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April 8, 2021

Mountainside Transport
Attn: Emily Reyneke
108 T J LN
Myrtle Creek, OR 97457

Re: Letter to Jennifer Johnstun, Three Rivers School District Board Chair
Transportation Contract

Dear Ms. Reyneke:

I am the attorney for the Three Rivers School District, and am responding to your letter dated March 25, 2021, addressed to Board Chair Jennifer Johnstun. Your letter has been forwarded to the entire Board for review, and they have reviewed and approved the substance of this letter prior to it being mailed to you.

The Three Rivers School District, including through its Board, is unable to directly award the District's transportation contract to you as demanded in your letter. The District is required to follow the procedures and processes set forth under ORS Chapter 279A and 279B, as further clarified by Three Rivers School District policies and the Oregon Attorney General's public procurement guidance, for any procurement of goods or services. Because of the amount of this contract, even if there was not already a binding contract in place for these services, it is not possible for the District to award this contract to your firm directly without going through the public notice and procurement process.

The current Agreement to Provide Student Transportation Services with First Student, a copy of which is enclosed for your reference, was executed June 1, 2020. It is the District's position that any legal action challenging the award of this contract, in accordance with ORS 279B.415, would have had to been filed prior to the execution of the contract last June. Any challenge to this contract, almost ten months later, and after the contractor has already been providing transportation services in accordance with the contract is untimely.

In addition, it appears from the Oregon Secretary of State's records that Mountainside Transport, LLC, has not been an active limited liability company since May 14, 2020. The District could not now, and could not have last June, awarded this contract to Mountainside Transport, LLC, because the company is and was dissolved and inactive.

After reviewing your letter and other materials related to your request, the Board has determined that it will not be taking any action with regard to your letter or the transportation contract, and considers this matter to be closed.

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If you have questions regarding this letter, you should consult with your own attorney. In order to avoid any misunderstandings or miscommunications, I request that any further responses to this letter be in writing.

SORENSEN, RANSOM & FERGUSON, LLP

Willard L. Ransom

WLR:jeb

cc: Client