health system, and that one in four people live in an area in which communicable disease control programs are limited or minimal.

Each LPHA is eligible to receive funding under two sections. LPHAs funded under **Section 1: LPHA Leadership, Governance, and Program Implementation** must use funds provided through this Program Element to plan for full implementation of public health modernization and to implement strategies to improve local infrastructure to control communicable disease and reduce health disparities.

LPHAs funded as Fiscal Agents for Regional Partnerships under **Section 2: Regional Partnership Implementation** must use funds provided through this Program Element to establish and maintain a regional approach for communicable disease control that is tailored to a specific communicable disease risk within the region. LPHA must place emphasis on identifying and reducing communicable disease-related disparities. LPHA must demonstrate models for Regional Infrastructure that are scalable in other areas of the state or for other public health programs.

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<sup>1</sup> 2016. Oregon Health Authority. State of Oregon Public Health Modernization Assessment Report. Available at [www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/PHModernizationFullDetailedReport.pdf](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/PHModernizationFullDetailedReport.pdf).

All changes to this Program Element are effective the first day of the month noted in Issue Date of Exhibit C Financial Assistance Award unless otherwise noted in Exhibit C of the Financial Assistance Award.

## 2. Definitions Specific to Public Health Modernization

- a. Foundational Capabilities. The knowledge, skills and abilities needed to successfully implement Foundational Programs.
- b. Foundational Programs. The public health system's core work for communicable disease control, prevention and health promotion, environmental health, and assuring access to clinical preventive services.
- c. Public Health Accountability Outcome Metrics. A set of data used to monitor statewide progress toward population health goals.
- d. Public health accountability process measures. A set of data used to monitor local progress toward implementing public health strategies that are necessary for meeting Public Health Accountability Outcome Metrics.
- e. Public Health Modernization Manual (PHMM): A document that provides detailed definitions for each Foundational Capability and program for governmental public health, as identified in ORS 431.131-431.145. The Public Health Modernization Manual is available at: [http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public\\_health\\_modernization\\_manual.pdf](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf).
- f. Regional Partnership. A group of two or more LPHAs and at least one other organization that is not an LPHA that is convened for the purpose of implementing strategies for communicable disease control and reducing health disparities.
- g. Regional Infrastructure. The formal relationships established between LPHAs and other organizations to implement strategies under this funding.
- h. Regional Governance. The processes and tools put in place for decision-making, resource allocation, communication and monitoring of the Regional Partnership.

- 3. **Program Components.** Activities and services delivered under this Program Element align with Foundational Programs and Foundational Capabilities, as defined in Oregon's Public Health Modernization Manual, ([http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public\\_health\\_modernization\\_manual.pdf](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf)) as well as with Public Health Accountability Outcome Metrics and Process Measures (if applicable) as follows:

**a. Foundational Programs and Capabilities** (As specified in the Public Health Modernization Manual)

Program Components	Foundational Program					Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Population Health	Access to clinical preventive services Direct services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
Asterisk (*) = Primary foundational program that aligns with each component						X = Foundational capabilities that align with each component						
X = Other applicable foundational programs												
Use Leadership and Governance to plan for full implementation of public health modernization (Section 1)	*					X	X	X	X	X	X	X
Implement strategies for local communicable disease and health equity infrastructure (Section 1)	*						X	X	X		X	X
Establish and maintain a Regional Partnership (Section 2)	*					X		X		X		
Implement communicable disease control strategies (Section 2)	*						X	X	X	X	X	X
Demonstrate new approaches for providing public health services (Section 2)	*					X		X		X		X

**b. Public Health Accountability Outcome Metrics:**

The 2017-2019 public health accountability metrics adopted by the Public Health Advisory Board for communicable disease control are:

- Two year old immunization rates
- Gonorrhea rates

LPHA is not required to select two-year old immunization rates or gonorrhea rates as areas of focus for funds made available through this Program Element. LPHA is not precluded from

using funds to address other high priority communicable disease risks based on local epidemiology and need.

**c. Public Health Accountability Process Measure:**

The 2017-19 public health accountability process measures adopted by the Public Health Advisory Board for communicable disease control are listed below. LPHA must select a high priority communicable disease risk based on local epidemiology and need, the following process measures may not be relevant to all LPHAs.

- Percent of Vaccines for Children clinics that participate in the Assessment, Feedback, Incentives and eXchange (AFIX) program
- Percent of gonorrhea cases that had at least one contact that received treatment
- Percent of gonorrhea case reports with complete “priority” fields

**4. Procedural and Operational Requirements.** By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:

**Requirements that apply to Section 1 and Section 2 funding:**

- a. Implement activities in accordance with this Program Element.
- b. Engage in activities as described in its Section 1 and/or Section 2 work plan, once approved by OHA and incorporated herein with this reference. See Attachment 1 for work plan requirements for Section 1.
- c. Use funds for this Program Element in accordance with its Section 1 and/or Section 2 Program Budget, once approved by OHA and incorporated herein with this reference. Modification to the Section 1 and/or Section 2 Program Budget of 10% or more for any line item may only be made with OHA approval.
- d. Ensure the LPHA and/or Regional Partnership is staffed at the appropriate level to address all requirements in this Program Element and to fulfill Section 1 and/or Section 2 work plan objectives, strategies and activities.
- e. Implement and use a performance management system to monitor achievement of Section 1 and/or Section 2 work plan objectives, strategies, activities, deliverables and outcomes.
- f. Participate in calls with OHA to discuss progress toward work plan activities, deliverables and milestones.
  - (1) Section 1: Calls scheduled on an as needed basis.
  - (2) Section 2: Calls scheduled quarterly.
- g. Ensure LPHA administrator, LPHA staff, and/or other partner participation in shared learning opportunities or communities of practice focused on governance and public health system-wide planning and change initiatives, in the manner prescribed by OHA. This includes sharing work products with OHA and other LPHAs and may include public posting.
- h. Participate in evaluation of public health modernization implementation in the manner prescribed by OHA.

**Requirements that apply to Section 1: LPHA Leadership, Governance and Program Implementation**

- i. Implement strategies for Leadership and Governance, Health Equity and Cultural Responsiveness, and Communicable Disease Control, as described in Attachment 1 of this Program Element.

**Requirements that apply to Section 2: Regional Partnership Implementation**

- j. Develop Regional Infrastructure through formation and maintenance of a Regional Partnership of LPHA and other partners.
  - (1) Use a formal Regional Governance structure that includes the Fiscal Agent, other participating LPHAs and non-LPHA partners for decision-making, resource allocation and implementation of OHA-approved regional work plan.
  - (2) Ensure funding is used to support Regional Partnership goals as well as meet the needs of all participating LPHA and partners.
  - (3) Engage with appropriate governing entities to develop business models that support regional infrastructure.
- k. Implement regional strategies to address a specific communicable disease risk for the region with an emphasis on reducing communicable disease-related health disparities.
  - (1) Engage local and/or regional organizations as strategic partners to control communicable disease transmission.
  - (2) Develop and implement a regional system for identification and control of communicable disease with strategic partners.
  - (3) Use established best practices whenever possible.
  - (4) Develop and/or enhance partnerships with Regional Health Equity Coalitions, Federally recognized Tribes, local and regional community-based organizations and other entities in order to develop meaningful relationships with populations experiencing a disproportionate burden of communicable disease and poor health outcomes.
  - (5) Work directly with communities to co-create strategies to control communicable disease transmission. Ensure that health interventions are culturally responsive.
  - (6) Communicate to the general public and/or at risk populations about communicable disease risks.
  - (7) Provide regional training to health care and other strategic partners about communicable disease risks and methods of control. Provide technical assistance to health care and other strategic partners to implement best and emerging practices.
  - (8) Develop and implement a regional system for communications with strategic partners about disease transmission.
  - (9) Demonstrate capacity to routinely evaluate regional communicable disease control systems through the response to disease reports and make changes to practice based on evaluation findings.
  - (10) Work with the state and other local and tribal authorities to plan for and develop regional systems for responding to environmental health threats.
  - (11) Complete an assessment of the region's capacity to apply a health equity lens to programs and services and to provide culturally responsive programs and services within the last five years.

- (12) Complete and implement an action plan that addresses key findings from the regional health equity assessment.

5. **General Budget and Expense Reporting.** LPHAs funded under Section 1 and Section 2 must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of the Agreement. These reports must be submitted to OHA each quarter on the following schedule:

Fiscal Quarter	Due Date
First: July 1 – September 30	October 30
Second: October 1 – December 31	January 30
Third: January 1 – March 31	April 30
Fourth: April 1 – June 30	August 20

6. **Reporting Requirements.**

- a. Have on file with OHA an approved Section 1 and/or Section 2 Work Plan and Budget using the format prescribed by OHA no later than 60 days after OHA notifies LPHA of anticipated funding allocation for the biennium.
- b. Submit Section 1 and Section 2 Work Plan progress reports using the timeline and format prescribed by OHA.
- c. Submit to OHA the following deliverables, in the timeframe specified:
  - (1) For Section 2, A minimum of one new policy (e.g., Memorandum of Understanding, Joint Agreement, County Resolution) describing the Regional Partnership by June 30, 2020
  - (2) If Regional Health Equity assessment and Action Plan have not been submitted to OHA within the past five year, must submit regional health equity assessment and action plan by December 31, 2020
  - (3) For Section 2, At least two additional products (e.g., regional policies for implementation of a best or emerging practice, data sharing agreements, or communication materials) by June 30, 2021

7. **Performance Measures.**

If LPHA funded as Fiscal Agents for Regional Partnerships complete and submit to OHA fewer than 75% of the planned deliverables in its approved Section 1 and/or Section 2 work plan for the funding period, LPHA or Fiscal Agent shall not be eligible to receive funding under this Program Element during the next funding period. The deliverables will be mutually agreed upon as part of the work plan approval process.



## Attachment 1

**Work Plan Menu Options for all LPHAs Receiving funding through  
Section 1: LPHA Leadership, Governance and Program Implementation**

An OHA-approved 2019-21 work plan for Program Element 51 Section 1 requires each LPHA to include Objectives and Strategies under Subsections 1.1 through 1.3 as described in the following tables.

<b>Subsection 1.1: Leadership and Governance</b>
<p><i>Instructions:</i></p> <ul style="list-style-type: none"> <li>- <i>Each LPHA must include Objective 1.1.1 in the PE51 work plan.</i></li> <li>- <i>Each LPHA must include at least one additional Objective (1.1.2 through 1.1.5) in the PE51 work plan.</i></li> </ul>
<p>1. Participate in shared learning opportunities or communities of practice focused on governance and public health system-wide planning. <b>(Required)</b></p> <p>Strategies will include:</p> <ul style="list-style-type: none"> <li>a. Participation in in-person and remote learning communities.</li> <li>b. Project or work plan implementation in between learning community meetings.</li> <li>c. Engagement of leadership, staff and/or partners in learning community activities, as appropriate.</li> </ul>
<p>2. Plan for full implementation of public health modernization across foundational capabilities and programs. Assess and develop models for effective and efficient delivery of public health services</p> <p>Strategies may include:</p> <ul style="list-style-type: none"> <li>a. Engage with appropriate governing entities to develop business models that support partnership infrastructure.</li> <li>b. Ensure the effective management of organizational change.</li> <li>c. Support the performance of public health functions with strong operational infrastructure, including standardized written policies and procedures that are regularly reviewed and revised.</li> <li>d. Collect, analyze and report data for data-driven decision-making to manage organizational and system activities.</li> <li>e. LPHAs may propose other strategies consistent with Public Health Modernization Manual roles and deliverables.</li> </ul>
<p>3. Develop and/or enhance partnerships to build sustainable public health system (e.g., tribes, regional health equity coalitions, CCOs, health systems, early learning hubs)</p> <p>Strategies may include:</p> <ul style="list-style-type: none"> <li>a. Ensure participation of community partners in local public health planning efforts.</li> <li>b. Work with the state and other local and tribal authorities to improve the health of the community.</li> <li>c. LPHAs may propose other strategies consistent with Public Health Modernization Manual roles and deliverables.</li> </ul>

4. Implement workforce and leadership development initiatives

Strategies may include:

- a. Establish workforce development strategies that promote the skills and experience needed to perform public health duties and to carry out governmental public health's mission.
- b. Commit to the recruitment and hiring of a diverse workforce. Develop an ongoing plan for workforce diversity with goals and metrics to track progress.
- c. Assess staff competencies; provide training and professional development opportunities.
- d. LPHAs may propose other strategies consistent with Public Health Modernization Manual roles and deliverables.

5. Develop and implement technology improvements that support effectiveness and efficiency of public health operations.

Strategies may include:

- a. Access local and statewide information and surveillance systems to evaluate the effectiveness of public health policies, strategies and interventions.
- b. LPHAs may propose other strategies consistent with Public Health Modernization Manual roles and deliverables.

**Section 1.2: Health Equity and Cultural Responsiveness: Engage public health staff, community members and stakeholders in the implementation of health equity plans.**

*Instructions:*

- *Each LPHA must include Objectives 1.2.1 and 1.2.2 in the PE51 work plan.*
- *LPHAs that have completed a health equity assessment and developed and implemented a health equity action plan (regionally or as an individual LPHA) must select at least two additional Objectives (#1.2.3 through 1.2.7) to include in the PE51 work plan:*
  - *One Objective must reflect work internal to the health department (#1.2.3 through 1.2.4);*
  - *One Objective must reflect work with partners or community members (#1.2.5 through 1.2.7)*

1. Complete an assessment of the LPHA's capacity to apply a health equity lens to programs and services and to provide culturally responsive programs and services within the last five years. Participation in a health equity assessment (e.g., with 2017-19 public health modernization funding) within the past five years fulfills this requirement. **(Required)**
2. Complete and implement an action plan that addresses key findings from health equity assessment. **(Required)**
3. Develop an ongoing process of continuous learning, training and structured dialogue for all staff.
4. Commit and invest existing and additional resources in recruitment, retention and advancement efforts to improve workplace equity. Establish parity goals and create specific metrics with benchmarks to track progress.
5. Develop and/or enhance partnerships with Regional Health Equity Coalitions, federally recognized tribes, community-based organizations and other entities in order to develop meaningful relationships with populations experiencing a disproportionate burden of communicable disease and poor health outcomes.
6. Work directly with communities to co-create policies, programs and strategies. Ensure that health interventions are culturally responsive.
7. Collect and maintain data, or use data provided by PHD that reveal inequities in the distribution of disease. Focus on the social conditions (including strengths, assets and protective factors) that influence health.

### Subsection 1.3: Communicable Disease Control: Implement strategies to improve infrastructure to prevent and control communicable disease

#### Instructions:

- Each LPHA must include Objective 1.3.1 in the PE51 work plan.
- Each LPHA must select at least one additional Objective (1.3.2 through 1.3.4) to include in the PE51 work plan.

1. Conduct jurisdiction-specific communicable disease control and prevention for communicable diseases. **(Required)**

Strategies may include:

- a. Demonstrate infrastructure for achieving public health accountability metrics, local public health process measures for communicable disease control.
- b. Communicate to the general public and/or at-risk populations about communicable disease risks.
- c. Provide training to health care and other strategic partners about communicable disease risks and methods of control. Provide technical assistance to health care and other strategic partners to implement best and emerging practices.
- d. Demonstrate capacity to routinely evaluate communicable disease control systems through the response to disease reports and make changes to practice based on evaluation findings.
- e. LPHAs may propose other strategies consistent with Public Health Modernization Manual roles and deliverables.

2. Work with partners within a specific jurisdiction to implement communicable disease prevention initiatives.

Strategies may include:

- a. Engage local organizations as strategic partners to control communicable disease transmission.
- b. Develop and implement a system for identification and control of communicable disease with strategic partners.
- c. Develop and implement a system for communications with strategic partners about disease transmission.
- d. LPHAs may propose other strategies consistent with Public Health Modernization Manual roles and deliverables.

3. Implement workforce development initiatives.

Strategies may include:

- a. Training for providers to implement communicable disease prevention initiatives.
- b. LPHAs may propose other strategies consistent with Public Health Modernization Manual roles and deliverables.

4. Utilize local communicable disease investigation and response and emergency preparedness systems to begin planning for environmental health threats.

Strategies may include:

- a. Collect and/or utilize local data to assess potential for environmental health threats.
- b. Work with the state and other local and tribal authorities to plan for and develop regional systems for responding to environmental health threats, including all hazards surge response.
- c. LPHAs may propose other strategies consistent with Public Health Modernization Manual roles and deliverables.

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

State of Oregon Oregon Health Authority Public Health Division			Page 1 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> September 05, 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
PE01-01 State Support for Public Health		62,681	0	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 Program (TPEP)		28,865	0	28,865
PE27-04 PDOP Naloxone Project (SOR)		15,380	0	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
PE51-01 LPHA Leadership, Governance and Program Implementation		0	47,672	47,672
		403,501	47,672	451,173
<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.				

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> September 05, 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>	<b>Award Balance</b>	<b>Increase/ (Decrease)</b>	<b>New Award Bal</b>
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.		
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		
PE51-01 1	9/2019: Funding is for period of October 1, 2019-June 30, 2020		
<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>



**PERMIT AND HOLD HARMLESS AGREEMENT**  
for use of Columbia County Facilities

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

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**Name of Facility:** Courthouse Plaza, Rose Garden, old Courthouse steps, and old Courthouse windows

**Address of Facility:** Columbia County Courthouse, 230 Strand, St. Helens, Oregon

**Name of Event:** Holiday Décor

**Description of the Event:** Permittee will use the Courthouse Plaza, Rose Garden, old Courthouse steps, and old Courthouse windows for holiday decorating.

**Date and Time of the Event:** 8 a.m. December 1, 2019 through 8 a.m. January 4, 2019

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

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

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

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

By:   
(Signature of Authorized Representative)

Name: John Walsh  
(Name of Authorized Representative)

Date:

BOARD OF COUNTY COMMISSIONERS FOR  
COLUMBIA COUNTY, OREGON:

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

Date: \_\_\_\_\_

**INTERGOVERNMENTAL AGREEMENT**  
**By and Between**  
**Columbia County and Clatsop County**

This Agreement is made by and between Columbia County, a political subdivision of the State of Oregon, and Clatsop County, a political subdivision of the State of Oregon.

WHEREAS, Clatsop County and Columbia County are authorized under the provisions of ORS 190.003 to 190.030, and ORS 203.035, to enter into intergovernmental agreements for the performance of any and all functions that they have authority to perform; and

WHEREAS, Clatsop County operates programs that address the harms of injection drug use in Clatsop County, including needle exchanges and naloxone training; and

WHEREAS, Columbia County has received funding from the Oregon Health Authority (Grant Agreement No. 159805-2) to provide services to address the harms of injection drug use in Columbia County, and Columbia County wishes to contract with Clatsop County for needle exchange services, naloxone training, and other harm reduction services in Columbia County; and

NOW THEREFORE, Columbia County and Clatsop County hereby agree, as follows:

1. Program. Clatsop County will provide at least one event per month in Columbia County, at a location mutually agreed upon by the parties, that includes the following services to reduce the harm of injection drug use:
  - a. Safe disposal of used syringes in exchange for new syringes;
  - b. Overdose rescue kits including naloxone, a drug used to reverse opioid overdose;
  - c. Sharps containers for safe storage of used syringes;
  - d. Risk reduction counseling;
  - e. Safer sex supplies; and
  - f. Referrals to medical and mental health care, shelter services, and alcohol and drug treatment.
2. Payment. Columbia County shall pay Clatsop County on a fee-for-service basis, in accordance with Exhibit A, which is attached hereto and incorporated herein by this reference, an amount not to exceed \$13,482 in full, made in monthly payments based upon invoices submitted by Clatsop County.
3. Personnel. No employees will be transferred pursuant to this Agreement. Clatsop County is hereby engaged under this Agreement as an independent contractor.



4. Term. This Agreement shall be effective when signed by the parties and shall expire on June 30, 2020.
5. Termination. Either party may terminate this Agreement for convenience upon 30-days' advance written notice to the other party.
6. Indemnity/Hold Harmless. Clatsop County agrees to indemnify and hold harmless Columbia County, its officers, agents and employees from and against all third party claims, suits, actions, damages, costs, losses and expenses in any manner resulting from, arising out of, or connected to Clatsop County's performance, or failure to perform, its obligations under this Agreement or any other negligent or willful act or omission by Clatsop County. This provision is subject to the limits and provisions of the Oregon Tort Claims Act, ORS 30.260 to 30.300, and as to the County, Article XI, Section 10 of the Oregon Constitution.
7. Insurance. Clatsop County shall maintain comprehensive general liability and property damage insurance in amounts up to the limits of the Oregon Tort Claims Act as to any and all Clatsop County work performed pursuant to this Agreement.
8. Method and Place of Giving Notice. Unless otherwise expressly stated herein, all notices, bills, and payments shall be made in writing and may be given by personal delivery or by mail to the following person at the addresses so indicated:

FOR CLATSOP COUNTY:

Mike McNickle  
820 Exchange Street, Suite 100  
Astoria, Oregon 97103

FOR COLUMBIA COUNTY:

Mike Paul  
230 Strand Street  
St. Helens, Oregon 97051

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

9. Mediation. In the event that a dispute arises between the Parties, out of or relating to this Agreement, the Parties agree to submit to such dispute or a mediator agreed to by both parties as soon as practicable after the dispute arises and preferably before commencement of litigation of any permitted arbitration.
10. Severability. If any term or provision of this Agreement shall be declared invalid or unenforceable, the remainder of this Agreement, including the application of any term or provision to persons or circumstances other than those as to which the application is declared invalid or unenforceable, shall not be affected.

11. Attorney Fees. If suit or action is instituted arising out of this Agreement, each party shall be responsible for its own attorney fees.
12. Governing Law; Venue. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed under the laws of the State of Oregon (without regard to conflicts of law principles). Venue shall lie exclusively in the Circuit Court of the State of Oregon for Columbia County in St. Helens, Oregon.
13. Merger. This Agreement represents the entire agreement between the parties for the services provided herein. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both Parties.
14. Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute an agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in two counterparts.

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

CLATSOP COUNTY

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

By: \_\_\_\_\_  
County Manager

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

Date: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Approved as to form

Approved as to form

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

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

## EXHIBIT A

### Cost Break Down Per Event

Staff time:	\$38.45/hour (1.5 hours x 2 Public Health Nurses)
Indirect:	15% indirect (1.5 hours x 2 Public Health Nurses)
Travel:	\$0.535/mile
Supplies:	Sharps containers and syringes at cost
Disposal:	Included

Each event is estimated to cost \$275 based on the amounts, above.

**LOCAL AGENCY AGREEMENT**  
**State Funded Local Project Program**

Scappoose-Vernonia Road: East Fork Nehalem River Bridge No. 13686A  
Columbia County

**THIS AGREEMENT** ("Agreement") is made and entered into by and between THE STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State" or "ODOT;" and COLUMBIA COUNTY, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

**RECITALS**

1. Agency wishes to exchange unspent federal funds for state funds, in order to fund the Project using state funding. State has determined that Agency is eligible for state funds for the work to be performed under this Agreement through the State Funded Local Project Program. The Parties enter into this Agreement to exchange these funds, identify the Project that will be funded with the state funds, and describe the method State will use to reimburse Agency for work performed on the Project using the state funds, including establishing invoicing requirements and the proportional reimbursement rate.
2. By the authority granted in Oregon Revised Statute (ORS) 190.110, 366.572 and 366.576, state agencies may enter into cooperative agreements with counties, cities, and units of local government for the performance of any or all functions and activities that a party to the Agreement, its officers, or agents have the authority to perform.
3. Scappoose-Vernonia Road is a part of the county road system under the jurisdiction and control of Agency.

**NOW THEREFORE**, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

**TERMS OF AGREEMENT**

1. State and Agency agree to Agency replacing the existing East Fork Nehalem River Bridge No. 13686A with a single span pre-stressed concrete structure, hereinafter referred to as "Project." The Project location and approximate limits are shown on the map marked "Exhibit A," attached hereto and by this reference made a part hereof.
2. The total Project cost for the work to be performed under this Agreement is estimated at \$3,222,600, which is subject to change. Prior to exchanging funds, the federal share of the total Project cost is \$2,891,638.98.

- a. Per the 1:1 fund exchange ratio of state dollars to federal dollars, Agency will exchange \$2,891,638.98 of federal dollars allocated for this Project for \$2,891,638.98 of state dollars.
  - b. State funds under this Agreement are limited to \$2,891,638.98.
3. Upon receipt and approval of Agency's invoice(s), State shall proportionately reimburse Agency 89.73 percent (89.73%) of eligible, actual costs incurred in carrying out the Project, up to the maximum amount of state funds committed for the Project.
4. Agency is solely responsible for any and all costs incurred in excess of the state funds identified in this Agreement. Any unspent state funds will be retained by State and will not be available for Agency use. State shall not reimburse Agency for expenses incurred prior to execution of this Agreement and State's issuance of notice to proceed to Agency.
5. To be eligible for reimbursement, expenditures must comply with the requirements of Article IX, Section 3a of the Oregon Constitution. Eligible costs are defined as reasonable and necessary costs incurred by the Agency in performance of the Project.
6. The term of this Agreement will begin upon the date all required signatures are obtained and will terminate upon completion of the Project and ODOT's receipt of Agency's final invoice but no longer than ten (10) calendar years following the date of final execution. The Project must be completed and Agency must invoice ODOT before the term of this Agreement expires. If the Project is not completed and invoiced before the Agreement expires, any previous funds reimbursed to Agency must be returned to ODOT within ten (10) calendar days from Agency's receipt of ODOT's request to return the funds.

## **AGENCY OBLIGATIONS**

1. Agency shall perform the work described in Terms of Agreement, paragraph 1 of this Agreement.
2. **Americans with Disabilities Act Compliance:**
  - a. Agency shall ensure that the Project, including all sidewalks, curb ramps, and pedestrian-activated signals, is designed, constructed and maintained to comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA").

Agency may follow its own processes or may use ODOT's processes for design, construction, or alteration of Project sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction

Specifications, providing a temporary pedestrian accessible route plan and current Curb Ramp Inspection form, available at:

<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>;

Additional ODOT resources are available at the above-identified link. ODOT has made its forms, processes, and resources available for Agency's use and convenience.

- b. Agency assumes sole responsibility for ensuring that the Project complies with the ADA, including when Agency uses ODOT forms and processes. Agency acknowledges and agrees that ODOT is under no obligation to review or approve Project plans or inspect the completed Project to confirm ADA compliance.
- c. Agency shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs and include accessibility features equal to or better than the features present in the existing pedestrian route. Agency shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations prior to the start of construction.
- d. Agency shall ensure that any portions of the Project under Agency's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Agency ensuring that:
  - i. Pedestrian access is maintained as required by the ADA,
  - ii. Any complaints received by Agency identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
  - iii. Agency, or abutting property owner, pursuant to local code provisions, performs any repair or removal of obstructions needed to maintain the facility in compliance with the ADA requirements that were in effect at the time the facility was constructed or altered,
  - iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
  - v. Applicable permitting and regulatory actions are consistent with ADA requirements.
- e. Maintenance obligations in this section shall survive termination of this Agreement.

3. Except as otherwise provided in Agency Obligations paragraph 2 above, Agency agrees that the Project shall be developed in conformance with the applicable American Association of State Highway and Transportation Officials (AASHTO) standards, including the current edition of A Policy on Geometric Design of Highways and Streets.
4. Except as otherwise provided in this Agreement, State and Agency agree that the bridge design shall meet the American Association of State Highway and Transportation Officials (AASHTO) Load Resistance Factor Design (LRFD) Bridge Design Specifications (current version), AASHTO Guide Specifications for LRFD Seismic Bridge Design, and ODOT Load and Resistance Factor Rating (LRFR), Tier 2 Load rating.
5. Agency shall comply with all terms of federal National Environmental Policy Act (NEPA) and other federal permit provisions required for this Project.
6. Agency shall submit all of the following items to State's Project Manager, at Project completion and prior to final payment:
  - a. Final Project Completion Inspection Form 734-5063 (completed with State's Project Manager);
  - b. Final Cost;
  - c. As-Constructed Drawings
7. Agency or its consultant must email the following information for any bridge project to: [bridge@odot.state.or.us](mailto:bridge@odot.state.or.us), and to the State's Senior Local Bridge Standards Engineer at: [Holly.M.Winston@odot.state.or.us](mailto:Holly.M.Winston@odot.state.or.us). This information must be received within ninety (90) days of the issuance of Second Notification pursuant to Oregon Standard Specification 00180.50(g), or Agency's approved equivalent:
  - a. Structural Analysis Information (if applicable);
  - b. Foundation Report;
  - c. Hydraulic Report including Scour Analysis.
  - d. Pile Records and drill logs (if applicable);
  - e. Final Load Rating calculation with a stamped report containing all files electronically to the State's Senior Local Bridge Standards Engineer;
  - f. Notify State's Local Agency Bridge Inspection Coordinator at [Richard.J.King@odot.state.or.us](mailto:Richard.J.King@odot.state.or.us), and [bridge@odot.state.or.us](mailto:bridge@odot.state.or.us) to ensure the initial inspection will be scheduled; and
  - g. Inspection with State's Project Manager under this Agreement, State's Region Senior Structural Designer, or State's Senior Local Bridge Standards Engineer.

8. Agency shall submit, prior to final payment, required bridge plans, reports, and documentation to State's Project Manager and Senior Local Bridge Standards Engineer, using an electronic files package: MicroStation file and PDF file output that shows all red-line as-constructed markups of plan sheets (and additional files listed below, if applicable to the Project). Agency shall follow the file naming convention required in the Bridge Computer Aided Drafting Manual located at:

[https://www.oregon.gov/ODOT/Bridge/Docs\\_BDDM/2019-05\\_BCM.pdf](https://www.oregon.gov/ODOT/Bridge/Docs_BDDM/2019-05_BCM.pdf)

- a. In the "AsConstructedPlans" folder on State's FTP directory (available at the following link): <ftp://ftp.odot.state.or.us/AsConstructedPlans/>, Agency shall create a subfolder under the "Bridge" folder using the bridge numbers shown in this Agreement for each bridge for the subfolder name. Agency shall place the PDF files in these folders, including:
- i. **11 inch x 17 inch PDF plan sheets** stamped and signed - as-constructed markups, containing final construction notes.
  - ii. Agency shall also place copies in same FTP folder the reports/records identified in Agency Obligations, paragraph 7 of this Agreement.
- b. Agency shall send email notification to State's Project Manager and Senior Local Bridge Standards Engineer [Holly.M.WINSTON@odot.state.or.us](mailto:Holly.M.WINSTON@odot.state.or.us) and to the [bridge@odot.state.or.us](mailto:bridge@odot.state.or.us) mailbox after placing files on FTP site (include link to applicable FTP subfolder in email).
9. **Project Change Request (PCR) Process** – Agency must obtain approval from State's Bridge STIP Coordinator and State's Bridge Engineer for changes to the Project's scope or budget by submitting a PCR, as specified in paragraphs 9 a-c, below. Agency shall be fully responsible for all costs attributable to changes to the established Project scope or budget made prior to an executed amendment. Amendments to this Agreement are required for all approved PCRs.
- a. **Scope** – A PCR is required for any significant change or reduction in the scope of work described in the Project Description in Terms of Agreement, paragraph 1.
- b. **Budget** – The Project's estimated budget is used for determining the level of compensation for completed work. Increases or decreases in the budget which require a STIP amendment also require the submission of a PCR to the State's Regional Local Agency Liaison.
- c. **PCR Form** – Agency must submit all change requests using PCR Form 734-2851 attached by reference and made a part of this Agreement. The PCR Form is due no later than thirty (30) days after the need for change becomes known to Agency. The PCR shall explain what change is being requested, the reasons for the



change, and any efforts to mitigate the change. A PCR may be rejected at the discretion of State's Bridge Engineer.

The fillable PCR form and its instructions are available at the following web site:

<http://www.oregon.gov/ODOT/Forms/2ODOT/7342851.doc>

10. Agency shall present invoices for the eligible, actual costs incurred by Agency on behalf of the Project directly to State's Project Manager listed in this Agreement for review and approval. Such invoices shall be in a form identifying the Project, Key number, the Agreement number, the Project phase and amount charged to each phase (such as preliminary engineering, right of way, and construction), the invoice number, and will itemize all expenses for which reimbursement is claimed. Agency shall submit invoices not less than monthly but not greater than quarterly, based on actual expenses incurred, and must clearly specify the percentage of completion of the Project. Agency shall also include with the invoice a Project progress report or summary that describes work accomplished for the period being invoiced and work expected for the next invoicing period. Agency's travel expenses will not be reimbursed.
11. Agency, or its consultant, shall conduct the necessary preliminary engineering and design work required to produce final plans, specifications and cost estimates in accordance with current state and federal laws and regulations; obtain all required permits; be responsible for all utility relocations; advertise for bid proposals; award all contracts; perform all construction engineering; and make all contractor payments required to complete the Project.
12. Agency agrees that right of way activities shall be performed in accordance with ORS Chapter 35. Right of way acquired by the Agency shall become a part of the Agency's jurisdiction.
13. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency 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.
14. Agency shall perform the services under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but

not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.

15. All employers, including Agency, that employ subject workers who work under this Agreement 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. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Agency shall ensure that each of its subcontractors complies with these requirements.
16. Agency shall, at its own expense, maintain, operate, and provide power as needed upon Project completion at a minimum level that is consistent with normal depreciation and/or service demand and throughout the useful life of the Project. State and Agency agree that the useful life of this Project is defined as 75 years. Maintenance and power responsibilities shall survive any termination of the Project Agreement.
17. Utility relocation or reconstruction may or may not be an eligible Project expense according to the following standard:
  - a. The expense is an eligible expense if the owner of the utility facility possesses a property right for its location on the public right of way.
  - b. The expense is not an eligible expense if the owner of the utility facility does not possess a property right for its location, but the facility exists on the public right of way solely under the permission of the Agency or other road authority, whether that permission is expressed or implied, and whether written or oral.
18. Agency certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within Agency's current appropriation or limitation of the current budget. Agency further agrees that they will only submit invoices to State for reimbursement on work that has been performed and paid for by Agency as described in this Agreement.
19. Agency shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Oregon Department of Transportation 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 (Claims), to the extent such Claims are caused, or alleged to be caused by the negligent or willful acts or omissions of Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor. It is the specific intention of the Parties that State shall, in all instances, except to the extent Claims arise from the

negligent or willful acts or omissions of the State, be indemnified from and against all Claims caused or alleged to be caused by the contractor or subcontractor.

20. Any such indemnification shall also provide that neither Agency's contractor and subcontractor nor any attorney engaged by Agency's contractor and subcontractor shall defend any claim in the name of the State of Oregon 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 of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that Agency's contractor is prohibited from defending the State of Oregon, or that Agency's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Agency's contractor if the State of Oregon elects to assume its own defense.
21. If Agency enters into a construction contract for performance of work for the Project, then Agency will include provisions in that contract requiring its contractor to comply with the following:
- a. Contractor and Agency shall name State as a third party beneficiary of the resulting contract.
  - b. Contractor shall indemnify, defend and hold harmless State from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, sub-contractors, or agents under the resulting contract.
  - c. Commercial General Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the resulting contract, Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverages that are satisfactory to State. This insurance shall include personal and advertising injury liability, products and completed operations. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Coverage shall be written on an occurrence basis. If written in conjunction with Automobile Liability the combined single limit per occurrence shall not be less than ☐ \$1,000,000 ☒ \$2,000,000 ☐ \$5,000,000 for each job site or location. Each annual aggregate limit shall not be less than ☐ \$1,000,000 ☐ \$2,000,000 ☒ \$4,000,000 ☐ 10,000,000.
  - d. Automobile Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the resulting contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability

Insurance (with separate limits). Combined single limit per occurrence shall not be less than \$1,000,000.

- e. Additional Insured Endorsement. The liability insurance coverage, except Professional Liability, Errors and Omissions, or Workers' Compensation, if included, required for performance of the resulting contract will include State and its divisions, officers and employees as Additional Insured but only with respect to the Contractor's activities to be performed under the resulting contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.
  - f. Notice of Cancellation or Change. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to State. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of the resulting contract and shall be grounds for immediate termination of the resulting contract and this Agreement.
22. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts during the course of the Project and for a period of six (6) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
23. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
24. Agency's Project Manager for this Agreement is Tristan Wood, Assistant Director, Columbia County Public Works, 1054 Oregon Street, St. Helens, Oregon 97051; phone: (503) 397-5090; email: [tristan.wood@co.columbia.or.us](mailto:tristan.wood@co.columbia.or.us), or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

## **STATE OBLIGATIONS**

1. In consideration for the services performed under this Agreement, State shall reimburse Agency 89.73% of eligible costs incurred in carrying out the Project up to the maximum amount of state funds committed for the Project in Terms of Agreement, paragraph 2 of this Agreement. Reimbursements shall be made by State within forty-five (45) days of State's approval of a request for reimbursement from Agency. Final payment will be withheld until the State's Project Manager has completed final project inspection and project acceptance.

2. State shall provide the following items to Agency's Project Manager no later than 30 days after execution of this Agreement:
  - a. Scoping Notes; and
  - b. Any other project specific information gathered during the scoping and selection process
3. State's Project Manager will arrange for a final project inspection upon notification from Agency of Project completion, to confirm project completeness and fulfillment of Agreement obligations, prior to final payment.
4. State's Project Manager for this Agreement is Garland Sandel, Transportation Project Manager, ODOT Area 1, 350 W. Marine Drive, Astoria, Oregon 97103; phone: (503) 325-8274; email: [garland.sandel@odot.state.or.us](mailto:garland.sandel@odot.state.or.us), or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

## **GENERAL PROVISIONS**

1. This Agreement may be terminated by mutual consent of both Parties.
2. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
  - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
  - b. If Agency fails to perform any of the other provisions of this Agreement or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
  - c. If Agency fails to provide payment of its share of the cost of the Project.
  - d. If 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.
  - e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if State is prohibited from paying for such work from the planned funding source.
3. If State terminates this Agreement for the reasons described in General Provisions 2(a) or (b) above, Agency must reimburse State for all state funds expended. If Agency fails to reimburse State, State may withhold Agency's proportional share of

State Highway Fund distribution necessary to reimburse State for costs incurred by such Agency breach.

4. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
5. 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 Agency 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.
6. With respect to a Third Party Claim for which State is jointly liable with Agency (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 Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency 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 Agency 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.
7. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency 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 Agency 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 Agency 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. Agency'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.

8. 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.
9. State and Agency are the only Parties to this Agreement and, as such, are the only Parties entitled to enforce its terms. Nothing in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect or otherwise to third persons unless such third persons are expressly identified by name and specifically described as intended to be beneficiaries of its terms.
10. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
11. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision.

**THE PARTIES**, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

This Project is in the 2018-2021 Statewide Transportation Improvement Program (STIP), (Key No. 20315) that was adopted by the Oregon Transportation Commission on July 20, 2017 (or subsequently by amendment to the STIP).

SIGANTURE PAGE FOLLOWS

**COLUMBIA COUNTY**, by and through its  
elected officials

By \_\_\_\_\_  
Chair

By \_\_\_\_\_  
Commissioner

By \_\_\_\_\_  
Commissioner

Date \_\_\_\_\_

**LEGAL REVIEW APPROVAL** (If required  
in Agency's process)

By \_\_\_\_\_  
Agency Legal Counsel

Date \_\_\_\_\_

**Agency Contact:**

Tristan Wood, Assistant Director  
Columbia County Public Works  
1054 Oregon Street  
St. Helens, OR 97051  
Phone: (503) 397-5090  
Email: [tristan.wood@co.columbia.or.us](mailto:tristan.wood@co.columbia.or.us)

**State Contact:**

Garland Sandel  
Transportation Project Manager  
ODOT Area 1  
350 W. Marine Drive  
Astoria, OR 97103  
Phone: (503) 325-8274  
Email: [garland.sandel@odot.state.or.us](mailto:garland.sandel@odot.state.or.us)

**STATE OF OREGON**, by and through  
its Department of Transportation

By \_\_\_\_\_  
Deputy Highway Division Administrator

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_  
Region 2 Manager

Date \_\_\_\_\_

By \_\_\_\_\_  
Region 2 Project Delivery Manager

Date \_\_\_\_\_

By \_\_\_\_\_  
Area 1 Manager

Date \_\_\_\_\_

**APPROVED AS TO LEGAL  
SUFFICIENCY**

By \_\_\_\_\_  
Assistant Attorney General

Date \_\_\_\_\_



**EXHIBIT A – Project Location Map**  
Scappoose-Vernonia Road: East Fork Nehalem River Bridge No. 13686A

