



BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON

Wednesday, May 16, 2018
10:00 a.m. - Room 308

BOARD MEETING AGENDA

CALL TO ORDER/FLAG SALUTE

MINUTES:

Minutes, May 9, 2018 Board meeting.
Minutes, May 9, 2018 Work Session

VISITOR COMMENTS - 5 MINUTE LIMIT

CONSENT AGENDA:

- (A) Ratify the Select to Pay for the week of 05.14.18.
- (B) Cancel the May 23, 2018 Board meeting and work session.
- (C) Approve Personnel Action for Todd Wood.
- (D) Approve Expectations Letter for Todd Wood.
- (E) Authorize Road Dept. Director to fill vacant Road Worker 1 position.

AGREEMENTS/CONTRACTS/AMENDMENTS:

- (F) C27-2018: Amendment 1 to EMPG Grant Agreement #17-505 effective December 18, 2017 between the State of Oregon, acting by and through the Oregon Military Department, Office of Emergency Management (OEM), and Columbia County and Authorize the Chair to Sign.
- (G) C33-2018: Oregon Rural Broadband Capacity Pilot Program Grant Agreement #15-17-672-C With the Oregon Business Development Department and Authorize the Chair to Sign.

DISCUSSION ITEMS:

- Captain Weaver - Contract Joseph Summerill for consulting services
- Applicants for Sheriff's position

COMMISSIONER HEIMULLER COMMENTS:

COMMISSIONER MAGRUDER COMMENTS:

COMMISSIONER TARDIF COMMENTS:

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.

Columbia County

Personnel Action

Complete all sections. Submit completed form to Human Resources Department.

Home Dept.: Transit
 Supervisor: BOCC
 GL/Cost #: _____ (PR)
21600 00 4013 (PR)
 Effective Date: 5/29/18

Last: Wood First: Todd Middle: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

	From	To
Title		<u>Transit Administrator</u>
Range/Step		<u>505 / St. 8 *</u>
Base Wage/Salary		<u>7298</u>
DPSST Cert Pay (PR)	Int 2.5%\$ Adv 5%\$	Int 2.5%\$ Adv 5%\$
OJDDA Cert Pay (PR)	Int 2.5%\$ Adv 5%\$	Int 2.5%\$ Adv 5%\$
Years of Service Pay (PR)		
Assignment/Special Pay Type		
Total Wage/Salary		
	Pay Rates (to be completed by HR/PR)	Base: <u>7298</u> Rate 2: <u>42.10</u> Rate 3: _____ Rate 4: _____ Rate 5: _____ Rate 9: <u>42.10</u>

Status: Check all that apply

- Full-time
- Part-time _____ FTE
- Regular CSC Temporary
- Probationary Elected Supervisor

Pay Type:

- Monthly Salary
- Hourly Wage
- FLSA Exempt FLSA Non-exempt

Base Work Week: 37.5/162.5 40/173.33

Represented/Job Class: (PR - dues)

- Not represented
- AFSCME Local 1442 Local 697
- CCDSA FOPPO

Benefits Eligibility: (PR)

- 600 + Hrs/Calendar year (PERS)
- Pro rated Insurance/Accruals _____ %
- P&F
- General Services
- PERS Retiree

PROPOSED ACTION: (check appropriate items)

- | | | | | |
|---|---|--|--|---|
| <input checked="" type="checkbox"/> Appointment <input type="checkbox"/> Rehire
<input type="checkbox"/> Administrative Leave
<input type="checkbox"/> Cost of Living Increase
<input type="checkbox"/> Certification Pay New/Change | <input type="checkbox"/> Other: (explain below in remark)
<input type="checkbox"/> Demotion
<input type="checkbox"/> Dismissal/Disciplinary
<input type="checkbox"/> Dismissal/Other | <input type="checkbox"/> GL code change
<input type="checkbox"/> Layoff
<input type="checkbox"/> Leave w/out Pay
<input type="checkbox"/> Other Salary Change | <input type="checkbox"/> Out of Class Pay
<input type="checkbox"/> Promotion
<input type="checkbox"/> Reclassification
<input type="checkbox"/> Resignation | <input type="checkbox"/> Retirement
<input type="checkbox"/> Return from Leave
<input type="checkbox"/> Step Increase
<input type="checkbox"/> Suspension
<input type="checkbox"/> Years of Service Pay |
|---|---|--|--|---|

THIS SPACE FOR HR Use:

- | | |
|---|--|
| <input type="checkbox"/> Terminate benefits
<input type="checkbox"/> Cobra notice (PR)
<input type="checkbox"/> Retiree notice (PR)
<input checked="" type="checkbox"/> Accrue 1 or 2 EH of 7/1 (PR)
<input checked="" type="checkbox"/> Accrue 3 PL of 7/1 (PR)
<input type="checkbox"/> Talent Only
<input type="checkbox"/> No HRB Entry
<input checked="" type="checkbox"/> Time/ADP Changes
Seniority Date: <u>5-29-13</u>
Leave Accrual Date: <u>5-29-13*</u>
Step Increase Date: <u>5-29-18</u>
Union Date: <u>NA</u>
Initial Hire Date: <u>5-29-18</u>
Status: <u>REG FT</u>
Class: <u>ARFT-NU</u>
W/C Code: <u>8810</u> | Separation Pay:
<input type="checkbox"/> Vacation
<input type="checkbox"/> Comp Time
<input type="checkbox"/> 1/2 Sick Time
<input type="checkbox"/> Accrued Holidays
ACA Status:
<input checked="" type="checkbox"/> Full Time <input type="checkbox"/> Part Time
Notification System <input type="checkbox"/> |
|---|--|

HR Director Review:

By: [Signature] Date: 5-7-18
 Entered into ADP

Remarks:

*-At 7/1/18 rates
- credit 5 days (40 hrs) vacation leave at hire
- start earning vacation accrual at 5-10 yr rate

ADP Supervisor: _____ Please note schedule here:

(staff member that approves time)

M-F 8-5

Example: M-F @ 8 hr days / 8 am to 5 pm

I hereby certify that the facts stated above are correct, that funds are available for the action proposed, and that no deficit in salary and wage budgets will result from the proposed action.

Signature of Appointing Power

Date: _____ Title: _____

PAYROLL USE: Entered into Payroll Entered into ADP Time



**OREGON MILITARY DEPARTMENT
OFFICE OF EMERGENCY MANAGEMENT
EMERGENCY MANAGEMENT PERFORMANCE GRANT
CFDA # 97.042**

AMENDMENT #1

This is Amendment #1 to Grant Agreement #17-505 effective December 18, 2017 between the State of Oregon, acting by and through the Oregon Military Department, Office of Emergency Management (OEM), and Columbia County.

THE AGREEMENT IS AMENDED AS FOLLOWS (new language is indicated by bold and underline and deleted language is italicized and bracketed):

Exhibit A: The Budget is hereby amended as follows:

II. Budget

There is a 50% cash match requirement on this grant.

Grant Funds:	[<i>\$75,029</i>]	<u>\$ 92,337</u>
Match Funds:	[<i>\$75,029</i>]	<u>\$ 92,337</u>
Total Budget:	[<i>\$150,058</i>]	<u>\$ 184,674</u>
Personnel Services	[<i>\$129,356</i>]	<u>\$ 207,015</u>
General Office Supplies	[<i>\$0</i>]	<u>\$ -</u>
Other Supplies	[<i>\$0</i>]	<u>\$ -</u>
Rent	[<i>\$0</i>]	<u>\$ -</u>
Phone	[<i>\$0</i>]	<u>\$ -</u>
Other Utilities	[<i>\$0</i>]	<u>\$ -</u>
Contractual/Professional Services - Specify	[<i>\$0</i>]	<u>\$ -</u>
Maintenance Costs - Specify	[<i>\$0</i>]	<u>\$ -</u>
Travel/Vehicle Expenses/Mileage	[<i>\$0</i>]	<u>\$ -</u>
Training/Workshops/Conferences	[<i>\$0</i>]	<u>\$ -</u>
Cost Allocations/De Minimis	[<i>\$20,072</i>]	<u>\$ 20,702</u>
Other - Specify	[<i>\$</i>]	<u>\$ (43,043)</u>
Total (Grant plus Match)	[<i>\$150,058</i>]	<u>\$ 184,674</u>

This amendment may be executed by the parties in counterparts.

Except as expressly amended above, all terms and conditions of the original Agreement are still in full force and effect.

Signature Page Follows

Page 1 of 2

Approved by:

Clint Fella, Mitigation and Recovery Services Section Manager, OEM Date

Signature of Authorized Subrecipient Official Date

Agreement Number 15-17-672-C

OREGON BUSINESS DEVELOPMENT DEPARTMENT
OREGON RURAL BROADBAND CAPACITY PILOT PROGRAM GRANT AGREEMENT
“Broadband Planning Project”

OBDD Data		Recipient Data	
Project Contact:	Christopher Tamarin	Project Contact:	Holly Miller
Title:	Telecommunications Strategist	Title:	IT Director
Organization:	Oregon Business Development Department	Organization:	Columbia County
Address:	121 SW Salmon St Suite 205 Portland OR 97204-2907	Address:	230 Strand Street Saint Helens OR 97051-2040
Phone:	503-508-0178	Phone:	503-397-7240
Email:	Christopher.Tamarin@Oregon.gov	Email:	holly.miller@co.columbia.or.us

- 1. Parties.** This grant agreement is (“Agreement”) is by and between the Oregon Business Development Department (“OBDD”), and Columbia County (“Recipient”). This Agreement becomes effective only when fully signed and approved as required by applicable law.
- 2. Legal Basis for Award.** Pursuant to ORS 285B.266, OBDD is authorized to make a grant from the Strategic Reserve Fund - Oregon Rural Broadband Capacity Pilot Program to the Recipient. OBDD is willing to make such a grant on the terms and conditions of this Agreement. Accordingly, the parties agree as follows:
- 3. Grant Award**
 - 3.1 Grant.** In accordance with the terms and conditions of this Agreement, OBDD shall provide Recipient up to **\$68,300** (“Grant”).
 - 3.2 Disbursement of Grant.** Subject to Section 3.3, OBDD shall reimburse Recipient on an expense reimbursement or costs-incurred basis for expenses incurred to complete the activities described in Exhibit A (“Project Description”), up to the amount of the Grant, upon receipt and acceptance on an OBDD-provided or OBDD-approved disbursement request form (“Disbursement Request”). Recipient may request reimbursement as needed, but shall submit no more than one reimbursement request to OBDD per calendar month.
 - 3.3 Conditions Precedent to Disbursement.** OBDD’s obligation to any disbursement of Grant money to Recipient is subject to each of the following conditions being satisfied:
 - a) OBDD (1) has received a completed Disbursement Request, (2) has received any written evidence of materials, services and labor furnished to or work performed upon the Project, itemized receipts or invoices for payment, and releases, satisfactions or other signed statements or forms as OBDD may require, (3) is satisfied that all items listed in the Disbursement Request are reasonable and that the costs for labor and materials were incurred and are properly included in the Costs of the Project, and (4) has determined that the disbursement is only for costs defined as eligible costs under the Act and any implementing administrative rules and policies.

- b) OBDD has received sufficient appropriations and other expenditure authorizations to allow OBDD, in the reasonable exercise of its administrative discretion, to make the disbursement.

4. Use of Grant.

- 4.1 **Eligible Use.** The Recipient shall use the Grant only for the activities and according to the budget described in Exhibit A. The Recipient may not transfer Grant proceeds outside of the line items in the budget without the prior written consent of OBDD.
- 4.2 **Ineligible Use.** Recipient shall not use the Grant to retire any debt or to lobby, influence or attempt to influence, any federal, state or local government official.
- 4.3 **Mis- or Unexpended Grant Money.** Any Grant money disbursed to Recipient, or any interest earned by Recipient on the Grant money, that is not used according to this Agreement or that remain after the Project is completed or this Agreement is terminated must be immediately returned to OBDD, unless otherwise directed by OBDD.

5. Recipient's Representations and Warranties

- 5.1 **Existence and Power.** Recipient represents and warrants to OBDD that Recipient is a municipal government duly organized under the laws of Oregon, and has full power, authority and legal right to make this Agreement and to incur and perform its obligations under this Agreement.
- 5.2 **Authority, No Contravention.** The making and performance by Recipient of this Agreement; (a) have been duly authorized by all necessary action of Recipient, (b) do not and will not violate any provision of any applicable law, rule, regulation or order of any court, regulatory commission, board or other administrative agency or any provision of its organizational documents, and (c) do not and will not result in the breach of, or constitute a default or require any consent, under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected.
- 5.3 **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and will, when duly executed and delivered by OBDD, constitute the legal, valid, and binding obligation of Recipient, enforceable in accordance with its terms, subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- 5.4 **Funding Available.** A reasonable estimate of the costs of the Project is shown in Exhibit A, and the Project is fully funded.
- 5.5 **Approvals.** No authorization, consent, license, approval of, filing or registration with, or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery, or performance by Recipient of this Agreement.
- 5.6 **Misleading Statements.** The Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading, in this Agreement or any document submitted by or on behalf of the Recipient to OBDD. The information contained in this Agreement is true and accurate in all respects.
- 5.7 **Compliance with Tax Laws.** Recipient is not in violation of any Oregon tax laws, including but not limited to a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.

6. Covenants of Recipient

6.1 Project Completion Deadline. Recipient shall complete the Project by 29 March 2019, (“Completion Deadline”) unless the total amount of the Grant is not available because of the condition in Section 3.3(b). Recipient shall complete the Project and use its own fiscal resources or money from other sources to pay for any costs of the Project in excess of the total amount of financial assistance provided pursuant to this Agreement.

6.2 Reports. Recipient shall submit the following reports to OBDD:

- (1) A progress report due on 31 August 2018, which includes:
 - Notice of Exhibit A tasks completed
 - Summary of expenses incurred
- (2) A progress report due on 9 November 2018, which includes:
 - Notice of Exhibit A tasks completed to date
 - Summary of expenses incurred date
 - Summary of OBDD grant funds received to date
- (3) A progress report due on 18 January 2019, which includes:
 - Notice of Exhibit A tasks completed to date
 - Summary of expenses incurred to date
 - Summary of OBDD grant funds received to date
- (4) Recipient shall submit a report to OBDD, no later than 30 days after the date the Project is completed, that provides an assessment of the Project which includes:
 - Notice of Project completion
 - Summary of tasks completed to date
 - Summary of expenses incurred to date
 - Summary of OBDD grant funds received to date
 - Summary of other funds used to support the project

6.3 Acknowledgement. Recipient shall reasonably acknowledge in some public fashion, such as in promotional materials, on its Web site and in public statements, that the Project was funded in part with Oregon State Lottery funds administered by OBDD.

6.4 Compliance with Laws. Recipient shall comply with the requirements of all applicable laws, rules, regulations and orders of any governmental authority, except to the extent an order of a governmental authority is contested in good faith and by proper proceedings. In particular, but without limitation, Recipient shall comply with the following, as applicable:

- (1) State procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C.
- (2) State labor standards and wage rates found in ORS chapter 279C.

6.5 Compliance with Tax Laws. Recipient shall be responsible for all federal or state taxes applicable to compensation or payments paid under this agreement and is not eligible for any social security, unemployment insurance or workers’ compensation benefits from compensation or payments paid under this agreement. OBDD will not withhold from such compensation or payments any amount(s) to cover Recipient’s federal or state tax obligations. Recipient shall, during the term of this Agreement, comply with the Oregon Tax Laws as defined in Section 5.7.

6.6 Records and Inspection. Recipient shall keep proper books of account and records on all activities associated with the Grant and the Project. Recipient will maintain these books of account and records in accordance with generally accepted accounting principles and shall retain and keep accessible the books of account and records until the later of three years after the date set forth in Section 6.1 or the date that all disputes, if any, arising under this Agreement have been resolved. Recipient will permit OBDD, the Secretary of State of the State of Oregon, and their duly authorized representatives to inspect its properties, all work done, labor performed and materials furnished in and about the Project, and to review and make excerpts, transcripts and copies of its books of account and records with respect to the receipt and disbursement of funds received from OBDD. Access to these books of account and records is at any reasonable time for as long as the records are maintained.

7. Termination; Events of Default; Remedies

7.1 Mutual Termination. This Agreement may be terminated by mutual written consent of both parties.

7.2 Termination by OBDD. OBDD may terminate this Agreement upon written notice to Recipient under any of the following occurrences:

- a) The Oregon Department of Administrative Services notifies OBDD of an anticipated shortfall in Oregon Lottery revenues,
- b) OBDD fails to receive sufficient appropriations or other expenditure authorizations to allow OBDD, in the reasonable exercise of its administrative discretion, to continue making payments under this Agreement,
- c) There are not sufficient funds in the Strategic Reserve Fund, as determined by OBDD in the reasonable exercise of its administrative discretion, to permit OBDD to continue making payments under this Agreement.

7.3 Events of Default. Recipient shall be in default under this Agreement upon the occurrence of any of the following events (“Events of Default”):

- a) Any representation, warranty or statement made to OBDD by or on behalf of Recipient pertaining to this Agreement or in any document or report provided by or on behalf of Recipient and relied upon by OBDD to measure progress, performance or the expenditure of Grant money is untrue in any material respect when made.
- b) Recipient (i) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of all or any substantial part of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) commences a voluntary case under the U.S. Bankruptcy Code (as now or hereafter in effect), (v) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vi) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the U.S. Bankruptcy Code (as now or hereafter in effect), or (vii) takes any corporate action for the purpose of effecting any of the foregoing.
- c) A proceeding or case is commenced, without the application or consent of Recipient, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Recipient, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of Recipient or of all or any substantial part of its assets, or (iii) similar relief in respect to Recipient under any law relating to bankruptcy, insolvency,

reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty (60) consecutive days, or an order for relief against Recipient is entered in an involuntary case under the U.S. Bankruptcy Code (as now or hereafter in effect).

- d) Recipient fails to perform, observe or discharge any of its covenants, agreements or obligations pertaining to this Agreement, and such failure is not cured within fifteen days of written notice to Recipient from OBDD or a period of longer time established by OBDD in its notice.

7.4 Remedies Upon Default. Upon the occurrence of any Event of Default, OBDD may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of OBDD's obligation to make the Grant or any further disbursement under this Agreement, return of all or a portion of the Grant amount, payment of interest earned on the Grant amount and declaration of ineligibility for the receipt of future Strategic Reserve Fund, Oregon Lottery funds, or OBDD's SBIR/STTR Grant Support Program awards. If, as a result of an Event of Default, OBDD demands return of all or a portion of the Grant amount or payment of interest earned on the Grant amount, Recipient shall pay the amount upon OBDD's demand. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

8. Miscellaneous

8.1 No Implied Waiver. The failure of OBDD to exercise, or any delay by OBDD in exercising, any right, power or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. Any waiver or consent, if made, will be effective only if in writing signed by the party against whom such waiver or consent is sought to be enforced and is effective only in the specific instance and for the specific purpose given.

8.2 Choice of Law; Designation of Forum; Federal Forum

- a. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement
- b. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum
- c. Notwithstanding Section 7.2(b), if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This Section applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This Section is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

- 8.3 Notices.** Except as otherwise expressly provided in this Agreement, any required or permitted notice will be given in writing by personal delivery or by mail, postage prepaid, to Recipient or OBDD at the address on page 1 of this Agreement, or to such other addresses as either party may subsequently indicate in accordance with this Section 7.3. Any notice so addressed and mailed will be deemed to be given five days after mailing. Any notice by personal delivery will be deemed to be given when actually delivered.
- 8.4 Amendments.** This Agreement may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties.
- 8.5 Successors and Assigns; No Third Party Beneficiary.** This Agreement shall be binding upon and inure to the benefit of OBDD, Recipient, and their respective successors and assigns, except that Recipient may not assign or transfer its rights or obligations hereunder or any interest herein without the prior consent in writing of OBDD. OBDD and Recipient are the only parties to this Agreement and are the only parties entitled to enforce the terms of this Agreement. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons, unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- 8.6 Entire Agreement.** This Agreement, including any exhibits, schedules and attachments, which are by this reference incorporated herein, constitutes the entire agreement between the parties on the subject matter hereof. There are no other understandings, agreements or representations, oral or written, regarding this Agreement.
- 8.7 Indemnity.** Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, the Recipient shall indemnify, defend, and hold harmless the State of Oregon, the OBDD, and their officers, agents, employees, and members from and against all losses, damages, liabilities, costs and expenses arising out of or resulting from the acts of the Recipient's performance under this Agreement.

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

With respect to a Third Party Claim for which the Recipient is jointly liable with the OBDD (or would be if joined in the Third Party Claim), the Recipient 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 OBDD in such proportion as is appropriate to reflect the relative fault of the Recipient on the one hand and of the OBDD 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 Recipient on the one hand and of the OBDD 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 Recipient'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. Survival. All provisions of this Agreement intended by their terms to survive termination and the following sections shall survive termination of this Agreement: Section 3.3, Section 5.6, Section 6.4, Section 7.7, this Section 7.8 and Section 7.11.

- 8.8 Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- 8.9 Relationship of Parties.** The parties agree and acknowledge that their relationship is that of independent contracting parties and neither party hereto shall be deemed an agent, partner, joint venturer or related entity of the other by reason of this Agreement.
- 8.10 Attorney Fees and Other Expenses.** To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Agreement will be entitled to recover from the other its reasonable attorney fees and costs and expenses at trial, in a bankruptcy, receivership or similar proceeding, and on appeal. Reasonable attorney fees shall not exceed the rate charged to OBDD by its attorneys.
- 8.11 Counterparts.** This Agreement may be executed in more than one counterpart, which, when taken together, will constitute one and the same instrument, and either party may execute this Agreement by signing any such counterpart.
- 8.12 Time is of the Essence.** Recipient agrees that time is of the essence under this Agreement.
- 8.13 Disadvantaged Business Enterprises.** ORS 200.090 requires all public agencies to "aggressively pursue a policy of providing opportunities for disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans owned and emerging small businesses..." OBDD encourages Recipient, in its contracting activities, to follow good faith efforts described in ORS 200.045, available at https://www.oregonlegislature.gov/bills_laws/ors/ors200.html. The Governor's Policy Advisor for Economic and Business Equity provides additional resources and the Certification Office for Business Inclusion and Diversity at the Oregon Business Development Department maintains a list of certified firms and can answer questions. Search for certified firms on the web at: <https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp>.

9. Promotional Use of Recipient Information. Recipient agrees that OBDD or Lottery may use Recipient and information provided to the OBDD by Recipient in the promotion of the State’s programs and services. The following typifies, but does not limit, the information that State may use in its promotion(s): business name; general description of the Project; total Project cost; amount of the award; and amount of federal award and funding agency, if any.

BY SIGNING BELOW, THE PARTIES ACKNOWLEDGE THEY HAVE READ AND UNDERSTAND THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.



STATE OF OREGON
acting by and through the
Oregon Business Development Department



COLUMBIA COUNTY

By: _____
Chris Cummings, Assistant Director
Economic Development

By: _____
The Honorable Henry Heimuller
Columbia County Commissioner

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

Not Required per OAR 137-045-0030

**EXHIBIT A TO GRANT AGREEMENT
PROJECT DESCRIPTION & BUDGET**

Purpose:

The purpose of this Agreement is to provide funding from the Strategic Reserve Fund for a project to promote and increase broadband availability and adoption in designated rural areas for economic development, community development, and improved digital equity.

Background:

The goal of the Columbia County Broadband Planning project is to assess the community interest and support, overall feasibility, and potential funding mechanisms for a countywide redundant dark fiber network. The project will provide these findings, future recommendations, and outline next steps in a strategic business plan.

Statement of Work:

The Recipient will assess county-wide broadband needs, infrastructure, vendor resources, and strategic options, including the feasibility of a county-wide fiber ring to provide high-speed Internet services to residents, businesses, anchor institutions and emergency services throughout the county.

The first project task will be evaluating the broadband services currently available to residents and businesses across the county. This work will look at available broadband services, provider infrastructure and gaps in access to both physical connectivity and minimum service requirements. A visual display will be generated showing high-speed connectivity status across the county.

A key component and second task of the project will be bringing together business, residential, and public sector stakeholders to discuss the current infrastructure challenges and how a countywide fiber network might address them. The outreach will gauge the level of interest and support for funding a countywide fiber ring and establish whether partnership opportunities exist within the community for sharing existing infrastructure or other resources beneficial to a future fiber network.

The third task will utilize input from the public engagement process and initial project evaluations to create a high-level design and cost estimate for constructing a fiber optic network capable of meeting the assessed need. This task will also look at how to leverage fiber to promote commercial wireless broadband and cellular deployment to improve communications infrastructure across the county, with a special emphasis on the enhancement of emergency services communication. The data and analysis for this task will be rolled into the strategic business plan.

The final project task will describe remaining strategic planning, and steps for identifying and analyzing a range of business models and funding mechanisms for a future network. Partnership opportunities will be identified, evaluated and considered as part of an analysis of overall project feasibility. A final plan, including this information, overall recommendations, and a scope of work for project next steps will complete this project.

Schedule:

Task	Start Date	End Date
Competitive bid process for contracting consulting services	2 Apr 2018	13 Jul 2018
Assessment of current service providers and infrastructure	16 Jul 2018	31 Aug 2018
Evaluation of county and community stakeholder needs	4 Sep 2018	9 Nov 2018
Development of high-level broadband design and cost estimates	13 Nov 2018	18 Jan 2019
Creation of a strategic plan for broadband network	13 Nov 2018	29 Mar 2019
Assess range of business models / funding mechanisms	13 Nov 2018	18 Jan 2019
Identify and analyze potential partnership opportunities	22 Jan 2019	1 Mar 2019
Finalize report and recommendations	17 Dec 2018	29 Mar 2019

Recipient may request, and OBDD may grant, extensions to scheduled dates if approved in writing (including email) prior to exceeding any such dates, except for the Project Completion Deadline.

Planned Budget:

	OBDD Funds	Other / Matching Funds
Activity	Approved Budget	Approved Budget
Consulting	\$68,300	\$0
Total	\$68,300	\$0

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 THE SUMMERILL LAW FIRM, PLLC, 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 date last signed below.
2. Completion Date. The completion date for this Agreement shall be no later than One Hundred Ten days (110) after the Effective Date, unless sooner terminated as provided herein.
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 fee-for-service basis, an amount not to exceed \$65,000.00, 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 made in a lump sum at the satisfactory completion of the project. 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 17 of this Agreement.
5. Contract Representatives. Contract representatives for this Agreement shall be:

Sheriff Jeff Dickerson
Columbia County Sheriff's Office
901 Port Avenue
St. Helens, OR 97051
Phone: 503-366-4600
Email: jeff.dickerson@co.columbia.or.us

Joseph Summerill
The Summerill Law Firm, PLLC
1250 Connecticut Avenue, NW, Suite 200
Washington, DC 20036
Phone: 202-413-8884
Email: joseph@summerill.net

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 performance of the work provided for in this Agreement.
- (2) Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or any subcontractor incurred in the performance of this Agreement.
- (3) Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
- (4) 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 Contractor's employees who work under this Agreement at least time and a half for all overtime the employees work in excess of 40 hours in any one week, except for employees under a personal services public contract who excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.

D. Contractor shall notify in writing employees who work on this Agreement, either at the time of hire or before work begins 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 contractor may require the employees 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, religion, national origin, sex, sexual orientation, marital status, handicap, age, or any other characteristic protected by law, 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 a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business enterprise that is certified under ORS 200.055 in awarding a subcontract.

12. Tax Compliance. As required by ORS 279B.045, Contractor represents and warrants that Contractor has complied with the tax laws of this state and all political subdivisions of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318. Contractor shall continue to comply with the tax laws of this state and all political subdivisions of this state during the term of the public contract. Contractor's failure to comply with the tax laws of this state or a political subdivision of this state before the Contractor executes this Agreement or during the term of this Agreement is a default for which County may terminate this Agreement and seek damages and other relief available under the terms of this Agreement or under applicable law. Contractor hereby certifies, under penalty of perjury, as provided in ORS 305.385(6), that to Contractor's knowledge, Contractor is not in violation of any of the tax laws of this state or political subdivision of this state, including but not limited to ORS 305.380(4).

13. 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.

14. 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.

15. 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.

16. 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 shall also provide errors and omissions insurance of not less than \$2,000,000. 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.

17. Termination. This Agreement may be terminated at any time in whole or in part by mutual consent of both parties. 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.

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.

18. Time of the Essence. The parties agree that time is of the essence in this Agreement.

19. 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.

20. 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.

21. Choice of Law. This Agreement shall be governed by the laws of the State of Oregon.

22. 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.

23. 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.

24. 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.

25. 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.

26. Counterparts. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

27. 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:

THE SUMMERILL LAW FIRM, PLLC

By: 

Name: Joseph Summerill

Date: 5/9/18

Approved as to form

By: _____
Office of County Counsel

OWNER:

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____
Margaret Magruder, Chair

By: _____
Henry Heimuller, Commissioner

By: _____
Alex Tardif, Commissioner

Date: _____

SUMMERILL

WASHINGTON, DC

THE SUMMERILL LAW FIRM, PLLC
1250 Connecticut Avenue, NW
Suite 200
Washington, DC 20036

Joseph Summerill

Office: 202-413-8884

Email: joseph@summerill.net

April 17, 2018

Sheriff Jeff Dickerson
Columbia County Sheriff's Office
901 Port Avenue
St Helens, OR 97051

Subject: Assisting Columbia County Negotiate New Per Diem Rate For
U.S. Marshals Service IGA # 69-09-0009

Dear Sheriff Dickerson:

I appreciate your consideration of The Summerill Law Firm, PLLC for calculating and negotiating a new per diem rate for housing U.S. Marshals Service (USMS) prisoners in the Columbia County Jail. The following proposal, if accepted, will serve as the contract between The Summerill Law Firm, PLLC and Columbia County, Oregon for this project.

BACKGROUND ON INTERGOVERNMENTAL AGREEMENT (IGA) # 69-09-0009.

The Columbia County Sheriff's Office has an Intergovernmental Agreement (IGA) # 69-09-0009 with U.S. Marshals under which federal prisoners are housed in the Columbia County Detention Center at a per diem rate of \$80, plus a transport / hospital guard service rate. This rate was last updated on June 1, 2014, and is now eligible for renegotiation.

SUMMARY OF OUR PROPOSAL.

- The Summerill Law Firm, PLLC shall work with Columbia County Sheriff officials to collect all allowable and allocable economic data regarding the costs associated with the current and future operation of the Columbia County Jail.
- Mr. Summerill's team will then build the County's new federal per diem rate, utilizing various methodologies -- for example, it may be necessary to utilize a two-step allocation process depending on how the Sheriff's Office and the County's cost centers are designated.

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USMS IGA # 69-09-0009 (Columbia County, OR)

April 17, 2018

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- Mr. Summerill will then present to the Sheriff a draft proposal to submit to USMS. We will also research neighboring County federal per diem rates and make a strategic recommendation regarding the submittal of the Columbia's proposal to USMS.

If Columbia County chooses not to submit the proposal prepared by The Summerill Law Firm, PLLC to USMS, no fee shall be paid to The Summerill Law Firm, PLLC. In such a case, all cost data prepared by The Summerill Law Firm, PLLC shall remain our property.

- Upon the County's approval, Mr. Summerill's team will then upload the supporting documents for the proposal (for the new per diem rate and the new transportation / guard service rate) to USMS through the USMS eIGA website and start working with USMS officials to ensure that Columbia's proposal is reviewed and negotiated in a timely manner.
- The USMS Grants Officer will represent the federal government in the negotiation of the new per diem rate. She will need at least 30 days to review our cost data, during which time, we will be available to answer all questions raised by her regarding the proposal and provide her answers.
- The USMS grants officer will use different price analysis techniques to assess the fairness and reasonableness of Columbia's proposed per diem rate. For example, the grants officer will calculate an "adjusted core rate" by applying certain facility characteristics to an "econometric model." We will work with her as she goes through this analysis.
- We will then request that USMS start negotiations. Mr. Summerill will partner with the Sheriff or other County official to conduct the actual negotiations with USMS. During the negotiations, Mr. Summerill will supply USMS with all necessary data and back up material to support the per diem rate request.
- Once the USMS grants officer determines a new per diem rate and transport rate, Mr. Summerill will review that offer with the County and make a recommendation as to whether or not Columbia County should accept the offer or, instead, continue negotiations. Once the County and USMS agree upon new rates, Mr. Summerill will work with the USMS grants officer to answer any remaining questions during the finalization process.

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ADVISORY TEAM.

For this project, the advisory team will be made up:

Joseph Summerill - Joe specializes in working with the Department of Justice's Federal Bureau of Prisons, United States Marshals Service and the Department of Homeland Security's Immigration and Customs Enforcement. Before entering private practice, Mr. Summerill was the chief contracts attorney for the U.S. Department of Justice, Federal Bureau of Prisons, advising the agency on various commercial issues, including the negotiation, award, and administration of contracts and intergovernmental service agreements for prison services and construction.

Michele Sharpe is the Senior Paralegal for The Summerill Law Firm, PLLC. Michele specializes in the preparation and submission of Intergovernmental Service Agreement proposals to the US Marshals Service and Immigration & Customs Enforcement. Ms. Sharpe understands the rules and regulations, including OMB Cost Principals, necessary to build federal per diem rates with allowable and allocable jail and law enforcement operating cost. Ms. Sharpe has developed internal algorithms which can assist local government is calculating per diem rates. Finally, Ms. Sharpe is well versed in wage and benefit rates both under collective bargaining agreements and the Department of Labor Wage Determination.

For additional information, please visit: <http://www.josephsummerill.com>.

GOALS FOR THIS PROJECT.

A draft analysis by Summerill demonstrates that the Sheriff can increase his federal per diem rate to \$104.87 (or higher). Based on an ADP of approximately 60 federal prisoners, this rate of \$105 will generate approximately \$548 K in new additional revenue for the County on an annual basis.

Mr. Summerill will negotiate a term of 48 months, which means that the County will generate approximately \$2.1 M over the life of the agreement.

TIME FRAME FOR THE COLUMBIA COUNTY PROJECT.

From the date of engagement until the date that Columbia County executes a new USMS IGA is typically 90 to 110 days. If Mr. Summerill submits the County's per diem rate proposal to USMS by June 1, 2018, he anticipates negotiations to begin in early July 2018 and the County to start billing USMS a new per diem rate by September 1, 2018.

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COMPENSATION FOR CALCULATING & NEGOTIATING NEW PER DIEM.

In consideration for the services described above, the Parties agree that The Summerill Law Firm PLLC shall be paid a one-time only, firm fixed fee of SIXTY-FIVE THOUSAND DOLLARS (\$65,000.00). This fee was calculated taking into consideration the complexity of the work performed and the timeframe outlined for this project.

This fee shall be paid to The Summerill Law Firm PLLC only once Sheriff Dickerson executes the new IGA with USMS. If the Sheriff chooses not to sign the new IGA per diem rate, no fee shall be paid to The Summerill Law Firm, PLLC.

Further, if the Sheriff chooses not to submit a proposal to USMS based on the draft proposal prepared by The Summerill Law Firm PLLC, no fee shall be paid to The Summerill Law Firm PLLC. In such cases, then all data created by The Summerill Law Firm PLLC on this project shall remain the property of The Summerill Law Firm, PLLC and shall not be utilized by Columbia County, OR.

The Parties agree that The Summerill Law Firm PLLC's invoice for this project shall be paid within 65 days of the Sheriff's execution of the new IGA per diem rate with the USMS.

The Summerill Law Firm PLLC will submit one invoice to Columbia County, and that invoice shall not reflect an hourly breakdown of the work performed by Mr. Summerill, but instead state: "For Services Rendered to Columbia County, OR in Connection With the Formation and Execution of IGA 69-09-0009 Between Columbia County Sheriff and the U.S. Marshals Service."

WAIVER OF CONFLICTS.

In consideration for the services described above, the Parties agree that The Summerill Law Firm, PLLC may represent other counties (including Oregon counties) seeking to negotiate IGA per diem rates with U.S. Marshals Service and / or Immigration & Customs Enforcement.

REFERENCES.

Please feel free to contact:

- Tracy Aaron; Mansfield City Chief of Police, Oregon; 817-804-5782;
tracy.aaron@mansfield-tx.gov
- Lisa Smith, County Auditor; Bastrop County, Oregon; 512-332-7222;
lisa.smith@co.bastrop.tx.us

SUMMERILL

USMS IGA # 69-09-0009 (Columbia County, OR)
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- Clay D. McKinney, Pecos City Chief of Police, Oregon; 432-445-4911;
cmckinney@pecostx.gov

EXPIRATION OF OFFER.

This offer expires May 31, 2018.

CONCLUSION.

Thank you again for your consideration of hiring The Summerill Law Firm, PLLC for this project. Upon your approval, we will move forward. In the meantime, please do not hesitate to contact me with any questions.



JOSEPH SUMMERILL
202-413-8884

Accepted and agreed to this _____ day of _____, 2018 for Columbia County, OR.

By: _____

Title: _____

3/8/2018

PRIVILEGED AND CONFIDENTIAL

DRAFT SUMMARY SHEET- PRELIMINARY PER DIEM RATE ANALYSIS

Columbia County Sheriff's Office

**Columbia County Jail
901 Port Avenue Street
Helens, OR 97051**

Description	FY 2017 Per Diem Rate	FY 2018 Per Diem Rate	FY 2019 Per Diem Rate
Total Personnel Costs- Excludes Overtime (Schedule B Part I)	\$1,913,635.00	\$1,803,997.00	\$1,840,317.47
Total Personnel Benefits (Schedule B Part II)	\$973,716.00	\$1,087,843.00	\$1,109,744.91
Total Consultants & Contract Services (Schedule C)	\$846,960.00	\$1,035,000.00	\$1,055,838.00
Total Other Jail Operating Costs (Schedule D)	\$964,709.00	\$952,446.00	\$971,621.91
Total Est. Indirect Costs (Schedule E)	\$195,281.60	\$220,373.76	\$224,810.62
Total Est. Equipment Depreciation Costs (Schedule F)	\$29,000.00	\$37,500.00	\$38,255.00
Total Est. Building Depreciation Costs (Schedule G)	\$364,590.00	\$364,590.00	\$364,590.00
Revenue/Credits	(\$50,000.00)	(\$50,000.00)	(\$50,000.00)
Total Operating Expenses	\$5,237,891.60	\$5,408,759.76	\$5,512,187.91
Per Diem Rate	\$99.66	\$102.91	\$104.87

Current Per Diem: \$80.00
Fiscal Year: July 1st – June 30th