BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON

Wednesday, September 21 2016
10:00 a.m. - Room 308

BOARD MEETING AGENDA

CALL TO ORDER/FLAG SALUTE

MINUTES:

- Minutes, September 14, 2016 Board meeting;
- Minutes, September 14, 2016 Staff meeting.

VISITOR COMMENTS - 5 MINUTE LIMIT

MATTERS:

1) 2nd Reading of Ordinance No. 2016-7, "In the Matter of an Intergovernmental Agreement Creating the Oregon Association of County Engineers and Surveyors".

2) Steve Pegram: IGA for Sharing of Emergency Operations Center Personnel

3) Meet with Charlie Stolte

CONSENT AGENDA:

(A) Ratify the Select to Pay for week of 9/19/16.

(B) Approve Personnel Action for Steve Pegram.

(C) Order No. 56-2016, "In the Matter of the Cancellation of Real Property Taxes".

AGREEMENTS/CONTRACTS/AMENDMENTS:

(D) Intergovernmental Agreement #253-16 for Document Publishing, Processing and Delivery with the Oregon Department of Administrative Services and authorize the Chair to sign.

(E) Amendment #1 to the Northwest Oregon Regional Housing Rehabilitation Grant Agreement with the Oregon Infrastructure Finance Authority (IFA) and authorize the Chair to sign.

(F) Intergovernmental Agreement with the Scappoose School District for Construction Excise Tax Collection and authorize Chair to sign.

(G) Earnest Money Agreement with Scott Sylvester and Roman Novokhatniy for Lot 5 Block 23, Columbia Acres No. 3 in the City of Scappoose, Columbia County, Oregon and authorize the Chair to sign.

(H) Amendment #2 to the Public Services Contract with Act 1 Group, Inc. doing business as ATIMS for Jail Management System Software.

DISCUSSION ITEMS:

COMMISSIONER HYDE COMMENTS:

COMMISSIONER HEIMULLER COMMENTS:

COMMISSIONER FISHER 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.

AMENDMENT 2 TO
PUBLIC SERVICES CONTRACT (ORS CHAPTER 279B)
BY AND BETWEEN
COLUMBIA COUNTY
AND
THE ACT 1 GROUP, INC. DBA ATIMS
(ADVANCED TECHNOLOGY INFORMATION MANAGEMENT SYSTEMS)

FOR JAIL MANAGEMENT SYSTEM SOFTWARE AND SOFTWARE SUPPORT AND MAINTENANCE SERVICE IN THE COLUMBIA COUNTY JAIL

This Amendment 2 is to the Agreement made and entered into by and between COLUMBIA COUNTY, a political subdivision of the State of Oregon, hereinafter referred to as "County", and The ACT 1 Group, Inc. *dba* ATIMS (Advanced Technology Information Management Systems), hereinafter referred to as "Contractor" or "ATIMS".

WHEREAS, on December 23, 2015, the parties entered into an Agreement for jail management system software for the Columbia County Jail; and

WHEREAS, on January 19, 2016, the parties entered into Amendment 1 to the Agreement to increase the professional service fees as a result of unexpected costs related to interfacing with the Regional Justice Information Network (RegJin); and

WHEREAS, the County recently acquired WebLEDS software, which provides web-based access to the Oregon Law Enforcement Database System; and

WHEREAS, to ensure that the WebLEDS software interfaces with the jail management system, the County would like to amend its Agreement with ATIMS to provide for the development of such an interface;

NOW, THEREFORE, it is hereby agreed as follows:

1. The Public Services Contract by and between Columbia County and the Act 1 Group, Inc., *dba* ATIMS (Advanced Technology Information Management Systems), is hereby amended to read as follows:

1. Section 1.A, Contractor's Services, is amended to read as follows:

"1. Contractor's Services

A. Contractor agrees to provide the goods and services related to Jail Management System ("JMS") described in the Agreement, including its exhibits, which are attached and incorporated into this Agreement, and are as follows:

(1) Exhibit A, Request for Proposals;
(2) Exhibit B, Contractor's Proposal;
(3) Exhibit C, Special Provisions;
(4) Exhibit D, Licensed Software Agreement; and
(5) Exhibit E, Support and Maintenance Agreement.

(6) Professional Services Work Order Quote, dated January 12, 2016."

(7) Professional Services Work Order Quote, dated September 7, 2016."

2. Section 2, Consideration, is amended to read as follows:

"2. Consideration. County shall pay Contractor on a fee for service basis in an amount not to exceed $508,552 for the services described herein, plus yearly support and maintenance fees and travel fees in accordance with ATIMS revised Cost Proposal Summary and Travel Policy attached to Exhibit "C". Said amount is the complete compensation to Contractor for the services performed under this Agreement. This fee shall include all expenses.

Percentage payments shall be made according to the milestones described in Exhibit "C". Annual maintenance and support payments shall thereafter be paid within thirty days of receipt of an invoice from Contractor.

This Agreement is subject to the appropriation of funds by County, and/or the receipt of funds from state and federal sources. In the event sufficient funds shall not be appropriated, and/or received, by County for the payment of consideration required to be paid under this Agreement, then County may terminate this Agreement in accordance with Section 16 of this Agreement."

2. The Professional Services Work Order Quote, dated September 7, 2016, is attached hereto as Attachment 1 and is incorporated herein by this reference.

3. Except as specifically amended herein, the Public Services Contract by and between Columbia County and the Act 1 Group, Inc., *dba* ATIMS (Advanced Technology Information Management Systems), as amended, remains in full force and effect.

4. This Amendment 2 is effective on the date last signed below.

THE ACT 1 GROUP, INC. dba ATIMS

By: Felix Rabinovich

Name: Felix Rabinovich

Title: Vice President

Dated: September 15, 2016

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____
Anthony Hyde, Chair

By: _____
Henry Heimuller, Commissioner

By: _____
Earl Fisher, Commissioner

Approved as to form

By: _____
Office of County Counsel

Professional Services – Work Order Quote

ATTACHMENT 1

ATIMS
Advanced Technology Information Management Systems
an Act•1 Group company
We Stand Behind Your Convictions!

Requested Services and Pricing Agreement for: Columbia County, OR Sheriff's Office

Attn: Brooke McDowell
901 Port Ave
St. Helens, OR 97051

Date: September 7, 2016

Requested Enhancement: WebLEDs Interface

	Quantity	Total
Description: ATIMS will develop an interface with WebLEDS for Warrants and Criminal history.		
The following assumptions are defined for the project:		
1. **Wants and Warrants** – WebLEDs provides pseudo-synchronous Http POST host that ATIMS JMS will use to retrieve Wants and Warrants for the inmate. We will save the data received and present to the user.	1	$5,000
2. **Criminal History** – WebLEDs provides pseudo-synchronous Http POST host that ATIMS JMS will use to retrieve the Criminal History of the inmate. We will save the data received and present to the user.	1	$5,000
Installation and Configuration		*Included*
TOTAL COST		**$10,000**

~Quote is valid for 30 days
~Payment Terms: 50% upon approval and the remaining 50% upon installation

Important -- Customer Please Read
Software - The Customer is financially responsible for the purchase of all non-ATIMS software. This includes all Microsoft and other 3rd party software. The following list includes examples of software that are NOT included in the contract price, unless otherwise stated: Microsoft operating systems (Windows 7/8/10 Workstation, Windows 2008/2012 Server), Microsoft Office, Microsoft SQL Server, Internet firewall software and camera application software. In addition, all 3rd party software packages not listed above are the financial responsibility of the Customer unless otherwise stated.

Hardware - The Customer is financially responsible for the purchase of all hardware. This includes PC Servers, PC Workstations; uninterruptible power supplies (UPS), cameras, camera station control boards and video cards, cables, wiring and other miscellaneous installation materials. All hardware purchases are the financial responsibility of the Customer and are NOT included in the contract price unless otherwise stated.

IN WITNESS WHEREOF, the party has caused this Pricing Agreement to be executed by their duly authorized representative on the date(s) shown below.

Accepted and Approved by Customer:

Signed: _____

Printed: _____

Title: _____

Date: _____, 2016

BOARD OF COUNTY COMMISSIONERS FOR

COLUMBIA COUNTY, OREGON

In the Matter of an Intergovernmental Agreement Creating the Oregon Association of County Engineers and Surveyors	ORDINANCE NO. 2016-7

WHEREAS, the Oregon Association of County Engineers and Surveyors (OACES) has existed as an informal association and affiliate of the Association of Oregon Counties (AOC), a governmental entity created in 1906 by intergovernmental agreement of Oregon's counties; and

WHEREAS, the purpose of OACES is to promote public works activities, including the construction and maintenance of roads and appurtenances to recognized engineering standards in the counties; to promote the professional application of land surveying; to promote the ethical practices of the professions; and, by the exchange of ideas, give all counties in Oregon the advantages of these professions in all phases of county services; and

WHEREAS, AOC manages the assets of OACES and assists OACES in carrying out and fulfilling their mission; and

WHEREAS, OACES has accumulated financial assets such that it is desirable for OACES to have its own legal identity, and yet continue to have AOC manage their assets and assist with carrying out and fulfilling their mission, and therefore, in accordance with ORS 190.085,

NOW, THEREFORE, THE BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY ordains as follows:

(1) It is the Board's intent to enter into an intergovernmental agreement with other Oregon Counties, which is attached hereto as Exhibit A and incorporated herein by this reference, to create an intergovernmental entity known as the Oregon Association of County Engineers and Surveyors (hereafter "OACES").

(2) The purpose of OACES is to promote public works activities, including the construction and maintenance of roads and appurtenances to recognized engineering standards in the counties; to promote the professional application of land surveying; to promote the ethical practices of the professions; and, by the exchange of ideas, give all counties in Oregon the advantages of these professions in all phases of county services.

(3) The powers, duties and functions of OACES are to facilitate and conduct meetings and conferences related to county public works and surveyor activities, including promoting best practices in county public works, the professional application of land surveying, and the ethical practices of those professions.

(4) A copy of this ordinance shall be sent to OACES and the Association of Oregon Counties (AOC), a governmental entity created in 1906 by intergovernmental agreement of Oregon's counties. An intergovernmental agreement creating OACES is being executed concurrently with this ordinance. Not later than 30 days after the effective date of the intergovernmental

agreement creating OACES, AOC shall file with the Secretary of State a copy of this ordinance and the intergovernmental agreement, together with a statement containing the name of OACES, the parties to the agreement, the purpose of the agreement and the effective date of the agreement.

DATED this _____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON

By:_____
Anthony Hyde, Chair

By:_____
Henry Heimuller, Commissioner

By:_____
Earl Fisher, Commissioner

Approved as to Form

By:_____
Office of County Counsel

Recording Secretary

By:_____
Jan Greenhalgh, Recording Secretary

First Reading: _____
Second Reading: _____

Effective Date: _____

EXHIBIT A

Intergovernmental Agreement
creating the
Oregon Association of County Engineers and Surveyors

Section 1. Creation, purpose, voting membership, and governing body

(1) Upon execution of this agreement by at least 10 counties, there is hereby created an intergovernmental entity entitled the Oregon Association of County Engineers and Surveyors (hereafter "OACES").

(2) The purpose of OACES is to promote public works activities, including the construction and maintenance of roads and appurtenances to recognized engineering standards in the counties; to promote the professional application of land surveying; to promote the ethical practices of the professions; and, by the exchange of ideas, give all counties in Oregon the advantages of these professions in all phases of county services.

(3) There are two divisions of OACES, the Public Works Division and the Surveyors Division. There shall be two voting members of OACES for each county that is a party to this agreement, one from each division. The voting member of the Public Works Division shall be the County Public Works Director, Engineer, Roadmaster, or designee. The voting member of the Surveyors Division shall be the County Surveyor or designee.

(4) The governing body of OACES shall consist of a Board of Directors of officers from among the membership, elected to those positions annually by the membership.

Section 2. Expenses, fees, accounting, personnel, term, and termination of party

(1) OACES shall be funded by annual dues paid by its members, and other financial resources obtained by OACES.

(2) The apportionment of dues shall be determined by the OACES membership, and all OACES revenue shall be accounted for by accounting and support services provided to OACES by intergovernmental agreement with the Association of Oregon Counties (AOC).

(3) OACES shall not have personnel.

(4) OACES shall not hold title to real property, but may acquire, own, and transfer personal property as necessary to carry out the purposes of OACES.

(5) The duration of this agreement is perpetual.

(6) Any party to this agreement may terminate their participation in this agreement upon 30 days' notice to OACES and AOC. Any liabilities accrued prior to termination are shared equally with all parties.

Section 3. Bonds, installment purchases, bylaws, and taxes

(1) OACES shall not issue revenue bonds or enter into financing agreements.

(2) OACES shall not enter into agreements with vendors, trustees or escrow agents for the installment purchase or lease of real or personal property.

(3) OACES may adopt bylaws necessary to carry out its powers and duties under this agreement, including, but not limited, to, additional categories of non-voting members.

(4) OACES shall not levy taxes or issue general obligation bonds.

Section 4. Debts, liabilities, obligations, and termination

(1) The debts, liabilities and obligations of OACES shall be, jointly and severally, the debts, liabilities and obligations of the parties to this agreement that created OACES.

(2) No party to this agreement has assumed responsibility for any specific debts, liabilities or obligations of OACES.

(3) Any moneys collected by or credited to OACES shall not accrue to the benefit of private persons. Upon dissolution of OACES, title to all assets of OACES shall vest in the parties to this agreement as follows:

(a) Assets shall be divided equally among the parties to this agreement; and

(b) Outstanding indebtedness or other liabilities of OACES shall be divided equally among the parties to this agreement.

(4)(a) OACES may be terminated at any time by a vote of three-quarters of the parties to this agreement.

(b) OACES shall be automatically terminated if there remain less than 10 parties to this agreement.

Section 5. Execution in counterparts

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

Baker County Date Chair, Board of Commissioners	Lake County Date Chair, Board of Commissioners
Benton County Date Chair, Board of Commissioners	Lane County Date Chair, Board of Commissioners
Clackamas County Date Chair, Board of Commissioners	Lincoln County Date Chair, Board of Commissioners
Clatsop County Date Chair, Board of Commissioners	Linn County Date Chair, Board of Commissioners
Columbia County Date Chair, Board of Commissioners	Malheur County Date County Judge, Malheur County Court
Coos County Date Chair, Board of Commissioners	Marion County Date Chair, Board of Commissioners

Crook County Date
County Judge, Crook County Court

Curry County Date
Chair, Board of Commissioners

Deschutes County Date
Chair, Board of Commissioners

Douglas County Date
Chair, Board of Commissioners

Gilliam County Date
County Judge, Gilliam County Court

Grant County Date
County Judge, Grant County Court

Harney County Date
County Judge, Harney County Court

Hood River County Date
Chair, Board of Commissioners

Jackson River County Date
Chair, Board of Commissioners

Jefferson River County Date
Chair, Board of Commissioners

Josephine County Date
Chair, Board of Commissioners

Klamath County Date
Chair, Board of Commissioners

Morrow County Date
County Judge, Morrow County Court

Multnomah County Date
Chair, Board of Commissioners

Polk County Date
Chair, Board of Commissioners

Sherman County Date
County Judge, Sherman County Court

Tillamook County Date
Chair, Board of Commissioners

Umatilla County Date
Chair, Board of Commissioners

Union County Date
Chair, Board of Commissioners

Wallowa County Date
Chair, Board of Commissioners

Wasco County Date
Chair, Board of Commissioners

Washington County Date
Chair, Board of Commissioners

Wheeler County Date
County Judge, Wheeler County Court

Yamhill County Date
Chair, Board of Commissioners

INTERGOVERNMENTAL AGREEMENT
FOR
THE SHARING OF EMERGENCY OPERATIONS CENTER PERSONNEL WITHIN THE GREATER PORTLAND METROPOLITAN REGION WHEN PERSONNEL ARE UNABLE TO GET TO THEIR NORMAL REPORTING LOCATION

This Intergovernmental Agreement ("Agreement") is entered into, pursuant to Oregon Revised Statutes (ORS) 190.010 to 190.030 and Revised Code of Washington (RCW) Chapter 39.34, by and among counties and cities, inter-local agencies, regional governments, and special districts within Clackamas, Columbia, Multnomah, and Washington counties in Oregon and Clark County in Washington (herein collectively known as "Parties").

RECITALS

WHEREAS, the Pacific Northwest is prone to natural hazards such as earthquakes, floods, wind, snow, and ice storms; and

WHEREAS, those hazards, when they occur, may cause a loss of power and communications, significantly damage or affect transportation routes, and leave Party agency Emergency Operations Center (EOC) Personnel stranded and unable to report to their normal work locations; and

WHEREAS, the Intergovernmental Agreement (IGA) for Regional Disaster Preparedness within the Greater Portland Metropolitan Region established the Regional Disaster Preparedness Organization (RDPO) for the purpose of strengthening and coordinating the five-county Portland metropolitan region's disaster preparedness, response, and recovery capabilities and enhance its disaster resilience; and

WHEREAS, the agencies that are members of the RDPO as well as other agencies in the Portland metropolitan region have EOC Personnel that are trained in emergency/incident management functions that align with and conform to National Incident Management System (NIMS) training standards; and

WHEREAS, the EOC Personnel of agencies in the Portland metropolitan region, when stranded by hazard impacts, may be available to assist with emergency management activities in another agency EOC; and

WHEREAS, ORS 190.010 to 190.030 and RCW Chapter 39.34 authorize units of local government in the states of Oregon and Washington respectively to enter into written agreements with any other unit or units of local government for the performance of any of all functions and activities that any of them has the authority to provide.

NOW, THEREFORE, the Parties agree as follows:

TERMS AND CONDITIONS

I. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to authorize, facilitate and establish conditions and provisions for the sharing of qualified EOC Personnel amongst the Parties during emergencies where transportation routes are disrupted and EOC Personnel are unable to report to their normal work locations.

II. DEFINITIONS

A. Borrower/Borrowing Agency means a Party agency who accepts Emergency Assistance in the form of personnel from another Party agency, pursuant to the terms of this Agreement.

B. Emergency includes, but is not limited to, a human-caused or natural event or other circumstance, such as an earthquake, flood, wind, snow, or ice storm, which prevents EOC Personnel from reporting to their normal work locations.

C. Emergency Assistance means EOC Personnel assistance offered during an Emergency and accepted by a Borrowing Agency to assist in the response, relief and/or recovery efforts.

D. Emergency Operations Center (EOC) is the physical location at which the coordination of information and resources to support incident management (on-scene operations) activities normally takes place. In the context of this Agreement, an EOC includes support and coordination facilities such as emergency coordination centers (ECCs), department operations centers (DOCs), and fire operations centers (FOCs).

E. Emergency Operations Center (EOC) Personnel are Party agency employees and qualified emergency service volunteers responsible for various activities occurring within an EOC such as coordination, communications, resource allocation and tracking, and information collection, analysis and dissemination. They may be full-time emergency management personnel or other personnel from the Party agency, or qualified emergency service volunteers who augment the EOC during emergencies and are trained to regional standards.

F. Emergency Program Manager means the person appointed by a Party agency who is responsible for the organization, administration and operation of the emergency management agency within its jurisdiction.

G. Lender/Lending Agency means a Party agency that provides Emergency Assistance in the form of EOC Personnel to another Party agency, pursuant to the terms of this Agreement.

H. National Incident Management System (NIMS) is a systematic, proactive approach to guide departments and agencies at all levels of government, nongovernmental organizations, and the private sector to work together seamlessly and manage incidents involving all threats and hazards – regardless of cause, size, location, or complexity – in order to reduce loss of life, property, and harm to the environment.

I. Qualified Emergency Service Volunteer: An unpaid individual registered to work with the emergency management program of one of the Parties of this Agreement to perform emergency service activities and who has passed a background-check or criminal records check by the home agency and meets minimum EOC qualifications.

J. Regional Disaster Preparedness Organization (RDPO) is a partnership of government agencies, non-governmental organizations, and private sector stakeholders in the Portland metropolitan region collaborating to increase the region's resiliency to disasters. The mission of the RDPO is to build and maintain regional disaster preparedness capabilities in the Portland metropolitan region through strategic and coordinated planning, training and exercising, and investment in technology and specialized equipment

III. ADMINISTRATION

The RDPO Manager will serve as the administrator of this Agreement. The administrator will maintain copies of all signed Agreements and organize meetings of the Party Emergency Program Managers to implement tasks related to the administration and implementation of this Agreement, as outlined in Section V.B.i.

IV. PARTICIPATION IN THIS AGREEMENT

A. Participation in this Agreement is voluntary. No Party shall be liable to another Party, or be considered to be in breach or default under this Agreement, on account of any delay in or failure to perform any obligation, except to make payment as specified in this Agreement.

B. All counties, cities, inter-local agencies, regional governments, and special districts within Clackamas, Columbia, Multnomah, and Washington counties in Oregon and Clark County in Washington, are eligible to be a Party to this Agreement.

V. ROLES OF PARTY EMERGENCY PROGRAM MANAGERS

A. Each Party agrees that its Emergency Program Manager or designee will serve as its representative in any meeting to address administration and implementation of this Agreement.

B. The Party agency Emergency Program Managers, or designees, together, shall:

   i. Meet annually or as necessary to review and update this Agreement, develop and maintain procedures for Agreement implementation, and evaluate lessons learned from actual use of this Agreement.

   ii. Develop planning details associated with being a Borrower or Lender under the terms of this Agreement.

   iii. Develop and maintain qualification standards for EOC Personnel.

   iv. Develop and implement a means to maintain and disseminate accurate rosters of approved EOC personnel (paid and volunteer)

C. Each Party agency Emergency Program Manager, or designee, shall:

   i. Participate in any meetings convened to address administration and implementation of this Agreement.

   ii. Develop and maintain procedures necessary to implement this Agreement.

   iii. Develop, maintain, and publish a current roster of approved EOC personnel, paid and volunteer. Personnel listed on the roster must meet the definition in Part II.E of this Agreement; volunteer personnel must additionally meet the definition in part II of this agreement. The list must be available to Party Emergency Program Managers, through an agreed-upon process.

   iv. Maintain a current master copy of this Agreement, and a copy of all implementing policies, procedures, and other documentation.

   v. Notify all Parties if their agency terminates its participation in this Agreement.

VI. EMERGENCY OPERATIONS CENTER (EOC) PERSONNEL

A. EOC Personnel must meet at least the minimum qualification standards established by the Party agency Emergency Program Managers and be willing to offer Emergency Assistance to another Party agency in order to participate in this program.

B. EOC Personnel are authorized to offer Emergency Assistance to other Party agencies (i.e., Borrowers) when an Emergency prevents them from reporting to their normal work locations. EOC Personnel will make every effort to report to their normal work locations before offering assistance to another Party agency.

C. When reporting to another agency's EOC, EOC Personnel must request an assignment from a person authorized to assign and supervise personnel in that EOC.

D. The Borrowing Agency is not required to accept and assign reporting EOC Personnel.

E. EOC Personnel will make appropriate efforts to advise their employers of their situation either directly or through the Borrowing Agency.

VII. EMPLOYEES AS INDEPENDENT CONTRACTORS

A. Each Lender shall be and operate as an independent contractor of the Borrower in the provision of any Emergency Assistance. Employees of the Lender shall, at all times while performing Emergency Assistance, continue to be employees of the Lender and shall not be deemed employees of the Borrower for any purpose. Wages, hours, and other terms and conditions of employment of the Lender shall remain applicable to its employees who perform Emergency Assistance. Each Lender shall be solely responsible for payment of its employees' wages, any required payroll taxes and any benefits or other compensation. A Borrower shall not be responsible for paying any wages, benefits, taxes, or other compensation directly to a Lender's employees. The costs associated with borrowed employees are subject to the reimbursement process outlined in Paragraph IX, Payment for Emergency Assistance.

B. In no event shall a Lender or its officers, employees, agents, or representatives be authorized (or represent that they are authorized) to make any representation, enter into any agreement, waive any right, or incur any obligation in the name of, on behalf of or as agent for a Borrower under or by virtue of this Agreement.

C. Loaned employees shall remain under the administrative control of the Lender, but will be under the operational control of the emergency management authorities of the Borrower. The Lender shall not be liable for cessation or slowdown of work if the Lender's employees decline or are reluctant to perform any assigned task if said employees judge such task to be unsafe. A request for loaned employees to direct activities of others during a particular operation does not relieve the Borrower of any responsibility or create any liability on the part of the Lender for decisions and/or consequences of the operation.

VIII. DUTIES OF BORROWING AGENCY

A. The Borrower is responsible for making arrangements, as necessary, to provide for the safety, housing, meals, and transportation to and from job/housing sites for loaned EOC Personnel. Costs associated with such arrangements shall be borne by the Borrowing Agency.

B. The Borrower is responsible for ensuring EOC Personnel understand the scope of their assigned duties and for training them on the policies of the Borrowing Agency, or agreeing that EOC Personnel will perform duties in accordance with the Lending Agency's policies.

C. Unless otherwise agreed to with the Lender, the Borrower shall release EOC Personnel providing Emergency Assistance as soon as conditions allow the personnel to return to their normal work locations. The Borrower shall notify the Lender when the Lender's EOC Personnel are released.

IX. PAYMENT FOR EMERGENCY ASSISTANCE

The Parties agree to the following terms:

A. The Lender is authorized to invoice the Borrower for the total costs of loaned employees including salary or hourly wages, overtime, benefits, and overhead for all time beyond the first 12 hours. All costs shall be consistent with the Lender's personnel union contracts, if any, or other conditions of employment. The Borrower and Lender may make other arrangements for payment if mutually agreed to.

B. A Borrower shall pay a Lender for all valid and invoiced costs associated with Emergency Assistance provided by the Lender within sixty (60) days of receipt of the Lender's invoice. The Lender, in its sole discretion, may elect to extend the repayment deadline upon written request of the Borrower.

C. Qualified emergency service volunteers, under this Agreement, are not paid and therefore not subject to wage reimbursement.

X. TERMINATION

Any Party opting to terminate its participation in this Agreement shall provide written notice to the administrator of this agreement and the Emergency Program Managers of the other Parties. Notice of termination becomes effective upon receipt by the other Parties. Any Party terminating its participation remains liable for all obligations incurred during its period of participation, until the obligation is satisfied.

XI. RECORD KEEPING

Time sheets and/or daily logs showing hours worked by EOC Personnel will be recorded on a shift-by-shift basis and provided to the Borrower as needed. Under all circumstances, the Borrower remains responsible for ensuring that the amount and quality of all documentation is adequate to enable disaster reimbursement.

XII. INDEMNIFICATION AND LIMITATION OF LIABILITY

A. INDEMNIFICATION. Except as provided in Paragraph B below, to the fullest extent permitted by applicable law, the Borrower releases and shall indemnify, hold harmless and defend each Lender and its officers, employees and agents from and against any and all costs, including costs of defense, claims, judgments, or awards of damages asserted or arising directly or indirectly from, on account of, or in connection with providing Emergency Assistance to the Borrower, whether arising before, during or after performance of the Emergency Assistance and whether suffered by any of the Parties or any person or entity.

The Borrower agrees that its obligation under this section extends to any claim, demand and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, the Borrower, hereby waives, as respects any indemnity only, any immunity that would otherwise be available against such claims under the workers' compensation coverage requirements of ORS Chapter 656 and RCW Title 51.

A qualified emergency service volunteer is an agent of the Borrower for the purpose of acts and omissions of the volunteer that are within the course and scope of the volunteers duties. The Borrower shall defend, save harmless and indemnify the volunteer for any tort claim arising out of an act or omission while the volunteer is performing emergency service activities for the Borrower. This protection is subject to additional provisions in Oregon and Washington state law (see ORS 401.364 and RCW 38.52.180).

B. ACTIVITIES IN BAD FAITH OR BEYOND SCOPE. No Party shall be required under this Agreement to indemnify, hold harmless and defend any other Party from any claim, loss, harm, liability, damage, cost, or expense caused by or resulting from the activities of any Party's officers, employees, or agents acting in bad faith or performing activities beyond the scope of the duties assigned by the Borrower or a person granted supervisory authority by the Borrower.

C. LIABILITY FOR PARTICIPATION. In the event of any liability, claim, demand, action or proceeding, or whatever kind or nature, arising from the rendering of Emergency Assistance through this Agreement, the Borrower agrees

to indemnify, hold harmless, and defend, to the fullest extent of the law, each signatory to this Agreement whose only involvement in the transaction or occurrence, which is the subject of such claim, action, demand or proceeding, is the execution and approval of this Agreement.

XIII. WORKERS' COMPENSATION AND EMPLOYEE CLAIMS

A. All Lender employees made available to a Borrower shall remain the general employees of the Lender while engaging in and carrying out duties, functions, or activities pursuant to this Agreement, and each Party shall remain fully responsible as the employer for all taxes, assessments, fees, premiums, wages, withholdings, worker's compensation, and other direct and indirect compensation, benefits, and related obligations with respect to its employees. Likewise, each Party shall provide worker's compensation in compliance with statutory requirements of the states of Oregon and Washington.

B. All EOC Personnel that are qualified emergency service volunteers made available to a Borrower shall follow the Borrowing Agency policies for volunteers. Volunteers are not paid employees and are not subject to worker's compensation or other direct and indirect compensation, benefits, or related obligations, except as provided in ORS 401.368 and WAC 118-04.

XIV. NON-EXCLUSIVENESS AND OTHER AGREEMENTS

A. This Agreement is not intended to be exclusive among the Parties. Any Party may enter into separate Emergency Assistance agreements with any other entity. No such separate agreement shall terminate any responsibility under this Agreement.

B. Other agreements for Emergency Assistance between any Parties are unaffected by this Agreement and remain in effect until separately terminated. When another agreement exists at the time a request for Emergency Assistance is made, the Borrower and Lender should be clear about the agreement under which the request is being made and by which the assistance costs will be paid.

XV. NO PARTNERSHIP

This Agreement shall not be interpreted or construed to create an association, joint venture or partnership among the Parties or to impose any partnership obligation or liability upon any Party. Further, no Party shall be considered an agent of any other Party or otherwise have authority to bind any other Party.

XVI. NO THIRD PARTY BENEFICIARY

Nothing in this Agreement shall be construed to create any rights in or duties to any third party, nor any liability to or standard of care in reference to any third party. This Agreement shall not confer any right or remedy upon any person other than the Parties. This Agreement shall not release or discharge any obligation or liability of any third party to any Party.

XVII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement, though other existing agreements of the Parties may take precedence over certain concepts outlined in this Agreement.

XVIII. SUCCESSORS AND ASSIGNS

This Agreement is not transferable or assignable, in whole or in part, and any Party may terminate its participation in this Agreement subject to Article X.

XIX. TORT CLAIMS

It is not the intention of this Agreement to remove from any of the Parties any protection provided by applicable tort claims laws. However, between a Borrower and a Lender, the Borrower retains full liability to the Lender for any claims brought against the Lender as described in other provisions of this Agreement.

XX. WAIVER OF RIGHTS

Any waiver at any time by any Party of its rights with respect to a default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not constitute or be deemed a waiver with respect to any subsequent default or other matter arising in connection with this Agreement. Any delay in asserting or enforcing any right, except those related to the statutes of limitations, shall not constitute or be deemed a waiver.

XXI. ADHERENCE TO LAW

Each Party shall comply with all federal, state, and local laws and ordinances applicable to this Agreement.

XXII. EXECUTION IN COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

IGA FOR THE SHARING OF EMERGENCY OPERATIONS CENTER PERSONNEL WITHIN THE GREATER PORTLAND METROPOLITAN REGION WHEN PERSONNEL ARE UNABLE TO GET TO THEIR NORMAL REPORTING LOCATION

SIGNATURE PAGE

In Witness Whereof, the Public Entity _____ (Party) has caused this Agreement to be executed by its duly authorized representatives as of the date of their signatures below:

_____	_____	_____
Signature of Officer	Date	Officer's Title
_____	_____	_____
Signature of Counsel	Date	Counsel's Title

Name and title of primary Contact Representative: _____

Address: _____

_____

Phone: _____ Email: _____

Name and title of alternate Contact Representative: _____

Phone: _____ Email: _____

1. Mail the original signed **IGA Signature Page** (this page - actual hard copy page) to:
   RDPO Manager
   Portland Bureau of Emergency Management/RDPO
   9911 SE Bush St., Portland, OR 97266
   E-mail: denise.barrett@portlandoregon.gov
   Telephone: (503) 823-5386
2. Retain a second original signed **IGA Signature Page** for your records.

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR COLUMBIA COUNTY, OREGON

In the Matter of the Cancellation of Real Property Taxes	)))	ORDER No. 56-2016

WHEREAS, ORS 311.790, provides that no county court shall have authority to compromise any tax or taxes levied and charged on the tax roll of any year, or to compromise any tax or taxes levied and charged on the tax roll of any year, or to abate interest or other lawful charges thereon, except where litigation involving the validity of such tax or taxes is pending or seriously threatened and there is a grave legal question as to such validity; and

WHEREAS, the Columbia County Assessor, Tax Collector and County Counsel have determined that one parcel of property included on the 2014 Foreclosure List is common property as defined in ORS 94.550(7), and is not taxable pursuant to ORS 94.728(2); and

WHEREAS, if the County takes deed to such property, litigation could be expected;

NOW THEREFORE IT IS HEREBY ORDERED as follows:

1. The Columbia County Tax Collector is directed to cancel the property taxes assessed against property shown on Exhibit "1".

2. The Columbia County Tax Collector shall modify the 2014 Foreclosure List to remove the property shown on Exhibit "1" upon order of the Columbia County Circuit Court.

Dated this ____ day of September, 2016.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By:_____
Anthony Hyde, Chair

By:_____
Henry Heimuller, Commissioner

By:_____
Earl Fisher, Commissioner

Approved as to form

By:_____
Office of County Counsel

EXHIBIT 1

LIST NO.	NAME
14-019	Heritage Farm Homeowner's Association (TMID 5N4W34-00-00900)

Oregon
John A. Kitzhaber, MD, Governor

Department of Administrative Services
Enterprise Goods and Services
Publishing & Distribution
550 Airport Road SE
Salem, Oregon 97301-6084
(503) 373-1700
FAX (503) 373-7789

State of Oregon
Department of Administrative Services (DAS)
Publishing and Distribution (P&D)

INTERGOVERNMENTAL AGREEMENT FOR DOCUMENT PUBLISHING, PROCESSING AND DELIVERY

USE OF STATE PRINTING AND MAILING SERVICES

Agreement Number 253 -16

This agreement, hereinafter referred to as "Agreement," is made and entered into this _ ., by and between the State of Oregon, Department of Administrative Services (DAS), Publishing and Distribution (P&D), 550 Airport Road SE, Salem OR 97301-6084, hereinafter referred to as "State, DAS, or P&D" and Columbia County, 230 Strand St, St Helens OR 97051, hereinafter referred to as "Political Subdivision."

1. **PURPOSE**
   The purpose of this agreement is to reduce document publishing and mailing expenses for public agencies in Oregon by providing access to cost effective and efficient print-to-post technologies and services.

2. **STATUTORY AUTHORITY**
   In accordance with and pursuant to the provisions of ORS Chapter 190, entitled "INTERGOVERNMENTAL COOPERATION", the State is authorized to cooperate with and furnish services to a city, county, district, or other municipal corporation, commission, authority, entity or political subdivision organized and existing under statute or city or county charter in Oregon. By execution of this Agreement, Political Subdivision represents that it meets the criteria for cooperation or receipt of services from the State.

   In accordance with and pursuant to the provisions of ORS Chapter 283.140, the Department of Administrative Services has authority to operate central mail services for state agencies where it is economical to do so. The agency is also directed to report opportunities for saving (money) through state agency mailroom centralization, consolidation, and automation and through mail route coordination.

   In accordance with and pursuant to the provisions of ORS Chapter 282.020 and 282.050(2), "The Director of the Oregon Department of Administrative Services **or the Director's Designee** shall control and manage the state printing section and all state printing. (b) Control all state printing purchases, including those outside of the **Oregon Department of Administrative Services**; and any printing conducted outside of the **department** on behalf of state government may be conducted only through authority of the **Director or the Director's Designee**." "The Oregon Department of Administrative Services shall control and regulate the performance and production of all multiple duplication work required by state agencies and the purchase and use of multiple duplicating equipment, including but not limited to xerographic or other copying devices. The department shall itself perform, through the state printing plant, such duplication services for the state agencies as may practicably and economically be performed centrally, and for those purposes require that duplicating equipment possessed by any agency be transferred to the state printing section."

3. **SERVICES TO BE PROVIDED**
   a) Upon Political Subdivision's written order, State will provide to Political Subdivision for the term of this Agreement, and in return for payment, document publishing, processing and mailing services which include but are not limited to: printing, duplicating, binding, folding, tabbing, inserting, metering, addressing, bulking, sorting and mailing.

b) Orders cannot be canceled by Political Subdivision except on terms that will compensate State against loss incurred in reliance on the order.

c) Title for finished work shall pass to Political Subdivision upon delivery to common carrier at shipping point or upon delivery to Political Subdivision, whichever occurs first. State's responsibility for the shipment ceases with delivery to the carrier and claims for loss or damage must be presented to the carrier.

d) (For printing orders) Upon Political Subdivision's request, proof will be furnished by State to Political Subdivision and promptly read, corrected (if necessary) and returned by Political Subdivision to State. State warrants that finished work will conform to corrected proof. State is not responsible for any errors evident in the proof if Political Subdivision does not review or correct the proof.

4. TERM

This Agreement is effective, and considered fully executed, upon signature by both parties. The initial term of this Agreement is one year from effective date of this Agreement. The term of this Agreement may be extended if it is mutually agreeable to do so. Such extension shall be in writing.

5. CONSIDERATION

Political Subdivision shall pay State in accordance with the rates and charges set forth in Exhibit B Rate Schedule.

6. INVOICING

Upon submission of job, Political Subdivision will provide DAS with an account number assigned to it by the State Financial Management System (SFMS). In the month following job completion, DAS will mail Political Subdivision an invoice for services and postage. The invoice will be mailed to the address associated with the account number assigned to political subdivisions in the SFMS.

7. PAYMENT PROVISIONS

Payment is due no later than 30 days after you receive the invoice.

8. CANCELLATION

Either party may terminate this agreement without liability or penalty, upon thirty (30) days written notice to the other party. No such termination shall prejudice any obligations or liabilities of either party already accrued prior to the effective date of termination.

9. RESPONSIBILITIES OF THE POLITICAL SUBDIVISION

a) It is understood that using the services authorized by this agreement is elective on the part of the Political Subdivision.

b) The Political Subdivision is responsible for providing the State with the necessary information and/or files necessary to publish and mail in a cost effective and timely manner.

10. LIABILITIES

State Liability

a) State agrees to perform the work in a good and workmanlike manner consistent with the customs and practices of the industry. State expressly excludes all other guarantees, warranties or representations. State will not be liable for any indirect or consequential damages, with State's sole liability being limited to the repair and reasonable costs of correcting any errors that are attributable to State.

b) State shall not be responsible for delays beyond the control of State such as labor stoppage, equipment breakdown, strikes, delays of suppliers, contractors or carriers, fire, or acts of God.

11. LIMITATION OF LIABILITY

Neither party shall be liable or responsible for any indirect, special or consequential damages.

12. INDEMNITY

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 a party (the "Notified Party") with respect to which the other party ("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. Either 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 the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim. With respect to a Third Party Claim for which the State is jointly liable with the County (or would be if joined in the Third Party Claim), the 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 the County in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the County 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 the State on the one hand and of the County 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. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the County is jointly liable with the State (or would be if joined in the Third Party Claim), the County 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 the State in such proportion as is appropriate to reflect the relative fault of the County on the one hand and of the 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 the County on the one hand and of the 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. The County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

Alternative Dispute Resolution

The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the 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.

13. DISCLAIMER

THE FOREGOING UNDERTAKING IS IN LIEU OF ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE. STATE MAKES NO REPRESENTATION OR WARRANTY AS TO WHETHER THE PRINT SERVICES ARE USABLE FOR A PARTICULAR PURPOSE, WHETHER OR NOT STATE HAS BEEN INFORMED OF THE NATURE OF ANY SUCH PURPOSE OR HAS OFFERED AN OPINION AS TO THE USE OF THE STATE PRINT SERVICES FOR SUCH A PURPOSE.

Signatures of Approval

When the parties sign this IGA, it will become approved and operational.

Department of Administrative Services

By: _____ Date: _____

Customer Relations Manager

Publishing & Distribution

By: _____ Date: _____

Contracts Manager

DAS Operations

Columbia County

By: _____ Date: _____

Title: _____

_____

By: _____ Date: _____

Title: _____

_____

EXHIBIT A
STATEMENT OF WORK

1. **Political Subdivision shall:**

a) Make all arrangements necessary to procure and deliver preprinted Property Tax Statement stock to DAS Publishing & Distribution at 550 Airport Road SE, Salem, Oregon. It is understood that no printing can commence until said stock is delivered.

b) Order and arrange for all envelopes needed for mailing be delivered to DAS, no **earlier** than August 8, 2016, and not later than September 5, 2015.

c) Provide files for inserts to DAS as mutually agreed upon between Political Subdivision and DAS project coordinator.

d) Provide DAS project coordinator the projected date when live files are expected to be delivered to DAS no later than August 21, 2016.

e) Use secure file transfer protocol (SFTP) to timely transfer files to DAS for printing and mailing.

f) Ensure documents contain sequential numbers to aid in audit control.

g) Bear the costs for overtime accrued as a result of the Political Subdivision's failure to meet agreed upon submission time.

h) Bear the responsibility for any errors or omissions made according to the responsibilities set forth above, and shall in no way hold DAS financially responsible for the correction of these errors or omissions.

i) Bear the costs for pre-paying postage required by the United States Postal Service for mailings. Check must be received seven (7) working days prior to mailing. Please make checks payable to Pitney Bowes Reserve Account. Detailed instructions provided by P&D Customer Relations Management representative (CRM).

j) Provide completed data sheet five (5) calendar days prior to live printing. See example Attachment 1

k) Testing shall be completed by September 18, 2016. NOTE: If lock box testing is required, testing must commence by August 17, 2016.

2. **DAS shall provide the following services:**

a) Printing

i) DAS shall print property tax statements using the data files and property tax statement stock provided by Political Subdivision.

ii) DAS shall store and secure tax statement stock during the printing process.

iii) DAS shall print other materials as requested by Political Subdivision in accordance with established state printing standards and prices.

b) Processing:

i) DAS shall fold and insert tax statements, and corresponding inserts, so that the address is clearly visible inside the envelope window.

ii) To obtain the lowest possible discounted postage rate and in accordance with the USPS rules for automated first class bar-coded mailings, DAS will pre-sort up to two ounce mail pieces processed under this agreement.

iii) **Additional Processing as indicated by checked boxes.**

Political Subdivision to check all boxes that apply and complete requested information.

☒ Yes ☐ No Lock box testing required. Send lock box test to: _____.

☐ Yes ☒ No DAS will hold approximately 500 pre-specified statements for pickup by Political

Subdivision.

☒ Yes ☐ No DAS will use automated inserting equipment to insert approximately 24,000 single-page tax statements into windowed envelopes.

☒ Yes ☐ No DAS will use automated "smart" inserting equipment to insert multiple tax statements into #10 business envelope with expansion scored flap.

☒ Yes ☐ No DAS will hand-insert approximately 600 multiple tax statements into appropriate sized mailing containers.

Political Subdivision to choose only one:

N/A DAS will run all one and two ounce mail pieces through address update software to obtain discounted postage rates.

☒ DAS will not run presort mail through address correction software and will not print "Return Service Requested" on presort mail because Political Subdivision has envelopes pre-printed with the appropriate address update endorsement.

☐ DAS does not mail.

b) Mailing

i) Non-letter size mail pieces will be metered and mailed as single piece.

ii) DAS will store and secure all finished tax statements until the mutually agreed upon mailing date.

iii) DAS shall ensure the mailing is delivered to United States Postal Service.

iv) All mailing must be completed on or before October 25, 2015.

v) Any errors or omissions which are made according to the responsibilities set forth above shall become the responsibility of DAS and DAS shall in no way hold the Political Subdivision financially responsible for the correction of these errors or omissions.

7. Deliverables:

i) DAS shall ensure that the Political Subdivisions' requirements are met as set forth in the Statement of Work with a completion date of no later than October 25, 2015.

ii) DAS shall provide the Political Subdivision with invoices that reflect services and material charges for the tax bill printing and mailing project at rates set forth below.

Exhibit B
Rate Schedule
P&D PRICE MATRIX

Area	Description	Rate	Unit	Notes
Print	Printing on Provided Stock	$ 0.031	Impression	
Print	Variable data piece tracking	$ 0.005	Record	
Mail	Insert and Meter	$ 0.093	Mail Piece	Up to 5 inserts
Mail	OCR Barcode and Pre-Sort	$ 0.037	Mail Piece	USPS Requirement to obtain the best available postage rate
Mail	Fast-forward address correction	$ 0.110	Per corrected address	USPS Requirement to obtain the best available postage rate. Average 10% of total mail pieces
Mail	1-2 oz. First Class discount postage	$ 0.376	Mail Piece	** Current US Postal Service rate (subject to change)
	Other Services			
Pre Production	Template Design	$ 79.000	Hour	Only charged for non print ready files
Pre Production	Programming	$ 79.000	Hour	Only charged for non print ready files
Mail	Metering for letters	$ 0.098	Mail Piece	For Non Automated inserted letters
Mail	Metering for Flats	$ 0.152	Mail Piece	For Non Automated inserted flats
Other	Hand Work	$ 65.000	Hour	Hand Folding and inserting (as and if needed)
Other	Overtime	$ 60.000	Hour	If print ready files are not received by the mutually agreed upon day and time, Publishing & Distribution ***may*** need to recover overtime necessary to complete the job on due date.

Insert Group 1

1 sided / folded – 8.5 x 11 and 8.5 x 14 Black ink on colored paper.

1-24,999 copies	$.0360 per insert*
25,000-49999 copies	$.0335 per insert*
50,000-99,999 copies	$.0318 per insert*
100,000 + copies	$.0314 per insert*

1 sided / folded – 8.5 x 11 and 8.5 x 14 Black ink on white paper.

1-24,999 copies	$.0273 per insert*
25,000-49999 copies	$.0249 per insert*
50,000-99,999 copies	$.0233 per insert*
100,000 + copies	$.0230 per insert*

1 sided / folded – 8.5 x 11 and 8.5 x 14 Black + 1 pms ink on colored paper.

1-24,999 copies	$.0427 per insert*
25,000-49999 copies	$.0379 per insert*
50,000-99,999 copies	$.0347 per insert*
100,000 + copies	$.0341 per insert*

1 sided / folded – 8.5 x 11 and 8.5 x 14 Black + 1 pms ink on white paper.

1-24,999 copies	$.0341 per insert*
25,000-49999 copies	$.0293 per insert*
50,000-99,999 copies	$.0262 per insert*
100,000 + copies	$.0253 per insert*

Insert Group 2

2 sided / folded – 8.5 x 11 and 8.5 x 14 Black ink on colored paper.

1-24,999 copies	$.0390 per insert*
25,000-49999 copies	$.0355 per insert*
50,000-99,999 copies	$.0333 per insert*
100,000 + copies	$.0313 per insert*

2 sided / folded – 8.5 x 11 and 8.5 x 14 Black ink on white paper.

1-24,999 copies	$.0300 per insert*
25,000-49999 copies	$.0269 per insert*
50,000-99,999 copies	$.0248 per insert*
100,000 + copies	$.0244 per insert*

Insert Group 2 continued

2 sided / folded – 8.5 x 11 and 8.5 x 14 Black + 1 pms ink on colored paper.

1-24,999 copies	$.0470 per insert*
25,000-49999 copies	$.0419 per insert*
50,000-99,999 copies	$.0386 per insert*
100,000 + copies	$.0379 per insert*

2 sided / folded – 8.5 x 11 and 8.5 x 14 Black + 1 pms ink on white paper.

1-24,999 copies	$.0394 per insert*
25,000-49999 copies	$.0343 per insert*
50,000-99,999 copies	$.0301 per insert*
100,000 + copies	$.0303 per insert*

Insert Group 3

1 sided – 1/3 sht Black ink on colored paper.

1-24,999 copies	$.0145 per insert**
25,000-49999 copies	$.0115 per insert**
50,000-99,999 copies	$.0099 per insert**
100,000 + copies	$.0097 per insert**

1 sided – 1/3 sht Black ink on white paper.

1-24,999 copies	$.0111 per insert**
25,000-49999 copies	$.0084 per insert**
50,000-99,999 copies	$.0069 per insert**
100,000 + copies	$.0067 per insert**

1 sided – 1/3 sht Black ink +1 pms on colored paper.

1-24,999 copies	$.0206 per insert**
25,000-49999 copies	$.0147 per insert**
50,000-99,999 copies	$.0117 per insert**
100,000 + copies	$.0112 per insert**

1 sided – 1/3 sht Black + 1 pms ink on white paper.

1-24,999 copies	$.0171 per insert**
25,000-49999 copies	$.0115 per insert**
50,000-99,999 copies	$.0087 per insert**
100,000 + copies	$.0082 per insert**

Insert Group 4

2 sided – 1/3 sht Black ink on colored paper.

1-24,999 copies	$.0169 per insert**
25,000-49999 copies	$.0128 per insert**
50,000-99,999 copies	$.0107 per insert**
100,000 + copies	$.0105 per insert**

2 sided – 1/3 sht Black ink on white paper.

1-24,999 copies	$.0134 per insert**
25,000-49999 copies	$.0097 per insert**
50,000-99,999 copies	$.0077 per insert**
100,000 + copies	$.0075 per insert**

2 sided – 1/3 sht Black ink + 1 pms on colored paper.

1-24,999 copies	$.0214 per insert**
25,000-49999 copies	$.0164 per insert**
50,000-99,999 copies	$.0133 per insert**
100,000 + copies	$.0127 per insert**

2 sided – 1/3 sht Black + 1 pms ink on white paper.

1-24,999 copies	$.0176 per insert**
25,000-49999 copies	$.0131 per insert**
50,000-99,999 copies	$.0102 per insert**
100,000 + copies	$.0096 per insert**

Specifications:

OCE reserves the right to review annually documentation of its expenses for utilities, materials and supplies, equipment, and personnel to determine if a price adjustment is necessary to maintain the service provided in this agreement.

Rush charges (20%) will be assessed on any order with less than six full production days from the proof approval date to delivery request date to cover additional production costs and overtime.

*Stocks quoted in this estimate are on a #20 basis.

**Stocks quoted in this estimate are on a #70 basis

Colored paper refers to choices supplied by OCE through the Earthchoice line.

Printing process uses Soy Ink, Recycled stocks and chemical free printing plate process.

Property Tax Statements - Detail Sheet Tax Year (YYYY)

Date	*mm/dd/yyyy*
County Name	Columbia
Address	230 Strand ST
	St Helens OR 97051
Contact	Mary Ann Guess
Phone	503-397-0060
Agency #	1000055
Fast Forward OK	*Yes or No*
Main Mailing Envelope	#10 White w/ left window
Number of Print Files	8

Order Number	XXXXXXX
Test Order Number	XXXXXXX
Total Number of inserts	
Insert # 1	*#9 Green Return Envelope*
Insert # 2	
Insert # 3	
Print File Transmit Date	mm/dd/yyyy
Mail Date	*mm/dd/yyyy*
Okay to Mail Sooner	*Yes or No*
Pick up Date	*mm/dd/yyyy*

Batch (file) Name	File Number	Record Qty	*Form Color - Size	Mail/Deliver	Mail, Ship, Package or Delivery Instructions	Control # Seq Begin	Control # Seq End	Multiple Batch # Cntrl Begin	Multiple Batch # Cntrl End
7000571_Columbia_TS_Fish_and_Wildlife_23.pdf	774	23	Green - 11"	Deliver	Leave FLAT - Ship UPS Overnight to County	000001	000023		
7000571_Columbia_TS_Foreclosure_74.pdf	773	74	Green - 11"	Deliver	Leave FLAT - Ship UPS Overnight to County	000001	000074		
7000571_Columbia_TS_Green_1_5000.pdf	780	5,000	Green - 11"	Mail	Insert #9 green envelope	000001	005000		
7000571_Columbia_TS_Green_5001_10000.pdf	780	5,000	Green - 11"	Mail	Insert #9 green envelope	005001	010000		
7000571_Columbia_TS_Green_10001_15000.pdf	780	5,000	Green - 11"	Mail	Insert #9 green envelope	010001	015000		
7000571_Columbia_TS_Green_15001_16155.pdf	780	1,155	Green - 11"	Mail	Insert #9 green envelope	015001	016155		
7000571_Columbia_TS_Yellow_1_5000.pdf	779	5,000	Yellow - 11"	Mail		000001	005000		
7000571_Columbia_TS_Yellow_5001_7724.pdf	779	2,724	Yellow - 11"	Mail		005001	007724		

Total Print Qty	23,976
Return to County	xxxx
Mail	xxxx
Green Form	xxxx
Yellow Form	xxxx

* Form Color Options: Green, Yellow, Green/Black or Yellow/Black
* Form Size Options: 11" or 14"

Files sent in this manner (combined and grouped in like production needs) allow counties the maximum cost benefits.

Amendment Number 1

Project Name: Northwest Oregon Regional Housing Rehabilitation Grant Program

This amendment is made and entered into by and between the State of Oregon, acting by and through the Oregon Infrastructure Finance Authority ("IFA"), and Columbia County ("Recipient"), and amends the Regional Housing Rehabilitation Grant Contract between Recipient and IFA, Project Number H15014, dated 21 March 2016, ("Contract") for the above-named Project. Capitalized terms not defined in this amendment shall have the meanings assigned to them by the Contract.

Recital: The purpose of this amendment is to accommodate Recipient's request to decrease the amount of matching funds.

The parties agree to: Delete Exhibit E (Project Budget) and replace it with the attached new Exhibit E.

IFA will have no obligation under this amendment, unless within 60 days after receipt, the Recipient delivers to IFA the following items, each in form and substance satisfactory to IFA and its Counsel:

(i) this amendment duly executed by an authorized officer of the Recipient; and

(ii) such other certificates, documents, opinions and information as IFA may reasonably require.

Except as specifically provided above, this amendment does not modify the Contract, and Contract shall remain in full force and effect during the term thereof. This amendment is effective on the date it is fully executed and approved as required by applicable law.

STATE OF OREGON
acting by and through the
Oregon Infrastructure Finance Authority

775 Summer Street NE Suite 200
Salem OR 97301-1280
Phone 503-986-0104

By: _____
Robert Ault, Manager
Program Services Division

Date: _____

COLUMBIA COUNTY

230 Strand St
Saint Helens OR 97051-2040
Phone 503-397-4322

By: _____
Tony Hyde, County Commissioner

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

Not required by OAR 137-045-0050

Exhibit E: Project Budget

	IFA Funds	Other / Matching Funds
Activity	Approved Budget	Approved Budget
Rehabilitation Grant Fund	$225,000	
Environmental Review	10,000	
Grant Administration 17265	20,000	
Program Management 17264	45,000	
Total	$300,000	

IFA Disbursement Request

Amendment Number 1

business oregon IFA Infrastructure Finance Authority

Recipient: Columbia County

Project Name: Northwest Oregon Regional Housing Rehabilitation Grant Program

Funding Programs: Oregon Community Development Block Grant

Project Number: H15014 314-35

Request Number:

Final Draw? ○Yes ○No

Reporting Period: to

IFA Reference: IDIS # 17263

	IFA Funds (Enter Whole Dollars Only)				**Other / Matching Funds** (Enter Whole Dollars Only)				**All Funds**
(A)	(B)	(C)	(D)	(E) = [B-C-D]	(F)	(G)	(H)	(I) = [F-G-H]	(J) = [C+D+G+H]
Activity	Approved Budget	Prior Disbursements	Current Request	Balance	Approved Budget	Prior Expenditures	Current Expenditure	Balance	Disbursed & Expended
Rehabilitation Grant Fund	$225,000			$225,000					
Environmental Review	10,000			10,000					
Grant Administration 17265	20,000			20,000					
Program Management 17264	45,000			45,000					
Total	$300,000			$300,000					

Certification: We certify that the data are correct and that the amount requested is not in excess of current needs.

Authorized Signature & Title — Date

Authorized Signature & Title — Date

Project Contact for Payment Notification — Phone Number

E-Mail Address

For IFA Use Only: I have reviewed this request and approve payment to the above mentioned recipient in the amount(s) listed below.

Dollar Amount	**Funding Type** Loan / Grant / Forgivable	**Funding Program** (If more than one source of funds)
$		
$		
$		
$		

Regional Coordinator Signature — Date — Manager Signature — Date

CONSTRUCTION EXCISE TAX INTERGOVERNMENTAL AGREEMENT TO COLLECT AND REMIT TAX BETWEEN SCAPPOOSE SCHOOL DISTRICT AND COLUMBIA COUNTY

This Construction Excise Tax Intergovernmental Agreement to Collect and Remit Tax ("CET Collection IGA") is effective on the last date of signature below, and is by and between Scappoose School District No. 1J, a school district organized under the laws of the state of Oregon ORS 330.005 ("School District"), and Columbia County ("Jurisdiction"), collectively referred to as "Parties."

WHEREAS, Senate Bill 1036, which was adopted by the 2007 Legislature and which became effective on September 27, 2007, authorizes school districts, as defined in ORS 330.005, to impose construction excise taxes to fund capital improvements to school facilities; and

WHEREAS, Section 5 of Senate Bill 1036 provides that the Construction Excise Tax shall be collected by local jurisdictions and remitted pursuant to intergovernmental agreements; and

WHEREAS, School District is contemplating imposing a construction excise tax within the School District and Section 5 of Senate Bill 1036 also requires school district to enter into intergovernmental agreements with any local government or special district that would collect the tax prior to the adoption of a construction excise tax; and

WHEREAS, the Parties desire to agree to certain procedures needed to collect the Construction Excise Tax and remit the tax to School District.

NOW THEREFORE, the Parties hereto agree as follows:

1. Information and Forms. Jurisdiction shall provide all of the forms necessary to collect the Construction Excise Tax and School District will provide all necessary information to assist Jurisdiction in doing so.

2. Staffing. Jurisdiction shall provide sufficient staff to calculate and collect the CET along with the collection of other permit fees. School District shall provide sufficient staff to implement the CET program.

3. Collection; Start date. Jurisdiction agrees to collect the CET on behalf of School District for those properties within School District and within Jurisdiction. Jurisdiction shall begin collecting the CET on October 1, 2016, and shall continue collection until the CET expires or is terminated by School District.

4. Exemptions. School District shall provide Jurisdiction with all forms necessary for CET exemptions, rebates, and refunds, and any other forms or information necessary for implementation of the CET. If a Person or entity asserts that it is exempt from the CET and files a School District CET Exemption Form at the time the CET would otherwise be due, Jurisdiction shall grant the exemption. It shall be School District's responsibility to determine the validity of the exemption and to institute collection procedures to obtain payment of the CET, as well as any other remedy School District may have under law, if the Person was not entitled to the exemption.

5. Remittance. Jurisdiction shall remit the collected CET to School District. Remittance shall be quarterly, unless a jurisdiction prefers to remit the CET monthly, by the 30th of the month following the quarter (or month) ending. Quarters end on March 31, June 30, September 30, and December 31, of each year. CET remittance and the CET Report shall be sent to Scappoose School District, at 33589 SE High School Way, Scappoose, Oregon 97056.

6. CET Reports. Along with the CET remittance, Jurisdiction shall prepare and submit to the School District a report of the CETs and building permits issued for the previous quarter's construction activities. The report shall include: the number of building permits issued that quarter; the aggregate square footage of residential construction; the aggregate square footage of non-residential construction; the number of building permits for which CET exemptions were given; the aggregate square footage of construction for the exempted construction; the aggregate amount of CET paid; and the amount of CET administrative fee retained by Jurisdiction pursuant to this CET Collection IGA.

7. Failure to Pay CET. Upon a Person's refusal to or failure to pay the CET when due, the jurisdiction administering that Person's building permit shall notify School District in writing within five (5) business days of such failure, with information adequate for School District to begin collection procedures against that Person, including the Person's name, address, phone numbers, construction project, square footage of new construction, and building permit number. Upon a Person's refusal or failure to pay the CET, it shall be School District's responsibility to institute collection procedures to obtain payment of the CET as well as any other remedy School District may have under law.

8. Records. Jurisdiction shall make all records related to building permit activity, Construction Excise Tax collections, and CET exemptions available to School District, or its designated auditors, as necessary for School District to audit Construction Excise Tax collections.

9. Administrative Fee. As consideration for the above described services, Jurisdiction shall retain 1% of the CET collected by the Jurisdiction as authorized by Section 5 of Senate Bill 1036. Prior to submitting the CET to School District, Jurisdiction shall deduct this administrative fee directly from the CET collected, and the amounts deducted and retained shall be identified on the report submitted to School District.

10. Amendment. This CET Collection IGA may be amended by mutual written agreement of the Parties.

11. Other Agreements. This CET Collection IGA does not affect or alter any other agreements between School District and Jurisdiction.

Scappoose School District No. 1J

By: _____

Title: Superintendent

Date: 9/12/16

Columbia County

By: _____

Title: Chair, Board of County Commissioners

Date: _____