



BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON

Wednesday, February 3, 2016
10:00 a.m. - Room 308

BOARD MEETING AGENDA

CALL TO ORDER/FLAG SALUTE

MINUTES:

- Minutes, January 27, 2016 Board meeting;
- Minutes, January 27, 2016 Staff meeting.

VISITOR COMMENTS - 5 MINUTE LIMIT

CONSENT AGENDA:

- (A) Ratify the Select to Pay for week of 2/1/16.

AGREEMENTS/CONTRACTS/AMENDMENTS:

- (B) Approve Letter of Agreement with the Federation of Parole/Probation Officers, effective 2/1/16.
- (C) Personal Services Contract with Property Development Services, LLC.

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.

LETTER OF AGREEMENT

This Agreement is made and entered into by Columbia County, hereinafter referred to as the "County", and the Federation of Parole/Probation Officers, hereinafter referred to as the "Union".

WHEREAS, the County has been awarded a Justice Reinvestment grant which allows the creation of a new Parole/Probation Officer position assignment as a Forensic Program Coordinator; and

WHEREAS, the County believes that the duties associated with this particular assignment justify a higher level of pay;

NOW, THEREFORE, the County and Union agree as follows:

1. The parties agree to amend Article 10, Section 10.13 of the Collective Bargaining Agreement which is in effect from July 1, 2015 through December 31, 2018, as set forth, below.

10.13 Assignment Pay

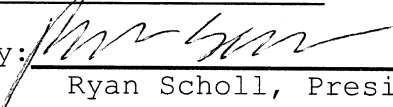
Employees formally assigned to duties of the following assignments shall receive the following pay premium, calculated off base step pay:

- Forensic Program Coordinator 3%
- Field Training Officer 5%

2. This Letter of Agreement is effective on February 1, 2016 and shall terminate on December 31, 2018.

In witness whereof, County and Union have executed this Article on the _____ day of _____, 2016.

FOR THE UNION:
FEDERATION OF PAROLE/
PROBATION OFFICERS:

By: 
Ryan Scholl, President

FOR THE COUNTY:
BOARD OF COMMISSIONERS:

By: _____
Anthony Hyde, Chair

By: _____
Henry Heimuller, Commissioner

By: _____
Earl Fisher, Commissioner

Approved as to form:

By: _____
County Counsel

PERSONAL SERVICES CONTRACT (ORS Chapter 279B)

This Agreement is made and entered into by and between COLUMBIA COUNTY, a political subdivision of the State of Oregon, hereinafter referred to as "County", and PROPERTY DEVELOPMENT SERVICES, LLC, hereinafter referred to as "Contractor".

WITNESSETH:

IT IS HEREBY AGREED by and between the parties above-mentioned, in consideration of the mutual promises hereinafter stated, as follows:

1. Effective Date. This Agreement is effective on the last date signed by the parties, below.
2. Contract Term. This Agreement shall terminate on June 30, 2018. The County may extend the term of this Agreement by up to two (2) additional one (1) year terms by providing notice to Contractor at least 60 days before the term expires.
3. Contractor's Services. Contractor agrees to provide the services described in the Request for Proposals, attached hereto as Exhibit A and incorporated herein by this reference and Contractor's Proposal, a copy of which is attached hereto as Exhibit B and incorporated herein by this reference. In case of conflict between the Request for Proposals, Contractor's Proposal and this Agreement, this Agreement shall control, followed by the Request for Proposals, and finally Contractor's Proposal.
4. Consideration. County shall pay Contractor on a time and materials basis, in accordance with the rates in Exhibit B, the total amount not to exceed \$20,000.00, said amount to be the complete compensation to Contractor for the services performed under this agreement. This fee shall include all expenses. Unless otherwise agreed to in writing by the parties, payment shall be monthly based on invoices submitted by 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.
5. Contract Representatives. Contract representatives for this Agreement shall be:

Todd Dugdale
Land Development Services Director
Columbia County
230 Strand St.
St. Helens, OR 97051
503-397-7207

Larry Olander
Property Development Services LLC
PO Box 571
Eagle Creek, OR 97022
503-630-2362

All correspondence shall be sent to the above addressees when written notification is necessary. Contract representatives can be changed by providing written notice to the other party at the address listed.

6. Permits - Licenses. Unless otherwise specified, Contractor shall procure all permits and licenses, pay all charges and fees and give all notices necessary for performance of this Agreement prior to commencement of work.
7. Compliance with Codes and Standards. It shall be the Contractor's responsibility to

demonstrate compliance with all applicable building, health and sanitation laws and codes, and with all other applicable Federal, State and local acts, statutes, ordinances, regulations, provisions and rules. Contractor shall engage in no activity which creates an actual conflict of interest or violates the Code of Ethics as provided by ORS Chapter 244, or which would create a conflict or violation if Contractor were a public official as defined in ORS 244.020.

8. Reports. Contractor shall provide County with periodic reports about the progress of the project at the frequency and with the information as prescribed by the County.
9. Independent Contractor. Contractor is engaged hereby as an independent contractor and shall not be considered an employee, agent, partner, joint venturer or representative of County for any purpose whatsoever. County does not have the right of direction or control over the manner in which Contractor delivers services under this Agreement and does not exercise any control over the activities of the Contractor, except the services must be performed in a manner that is consistent with the terms of this Agreement. County shall have no obligation with respect to Contractor's debts or any other liabilities of Contractor. Contractor shall be responsible for furnishing all equipment necessary for the performance of the services required herein. In addition:
 - a. Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Agreement.
 - b. This Agreement is not intended to entitle Contractor to any benefits generally granted to County employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Agreement to the Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, social security, workers' compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Public Employees Retirement System).
 - c. The Contractor is an independent contractor for purposes of the Oregon workers' compensation law (ORS Chapter 656) and is solely liable for any workers' compensation coverage under this Agreement. If the Contractor has the assistance of other persons in the performance of the Agreement, the Contractor shall qualify and remain qualified for the term of this Agreement as a carrier-insured or self-insured employer under ORS 656.407. If the Contractor performs this Agreement without the assistance of any other person, unless otherwise agreed to by the parties, Contractor shall apply for and obtain workers' compensation insurance for himself or herself as a sole proprietor under ORS 656.128.
10. Statutory Provisions. Pursuant to the requirements of ORS 279B.220 through 279B.235 and Article XI, Section 10 of the Oregon Constitution, the following terms and conditions are made a part of this Agreement:
 - a. Contractor shall:
 - i. Make payment promptly, as due, to all persons supplying to Contractor labor or material for the prosecution of the work provided for in this Agreement.
 - ii. Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or any subcontractor incurred in the performance of this Agreement.

- iii. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
 - iv. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- b. Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness and injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that Contractor collects or deducts from the wages of employees under any law, contract or agreement for the purpose of providing or paying for such services.
 - c. Contractor shall pay all employees under this Agreement at least time and a half for work performed on the legal holidays specified in ORS 279B.020(1)(b)(B) to (G) and for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.
 - d. Contractor shall give notice in writing to employees who work on this Agreement, either at the time of hire or before commencement of work on this Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
 - e. All subject employers working under this Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
 - f. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.
11. Non-Discrimination. Contractor agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, handicap or age, suffer discrimination in the performance of this Agreement when employed by Contractor. Contractor certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, against any minority, women or emerging small business enterprise certified under ORS 200.055, or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225 in obtaining any required subcontract.
12. Nonassignment; Subcontracts. Contractor shall not assign, subcontract or delegate the responsibility for providing services hereunder to any other person, firm or corporation without the express written permission of the County, except as provided in Contractor's Proposal.
13. Nonwaiver. The failure of the County to enforce any provision of this Agreement shall not constitute a waiver by the County of that or any other provision of the Agreement.
14. Indemnity. Contractor shall indemnify, defend, save, and hold harmless the County, its officers, agents and employees, from any and all claims, suits or actions of any nature, including claims of injury to any person or persons or of damage to property, caused directly or indirectly by reason any error, omission, negligence, or wrongful act by Contractor, its officers, agents and/or employees arising out the performance of this agreement. This indemnity does not apply to claims, suits or actions arising solely out of the negligent acts or omissions of the

County, its officers, agents or employees.

15. Insurance. Contractor shall maintain commercial general liability and property damage insurance in an amount of not less than \$2,000,000 per occurrence to protect County, its officers, agents, and employees. Contractor shall provide County a certificate or certificates of insurance in the amounts described above which names County, its officers, agents and employees as additional insureds. Such certificate or certificates shall be accompanied by an additional insured endorsement. Contractor agrees to notify County immediately upon notification to Contractor that any insurance coverage required by this paragraph will be canceled, not renewed or modified in any material way, or changed to make the coverage no longer meet the minimum requirements of this Contract.
16. Termination. This Agreement may be terminated at any time in whole or in part by mutual consent of both parties, or by either party, with or without cause, upon thirty (30) days advance written notice delivered by registered or certified mail, or in person, to the other party. The County may terminate this Agreement, effective upon delivery of written notice to Contractor, or at such later date as may be established by the County under the following conditions:
 - a. If Contractor fails to perform the work in a manner satisfactory to County.
 - b. If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
 - c. If funding becomes inadequate to allow the work to continue in accordance with the project schedule.

In case of termination, Contractor shall be required to repay to County the amount of any funds advanced to Contractor which Contractor has not earned or expended through the provision of services in accordance with this Agreement. However, Contractor shall be entitled to retain all costs incurred and fees earned by Contractor prior to that termination date, and any amounts remaining due shall be paid by County not to exceed the maximum amount stated above and decreased by any additional costs incurred by County to correct the work performed.

The rights and remedies of the County related to any breach of this Agreement by Contractor shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement. Any termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued before such termination.

17. Time of the Essence. The parties agree that time is of the essence in this Agreement.
18. Ownership of Documents. All documents of any nature and/or electronic data including, but not limited to, working papers, reports, material necessary to understand the documents and/or data, drawings, works of art and photographs, produced, prepared and/or compiled by Contractor pursuant to this Agreement are the property of County, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to County all rights of reproduction and the copyright to all such documents.
19. Mediation. In the event of a dispute between the parties arising out of or relating to this Contract, the parties agree to submit such dispute to a mediator agreed to by both parties as soon as practicable after the dispute arises, and preferably before commencement of litigation

of any permitted arbitration. The parties agree to exercise their best efforts in good faith to resolve all disputes in mediation.

- 20. Choice of Law. This Agreement shall be governed by the laws of the State of Oregon.
- 21. Venue. Venue relating to this Agreement shall be in the Circuit Court of the State of Oregon for Columbia County, located in St. Helens, Oregon.
- 22. Attorneys Fees. In the event an action, suit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall be responsible for its own attorneys fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.
- 23. Severability. If any provision of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holdings shall not affect the validity of the remaining portions hereof.
- 24. No Third-Party Rights. This Agreement is solely for the benefit of the parties to this Agreement. Rights and obligations established under this Agreement are not intended to benefit any person or entity not a signatory hereto.
- 25. ENTIRE AGREEMENT. THIS AGREEMENT (INCLUDING THE CONTRACTOR'S PROPOSAL) CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. CONTRACTOR, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE(S) BELOW, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

DATED this _____ day of _____, 2015.

CONTRACTOR

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

Name: _____

By: _____
Henry Heimuller, Chair

By: _____

By: _____
Anthony Hyde, Commissioner

Title: _____

By: _____
Earl Fisher, Commissioner

Approved as to form

By: _____
Office of County Counsel

COLUMBIA COUNTY



**DEPARTMENT OF LAND DEVELOPMENT
SERVICES**

Columbia County Courthouse, 230 Strand Street
St. Helens, Oregon 97051

Phone: (503)397-7207 Fax: (503)366-3902

Todd.Dugdale@co.columbia.or.us

REQUEST FOR PROPOSAL FOR ONSITE WASTEWATER SERVICES:

May 21, 2015

Columbia County Land Development is requesting a proposal for provision of Onsite Wastewater Treatment Consulting Services. The scope of services is described on the attached proposal sheet. Proposers must have staff available for services with a current Registration with the State of Oregon as a Wastewater Specialist or Environmental Health Specialist.

Please respond with a brief statement of qualifications and proposed rates using the structured rate schedule attached. Please respond by **Friday June 15th at 5pm** to:

Todd Dugdale, Director of Land Development Services

By mail: 230 Strand Street, St. Helens, Oregon

By e-mail: Todd.Dugdale@co.columbia.or.us

By FAX: 503-366-3902

Thank you for considering providing services to Columbia County!

EXHIBIT A
ONSITE WASTEWATER PROGRAM SERVICES

DESCRIPTION OF WORK:

1. Site Evaluation Services

- A. Visit each site.
- B. Inspect all test pits at the site.
- C. Record findings and make recommendations regarding the feasibility of an onsite wastewater treatment system per OAR Chapter 340, Divisions 71 and 73.
- D. Prepare an Approval or Denial Report and electronically transmit same to the Columbia County Land Development Services Department along with supporting documentation. Land Development Services will review the report and make a determination based on such review and shall have sole power and responsibility to write any required letter with findings and recommendations to the property owner.

2. Other Services.

Provide such other services as requested and agreed upon.

Please Complete the following rate schedule with proposed rates.

COMPENSATION:

Billable rate for services will use the following schedule.

- A. Site Evaluations, First Lot: \$ _____
- B. Site Evaluations, Second and Subsequent Lots: \$ _____
- C. Re-Visits to site evaluation \$ _____/Hour
- D. Other services as requested \$ _____/Hour



Dugdale, Todd <todd.dugdale@co.columbia.or.us>

Proposal for Onsite Wastewater Services

larryo@cascadeaccess.com <larryo@cascadeaccess.com>
To: Todd.Dugdale@co.columbia.or.us

Wed, Jun 10, 2015 at 9:57 AM

Good morning Todd,

I have attached the proposal for providing onsite wastewater services.
Please review and if you have any questions please give me a call. Thank
you for the possible opportunity to assist in these matters.

Regards,

Larry Olander, WWS, CPSS, Service Provider

PDS.LLC
Property Development Services LLC.
P.O. Box 571
Eagle Creek, OR 97022
Office 503-630-2362
Cell 503-347-1161
E-mail larryo@cascadeaccess.com

 **06-09-15 proposed scope of work.docx**
29K

Columbia County
Department Of Land Development Services
Todd Dugdale, Director
Columbia Court House
230 Strand St.
St Helens, OR 97051

06-08-2015

Subject: **Request for Proposal to Provide Onsite Wastewater Consulting Services**

Proposed Scope of Work:

1) Site Evaluation Services

- A) Visit each site assigned.
- B) Inspect all test pits at site.
- C) Complete a soil site evaluation field sheet which includes the soil profile description and the approximate location of each test pit in relationship to the property lot line boundaries or proposed new lot line boundaries.
- D) Identify and recommend the type of system the soil and site conditions can meet the DEQ Onsite Wastewater Treatment Systems per OAR Chapter 340, Division 71 and 73, or rule in which the site can't meet the DEQ Onsite Wastewater Treatment Systems per OAR Chapter 340, Division 71 and 73.
- E) Prepare an approval or denial report and electronically transmit to the Columbia County Land Development Services staff along with all supporting documents for their staff review for their sole power and responsibility to write any required letter with findings and recommendations to the property owner.

2) Other Services.

- A) Provide such other services as requested and agreed upon.

Compensation:

Billable Rate for services will use the following schedule.

A minimum of 3 site evaluation is required to be assigned at any scheduled assignments.

- A) Site evaluation, First lot or 1st lot of multi lot partition: **\$450.00**
- B) Site Evaluation, Secord and Subsequent Lots of multi lot partition: **\$300.00**
- C) Re-visit to site evaluation to review additional test pits **\$110.00/Hour**
- D) Other Services as requested **\$110.00/Hour**