



BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON

Wednesday, February 15, 2017
10:00 a.m. - Room 308

BOARD MEETING AGENDA

CALL TO ORDER/FLAG SALUTE

MINUTES:

Minutes, February 8, 2017 Board meeting.
Minutes, February 8, 2017 Staff meeting.

VISITOR COMMENTS - 5 MINUTE LIMIT

MATTERS:

- 1) Matt Graves: FY16 Columbia County Audit Presentation
- 2) Steve Watson, Columbia 911: Introduction and Update

CONSENT AGENDA:

- (A) Ratify the Select to Pay for week of 2/13/17.
- (B) Appoint Leanette Rivers to the Solid Waste Advisory Committee to complete the term of Sally Marson, term to expire 12.31.19.
- (C) 2017 Liquor License Renewal for Goble Landing Store.

AGREEMENTS/CONTRACTS/AMENDMENTS:

- (D) Amendment #1 to ODOT Grant Agreement #30801.
- (E) Amendment #4 to Personal Services Contract By and Between Columbia County and Columbia County Legal Aid, Inc. for Law Library Management Services.
- (F) Amendment #11 to 2015-2017 IGA #148004 with OHA and authorize the Chair to sign.

DISCUSSION ITEMS:

COMMISSIONER HEIMULLER COMMENTS:

COMMISSIONER MAGRUDER COMMENTS:

COMMISSIONER TARDIF COMMENTS:

EXECUTIVE SESSION:


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.

BOARD COMMUNICATION

FROM THE LAND DEVELOPMENT SERVICES DEPARTMENT

MEETING DATE: **February 22, 2017 Regular Meeting**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Todd Dugdale, Director of Land Development Services 

SUBJECT: SOLID WASTE ADVISORY COMMITTEE APPOINTMENTS

- Appoint Leahnette Rivers as At Large Rep

DATE: February 9, 2017

SUMMARY:

The term of SWAC At-Large member, Sally Ann Marson, expired December, 2016. The Solid Waste Advisory Committee recommends Leahnette Rivers to replace Sally Ann Marson to the SWAC as an At-Large member for the three (3) year term, expiring December 31, 2019.

SUGGESTED MOTION:

I move to appoint Leahnette Rivers to replace Sally Ann Marson as an At Large member.

Prepared By: Kathy Boutin-Pasterz, Solid Waste Program Coordinator

AMENDMENT NUMBER 1
ODOT GRANT AGREEMENT NO. 30801
Columbia County

The **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as **State**, and **Columbia County**, hereinafter referred to as **Recipient**, entered into an Agreement on **July 14, 2015**. Said Agreement is to secure financial assistance to complete the activities described in Exhibit A.

It has now been determined by State and Recipient that the Agreement referenced above, although remaining in full force and effect, shall be amended to move funds and extend the Agreement period.

Page 1, Agreement, Paragraph 1, which reads:

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2015** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **June 30, 2017** (Expiration Date). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 6.b.iv of this Agreement.

Shall be deleted in its entirety and replaced with the following:

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2015** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **December 31, 2017** (Expiration Date). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 6.b.iv of this Agreement.

Exhibit A shall be deleted in its entirety and replaced with the attached Revised Exhibit A. All references to "Exhibit A" shall hereinafter be referred to as "Revised Exhibit A."

This Amendment 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 Amendment so executed shall constitute an original.

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.

SIGNATURE PAGE TO FOLLOW

Columbia County, by and through its

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

Michael Ray
230 Strand Street
Saint Helens, OR 97051
1 (503) 366-8505
michael.ray@co.columbia.or.us

State Contact:

Jamey Dempster
555 13th St. NE
Salem, OR 97301-4179
1 (503) 731-8563
James.DEMPSTER@odot.state.or.us

State of Oregon, by and through its
Department of Transportation

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

Date _____

APPROVAL RECOMMENDED

By _____ Arla Miller

Date _____ 02/08/2017

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

By _____
Assistant Attorney General

Name _____ Keith Kutler by email
(printed)

Date _____ 06/15/2015

**Revised Exhibit A
 Project Description and Budget**

Project Description/Statement of Work

Project Title: 2015-17 Columbia Co. 30801 5311(f) Intercity				
<i>Preventive Maintenance</i>				
<i>Marketing</i>				
<i>Operations</i>				
<i>Mobility Management</i>				
<i>Facilities - Engineering and Design</i>				
Item #1: Preventative Maintenance				
	Total	Grant Amount	Local Match	Match Type(s)
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<i>Shelters</i>				
<i>Construction Match Connect V</i>				
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Sub Total	\$130,780.00	\$104,624.00	\$26,156.00	
Grand Total	\$685,057.00	\$413,239.00	\$271,818.00	

● 1. PROJECT DESCRIPTION

Project funds intercity public transportation preventive maintenance, marketing, transit service operations, mobility management, a transit facility, and transit shelters. The public transportation service serves customers traveling between Portland, Oregon and Astoria, Oregon on Highway 30. The intercity public transportation service provides connections to communities and public transportation services in Multnomah County, Oregon; and Cowlitz County, Washington. Public transportation service includes, but is not limited to service type, schedule, facilities, and fare policy.

Preventive maintenance applies to vehicles and non-vehicles providing public transportation. Proper maintenance ensures assets are kept in good condition per manufacturer's recommendations and that safety standards are met. Maintenance reimbursed in this Agreement is for assets used in the provision of public transportation services for the general public, seniors, or individuals with disabilities. This Agreement does not provide for maintenance on staff vehicles, vehicles used for business of Recipient, or maintenance vehicles. Preventive maintenance under this Agreement does not include repairs resulting from motor vehicle accidents covered by insurance, repairs on vehicles or components under

warranty, or repairs which are paid for in other agreements or contracts.

Marketing refers to promoting the intercity public transportation service throughout the relevant service area through media developed and distributed to the general public and targeted audiences.

Operations activities lead to the effective, efficient and safe delivery of public transportation services. The goal of operation activities is to provide planned and marketed transportation service as outlined in local service policy and procedures.

Mobility management projects are planning, training, and management activities for improving coordination among public transportation and other transportation service providers, including human service agencies and private providers. These projects build coordination among existing public transportation providers and other transportation service providers, and increase service options that would not otherwise be available for seniors and individuals with disabilities.

Facility design and construction relates to a transit facility located in Rainier, Oregon to support the transportation needs of the general public, seniors, and individuals with disabilities. The purpose of the facility is for transit provider employee uses, and customer service and staging, and vehicle parking and staging. Eligible costs include services and equipment needed to put the facility into service including but not limited to architecture, design, engineering, planning, and construction. Design and construction activities must comply with National Environmental Policy Act (NEPA) requirements.

Transit shelters projects include installation, design or construction to enhance passenger wayfinding, comfort, convenience and safety. Eligible expenses include services, permits, and equipment needed to put the equipment into service; and project management costs. Activities must comply with National Environmental Policy Act requirements.

2. PROJECT DELIVERABLES, TASKS and SCHEDULE

Recipient shall provide up to three daily round trips between Portland, Oregon and Astoria Oregon via Highway 30 with intermediate stops. Additional daily round trips are not eligible for funding under this agreement. Recipient shall oversee and monitor the services and performance of any consultants or contractors used in the project. If local circumstances change, Recipient's guidance documents (e.g. plans and procedures) shall be updated to reflect that change and submitted to State within 90 days of the change.

Recipient shall complete tasks prior to the expiration date of this Agreement. Recipient shall actively market the services to the target users using media accessible to the target audience(s).

Recipient may amend the service design at any time in accordance with local demand, funding issues, or other situations that require service to be changed. Recipient will inform State if there is a change in the service funded by this Agreement. Changes that negatively impact connectivity to other intercity bus service or that otherwise diminish the intercity nature of the funded service may result in suspension of funding via this Agreement.

To the extent possible, Recipient shall coordinate the delivery of transportation services with other public and private transportation providers to enhance regional services and to avoid duplication of services.

The primary goal of the project is to support intercity bus service. An additional goal of this service is to provide service to seniors and individuals with disabilities over the term of this Agreement. The success of the service will be measured in part by the use of the service.

I. Preventive Maintenance

Recipient shall provide maintenance for any assets supporting the intercity public transportation service. Preventive maintenance expenses include activities, supplies, materials, labor, services and associated costs required to preserve or extend the functionality

and serviceability of the asset in a cost effective manner.

Preventive maintenance includes, but is not limited to the following: oil changes; engine tune-ups; tire purchases; tire maintenance; annual vehicle inspections; scheduled or routine maintenance; and associated parts, supplies and labor. A major component replacement (such as an engine or transmission), or a major rebuild or overhaul that keeps the asset within useful life or extends the useful life may be eligible for reimbursement under this Agreement, pending verification of conformance to Recipient's adopted maintenance plan and requirements detailed in Federal Transit Administration Circular 5010.1D (Grant Management) Chapter IV.

Recipient shall provide the most recent preventive maintenance plan to the State prior to requesting reimbursement, unless a plan is already on file with State. Reimbursement requests must match the activities or purchases described in Recipient's plan.

II. Marketing

Recipient shall promote the intercity public transportation service throughout the relevant service area through media developed and distributed to the general public and targeted audiences. The promotions shall illustrate public transportation links to/from this intercity public transportation service. The Recipient shall partner with Sunset Empire Transportation District's Northwest Transportation Options program to promote this and related services.

Recipient shall establish a ticketing "interline" agreement with Greyhound and Amtrak; the State may grant an exemption to this task provided the Recipient adequately documents factors precluding an agreement that were beyond the Recipient's control.

III. Operating

The public transportation service shall be designed to efficiently and effectively meet the target population's needs. The Recipient shall consult relevant staff, local governments, customers, and other affected community members to plan and deliver public transportation service.

Recipient shall coordinate the delivery of transportation services with other public and private transportation providers to enhance regional services and to avoid duplication of services. Recipient shall market the services to the target users. Special needs transportation shall be made available to a variety of potential users, including the general public, on a space available basis.

Recipient may amend the public transportation service at any time in accordance with local demand, funding issues or other situation that requires service to be changed. Recipient shall inform State if there is a change in the service funded by this Agreement. Recipient shall follow appropriate public notice procedures to solicit feedback regarding service and/or fare changes.

Recipient is encouraged to generate program income to help defray program costs. If program income is generated from federally-funded projects, that income must be reported to State. Recipient may not use grant-acquired assets to compete unfairly with the private sector.

IV. Mobility Management

Recipient shall provide customized transportation services including computerized vehicle dispatching, in-person trip coordination and planning, travel training.

The Recipient shall coordinate fixed route and demand response services with regional health-care-related brokered transportation services, and other local and regional transportation resources.

Recipient shall coordinate services with regional partners such as Sunset Empire Transportation District, TriMet, River Cities Transit, and local jurisdictions and organizations serving Highway 30 in the service area.

Recipient shall prepare a work plan in the first quarter specifying work tasks and deliverables, and maintain the work plan throughout the agreement period. Recipient shall provide the plan to the State upon request, and notify State when the work plan is substantially changed. The Recipient quarterly reports shall detail progress relating to tasks described in the work plan.

V. Transit Center

Expected project start date: July 1, 2015. Expected project completion date: December 31, 2017.

Recipient shall procure planning, engineering, design and construction related to the State Connect V project number 1T0295, Rainier Transit Center. Funds shall be used to procure all or part of the services required to deliver the project. Recipient shall document, and provide upon request, site plans and/or maps showing transit stop locations and amenities. Recipient shall document, and share upon request, all applicable permits, inspections, environmental (i.e. NEPA) compliance activities and other requirements prior to reimbursement.

By accepting federal funds, Recipient certifies that the project will meet all Americans with Disabilities Act requirements as set forth in 49 CFR parts 27, 37, and 38.

VI. Shelters and transit stop amenities.

Expected project start date: July 1, 2015. Expected project completion date: December 31, 2017.

The Recipient shall purchase one transit shelter, six sign posts and faces, four waste cans, and up to six sandwich board signs to support the intercity transit services described above. Recipient shall document, and provide upon request, site plans and/or maps showing transit stop locations and amenities. Recipient shall document, and share upon request, all applicable permits, inspections or other requirements prior to reimbursement. State may perform an on-site inspection or request proof of installations prior to final payment.

By accepting federal funds, Recipient certifies that the project will meet all Americans with Disabilities Act requirements as set forth in 49 CFR parts 27, 37, and 38.

3. PROJECT ACCOUNTING, MATCH and SPENDING PLAN

Recipient's current indirect cost rate as it pertains to this Agreement is 0.0 percent. Changes to Recipient's indirect cost rate must be approved by State.

Recipient may not count the same costs twice if they have multiple agreements for which these costs may be eligible. Recipient may not use grant-acquired assets to compete unfairly with the private sector.

Sources of funding that may be used as match for this Agreement include Special Transportation Formula Funds, local funds, service contract revenue, advertisement income, other earned income, cash donations, and other verifiable in-kind contributions that are integral to the project budget.

Local funds are funds earned by the Recipient (or contractor) independent of activities funded under this Agreement. Local funds may be used at the option of the Recipient (or contractor), including for the activities supported by this Agreement. Local funds are reported as income to the extent that they are included in the project budget and used as match or to further the activities supported by this Agreement.

Earned income includes funds directly resulting from the activities supported by this Agreement. Examples include, but are not limited to, donations, in-kind contributions, fares, service contract income, and advertising income. Awards and credits resulting from this Agreement will be treated as earned income.

Earned income will be used to advance eligible intercity project objectives. The earned income will be added to the budget for the services supported by this Agreement to reduce the overall cost of services or to advance eligible program objectives. With the exception of fares or Federal Transit Administration funds, program income may be used to finance the required matching share of the project. In-kind contributions claimed as match shall be reported on a form provided by State.

Recipient will have no obligation to State regarding program income earned after the end of the project period, with the following exception: income earned during the project period, but paid after the end of the project period, will be used to further intercity program objectives. If the project ceases when this Agreement terminates, income earned during the project period, but paid after the end of the project period, will be used to reduce the net allowable costs on which the Agreement share of costs is based.

Income from fares, tickets and passes, if charged, either pre- or post-paid, will be deducted from the gross allowable operating cost in determining the net allowable costs on which the Agreement share of costs is based. To the extent that the project financed by this Agreement is also financed by other operating agreements, the fare income will be proportionally allocated to each of the agreements. All administrative and operating expenses incurred by the contractor are defined as operating expenses. Administrative expenses directly incurred by Recipient may be treated as an operating expense or may be added to the net operating cost to determine the net project cost. The required local matching share will be subtracted from the net project expenses to determine the Agreement share of the project expense.

Eligible mobility management expenses include administrative costs to develop new projects and do not include capital costs other than durable equipment and supplies, or the cost of operating public transportation services. Incidental durable equipment is an eligible expense up to \$5,000 of the total project cost.

4. REPORTING and INVOICING REQUIREMENTS

Recipient will request reimbursement for covered expenses incurred during each period as prescribed by State. Maintenance activities must be described in Recipient's submitted preventive maintenance plan. Recipient must maintain and provide supporting documents detailing the total expenses for allowable maintenance activities incurred during the period. Recipient may list costs on a form provided by State, or provide vendor invoices. Mobility management reports must include at least the specific tasks referenced in this agreement, hours or labor costs incurred, and other costs incurred by activity.

Recipient shall provide a quarterly intercity service report in digital format tracking the intercity bus service supported by this Agreement. The State will provide the required report template.

AMENDMENT NUMBER 1
ODOT GRANT AGREEMENT NO. 30801
Columbia County

The **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as **State**, and **Columbia County**, hereinafter referred to as **Recipient**, entered into an Agreement on **July 14, 2015**. Said Agreement is to secure financial assistance to complete the activities described in Exhibit A.

It has now been determined by State and Recipient that the Agreement referenced above, although remaining in full force and effect, shall be amended to move funds and extend the Agreement period.

Page 1, Agreement, Paragraph 1, which reads:

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2015** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **June 30, 2017** (Expiration Date). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 6.b.iv of this Agreement.

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1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2015** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **December 31, 2017** (Expiration Date). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 6.b.iv of this Agreement.

Exhibit A shall be deleted in its entirety and replaced with the attached Revised Exhibit A. All references to "Exhibit A" shall hereinafter be referred to as "Revised Exhibit A."

This Amendment 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 Amendment so executed shall constitute an original.

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.

SIGNATURE PAGE TO FOLLOW

Columbia County, by and through its

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

Michael Ray
230 Strand Street
Saint Helens, OR 97051
1 (503) 366-8505
michael.ray@co.columbia.or.us

State Contact:

Jamey Dempster
555 13th St. NE
Salem, OR 97301-4179
1 (503) 731-8563
James.DEMPSTER@odot.state.or.us

State of Oregon, by and through its
Department of Transportation

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

Date _____

APPROVAL RECOMMENDED

By _____ Arla Miller

Date _____ 02/08/2017

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

By _____
Assistant Attorney General

Name _____ Keith Kutler by email
(printed)

Date _____ 06/15/2015

**Revised Exhibit A
 Project Description and Budget**

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V. Transit Center

Expected project start date: July 1, 2015. Expected project completion date: December 31, 2017.

Recipient shall procure planning, engineering, design and construction related to the State Connect V project number 1T0295, Rainier Transit Center. Funds shall be used to procure all or part of the services required to deliver the project. Recipient shall document, and provide upon request, site plans and/or maps showing transit stop locations and amenities. Recipient shall document, and share upon request, all applicable permits, inspections, environmental (i.e. NEPA) compliance activities and other requirements prior to reimbursement.

By accepting federal funds, Recipient certifies that the project will meet all Americans with Disabilities Act requirements as set forth in 49 CFR parts 27, 37, and 38.

VI. Shelters and transit stop amenities.

Expected project start date: July 1, 2015. Expected project completion date: December 31, 2017.

The Recipient shall purchase one transit shelter, six sign posts and faces, four waste cans, and up to six sandwich board signs to support the intercity transit services described above. Recipient shall document, and provide upon request, site plans and/or maps showing transit stop locations and amenities. Recipient shall document, and share upon request, all applicable permits, inspections or other requirements prior to reimbursement. State may perform an on-site inspection or request proof of installations prior to final payment.

By accepting federal funds, Recipient certifies that the project will meet all Americans with Disabilities Act requirements as set forth in 49 CFR parts 27, 37, and 38.

3. PROJECT ACCOUNTING, MATCH and SPENDING PLAN

Recipient's current indirect cost rate as it pertains to this Agreement is 0.0 percent. Changes to Recipient's indirect cost rate must be approved by State.

Recipient may not count the same costs twice if they have multiple agreements for which these costs may be eligible. Recipient may not use grant-acquired assets to compete unfairly with the private sector.

Sources of funding that may be used as match for this Agreement include Special Transportation Formula Funds, local funds, service contract revenue, advertisement income, other earned income, cash donations, and other verifiable in-kind contributions that are integral to the project budget.

Local funds are funds earned by the Recipient (or contractor) independent of activities funded under this Agreement. Local funds may be used at the option of the Recipient (or contractor), including for the activities supported by this Agreement. Local funds are reported as income to the extent that they are included in the project budget and used as match or to further the activities supported by this Agreement.

Earned income includes funds directly resulting from the activities supported by this Agreement. Examples include, but are not limited to, donations, in-kind contributions, fares, service contract income, and advertising income. Awards and credits resulting from this Agreement will be treated as earned income.

Earned income will be used to advance eligible intercity project objectives. The earned income will be added to the budget for the services supported by this Agreement to reduce the overall cost of services or to advance eligible program objectives. With the exception of fares or Federal Transit Administration funds, program income may be used to finance the required matching share of the project. In-kind contributions claimed as match shall be reported on a form provided by State.

Recipient will have no obligation to State regarding program income earned after the end of the project period, with the following exception: income earned during the project period, but paid after the end of the project period, will be used to further intercity program objectives. If the project ceases when this Agreement terminates, income earned during the project period, but paid after the end of the project period, will be used to reduce the net allowable costs on which the Agreement share of costs is based.

Income from fares, tickets and passes, if charged, either pre- or post-paid, will be deducted from the gross allowable operating cost in determining the net allowable costs on which the Agreement share of costs is based. To the extent that the project financed by this Agreement is also financed by other operating agreements, the fare income will be proportionally allocated to each of the agreements. All administrative and operating expenses incurred by the contractor are defined as operating expenses. Administrative expenses directly incurred by Recipient may be treated as an operating expense or may be added to the net operating cost to determine the net project cost. The required local matching share will be subtracted from the net project expenses to determine the Agreement share of the project expense.

Eligible mobility management expenses include administrative costs to develop new projects and do not include capital costs other than durable equipment and supplies, or the cost of operating public transportation services. Incidental durable equipment is an eligible expense up to \$5,000 of the total project cost.

4. REPORTING and INVOICING REQUIREMENTS

Recipient will request reimbursement for covered expenses incurred during each period as prescribed by State. Maintenance activities must be described in Recipient's submitted preventive maintenance plan. Recipient must maintain and provide supporting documents detailing the total expenses for allowable maintenance activities incurred during the period. Recipient may list costs on a form provided by State, or provide vendor invoices. Mobility management reports must include at least the specific tasks referenced in this agreement, hours or labor costs incurred, and other costs incurred by activity.

Recipient shall provide a quarterly intercity service report in digital format tracking the intercity bus service supported by this Agreement. The State will provide the required report template.

FOURTH AMENDMENT TO PERSONAL SERVICES CONTRACT
BY AND BETWEEN COLUMBIA COUNTY
AND COLUMBIA COUNTY LEGAL AID, INC.

WHEREAS, Columbia County ("County") entered into a Personal Services Contract with Columbia County Legal Aid, Inc., an Oregon non-profit corporation ("Contractor"), effective April 16, 2012, to provide law library management services; and

WHEREAS, the parties entered into the Third Amendment to the Contract on January 14, 2016, extending the completion date to December 31, 2016, and increasing the compensation due and payable under said Agreement for calendar year 2016 to \$30,377.38; and

WHEREAS, the parties desire to set the amount of compensation due and payable under said Agreement for calendar year 2017 and 2018 at \$30,723, and to extend the term of the Agreement for a period of two years through December 31, 2018;

NOW THEREFORE, the Personal Services Contract by and between the County and Contractor, effective April 16, 2012, as amended, is hereby further amended as follows:

1. Section 2 is amended to read as follows:

"2. Completion Date. The completion date for this Agreement shall be no later than December 31, 2018, unless otherwise amended."

2. Section 4 is amended as follows:

"4. Consideration. For calendar year 2017 and 2018, County shall pay Contractor on a fee-for-service basis, an amount not to exceed \$30,723 annually. Contractor may propose a change to the fee for calendar year 2018 by written request accompanied by supporting documentation to the District Attorney. Upon approval of the District Attorney the parties may agree to amend this Agreement by written agreement."

3. Except as specifically provided herein, the Personal Services Contract by and between Columbia County and Columbia County Legal Aid, Inc., as amended, shall remain in full force and effect.

4. This Fourth Amendment is effective on the date last signed below and shall be retroactive to January 1, 2017.

COLUMBIA COUNTY LEGAL AID, INC.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

Aaron Martin, President

Henry Heimuller, Chair

Date: _____

Margaret Magruder, Commissioner

Alex Tardif, Commissioner

Approved as to form:

Date: _____

Office of County Counsel

