

# **REQUEST FOR PROPOSALS**

For Natural Gas Resource and Real Property Administration  
Services for Columbia County

**Proposals due November 30, 2017**

Proposals shall be delivered to Columbia County:

Columbia County Courthouse  
Attention: Jewelee Bell, Contracts and Procurement Specialist  
230 Strand Street  
St. Helens, Oregon 97051  
Phone: 503-397-7245  
[jewelee.bell@co.columbia.or.us](mailto:jewelee.bell@co.columbia.or.us)

## **Columbia County Mission**

At Columbia County, we serve with integrity and leadership to provide responsible government. We engage by listening and being proactive to community needs. We connect to build partnerships and opportunities. We innovate with resourcefulness to promote a healthy and prosperous Columbia County.

COLUMBIA COUNTY, OREGON

Issued October 26, 2017

## Contents

SECTION I	REQUEST FOR PROPOSALS (RFP)	3
SECTION II	PROJECT OVERVIEW	3
SECTION III	SCOPE OF SERVICES	3
SECTION IV	GENERAL INSTRUCTIONS	4
A.	Administrative Information	4
B.	Proposal Submittal and Deadline	5
D.	Proposal Opening	5
E.	Modification or Withdrawal of Proposal	5
F.	Protest Procedures	5
G.	Submittal Costs	6
SECTION V	PROPOSAL REQUIREMENTS	6
A.	Cover Letter	6
B.	Statement of Assurance	7
C.	Insurance	7
D.	Customers and References	7
E.	Table of Contents	7
F.	Statement of Qualifications and Experience	7
D.	Cost Proposal	8
SECTION VI	EVALUATION AND SELECTION	8
A.	Initial Evaluation Criteria	8
B.	References	8
C.	Negotiations	9
SECTION VII	CONTRACT	9
Attachment A	Sample Contract	10
Exhibit 1	Order 29-2017, Policies and Procedures for Tax Foreclosure Property	15

## SECTION I REQUEST FOR PROPOSALS (RFP)

Columbia County is requesting Proposals from qualified consultants with experience in natural gas resources administration or real property administration, or both, to administer the County's Natural Gas Resources Program and its Real Property Program. The resultant contract will be for an initial two year period and may be amended to extend the contract term for an additional four years, in the County's discretion. Proposals may be submitted for either administration of the Natural Gas Resources Program, the Real Property Program, or both. The County may contract with more than one consultant to perform the services requested under this RFP.

The firm(s) or individual(s) selected through this RFP process will be expected to cooperate fully with the County and its staff throughout the contract period. Proposals will be received until **5:00 p.m. on November 30, 2017**. Proposals received after that time will not be accepted.

## SECTION II PROJECT OVERVIEW

Columbia County is a semi-rural jurisdiction, located directly northwest of Multnomah County. The County seat is St. Helens, approximately 30 miles northwest of Portland. The County owns natural gas resources throughout the County, particularly mineral interests in the Vernonia/Mist area of the County. The County leases rights to explore and drill for, produce and store natural gas on lands where it holds the mineral interests. The County also acquires property through real property tax foreclosure and by other means. The County is seeking an administrator to manage its mineral interests and to manage, sell and account for its inventory of real property. The County's real property inventory consists primarily of foreclosure property, but also includes property acquired with FEMA grant funds and other resources.

## SECTION III SCOPE OF SERVICES

Columbia County is seeking Proposals from qualified consultants to administer the County's Natural Gas Resources and Real Property programs. A general range of services is sought, including: administrative services, contract management, contracting, and accounting as described below.

The selected consultant will:

- A. Administer all aspects of the County's Natural Gas Resources program. Negotiate and administer the Mist gas field lease provisions, including monitoring the timely receipt of lease rental payments, royalties and drilling delay penalties, alerting lessees to defaults and default remedies. Track the drilling and production of wells within the Mist gas field. Act as liaison with operators in the Mist gas field, State agencies and industry experts. Work with others in the industry interested in expanding the capabilities of the Mist gas field. Organize and monitor auctions of gas storage and production leases. Negotiate and prepare leases and related documents to finalize gas auctions.
- B. Oversee County-owned real property. Maintain an updated inventory of County-owned property, working with the County Assessor to establish a current assessed value and the cartographer to identify and accurately describe each piece of property. Perform title research, inspection of properties when needed, and post and secure properties when needed. Institute ejectment proceedings when warranted. Work with former property owners in the redemption or reconveyance of property. Arrange for upkeep of property and demolition, when warranted, and arrange for all required testing and analysis to be performed. See attached County policies and procedures for tax foreclosure property, Order 29-2017. Monitor compliance with FEMA

restrictions. Manage County timber and aggregate resources on County-owned real property.

- C. Monitor all natural gas resource and real property funds regularly.
- D. Prepare for and coordinate land sales and auctions, working with the Board of County Commissioners and staff in identifying whether property should be deemed surplus. Complete private sales of property, including working with city managers/administrators in the transfer or exchange of properties.
- E. Develop and recommend policies, procedures and standards and practices for natural gas resources and real property administration.
- F. Organize and maintain files, create reports, create invoices for payment and ensure that all administrative activities related to natural gas resources and foreclosed real property or surplus property programs are complete and accurate.
- G. Attend meetings and conferences as required.
- H. Answer questions regarding program policies or procedures. Answer public inquiries and assist public in completing forms and applications by supplying correct and timely information in response to inquiries.
- I. Develop and maintain the web page for the County's natural gas resources and real properties.
- J. Coordinate with the Board of County Commissioners, Office of County Counsel, the Finance Department, and other County Departments, as necessary.

#### SECTION IV GENERAL INSTRUCTIONS

##### A. Administrative Information

This RFP is issued under the authority of Board of County Commissioners, 230 Strand Street, St. Helens, Oregon 97051. This RFP and any subsequent RFP information may be reviewed at the following web site at: <http://www.co.columbia.or.us/requests-for-proposals>

Proposers requesting additional information, clarification or interpretation, or Proposers reporting any ambiguity, inconsistency or error in this RFP shall communicate, in writing, with the County's Contracts and Procurement Specialist, Jewelee Bell, [jewelee.bell@co.columbia.or.us](mailto:jewelee.bell@co.columbia.or.us), no later than November 20, 2017. Any supplements, interpretations, corrections or changes to the RFP will be made by written addendum, posted on the County website and will be emailed to all vendors known to have received the RFP. Supplements, interpretations, corrections or changes that are not in writing are not binding on the County.

The Proposer is responsible to ensure that all of the listed RFP materials have been received and are included. Any missing portions of this RFP can be obtained on the County's website: <http://www.co.columbia.or.us/requests-for-proposals>, or by contacting the County's Contracts and Procurement Specialist.

It is extremely important that Proposers respond to all portions of this RFP as completely and professionally as possible. An incomplete or uncoordinated Proposal will be judged as indicative of the Proposer's capability and professionalism. If there are any deviations from the RFP requirements, please indicate the reason for the deviation in writing.

A list of all solicited vendors will be provided to any Proposer upon receipt of a written request.

B. Proposal Submittal and Deadline

Proposers must submit one signed original of the complete Proposal, including all documents and forms required in this RFP plus one electronic copy of the complete Proposal on a USB flash drive.

The original Proposal shall be submitted on white 8.5" x 11" paper, printed on both sides whenever possible, and using a minimum 12 point font. Color is acceptable, but content should not be lost by black-and-white scanning or copying.

All Proposal materials must be submitted in a sealed envelope or package clearly marked on the outside with the Proposer's company name and "Proposal for Natural Gas Resources and Real Property Administration" or equivalent.

Proposals may be submitted by mail or in person to the Columbia County Courthouse, Attn. Jewelee Bell, Contracts and Procurement Specialist, 230 Strand Street, St. Helens, Oregon, 97051 and must be received no later than 5:00 p.m. on November 30, 2017 to be considered for further evaluation.

D. Proposal Opening

All Proposals received will be reviewed for compliance with the requirements of this RFP by the Contracts and Procurement Specialist. Proposals received after the specified date and time will not be accepted for evaluation. Proposals received will not be available for public inspection until the evaluation process has been completed and the Notice of Intent to Award has been issued.

Note that all Proposals submitted are public documents, subject to public disclosure. Trade secrets and confidential information must be clearly marked as confidential, and may still be disclosed, if County Counsel deems that the information meets public records disclosure requirements. Pricing information will not be considered confidential.

E. Modification or Withdrawal of Proposal

By submitting a Proposal, Proposer agrees that the Proposal is a firm offer for a ninety day period following the time and date designated for the receipt of Proposals.

Prior to the time and date designated for receipt of Proposals, Proposals may be modified or withdrawn only by notice to the County at the place designated for receipt of Proposals. Such notice shall be in writing over the signature of Proposer and submitted to Jewelee Bell at [jewelee.bell@co.columbia.or.us](mailto:jewelee.bell@co.columbia.or.us) or by facsimile at 503-397-7251 or in person prior to the date and time designated for receipt of Proposals.

Withdrawn Proposals may be resubmitted up to the time designated for the receipt of Proposals, provided that they are submitted in compliance with the RFP.

F. Protest Procedures

Consistent with the County's Personal Services Contracting Rules, all protests of solicitation or selection processes are limited to the following issues and filing times:

1. Solicitation protest: Unless a different deadline is specified in the RFP or other solicitation documents, prospective personal service contractors may file a written protest, or request for change of particular solicitation provisions, specifications, or

contract terms and conditions no later than seven calendar days prior to the close of the RFP or other solicitation. Such protest or request for change shall include the reasons for the protest or request, and any proposed changes to the solicitation provision, specifications, or contract terms and conditions. No protest against selection of personal services contractor or award of a personal services contract, because of the content of solicitation provisions, specifications, or contract terms and conditions, shall be considered after the deadline established for submitting such protest.

2. Selection protest: Every personal services contractor who submits a Proposal in response to an RFP shall be mailed a copy of the selection notice sent to the highest ranked personal services contractor. Unless a different deadline is specified in the RFP, a personal services contractor who has submitted a Proposal and claims to have been adversely affected or aggrieved by the selection of a competing personal services contractor, shall have seven calendar days after the date of the notice of selection to file a written protest of the selection with the County. To be adversely affected or aggrieved, a protester must claim that the protester was the highest ranked personal services contractor eligible for selection, i.e., the protester must claim that all higher ranked personal services contractors were ineligible for selection because their Proposals were non-responsive or the personal services contractors non-responsive. The County shall not consider a selection protest submitted after the time period established in this subparagraph, or in the RFP if a different deadline is provided in the RFP.
3. The County shall promptly issue a written decision on the protest.
4. Review of the County's disposition of a written protest submitted in accordance with subparagraphs (1) and (2) shall be available by filing a written request for review of the County's disposition with the Board of County Commissioners within seven calendar days. The County's Personal Services Contracting Rules are available for review by contacting the Office of County Counsel, 230 Strand, Room 318, St. Helens, Oregon 97051. Phone: 503-397-3839.

G. Submittal Costs

The cost of submittals and any other expenses related to this RFP, including travel for interviews or inspections, shall be entirely the responsibility of the Proposer.

## SECTION V PROPOSAL REQUIREMENTS

The submitted written Proposal must utilize the format and content detail listed and should be organized in the same order as the requested information identified below.

A. Cover Letter

Include an introductory cover letter with a brief explanation of why your firm is qualified to provide the services described in this RFP for Columbia County. Please also note why you are interested in working with Columbia County.

The name and signature of the proposing firm's authorized representative, as well as his or her mailing address, telephone number and email address, must be provided. The Proposal must be dated on this page. The authorized representative's signature will signify the Proposer's agreement and compliance with all requirements set forth in the RFP, and specifically those listed below:

1. All data presented in the Proposal is accurate and complete.
2. Acknowledgment that the Proposer has read and understood the RFP, and the Proposal is made in accordance with the contents of the RFP unless otherwise noted in the Proposal.
3. The Proposal shall remain valid for ninety days after date and time for receipt of the Proposal.
4. Proposer has not discriminated and will not discriminate, in violation of ORS 279A.110(1), 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.

The discovery of any significant inaccuracy in information submitted by the Proposer shall constitute good and sufficient cause for rejection of the Proposal.

**B. Statement of Assurance**

Provide a statement of assurance that Proposer is not currently in violation of any regulatory agency rules or, if in violation, the violation does not have a material adverse effect on Proposer's ability to perform under a contract awarded as a result of this RFP.

Provide a statement of assurance that Proposer has reviewed the sample contract and is prepared to sign the contract in that form. Any proposed changes to the terms and conditions should be noted in this section of the Proposal.

**C. Insurance**

The successful Proposer will be required to provide proof of insurance demonstrating current coverage for liability in the amount of \$2,000,000 and Errors and Omissions coverage in the amount of \$2,000,000.

**D. Customers and References**

Provide three references from current or former clients for similar projects performed for any clients within the last five years. References must be able to verify the quality of previous, related work.

**E. Table of Contents**

A listing of all major and sub-major topics and associated page numbers must be included.

**F. Statement of Qualifications and Experience**

1. Provide a complete list of services the Proposer is offering to provide and how the services will be provided. Include a description of Proposer's familiarity with natural gas resources management and real property administration and the County tax foreclosure system in Oregon or elsewhere.
2. Provide a brief description of Proposer's experience providing services as described in this RFP, including performance history for other public and private clients, and client service philosophy. Describe Proposer's qualifications to perform the requested Natural Gas Resource Administration services, the requested Real Property Administration Services, or both.

3. Provide a description of Proposer’s style of management as it pertains to working with elected boards and public employees.
4. Proposers shall clearly identify any information in their Proposal they consider to be trade secret under Oregon or Federal law. Columbia County is required to comply with the Oregon Public Records Act. To the extent allowed by Oregon law, in the County’s sole discretion, the County will maintain the confidentiality of trade secrets.

D. Cost Proposal

A cost proposal, including hourly rates and incidental expenses (e.g., travel) required to carry out the work described. The hourly rates must be in effect for at least the first two years of the contract. Proposals should describe how rate increases will be proposed and any history of rate increases within the last two years.

**SECTION VI EVALUATION AND SELECTION**

Proposals which are not prepared and submitted in substantial compliance with the instructions in this RFP will not be considered for evaluation or award of a contract.

The County may or may not request a personal interview, depending on the results of the initial Proposal review. Additional clarifying material may be requested by the Selection Committee.

A. Initial Evaluation Criteria

Subject to the approval of the Board of County Commissioners, a contract or contracts will be awarded to the firm(s) or individual(s) whose qualifications, experience and plan for services best meet the needs of the County. The Selection Committee will review, evaluate and rank the Proposals that are in substantial compliance with RFP procedures and requirements based on the following criteria and scoring:

<b>Proposal Requirements</b>	
Cover Letter	Mandatory
Statement of Assurance	Mandatory
Insurance	Mandatory
References	Mandatory
Table of Contents	Mandatory
<b>Selection Criteria</b>	<b>Points per Section</b>
Statement of Qualifications and Experience	75
Cost Proposal	25
<b>Total points available</b>	<b>100</b>

B. References

Based on the initial evaluation and ranking, references for the top ranked Proposers may be contacted to determine Proposer’s ability to comply with the requirements of this RFP. County



may use references to obtain additional information, verify Proposer's qualifications and experience or any additional information as needed.

C. Negotiations

The County reserves the right to seek clarification of each Proposal, and the right to negotiate a final contract which is in the best interests of the County, considering cost effectiveness and the level of time and effort required for the services. Contract negotiations with the Proposer with the highest ranked Proposal(s) shall be directed toward obtaining written agreement on:

1. Contract tasks, staffing and performance.
2. A maximum, not-to-exceed contract price for services at an hourly rate which is consistent with the Proposal and fair and reasonable to the County.

Any changes agreed upon during contract negotiations will become part of the final contract.

Negotiations may be formally terminated if they fail to result in a contract within a reasonable time. Negotiations will then ensue with the Proposer with the second highest ranked Proposal. If the second, or if necessary, a third round of negotiations fails to result in a contract within a reasonable amount of time, the RFP may be formally terminated. The County may opt not to pursue these additional negotiation rounds at its discretion.

## SECTION VII CONTRACT

The selected consultant will be required to sign a personal services contract with Columbia County which will be prepared by the Office of County Counsel. A sample personal services contract is attached to this Request for Proposals. Proposers shall include in their Proposal any proposed changes to the terms and conditions found in the sample contract.

Attachment A      Sample Contract

Sample Personal Services Contract

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 \_\_\_\_\_, 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 \_\_\_\_\_.
2. Contract Term. The Agreement shall be in effect for two years from the effective date. Unless this Agreement is terminated pursuant to Section 16 below, this Agreement may be amended to extend the Agreement for four additional one-year terms.
3. Contractor's Services. Contractor agrees to provide the services described in the Contractor's Proposal, a copy of which is attached hereto, labeled Exhibit "A" and incorporated herein by this reference. In case of conflict between Contractor's Proposal and this Agreement, this Agreement shall control.
4. Consideration. County shall pay Contractor on a time and materials basis, an amount not to exceed \$\_\_\_\_\_, 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 made monthly based upon invoices submitted by Contractor. This Agreement is subject to the appropriation of funds by County, and the receipt of funds from state and federal sources. In the event sufficient funds shall not be appropriated and 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:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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:
    - (1) 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.
    - (2) Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.

- (3) 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 and errors and omissions insurance of not less than \$2,000,000. 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 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 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. Attorney's 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 attorney's 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.

CONTRACTOR:

OWNER:

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY OREGON

By: \_\_\_\_\_

By: \_\_\_\_\_

Henry Heimuller, Chair

Name: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Margaret Magruder, Commissioner

Approved as to form

By: \_\_\_\_\_

Alex Tardif, Commissioner

By: \_\_\_\_\_

Office of County Counsel

\_\_\_\_\_

Date

Exhibit 1 Order 29-2017, Policies and Procedures for Tax Foreclosure Property  
See separate document.