

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

AGENDA REQUEST FORM

DATE: _____

REQUESTED MEETING DATE: _____ LENGTH OF TIME: _____

DEPARTMENT DEADLINE: _____

NAME: _____

DEPARTMENT: _____

REVIEW FOR LEGAL SUFFICIENCY OBTAINED: _____ YES _____ NO _____ NA

FINANCE REVIEW: _____ YES _____ NO _____ NA

PROJECT REQUEST FORM SUBMITTED: _____ YES _____ NO _____ NA

AGENDA REQUEST MADE TIMELY: _____ YES _____ NO (IF NO, DESCRIBE EMERGENCY, BELOW)

ITEM REQUEST WILL BE FOR (SELECT ALL THAT APPLY):

Information Only

Discussion/Action

Executive Session Under

Public Hearing

Report

ORS 192.660(2)()

Brief Description of Topic To Be Discussed:

Description of Attached Documents:

Description of Why Agenda Request Made Late (if applicable):

5. The Board of County Commissioners authorizes the Public Health Director to sign the Agreement in its approved form.

Dated this _____, day of _____, 2026

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____
Kellie Jo Smith, Chair

Approve as to Form

By: _____
Casey Garrett, Commissioner

By: _____
Office of County Counsel

By: _____
Margaret Magruder, Commissioner

RENTAL AGREEMENT

COLUMBIA COUNTY PUBLIC HEALTH MOBILE HEALTH VAN

This Agreement is between Columbia County, by and through its Public Health Department ("County"), and _____ ("Agency"). The purpose of this Agreement is to allow for Agency to rent the County's Mobile Health Van for Agency's use.

NOW, THEREFORE, COUNTY and AGENCY agree:

1. Term. Agency agrees to rent the Mobile Health Van during the following period ("term"): _____. If Agency does not return the Mobile Health Van by the close of business on the last date of the term, the County may take any action authorized by this Agreement or Oregon law, including but not limited to the collection of daily rental charges through the return of the Mobile Health Van.
2. Event. Agency use of the Mobile Health Van will be limited to the following event ("event"): _____.
3. Authorized Users. The following Agency employees ("employees") are authorized to use the Mobile Health Van:

_____.
4. Fee. The daily rate to rent the Mobile Health Van is \$200, payable as described herein. Failure to return the Mobile Health Van at the end of the term will result in the continued accrual of the daily rental charge until the Mobile Health Van is returned.
5. Pick-up and Drop Off. Agency is responsible for picking up and dropping off the Mobile Health Van and all components, equipment and tools issued with the Mobile Health Van at the Columbia County Emergency Management Office unless a different location is specified by the Public Health Director or designee.
6. Usage/Rules. Agency's use of the Mobile Health Van shall be in accordance with the rules described herein during the term of this Agreement and solely during the described event.

- 6.1 The Mobile Health Van includes a generator for lights and a jump starter. Both must be returned in good condition with the Mobile Health Van.
- 6.2 Agency shall cause the Mobile Health Van and all of its components, equipment and tools to be used and operated with reasonable care and caution to prevent loss and damage due to negligent, reckless, or other wrongful use, abuse, fire, theft, collision, or injury to persons or property.
- 6.3 Agency shall be responsible for ensuring its employees operating the Mobile Health Van and its components, equipment and tools abide by all rules.
- 6.4 Agency certifies by its signature below that all Agency employees will have a valid driver's license from the State in which the employee resides and have undergone a driving record check through the Department of Motor Vehicles as a condition of employment and Agency has independently verified employee's DMV records. No employee may have a DUI or DWI in their history and may have no more than two minor traffic violations in the previous three years. Minor violations include but are not limited to: failure to obey a traffic control or signal, improper lane change, failure to signal, failure to yield the right of way, other similar violations, speeding, failure to use a seatbelt and distracted driving. at fault vehicle accidents in the last three years. Furthermore, Agency certifies that all employees have not had an at fault vehicle accident in the previous three years. All vehicle accidents are considered at-fault unless determined otherwise by law enforcement. Agency shall be solely responsible for ensuring that the Mobile Health Van is operated only by safe, careful, legally qualified, and properly licensed drivers.
- 6.5 Agency certifies that each employee maintains automobile liability insurance in accordance with State law.
- 6.6 Employees and passengers must always wear seatbelts or proper restraints when the vehicle is in motion as required by State Law.
- 6.7 Consumption of alcohol or drugs while operating the Mobile Health Van is prohibited. Driving while impaired is also prohibited.
- 6.8 Employees are prohibited from providing rides to hitchhikers.
- 6.9 Employees will follow all rules of the road and obey all laws and regulations related to the operation of motor vehicles, including, but not limited to limitations on the use of hand-held mobile devices.
- 6.10 Employees must be 18 years of age or older, and under the direct control of the Agency.
- 6.11 Agency must notify the County representative as soon as practicable and without unnecessary delay of any traffic or parking citations, accidents, damage, or needed repairs and complete the appropriate

reports, in writing, including, but not limited to all information concerning the incident including the date, time, place, and circumstances of the incident, the name of any investigating agency and police officer, the names and addresses of any person injured, the owners of any property damaged, the names and addresses of all witnesses, and all statements taken. Agency will cooperate with the County and its legal counsel in defense of any claim or suit that may be brought against the County for which the Agency or County may be liable and shall not do anything to impair the defense or impair or invalidate any applicable insurance coverage. Agency shall also promptly provide to the County copies of all citations issued to any driver of the Mobile Health Van, as well as any police reports, and all documentation of an accident or other incident.

- 6.12 Agency will conduct pre-trip and post-trip inspections to identify vehicle and equipment problems and assure vehicles are running in good operating condition. Agency shall report any damage or other issues to the County representative immediately or as soon as practicable and without unnecessary delay. In the event that the Mobile Health Van is not operational upon pre-trip inspection or becomes non-operational during the term, the County shall have no obligation to Agency to provide another vehicle for use during the event. If the Mobile Health Van becomes non-operational during use by Agency due to Agency's acts or omissions, towing charges, if any, will be the responsibility of the Agency.
- 6.13 Agency will not allow any person to operate the Mobile Health Van if the Agency observes or should reasonably be aware that the person is impaired or otherwise not in a physical, mental, or emotional condition to safely and lawfully operate a moving vehicle.
- 6.14 Agency will not allow employees or passengers to carry firearms or transport alcohol, marijuana or illegal substances, except to the extent required to accomplish an official business purpose for an event. No animals will be transported.
- 6.15 No tobacco, tobacco products, or marijuana including, but not limited to, cigarettes, cigars, pipes, chew, snuff, electronic cigarettes and smokeless products may be used in the Mobile Health Van.
- 6.16 Agency shall park the Mobile Health Van off the public street when possible and in a reasonably secure setting. Agency shall lock and properly secure the Mobile Health Van at all times when not occupying the Mobile Health Van.
- 6.17 Agency shall be responsible for and pay (or cause its employees to pay) all fines, penalties, and forfeitures imposed for parking or traffic violations, or for the violation of any statute, law, ordinance, rule, or

regulation of any duly-constituted public authority, which are incurred while the Mobile Health Van is in the possession of the Agency.

- 6.18 Agency will return the Mobile Health Van in the same condition and running order existing at commencement of the term, ordinary wear and tear excepted. Agency understands and agrees that the County is entitled to inspect the Mobile Health Van to identify and record any damage beyond ordinary wear and tear. Agency understands and agrees that, if the County discovers any damage to the Mobile Health Van beyond ordinary wear and tear, on receipt of written notice from the County describing the damage and the cost to repair such damage, Agency must reimburse the County for those costs.
- 6.19 Agency will return the Mobile Health Van with a full gas tank.
- 6.20 If the County, its Insurer, or the Agency's insurer determines that the Mobile Health Van is a total loss, the Agency, or the Agency's insurer shall be responsible for payment of the value of the Mobile Health Van.

- 7. Payment. The County shall invoice Agency after each use. Invoices will be sent to the attention of:

Name: _____

Mailing

Address: _____

Email: _____.

Payment is due 30 calendar days from receipt of invoice. Payment should be sent via check to Columbia County Public Health, 230 Strand, St. Helens, Oregon, 97051.

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

9. Independent Contractor. Agency is engaged hereby as an independent contractor and shall not be considered an employee, agent, partner, joint venturer or representative of County for any purpose whatsoever. County does not have the right of direction or control over the manner in which Agency delivers services under this Agreement and does not exercise any control over the activities of the Agency, except the services must be performed in a manner that is consistent with the terms of this Agreement. Agency shall have no obligation with respect to Agency's debts or any other liabilities of Agency. Agency shall be responsible for furnishing all equipment necessary for the performance of its work during an event required. In addition:
 - 9.1 Agency will be solely responsible for payment of any Federal or State taxes.
 - 9.2 Agency is an independent contractor for purposes of the Oregon workers' compensation law (ORS Chapter 656) and is solely liable for any workers' compensation coverage under this Agreement. If the Agency has the assistance of other persons in the performance of the Agreement, the Agency shall qualify and remain qualified for the term of this Agreement as a carrier-insured or self-insured employer under ORS 656.407.
10. No liens. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
11. Debt limitation. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.
12. Non-Discrimination. Agency agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, handicap or age, suffer discrimination in the performance of this Agreement when employed by Agency. Agency certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, against any minority, women or emerging small business enterprise certified under ORS 200.055, or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225 in obtaining any required subcontract.
13. Nonassignment; Subcontracts. Agency shall not assign, subcontract or delegate its rights or responsibilities hereunder to any other person, firm or corporation.
14. Nonwaiver. The failure of the County to enforce any provision of this Agreement shall not constitute a waiver by the County of that or any other provision of the Agreement.

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

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

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

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

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

20. Representatives. All notices or other communications under this Agreement shall be directed to the persons listed below. Notices must be in writing and, unless otherwise expressly set forth in this Agreement, shall be delivered in person, by email (and confirmed by mail), first class mail, fax (and confirmed by mail), registered or certified mail, or overnight delivery Service to the other party at its respective address, email address, or fax number set forth below. All notices are effective upon receipt by the party to be notified.

FOR COUNTY

Madison Riethman
 230 Strand Street
 St. Helens, Oregon
Madison.riethman@columbiacountyor.gov
 971-813-9313

FOR AGENCY

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

AGENCY

_____ Date: _____
Name:
Title:

COUNTY

_____ Date: _____
Jaime Aanensen, Director
Columbia County Public Health