



BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON

Wednesday, May 30, 2018
10:00 a.m. - Room 308

BOARD MEETING AGENDA

CALL TO ORDER/FLAG SALUTE

MINUTES:

Minutes, May 16, 2018 Board meeting.
Minutes, May 16, 2018 Work Session

VISITOR COMMENTS - 5 MINUTE LIMIT

MATTERS:

- 1) Life Saving Award presented to Sheriff Deputy Collin Brehm.
- 2) My Fair Lady Tea - Columbia County Shrine Club (11:00 am)

HEARING(S):

- 1) Public Hearing, "In the Matter of Authorizing Supplemental Budget Appropriations, Contingency Transfers, Inter-Fund Transfers and Intra-Fund Transfers for Fiscal Year 2017-2018."
- 2) Public Hearing, "In the Matter of the Rate Adjustments for Solid Waste Curbside Collection Services in Unincorporated Columbia County".

CONSENT AGENDA:

- (A) Ratify the Select to Pay for the weeks of 05.21.18 & 05.28.18.
- (B) Authorize Jennifer Cuellar to pay invoice for 2018-2019 SAIF Workers Compensation Renewal.
- (C) Property Statement of Values and Authorize Jennifer Cuellar to sign.
- (D) Statement Acknowledging that Coverage Has been Placed with a Non-Admitted Carrier and Authorize Jennifer Cuellar to Sign.
- (E) Self-Insurance Fund Notice and Acknowledgment of Assessable and Financial Condition for CCDA and Authorize Jennifer Cuellar to Sign.

- (F) Self-Insurance Fund Notice and Acknowledgment of Assessable and Financial Condition for County and Authorize Jennifer Cuellar to Sign.
- (G) Electronic copies will be coming. Originals will go to Jennifer for her signature. Please let me know if you have any questions.
- (H) Authorize Jennifer Cuellar to pay invoice for Excess Earthquake coverage.
- (I) 2018 Liquor License Renewals for: The Birk and the Outpost 30.

AGREEMENTS/CONTRACTS/AMENDMENTS:

- (J) C28-2018 - Personal Services Contract with Summerill Law Firm, PLCC, for Negotiated Rates.
- (K) C46-2018 - Contingent Fee Agreement with D'Amore Law, Whaley Law, and the Law Office of Thomas Young (Opioid Litigation) and authorize Sarah Hanson to sign.
- (L) C42-2018 - Public Services Contract with Caselle, Inc. for Enterprise Resource Planning (ERP) System.

DISCUSSION ITEMS:

- Jon Kinsel - IGA #32544 with ODOT, Motor Carrier Transportation Division

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.

NOTICE OF SUPPLEMENTAL BUDGET CHANGES

For supplemental budgets proposing a change in any fund's expenditures by more than 10 percent or adding an appropriation category

A public hearing on a proposed supplemental budget for Columbia County for the current fiscal year will be held at 230 Strand Street, St Helens, OR in room 308. The hearing will take place on May 30, 2018 at 10:00 am.

The purpose of the hearing is to discuss the supplemental budget with interested persons.

A copy of the supplemental budget document may be inspected or obtained on or after May 28, 2018 at

230 Strand Street, St Helens, OR at the Finance Counter between 8:30 am and 5pm Monday through Friday.

SUMMARY OF PROPOSED BUDGET CHANGES

AMOUNTS SHOWN ARE REVISED TOTALS IN THOSE FUNDS BEING MODIFIED

FUND: Parks and Forest Fund

Resource	Amount	Requirement	Amount
1 Fed, State, All Other Grants, Gifts, Allocations, Donations	178,000	1 Materials and Services	374,361
2 Interfund Transfers / Internal Service Reimbursements	215,602	2 Capital Outlay	268,602
3 All other Resources unchanged	791,433	3 Interfund Transfers	106,620
		4 All other requirements unchanged	435,452
Revised Total Fund Resources	1,185,035	Revised Total Fund Requirements	1,185,035

Comments:

The Parks Department was awarded a Title III grant totaling over \$153,000 which increased transfer revenues with offsetting increase in Capital Outlay. One state grant was \$3,000 higher than anticipated with an increase in the same amount in the materials and services category. Higher than anticipated payroll transfer expense of \$2,000 will be covered by an interfund transfer service.

FUND: Fair Board Fund

Resource	Amount	Requirement	Amount
1 Resources unchanged	607,984	1 Materials and Services	424,153
2		2 Capital Outlay	88,000
3		3 Contingency	60,493
		4 All other requirements unchanged	37,338
Revised Total Fund Resources	607,984	Revised Total Fund Requirements	609,984

Comments:

The Fair Board fund utilized contingency to increase the materials and services category due to higher than anticipated utilities and temporary services and the capital category for unanticipated capital improvements needed at the fair grounds during the current fiscal year.

FUND: Direct Pass through Fund

Resource	Amount	Requirement	Amount
1 Fed, State, All Other Grants, Gifts, Allocations, Donations	326,500	1 Materials and Services	326,500
Revised Total Fund Resources	326,500	Revised Total Fund Requirements	326,500

Comments:

A multi-year Community Development Block Grant supporting housing improvement projects had more than anticipated revenue and offsetting expenditures take place during the current fiscal year.

FUND: Building Fund

Resource	Amount	Requirement	Amount
1 Fees, Lic.s, Permits, Fines, Ass'tmnts, Other Service Charges	808,214	1 Personnel Services	693,211
2 All other Resources unchanged	278,903	2 Materials and Services	43,676
3		3 Contingency	212,665
		4 All other requirements unchanged	137,565
Revised Total Fund Resources	1,087,117	Revised Total Fund Requirements	1,087,117

Comments:

Higher plumbing and electrical fees than anticipated were collected, resulting in need to add staffing capacity to meet the increased demand in services. A small increase in materials and services category cost is also required to meet new level of demand for services. In addition, two retirements took place in the current fiscal year which required a transfer from the contingency fund.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

In the Matter of Rate Adjustments for Curbside Collection
Services and Commercial Drop Box Service for Franchise
Areas Covering Unincorporated Columbia County

ORDER NO. 90-2018

WHEREAS, Section 5.01(A) of the Columbia County Solid Waste Management Ordinance (“SWMO”) authorizes the Board of County Commissioners, upon its own recommendation or the recommendation of the Solid Waste Advisory Committee (SWAC), to approve and establish rate adjustments; and

WHEREAS, Section 5.01(A)(4) of the SWMO authorizes the Board to increase or decrease rates based on the cost of doing business; and

WHEREAS, Section 5.01(B)(6) of the SWMO provides that in determining rates, the Board shall give due consideration to, among other things, a reasonable rate of return to the franchisee based upon a percentage of gross receipts under the franchise; and

WHEREAS, in April, 2018, the SWAC At-Large Members and County Staff reviewed proposed rate adjustments for curbside collections services and commercial drop box service by Waste Management, for its Scappoose and Vernonia franchise service areas, and Waste Connections (dba Hudson Garbage Service) for its St. Helens, Clatskanie, and Rainier franchise service areas; and

WHEREAS, the proposed rate adjustments were supported by 2017 Detail Cost Reports (DCRs) submitted by Waste Management and Waste Connections/Hudson; and

WHEREAS, the SWAC policy is to recommend a hauler-requested rate adjustment to the Board when the operating margin for the franchise area falls below 8%, and to recommend rates to support an operating margin of between 8-14%; and

WHEREAS, although Waste Management’s 2017 DCRs showed operating margins within 8-14% for the Scappoose and Vernonia franchise areas, the increased costs of recycling starting in the fourth quarter of 2017, the purchase of four new trucks, and the standard CPI adjustment resulted in an operating margin forecast of 3.7% for the Scappoose rural franchise, and 2.8% in the Vernonia rural franchise area for 2018; and

WHEREAS, accordingly, Waste Management has requested an 8.2% increase in the rural Scappoose service area, 9.2% in the rural Vernonia service Area, and an 8.2% increase in the Drop Box Service Area to achieve a target operating ratio of 11%; and

WHEREAS, Waste Connections’ 2017 DCRs showed operating margins at 15.1% for the St. Helens franchise area, 8.7% for the Clatskanie franchise area, and 8.7% for the Rainier franchise area; however, with the recycling adjustment, the projected operating margins fall to 5.9% for the St. Helens area, 4.5% for the Clatskanie area, and 4.5% for the Rainier area; and

WHEREAS, accordingly, Waste Connections requested a 7.6% increase in the rural St. Helens, Clatskanie, and Rainier service areas to achieve a target operating ratio between 8-14%; and

WHEREAS, following review of the DCRs, the SWAC voted to recommend to the Board of County

Commissioners an 8.2% increase in the rural Scappoose service area, 9.2% in the rural Vernonia service Area, 8.2% increase in the Drop Box Service Area of rural Scappoose and rural Vernonia, and a 7.6% increase in the rural St. Helens, Clatskanie and Rainier service areas; and

WHEREAS, following published notice, the Board held a hearing on May 30, 2018 on the proposed rate adjustments for curbside collection services and commercial drop box rate by franchised haulers for residents and businesses in unincorporated Columbia County; and

WHEREAS, after deliberating on the proposed rate adjustments, the Board determined that the SWAC-recommended curbside rate increases for the rural Scappoose, Vernonia, St. Helens, Clatskanie, and Rainier franchise area are necessary to cover the costs of the waste-disposal program without reducing services to the public; and

WHEREAS, the Board also determined that the SWAC recommended commercial drop box rate increase for the rural Scappoose and Vernonia franchise area is necessary to cover the costs of the waste-disposal program without reducing services to the public; and

WHEREAS, based on the conclusions from the 2018 Solid Waste Tipping Fee Rate study, the Board determined that no increase is required for all franchise areas to cover the transfer station’s annual CPI-adjusted disposal rate;

NOW, THEREFORE, IT IS HEREBY ORDERED, as follows:

1. That the proposed increase in Commercial Drop Box rates for the Scappoose and Vernonia Drop Box franchise areas is just, fair, reasonable, and sufficient to provide proper service to the public; and
2. That the proposed increase in curbside collection rates for the rural Scappoose, Vernonia, St. Helens, Clatskanie and Rainier franchise areas is just, fair, reasonable, and sufficient to provide proper service to the public; and
3. In support of its decision, the Board adopts findings in the Board communication dated May 16, 2018, which is attached hereto as Exhibit A and incorporated herein by this reference; and
4. The Solid Waste collection rates contained in Exhibit A are hereby adopted and shall take effect on June 1, 2018.

Dated this ___ day of May, 2018.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

Approved as to form

By: _____
Henry Heimuller, Chair

By: _____
Office of County Counsel

By: _____
Margaret Magruder, Commissioner

By: _____
Alex Tardif, Commissioner

EXHIBIT A

BOARD COMMUNICATION

FROM THE LAND DEVELOPMENT SERVICES DEPARTMENT

MEETING DATE: **May 2, 2018 Board/Staff Meeting-Briefing**
May 30, 2018 Public Hearing

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Todd Dugdale, Director of Land Development Services

DATE: May 16, 2018

SUBJECT: **SOLID WASTE PROGRAM**
FY 2019 Collection Rate Adjustments

SUMMARY:

Each year, the County reviews solid waste collection rates using a uniform Detailed Cost Report(DCR) rate review procedure established in 2011 which is designed to provide the information necessary for the County to make rate setting decisions pursuant to Section 5.01 of the Solid Waste Management Ordinance. Under the DCR procedure, an operating ratio for each collection service area is determined using detailed cost data presented by each collection franchisee in a standard format prescribed by the County. The operating ratio is a measure, expressed as a percentage, of what proportion of a collection franchisee's revenue is left over, before taxes, after paying for the variable costs of providing the service. The County has established a policy that an acceptable operating ratio shall be in the range of 8-14% with a target operating ratio of 11%. If the DCR for the previous year indicates an operating ratio which is under 8%, a rate adjustment to the target 11% would be made. If the operating ratio falls within the 8-14% acceptable range, no rate adjustment would be allowed.

In April, Waste Management and Waste Connections, the two solid waste collection franchisees serving rural Columbia County, submitted Detailed Cost Reports (DCRs) to the Columbia County Solid Waste Advisory Committee (SWAC) At- Large members and Staff. A map of the franchise collection service areas is contained in **Attachment 1**. The DCRs were reviewed by SWAC at public meetings on April 23, 2018.

Unique to the FY 2018-2019 rate review is the unprecedented increase in costs to recycle materials. This year SWAC is taking into consideration the current and anticipated cost of recycling in setting rates for FY 2018-2019.

The Pacific Northwest is facing ongoing challenges finding markets for recyclables since January 1, 2018 when China stopped accepting recyclables with "contamination" greater than 0.5%. Last year, NW processors were delivering recyclables with contamination rates of 3-5%. Domestic processors have slowed down processing lines and added labor to clean the product, but none has yet achieved the new standard. Along with virtually every processor on the West Coast, Waste Connections, our Transfer Station operator, has had to find new markets for the commingled recyclables collected curbside. In order to market recyclables now, these commingled recyclables must be lower in contamination than was previously accepted by China, that does not have certain recyclables previously collected at the curb, and be free of other contaminants. Since October 2017, the cost of processing to produce a cleaner bale has exceeded the cost of landfilling. In October of 2017, it cost \$101/ton to process recyclable materials. Currently, landfilling garbage costs \$89/ton. As of April 2018,

EXHIBIT A

the cost to recycle is \$145/ton. There is consensus within the recycling community, including state and local analysts, that current processing costs will most likely remain high for the medium term until stable markets can be found and sorting technology can be improved.

All recyclables and municipal solid waste collected in Columbia County goes through the county's transfer station. The waste is sent to Coffin Butte Landfill. Recyclable materials are processed at the Waste Connection MRF (material recovery facility) in Vancouver, WA. In order to create a marketable product, the processing line has been slowed down and more staff has been hired to screen out contaminants. Residual contaminants have risen from 10% of MRF output to about 30%. At this time Waste Connections has been able to secure markets for materials but at additional costs. It is the recommendation of SWAC to maintain the collection of materials for recycling for processing at the additional costs.

TRANSFER STATION DISPOSAL FEE PASS-THRU ADJUSTMENTS

Transfer Station disposal rates are generally adjusted each year based on the prior year CPI. After the Tipping Fee study that was concluded in early 2018, it was determined an increase for FY 2018-2019 was not necessary and there will be no increase in disposal fee for FY 2018-2019.

PROPOSED RATE ADJUSTMENTS:

Detailed Cost Reports and related rate adjustment proposals for Columbia County's two franchised solid waste collection haulers are described below.

Waste Management (Rural Vernonia and Rural Scappoose Service Areas)

The detailed cost report (DCR) data for the Waste Management franchise area (Vernonia and Scappoose unincorporated areas) are contained in **Attachment 2** indicated that operating margins were within the established range of 8-14%. But for 2018, the increased costs of recycling, the purchase of four new trucks, and the standard CPI adjustment had to a point where Waste Management will be under earning in 2018 (forecast for Scappoose is 3.7% and Vernonia 2.8%). Waste Management is requesting an 8.2% increase in the rural Scappoose service area, 9.2% in the rural Vernonia service Area and an 8.2% increase in the Drop Box Service Area.

The FY 2019 change in rates for every week residential collection service is summarized as follows:

Franchise Area	Current Services	Current Rate	Rate Increase	Disposal Pass-Thru	New Rate
Scappoose-Rural	35 Gal. Weekly Recycling	\$27.53	\$2.26	0	\$29.79
Vernonia- Rural	35 Gal. Weekly Recycling	\$27.56	\$2.52	0	\$30.08
Drop Box Service area	20 yard Drop Box Haul	\$155.81	8.2%	0	\$168.60

Waste Connections (Rural St. Helens, Rural Clatskanie and Rural Rainier Service Areas)

Proposed rate adjustments and supporting confidential detailed cost report (DCR) data for the Waste Connections franchise areas (Clatskanie, St. Helens and Rainier unincorporated areas) are contained in **Attachment 3**. Currently, all St Helens, Clatskanie, and Rainier rural residential customers receive every-other-week (EOW) curbside recycling services in conjunction with solid waste collection, the cost of which

EXHIBIT A

is built into the collection rate. Waste Connections notes changes in revenue and expenses that require the rate increase include general cost growth of 4.2 %; revenues from commodity sales recovered briefly but took a rapid downturn and by the fourth quarter it was costing more to recycle than to landfill, increases in wage costs of 3.5%, increases in fuel of 16% and increases in medical benefit costs of 5%.

Rural St. Helens Service Area: Proposed: 7.6% rate increase.

Though 2017 finished with a 15.1% operating margin, the projected operating margin is 5.9% with the recycle adjustment. This is below the acceptable range of 8-14%. Waste Connections is requesting a 7.6% increase for all customers in FY 2018-2019. Waste Connections will be fully carting all customers in the unincorporated area of St Helens in July /August of 2018.

Rural Clatskanie Service Area: Proposed: 7.6% rate increase.

The DCR indicates a projected operating margin of 8.7% and projected operating margins is 4.5% with the recycle adjustment. This is below the acceptable range of 8-14%. The current DCR supports a rate increase of 7.6% to achieve the target operating ratio of 11.1%. Waste Connections is requesting a 7.6% increase for all customers in FY 2018-2019.

Rural Rainier Service Area: Proposed: 7.6% rate increase

The DCR indicates a projected operating ratio of 7.1% and projected operating margins is 3.4% with the recycle adjustment. This is below the acceptable range of 8-14%. The current DCR supports a rate increase of 7.6% to achieve the target operating ratio of 11%. Waste Connections is requesting a 7.6% increase for all customers in FY 2018-2019.

The Solid Waste Advisory Committee is recommending, 7.6% increase for all customers for FY 2019.

The FY 2018 change in rates for every week residential collection service is summarized as follows:

Franchise Area	Typical Service	Current Rate	Rate Increase	Disposal Pass-Thru	New Rate
St. Helens-Rural	32 Gal. Weekly	\$28.48	\$2.17	\$0	\$30.66
Clatskanie-Rural	32 Gal. Weekly	\$33.38	\$2.54	\$0	\$35.92
Rainier-Rural	32 Gal. Weekly	\$29.05	\$2.21	\$0	\$31.26

RECOMMENDATION:

The Solid Waste Advisory Committee, public members, Mike Sheehan and Leahnette Rivers, and LDS staff heard presentations by Waste Connections and Waste Management regarding their respective collection service detailed cost reports and related rate requests on April 23, 2018.

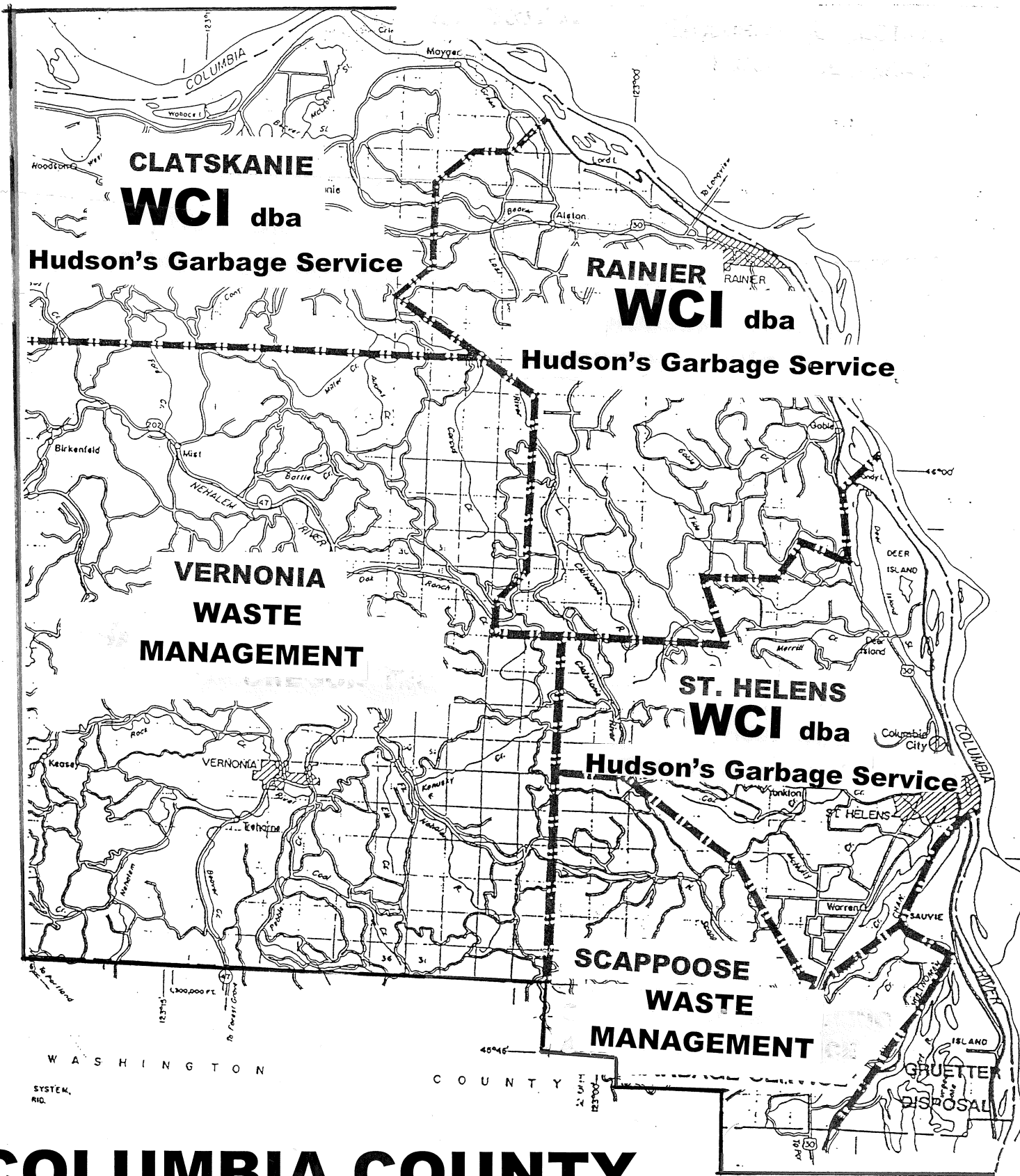
Based on a review of detailed cost reporting information submitted in support of the franchise hauler requests, SWAC and Staff recommend approval of the above described collection franchisee rate adjustments, a 7.6% rate increase for rural Clatskanie, rural Rainier and the rural St. Helens service areas and an 8.2% increase in the rural Scappoose and a 9.2% increase in the rural Vernonia service area. Staff recommends that the Board set the proposed rate adjustments over for review at a public hearing on May 23, 2018 after provision of required public notice with the rate increases to go into effect on June 1, 2018.

EXHIBIT A

ATTACHMENTS:

1. Collection Franchise Area Map.
2. Waste Management Proposed Rates and Supporting Detailed Cost Report for the Scappoose and Vernonia rural service areas.
****Please Note: DCR is Confidential-No Public Release. ****
3. Waste Connections (dba Hudson Garbage Service) Proposed Rates and Supporting Detailed Cost Report for the St Helens, Clatskanie and Rainier rural service areas.
****Please Note: DCR is Confidential-No Public Release****

ATTACHMENT 1



COLUMBIA COUNTY EXCLUSIVE COLLECTION FRANCHISE AREAS

Waste Management - Columbia County Operations
Proposed Rates for Columbia County Residential Services
Effective June 1, 2018

Columbia County - Scappoose County Areas

Weekly Service includes Garbage & Every Other Week Recycling
 - WM Provided Roll Cart for Recycling

8.2%

WEEKLY CART SERVICE	Current Monthly Curbside Rates	Rate Increase	Rate Increase %	Disposal Pass Through	New Monthly Curbside Rates
One - 35gal cart - 1 pickup per week	\$ 27.53	\$ 2.26	8.2%	\$ -	\$ 29.79
One - 64gal cart - 1 pickup per week	\$ 39.77	\$ 3.26	8.2%	\$ -	\$ 43.03
One - 96gal cart - 1 pickup per week	\$ 50.93	\$ 4.18	8.2%	\$ -	\$ 55.11
One - 35gal cart - EOW pickup	\$ 21.40	\$ 1.76	8.2%	\$ -	\$ 23.16
Each Additional 35gal cart	\$ 6.91	\$ 0.57	8.2%	\$ -	\$ 7.48
ONCE A MONTH SERVICE					
Not available					
**WILL CALL SERVICE					
Will call billed - 35gal cart	\$ 10.37	\$ 0.85	8.2%	\$ -	\$ 11.23
RECYCLING ONLY					
Hauler Provided Bins					

Columbia County - Vernonia County Areas

Weekly Service includes Garbage Only

9.2%

WEEKLY CART SERVICE	Current Monthly Curbside Rates	Rate Increase	Rate Increase %	Disposal Pass Through	New Monthly Curbside Rates
One - 35gal cart - 1 pickup per week	\$ 27.56	\$ 2.52	9.2%	\$ -	\$ 30.08
One - 64gal cart - 1 pickup per week	\$ 44.32	\$ 4.06	9.2%	\$ -	\$ 48.38
One - 96gal cart - 1 pickup per week	\$ 60.01	\$ 5.50	9.2%	\$ -	\$ 65.50
One - 35gal cart - EOW pickup	\$ 13.35	\$ 1.22	9.2%	\$ -	\$ 14.57
Each Additional 35gal cart	\$ 5.90	\$ 0.54	9.2%	\$ -	\$ 6.44
ONCE A MONTH SERVICE					
Not available					
RECYCLING ONLY					
Not available					

Waste Management - Columbia County Operations
Proposed Rates for Columbia County Commercial Services
Effective June 1, 2018

Columbia County Commercial Rates - Vernonia Rural Area

Commercial Container Service - Garbage

Monthly Container Rates

Container Size	Current Rate		New Rate	
	Number of Stops Per Week		Number of Stops Per Week	
	1	2	1	2
1 Yard	\$ 123.56	\$ 247.12	\$ 134.88	\$ 269.76
Extra Pick Up	\$ 49.73		\$ 54.28	
2 Yard	\$ 238.85	\$ 477.71	\$ 260.73	\$ 521.46
Extra Pick Up	\$ 76.17		\$ 83.15	
3 Yard	\$ 289.63	\$ 579.25	\$ 316.15	\$ 632.30
Extra Pick Up	\$ 110.02		\$ 120.09	
4 Yard	\$ 509.50	\$ 1,019.00	\$ 556.17	\$ 1,112.33
Extra Pick Up	\$ 198.92		\$ 217.14	

Commercial Container Service - Will Call

Will Call Service

	Current Rate		New Rate	
	Dump Fee Per Pull	Rental Fee Per Month	Dump Fee Per Pull	Rental Fee Per Month
	1 Yard	\$ 54.89	\$ 15.21	\$ 59.92
2 Yard	\$ 65.20	\$ 19.65	\$ 65.20	\$ 21.45

Temp Commercial Container Service

Includes Delivery & Removal (additional dumps at Will Call Rates)

	Current Rate		New Rate	
	Dump Fee Per Pull	Rental Fee Per Month	Dump Fee Per Pull	Rental Fee Per Month
	1 Yard	\$ 86.85	\$ 15.36	\$ 94.81
2 Yard	\$ 112.77	\$ 19.96	\$ 123.09	\$ 21.79

Commercial Rollcart Service

	Old Rate	New Rate
1 - 64 gal rollcart - 1 Pickup Weekly	\$ 49.82	\$ 54.38
1 - 96 gal rollcart - 1 Pickup Weekly	\$ 56.21	\$ 61.36

Waste Management - Columbia County Operations
Proposed Rates for Columbia County Drop Box Services
Effective June 1, 2018

Description of Service	Current Rate		New Rate
10 YD Haul Rate	\$ 149.15		\$ 161.39
20 YD Haul Rate	\$ 155.81		\$ 168.60
30 YD Haul Rate	\$ 163.17		\$ 176.56
Compactor Hauls	\$ 296.61		\$ 320.95
Mileage Rate	\$ 1.76		\$ 1.91
Container Rent			
10 Yard	\$ 89.84		\$ 97.21
20 Yard	\$ 89.84		\$ 97.21
30 Yard	\$ 89.84		\$ 97.21
Disposal Rate	\$ 89.00		\$ 89.00

Columbia County Transfer Station Rate Impact

	<u>Collection</u>
Current Rate	\$ 89.00
CPI Adjustment %	0.00%
New Rate	\$ 89.00
Change in Rate	\$ -

Rate Impact @ \$1.83 per Ton Increase

	Residential			Commercial				
	35 cart	64 cart	96 cart	1 Yard	1.5 Yard	2 Yard	3 Yard	4 Yard
Container Volume								
Disposal Rate Increase	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Disposal Pass Through	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Franchise Fee	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rate Impact	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Section 5.04 Passing Through Of Certain Rate Changes

Notwithstanding the provisions of Sections 5.01 and 5.02, upon recommendation by the Administrator or upon its own recommendation, the Board may, by order or resolution, approve the passing through to customers on a proportional basis any changes in disposal site and transfer station rates that are authorized by governmental bodies.

In allocating the fee changes in fees and costs to the classes of customers, the Board shall use the following formula:

Residential Customers: An increase or decrease of two and one quarter cents (\$.0225) per can for each \$1.00 per ton change in fee.

Container (Drop Box) Customers: An increase or decrease of fifteen cents (\$.15) per loose yard for each \$1.00 per ton change in fee.

Transfer Station Customers: An increase or decrease of \$1.00 per ton (\$.0005 per pound) for each \$1.00 per ton change in fee.

The date that the increased or decreased disposal fees and/or costs are imposed on the franchise holder shall be the same effective date that such fees and/or costs are imposed on the customers and rates may be adjusted retroactively to accomplish this goal.

**HUDSON GARBAGE SERVICE
RATES EFFECTIVE JUNE 1, 2018
COLUMBIA COUNTY--ST. HELENS AREA**

ST. HELENS COUNTY

	RATE FREQUENCY		Current Rate		New Rate
<u>RESIDENTIAL</u>					
<u>WEEKLY SERVICE</u>					
1 32 Gallon Can Weekly	PER MONTH	\$	28.49	\$	30.66
2 32 Gallon Cans Weekly	PER MONTH	\$	44.89	\$	48.30
3 32 Gallon Cans Weekly	PER MONTH	\$	61.29	\$	65.95
4 32 Gallon Cans Weekly	PER MONTH	\$	77.65	\$	83.55
5 32 Gallon Cans Weekly	PER MONTH	\$	94.10	\$	101.25
6 32 Gallon Cans Weekly	PER MONTH	\$	110.54	\$	118.94
<u>EVERY-OTHER-WEEK SERVICE</u>					
1 32 Gallon Can Every Other Week	PER MONTH	\$	21.62	\$	23.26
2 32 Gallon Cans Every Other Week	PER MONTH	\$	34.53	\$	37.15
3 32 Gallon Cans Every Other Week	PER MONTH	\$	49.16	\$	52.90
4 32 Gallon Cans Every Other Week	PER MONTH	\$	63.82	\$	68.67
<u>MONTHLY SERVICE</u>					
1 32 gallon 1x Monthly	PER MONTH	\$	9.06	\$	9.75
2 32 gallon 1x Monthly	PER MONTH	\$	13.18	\$	14.18
3 32 gallon 1x Monthly	PER MONTH	\$	17.34	\$	18.66
4 32 gallon 1x Monthly	PER MONTH	\$	21.50	\$	23.13
1 35 gallon 1x Monthly	PER MONTH	\$	9.06	\$	9.75
<u>ON-CALL SERVICE</u>					
1 32 Gallon On Call Pickup	PER PICKUP	\$	9.76	\$	10.50
2 32 Gallon On Call Pickup	PER PICKUP	\$	15.30	\$	16.46
3 32 Gallon On Call Pickup	PER PICKUP	\$	20.18	\$	21.71
<u>RECYCLE/GREENWASTE RATES</u>					
RECYCLE SERVICE ONLY	PER MONTH	\$	8.37	\$	9.01
RESI RECYCLE WITH GARBAGE	PER MONTH	\$	4.45	\$	4.79
<u>OTHER CAN SERVICES</u>					
EXTRA CAN (32 OR 35 GAL)	PER PICKUP	\$	6.85	\$	7.37
EOW OFF WEEK	PER PICKUP	\$	9.76	\$	10.50
EXTRA BAG OR BOX	PER PICKUP	\$	3.48	\$	3.74
OVERWEIGHT CAN	PER PICKUP	\$	2.84	\$	3.06
OVERLOADED CAN	PER PICKUP	\$	2.84	\$	3.06
OVERSIZE CAN	PER PICKUP	\$	2.84	\$	3.06
SPECIAL TRIP-OFF DAY	PER PICKUP	\$	20.00	\$	20.00
ROLL CAN WALK/DRIVE-IN	PER MONTH	\$	4.00	\$	4.30
DRIVE-IN ADDI'L 100 FT. INCREMENTS	PER MONTH	\$	2.00	\$	2.15
SERVICE RESUME/Can REDELIVERY	ONE TIME	\$	25.00	\$	25.00
COLLECTION FEES PAID TO 3RD PARTY COLLECTORS					
PASSED THROUGH IN FULL	ONE TIME				
RETURNED CHECK FEE (passed through in full)	ONE TIME	\$	20.00	\$	20.00

**HUDSON GARBAGE SERVICE
RATES EFFECTIVE JUNE 1, 2018
COLUMBIA COUNTY--ST. HELENS AREA**

ST. HELENS COUNTY

	RATE FREQUENCY		Current Rate		New Rate
<u>COMMERCIAL</u>					
TEMP 2YD CONT	PER PICKUP	\$	77.87	\$	83.79
XTRA PER DAY	PER DAY	\$	2.63	\$	2.83
CONTAINER OVERLOAD	PER PICKUP	\$	17.27	\$	18.58
CONTAINER PER/EXTRA YD	PER PICKUP	\$	17.27	\$	18.58
<u>OTHER RATES</u>					
TIRE under 16" no/rim	PER PICKUP	\$	6.59	\$	7.09
TIRE under 16" w/rim	PER PICKUP	\$	15.76	\$	16.96
BATTERY	PER PICKUP	\$	6.59	\$	7.09
HOT WATER HEATER	PER PICKUP	\$	35.45	\$	38.14
SM MATTRESS	PER PICKUP	\$	11.62	\$	12.50
M/LG MATTRESS	PER PICKUP	\$	17.37	\$	18.69
SM FURNITURE	PER PICKUP	\$	16.82	\$	18.10
M/LG FURNITURE	PER PICKUP	\$	35.11	\$	37.78
SM APPLIANCE*	PER PICKUP	\$	17.20	\$	18.51
M/LG APPLIANCE*	PER PICKUP	\$	35.45	\$	38.14
<u>WEEKLY COMMERCIAL CAN SERVICE W/RECYCLING</u>					
1 32 Gallon Can Weekly Business	PER MONTH	\$	28.49	\$	30.66
2 32 Gallon Can Weekly Business	PER MONTH	\$	44.89	\$	48.30
3 32 Gallon Can Weekly Business	PER MONTH	\$	61.29	\$	65.95
4 32 Gallon Can Weekly Business	PER MONTH	\$	77.65	\$	83.55
5 32 Gallon Can Weekly Business	PER MONTH	\$	94.10	\$	101.25
7 32 Gallon Can Weekly Business	PER MONTH	\$	126.75	\$	136.38
1 95 Gallon Cart Weekly Business	PER MONTH	\$	61.29	\$	65.95
2 95 Gallon Cart Weekly Business	PER MONTH	\$	94.84	\$	102.05
3 95 Gallon Cart Weekly Business	PER MONTH	\$	129.95	\$	139.83
<u>EVERY-OTHER-WEEK COMMERCIAL CAN SVC W/ RECYCLING</u>					
1 Can Every Other Week--Business	PER MONTH	\$	21.62	\$	23.26
<u>OTHER COMMERCIAL CAN SERVICE</u>					
32 gallon 1x Monthly Business	PER MONTH	\$	9.06	\$	9.75
32 Gallon On Call Pickup Business	PER PICKUP	\$	9.76	\$	10.50
Overfill/Overweight Can Business	PER PICKUP	\$	2.84	\$	3.06
Commercial Recycling Service	PER MONTH	\$	4.45	\$	4.79

**HUDSON GARBAGE SERVICE
RATES EFFECTIVE JUNE 1, 2018
COLUMBIA COUNTY--ST. HELENS AREA**

ST. HELENS COUNTY

	RATE FREQUENCY		Current Rate		New Rate
<u>CONTAINER SERVICE W/ RECYCLING</u>					
1 Yard Container Weekly Service = 6.3 32 gal cans	PER MONTH	\$	126.71	\$	136.34
*Each additional	PER MONTH	\$	116.05	\$	124.87
1 Yard Container 2 x Weekly Service	PER MONTH	\$	232.23	\$	249.88
*Each additional	PER MONTH	\$	213.58	\$	229.81
1Yard Container 3 x Weekly Service	PER MONTH	\$	338.95	\$	364.71
*Each additional	PER MONTH	\$	320.02	\$	344.34
1Yard Container 4 x Weekly Service	PER MONTH	\$	463.43	\$	498.65
1 Yard Container 5 x Weekly Service	PER MONTH	\$	579.27	\$	623.29
1 Yard Every Other Week Service	PER MONTH	\$	71.10	\$	76.50
1YD OAM (not offered to new customers)	PER MONTH	\$	35.19	\$	37.86
1Yard On Call Pickup (not offered to new customers)	PER PICKUP	\$	36.26	\$	39.02
1.5 Yard Container Weekly Service = 9.5 32 gal cans	PER MONTH	\$	172.24	\$	185.33
*Each additional	PER MONTH	\$	161.42	\$	173.69
1.5 Yard Container 2 x Weekly Service	PER MONTH	\$	324.21	\$	348.85
*Each additional	PER MONTH	\$	315.77	\$	339.77
1.5 Yard Container 3 x Weekly Service	PER MONTH	\$	474.16	\$	510.20
*Each additional	PER MONTH	\$	438.51	\$	471.84
1.5 Yard Every Other Week Service	PER MONTH	\$	134.87	\$	145.12
1.5YD OAM (not offered to new customers)	PER MONTH	\$	66.99	\$	72.08
1.5YD OPU (not offered to new customers)	PER PICKUP	\$	43.95	\$	47.29
2 Yard Container Weekly Service = 12.6 32 gal cans	PER MONTH	\$	226.62	\$	243.84
*Each additional	PER MONTH	\$	210.25	\$	226.23
2 Yard Container 2x Weekly Service	PER MONTH	\$	420.75	\$	452.73
*Each additional	PER MONTH	\$	388.21	\$	417.71
2 Yard Container 3x Weekly Service	PER MONTH	\$	615.28	\$	662.04
*Each additional	PER MONTH	\$	568.84	\$	612.07
2 Yard Every Other Week Service	PER MONTH	\$	170.21	\$	183.15
2 Yard On Call (not offered to new customers)	PER PICKUP	\$	53.59	\$	57.66
3 Yard Container 1x Weekly Service	PER MONTH	\$	316.18	\$	340.21
3 Yard Container 2x Weekly Service	PER MONTH	\$	559.12	\$	601.61
3 Yard Container 3x Weekly Service	PER MONTH	\$	801.79	\$	862.73
3 Yard Container 4x Weekly Service	PER MONTH	\$	1,044.48	\$	1,123.86
3 Yard Container 5x Weekly Service	PER MONTH	\$	1,287.22	\$	1,385.05
4 Yard Container 1x Weekly Service	PER MONTH	\$	390.56	\$	420.24
4 Yard Container 2x Weekly Service	PER MONTH	\$	727.60	\$	782.90
4 Yard Container 3x Weekly Service	PER MONTH	\$	1,048.27	\$	1,127.94
4 Yard Container 4x Weekly Service	PER MONTH	\$	1,368.93	\$	1,472.97
4 Yard Container 5x Weekly Service	PER MONTH	\$	1,689.65	\$	1,818.06
5 Yard Container 1x Weekly Service	PER MONTH	\$	462.11	\$	497.23
5 Yard Container 2x Weekly Service	PER MONTH	\$	905.98	\$	974.83
5 Yard Container 3x Weekly Service	PER MONTH	\$	1,349.53	\$	1,452.09
5 Yard Container 4x Weekly Service	PER MONTH	\$	1,793.07	\$	1,929.34
5 Yard Container 5x Weekly Service	PER MONTH	\$	2,236.69	\$	2,406.68
7 Yard Container 1x Weekly Service	PER MONTH	\$	703.58	\$	757.05
7 Yard Container 2x Weekly Service	PER MONTH	\$	1,215.02	\$	1,307.36
7 Yard Container 3x Weekly Service	PER MONTH	\$	1,726.00	\$	1,857.18
7 Yard Container 4x Weekly Service	PER MONTH	\$	2,315.62	\$	2,491.61
7 Yard Container 5x Weekly Service	PER MONTH	\$	2,748.07	\$	2,956.92

**HUDSON GARBAGE SERVICE
RATES EFFECTIVE JUNE 1, 2018
COLUMBIA COUNTY--RAINIER AREA**

RAINIER COUNTY

RESIDENTIAL

WEEKLY SERVICE

	RATE FREQUENCY	Current Rate	New Rate
1 32 Gallon Can Weekly	PER MONTH	\$ 29.05	\$ 31.26
2 32 Gallon Cans Weekly	PER MONTH	\$ 44.11	\$ 47.46
3 32 Gallon Cans Weekly	PER MONTH	\$ 61.21	\$ 65.86

EVERY-OTHER-WEEK SERVICE

1 32 Gallon Can Every Other Week	PER MONTH	\$ 24.82	\$ 26.71
2 32 Gallon Cans Every Other Week	PER MONTH	\$ 29.06	\$ 31.27
3 32 Gallon Cans Every Other Week	PER MONTH	\$ 40.18	\$ 43.23
4 32 Gallon Cans Every Other Week	PER MONTH	\$ 45.24	\$ 48.68
5 32 Gallon Cans Every Other Week	PER MONTH	\$ 50.30	\$ 54.12

MONTHLY SERVICE

1 32 gallon 1x Monthly		\$ 15.29	\$ 16.45
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ON-CALL SERVICE

1 32 Gallon On Call Pickup	PER PICKUP	\$ 5.44	\$ 5.85
2 32 Gallon On Call Pickup	PER PICKUP	\$ 10.90	\$ 11.73
3 32 Gallon On Call Pickup	PER PICKUP	\$ 16.33	\$ 17.57
4 32 Gallon On Call Pickup	PER PICKUP	\$ 22.42	\$ 24.12

RECYCLE/GREENWASTE RATES

RECYCLE SERVICE ONLY	PER MONTH	\$ 7.18	\$ 7.73
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OTHER CAN SERVICES

EXTRA CAN (32 OR 35 GAL)	PER PICKUP	\$ 6.28	\$ 6.76
EOW OFF WEEK	PER PICKUP	\$ 5.44	\$ 5.85
EXTRA BAG OR BOX	PER PICKUP	\$ 4.24	\$ 4.56
OVERWEIGHT CAN	PER PICKUP	\$ 2.54	\$ 2.73
OVERLOADED CAN	PER PICKUP	\$ 2.54	\$ 2.73
OVERSIZE CAN	PER PICKUP	\$ 2.54	\$ 2.73
SPECIAL TRIP-OFF DAY	PER PICKUP	\$ 20.00	\$ 20.00
ROLL CAN WALK/DRIVE-IN	PER MONTH	\$ 4.15	\$ 4.45
DRIVE-IN ADD'L 100 FT. INCREMENTS	PER MONTH	\$ 2.05	\$ 2.20
SERVICE RESUME/Can REDELIVERY	ONE TIME	\$ 25.00	\$ 25.00
COLLECTION FEES PAID TO 3RD PARTY COLLECTORS PASSED THROUGH IN FULL	ONE TIME		
RETURNED CHECK FEE (passed through in full)	ONE TIME	\$ 20.00	\$ 20.00

**HUDSON GARBAGE SERVICE
RATES EFFECTIVE JUNE 1, 2018
COLUMBIA COUNTY--RAINIER AREA**

RAINIER COUNTY

	RATE FREQUENCY	Current Rate	New Rate
<u>DROP BOX</u>			
20 YD DROPBOX - HAUL (\$300 COD)	PER PICKUP	\$ 185.71	\$ 200.00
30 YD DROPBOX - HAUL (\$350 COD)	PER PICKUP	\$ 216.67	\$ 233.00
40 YD DROPBOX - HAUL (\$375 COD)	PER PICKUP	\$ 258.83	\$ 279.00
DAILY RENTAL (AFTER 1 WEEK W/NO DUMP)	PER PICKUP	\$ 7.43	\$ 8.00
20 YARD DEPOSIT DUE ON/PRIOR TO DELIVERY	PER PICKUP	\$ 300.00	\$ 300.00
30 YARD DEPOSIT DUE ON/PRIOR TO DELIVERY	PER PICKUP	\$ 350.00	\$ 350.00
40 YARD DEPOSIT DUE ON/PRIOR TO DELIVERY	PER PICKUP	\$ 375.00	\$ 375.00
DISPOSAL FEE PASSED THROUGH with 5% FRANCHISE FEE	PER PICKUP	\$ 93.45	\$ 93.45
<u>COMMERCIAL</u>			
Temporary 2 Yard Container	PER PICKUP	\$ 72.00	\$ 77.47
Container Overload	PER YARD	\$ 15.53	\$ 16.71
Container Extra Yards	PER YARD	\$ 15.53	\$ 16.71
Return Trip Charge - Business	PER PICKUP	\$ 20.00	\$ 20.00
Walk-In - Business	PER MONTH	\$ 4.15	\$ 4.45
<u>OTHER RATES</u>			
TIRE under 16" no/rim	PER PICKUP	\$ 6.59	\$ 7.09
TIRE under 16" w/rim	PER PICKUP	\$ 15.76	\$ 16.96
BATTERY	PER PICKUP	\$ 6.59	\$ 7.09
HOT WATER HEATER	PER PICKUP	\$ 35.45	\$ 38.14
SM MATTRESS	PER PICKUP	\$ 11.62	\$ 12.50
M/LG MATTRESS	PER PICKUP	\$ 17.37	\$ 18.69
SM FURNITURE	PER PICKUP	\$ 14.94	\$ 16.08
M/LG FURNITURE	PER PICKUP	\$ 31.07	\$ 33.43
SM APPLIANCE*	PER PICKUP	\$ 15.20	\$ 16.36
M/LG APPLIANCE*	PER PICKUP	\$ 31.31	\$ 33.69
<u>WEEKLY COMMERCIAL CAN SERVICE</u>			
1 32 Gallon Can Weekly Business	PER MONTH	\$ 21.86	\$ 23.52
2 32 Gallon Cans Weekly Business	PER MONTH	\$ 36.93	\$ 39.74
3 32 Gallon Cans Weekly Business	PER MONTH	\$ 54.03	\$ 58.14
4 32 Gallon Cans Weekly Business	PER MONTH	\$ 69.60	\$ 74.89
95 Gallon Cart Every Other Week Recycle Business	PER MONTH	\$ 7.18	\$ 7.73
<u>EVERY-OTHER-WEEK COMMERCIAL CAN SERVICE</u>			
1 Can Every Other Week--Business	PER MONTH	\$ 17.64	\$ 18.98
2 Cans Every Other Week--Business	PER MONTH	\$ 21.87	\$ 23.53
<u>OTHER COMMERCIAL CAN SERVICE</u>			
Overfill/Overweight Can Business	PER PICKUP	\$ 2.54	\$ 2.73
Oversize Can Business	PER PICKUP	\$ 2.54	\$ 2.73

**HUDSON GARBAGE SERVICE
RATES EFFECTIVE JUNE 1, 2018
COLUMBIA COUNTY--RAINIER AREA**

RAINIER COUNTY

	RATE FREQUENCY	Current Rate	New Rate
<u>CONTAINER SERVICE</u>			
1 Yard Container Weekly Service = 6.3 32 gal cans	PER MONTH	\$ 110.56	\$ 118.96
1 Yard Every Other Week Service	PER MONTH	\$ 75.97	\$ 81.74
1YD OPU (not offered to new customers)	PER PICKUP	\$ 28.17	\$ 30.31
1.5 Yard Container Weekly Service = 9.4 32 gal cans	PER MONTH	\$ 153.34	\$ 164.99
1.5 Yard 3x Weekly Service	PER MONTH	\$ 510.92	\$ 549.75
1.5 Yard Every Other Week Service	PER MONTH	\$ 105.21	\$ 113.21
1.5YD OPU (not offered to new customers)	PER PICKUP	\$ 36.93	\$ 39.74
2 Yard Container Weekly Service = 12.6 32 gal cans	PER MONTH	\$ 210.36	\$ 226.35
2 Yard Container 2x Weekly Service	PER MONTH	\$ 285.83	\$ 307.55
2 Yard Every Other Week Service	PER MONTH	\$ 144.40	\$ 155.37
3 Yard Container Weekly Service = 18.9 32 gal cans	PER MONTH	\$ 306.68	\$ 329.99
3 Yard Container 2x Weekly Service	PER MONTH	\$ 542.94	\$ 584.20
3YD 3XPW	PER MONTH	\$ 798.74	\$ 859.44
3YD 4XPW	PER MONTH	\$ 1,007.28	\$ 1,083.83
3YD 5XPW	PER MONTH	\$ 1,240.92	\$ 1,335.23
4 Yard Container Weekly Service	PER MONTH	\$ 397.35	\$ 427.55
4 Yard Every Other Week Service	PER MONTH	\$ 207.61	\$ 223.39
6 Yard Container Weekly Service	PER MONTH	\$ 566.61	\$ 609.67

**CLATSKANIE DISPOSAL SERVICE
RATES EFFECTIVE JUNE 1, 2018
COLUMBIA COUNTY--CLATSKANIE AREA**

CLATSKANIE COUNTY

	RATE FREQUENCY	Current Rate	New Rate
<u>RESIDENTIAL</u>			
<u>WEEKLY SERVICE</u>			
1 32 Gallon Can Weekly	PER MONTH	\$ 33.38	\$ 35.92
2 32 Gallon Cans Weekly	PER MONTH	\$ 56.86	\$ 61.18
3 32 Gallon Cans Weekly	PER MONTH	\$ 81.02	\$ 87.18
4 32 Gallon Cans Weekly	PER MONTH	\$ 105.25	\$ 113.25
5 32 Gallon Cans Weekly	PER MONTH	\$ 129.47	\$ 139.31
<u>EVERY-OTHER-WEEK SERVICE</u>			
1 32 Gallon Can Every Other Week	PER MONTH	\$ 21.14	\$ 22.75
2 32 Gallon Cans Every Other Week	PER MONTH	\$ 33.96	\$ 36.54
3 32 Gallon Cans Every Other Week	PER MONTH	\$ 46.80	\$ 50.36
<u>MONTHLY SERVICE</u>			
32 gallon 1x Monthly	PER MONTH	\$ 10.50	\$ 11.30
2 32 gallon 1x Monthly	PER MONTH	\$ 18.61	\$ 20.02
3 32 gallon 1x Monthly	PER MONTH	\$ 26.70	\$ 28.73
4 32 gallon 1x Monthly	PER MONTH	\$ 33.31	\$ 35.84
<u>ON-CALL SERVICE</u>			
32 Gallon On Call Pickup	PER PICKUP	\$ 10.50	\$ 11.30
2 32 Gallon On Call Pickup	PER PICKUP	\$ 18.61	\$ 20.02
3 32 Gallon On Call Pickup	PER PICKUP	\$ 26.70	\$ 28.73
4 32 Gallon On Call Pickup	PER PICKUP	\$ 34.75	\$ 37.39
<u>RECYCLE/GREENWASTE RATES</u>			
RECYCLE SERVICE ONLY	PER MONTH	\$ 9.98	\$ 10.74
<u>OTHER CAN SERVICES</u>			
EXTRA CAN (32 OR 35 GAL)	PER PICKUP	\$ 8.08	\$ 8.69
EOW OFF WEEK	PER PICKUP	\$ 10.50	\$ 11.30
EXTRA BAG OR BOX	PER PICKUP	\$ 5.10	\$ 5.49
OVERWEIGHT CAN	PER PICKUP	\$ 3.04	\$ 3.27
OVERLOADED CAN	PER PICKUP	\$ 3.04	\$ 3.27
OVERSIZE CAN	PER PICKUP	\$ 3.04	\$ 3.27
SPECIAL TRIP-OFF DAY	PER PICKUP	\$ 20.00	\$ 20.00
ROLL CAN WALK/DRIVE-IN	PER MONTH	\$ 4.70	\$ 5.05
DRIVE-IN ADDI'L 100 FT. INCREMENTS	PER MONTH	\$ 2.35	\$ 2.55
SERVICE RESUME/Can REDELIVERY	ONE TIME	\$ 25.00	\$ 25.00
COLLECTION FEES PAID TO 3RD PARTY COLLECTORS PASSED THROUGH IN FULL	ONE TIME		
RETURNED CHECK FEE (passed through in full)	ONE TIME	\$ 20.00	\$ 20.00
<u>DROP BOX</u>			
20 or 30 YD DROP BOX - HAUL (\$414 COD)	PER PICKUP	\$ 349.37	\$ 376.00
40 YD DROPBOX - HAUL (\$450 COD)	PER PICKUP	\$ 368.10	\$ 396.00
DAILY RENTAL (AFTER 1 WEEK W/NO DUMP)	PER PICKUP	\$ 8.34	\$ 9.00
DISPOSAL FEE PASSED THROUGH with 5% FRANCHISE FEE	PER PICKUP	\$ 93.45	\$ 93.45

**CLATSKANIE DISPOSAL SERVICE
RATES EFFECTIVE JUNE 1, 2018
COLUMBIA COUNTY--CLATSKANIE AREA**

CLATSKANIE COUNTY

	RATE FREQUENCY	Current Rate	New Rate
<u>COMMERCIAL</u>			
TEMP 2YD CONT	PER PICKUP	\$ 85.62	\$ 92.13
XTRA PER DAY	PER DAY	\$ 2.78	\$ 2.99
CONTAINER OVERLOAD	PER PICKUP	\$ 17.85	\$ 19.21
CONTAINER PER/EXTRA YD	PER PICKUP	\$ 17.85	\$ 19.21
<u>OTHER RATES</u>			
TIRE under 16" no/rim	PER PICKUP	\$ 7.00	\$ 7.53
TIRE under 16" w/rim	PER PICKUP	\$ 16.72	\$ 17.99
BATTERY	PER PICKUP	\$ 7.00	\$ 7.53
HOT WATER HEATER	PER PICKUP	\$ 37.41	\$ 40.25
SM MATTRESS	PER PICKUP	\$ 12.29	\$ 13.22
M/LG MATTRESS	PER PICKUP	\$ 22.75	\$ 24.48
SM FURNITURE	PER PICKUP	\$ 17.75	\$ 19.10
M/LG FURNITURE	PER PICKUP	\$ 37.02	\$ 39.83
SM APPLIANCE*	PER PICKUP	\$ 18.16	\$ 19.54
M/LG APPLIANCE*	PER PICKUP	\$ 37.41	\$ 40.25
<u>WEEKLY COMMERCIAL CAN SERVICE W/RECYCLING</u>			
1 32 Gallon Can Weekly Business	PER MONTH	\$ 33.38	\$ 35.92
<u>EVERY-OTHER-WEEK COMM CAN SVC W/RECYCLING</u>			
1 Can Every Other Week--Business	PER MONTH	\$ 21.14	\$ 22.75
<u>OTHER COMMERCIAL CAN SERVICE</u>			
32 gallon 1x Monthly Business	PER MONTH	\$ 10.50	\$ 11.30
32 Gallon On Call Pickup Business	PER MONTH	\$ 10.50	\$ 11.30
Overfill/Overweight Can Business	PER PICKUP	\$ 3.04	\$ 3.27
Commercial Recycling Service	PER MONTH	\$ 5.30	\$ 5.70
<u>CONTAINER SERVICE W/ RECYCLING</u>			
1 Yard Container Weekly Service = 6.3 32 gal cans	PER MONTH	\$ 188.34	\$ 202.65
1 Yard Every Other Week Service	PER MONTH	\$ 103.01	\$ 110.84
1YD OAM (not offered to new customers)	PER MONTH	\$ 51.49	\$ 55.40
1Yard On Call Pickup (not offered to new customers)	PER PICKUP	\$ 45.39	\$ 48.84
1.5 Yard Container Weekly Service = 6.3 32 gal cans	PER MONTH	\$ 270.62	\$ 291.19
1.5 Yard Every Other Week Service	PER MONTH	\$ 144.88	\$ 155.89
2 Yard Container Weekly Service = 12.6 32 gal cans	PER MONTH	\$ 353.91	\$ 380.81
*Each additional	PER MONTH	\$ 327.03	\$ 351.88
2 Yard Container 2x Weekly Service	PER MONTH	\$ 707.80	\$ 761.59
2 Yard Every Other Week Service	PER MONTH	\$ 187.99	\$ 202.28
2YD OAM (not offered to new customers)	PER MONTH	\$ 91.84	\$ 98.82
2YD OPU (not offered to new customers)	PER PICKUP	\$ 86.66	\$ 93.25
4 Yard Container 1x Weekly Service	PER MONTH	\$ 621.67	\$ 668.92

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.

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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: _____

Date: _____

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.

SUMMERILL

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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SUMMERILL

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

April 17, 2018

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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 in 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.

SUMMERILL

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

April 17, 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)
April 17, 2018
Page 5


- 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: _____

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

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.

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- 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.
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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.

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CONTRACTOR:

THE SUMMERILL LAW FIRM, PLLC

By: _____

Name: _____

Date: _____

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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- 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 in 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

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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: _____

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

CONTINGENT FEE CONTRACT**WITNESSETH:**

WHEREAS, COUNTY, OREGON (“CLIENT”) wishes to determine the feasibility of CLIENT bringing an action against the manufacturers, distributors, providers, and/or others responsible for the sale, marketing, and distribution of opioids, opiates, and similar pharmaceutical drugs for damages to the CLIENT arising out of aggressive marketing and distribution of said drugs; and

WHEREAS, the CLIENT understands based upon the pendency of similar litigation pending in the United States that the CLIENT may have various viable causes of action under state and/or federal law for its damages; and

WHEREAS, the CLIENT wishes to retain outside counsel to investigate and, if appropriate, commence litigation for CLIENT’s damages, with all work to be performed on a contingency fee basis and without the CLIENT advancing costs and expenses for such litigation; and

WHEREAS, the CLIENT has decided that it wishes to engage D’AMORE LAW, WHALEY LAW FIRM, and LAW OFFICE OF THOMAS L. YOUNG (collectively, “Attorneys”), to investigate the viability of and if appropriate prosecute an action against such manufacturers;

NOW THEREFORE, in consideration of the covenants, promises, and consent herein contained, the parties agree as follows; and

1. Attorneys, for the consideration herein provided, agree to represent the CLIENT in connection with investigating and if appropriate bringing an action for CLIENT’s damages. At a minimum Attorneys shall provide the following services: work with CLIENT’s personnel to determine the costs that the CLIENT has incurred as a result of the over-prescription of opioids;

determine the viable causes of action available to the CLIENT; and determine which if any potential defendants that should be targeted in a lawsuit. Attorneys will, on behalf of the CLIENT, bring a lawsuit against those parties identified by Attorneys, subject to approval of CLIENT. At all times throughout the pendency of the investigation and, if appropriate, litigation, CLIENT shall supervise and control all aspects of work done by Attorneys and have the authority to override any decision made by Attorneys, including but not limited to whether or not to sue, which causes of actions to advance, and which defendants to sue.

2. This Agreement shall cover the period from MAY, 2018 until the termination of the litigation or termination of the legal services rendered hereunder, whichever is sooner. This Agreement may be terminated by the CLIENT upon at least 10-days' notice, and in the event of such termination, neither party shall have any further rights against the other, except that in the event of a recovery by the CLIENT against the defendants subsequent to termination, Attorneys shall have rights in the nature of *quantum meruit* to recover fees, costs and expenses reasonably allocable to its work prior to termination. In the event of termination of this Agreement for any reason, Attorneys shall immediately return to the CLIENT all materials and documents of every kind and nature, including but not limited to the CLIENT's documents, data, information and computer disks, relating to this Agreement and the above-mentioned matter.

3. a. There is no fee for this representation unless a monetary recovery acceptable to the CLIENT is obtained by Attorneys in favor of the CLIENT, whether by suit, settlement, or otherwise. Attorneys agree to advance all costs associated with prosecuting the litigation. Subject to paragraph 3 (b), below, and in consideration of the legal services to be rendered by Attorneys, the CLIENT agrees that the maximum contingent attorneys' fees for this representation shall be as follows:

- i. 25% of pre-complaint recovery;

- ii. 25% after filing of complaint;
- iii. 25% of recovery after commencement of trial

Upon the application of the applicable fee percentage to the gross amount recovered, and that dollar amount set aside as attorneys' fees to Attorneys, the amount remaining shall first be reduced by the costs and disbursements that have been advanced by Attorneys, and that amount shall be remitted to Attorneys. By way of example only, if the litigation is settled after rulings on motions to dismiss (section 3 (a) (ii), above) for the gross amount of \$1,000,000.00, and the approved costs and disbursements are \$100,000.00, then the fee to Attorneys shall be \$250,000, the costs amount of \$100,000 shall be deducted from the balance, and the net recovery to the CLIENT shall be \$650,000. The costs and disbursements which may be deducted from a monetary recovery acceptable to the CLIENT that is obtained by Attorneys include and are not limited to the following, without limitation: court fees, process server fees, transcripts fees, expert witness fees, courier service fees, appellate printing fees, necessary travel expenses of attorneys to attend depositions, interview witnesses and the like, and other appropriate out-of-pocket expenses, as determined in the reasonable discretion of the CLIENT. In the event that any settlement, final judgment, or other resolution of the action results in a monetary recovery to the CLIENT that is less than the amount of the costs incurred and/or disbursements made by Attorneys, the CLIENT shall not be required to pay Attorneys any more than the sum of the full monetary recovery.

b. No monies shall be paid to Attorneys for any work performed, costs incurred or disbursements made by Attorneys in the event no monetary recovery to the CLIENT has been obtained by Attorneys. In the event of a loss at trial due to an adverse jury verdict or a dismissal of the lawsuit by the court, no monies shall be paid to the Attorneys for any work performed,

costs incurred or disbursements made by the Attorneys. In such an event, neither party shall have any further rights against the other.

4. Attorneys may, at their own expense, and from the contingent fee interest stated herein, use or associate other attorneys in the representation of the aforesaid claims of CLIENT. CLIENT understands that any one or more of those attorneys with the Attorneys, may work on CLIENT's case, and CLIENT agrees that no particular attorney is undertaking the representation of CLIENT by virtue of this Agreement. CLIENT further understands that in such an instance, the "attorneys" will share any fees that may be generated in this matter and the CLIENT will be advised of the fee division prior to any final distribution, as required.

5. Attorneys shall report to and keep the CLIENT fully and currently informed as to its activities under this Agreement at least monthly and more often if requested by the CLIENT.

6. It is expressly agreed that Attorneys' status hereunder is that of an independent contractor and the Attorneys shall not be considered an employee of the CLIENT for any purpose.

7. All professional work performed under this Agreement shall be performed by Attorneys in accordance with existing professional standards. Attorneys shall exert their best efforts and use their best judgment in review and analysis and preparation of opinions and memoranda and representation in such proceedings.

8. Attorneys shall not have the power to enter into any agreement binding the CLIENT or otherwise obligating the CLIENT without the prior written approval of the CLIENT. This includes the authority of the CLIENT to accept or reject any final settlement amount after receiving advice of Attorneys.

9. Attorneys have advised CLIENT and CLIENT acknowledges and is aware that Attorneys either represent or will represent other parties, including other governmental entities,

in connection with similar or related claims. Attorneys have advised and CLIENT acknowledges that potential conflicts of interest could arise. Attorneys shall have an ongoing obligation to disclose to CLIENT the existence of any such adverse interests whether existing or potential so long as Attorneys are retained on behalf of CLIENT. The determination as to when a conflict exists shall ultimately be made by CLIENT after full disclosure is obtained.

10. The parties to this Agreement hereby certify that, other than the funds provided in this Agreement and other valid agreements with the CLIENT, there is no known relationship within the third degree of consanguinity, life partner, or business, commercial, economic, or financial relationship between the parties, the signatories to this Agreement, and any partners, members, directors, or shareholders of any party to this Agreement.

11. Attorneys shall maintain lawyers' professional liability insurance with limits of not less than \$1,000,000 per claim. It is further expressly agreed that Attorneys shall hold the CLIENT harmless from any liability arising from any negligence, act or omission of Attorneys with respect to this Agreement or any terms thereof.

12. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to conflicts of law rules.

13. It is expressly agreed that this Agreement represents the entire agreement of the parties, that all previous understandings are merged in this Agreement, and that no modification of this Agreement shall be valid unless written and executed by both parties

14. It is expressly agreed that if any term or provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be

affected thereby; and every other term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

15. CLIENT acknowledges that it has carefully read and fully understands all of the provisions of this agreement, and that it has the capacity to enter into this agreement. Each party and the person signing on behalf of each party, represents that the person signing this agreement has the authority to execute this document and thereby bind the party hereto on whose behalf the person is signing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the latest date written below.

COUNTY OREGON

D'AMORE LAW GROUP



By:

By:

Date: 5-24-18

Date: _____

WHALEY LAW FIRM

LAW OFFICE OF THOMAS L. YOUNG

By:

By:

Date: _____

Date: _____

PUBLIC SERVICES CONTRACT
(ORS Chapter 279B)
by and between COLUMBIA COUNTY and CASELLE, INC

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 CASELLE, INC., hereinafter referred to as "Contractor," for an Enterprise Resource Planning (ERP) System.

WITNESSETH:

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

1. Effective Date. This Agreement is effective on the last date signed by the parties, below.
2. Contract Term. The Agreement shall be in effect for five (5) years from the effective date. Unless this Agreement is terminated pursuant to Section 17, below, this Agreement shall automatically renew for five (5) additional one (1) year terms.
3. Contractor's Services and Contract Documents. Contractor agrees to provide services consistent with this Agreement and the following documents, which together constitute the Contract Documents:
 - A. Contractor shall provide the services described in the Cost and Payment Schedule, which is attached hereto as Exhibit A and incorporated herein by this reference.
 - B. Request for Proposals (RFP), dated July 17, 2017, which is attached hereto as Exhibit B and incorporated herein by this reference.
 - C. Contractor shall provide services as described in Contractor's Proposal, dated August 14, 2017, which is attached hereto as Exhibit C-2 and incorporated herein by this reference, as revised by Contractor's Proposal, dated May 2, 2018, which are attached hereto as Exhibit C-1 and incorporated herein by this reference.
 - D. Contractor shall provide services in accordance with the Software Licensing Agreement, which is attached hereto as Exhibit D and incorporated herein by this reference.
 - E. Contractor shall provide services in accordance with the Software Maintenance and Support Agreement (Software Assurance), which is attached hereto as Exhibit E and incorporated herein by this reference.

In case of conflict between the Contract Documents, this Agreement shall control over all exhibits; Exhibit A shall control over Exhibits B, C, D, and E; Exhibit B shall control over Exhibits C, D and E; Exhibit D shall control over Exhibit C; Exhibit E shall control over Exhibit C.

4. Consideration. County shall pay Contractor on a fee-for-service basis in accordance with Exhibit A, Cost and Payment Schedule, for the services performed under this Agreement. Any annual increase in fees shall not exceed 5% per year after the initial term of the contract. 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 this Agreement.

5. Contract Representatives. Contract representatives for this Agreement shall be:

Jennifer Cuellar, Director Columbia County Department of Finance and Taxation 230 Strand St. St. Helens, OR 97051 (503) 397-7252 jennifer.cuellar@co.columbia.or.us	Alan Hutchings, President Caselle, Inc. 1656 S East Bay Blvd, Ste 100 Provo, UT 84606 801-850-5000 admin@caselle.com
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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. [ORS 279B.220 (1)]

(2) Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or any subcontractor incurred in the performance of this Agreement. [ORS 279B.220 (2)]

(3) Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished. [ORS 279B.220 (3)]

(4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. [ORS 279.220 (4)]

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. [ORS 279B.230 (1)]

C. Contractor shall pay employees at least time and a half pay for work the employees perform under this Agreement on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1)(b)(B) to (G) and for all time the employee works in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater. [ORS 279B.235 (5)(a)]

D. Contractor shall notify employees in writing, who work under 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. [ORS 279A.235 (5)(b)]

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. [ORS 279B.230 (2)]

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 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 Law Compliance Warranty and Covenant. As required by ORS 279B.045., Contractor represents and warrants that Contractor has complied with the tax laws of this state or a political subdivision 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 or a political subdivision 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.
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 County, except as provided in Contractor's Proposal. If using subcontractors, as approved by County, Contractor shall be responsible for all of its subcontractors' acts and omissions to the same extent as if the subcontractors were employees of Contractor.
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.
 - A. General Indemnification. Contractor shall indemnify, defend, save, and hold harmless 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 of 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 County, its officers, agents or employees.
 - B. Patents, Copyrights, and Proprietary Rights Indemnification. Without limiting the general indemnification, above, Contractor shall indemnify, defend, save and hold harmless County, its officers, agents, and employees, from any claim or suit brought against County arising from claims of violation of United States patents or copyrights resulting from the Contractor's or County's use of any equipment, technology, documentation, and/or data developed in connection with the services and products described in this Agreement. In the event County is required to pay monies

defending such claims, resulting from Contractor's lack of cooperation or success in representing County's interest, or in the event County is ordered to pay damages as a result of a judgment arising out of an infringement of patents and/or copyrights, Contractor agrees to fully reimburse County for all monies expended in connection with these matters. County retains the right to offset against any amounts owed Contractor any such monies expended by County in defending itself against such claims.

16. Insurance. For the duration of the Agreement, Contractor shall, at its own expense, purchase and maintain, and shall ensure that its subcontractors purchase and maintain, from a company or companies licensed to do business in the State of Oregon, the following insurance with limits not less than those indicated, or greater if required by law:
 - A. Workers' Compensation and employer's liability insurance meeting statutory limits mandated by state and federal laws. Employer's liability insurance with coverage limits of not less than \$500,000 must be included.
 - B. Commercial General Liability Insurance covering bodily injury, death, and property damage in the amount of \$2,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence). This insurance shall include personal injury liability, products and completed operations.
 - C. Errors and omissions insurance with a limit of not less than \$2,000,000.
 - D. Cyber liability insurance in the amount of \$2,000,000 to cover network security, breach of data, and coverage for regulatory fines and fees imposed against County due to failures in products and services provided under this Contract. Cyber liability coverage must include errors, omissions, negligent acts, denial of service, media liability (including software copyright), dishonesty, fraudulent or criminal acts by a person or persons whether identified or not, intellectual property infringement, computer system attacks, unauthorized access and use of computer system, regulatory actions, and contractual liability.
 - E. The contractor or its insurer must provide thirty (30) days' written notice to County before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).
 - F. Contractor shall provide for itself and its subcontractors, if any, certificate(s) of insurance for all required insurance before the contractor performs under the contract. With the exception of errors and omissions insurance, the certificate(s) shall be accompanied by an Additional Insured Endorsement naming Columbia County, its officers, agents and employees as additional insureds.
 - G. The insurance requirements herein supersede those in any attached exhibit.
17. Termination. This Agreement may be terminated at any time in whole or in part by mutual consent of both parties. County may terminate this Agreement, with or without cause, upon thirty (30) days advance written notice. Notice must be delivered by registered or certified mail, or in person, to the other party. County may also terminate this Agreement, effective upon delivery of written notice to Contractor, or at such later date as may be established by 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 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. Failure of Contractor to complete the project within the time stated herein, will be a material breach of the Agreement unless such failure is due to the failure of the County to provide information or permit approvals in a timely manner which causes delay in the Contractor's performance.
- 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. Confidential Information.
 - A. Access and Protection. Contractor understands that in performing this Agreement, Contractor will have access to and possession of confidential information. Furthermore, Contractor will have access to County information that is exempt or not subject to disclosure under Oregon Public Records Laws. Such information shall be considered confidential information for purposes of this Agreement. Contractor, and each of its officers, employees, and agents shall, subject to the applicable County, State, and Federal Government laws and regulations, maintain all confidential information in the strictest confidence and will not at any time use, publish, reproduce or disclose any confidential information, except as authorized in writing by County, or to perform its obligations as authorized in this Agreement. Contractor shall take all steps necessary to safeguard the confidential information against unauthorized disclosure, reproduction, publication, or use, and to satisfy its obligations under this Agreement. Such obligations shall survive the termination or expiration of this Agreement.
 - B. Security Requirements. Contractor and its officers, employees, subcontractors, and agents shall at all times comply with all County security standards, practices, and procedures with respect to information and materials that come into Contractor's

possession and to which Contractor gains access under this Agreement.

- C. Return. Contractor shall promptly return to County, upon its request, all of County's confidential information.
 - D. Injunctive Relief. Contractor will immediately report to County any and all unauthorized disclosure or use of County's confidential information of which it or its staff is aware or has knowledge. Contractor acknowledges that any publication or disclosure of County's confidential information to others may cause immediate and irreparable harm to County and, if Contractor should publish or disclose County's confidential information to others, or threaten to publish or disclose County's confidential information, County shall immediately be entitled to injunctive relief. County shall be entitled to such injunctive relief without having to pursue its other remedies herein, including Termination and Dispute Resolution.
 - E. Non-disclosure of Other County Information. The use or disclosure by Contractor of any County information not necessary for, nor directly connected with, the performance of this Agreement is prohibited, except upon the express written consent of County.
 - F. Documentation. Contractor shall maintain up-to-date documentation indicating compliance with County security and confidentiality requirements governing data use and access.
 - G. Subpoena. In the event that a subpoena or other legal process in any way concerning County's confidential information is served upon Contractor, then Contractor agrees to notify County in the most expeditious fashion possible following receipt of such subpoena or other legal process and to cooperate with County, at County's expense, in any lawful effort by County to contest the legal validity of such subpoena or other legal process.
21. Electronic Data.
- A. County Data. County reserves all right, title and interest in any and all electronic data, regardless of where the data is stored, which County has transferred to Contractor or entered into Contractor's system, including electronic data that has resulted from the conversion of County's original data. County retains the right to use Contractor's services to access and retrieve County's data stored on Contractor's infrastructure at County's sole discretion.
 - B. Data Location. Contractor shall provide its services to the County and its end users solely from data centers in the United States. Storage of County data at rest shall be located solely in the United States. Contractor shall not allow its personnel or subcontractors to store County data on portable devices, including personal computers, except for devices that are used and kept only at its United States data centers. Contractor shall permit its personnel and subcontractors to access County data remotely only as required to provide technical support.
 - C. Transition. Upon termination or expiration of this Agreement, Contractor shall in a timely manner make available to County all of County's data that is in Contractor's possession. Contractor shall cooperate with County and assist in the transfer and conversion of County's data to an accessible, vendor-neutral electronic format that County specifies. If County has a replacement service provider, Contractor agrees to

assist with a timely transition to the new service provider. Except in the event of a termination for cause, County shall reimburse Contractor for reasonable transition services in accordance with the rates set forth in this Agreement. In the event of a termination for cause, Contractor shall provide at no cost to County reasonable transition and termination services, including but not limited to necessary extraction and conversions services required for import of data into new service provider's system. Contractor will continue to allow County to access software for 90 days following termination to ensure successful transition to new system.

D. Loss or Compromise of Data. Contractor shall immediately notify County in writing of any use or disclosure of County data not authorized by this Agreement, including any reasonable belief that an unauthorized individual has accessed County data. Contractor's notice shall identify the nature of the breach and what the Contractor has done or will do to mitigate the effect of the unauthorized use or disclosure. Furthermore, Contractor agrees to investigate the breach and cooperate with County's investigation, if any. Contractor shall perform a root cause analysis of the breach and submit such analysis to County. Contractor shall be responsible for all costs incurred as a result of the unauthorized use or disclosure of County data due to any act, error or omission, negligence, misconduct or breach on the part of Contractor. In addition to the foregoing, the following applies:

(1) Personally Identifiable Information (PII) and Personal Health Information (PHI). Contractor shall notify County as soon as practicable but no later than 24 hours of becoming aware of any unauthorized use or disclosure of PII or PHI. Contractor shall comply with all County, State, and Federal Government laws and regulations regarding the protection of PII and PHI.

(2) PCI Compliance. Contractor shall adhere to the Payment Card Industry (PCI) Data Security Standards for processing, transmitting, storing or otherwise affecting the security of credit/debit cardholder data and shall not require use of devices and/or systems which could result in enhanced PCI security requirements for the County's network. Contractor is responsible for the security of cardholder data in its possession. The data may only be used to assist County or for other uses specifically authorized by law. Contractor is responsible for all costs incurred as a result of a breach in cardholder data. Costs include but are not limited to fines/fees for non-compliance, card reissuance, credit monitoring, and any costs associated with card association, PCI approved third party, or County initiated security review. Contractor must provide County with an annual documentation of compliance with the PCI Data Security Standard.

E. The provisions of this section survive the termination or expiration of this Agreement.

22. System Acceptance. For purposes of acceptance of the system (or portions thereof), County intends to use a two-staged acceptance procedure for each phase and for the entire project. Key points include:

A. Conditional Acceptance. Conditional Acceptance will occur prior to going live. County will have up to 45 days to test the system before going live.

B. Final Acceptance. County will have a 90-day period after go-live to "live test" the system. Live testing is County's opportunity to verify that the system complies with

the functional requirements and any other written specifications delivered to County by Contractor during the course of the project and that all project requirements are satisfied. If after the live testing, the system performs in accordance with the system specifications, County will issue "Final Acceptance." The 90-day period for Final Acceptance shall be extended if problems are found in the live test. Specifically, the 90-day period will pause when a problem is documented and resume when it is fixed. County, at its sole discretion, shall determine whether all conditions for Final Acceptance have been met.

23. Mandatory Updates. Contractor shall provide at no cost to County any updates that are mandated by changes to State or Federal law, rule or regulation.
24. Warranty.
 - A. Contractor represents and warrants that it has the right to grant the licenses set forth under this Agreement. Contractor further represents and warrants that it has good and marketable title to the software and any equipment sold hereunder free and clear from all liens, encumbrances, and claims of infringement of patent, copyright, trade secret or other proprietary rights of third parties. Contractor further represents and warrants that neither the software in the form delivered by Contractor to County, nor any modifications, enhancements, updates or upgrades thereto, nor the normal use by County, will infringe on any patent, copyright, trademark, trade secret or other proprietary right of any third party.
 - B. In the event that any third party makes a claim or files a lawsuit challenging County's right to use the software or equipment, Contractor shall defend and indemnify County and hold it harmless for any and all losses, liabilities, judgments, damages, awards and costs (including legal fees and expenses) arising out of the claim or lawsuit, and for any monies paid in settlement. In resolving any such infringement claim, Contractor shall, in its reasonable discretion, either procure a license to enable County to continue to use the software or develop or obtain a non-infringing substitute acceptable to the County at Contractor's cost.
 - C. Contractor represents and warrants that the software and related products described with this Agreement will perform in accordance with all documentation, Contract Documents, Contractor marketing literature, and any other communication attached to or referenced in this Agreement.
 - D. Contractor represents and warrants that the software and related products, including all modifications contracted under the terms of this Agreement, will meet the requirements of the County as set forth in the Contract Documents.
 - E. County has presented detailed specifications of the particular purpose for which the system is intended and provided descriptions and criteria for how the system can accomplish the particular purpose. Accordingly, Contractor understands the particular purpose for which the system is required and acknowledges that County is relying on Contractor's experience and knowledge of the system to identify those components which are most suitable and appropriate. Contractor therefore warrants that the system and all products included in this Agreement are fit for the purposes for which they are intended as described in the Contract Documents.
 - F. Contractor represents and warrants that all products provided under this Agreement are compatible with and certified for use and operation in County's operating environment.

25. Disaster Recovery/Business Continuity. Throughout the term of this Agreement and at all times in connection with its actual or required performance of the services under this Agreement, Contractor shall maintain a Business Continuity and Disaster Recovery Plan and implement such plan in the event of any unplanned interruption of hosted services. Contractor will actively test, review and update the plan on at least an annual basis using industry best practices as guidance. Contractor will provide County with copies of all such updates to the plan within fifteen (15) days of its adoption by Contractor.
26. Key Personnel. The County expects consistency and quality of Contractor's staffing for the services provided under this Agreement. Contractor therefore agrees, as follows:
- A. The County may interview and approve key personnel proposed by Contractor. Contractor shall maintain the same key personnel throughout the term of this Agreement, except for changes as a result of the County's request for removal, or the death, disability, resignation or termination of such personnel or other circumstances outside of Contractor's reasonable control.
 - B. Upon the reasonable request of the County, Contractor agrees to promptly replace any key personnel of Contractor.
27. Effect of Contractor Bankruptcy. All rights and licenses granted by Contractor under this Agreement are and shall be deemed to be rights and licenses to "intellectual property," and the subject matter of this Agreement is and shall be deemed to be "embodiments" of "intellectual property" for the purposes of and as such terms are used in and interpreted under section 365(n) of the United States Bankruptcy Code (the "Code") (11 U.S.C. § 365(n) (2010)). County has the right to exercise all rights and elections under the Code and all other applicable bankruptcy, insolvency and similar laws with respect to this Agreement. Without limiting the generality of the foregoing, if Contractor or its estate becomes subject to any bankruptcy or similar proceeding, subject to the County's rights of election, all rights and licenses granted to the County under this Agreement will continue subject to the respective terms and conditions of this Agreement, and will not be affected, even by Contractor's rejection of this Agreement.
28. 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 or any permitted arbitration. The parties agree to exercise their best efforts in good faith to resolve all disputes in mediation.
29. Choice of Law. This Agreement shall be governed by the laws of the State of Oregon.
30. 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.
31. 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.
32. 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.

33. 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.
34. 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:

By: 

Name: Alan S. Hutchings, President

Date: 05-25-2018

OWNER:

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____
Margaret Magruder, Chair

By: _____
Henry Heimuller, Commissioner

By: _____
Alex Tardif, Commissioner

Date: _____

Approved as to form

By: _____
Office of County Counsel



EXHIBIT A

Cost and Payment Schedule

Columbia County, OR

Total Software License	\$95,250	
Special Consideration Discount	<14,288>	
	<hr/>	
Net Software License		\$80,962
Total Training	25,000	
Training Discount	<5,000>	
	<hr/>	
Net Software License		20,000
Total Setup		15,400
Total Conversion		27,500
		<hr/>
Total Investment		\$143,862
		<hr/> <hr/>

A deposit of 50% of the total proposal price is required with order. The remaining balance will be due upon completion of training.

Software Assurance will be \$2,344.00 per month.
If paid annually, a 5% discount will be applied.

Caselle® Cost and Payment Schedule
Columbia County, OR
May 2, 2018

Proposal Detail

<i>Caselle® Application Software</i>	License Fees	On-site Training	Setup	Conversion	Total
General Ledger	\$5,500	\$4,000	\$700	\$5,000	\$15,200
Budgeting	Incl. w/GL	Included	-	-	-
Bank Reconciliation	Incl. w/GL	Included	-	3,000	3,000
Caselle Advantage Budgeting	5,000	6,000	2,750		13,750
Excel Designer	3,000	2,000	2,250		7,250
Reporting	3,000	2,000	2,250		7,250
miExcel GL	500	Included	500	-	1,000
Accounts Payable	5,500	1,000	500	16,000	23,000
Purchases & Requisitions	2,700	1,000	-	-	3,700
Accounts Receivable	5,500	2,000	500	3,000	11,000
Cash Receipting	4,500	1,000	500	-	6,000
Online/Electronic Payments	2,250	1,000	2,250	-	5,500
Asset Management	3,300	1,000	500	500	5,300
Project Accounting	4,500	4,000	500	-	9,000
Caselle Document Management	-	Included	2,000	-	2,000
Test Environment	-	-	200	-	200
Unlimited Concurrent User Licenses	50,000	-	-	-	50,000
Sub Total	\$95,250	\$25,000	\$15,400	\$27,500	\$163,150
Special Consideration Discount	(14,288)	-	-	-	(14,288)
Training discount	-	(5,000)	-	-	(5,000)
Grand Total	\$80,962	\$20,000	\$15,400	\$27,500	\$143,862

Notes:

1. The monthly credit card and electronic payment transaction fees will be billed by Xpress Bill Pay.
2. The subscription based Caselle Document Management includes: Full Text Search, Encryption, Drag and Drop, Role-Based Security, Versioning, Document Retention, Audit Trail, OCR (10,000 pages/month), five (5) Concurrent User Licenses, five (5) Advanced Workflow Licenses and the Caselle Integration.
3. Any customization for integration or interfaces with existing systems will require a separate proposal with estimated costs and scope of work agreement. Customization will be billed at a rate of \$125 an hour.



Caselle® Cost and Payment Schedule
 Columbia County, OR
 May 2, 2018

Software Assurance and Additional Items

Monthly	Annually	Annual with 5% Discount
\$2,344	\$28,128	\$26,722

Monthly Software Assurance	\$2,658
Test Environment	100
Sub Total	\$2,758
Special Consideration Discount	(414)
Monthly Total	\$2,344

<i>Additional Item or Services</i>	Setup	Hourly
Additional PO form (each)	\$100	-
Additional Accounts Receivable forms (each)	100	-
Conversion Services	-	\$100
Onsite Implementation Services	-	100
General Consulting Services	-	100
Customizations for integrations or interfaces	-	125
Travel Costs (Air fare, Hotel cost, Car rental, etc.) - actuals	-	-
Travel Costs – (Meals - \$40/per day per diem	-	-



Caselle® Cost and Payment Schedule
Columbia County, OR
May 2, 2018

On-site Training

Training Travel Expenses not to exceed – **\$7,000**

Travel expenses will be invoiced when training is complete and include actual airfare, hotel, and car expenses, plus Caselle's food per diem of \$40.00. These are not included in the total proposal price.

On-site Training Requirements

In order to receive the full benefit and value of our software products, it is imperative that the on-site training be conducted in an organized, professional and uninterrupted manner. To insure this, Caselle Inc. requires the following conditions:

- Training class size will be limited to the number of workstations available in the training area.
- Each training area will have one workstation for each student and one workstation for the instructor or data conversion specialist. Each training workstation must have access to a common network.
- Each training room must have a dedicated printer networked to all the training workstations.
- Training rooms must be set up and completely functional before the first day of training.
- Training rooms should provide an education environment and be free from interruptions or distractions for students. Equipment such as a whiteboard or easel, three-hole punch, and stapler should be available in the training room.
- Key personnel must be available before and after normal working hours to discuss data conversion issues, assist with implementation, or if a "live" run of Accounts Payable, Utility Billing or Payroll etc., is to be done.

Caselle will be in contact with the customer prior to scheduling the training to insure the above conditions can be met. If delays result from the above conditions not being met during on-site training, additional training fees may apply.

REQUEST FOR PROPOSALS

for an Enterprise Resource Planning (ERP) System
at Columbia County, Oregon

Proposals due August 14, 2017 by 5pm

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 July 17, 2017

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SECTION I INVITATION TO SUBMIT PROPOSALS

Columbia County, Oregon (County) is requesting Proposals from qualified vendors to provide an Enterprise Resource Planning (ERP) System to be used county-wide. The County seeks to offer a single contract to the Proposer who submits the best Proposal in compliance with this Request for Proposals (RFP). However, if a third-party solution is recommended with the chosen vendor, this must be clearly established in the Proposal and conveyed as instructed.

This RFP is being issued under the authority of the Columbia County Board of County Commissioners. The Columbia County Finance Director and Treasurer, Jennifer Cuellar, has been named as the project manager and will oversee all aspects of the project, subject to review by the Columbia County Board of County Commissioners.

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 it to meet public records disclosure requirements. Pricing information will not be considered confidential. 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 August 14, 2017. Proposals received after that time will not be accepted.

Proposals shall be delivered to Columbia County:

Columbia County Finance
230 Strand St.
St. Helens, OR 97051

Contacts:

RFP process:	LaVena Sullivan, Accounting Clerk lavena.sullivan@co.columbia.or.us
Project implementation:	Jennifer Cuellar, Finance Director and Treasurer jennifer.cuellar@co.columbia.or.us

SECTION II PROJECT INFORMATION

A. Scope of Work

Columbia County (County) is requesting Proposals from qualified vendors for an Enterprise Resource Planning (ERP) System that not only meets the requirements set forth in this RFP, but also is flexible and scalable in order to meet its future business and technology needs. The ability to integrate with other key County systems, especially for payroll/time keeping/HRIS systems, will be a critical feature. The County expects to enter into a five-year contract, renewable for five additional one-year terms, for the services.

The scope for the system functions includes:

- General Ledger, Chart of Accounts
- Point of Sale/Cashiering
- Accounts Receivable and Miscellaneous Billing
- Accounts Payable
- Cash Management
- Budgeting
- Capital Projects and Grants
- Purchasing, Procurement and Contracts
- Fixed Assets

Details on desired functionality in each of these areas as well as general system capabilities across these functional categories, technical/security requirements and reporting and analytics needs are found in Attachment B Functional Requirements.

The successful responder will provide a proven and established solution and include the following elements in its Proposal:

1. Software and Technical Integration
 - a. Software solution
 - b. System configuration and implementation
 - c. Interface development
 - d. Data conversion and ad hoc reports for historic data
 - e. Reporting and workflow set up
 - f. Testing
2. Project Support Services
 - a. Project management
 - b. Training
 - c. System documentation
3. Post go-live system support, upgrades and professional services

The selected contractor will be required to meet the highest standards prevalent in the software industry.

The County believes that a web-based interface (some level of cloud solution) will best serve its distributed environment as well as best position it for the future. The County is open to considering client-server solutions if the Proposer believes this is a better fit for the County. Proposers are welcome to propose both options.

B. Columbia County Information

Columbia County has a population of 50,000 in a semi-rural jurisdiction, located directly northwest of Multnomah County. The County's population is mid-sized for Oregon; its physical size of 688 square miles makes it among the smallest counties of the state. The County seat is St. Helens, 30 miles from Portland on the Columbia River.

The County has a decentralized operational and administrative structure (no County Administrator) with over a dozen departments overseen by Elected Officials (ex. County Sheriff or County Clerk) or appointed Department Heads reporting to the full time elected Board of Commissioners. The County Organizational Chart can be found in Attachment C.

County operations take place at multiple sites:

- St Helens: Courthouse, Justice Facility, Solid Waste Transfer Station, Public Works, Animal Shelter, Transit Center, Transition House, County Fair Grounds
- Clatskanie: North County Sheriff's Office, Public Works Shop
- Vernonia: Justice Court and Public Works Shop
- Scappoose: Public Works Shop

County and Finance Department Details:

- Total FY18 budget \$58.3 million in 18 funds including General Fund of \$20.8 million
- One business type fund: the solid waste transfer station FY18 \$4 million budget
- Three component units, including an urban renewal area, total FY18 budget of over \$3 million
- Over \$60 million in annual fiduciary fund activity, primarily property tax collections distributed to over 50 taxing districts
- Fiscal year July 1 – June 30
- Approximately 200 employees with four collective bargaining units
- FY18 year-end existing debt service includes \$1 million General Obligation bonds (will retire in FY18) and \$11 million in revenue bonds and other debt
- Federal awards vary: \$20 million in FY12, less than \$2 million in FY16. FEMA grants are the primary driver of these swings
- County has implemented the new federal 10% de minimis rate option
- Social services – public and mental health – carried out by partner non-profit organizations; County may need to play a more active role in public health activities going forward

Incumbent accounting software: Accela / Springbrook v. 7.09. Used over 20 years, last updated in 2010.

C. Project Objectives and Background

The County's decentralized operational and administrative structure is mirrored in its financial operations. Over the years, each department has developed independent approaches to all manner of basic financial operations. The highly collaborative disposition of County managers and staff has allowed the County to achieve a strong financial base despite the variety of business processes utilized to do so.

In addition, the Finance Department has focused on raising its professional services level through a stronger emphasis in professional development and setting the goal of meeting national standards in

local government financial operations. Five years ago, the County re-established issuing CAFR financials and has earned the GFOA financial reporting award each of those years. Next, Finance set its sights on the GFOA budget award. With the collaboration of departments across the agency, a more rigorous budget process was developed that since FY15 has produced a public budget document worthy of GFOA honors.

Wide spread support from the governing body to management to rank and file employees has been building for the implementation of an ERP system over the last several years. Only the limited financial and staffing resources of the recent recessionary years prevented the County from pursuing this project earlier. Now that the County is on the rebound, it is able to budget for an ERP investment.

A successful ERP implementation will

- reduce county-wide risk
- utilize technology to achieve business process efficiencies for staff and public
- facilitate sound governance and managerial decision making
- provide for on-going training, upgrades and future integrations

Project governance has been established in the ERP Project Charter, approved by the Board of Commissioners. While the Board retains ultimate authority over vendor selection, contract negotiation and implementation, it has delegated project governance, as summarized in the table below.

Role	Resource	Commitment
Project Sponsor/ Project Manager	Finance Director and Treasurer	Support project by securing resources, approving scope changes, provide strategic direction, assure project moving forward with third party consultant, County staff, selected vendor.
Steering Committee	One representative each: Board of Commissioners, Finance and IT One departmental representative from the Sheriff's Department and Public Works	Responsible for overall guidance and direction of the project. Vested with decision making ability to resolve issues and policy conflicts on the project.
Project Team	Project Manager, IT, Finance support staffer, third-party consultant	Active in completing tasks, managing readiness, selection and implementation work throughout the project timeline. Point on logistics of scheduling, meetings, etc.
Subject Matter Experts (SME)	Finance staff, County Counsel, Department Heads and departmental staff as needed over the life of the RFP and implementation	Participate in user needs assessments, assist in developing and validating functional requirements of new processes and/or systems, system selection process, implementation duties including testing and developing training materials.

The ERP Project Charter also includes a section on General Guiding Principles. This information further describes the approach that the County will take in this effort (Attachment D) and will be relevant for Proposers to review as they develop their response to this RFP.

As noted in the governance structure, the County has retained a third-party consultant, Clark Nuber PS (CN), for support in this process. Last fall CN began working with the County to assess its financial systems and make recommendations for how the County might make best use of its still scarce resources to address the specific risks and inefficiencies in its financial infrastructure and operations. CN will be a County partner throughout the life of this project.

D. Current Applications and System Integration Needs

The County ERP system will provide opportunities for automation, improved visibility and integration with other systems across the County.

The key current financial systems that the ERP system will need some level of integration include:

- ADP for payroll, HRIS and time keeping
- Scale house software (RFP underway to replace current system)
- Helion Oregon Counties Assessment & Taxation System (ORCATS)
- Helion County Clerk recording system
- Helion Dog Licensing application
- Majik for court fines associated with specific court-only bank account
- Accela e-permitting system through State of Oregon (implementation under way)
- Accela manufactured structures permitting system through State of Oregon
- Acquirit check scanning for posting to AR, upload to bank
- IRIS (Oregon Roads cost accounting system)
- ReserveAmerica Parks reservation system (contract phase of implementation)
- Tiger for inmate accounts associated with specific jail bank account
- Jpay web-based payment system to make funds available to inmates associated with specific jail bank account

Current systems which might be replaced as part of the new ERP system implementation or, if not, will also need an integration solution:

- ProWare - fixed asset tracking
- Point & Pay - merchant processing system is used for most County operations

Another integration consideration is ability to create files and integrate with County banks for positive pay check uploading, check 21 deposit uploads, bank reconciliation information, etc.

Finally, the County is interested in exploring solutions that have public transparency elements that could integrate into its website. Solution options that incorporate the ability to support open data initiatives with regard to budget, financial transactions and similar issues either in the near or longer term should be noted in the proposal and would be an additional integration need.

E. Number of Users

It is difficult for the County to project exactly who will use the system as implementation of the system will result in a major change in the way that the County does business. In addition, if the County cannot

afford to implement all desired functionality, this may impact the numbers of users needed in the near term.

The following user counts identify expected users within each functional area. Additional users may be required for extra help during the implementation testing phase of the project and Proposers should plan to provide sufficient system access for the County to fully implement its desired business processes.

The County's best estimate is seven (7) users in the finance department and a total of almost 100 departmental users who will be actively involved in one or more of the activities listed in section II.A. Scope of Work. A best guess would be no more than 35 concurrent users of the system.

F. Technology Environment

Several basic technology infrastructure projects are underway at the County currently that may be relevant for the ERP system implementation. The following information on the County's technology infrastructure may be directly or indirectly of interest to Proposers. Any required upgrades, incompatibilities or other issues relevant to the ability of the County to optimally implement the proposed solution from a technology perspective should be noted in the Proposal.

Office productivity applications in use/being deployed across the County:

- Email: moving from g-mail to exchange online, planned March 2018
- MS Office 2016 Standard rollout planned for Spring 2018.

Public facing systems:

- Website/CRM (vendor selection process underway)
- Helion/GeoMoose to provide property assessment and tax information hosted by Helion
- ESRI cartographic Mapping and GIS tool available through County website

County compliance obligations associated with technology and operations include:

- HIPPA
- CJIS
- PCI

Network and Operating System details:

- Standard Windows Active Directory enabled network
- Limited wireless network access (Justice Facility, Roads and Emergency Operations have wireless, but it is not currently available through the County at the Courthouse or other County facilities.)
- Desktop computers standardized on Windows 7. Will be moving to Windows 10 in fall of 2018.
- Wide Area Network (WAN) connections between facilities are currently very limited. VPN access, firewall – to – firewall, is set up over non-SLA internet connections from local cable and telecom providers.
- VPN access for staff is planned, within the next year, but has not been implemented as of yet. Bids are in progress for a replacement phone system, moving from a traditional PBX to a

voice over internet protocol (VoIP) system. Funding for this project has not yet been approved, but the project has been noted as a priority.

Internet connectivity County facilities:

All County facilities have a minimum 8MB internet connection, with the Courthouse and Justice Facilities having 50Mb connections. Internet speeds should be adequate for most cloud-based software implementations. Client-server applications will be limited by inter-building connections which are considerably slower.

Relevant server information:

The County server infrastructure is a VMware based virtual server system running Windows 2012 Server DataCenter version connected to an HP SAN with 10k SAS drives. There is significant capacity for multiple servers, even high IOPs SQL servers, running virtually.

Desktop Systems:

The current County desktops are primarily HP Elitedesk computers ranging from 10+ year old Pentium 4 to new Intel i7 processors with 8GB RAM and 256GB SSD drives. All our systems run Windows 7 and are regularly patched for security and functionality.

Mobility:

Currently, the County has very little mobile technology or interfaces in use. In addition, the rural nature of the County means that large areas of the jurisdiction have spotty wireless connectivity service.

Nevertheless, the ability to interact with the public and consider applications that allow staff greater flexibility in the execution of their work is of interest to the County in this ERP Proposal. While not a priority for near term implementation, understanding what options might be available in the future as well as the Proposer's own solution development plans for mobile financial applications and functionality is of interest to the County.

G. Data Conversion and Ad Hoc Reports

The County will be taking the opportunity to make a change to its chart of accounts in anticipation of the ERP project. If the project is able to be executed for the July 1, 2018 go live, the County does not plan to bring over transactional level detail to the new system. If this timing is not feasible, transactional level data will be required in order to have a complete fiscal year of data in the first year of the new ERP system's adoption.

Data that will need to be brought into the ERP system as part of the system set up includes:

- Trial Balance Totals
- Budget Totals
- Purchase Orders
- Vendor Profiles
- Customer Profiles and Balances
- Grant Profiles and Balances
- Contract Profiles and Balances
- Asset Profiles and Balances
- Data sets for Budgeting
- Data sets for CAFR

Proposers may recommend additional data imports or conversions that will optimize the functionality of their proposed systems.

Note: The County reserves the right to make additions and/or changes to the above list of data conversion requirements.

Ad hoc reports will need to be created to bridge the three-year comparative data requirement for Oregon Budget Law and the one year CAFR MD&A comparative requirement. Proposer shall include a solution for the interim period until enough years of data are fully in the new ERP system.

H. RFP and Anticipated Project Schedule

Significant dates to remember include:

- RFP Issued July 17, 2017*
- Deadline for Proposer's requests for clarifications or questions July 25, 2017*
- Issue addenda to RFP July 27, 2017
- **Deadline to Submit Proposals 5:00 P.M. August 14, 2017***
- Evaluation and scoring of Proposals September 1, 2017
- Vendors notified regarding demonstrations by September 6, 2017
- Demonstrations Week of September 25, 2017
- Notice of Intent to Award October 11, 2017
- Final Contract Signing by December 29, 2017
- ERP Project Start Date January 2, 2018
- ERP Go-Live Date July 1, 2018

With the exception of the dates marked with an asterisks (*), the dates provided are estimated and may change in the County's sole discretion. Proposers are responsible for determining all other applicable deadlines.

SECTION III GENERAL INSTRUCTIONS

A. Administrative Information

1. This RFP is issued under the authority of Board of County Commissioners, 230 Strand St., St. Helens, Oregon 97051. This RFP may be reviewed at the following web site at <http://www.co.columbia.or.us/requests-for-proposals>
2. Proposers requesting additional information, clarification or interpretation, or who find any ambiguity, inconsistency or error in the RFP shall communicate, in writing, with the County's consultant, Cheryl Olson from CN, colson@clarknuber.com, no later than July 25, 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 who are known to have received the RFP. Supplements, interpretations, corrections or changes that are not in writing are not binding on the County.

3. This Request for Proposals consists of the following sections:

Section I	Invitation to Submit Proposals
Section II	Project Information
Section III	General Instructions
Section IV	Proposal Response
Section V	Evaluation and Selection
Section VI	Contract
Attachment A	Sample Contract
Attachment B	Functional Requirements
Attachment C	Organizational Chart
Attachment D	ERP Project Guiding Principles
Attachment E	Submittal Checklist
Attachment F	Company Background Form

4. The RFP package should be checked to ensure that all of the listed items are included. Any missing portions can be obtained from the LaVena Sullivan, lavena.sullivan@co.columbia.or.us.
5. It is extremely important that all portions of this RFP be completed as professionally as possible. An incomplete or uncoordinated submission 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.
6. A list of all solicited Proposers will be provided to any Proposer upon receipt of a written request.

B. Proposal Submittal and Deadline

Proposers must submit ten (10) hard copies of the complete Proposal, including all other documents required to be submitted with the Proposal and two (2) electronic copies in a sealed envelope or container clearly marked on the outside with the Proposer's company name and "Proposal for ERP System" or equivalent.

For the hard copies, print and copy on both sides of a single sheet of paper whenever possible. Color is acceptable, but content should not be lost by black-and-white scanning or copying. Do not include general sales brochures.

Submit electronic copies on a USB storage device or DVD/CD. Use file formats indicated in Attachment E Submittal Checklist.

Proposals may be submitted by mail or in person to the Columbia County Courthouse, Attn. Finance Department, 230 Strand St., St. Helens, Oregon, 97051 and **must be received by 5:00 p.m. on August 14, 2017**, according to the clock in the Finance Department, to be considered for purposes of evaluation

and contract award. LaVena Sullivan, lavena.sullivan@co.columbia.or.us is the person designated for receipt of Proposals.

C. Proposal Opening

All Proposals received in compliance with the instructions of this RFP will be opened by the Selection Committee according to the schedule noted in Section II.H. Evaluations and scoring will take place subsequent to this. Proposals received after the specified date and time deadline and/or Proposals which are not prepared and filed in substantial compliance with the instructions of this RFP will not be considered for evaluation or award of a contract.

D. Modification or Withdrawal of Proposal

A Proposal may not be modified, withdrawn or canceled by the Proposer for a two hundred and seventy (270) day period following the time and date designated for the receipt of Proposals and Proposer so agrees in submitting the Proposal. Prior to the time and date designated for receipt of Proposals, Proposals submitted early 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 sent to LaVena Sullivan, lavena.sullivan@co.columbia.or.us, by facsimile 503-397-7251 or in person. If sent by mail, written confirmation over the signature of Proposer must have been mailed and postmarked on or before the date and time set for receipt of Proposals. Withdrawn Proposals may be resubmitted up to the time designated for the receipt of Proposals, provided they are then fully in compliance with the RFP.

E. Protest Procedures

Consistent with the County's Public Goods and 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 public goods and services 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 public goods and services contractor or award of a public goods and 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 public goods and 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 public goods and services contractor. Unless a different deadline is specified in the RFP, a public goods and services contractor who has submitted a Proposal and claims to have been adversely affected or aggrieved by the selection of a competing a public goods and 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 Finance Department. To be adversely affected or aggrieved, a protester must claim that the protester was the highest ranked public goods and services contractor

eligible for selection, i.e., the protester must claim that all higher ranked public goods and personal services contractors were ineligible for selection because their Proposals were non-responsive or the public goods and services contractors non-responsible. The Finance Department 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 Finance Department's disposition with the Board of County Commissioners within seven calendar days. The County's Purchasing and Contracting Rules are available for review by contacting the Office of County Counsel at 230 Strand, Room 318, St. Helens, Oregon 97051 or 503-397-3839.

F. Submittal Costs

The cost of submittals and any other expenses related to this RFP, including travel for demonstrations and contract negotiations, shall be entirely the responsibility of the Proposer.

SECTION IV PROPOSAL RESPONSE

The submitted written Proposal must utilize the format and content detail listed below. Ten (10) hard copies of the complete Proposal, including all other documents required to be submitted with the Proposal, and two (2) electronic copies of the Proposal will be initially required. Proposals are to be organized in the same order as the requested information identified below.

Attachment E is an ERP System RFP Submittal Checklist. Please use this to ensure that all required documents, forms, and attachments have been completed and submitted as instructed.

A. Title Page

The name and signature of the proposing firm's authorized representative, as well as his/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 be valid for ninety (90) days after submission of the Proposal (approximate length of implementation).
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. Introduction

Include an introductory cover letter with a brief explanation of why your firm is qualified to provide an ERP System to Columbia County. Please also note why you are interested in working with Columbia County.

C. Table of Contents

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

D. Statement of Qualifications

1. Proposer Company Information

Provide a brief history of the company and explanation of why your firm is qualified to provide an ERP System for Columbia County along with the project support services included in this RFP. Include a discussion of the implementation and training philosophies that will be used for County staff, both finance staff and users from other departments. Successful achievement of results when carrying out similar projects for other local government jurisdictions is of interest.

To be considered for award of this contract, vendor must have, as a minimum, the following qualifications:

- five years' previous experience with implementing, managing, and training on ERP Systems.
- proven ability for contract start-up on January 2, 2018.
- qualified and trained staff to successfully complete the contract requirements.
- central office capability to supervise and monitor the project, ensuring satisfactory provision of services.
- adequate financial resources to maintain personnel and supplies to successfully perform this contract.

If the Proposal includes services from another vendor, please discuss the qualifications of that vendor as well.

The Proposer should fill out the Attachment F Company Background Form for itself as well as one for any additional vendors included in the Proposal.

2. Proposer Key Personnel

Identify the key personnel, including lead, who will work on the implementation project's software system and support services; discuss:

- relevant professional credentials
- background in local government implementations of proposed solution(s)
- location where the person is based

For the project manager of the ERP implementation, also include his/her resume.

Identify the Proposer's relationship manager(s) who will work with the County after the software acceptance milestone has been achieved; discuss relevant credentials and expertise in local government system support needs.

For those Proposers with key personnel outside the Portland, Oregon metro area, describe how you will address the challenges of working remotely on the project.

E. Customers and References

Describe relevant experience and any current client list for the relevant ERP System included in this Proposal.

Provide at least three municipal references with contact information, within the state of Oregon is preferred.

F. ERP System Proposal

Submit a plan that details essential elements of how your company will implement and maintain an ERP System for Columbia County. Your proposal should address the two aspects as noted in Section II.A. Scope of Work (also summarized below).

Your Proposal should include recommended timelines and milestones. Key topics to discuss include:

- Explain advantages AND risks associated with this plan
- Describe how you might be able to leverage the County's investment in readiness and its governance structure to
 - facilitate necessary business process changes
 - make configuration decisions throughout the implementation
- Identify County deliverables required for each element of the scope and for each milestone
- Note your assumptions for the level of County participation in the project throughout the implementation including time with and without Proposer consultants

Proposer may recommend a phased approach to the project. Timeline and milestones by module and associated software system for each phase should be described, but can also be deferred until demonstrations.

Keep in mind that County IT staff focus on network and security activity but do not manage day-to-day department software systems and related reporting. Discuss your company's ability to support both the ERP system implementation as well as in the post-live, on-going phase of the relationship with the County. Solutions that typically require customer database administration or dedicated IT staff may not be an ideal fit for the County.

If including third-party solutions in your submission, please state in your Proposal if a separate contract would be required and clearly identify the distinction between the Proposer's and third-party's products, services and/or roles in the project. The County expects that Proposers will be responsible for the acquisition and operation of required third-party solutions.

Proposers shall clearly identify any information in their Proposals 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 the trade secrets.

1. Software and Technical Integration
a. Software solution

To describe the software solutions, Proposers will provide responses to the listed functional requirements in Attachment B by completing the code and comments columns.

Functional Requirements Responses	
Available Responses	
Y	Yes - The application as delivered or with minimal configuration (under 4 hours) can support requirement with no change to source code
YC	Yes, With Added Cost – The application can be configured to support the business requirement without source code changes. The level of effort should be described in the comments section, e.g. minor (under 8 hours), moderate (less than 16 hours), or large (less than 24 hours)
TP	TP = Yes, With Third-Party Integration – The business requirement can be achieved with a third party or company product. The recommended company and product name(s) should be described in the comments section and participate in the demo to show functionality.
N	Requirement Not Met with Proposal

Excluding some requirements from scope of Proposer’s services will NOT eliminate the Proposer from contention. The County will evaluate the Proposal as a whole, including price/value comparisons when evaluating Proposals.

All positive responses (Y, YC and/or TP) will be considered in scope. The requirements responses submitted will become part of the agreement. Proposers are expected to warrant that implementation services will include all positive responses (every response except “N”).

For requirement responses marked Y, YC or TP Proposers must:

- Indicate the module or system required to meet the requirement (Col F of Attachment B).
- Include in the Cost Proposal.
- Reflect scope in all other information submitted. Furthermore, if the module or system necessary to perform that functionality is not listed on Attachment B, it must be added to that list and included in the scope and cost of this Proposal.

Clearly indicate whether you are proposing a Software as a Service (SaaS) solution, a client server model or both.

For SaaS Proposals, include:

- Description of the hosting, management and operation of the Service Software and other services for remote electronic access and use
- Service level commitment (uptime availability), reporting practice that demonstrates Proposer compliance, proposed remedies or service credits for service availability failures (aka. Service Level Agreement)

- Approach to scheduled downtime and standards utilized for timing of maintenance, upgrades, and/or other work expressed in Pacific Standard Time (ex. scheduled maintenance conducted only from 12am to 5am PST)
- Breach Notification Plan and Policies
- Data Center Security and Redundancy Policies and Capabilities
- Business Continuity and Disaster Recovery

b. System configuration and implementation

Identify any licenses, hardware, or other products not included in this Proposal that would be required to operate any of the proposed solutions contained in this Proposal.

Describe the technical environment (network architecture and technical specifications) required for the project. Include minimum desktop and server hardware and software configurations, as well as browser version requirements.

Identify any specific conditions for support, such as remote access connection requirements.

c. Interface development

Interfaces to County systems are critical to the project success. Interface requirements have been discussed in Section II.D. Proposers should address each interface and all responses are considered to be in-scope and that pricing for the proposed scope is included in the Proposal pricing.

d. Data conversion and ad hoc reports for historic data

The County understands the level of effort required to convert data and is interested in converting only essential data required for the new system. Proposers should reference Section II.G. and indicate the proposed data conversions that are included in scope.

Also noted is the issue of needing to develop ad hoc reports for required presentations of comparative data until the new ERP system has accumulated three years of actual data to produce required reports completely within the new system.

e. Reporting and workflow set up

Identify reports that are included for each module or system included in the Proposal as well as any reports that will require Proposer configuration in order to meet the functional requirements of the RFP.

Please also identify standard workflows, any Proposer workflow configurations needed to meet functional requirements. Include workflow data templates that the County would be required to fill out in order to achieve automation of basic business processes and/or efficient semi-automated business operations as described in the functional requirements.

f. Testing

Describe your approach to system set up and testing, data integrity, functionality progress, etc. over the course of the ERP implementation. Include plans and methodologies for on-site and remote testing.

The County intends to require a minimum of 45 days for “pre-live” testing and a 90-day period after go-live to “live test” the system.

2. Project Support Services

a. Project management

Describe the Proposer's approach to delivering comprehensive project management services. Address at a minimum the following project management service needs:

- Prepare and present detailed project plans to Project Team and Steering Committee
- Monitor project plan time line
- Identify and mitigate risks
- Collaborate with County staff
- Facilitate necessary business process modifications
- Address work/life balance for vendor and County staff involved in implementation
- Oversee third party Firms
- Negotiate mid-project change orders
- Ensure quality

b. Training

Provide an overview of proposed training plan/strategy, specifying how and when training is to be delivered for both on-site and off-site training and web training services for the core project team, end users, and technology personnel.

Provide an overview of proposed training plan/strategy for support staff for post go-live troubleshooting training.

Describe approach to ongoing training for new County hires and with ERP system updates (may chose to focus on this topic in Section IV.F.3. Post go-live support).

c. System documentation

Provide an overview of proposed approach to documentation services.

Describe documentation the County can expect at the conclusion of the project. Samples of documentation typically provided may be included with the Proposal.

3. Post go-live system support, upgrades and professional services

Describe the transition process from implementation to user support of the system.

Describe support options in the system including context sensitive help, support request methodologies and response time commitments. Explain any issue escalation practices or support tier arrangements available to the County.

Describe approach to upgrades and functionality enhancements including scheduling, client communications, examples of any client deliverables required to make an upgrade or version enhancement, client staffing requirements, required vs optional upgrade activity, etc. Include at least one example of upgrade or version enhancement communications/instructions provided to clients in the last year.

Describe professional services that Proposer recommends will serve the County in post go-live years as it seeks to meet its goals and objectives. Note options for creating County-specific business process support materials and documentation.

G. Fee Proposal

The fee proposal included with your response should cover the cost of the proposed software solution(s) and professional support services required to implement the project and meet on-going goals and objectives of the County. Please include information that can be categorized in the following manner:

- | | |
|--------------------|--|
| 1. One-time costs | Software and Implementation through final acceptance of the system |
| 2. Year 1 Cost | 7/1/18 to 6/30/19 (assumes 7/1/18 go live date) |
| 3. Year 2 – 5 Cost | 7/1/19 to 6/30/23 (assumes 7/1/18 go live date) |

If third-party products or services are included, each third-party product or service should be included and its cost (associated goods and professional services) separately identified.

Please describe your licensing model. Are your licenses “named” licenses, concurrent, etc.? Can licenses be added one at a time, as needed, or must they be purchased in packs of multiple licenses? How are licenses released when employees/users change?

A description of optional configurations and/or price break per user type/quantity is requested. Pricing information presented by module in the primary software solution and well as for other required systems included in the Proposal will enhance the County’s ability to determine the functionality and scope of services cost by priority in the event the County is unable to afford the one time and carrying costs associated with the full Proposal in the near term.

Pricing request: please include travel costs and incidental expenses in the fully-loaded rates for all personnel assigned to the project.

All pricing, Software as a Service rates, maintenance costs, etc. associated with the proposed solution must be in effect for at least the first two years of the contract. Proposals should describe how rate increases will be proposed and history of rate increases for similar projects in the last two years.

Proposers are encouraged to include any available discounts, incentives or other cost saving options, including methods to leverage existing County hardware.

H. Statement of Assurance

Provide a statement of assurance that your firm is not currently in violation of any regulatory agency rules or, if in violation, that the violation does not have a material adverse effect on your ability to perform under the proposed contract.

Provide a statement of assurance that your firm 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 your proposal.

I. Insurance

Contractor is to provide proof of insurability demonstrating current coverage for liability in the amount of \$2,000,000; Errors and Omissions coverage in the amount of \$2,000,000; and cyber liability coverage in the amount of \$2,000,000.

SECTION V EVALUATION AND SELECTION

A. Selection Committee

A Vendor Selection Committee designated by the Finance Director and Treasurer and approved by the Board of Commissioners will review, evaluate and rank the Proposals. Each valid Proposal will be reviewed by the Vendor Selection Committee. Additional clarifying material may be requested by the County. Note: this group is not the same as the Steering Committee but may include members of that body.

The sole purpose of the evaluation process is to determine which Proposer best meets the County's needs and provides the best chance for successful completion of the County's goals.

B. Initial Evaluation Criteria

The Vendor Selection Committee will review, evaluate and rank the Proposals which are in substantial compliance with RFP procedures and requirements based on the following criteria and scoring:

<u>Selection Criteria</u>	<u>Points per Section</u>
1. Complete, Professional Proposal	Mandatory
2. Statement of Assurance and Insurance	Mandatory
3. Title Page, Cover Letter, Table of Contents	Mandatory
4. Statement of Qualifications (with Attachment F completed)	20
5. Customers and References	10
6. ERP System Proposal (with Attachment B completed)	40
7. Fee Proposal	30
	Total Points 100

C. References

Based on the initial evaluation and ranking, references will be contacted for the top ranked firms.

D. Software Demonstrations and Due Diligence

The top ranked Proposers will be invited to provide in-person full-day software demonstrations on a date to be announced. We anticipate these meetings will be scheduled the week of September 25, 2017. Proposers selected for follow up interviews and demos will be notified as soon as possible and will be briefed on what aspects of their solution the County would like to see included in the demonstrations.

Key personnel identified in the Proposal, including project manager and technical experts should be included in the demonstration team.

A more detailed plan and pricing information by project milestone and functional area will likely be requested. The demonstration meetings will also serve as an opportunity for you to clarify any significant proposed contract changes submitted in the Proposal as described in Section IV Contract.

Based on demo scoring, the Vendor Selection Committee will present its findings to the Steering Committee. In the course of determining its final recommendation for the Board of Commissioners, the Vendor Selection Committee and/or the Steering Committee may request additional information or conduct other due diligence.

Subject to the approval of the Board of County Commissioners, an intent to award contract will be announced for the Proposer whose qualifications best meet the needs of the County.

E. 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 project.

Among the documents to be included in the contract will be a translation of your Proposal to a Scope of Work to include items such as Gantt chart(s) with milestones, dependent tasks and critical path with Proposer, any Proposer partners and County staff responsibilities.

Contract negotiations with the Proposer with the highest ranked Proposal shall be directed toward obtaining written agreement on:

1. Contract tasks, staffing and performance
2. A maximum, not-to-exceed contract price for software and professional services on a milestone basis which is consistent with the Proposal and fair and reasonable to the County, taking into account the estimated value, scope, complexity, and nature of the Goods and Services.

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.

F. Selection

The County reserves the right, in its sole discretion, to:

1. Reject any Proposal not in compliance with all prescribed RFP procedures and requirements.
2. For good cause, reject any or all Proposals upon a finding it is in the public interest to do so.
3. Cancel this procurement and/or reject any or all Proposals in accordance with ORS 279B.100.

4. Waive irregularities in the Proposals received.
5. Accept all or any part of a Proposal in principle, subject to negotiation of the final details. In particular, the County reserves the right to negotiate fee Proposals to accommodate the timing of the project.

SECTION VI CONTRACT

The selected vendor will be required to sign the County's form of contract which will be prepared by the Office of County Counsel. A sample contract is attached to this Request for Proposals. Exhibits in the final contract will include a copy of the RFP, the selected vendor's Proposal and documentation from the demonstration and due diligence phases of the selection process.

Proposers shall include in the Statement of Assurance section of their Proposal any proposed changes to the terms and conditions found in the sample contract.

The County will seek assurances as to the consistency and quality of vendor staffing for its project. Key points of the County's key personnel provision include:

- The County may interview and approve key personnel proposed by the vendor.
- The County shall have the right to dismiss from the project key vendor personnel who the County believes is detrimental to its working relationship with the vendor.
- Vendor key personnel may not be removed from the project without the County's approval.

Contract shall include a provision that the vendor will provide, at no cost to us, any updates that are mandated by changes to state or federal rules/laws. For instance, changes in 1099 reporting and the potential that the County would ever be required to withhold and pay tax for vendors.

Attachment A: Sample Contract

PUBLIC SERVICES CONTRACT

(ORS Chapter 279B)

by and between COLUMBIA COUNTY and _____

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," for an Enterprise Resource Planning (ERP) System.

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 _____.

2. Contract Term. The Agreement shall be in effect for five (5) years from the effective date. Unless this Agreement is terminated pursuant to Section 16, below, this Agreement shall automatically renew for five (5) additional one (1) year terms.

3. Contractor's Services and Contract Documents. Contractor agrees to provide services consistent with this Agreement and the following documents, which together constitute the Contract Documents:
 - A. Contractor shall provide the services described in the Request for Proposals (RFP), dated _____, which is attached hereto as Exhibit A and incorporated herein by this reference.

 - B. Contractor shall provide services as described in Contractor's Proposal, dated _____, which is attached hereto as Exhibit B and incorporated herein by this reference.

 - C. Contractor shall provide services in accordance with the Service Level Agreement, which is attached hereto as Exhibit C and incorporated herein by this reference.

 - D. Contractor shall provide services as described in the documentation provided in the Software Demonstration and Due Diligence phase of the selection process. The documentation is attached hereto as Exhibit D and incorporated herein by this reference.

In case of conflict between the Contract Documents, this Agreement shall control over all exhibits; Exhibit A shall control over Exhibits B, C and D; Exhibit D shall control over Exhibits B and C; and Exhibit C shall control over Exhibit B.

4. Consideration. County shall pay Contractor on a fee-for-service basis, an amount not to exceed \$_____, said amount to be the complete compensation to Contractor for the services performed under this Agreement. These fees shall include all expenses. Unless otherwise agreed to in writing by the parties, payment shall be made as follows: _____ . Any annual increase in fees shall not exceed 5% per year. This Agreement is subject to the appropriation of funds by County, and/or the receipt of funds from state and federal sources. In the event sufficient funds shall not be appropriated, and/or received, by County for the payment of consideration required to be paid under this Agreement, then County may terminate this Agreement in accordance with

Section 16 of this Agreement.

5. Contract Representatives. Contract representatives for this Agreement shall be:

Jennifer Cuellar, Director	Name, Title
Columbia County	Company
Department of Finance and Taxation	Address
230 Strand St.	Phone
St. Helens, OR 97051	Email
(503) 397-7252	
jennifer.cuellar@co.columbia.or.us	

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. [ORS 279B.220 (1)]

(2) Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or any subcontractor incurred in the performance of this Agreement. [ORS 279B.220 (2)]

(3) Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished. [ORS 279B.220 (3)]

(4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. [ORS 279.220 (4)]

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. [ORS 279B.230 (1)]

C. Contractor shall pay employees at least time and a half pay for work the employees perform under this Agreement on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1)(b)(B) to (G) and for all time the employee works in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater. [ORS 279B.235 (5)(a)]

D. Contractor shall notify employees in writing, who work under 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. [ORS 279A.235 (5)(b)]

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. [ORS 279B.230 (2)]

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 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 Law Compliance Warranty and Covenant. As required by ORS 279B.045., Contractor represents and warrants that Contractor has complied with the tax laws of this state or a political subdivision 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 or a political subdivision 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.

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 County, except as provided in Contractor's Proposal. If using subcontractors, as approved by County, Contractor shall be responsible for all of its subcontractors' acts and omissions to the same extent as if the subcontractors were employees of Contractor.

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.
 - A. General Indemnification. Contractor shall indemnify, defend, save, and hold harmless 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 of 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 County, its officers, agents or employees.

 - B. Patents, Copyrights, and Proprietary Rights Indemnification. Without limiting the general indemnification, above, Contractor shall indemnify, defend, save and hold harmless County, its officers, agents, and employees, from any claim or suit brought against County arising from claims of violation of United States patents or copyrights resulting from the Contractor's or County's use of any equipment, technology, documentation, and/or data developed in connection with the services and products described in this Agreement. In the event County is

required to pay monies defending such claims, resulting from Contractor's lack of cooperation or success in representing County's interest, or in the event County is ordered to pay damages as a result of a judgment arising out of an infringement of patents and/or copyrights, Contractor agrees to fully reimburse County for all monies expended in connection with these matters. County retains the right to offset against any amounts owed Contractor any such monies expended by County in defending itself against such claims.

16. Insurance. For the duration of the Agreement, Contractor shall, at its own expense, purchase and maintain, and shall ensure that its subcontractors purchase and maintain, from a company or companies licensed to do business in the State of Oregon, the following insurance with limits not less than those indicated, or greater if required by law:
- A. Workers' Compensation and employer's liability insurance meeting statutory limits mandated by state and federal laws. Employer's liability insurance with coverage limits of not less than \$500,000 must be included.
 - B. Commercial General Liability Insurance covering bodily injury, death, and property damage in the amount of \$2,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence). This insurance shall include personal injury liability, products and completed operations.
 - C. Errors and omissions insurance with a limit of not less than \$2,000,000.
 - D. Cyber liability insurance in the amount of \$2,000,000 to cover network security, breach of data, and coverage for regulatory fines and fees imposed against County due to failures in products and services provided under this Contract. Cyber liability coverage must include errors, omissions, negligent acts, denial of service, media liability (including software copyright), dishonesty, fraudulent or criminal acts by a person or persons whether identified or not, intellectual property infringement, computer system attacks, unauthorized access and use of computer system, regulatory actions, and contractual liability.
 - E. The contractor or its insurer must provide thirty (30) days' written notice to County before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).
 - F. Contractor shall provide for itself and its subcontractors, if any, certificate(s) of insurance for all required insurance before the contractor performs under the contract. With the exception of errors and omissions insurance, the certificate(s) shall be accompanied by an Additional Insured Endorsement naming Columbia County, its officers, agents and employees as additional insureds.
 - G. The insurance requirements herein supersede those in any attached exhibit.

17. Termination. This Agreement may be terminated at any time in whole or in part by mutual consent of both parties. County may terminate this Agreement, with or without cause, upon thirty (30) days advance written notice. Notice must be delivered by registered or certified mail, or in person, to the other party. County may also terminate this Agreement, effective upon delivery of written notice to Contractor, or at such later date as may be established by 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 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. Failure of Contractor to complete the project within the time stated herein, will be a material breach of the Agreement unless such failure is due to the failure of the County to provide information or permit approvals in a timely manner which causes delay in the Contractor's performance.

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. Confidential Information.

- A. Access and Protection. Contractor understands that in performing this Agreement, Contractor will have access to and possession of confidential information. Furthermore, Contractor will have access to County information that is exempt or not subject to disclosure under Oregon Public Records Laws. Such information shall be considered confidential information for purposes of this Agreement. Contractor, and each of its officers, employees, and agents shall, subject to the applicable County, State, and Federal Government laws and regulations, maintain all confidential information in the strictest confidence and will not at any time use, publish, reproduce or disclose any confidential information, except as authorized in writing by County, or to perform its obligations as authorized in this Agreement. Contractor shall take all steps necessary to safeguard the confidential information against unauthorized disclosure, reproduction, publication, or use, and to satisfy its obligations under this Agreement. Such obligations shall survive the termination or expiration of this Agreement.

- B. Security Requirements. Contractor and its officers, employees, subcontractors, and agents shall at all times comply with all County security standards, practices, and procedures with respect to information and materials that come into Contractor's possession and to which Contractor gains access under this Agreement.

- C. Return. Contractor shall promptly return to County, upon its request, all of County's confidential information.

- D. Injunctive Relief. Contractor will immediately report to County any and all unauthorized disclosure or use of County's confidential information of which it or its staff is aware or has knowledge. Contractor acknowledges that any publication or disclosure of County's confidential information to others may cause immediate and irreparable harm to County and, if Contractor should publish or disclose County's confidential information to others, or threaten to publish or disclose County's confidential information, County shall immediately be entitled to injunctive relief. County shall be entitled to such injunctive relief without having to pursue its other remedies herein, including Termination and Dispute Resolution.

- E. Non-disclosure of Other County Information. The use or disclosure by Contractor

of any County information not necessary for, nor directly connected with, the performance of this Agreement is prohibited, except upon the express written consent of County.

- F. Documentation. Contractor shall maintain up-to-date documentation indicating compliance with County security and confidentiality requirements governing data use and access.

- G. Subpoena. In the event that a subpoena or other legal process in any way concerning County's confidential information is served upon Contractor, then Contractor agrees to notify County in the most expeditious fashion possible following receipt of such subpoena or other legal process and to cooperate with County, at County's expense, in any lawful effort by County to contest the legal validity of such subpoena or other legal process.

21. Electronic Data.

- A. County Data. County reserves all right, title and interest in any and all electronic data, regardless of where the data is stored, which County has transferred to Contractor or entered into Contractor's system, including electronic data that has resulted from the conversion of County's original data. County retains the right to use Contractor's services to access and retrieve County's data stored on Contractor's infrastructure at County's sole discretion.

- B. Data Location. Contractor shall provide its services to the County and its end users solely from data centers in the United States. Storage of County data at rest shall be located solely in the United States. Contractor shall not allow its personnel or subcontractors to store County data on portable devices, including personal computers, except for devices that are used and kept only at its United States data centers. Contractor shall permit its personnel and subcontractors to access County data remotely only as required to provide technical support.

- C. Transition. Upon termination or expiration of this Agreement, Contractor shall in a timely manner make available to County all of County's data that is in Contractor's possession. Contractor shall cooperate with County and assist in the transfer and conversion of County's data to an accessible, vendor-neutral electronic format that County specifies. If County has a replacement service provider, Contractor agrees to assist with a timely transition to the new service provider. Except in the event of a termination for cause, County shall reimburse Contractor for reasonable transition services in accordance with the rates set forth in this Agreement. In the event of a termination for cause, Contractor shall provide at no cost to County reasonable transition and termination services,

including but not limited to necessary extraction and conversions services required for import of data into new service provider's system.

D. Loss or Compromise of Data. Contractor shall immediately notify County in writing of any use or disclosure of County data not authorized by this Agreement, including any reasonable belief that an unauthorized individual has accessed County data. Contractor's notice shall identify the nature of the breach and what the Contractor has done or will do to mitigate the effect of the unauthorized use or disclosure. Furthermore, Contractor agrees to investigate the breach and cooperate with County's investigation, if any. Contractor shall perform a root cause analysis of the breach and submit such analysis to County. Contractor shall be responsible for all costs incurred as a result of the unauthorized use or disclosure of County data due to any act, error or omission, negligence, misconduct or breach on the part of Contractor. In addition to the foregoing, the following applies:

(1) Personally Identifiable Information (PII) and Personal Health Information (PHI). Contractor shall notify County as soon as practicable but no later than 24 hours of becoming aware of any unauthorized use or disclosure of PII or PHI. Contractor shall comply with all County, State, and Federal Government laws and regulations regarding the protection of PII and PHI.

(2) PCI Compliance. Contractor shall adhere to the Payment Card Industry (PCI) Data Security Standards for processing, transmitting, storing or otherwise affecting the security of credit/debit cardholder data and shall not require use of devices and/or systems which could result in enhanced PCI security requirements for the County's network. Contractor is responsible for the security of cardholder data in its possession. The data may only be used to assist County or for other uses specifically authorized by law. Contractor is responsible for all costs incurred as a result of a breach in cardholder data. Costs include but are not limited to fines/fees for non-compliance, card reissuance, credit monitoring, and any costs associated with card association, PCI approved third party, or County initiated security review. Contractor must provide County with an annual documentation of compliance with the PCI Data Security Standard.

E. The provisions of this section survive the termination or expiration of this Agreement.

22. System Acceptance. For purposes of acceptance of the system (or portions thereof), County intends to use a two-staged acceptance procedure for each phase and for the entire project. Key points include:

- A. Conditional Acceptance. Conditional Acceptance will occur prior to going live. County will have up to 45 days to test the system before going live.

 - B. Final Acceptance. County will have a 90-day period after go-live to “live test” the system. Live testing is County’s opportunity to verify that the system complies with the functional requirements and any other written specifications delivered to County by Contractor during the course of the project and that all project requirements are satisfied. If after the live testing, the system performs in accordance with the system specifications, County will issue “Final Acceptance.” The 90-day period for Final Acceptance shall be extended if problems are found in the live test. Specifically, the 90-day period will pause when a problem is documented and resume when it is fixed. County, at its sole discretion, shall determine whether all conditions for Final Acceptance have been met.
23. Mandatory Updates. Contractor shall provide at no cost to County any updates that are mandated by changes to State or Federal law, rule or regulation.
24. Warranty.
- A. Contractor represents and warrants that it has the right to grant the licenses set forth under this Agreement. Contractor further represents and warrants that it has good and marketable title to the software and any equipment sold hereunder free and clear from all liens, encumbrances, and claims of infringement of patent, copyright, trade secret or other proprietary rights of third parties. Contractor further represents and warrants that neither the software in the form delivered by Contractor to County, nor any modifications, enhancements, updates or upgrades thereto, nor the normal use by County, will infringe on any patent, copyright, trademark, trade secret or other proprietary right of any third party.

 - B. In the event that any third party makes a claim or files a lawsuit challenging County’s right to use the software or equipment, Contractor shall defend and indemnify County and hold it harmless for any and all losses, liabilities, judgments, damages, awards and costs (including legal fees and expenses) arising out of the claim or lawsuit, and for any monies paid in settlement. In resolving any such infringement claim, Contractor shall, in its reasonable discretion, either procure a license to enable County to continue to use the software or develop or obtain a non-infringing substitute acceptable to the County at Contractor’s cost.

 - C. Contractor represents and warrants that the software and related products

described with this Agreement will perform in accordance with all documentation, Contract Documents, Contractor marketing literature, and any other communication attached to or referenced in this Agreement.

- D. Contractor represents and warrants that the software and related products, including all modifications contracted under the terms of this Agreement, will meet the requirements of the County as set forth in the Contract Documents.
- E. County has presented detailed specifications of the particular purpose for which the system is intended and provided descriptions and criteria for how the system can accomplish the particular purpose. Accordingly, Contractor understands the particular purpose for which the system is required and acknowledges that County is relying on Contractor's experience and knowledge of the system to identify those components which are most suitable and appropriate. Contractor therefore warrants that the system and all products included in this Agreement are fit for the purposes for which they are intended as described in the Contract Documents.
- F. Contractor represents and warrants that all products provided under this Agreement are compatible with and certified for use and operation in County's operating environment.

25. Disaster Recovery/Business Continuity. Throughout the term of this Agreement and at all times in connection with its actual or required performance of the services under this Agreement, Contractor shall maintain a Business Continuity and Disaster Recovery Plan and implement such plan in the event of any unplanned interruption of hosted services. Contractor will actively test, review and update the plan on at least an annual basis using industry best practices as guidance. Contractor will provide County with copies of all such updates to the plan within fifteen (15) days of its adoption by Contractor.

26. Key Personnel. The County expects consistency and quality of Contractor's staffing for the services provided under this Agreement. Contractor therefore agrees, as follows:

- A. The County may interview and approve key personnel proposed by Contractor. Contractor shall maintain the same key personnel throughout the term of this Agreement, except for changes as a result of the County's request for removal, or the death, disability, resignation or termination of such personnel or other circumstances outside of Contractor's reasonable control.
- B. Upon the reasonable request of the County, Contractor agrees to promptly replace any key personnel of Contractor.

27. Effect of Contractor Bankruptcy. All rights and licenses granted by Contractor under this Agreement are and shall be deemed to be rights and licenses to “intellectual property,” and the subject matter of this Agreement is and shall be deemed to be “embodiments” of “intellectual property” for the purposes of and as such terms are used in and interpreted under section 365(n) of the United States Bankruptcy Code (the “Code”) (11 U.S.C. § 365(n) (2010)). County has the right to exercise all rights and elections under the Code and all other applicable bankruptcy, insolvency and similar laws with respect to this Agreement. Without limiting the generality of the foregoing, if Contractor or its estate becomes subject to any bankruptcy or similar proceeding, subject to the County’s rights of election, all rights and licenses granted to the County under this Agreement will continue subject to the respective terms and conditions of this Agreement, and will not be affected, even by Contractor’s rejection of this Agreement.

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

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

30. 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.

31. 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.

32. 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.

33. 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.

34. 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: _____

Name: _____

Henry Heimuller, Chair

Date: _____

By: _____

Margaret Magruder, Commissioner

Approved as to form

By: _____

By: _____

Alex Tardif, Commissioner

Office of County Counsel

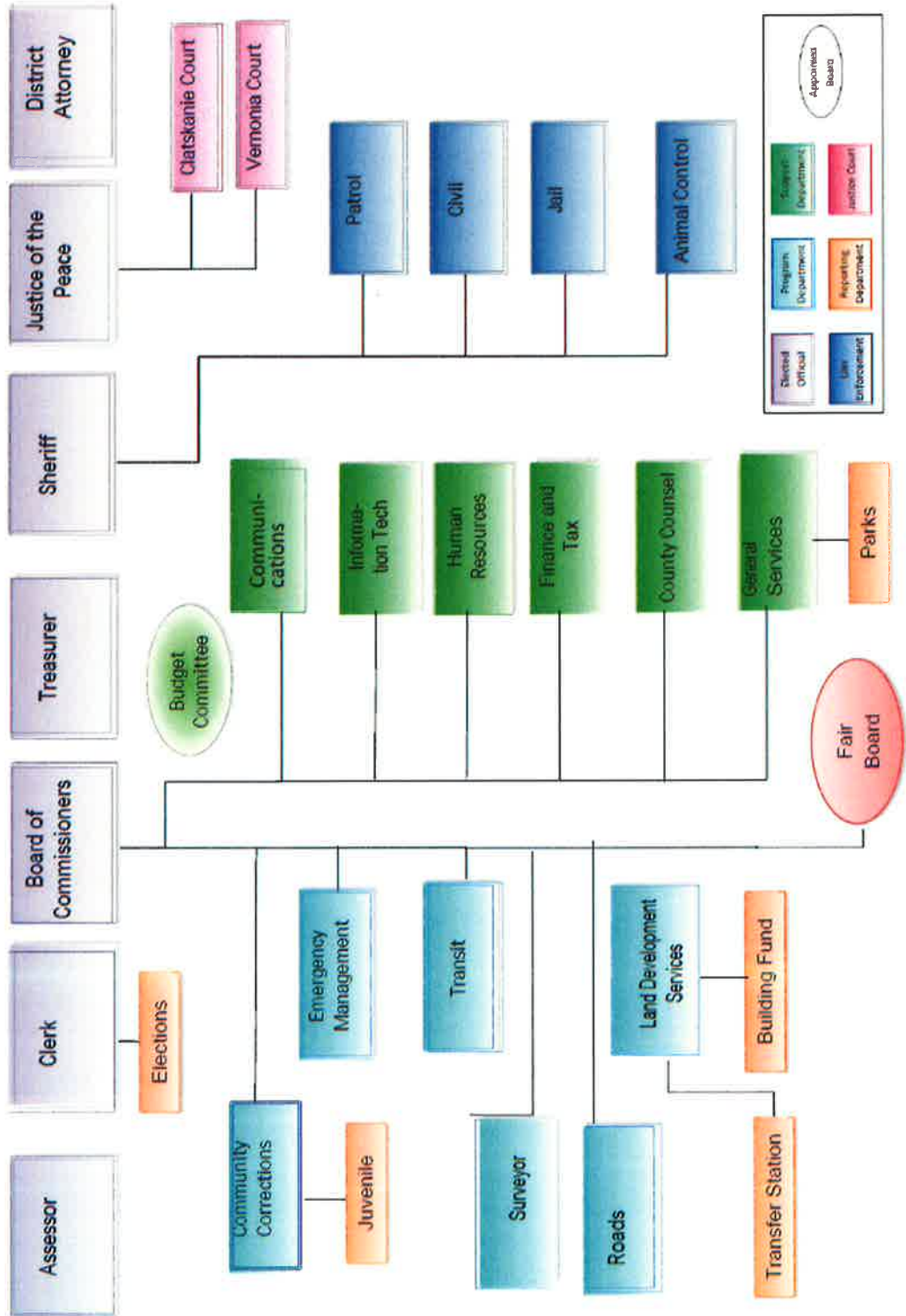
Date: _____

Attachment B: Functional Requirements

See separate Excel Spreadsheet.

Attachment C: Organizational Chart

Columbia County Residents Elect the Following County Officials:



Attachment D: ERP Project Guiding Principles

- The County will implement the ERP system with a minimum of modification to the delivered product, thus allowing the County to take advantage of industry best practices, and keep life cycle maintenance costs low.
- The ERP system project will provide for the decentralization of as many business tasks as possible by pushing out the point where data is entered into the system, as close as possible to the point where the data originates, and relying on the system to enforce business processes requirements.
- Policies and rules for internal controls will be configured into the system to the greatest extent possible to minimize redundant approval processes.
- This project provides the opportunity to standardize like processes across departments such as point of sale, purchasing and contracting activities, accounts payable and budgeting.
- The ERP system should facilitate priority county initiatives such as roll out of Cash Handling Standards and the Board's County Mission project that seeks to better align the budget process to over-arching goals and department-specific functional metrics.
- Implementation of an ERP system will allow the County to focus on end-to-end business processes. This focus will require that some departments change processes or take on different tasks in a business process for the improvement of the overall County processes.
- Business process changes may make small – or significant – adjustments to the way the community does business with the County; a public information component will be required as part of these process updates.
- This project will be implemented in a way that supports best practices in security and system administration appropriate for a major county-wide system. These practices include, among other things, "single sign-on" and can facilitate both "role based security" and "content based security."
- Departments will be given the maximum level of access practicable to information in the system for query, reporting and decision-making in the conduct of their operational responsibilities.
- Departments will not pursue independent efforts to implement ERP system functionality or implement new systems that duplicate functionality available in the ERP system.
- Systems that duplicate ERP system provided functionality (redundant or shadow systems) and their associated infrastructure (servers, data bases and applications) will be eliminated when the corresponding ERP system functionality is placed in production and an appropriate level of access to historical data is provided.
- During the implementation process, the County intends to deploy automated interfaces to departmental systems that do not duplicate ERP system functionality. The build out of interfaces will extend into the post-project system support period and will be developed in priority order based on county-wide input.
- All users that access the ERP system will do so using an approved standard hardware/software configuration where the software is current and patched to minimize security risks.
- All employees whose job functions change due to the ERP project will be given training to learn new skills.

Attachment E: Submittal Checklist

Attachments listed in the table that do not have a required file format may be supplied in either the original file format or PDF.

REQUIRED SUBMITTALS			
Submittal Checklist			
Section	Item	Submitted	Format
IV.A	Title Page with authorized signature		
IV.B	Introduction		
IV.C	Table of Contents		
IV.D	Statement of Qualifications		
IV.D	Attachment F Company Background Form(s)		
IV.E	Customers and References		
IV.F.	ERP System Proposal		
IV.F.1.a	Attachment B Functional Requirements		Microsoft Excel (.xls or .xlsx)
IV.G	Fee Proposal and Description		
IV.H	Statement of Assurance		
IV.I	Proof of Insurability \$2 million liability/\$2 million E&O/\$2 million cyber		

Attachment F: Company Background Form

Please complete one form for each firm included in the Proposal.

Company Background	
Company Name:	
Location of corporate headquarters	
Location of key personnel to be assigned to implementation	
Proposer Experience	
# of years in business	
# of years providing systems/services to public sector	
# of clients (total) and # local government clients	
# of clients using Proposed software solution	
Last five most recent contracts and software installed	
Discuss biggest obstacle encountered in a recent municipal implementation and how you addressed the issue	

Company Background	
Identify other industries serviced (other than local government)	
If Primary Proposer is third-party software solution implementer or if not Primary Proposer	
# of projects with proposed software solution or partnering with Primary Proposer	
Official Partnership status/certification (if applicable)	
About the Company	
Number of Total Employees:	
Number of Employees Providing Implementation Services (if applicable)	
Number of Employees Supporting Product (Maintenance and Support) (if applicable)	
Certified Minority/Women Owned, Disadvantaged Business (Y/N; Certification #)	



EXHIBIT C-1

Caselle® Software & Services Proposal

Columbia County, OR

May 2, 2018
(Valid for 90 days)

From:

Wade Walker, Territory Manager
pww@caselle.com

Caselle® Software & Services Proposal
Columbia County, OR
May 2, 2018

General Information

In order to further define and clarify the various products and services offered in this proposal, the following notes will apply based on the software applications and/or services quoted:

- | | |
|--|--|
| Hardware, Network, & Database Software Requirements | It is the responsibility of the customer to meet the attached Caselle System Requirements. Prior to the implementation, your SQL Server installation must be complete. Customers requesting additional assistance with Microsoft SQL Server installations are asked to contact Executech, Caselle's authorized contractor at (801) 253-4541. Charges will be billed at the rate of \$105 per hour upon approval by the customer. You will be invoiced by Caselle for these services. |
| Source Code | Source code is held in escrow with InnovaSafe, Inc. Technology Protection Services and requires a beneficiary enrollment form, available upon request. An annual fee of \$200 will apply. |
| Training | Unless otherwise quoted, training will take place at Caselle's Education Center, located in Provo, Utah. Your staff will be trained on your data. Approximately one half of the training time will be spent reviewing and validating your converted data files. Training hours are from 8:30 a.m. to 4:30 p.m., Monday through Friday. |
| On-site Implementation Assistance | If on-site implementation assistance is quoted, this may include a pre-implementation customer process evaluation meeting. We will review your current processes and determine what is required to make a smooth transition to the Caselle software system. Additional on-site assistance days may be quoted to assist during and after the implementation. This insures that you are utilizing the Caselle application features to the full benefit of your organization. |
| Travel Expenses | If on-site training or implementation assistance is quoted, travel expenses will be estimated based on the number of days and trips required. Actual expenses will be invoiced when implementation is complete. |



*Caselle® Software & Services Proposal
Columbia County, OR
May 2, 2018*

Implementation Services

Data conversion is an involved, sometimes complicated procedure that must be completed with a high level of accuracy and precision. To make this process run smoothly, Caselle requires your assistance in providing the required materials for preliminary data conversion, offering clarification as needed during the conversion process, and supplying updated materials for the final data conversion. ***Please read the following information carefully.***

Gathering Preliminary Data

Assemble the following information and send it to Caselle.

- Complete the **Information Worksheets** during each phase of the conversion.
- Provide **data to be converted**.
 - You may need to clarify the data, as needed, during the conversion process.
 - Caselle will not convert the prior period detail during data conversion unless optional history conversion is specified in the contract.
- Send **printed or PDF reports** to verify account balances at the time data is sent to Caselle for preliminary conversion and again for final data conversion.

Submitting Conversion Data

You will be provided a file layout for each application that will have data conversion. The file layout details the required and/or optional fields that Caselle will need to provide the conversion. The cost of conversion quoted in this proposal is based on your submission of the necessary data in the requested formats. If data cannot be supplied in this format, additional costs will be billed to get your existing data into the desired formats ready for conversion, and could delay any proposed timeline. We may also need file layouts or descriptions of tables and where all of the necessary information is located within your existing data to complete the conversion.

Data Conversion Timeline

The timeline begins when the requested data and all required preliminary information has been received by Caselle. The timeline to complete an accurate data conversion can range from 90 – 120 days. This is dependent upon the condition of the data and the client's willingness to review the preliminary information for accuracy, including information requested in the discovery phase of the conversion.

Scheduling Training

Important! Training will only be scheduled after Caselle has completed the mock conversion and the customer has reviewed and approved the conversion.

After training is scheduled, a representative from the Implementation team will review the remaining steps to ensure a successful implementation, prior to going Live on Caselle.



Caselle® Software & Services Proposal
Columbia County, OR
May 2, 2018

Software Setup & Data Conversion

This section contains the items, per directory, that will be setup and converted in each module. Since estimating the exact quantity may be difficult, we will adjust the calculated conversion cost if the actual number of items converted is greater than or less than 25% of the original estimate.

Data conversion requires that data be submitted in the required format. It is the responsibility of the customer to provide data to Caselle. Conversion services to retrieve or modify your data to the required formats are available at an additional cost. These services will be billed at Caselle's current hourly rate and are not included in this proposal.

General Ledger Setup

- Set up the control table in the General Ledger and Account Masks with the appropriate segments for funds, departments, revenue sources, object codes, and other account classifications.
- Modify the existing chart of accounts to utilize the advanced reporting features available with Caselle, if needed.
- Format five standard financial statements:
 - Balance Sheet with Revenue/Expenditures compared to budget
 - Allocation Reconciliation
 - Income Statement (All Funds)
 - Balance Sheet (All Funds)
 - Fund Summary Income Statement

Note: Additional fees may be required to set up additional financial statements.

- Establish all necessary journals for interfaced subsystems to allow the subsystems to update transactions to the General Ledger.
- Create a custom Checklist to document your organization's daily, monthly, and fiscal year-end steps; as well as budget procedures.

Data Conversion

- The current year-to-date trial balance and budget will be entered and balanced to your existing system. Caselle will provide supporting reports that document the balance sheet accounts, revenues, and expenditure balance for auditing purposes. A trial balance period will be established and all periods from that period forward will contain detail transaction information, if provided.

2,500 accounts are included

**Bank Reconciliation
Data Conversion**

- Bank reconciliation for the desired cash accounts with outstanding deposits and checks will be established. A bank reconciliation will be completed and balanced to cash for the appropriate beginning period.

6 bank accounts are included

Caselle[®] Software & Services Proposal
Columbia County, OR
May 2, 2018

Caselle Advantage Setup

- Gather data from General Ledger and Account Masks to form basis of the hierarchical structure in Caselle Advantage including reporting structure and filter tree.
- Update dataset fields list (columns of data) used for budgeting and reporting inquiries.
- Create transaction drill directly into the general ledger transactions.
- Provide budget entry screen for Next Year Budget and Forecast.
- Set triggers between Position Based Budget calculations and Operating Budget salaries and related general ledger accounts to update automatically.
- Setup automated extraction process for employee details from payroll to be presented in position based budget worksheet.
- Create Home page to include links to basic alerts, financial reports, operating budget (data entry and reports), position based budget (data entry and reports).

Excel Designer

- Create dynamic, live, word document that links into reports from Excel Designer.
- Replicate current externally produced budget book within Caselle Advantage.

Reporting

- Format a Corporate Dashboard page to include a standard general ledger report, chart and basic alert.
- **Note:** Additional dashboard pages can be added and formatted by the customer.

Accounts Payable Setup

- Establish vendor defaults.
- Format two check forms with requested stub detail. This is approved if we are creating 9 additional forms from the master form, if we are creating 9 completely separate forms there will be a charge of \$100 per form.
- Create a Checklist to document Accounts Payable procedures, including the printing of 1099's.

Data Conversion

- Each vendor's information will be converted. This information includes the vendor name, street address, mailing address, remittance addresses, city, state, zip code, and 1099 status.
 - Exception: 1099 balances can be established, if provided.

8,000 vendors are included

Purchases & Requisitions Setup

- Format ten purchase order forms.
- Create a Checklist to document Purchase Order procedures and Contract procedures.
- Additional custom purchase order form set up will be billed at the rate of \$100 per form.



Caselle[®] Software & Services Proposal
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May 2, 2018

Accounts Receivable Setup

- Set up the appropriate billing categories and penalty rates.
- Format standard reports for reporting and balancing of customer accounts.
- Format one of each of the following: statements, invoices, and delinquent notices.
- Create a Checklist to document Accounts Receivable procedures (Department specific Checklists).
- Additional form layouts for statements, invoices, and delinquent notices will be billed at the rate of \$100 per form.
- Set up penalty rates for all distinct AR program activities at the County.

Data Conversion

- Each customer's account information will be converted. This information includes the customer's name, street address, mailing address, bill to information, city, state, and zip code.
- Customer balances will be converted.
- Customer accounts will be differentiated by AR program activity and specific revenue code options.

1,500 accounts are included

Cash Receipting Setup

- Set up the General Ledger accounts for bank deposits and standard receipting revenue for distinct cash receipting stations.
- Set up category and distribution codes for distinct cash receipting stations.
- Set up payment types, for example, check, cash, and credit card, and associated reports for balancing for distinct cash receipting stations.
- Create default reports to assist in daily operation for distinct cash receipting stations.
- Create a Checklist to document procedures for daily cash receipting transactions, updates, and posting of receipts for distinct cash receipting stations.

Online/Electronic Payments Setup

- Set up Online and Electronic Payment Processing (credit cards, electronic funds transfer, and online bank bill pay consolidation).
- Set up Utility Direct Pay and Accounts Receivable direct pay.
- Set up Xpress Bill Pay, Caselle's authorized electronic payment vendor, including online bill presentation, online bill history, automatic recurring payments, and payment wallets with full integration to Cash Receipting.

Asset Management Setup

- Establish the default depreciation frequency and method, with the asset number format.
- Set up departments, classifications, and asset types.
- Create a Checklist to document procedures, including the asset creation and General Ledger updates.

Caselle[®] Software & Services Proposal
Columbia County, OR
May 2, 2018

Data Conversion

- Asset number, description, department, classification, and type will be converted. The depreciation start date, life, and method of depreciation will be converted for each asset, if provided.
- Accumulated depreciation can be converted to ensure an accurate beginning balance.

Project Accounting Setup

- Set up organization settings and all system defaults.
- Determine job number mask with segments and values for all projects.
- Determine and set up General Ledger accounts for WIP, depreciation, accumulated depreciation, and clearing accounts for labor and purchases.
- Interface all applicable Caselle applications.
- Set up the Crew Rate, Departments, and Jobs for creation, approval, and completion procedures.





Columbia County

REQUEST FOR PROPOSAL

Enterprise Resource Planning (ERP) System
August 14, 2017 • 5:00 pm PST



Wade Walker, Territory Manager
1656 S. East Bay Blvd. Ste. 100
Provo, UT 84606

(800) 228-9851
(801) 850-5085
pww@caselle.com

ORIGINAL



August 10, 2017

LaVena Sullivan, Accounting Clerk
Columbia County Finance
230 Strand St.
St. Helens, OR 97051

Dear LaVena:

Caselle, Inc. is pleased to have the opportunity to respond to Columbia County's Request for Proposal for an Enterprise Resource Planning (ERP) System. Our proposal is based on your requests and our prior experience in providing these services to clients with similar needs.

Caselle is uniquely qualified to provide the County with innovative yet practical solutions to maximize resources and address the County's software needs. In addition, we have the experience and resources necessary to meet your needs and assist you with this very important project. As the County considers which firm is best able to provide the software and services, there are several factors which distinguish our team.

Full Service Firm

Caselle provides a full range of software services specifically developed for cities, counties, and special service districts to approximately 1,200 clients in 32 states. These services include total turnkey software solutions. We are committed to enabling our clients to print accounts payable checks, payroll checks, and monthly reports immediately after our training. This process eliminates the need to run parallel systems.

Experience

We understand the demands on your time and the pressures you face. This understanding comes from our continuing relationship with our customers throughout the United States. Our team includes CPAs, trainers, and developers with over thirty years of training experience, and quality help desk analysts ready and waiting to answer your every question. With our years of service we have great success in converting data from all types of legacy software and implementing it into Caselle software.

Depth of Resources

Our project team members all have extensive software experience. All team members are available at any time for consultation. Our quality products and service will provide you with information you need to make timely and accurate management decisions, while meeting the needs of your constituents.

Commitment

Caselle has a long-standing tradition and solid reputation for providing high quality services to municipal government. Our experience with software and conversion services allows us to provide a highly efficient and cost-effective transition from your legacy system.

We appreciate the opportunity to respond to your request for proposal and would welcome the opportunity to meet with you to discuss and demonstrate specific aspects of it with you. This proposal represents a valid offer for ninety (90) days from proposal due date. I have authority to bind Caselle, however; Wade Walker will be your contact during the period of proposal evaluation.

If you have any questions or need additional information, feel free to contact either Wade Walker or myself at (800) 228-9851. We look forward to further discussing our solutions with you.

Sincerely,



Alan S. Hutchings
President

Firm Name:
Caselle, Inc
1656 S. East Bay Blvd.
Ste. 100
Provo, UT 84606
www.caselle.com

Primary Contact:
Wade Walker, Territory Manager
(800) 228-9851
(801) 850-5085 direct
pww@caselle.com

Secondary Contact:
Alan Hutchings, President
(800) 228-9851
(801) 850-5010 direct
ash@caselle.com

Columbia County, OR
Enterprise Resource Planning (ERP) System RFP

1	Company Information
2	Key Personnel
3	Customers & References
4	Scope of Work
5	Software Solution
6	System Configuration & Implementation
7	Interface Development
8	Data Conversion
9	Reporting & Workflow Setup
10	Testing
11	Project Management
12	Training
13	Documentation, Support & Maintenance
14	Fee Proposal
15	Statement of Assurance, Insurance

1. COMPANY INFORMATION

For over thirty five years Caselle has been providing software and services to local government. Our government customer base consists of approximately **1,200** satisfied municipalities, counties and service districts throughout the United States. Our clients have provided valuable product enhancement suggestions to us over the years. This has enabled Caselle to offer mature, feature-rich products to meet the needs of our growing and diverse clients.

All of our business (100%) is in local government. Our primary market exposure has been through direct sales, trade shows, and client referrals. Caselle appreciates the positive references and recommendations our customers give to their peers and business associates and are pleased that our customer retention, since 1983, exceeds 98%.

Caselle enjoys steady and manageable growth. This is attributed to several significant factors:

- Feature rich software
- Comprehensive training classes and materials
- Accurate data conversion
- Friendly, knowledgeable support personnel
- Sound financial and company management
- Highly skilled employees
- Continuous improvements to software

Company Headquarters

Caselle, Inc.
1656 S. East Bay Blvd.
Provo, UT 84606

Caselle's training center, customer support and implementation services are located at the above address. This same location would service Columbia County.

Financial Information

Caselle is a privately held company and considers financial information proprietary. Caselle has been a consistently profitable company for over 35 years. You may refer to Dun & Bradstreet for more information. D-U-N-S #: 10-688-4851.

Date & State of Incorporation

February 25, 1991
Utah

Research & Development

Our Research & Development team consists of three managers, fifteen software engineers, three product owners, three business analysts and a Publications Writer. Approximately 20 – 25% of our annual revenue is invested in application development and existing software upgrades and enhancements.

Organizational Structure

Development	<u>25</u>
Support	<u>25</u>
Implementation	<u>21</u>
Marketing & Sales	<u>6</u>
Network Services	<u>2</u>
Accounting/Administration	<u>6</u>
TOTAL	<u>85</u>

Banking Contact

Auston Belka
Wells Fargo Bank
86 N. University Ave.
Provo, UT 84601
(801) 793-7203

Independent Accountant

James A. Gilbert, CPA
Gilbert & Stewart, P.C.
190 W. 800 N.
Provo, UT 84601
(801) 377-5300

Corporate Counsel

McKay M. Pearson, Attorney at Law
Ray, Quinney & Nebeker
P.O. Box 45385
Salt Lake City, UT 84145-0385
(801) 532-1500

Copyrights and Trademarks

Scott B. Finlinson, Attorney at Law
Ray, Quinney & Nebeker
P.O. Box 45385
Salt Lake City, UT 84145-0385
(801) 532-1500

Attachment F: Company Background Form

Please complete one form for each firm included in the Proposal.

Company Background	
Company Name:	Caselle, Inc.
Location of corporate headquarters	1656 S. East Bay Blvd. Ste. 100 Provo, UT 84606
Location of key personnel to be assigned to implementation	Same as above
Proposer Experience	
# of years in business	38
# of years providing systems/services to public sector	38
# of clients (total) and # local government clients	1,200+ 1,200+
# of clients using Proposed software solution	500+
Last five most recent contracts and software installed	See attached sheet
Discuss biggest obstacle encountered in a recent municipal implementation and how you addressed the issue	See attached sheet

Company Background	
Identify other industries serviced (other than local government)	None
If Primary Proposer is third-party software solution implementer or if not Primary Proposer	
# of projects with proposed software solution or partnering with Primary Proposer	N/A
Official Partnership status/certification (if applicable)	N/A
About the Company	
Number of Total Employees:	85
Number of Employees Providing Implementation Services (if applicable)	21
Number of Employees Supporting Product (Maintenance and Support) (if applicable)	25
Certified Minority/Women Owned, Disadvantaged Business (Y/N; Certification #)	N

LAST FIVE MOST RECENT CONTRACTS & SOFTWARE INSTALLED

1. Lowell, OR (new contract, software not installed yet)

2 Concurrent User Licenses

General Ledger, miExcel GL, Payroll, Payroll Direct Deposit, Accounts Payable, AP Direct Payment, Utility Management, Cash Receipting, Online/Electronic Payments and Asset Management.

2. Veneta, OR (new contract, software not installed yet)

6 Concurrent User Licenses

General Ledger, Caselle Advantage Budgeting, Advantage Excel, Advantage Reports & Dashboards, miExcel GL, Payroll, Payroll Direct Deposit, Electronic W2/1099, Payroll Timekeeping, Human Resources, Accounts Payable, Purchases & Requisitions, Accounts Receivable, Check on Demand, Utility Management, Utility Electronic Reading Interface, Utility Service Orders, Utility Supplemental Billing, Utility Backflow Management, Cash Receipting, Online/Electronic Payments, Check Conversion, Asset Management, Court Management, Document Management and Project Accounting.

3. The Dalles, OR

11 Concurrent User Licenses

General Ledger, miExcel GL, Payroll, Payroll Direct Deposit, Electronic W2/1099, Payroll Timekeeping, Online Pay Stubs/W2's, Accounts Payable, AP Direct Payment, Purchases & Requisitions, Accounts Receivable, Check on Demand, Utility Management, Utility Electronic Reading Interface, Utility Direct Pay, Utility Service Orders, Utility Tax Certification, miExcel Utilities, Maintenance Orders, Cash Receipting, Online/Electronic Payments, Asset Management, Court Management, Property Improvements, Materials Management, Project Accounting and Document Management.

4. North Bend, OR

4 Concurrent User Licenses

General Ledger, miExcel GL, Payroll, Payroll Direct Deposit, Electronic W2/1099, Payroll Timekeeping, Human Resources, Online Pay Stubs/W2's, Accounts Payable, Accounts Receivable, Cash Receipting and Asset Management.

5. Hubbard, OR

4 Concurrent User Licenses

General Ledger, miExcel GL, Payroll, Payroll Direct Deposit, Electronic W2/1099, Online Pay Stubs/W2's, Accounts Payable, Check on Demand, Utility Management, Utility Electronic Reading Interface, Utility Service Orders, Utility Backflow Management, Cash Receipting, Online/Electronic Payments and Court Management.

BIGGEST OBSTACLE ENCOUNTERED IN A RECENT MUNICIPAL IMPLEMENTATION

The customer had a unique voucher process that they wanted to keep exactly the same. Their vouchers were generated from their legacy system almost as a "pre-check". They were approved individually and then the number was re-assigned to be a check number in their system.

The Caselle Accounts Payable application voucher process was unable to allow vouchers to be treated as a check number. So a unique process was designed where the vouchers were not numbered uniquely, but were numbered with a "batch processing date". We then included an incremental number at the end of that date. The reason we wanted a batch date, was to allow Caselle to obtain all of the vouchers that would be presented for payment on a Payment Approval Report. This report included legal wording and could be signed to meet their audit obligations. Once signed, all of the vouchers could be pulled up in a process by batch, quickly selected for payment and checks printed. The vendor history contained the original invoice, voucher with approval, and check.

The customer said this met their audit requirement and also streamlined their existing process.

2. KEY PERSONNEL

David S. Longhurst, Executive Vice President, Implementation

David has been with Caselle since 1994. For over 18 years he has consistently supervised the accurate conversion, setup and training of over 1,000 Caselle customer implementations. With his knowledge and experience, David assists our clients in developing project plans and timelines to ensure successful turn-key software implementations. Prior to 1994, he worked with two separate municipalities in Utah, gaining valuable knowledge in local government policies and procedures. David received a bachelor's degree in sociology from Brigham Young University as well as a master's degree in public administration from Brigham Young University. He is committed to the successful implementation and satisfaction of our many clients.

PROJECT MANAGER

Terese Mitchell

Terese received her Associate's Degree in Office Administration from Utah Valley University in 1994 and began working at Caselle soon after. Prior to joining Caselle, she worked for Nebo School District in the Operations Department. During her first four years at Caselle, she handled Utility management upgrades, trained and helped in Customer Service and did the company payroll. She took an extended break to raise a family and recently joined the Implementation team. She currently manages the conversion team and continues to help with Utility Management and Court Management upgrades.

TECHNICAL CONSULTANTS

David Dye

David has been with Caselle since 2001. He is a valuable member of the conversion team. David helps ensure the accurate and timely conversion of customer data to facility smooth software implementations. Prior to joining Caselle, he was employed as treasurer, city recorder and city manager for two separate Utah municipalities. David received a bachelor's degree in accounting from Weber State University. His prior experience with government accounting makes him a valuable resource for Caselle clients.

David Hutchings

David joined Caselle in 1997, and has proven to be invaluable when it comes to testing and identifying program problems. David graduated from Utah State University with a bachelor's degree in accounting. He has worked with Accounts Payable, Payroll, Check Writing and Government Reporting. Additionally, David is an expert when it comes to forms layout. He recently joined the Technical Consultant's team and is known throughout the company for his willingness to help.

Andrew Richards

Andrew joined Caselle in 2010. He is known for his proficiency in the Utility Management application. Andrew joined Caselle after graduating from Brigham Young University with a bachelor's degree in business management (corporate finance emphasis). While earning his degree, he taught the Czech language to over 60 young adults in a local language training institution. Andrew uses the teaching skills he obtained during this period to help both new and experienced customers better understand Caselle applications and functions. Since joining Caselle, Andrew has been expanding his knowledge base of Caselle applications to include Accounts Receivable, Backflow Management, Cash Receipting, Payroll and System Management.

Nilo Jeppson

Nilo received his BA from the University of Utah and his MBA from Western Governors University. He joined Caselle in 2008 as part of the Customer Service Department. His primary focus has been the Utility Management suite of applications. Over the years the list of applications supported has grown to include every application except payroll and pieces of the General Ledger. He has helped train both in-house and on-site, presented classes during the annual conference, and helped with quarterly user acceptance testing. During the last year and a half he has worked with the implementation department as a System Consultant and Technical Consultant. In his current role he assists customers in migrating their data to Caselle.

Zach Williams

Zach received his Bachelor's Degree in Accounting from Western Governors University. Prior to joining Caselle, he worked for Novell, Inc. improving efficiency within their Partner program. During his first two years at Caselle he handled implementation and training of financial applications. He currently works in the implementation department as a Technical Consultant managing new conversions and client determined projects.

SYSTEM CONSULTANTS**Richard Case**

Richard has been with Caselle for over 18 years. During his first few years at Caselle he handled Utility Management forms and worked on the upgrades. He then moved to Customer Service, working with and training our customers. Richard took an extended break to have heart valve surgery and now works with the Implementation Team as a System Consultant.

Terilee Hutchings

Terilee has over twenty five years of accounting and computer experience including six years as the Finance Director for The Daily Universe at Brigham Young University. She continues to work part-time at the university and at Caselle as a System Consultant. She specializes in upgrades with a focus on Payroll, Cemetery Management and the Property Improvements applications.

Nancy Johnson

Nancy grew up in Colorado and worked in her family's business for many years. She attended the University of Southern Colorado before moving to Utah to manage a retail store. Later, Nancy was hired by Spanish Fork City, UT as the Utility Billing Clerk. She worked there for eleven years, using Caselle software on a daily basis and serving on various committees. Nancy joined Caselle in 2007 utilizing her vast knowledge and experience with Utility Management software.

Spencer Lamb

Spencer received his Bachelors Degree in Accounting from Utah Valley University. He spent a few years doing Accounting before starting at Caselle. Since joining Caselle in 2015 he worked in Support specializing in Utility Management, Cash Receipting and Backflow Management. He is currently a System Consultant working on Utilities, Cash Receipting and General Ledger.

Blake Longhurst

Blake received his Bachelor's Degree in Accounting from Utah Valley University in 2015. He has worked with the implementation team ever since he started back in 2012 working on financial reports. Blake is still focused on upgrades and is also a System Consultant specializing in Community Development, Accounts Receivable, and Accounts Payable. Blake has helped design the Community Development application from the very beginning and enjoys working with the module every day.

Taylor Longhurst

Taylor has worked at Caselle for two years learning the Utility Billing applications. He worked as a Support Representative since he started and has now transitioned into the Implementation Department. He is currently working on a bachelor's degree from Utah Valley University and plans to graduate in 2018. Taylor has trained various modules in Caselle and looks forward to learning more and helping those using Caselle software.

Carol Pearson

Carol received her associate's degree in computer science from Salt Lake Community College. Carol has over twelve years of municipal court experience working for West Valley City Justice Court and the city of South Salt Lake Justice court. Since coming to Caselle in 2008, she has worked in Customer Service and with the development department to design the Clarity Court application. She is currently a System Consultant in Implementation specializing in Court Management, Payroll and Cash Receipting.

Brett Preston

Brett received his bachelor's degree in accounting from Utah Valley University in 2004. Prior to joining Caselle, he worked for Draper City in the finance department, using and maintaining Caselle software applications. Brett has worked in Customer Service and is currently working in Implementation as a System Consultant and Software Trainer. He specializes in the General Ledger, Accounts Payable, Accounts Receivable, Asset Management and Caselle Document Management applications.

Terri Renner

Terri joins Caselle from the City of Show Low, Arizona where she worked for six years as the Finance Supervisor. She was instrumental in implementing and using Caselle's Utility Billing, Cash Receipting, General Ledger, Accounts Payable, Cemetery Management and Property Improvements applications. She previously worked for the accounting firm of Ranstrom & Hall, CPA's. Her experience and knowledge with Caselle products gives her valuable insight in to what it takes to fully implement Caselle clients.

Kay Rohmer

Kay's expertise in General Ledger, Accounts Payable, Cash Receipting and Payroll comes from three years of rigorous on the job training at the City of West Wendover, Utah as well as four years of experience as court clerk for Eastline Justice Court and the City of West Wendover Municipal Court. Kay studied at the Utah Technical College, the University of Utah and the Northern Nevada College.

Leslie West

Raised in Virginia, Leslie graduated from Rick's College with an arts and sciences degree. She joined Caselle in 1997, assisting with data entry in all areas of conversion, printing customer reports and providing support information. Leslie's ability to learn quickly has expanded her responsibilities to helping with implementation and forms design. Always happy to help, Leslie is truly an asset to Caselle. As Leslie is hearing impaired, she is an expert lip reader.

Jamie White

Jamie received his bachelor's degree in business management from the University of Phoenix. He has worked in mining, manufacturing, service and software industries. Previous positions include Accountant and Fleet Coordinator with Boart Longyear, Expense Analyst and Relocation Coordinator with Prudential Relocation Services and Accountant with Infinity, Inc. Since joining Caselle, Jamie has worked in the customer Service, Implementation and Training departments.

ADMINISTRATIVE ASSISTANT**Connie Averett**

Connie joined Caselle's Implementation team in 2012. Previously she worked for Nature's Way and Adobe in various capacities including; Customer Service, Education Event Coordinator and as an Executive Assistant.

PRODUCT OWNERS**Ronn Gilson, Payroll & Human Resources, Property Improvements, Property Tax Collection.**

At Caselle, Ronn's name is synonymous with Payroll. He has a talent for resolving complex payroll issues such as unions, bargaining units and employee benefits. Prior to joining Caselle in 1997, Ronn worked as the general manager for Far West Consulting, a group of accountants who had an extremely diverse clientele and for McAfee Accot @ Stream Inc., working with product development and release. Ronn graduated for the College of Eastern Utah with a communications degree.

Larry Hutchings, Finance

Larry is your typical rocket scientist turned accountant who is actually far from typical. He has been training, converting data and supporting customers since joining Caselle in 1993. As a product owner he now helps oversee programming projects in the Development department. In addition to his strong Microsoft® Access skills, Larry has expertise in all Caselle applications. He graduated from Utah Valley state College with a bachelor's degree in business management with an emphasis in accounting.

Aaron Peterson, Utilities, Cash Receipting, Court, Community Development

Aaron received his bachelor's degree in business management from Brigham Young University and completed his master's of business administration at the University of Utah. He has worked in various industries and positions, including teaching at both the junior-high and high-school levels; supporting dental practice-management software as a technician for Dentrax Dental Systems in American Fork, Utah; and as national sales manager for Fine Line Footing Forms, a construction equipment manufacturing company.

3. CUSTOMERS & REFERENCES

City of Bandon	Lane Council of Governments
City of Brookings	City of Lincoln City
City of Canby	City of Madras
City of Cannon Beach	Mapleton Water District
City of Cascade Locks	City of Milton-Freewater
City of Condon	City of Mt. Angel
Coos County	City of Newport
City of Creswell	Northern Oregon Corrections
Curry County	City of Nyssa
City of Damascus	City of Philomath
City of Dayton	Redmond Fire & Rescue
City of Drain	City of Rockaway Beach
City of Dundee	Seal Rock Water District
City of Enterprise	City of Shady Cove
City of Florence	Sisters-Camp Sherman Rural Fire Protection District
City of Gold Beach	South Umpqua Water Association
City of Halsey	City of Stayton
City of Harrisburg	City of Sublimity
Heceta Water People's Utility District	City of Sutherlin
City of Hermiston	City of The Dalles
City of Hubbard	Tri City Water District
City of Hood River	City of Troutdale
City of Independence	City of Umatilla
City of Jefferson	Umpqua Basin Water Association
Jefferson County	City of Willamina
Klamath County Fire District #1	City of Vale
City of La Pine	Winston Dillard Water District
Town of Lakeview	City of Yoncalla

Client Name:	Jefferson County, OR
Contact Name / Title:	Brandie McNamee, Finance Director
Contact Email Address:	brandie.mcnamee@co.jefferson.or.us
Contact Phone Number:	(541) 325-5014
Software:	<i>7 Concurrent User Licenses</i> General Ledger, GL Interest Allocation, GL Investment Management, miExcel GL, Payroll, Payroll Direct Deposit, Electronic W2/1099, Human Resources, Accounts Payable, Check on Demand, Cash Receipting and Cemetery Management.

Client Name:	Lane Council of Governments, OR
Contact Name / Title:	Heidi Leyba, IS Program Manager
Contact Email Address:	(541) 682-4452
Contact Phone Number:	hleyba@lcog.org
Software:	<i>20 Concurrent User Licenses</i> General Ledger, Caselle Advantage Budgeting, Advantage Excel, Advantage Reports & Dashboards, Payroll, Payroll Direct Deposit, Electronic W2/1099, Payroll Timekeeping, Human Resources, Online Pay Stubs/W2's, miExcel Payroll, Accounts Payable, AP Direct Payment, Purchases & Requisitions, miExcel Accounts Payable, Accounts Receivable, Cash Receipting, Online/Electronic Payments and Project Accounting.

Client Name:	City of Silverton, OR
Contact Name / Title:	Kathleen Zaragoza, Finance Director
Contact Email Address:	kzaragoza@silverton.or.us
Contact Phone Number:	(503) 874-2203
Software:	<i>12 Concurrent User Licenses</i> General Ledger, Payroll, Payroll Direct Deposit, Electronic W2/1099, Payroll Timekeeping, Human Resources, Accounts Payable, Purchases & Requisitions, Accounts Receivable, Utility Management, Utility Electronic Reading Interface, Utility Direct Pay, Utility Backflow Management, Cash Receipting, Online/Electronic Payments, Asset Management, Business License, Court Management and Property Improvements.

3. CUSTOMERS & REFERENCES

City of Bandon	Lane Council of Governments
City of Brookings	City of Lincoln City
City of Canby	City of Madras
City of Cannon Beach	Mapleton Water District
City of Cascade Locks	City of Milton-Freewater
City of Condon	City of Mt. Angel
Coos County	City of Newport
City of Creswell	Northern Oregon Corrections
Curry County	City of Nyssa
City of Damascus	City of Philomath
City of Dayton	Redmond Fire & Rescue
City of Drain	City of Rockaway Beach
City of Dundee	Seal Rock Water District
City of Enterprise	City of Shady Cove
City of Florence	Sisters-Camp Sherman Rural Fire Protection District
City of Gold Beach	South Umpqua Water Association
City of Halsey	City of Stayton
City of Harrisburg	City of Sublimity
Heceta Water People's Utility District	City of Sutherlin
City of Hermiston	City of The Dalles
City of Hubbard	Tri City Water District
City of Hood River	City of Troutdale
City of Independence	City of Umatilla
City of Jefferson	Umpqua Basin Water Association
Jefferson County	City of Willamina
Klamath County Fire District #1	City of Vale
City of La Pine	Winston Dillard Water District
Town of Lakeview	City of Yoncalla

Client Name:	Jefferson County, OR
Contact Name / Title:	Brandie McNamee, Finance Director
Contact Email Address:	brandie.mcnamee@co.jefferson.or.us
Contact Phone Number:	(541) 325-5014
Software:	7 Concurrent User Licenses General Ledger, GL Interest Allocation, GL Investment Management, miExcel GL, Payroll, Payroll Direct Deposit, Electronic W2/1099, Human Resources, Accounts Payable, Check on Demand, Cash Receipting and Cemetery Management.

Client Name:	Lane Council of Governments, OR
Contact Name / Title:	Heidi Leyba, IS Program Manager
Contact Email Address:	(541) 682-4452
Contact Phone Number:	hleyba@lcog.org
Software:	20 Concurrent User Licenses General Ledger, Caselle Advantage Budgeting, Advantage Excel, Advantage Reports & Dashboards, Payroll, Payroll Direct Deposit, Electronic W2/1099, Payroll Timekeeping, Human Resources, Online Pay Stubs/W2's, miExcel Payroll, Accounts Payable, AP Direct Payment, Purchases & Requisitions, miExcel Accounts Payable, Accounts Receivable, Cash Receipting, Online/Electronic Payments and Project Accounting.

Client Name:	City of Silverton, OR
Contact Name / Title:	Kathleen Zaragoza, Finance Director
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Columbia County, OR - Example Implementation Schedule - Start Date of October 1, 2017 - Exported Tasks

Task Number	Name	Description	Assignments	Duration	Projected Start Date	Projected Completion Date
1	Sales/ Client/ Imp Handoff Call	Held with Sales/Client/Implementation Dept	Job Role: Implementation Director	7 Days	10/2/17	10/10/17
2	Send Implementation Packet	Includes Flow Chart of Phases Implementation Packet includes Checklist for each Application and what has been submitted by client. **Data and Balancing reports will need to be submitted at a minimum of two times throughout the process.	Job Role: Project Manager	10 Days	10/11/17	10/24/17
3	Received Preliminary Questionnaire	Client Returns completed Questionnaire	Job Role: Project Manager	1 Day	11/15/17	11/15/17
4	User/System Mgmt Discussion	Explain Users and security options with Caselle	Job Role: Project Manager	1 Day	12/19/17	12/19/17
5	Send Application Questionnaires	Questionnaires review basic of the procedures for the applications purchased.	Job Role: Project Manager	1 Day	11/21/17	11/21/17
6	Received Questionnaires/Assign Project	When all requested information is returned this begins the Setup Phase. Technical Consultants will then begin with Client to get a data sampling and determine how best to help the client extract data into Load Tables.	Job Role: Project Manager	1 Hour	12/18/17	12/18/17
7	Review of Data Load Tables with Customer - Data Analysis	Discovery call to determine how best to help Customer prepare load tables. Initial Data may be pulled and is usually only a sample.	Job Role: Technical Consultant	1 Day	12/18/17	12/18/17
8	Database Creation		Job Role: Implementation Specialist	1 Day	10/25/17	10/25/17
9	Installation Info/ Emails to Executech/ Customer - Have Executech install the Demo Database in Addition	Once Setup has begun, Contacts will be shared with Executech and the Clients IT personnel for the Caselle Installation.	Job Role: Implementation Specialist	10 Days	12/18/17	1/2/18
10	Schedule MOCK Data Pull/Customer Deadlines	Once review has setup has been completed - Then discussion is held as to determine which is the best time for a full data pull with balancing reports for each application requiring conversion. At this time -- Mock Training dates will be established. Mock Training Includes: Review of the Preliminary Mock Data that has been converted. Review of critical processes within Caselle. Printing of all Forms for approval Review data from Conversion. Identify any missing items.	Job Role: Project Manager	5 Days	1/17/18	1/23/18
11	Schedule LIVE Data Pull/Customer Deadlines	Tentative Live Dates are planned when the Mock Review and Training is Scheduled. **These dates are tentative depending upon the successful completion of the Mock Training. **Dates are Determined for when New Load Tables with balancing reports will be required.	Job Role: Project Manager	5 Days	2/8/18	2/14/18
12	Support Handoff/Training Notes	Items unique to the Client are documented during training and conversion. Every effort is taken to help the Caselle Customer Service Department become familiar with the Clients process for future help. These items are reviewed with the Support Manager and the Implementation Director at the conclusion of go live and follow up items from System Consultants and Technical Consultants. Normally there is a 30-60 day time period where the System Consultant will continue to work with you in conjunction with the Support Department while you are new to Caselle.	Job Role: Project Manager	7 Days	2/23/18	3/5/18



Columbia County, OR - Example Implementation Schedule - Start Date of October 1, 2017 - Exported Tasks (cont'd)

Task Number	Name	Description	Assignments	Duration	Projected Start Date	Projected Completion Date
13	Final Invoice - Specify Applications if Needed	If there are any applications that were determined to not be of need to the Client - appropriate Credit is issued. Also there may be additional invoicing of items that the Client would have pre-approved in advance.	Job Role: Project Manager	1 Day	2/21/18	2/22/18
14	Update Security/ Support Billings	The Client receives two free months of support with no monthly service fee at the conclusion of Conversion. This task determines when the normal monthly maintenance fee will begin.	Job Role: Product Owner	1 Day	2/22/18	2/23/18
15	Final Cost Analysis/ Project Review/ Balancing Reports	The project is reviewed to determine what Caselle has learned from the project to improve future conversions and all balancing reports for the Conversion from the Clients Legacy system are archived - if needed in the future.	Job Role: Implementation Director	1 Day	2/28/18	2/28/18
16	Burn Data CD for Back-Up		Job Role: Implementation Specialist	1 Day	5/24/18	5/24/18
17	General Ledger Conversion	Includes Budgeting, Bank Reconciliation		50 Days	12/15/17	2/26/18
18	Phase 1 - Setup			22 Days	12/15/17	1/17/18
19	GL Questionnaire/Reports Collected	Client has submitted all necessary information	Job Role: Project Manager	1 Day	12/15/17	12/15/17
20	GL Basic Setup - Chart of Accounts / Conference Call	1) Chart of Accounts - Mask 2) Setup GL Accounts (Payroll, Utilities, Clearing accounts) 3) Pull in Master Report Definitions - I:\mp\Report Definitions Masters 4) Conference Call - Determine Balancing Reports with Customer / Email actual Legacy report names to TC	Job Role: System Consultant	1 Week	12/18/17	12/27/17
21	GL Send Load Table and Review			14 Days	12/19/17	1/9/18
22	GL Customer Contract	Define TC and customer expectations for load table population and supplemental data	Job Role: Technical Consultant	3 Days	12/19/17	12/21/17
23	GL Data Acquisition	TC has received data in Load Table format or previously discussed format	Job Role: Technical Consultant	5 Days	12/22/17	1/1/18
24	GL Quality Assurance Sign-off/Estimate	QA steps are complete and an issues and assumptions list has been generated. PM has been notified on task expectations and warning signs for any data related issues. Issues and assumptions list is pushed to SC for review.	Job Role: Technical Consultant	1 Day	1/2/18	1/2/18
25	GL Load Table - Review Issues and Assumptions with Customer / System Consultant	1) TC reviews list and fixes issues that they can 2) SC reviews list and fixes what they can (setup/translate related) 3) TC/SC/customer discusses how to handle remaining issues 4) TC/SC/customer determine reporting capabilities - set expectations on how data will be converted and displayed in Caselle 5) SC/TC will determine with Customer what Balancing Reports will be used Trial Balance, Budget Report, Financial Statement - Email actual Legacy report names to TC 6) TC/SC/customer determine MOCK data pull date - post update with date included to PMs 7) TC loads Issues report to Workfront and sends to customer	Job Role: System Consultant, Job Role: Technical Consultant	5 Days	1/3/18	1/9/18
26	GL Convert Initial Load Table			6 Days	1/10/18	1/17/18
27	GL Peer Review	Present overview of conversion, data and issues with Data Services team.	Job Role: Technical Consultant	1 Day	1/10/18	1/10/18
28	GL Conversion Overview & Read Me	Read me file is complete and a basic conversion is in place. The basic conversion does not include fixes from issues and assumptions.	Job Role: Technical Consultant	5 Days	1/11/18	1/17/18
29	Phase 2 - Mock			26.88 Days	12/27/17	2/1/18



Columbia County, OR - Example Implementation Schedule - Start Date of October 1, 2017 - Exported Tasks (cont'd)

Task Number	Name	Description	Assignments	Duration	Projected Start Date	Projected Completion Date
30	GL Database Setup - Finalize	Complete all Setup	Job Role: System Consultant	5 Days	12/27/17	1/3/18
31	GL MDP & Reports	Pull Full Data Set with Balancing Reports	Job Role: Technical Consultant	1 Day	1/24/18	1/24/18
32	GL Mock Convert Load Tables - Update Issues and Assumptions	Review with Client all data that does not convert and determine how to proceed	Job Role: Technical Consultant	3 Days	1/25/18	1/29/18
33	GL QA	1) Verify Trial Balance & Budget balances with old system 2) Bank Rec 3) Financial Statements 4) Checklists & Reports 5) Checkout 6) Subsystem balancing reports 7) Zip data and place in SEND/MOCK folder	Job Role: System Consultant, Job Role: Technical Consultant	5 Days	1/25/18	1/31/18
34	GL Mock Data Sent to Customer	Clients Converted data is loaded for them to Review	Job Role: Implementation Specialist	0.5 Days	2/1/18	2/1/18
35	GL Mock Training	Review the following with the Customer: 1) Checklist 2) Trial Balance * 3) Review Setup as needed: Chart of Accounts - Review Headers 4) Review Banks - Discuss Current Bank Reconciliation 5) Review Journal Codes - Discuss Cash Type Journals 6) Financial Strmts - Review what Caselle has - Ask what they want FS10 - Balance Sheet with Rev/Exp Compared to Budget FS15 - Fund Summary FS13 - Expenditures Only FS12 - Revenue Only FS14 - Income Statement FS01 - Cash Allocation Reconciliation 7) Review Budget Worksheet Capabilities	Job Role: System Consultant	0.5 Days	2/1/18	2/1/18
36	Phase 3 - Live			8 Days	2/14/18	2/26/18
37	GL LDP & Reports	Pull Full Data Set with Balancing Reports	Job Role: Technical Consultant	0 Days	2/14/18	2/14/18
38	GL Live Convert Load Tables - Update Issues and Assumptions	Review with Client all data that does not convert and determine how to proceed.	Job Role: Technical Consultant	1 Day	2/15/18	2/15/18
39	GL Live Setup/ Steps	Final completion of remaining conversion items	Job Role: Technical Consultant, Job Role: System Consultant	3 Days	2/15/18	2/19/18
40	GL Archive Data/Balancing Reports	Critical data and balancing reports are archived	Job Role: Technical Consultant, Job Role: System Consultant	5 Days	2/20/18	2/26/18
41	GL Live Training		Job Role: System Consultant	1.5 Days	2/20/18	2/21/18
42	GL Live Data Sent to Customer		Job Role: Implementation Specialist	0.5 Days	2/21/18	2/21/18
43	GL Live Follow-Up	Any identified outstanding items are gathered and a plan established to help Customer to be successful with Caselle	Job Role: System Consultant	1 Day	2/21/18	2/22/18
44	GL Post Live Fixes (TC)	normally not required.	Job Role: Technical Consultant	1 Day	2/21/18	2/22/18
45	GL Update CIMS	Document when training and conversion was completed.	Job Role: Implementation Specialist	0.5 Days	2/21/18	2/21/18
46	Accounts Payable Conversion			50 Days	12/15/17	2/26/18
47	Phase 1 - Setup			27 Days	12/15/17	1/24/18
48	AP Questionnaire/Reports Collected	Client has submitted all necessary information	Job Role: Project Manager	1 Day	12/15/17	12/15/17



Columbia County, OR - Example Implementation Schedule - Start Date of October 1, 2017 - Exported Tasks (cont'd)

Task Number	Name	Description	Assignments	Duration	Projected Start Date	Projected Completion Date
49	AP Database Setup / Conference Call	1) Conference Call - Determine Balancing Reports with Customer / Email actual Legacy report names to TC	Job Role: System Consultant	5 Days	12/18/17	12/27/17
50	AP Send Load Table and Review			19 Days	12/19/17	1/16/18
51	AP Customer Contract	Define TC and customer expectations for load table population and supplemental data	Job Role: Technical Consultant	3 Days	12/19/17	12/21/17
52	AP Data Acquisition	TC has received data in Load Table format or previously discussed format	Job Role: Technical Consultant	5 Days	12/22/17	1/1/18
53	AP Quality Assurance Sign-off / Estimate	QA steps are complete and an issues and assumptions list has been generated. PM has been notified on task expectations and warning signs for any data related issues. Issues and assumptions list is pushed to SC for review.	Job Role: Technical Consultant	1 Day	1/2/18	1/2/18
54	AP Load Tables - Review Issues and Assumptions with Customer / System Consultant	1) TC reviews list and fixes issues that they can 2) SC reviews list and fixes what they can (setup/translate related) 3) TC/SC/customer discusses how to handle remaining issues 4) TC/SC/customer determine reporting capabilities - set expectations on how data will be converted and displayed in Caselle 5) SC/TC will determine with Customer what Balancing Reports will be used Unpaid Invoice Report, Aging Report, 1099 Vendors/Amounts - Email actual Legacy report names to TC 6) TC/SC/customer determine MOCK data pull date - post update with date included to PMs 7) TC loads Issues report to Workfront and sends to customer	Job Role: System Consultant, Job Role: Technical Consultant	2 Weeks	1/3/18	1/16/18
55	AP Convert Initial Load Table			6 Days	1/17/18	1/24/18
56	AP Peer Review	Present overview of conversion, data and issues with Data Services team.	Job Role: Technical Consultant	1 Day	1/17/18	1/17/18
57	AP Conversion Overview & Read Me	Read me file is complete and a basic conversion is in place. The basic conversion does not include fixes from issues and assumptions.	Job Role: Technical Consultant	5 Days	1/18/18	1/24/18
58	Phase 2 - Mock			32.88 Days	12/18/17	2/2/18
59	AP Forms		Job Role: Implementation Specialist	1 Week	12/18/17	12/27/17
60	AP MDP & Reports	Pull Full Data Set with Balancing Reports	Job Role: Technical Consultant	1 Day	1/25/18	1/25/18
61	AP Mock Convert Load Tables - Update Issues and Assumptions	Review with Client all data that does not convert and determine how to proceed	Job Role: Technical Consultant	3 Days	1/26/18	1/30/18
62	AP QA		Job Role: System Consultant, Job Role: Technical Consultant	1 Week	1/26/18	2/1/18
63	AP Mock Data Sent To Customer	Clients converted data is loaded for them to Review	Job Role: Implementation Specialist	0.5 Days	2/2/18	2/2/18
64	AP Mock Training		Job Role: System Consultant	0.5 Days	2/2/18	2/2/18
65	Phase 3 - Live			8 Days	2/14/18	2/26/18
66	AP LDP & Reports	Pull Dull Data Set with Balancing Reports	Job Role: Technical Consultant	0 Days	2/14/18	2/14/18
67	AP Live Convert Load Tables - Update Issues and Assumptions		Job Role: Technical Consultant	1 Day	2/15/18	2/15/18
68	AP Live Setup / Steps	Final completion of remaining conversion items	Job Role: Technical Consultant, Job Role: System Consultant	3 Days	2/15/18	2/19/18



Columbia County, OR - Example Implementation Schedule - Start Date of October 1, 2017 - Exported Tasks (cont'd)

Task Number	Name	Description	Assignments	Duration	Projected Start Date	Projected Completion Date
69	AP Archive Data/Balancing Reports	Critical data and balancing reports are archived	Job Role: System Consultant, Job Role: Technical Consultant	5 Days	2/20/18	2/26/18
70	AP Live Training		Job Role: System Consultant	0.5 Days	2/20/18	2/20/18
71	AP Live Data Sent to Customer		Job Role: Implementation Specialist	0.5 Days	2/20/18	2/20/18
72	AP Live Follow-up	Any identified outstanding items are gathered and a plan established to help Customer to be successful with Caselle	Job Role: System Consultant	1 Day	2/20/18	2/21/18
73	AP Post Live Fixes (TC)	normally not required.	Job Role: Technical Consultant	1 Day	2/20/18	2/21/18
74	AP Update CIMS	Document when training and conversion was completed	Job Role: Implementation Specialist	0.5 Days	2/20/18	2/20/18
75	Accounts Receivable Conversion			50 Days	12/15/17	2/26/18
76	Phase 1 - Setup			18 Days	12/15/17	1/11/18
77	AR Questionnaire/Reports Collected	Client has submitted all necessary information	Job Role: Project Manager	1 Day	12/15/17	12/15/17
78	AR Basic Setup - Categories/Rates / Conference Call	1) Setup Categories 2) Setup Rates 3) Conference Call - Determine Balancing Reports with Customer / Email actual Legacy report names to TC	Job Role: System Consultant	1 Week	12/18/17	12/27/17
79	AR Send Load Table and Review			2 Weeks	12/19/17	1/3/18
80	AR Customer Contract	Define TC and customer expectations for load table population and supplemental data	Job Role: Technical Consultant	3 Days	12/19/17	12/21/17
81	AR Data Acquisition	TC has received data in Load Table format or previously discussed format	Job Role: Technical Consultant	5 Days	12/22/17	1/1/18
82	AR Quality Assurance Sign-off/Estimate	QA steps are complete and an issues and assumptions list has been generated. PM has been notified on task expectations and warning signs for any data related issues. Issues and assumptions list is pushed to SC for review.	Job Role: Technical Consultant	1 Day	1/2/18	1/2/18
83	AR Load Table - Review Issues and Assumptions with Customer / System Consultant	1) TC reviews list and fixes issues that they can 2) SC reviews list and fixes what they can (setup/translate related) 3) TC/SC/customer discusses how to handle remaining issues 4) TC/SC/customer determine reporting capabilities - set expectations on how data will be converted and displayed in Caselle 5) SC/TC will determine with Customer what Balancing Reports will be used Aging Report, Open Invoices - Email actual Legacy report names to TC 6) TC/SC/customer determine MOCK data pull date - post update with date included to PMs 7) TC loads Issues report to Workfront and sends to customer	Job Role: System Consultant, Job Role: Technical Consultant	1 Day	1/3/18	1/3/18
84	AR Convert Initial Load Table			6 Days	1/4/18	1/11/18
85	AR Peer Review	Present overview of conversion, data and issues with Data Services team.	Job Role: Technical Consultant	1 Day	1/4/18	1/4/18
86	AR Document & Commit Conversion	Read me file is complete and a basic conversion is in place. The basic conversion does not include fixes from issues and assumptions.	Job Role: Technical Consultant	5 Days	1/5/18	1/11/18
87	Phase 2 - Mock			31.88 Days	12/18/17	2/1/18
88	AR Database Setup - Finalize	Complete all Setup	Job Role: System Consultant	5 Days	12/27/17	1/3/18
89	AR Forms		Job Role: Implementation Specialist	1 Week	12/18/17	12/27/17



Columbia County, OR - Example Implementation Schedule - Start Date of October 1, 2017 - Exported Tasks (cont'd)

Task Number	Name	Description	Assignments	Duration	Projected Start Date	Projected Completion Date
90	AR MDP & Reports	Pull Full Data Set with Balancing Reports	Job Role: Technical Consultant	1 Day	1/24/18	1/24/18
91	AR Mock Convert Load Tables - Update Issues and Assumptions	Review with Client all data that does not convert and determine how to proceed	Job Role: Technical Consultant	3 Days	1/25/18	1/29/18
92	AR QA		Job Role: System Consultant, Job Role: Technical Consultant	1 Week	1/25/18	1/31/18
93	AR Mock Data Sent To Customer	Clients converted data is loaded for them to Review	Job Role: Implementation Specialist	0.5 Days	2/1/18	2/1/18
94	AR Mock Training		Job Role: System Consultant	0.5 Days	2/1/18	2/1/18
95	Phase 3 - Live			8 Days	2/14/18	2/26/18
96	AR LDP & Reports	Pull Dull Data Set with Balancing Reports	Job Role: Technical Consultant	0 Days	2/14/18	2/14/18
97	AR Live Convert Load Tables - Update Issues and Assumptions		Job Role: Technical Consultant	1 Day	2/15/18	2/15/18
98	AR Live Setup / Steps	Final completion of remaining conversion items	Job Role: System Consultant, Job Role: Technical Consultant	3 Days	2/15/18	2/19/18
99	AR Archive Data/Balancing Reports	Critical data and balancing reports are archived	Job Role: System Consultant, Job Role: Technical Consultant	5 Days	2/20/18	2/26/18
100	AR Live Training		Job Role: System Consultant	0.5 Days	2/20/18	2/20/18
101	AR Live Data Sent to Customer		Job Role: Implementation Specialist	0.5 Days	2/20/18	2/20/18
102	AR Live Follow-up	Any identified outstanding items are gathered and a plan established to help Customer to be successful with Caselle	Job Role: System Consultant	1 Day	2/20/18	2/21/18
103	AR Update CIMS	Document when training and conversion was completed	Job Role: Implementation Specialist	0.5 Days	2/20/18	2/20/18
104	Cash Receipting Setup			46 Days	12/15/17	2/20/18
105	Phase 1 - Setup			37 Days	12/15/17	2/7/18
106	CR Questionnaire/Reports Collected	Client has submitted all necessary information	Job Role: Project Manager	1 Day	12/15/17	12/15/17
107	CR Conference Call / Online / Printers		Job Role: System Consultant	1 Week	12/18/17	12/27/17
108	CR Mock Setup / Steps / Users / Distributions / Categories		Job Role: System Consultant	1 Week	2/1/18	2/7/18
109	Phase 2 - Mock			1.5 Days	2/8/18	2/9/18
110	CR Mock Data Sent To Customer	Clients converted data is loaded for them to Review	Job Role: Implementation Specialist	1 Day	2/8/18	2/8/18
111	CR Mock Training		Job Role: System Consultant	0.5 Days	2/9/18	2/9/18
112	Phase 3 - Live			2.5 Days	2/16/18	2/20/18
113	CR Live Setup / Steps	Final completion of remaining conversion items	Job Role: System Consultant	1 Day	2/16/18	2/19/18
114	CR Live Training		Job Role: System Consultant	0.5 Days	2/19/18	2/19/18
115	CR Live Data Sent to Customer		Job Role: Implementation Specialist	0.5 Days	2/20/18	2/20/18



Columbia County, OR - Example Implementation Schedule - Start Date of October 1, 2017 - Exported Tasks (cont'd)

Task Number	Name	Description	Assignments	Duration	Projected Start Date	Projected Completion Date
116	CR Live Follow-up	Any identified outstanding items are gathered and a plan established to help Customer to be successful with Caselle	Job Role: System Consultant	1 Day	2/20/18	2/20/18
117	CR Update CIMS	Document when training and conversion was completed	Job Role: Implementation Specialist	0.5 Days	2/20/18	2/20/18
118	Asset Management Conversion			51 Days	12/15/17	2/27/18
119	Phase 1 - Setup			23.38 Days	12/15/17	1/19/18
120	AM Questionnaire/Reports Collected	Client has submitted all necessary information	Job Role: Project Manager	1 Day	12/15/17	12/15/17
121	AM Send Import Spreadsheet to Customer		Job Role: System Consultant	2 Hours	12/18/17	12/18/17
122	AM Received Completed Import Spreadsheet		Job Role: System Consultant	1 Day	1/3/18	1/4/18
123	AM Basic Setup - Dept/Types/Class / Conference Call		Job Role: System Consultant	1 Week	1/4/18	1/11/18
124	AM Database Setup - Finalize	Complete all Setup	Job Role: System Consultant	5 Days	1/11/18	1/18/18
125	Schedule Live Data Pull - Coordinate with PM		Job Role: System Consultant	1 Day	1/18/18	1/19/18
126	Phase 3 - Live			9 Days	2/15/18	2/27/18
127	AM LDP & Reports	Pull Dull Data Set with Balancing Reports	Job Role: System Consultant	1 Day	2/15/18	2/15/18
128	AM Live Setup/ Steps	Final completion of remaining conversion items	Job Role: System Consultant	3 Days	2/16/18	2/20/18
129	AM Archive Data/Balancing Reports	Critical data and balancing reports are archived	Job Role: System Consultant	5 Days	2/21/18	2/27/18
130	AM Live Training		Job Role: System Consultant	0.5 Days	2/21/18	2/21/18
131	AM Live Data Sent to Customer		Job Role: Implementation Specialist	0.5 Days	2/21/18	2/21/18
132	AM Live Follow-Up	Any identified outstanding items are gathered and a plan established to help Customer to be successful with Caselle	Job Role: System Consultant	1 Day	2/21/18	2/22/18
133	AM Update CIMS	Document when training and conversion was completed	Job Role: Implementation Specialist	0.5 Days	2/21/18	2/21/18
134	Project Accounting Setup			8.12 Days	12/15/17	12/29/17
135	Phase 1 - Setup			6.12 Days	12/15/17	12/27/17
136	PA Questionnaire Collected	Client has submitted all necessary information	Job Role: Project Manager	1 Day	12/15/17	12/15/17
137	PA Database Setup / Conference Call		Job Role: System Consultant	5 Days	12/18/17	12/27/17
138	Phase 3 - Live			2 Days	12/27/17	12/29/17
139	PA Live Data Sent to Customer		Job Role: Implementation Specialist	0.5 Days	12/27/17	12/27/17
140	PA Live Training		Job Role: System Consultant	0.5 Days	12/27/17	12/28/17
141	PA Live Follow-Up	Any identified outstanding items are gathered and a plan established to help Customer to be successful with Caselle	Job Role: System Consultant	1 Day	12/28/17	12/29/17
142	PA Update CIMS	Document when training and conversion was completed	Job Role: Implementation Specialist	0.5 Days	12/28/17	12/28/17



Columbia County, OR - Example Implementation Schedule - Start Date of October 1, 2017 - Exported Tasks (cont'd)

Task Number	Name	Description	Assignments	Duration	Projected Start Date	Projected Completion Date
143	AP Purchase Orders			47.5 Days	12/15/17	2/22/18
144	APP Questionnaire/Reports Collected	Client has submitted all necessary information	Job Role: Project Manager	1 Day	12/15/17	12/15/17
145	APP Complete Purchase Order Forms - Load if Needed		Job Role: Implementation Specialist	1 Day	12/18/17	12/19/17
146	APP Complete Setup		Job Role: System Consultant	1 Day	2/20/18	2/20/18
147	APP Live Training		Job Role: System Consultant	1 Day	2/21/18	2/21/18
148	APP Update CIMS	Document when training and conversion was completed	Job Role: Implementation Specialist	0.5 Days	2/22/18	2/22/18
149	Caselle Document Management			97 Days	10/11/17	2/28/18
150	DMC Submit Sales Order to E-File		JuliAnne Iba, Job Role: Implementation Specialist	1 Day	10/11/17	10/11/17
151	DMC Received Keys from E File		Job Role: Implementation Specialist	10 Days	10/12/17	10/25/17
152	DMC Send Keys to Executech - Installation Completed		Job Role: Implementation Specialist	10 Days	2/15/18	2/28/18
153	DMC Schedule Training		Job Role: Project Manager	1 Day	2/21/18	2/22/18
154	DMC Live Training & Setup		Job Role: System Consultant	0.5 Days	2/22/18	2/22/18
155	DMC Follow Up Training - Check on Customer		Job Role: System Consultant	1 Day	2/23/18	2/23/18
156	DMC Update CIMS	Document when training and conversion was completed	Job Role: Implementation Specialist	0.5 Days	2/23/18	2/23/18
157	CR Online Payments \ CC Interface			22 Days	2/9/18	3/13/18
158	CRX Contact Customer - Xpress/Schedule		Job Role: System Consultant	1 Day	2/9/18	2/12/18
159	CRX Contact Customer to Review Online Payment Procedures and if working properly		Job Role: System Consultant	5 Days	3/6/18	3/12/18
160	CRX Update CIMS	Document when training and conversion was completed	Job Role: Implementation Specialist	0.5 Days	3/13/18	3/13/18
161	GL Excel Add In			3 Days	2/21/18	2/26/18
162	XLG Schedule Training		Job Role: Project Manager	1 Day	2/21/18	2/22/18
163	XLG Send Zip File		Job Role: Implementation Specialist	1 Day	2/22/18	2/23/18
164	XLG Live Training - Setup		Job Role: System Consultant	0.5 Days	2/23/18	2/23/18
165	XLG Update CIMS	Document when training and conversion was completed	Job Role: Implementation Specialist	0.5 Days	2/26/18	2/26/18
166	Caselle Advantage	Includes Excel Designer and Reporting		7 Days	2/22/18	3/5/18
167	Send / Receive Questionnaire		Job Role: Implementation Specialist	1 Day	2/22/18	2/23/18
168	Pull the AAD AAS, PRO, GLO Data		Job Role: Technical Consultant	1 Day	2/23/18	2/26/18
169	Review basic position based budget template with Customer		Job Role: System Consultant	1 Day	2/26/18	2/27/18
170	Complete the set up		Job Role: System Consultant	1 Day	2/27/18	2/28/18



Columbia County, OR - Example Implementation Schedule - Start Date of October 1, 2017 - Exported Tasks (cont'd)

Task Number	Name	Description	Assignments	Duration	Projected Start Date	Projected Completion Date
171	Install Caselle Advantage		Job Role: System Consultant	1 Day	2/28/18	3/1/18
172	Schedule Training		Job Role: Implementation Specialist	1 Day	3/1/18	3/2/18
173	Complete Training		Job Role: System Consultant	1 Day	3/2/18	3/5/18

Attachment B

Proposer: Caselle, Inc.

COLUMBIA COUNTY ERP FUNCTIONAL REQUIREMENTS

Instructions: Proposers must use one code only per requirement. The following answer key must be used when responding to the requirement.

Y = Yes - The application as delivered or with minimal configuration (under 4 hours) can support requirement with no change to source code

YC = Yes, With Added Cost – The application can be configured to support the business requirement without source code changes. The level of effort should be described in the comments section, e.g. minor (under 8 hours), moderate (less than 16 hours), or large (less than 24 hours)

TP = Yes, With Third-Party Integration – The business requirement can be achieved with a third party or company product. The recommended company and product name(s) should be described in the comments section and participate in the demo to show functionality.

N = No - The business requirement cannot be reasonably achieved with the solution, e.g. not available, requires custom code or extensive configuration.

Proposer's Functionality Section available at end of this file. Use to indicate other system functionality that could benefit the County's ERP goals. Also use if the requirement description does not completely reflect the capacity of Proposer's solution, code "N" and in Comments column indicate that a more precise description of system functionality has been added to the Proposer's Functionality Section.

* NOTE: ATTACHMENT B Functional Requirements is password protected to prevent changes to the RFP's functional requirements list.

Item	Process	Requirement Description	Code	Module/System	Comments
General Technology and System-Wide Capability Requirements					
1	After Hours Tasks	Provide procedures queue for "after-hours" tasks, including daily backup procedures, automatic production of reports, etc.	Y		
2	Alerts	Ability to monitor accounts that are close to spent or overspent, as compared to budget, track grant compliance items and receive alerts or notifications.	Y		
3	Application Program Interface (API)	The system should have open/public APIs for ease of integration with key identified County systems. See list in Section II.D. of RFP.	Y		API's and Web Services are available for many Caselle applications. More detailed information is needed to answer accurately. Customization may be required.
4	Attach documents	System allows file attachments of electronic documents and images in multiple formats (pdf, word, excel, etc.) throughout the system.	Y		
5	Audit Trail	Log all update transactions in a secure audit trail. Provide clear trails of all transactions from source data entry through summarization at higher levels or integration with other systems.	Y		
6	Audit Trail Reporting	Reporting on audit changes including Date, Time, user, info prior to change, IP address, changed information. Ability to set up rule-based, real-time notifications to select users set to approve change/review change.	Y		
7	Audit - general	Ability to capture transaction counts and other statistical data by department, fund, transaction type, period, etc.	Y		
8	Automation	Ability to define rule-based processes to be performed automatically	Y		
9	Comment Fields	Ability to support comment fields across master files and transactions.	Y		
10	Copy/Clone	Ability to copy, reverse or memorize previous documents, journal entries, projects; GL segments by fund, object code, dept; budgets, etc.	Y		
11	Data Base	Microsoft SQL	Y		
12	Data Base	Provides Data Dictionary. Documentation of all tables, fields mapped to user interfaces. County ability to map its specific business processes to this information. System update documentation easily allows County to identify specific changes that may impact business processes.	Y		
13	Data Entry	Ability to capture data entry in "disconnected" mode, and then automatically update the system once connectivity is re-established	N		
14	Data Entry	Ability to provide rules-based data validation for select fields	Y		
15	Data Entry	Ability to allow an administrator to configure which business processes are prompted with a confirmation/ warning to proceed	Y		

Item	Process	Requirement Description	Code	Module/System	Comments
16	Data Entry - Efficiency/User Friendly	Provide data entry option through drop-down menus or pick lists for all codes currently available in the system. Smart hierarchy capacity to only display codes available within user-defined code segments or other relevant criteria.	Y		
17	Data Entry - Efficiency/User Friendly	Ability to provide reasonable default values, pre-fill fields from system tables whenever possible, screen advance only after all required fields entered, require fields only when necessary, context "hints" for fields, ability to keyboard through screens without needing mouse, etc.	Y		
18	Data Entry - Efficiency/User Friendly	Standard tables used to prefill data (ex. zipcode entry autofills city, state), two character search (ex ability to key "OR" in state, not limited to "O" that selects Ohio, requiring use of mouse to select "OR")	Y		Many prefilled data elements exist, however zip codes do not populate the city and state
19	Data Entry - Real Time	Data entry is real time across system. Ability to provide real time approvals, reporting and Inquiry.	Y		
20	User Defined Fields	Ability to add user-defined fields that can be reported on.	Y		
21	Filters	Ability to apply filters by user and globally, e.g. to hide deleted transactions, inactive accounts, projects or vendors, etc.	Y		
22	Import / Export	System allows upload options from excel, CSV files into general ledger, subledgers, budget, statistical tables, etc. and data set download from all modules. Ability to make mass appends to subledgers and tables (GL code strings, vendors, project master files, customers, etc.) in system.	Y		
23	Import / Export	Ability to import and export data using web services and/or APIs	Y		
24	Management Review	The system should support alerts, workflows, department-specific reports both to facilitate efficient management review across all organization as well as to document which departments are carrying out appropriate management review programs and which need support	Y		
25	Mobile Technology	The system should support mobile technology.	Y		
26	Printing	Ability to report to screen, to printer or to Excel and PDF files. Ability to send to other user via alert or as attachment to system-generated email.	Y		
27	Security	Ability to integrate with Active Directory (LDAP) for user validation and single sign-on	N		
28	Security	Ability to store passwords in encrypted form; session time out capacity; reports (summary and detailed) on user access, usage.	Y		
29	Security	Ability to provide for Disaster Recovery at both the Application (configuration) and Database level	Y		
30	Security - Masking	Ability to mask data by user role or other categories for information such as passwords, DoBs, tax ID numbers, bank account information, etc.	Y		
31	Training and Testing - "sand box"	Ability to support a test environment that is synchronized with production environment data and configuration.	Y		
32	User Interface	Ability to create role-based launch screens, menus, reports.	Y		
33	User interface	Utilize check lists or similar functionality to guide users through business processes	Y		
34	User Security	Ability to define and set up groups of users with similar settings, as well as ability to setup individual rights. Ability to allow Personally Identifiable Information to be starred out for certain levels of users.	Y		
35	Wildcards	Ability to search using wildcards.	Y		
36	Workflow	Ability to incorporate electronic workflow functionality. Examples include vendor approval, PO and invoice approval, associating invoices to POs, budget approval, contract development and approval, etc. to the correct Department and/or person for review, revisions, authorization and/or information-only notification, etc.	Y		

General Reporting & Analytics

1	Ad-Hoc Reports	Variable, flexible reporting capabilities with comprehensive easy to use report writer.	Y		
2	Arithmetic Calculations	Provide the ability for end users to calculate field values, for example: Average, min, max, and median values across all records in a query; Arithmetic operations; Historical trends.	Y		Available with Caselle Advantage
3	CAFR report	Ability to do GASB 34 conversion, supplementary budget information tracks prior period budget rollover budget appropriations; create all required, supplementary and statistical tables in CAFR	Y		

Item	Process	Requirement Description	Code	Module/System	Comments
4	Conditional Logic	Provide ability for conditional logic.	Y		
5	Custom Queries and Reports	Provide the ability for end users to define custom queries and reports across all tables.	Y		
6	Dashboards	Provide the capability for end users to edit or re-organize the presentation of their dashboards according to their role in the organization (governing body, department head, budget analyst, etc.)	Y		
7	Dashboards	System allows dashboard view of key organization-wide financial and non-financial performance indicators. Ability to refresh graphs and reports real time. Ability to create dashboards for particular criteria (ex department or fund) on its financial information and performance indicators.	Y		
8	Data Mining	System allows for data mining analytics for procurement card activity, cashiering trends by day/user/form of payment, banking activity analysis, AP analysis, duplicate vendor details, etc.	Y		
9	Financial Reports - Provide list of standard reports by module. in narrative and Fee Proposal define how many custom reports are included in the proposal	Provide Standard Financial Statements, Cost Center Expense Reports, Revenue Reports, Account Detail Report, Trial Balance, for any selected time period (monthly, quarterly, multi-year, prior year, etc.) that are comparative. Ability to compare current costs to budgeted costs. Ability to generate grant reports that cross fiscal-years. Ability to group account codes that aren't contiguous for reporting purposes. Ability to track and report, by account number, expenditures & revenue for each individual contract, including budget to actual comparisons by user-defined period (i.e., monthly, quarterly, contract year, fiscal year, contract term, etc.)	Y		
10	Forecasting & Predictive Analytics	Ability to support predictive analytics and forecasting based on flat, % and standard revenue modeling types	Y		
11	Library	Ability to provide a dynamic library of standard reports (i.e. "canned" reports). Notification when canned reports are added/removed from library.	Y		
12	Multi-source Data Integration	Provide the ability to integrate additional information from outside of the application in developing reports and queries, e.g. from financial or other systems.	Y		
13	Report output	Ability to filter out zero values from report output.	Y		
14	Report Scheduling	Provide the ability to automatically schedule and distribute reports and information.	Y		Available with Caselle Advantage
15	Reports - Role Based	Provide the ability to support individual or role based reports.	Y		
16	Reports - Role Based Security	Provide the ability to establish role based security to limit access to specific information regardless of how the information is being generated, e.g. report development, query development, dashboard development.	Y		
17	Reports and Display - drill down	System allows users (edit and read-only) to drill down into more detail from roll up summary data based on code hierarchies, for detailed transactions, for subledger detail, for workflow progression detail, etc. Provide online inquiry with ability to drill down on a number in a report or transaction in an account.	Y		
18	Stored Queries	Provide the ability to store and use custom queries in developing reports.	Y		
19	User Guides and Documentation	Provide comprehensive documentation on using the reporting tools.	Y		
Function: General Ledger, Chart of Accounts					
1	Allocations / Distribution Codes	Provide allocation of costs based on square footage, FTE, and other statistics or accounts. for pooled costs on an after the fact basis. Provide distribution codes at time of invoice entry.	Y		
2	Annual Close	System allows option to roll or not roll encumbrances to next year carrying forward budget	Y		
3	Chart of Accounts	Table driven Chart of Accounts with general ledger/object code, fund, organizational unit/department, program/activity/project, as well as additional dimensions. Alphanumeric characters allowed.	Y		No alpha characters
4	Chart of Accounts	Ability to inactivate an account in one fiscal year without inactivating it in other fiscal years	Y		
5	Closing	Provide for a monthly and annual "soft close," 13th period, and a "hard close." Ability to lock out and/or alert staff after the period is closed.	Y		
6	Closing Entries	Provide for automated monthly and year end closing entries.	Y		

Item	Process	Requirement Description	Code	Module/System	Comments
7	Error Correction	Allow easy correction of data entry errors within a batch before posting. Allow the correction of errors after the posting process has been completed.	Y		
8	Fund Accounting	Track self-balancing funds, auto interfund balancing capability for all fund types specified by GASB	Y		
9	Governmental accounting	Support modified accrual accounting, full accrual accounting for business type fund and internal service fund activities	Y		
10	Journal Entries	Ability to require that all transactions are two-sided and balanced; ability to automate due to/due from; alert if due to/due from is not exactly offsetting	Y		
11	Journal Entries	Ability to support pre-post user review to validate impact of entry on the general ledger	Y		
12	Reversing Entries	Automatic reversing entries.	Y		
Function: Point of Sale and Cashiering					
1	Cash Receipting	System records point of sale transactions, transactions against receivables, allows decentralized collection of payments on any receivable in system	Y		
2	Cash Receipting	Departmental Daily balancing functionality across multiple cashiers and variety of forms of payment	Y		
3	Cash Receipting	Reversal of receivable for denied transactions, e.g., bounced checks, denied credit card transactions, etc. and automatically add NSF fees to customer's AR balance, with override ability	Y		
4	Cash Receipting	System generates bank deposit slip. EFT revenue upload ability.	Y		
5	Web payments	System able to provide PCI compliant, customer-facing web based capacity to allow customers to create accounts and make web payments to any receivable and/or integrate with other point of sale system (ex e-permitting, parks reservations, property tax, etc.)	Y		
Function: Accounts Receivable and Billings					
1	Accounts Receivable	Accounts Receivable module that automatically assigns unique invoice numbers, has a cash receipts journal that can serve as a point of sale, and generates aging reports. Allows for creation of multiple invoice templates.	Y		
2	Accounts Receivable	Ability to automate year end accrual needs: automatically record revenue received in the new year to the prior year and apply the appropriate AR code for date of receipt	Y		
3	Accounts Receivable	Customer file is master for all receivables in system, is linked to vendor files in event refunds need to be issued. System has ability to manage apparent one time customers that also link to vendor files.	Y		Not linked to Vendor file - however Customer information is available thru Check on Demand
4	Billing and Payment History	Billing and Payment History: all invoices, adjustments and payments by customer for a user-specified period of time. Ability to track deposits.	Y		
Function: Accounts Payable					
1	Accounts Payable	Accounts Payable module that has a Cash Disbursements Journal. Ability to generate 1099s.	Y		
2	Accounts Payable	System has workflow path for invoices with Pos and/or contracts and those without PO; workflows specific to payment point of entry	Y		No Contract Management
3	Accounts Payable	Ability to allow for decentralized invoice processing with centralized payment approval and check printing.	Y		
4	Accounts Payable	Ability to maintain and release recurring payments (i.e., rental or lease payments) based upon user defined amounts and payment	Y		
5	Accounts Payable	Ability to accommodate electronic payments (i.e., EFT, ACH, ePayables, etc.) and create bank files.	Y		
6	Accounts Payable	Ability to support positive pay and create bank files	Y		
7	Duplicate Warnings	Ability to generate duplicate warnings for invoice numbers and other documents.	Y		
8	Employee Reimbursement	Employee travel solution that includes per diems by location, other system criteria and user defined estimates through workflow with supervisor permissions	N		
9	Employee Reimbursement	Other reimbursements through a template that aids in identifying allowable reimbursements, whether it is taxable income, through workflow with supervisor permissions. Can track EE annual reimbursement allowances by CBA or other criteria.	N		
10	Purchasing cards/Credit cards	System provides automatic transfer of information from bank with county credit card or purchasing card transaction details	Y		

Item	Process	Requirement Description	Code	Module/System	Comments
11	Vendor Categories	Ability to categorize and filter vendors by type. Ability to handle apparent one-time vendors in an efficient way.	Y		
12	Vendor File	The vendor master file should be shared between Purchasing and Accounts Payable only at the inquiry level and allow multiple ship to/bill to addresses. Ability to activate/inactivate vendors and support one-time vendors. Ability to track vendor terms, payments, etc. ID 1099 criteria. Linked to customer files. Ability to upload groups of vendors. All activity associated with vendor is updated to record (payments, voids, credits, etc.)	Y		
13	Vendor File	Ability to merge and purge vendors; Ability to change the vendor name without losing the history.	Y		
14	Voids	System allows user to void check and re-issue replacement check or void invoice/check altogether. Clear options for electing post date of expense reversal to avoid changing prior period balances.	Y		

Function: Cash Management

1	Cash Management	Cash Management module with bank reconciliation. Ability to import cleared checks.	Y		
2	Cash Management	System supports use of pooled cash. System provides cash flow forecasts projecting outstanding payable, outstanding receivables, recurring payments, and current position	Y		
3	Cash Management	Ability to integrate with accounting system transactions to provide a "budget vs. actual" cash flow analysis	Y		
4	Interest Allocation and Investments	Ability to calculate and apply monthly interest allocation to funds and specific costs centers; ability to calculate and apply investment earnings to user-defined funds and specific cost centers; ability to generate GASB required accrual entries for investments	Y		

Function: Budgeting

1	Budgeting	Ability to budget for revenue and expenses. Revenues and expenses are grouped by appropriation categories as established by Oregon Budget Law.	Y		
2	Budgeting	Ability to manage annual or biennial budgets as allowed by Oregon Budget Law.	Y		
3	Budgeting	Ability to budget based on anticipated monthly revenue and expenses.	Y		
4	Budgeting	Users have ability to build budgets and "what if" scenarios based on last year's budget, last year's actual or adjustments to either of those.	Y		
5	Budgeting	Ability to start budget process based on selected base (prior year budget, prior year estim actuals, application of multipliers specific to particular line items or categories, etc.)	Y		
6	Budgeting	Departments enter new year budget requests through system including requested budget amounts, changes/additions/deletions of positions, with templates for budget narratives and performance data, ability to attach documents, ability to group portions into decision packages (multiple rev and exp line items together), ability to convey department prioritization of decision packages, ability to tag decision packages as one time expenses, ability to define recurring and one time budget amounts to the same line item	Y		
7	Budgeting	Ability to support position tables, split positions and request partial FTE positions. Ability to support benefit costs based on employee-specific cost categories (health care, retirement). Ability to apply budgetary multipliers for CoLA or rate change estimates by bargaining unit, department, position type or other criteria.	Y		
8	Budgeting	Departments able to make supplemental budget requests including budget amounts (increase/decrease), with templates to describe reason, impact on performance data, etc., and categorized by legal authority for supplemental budget request	Y		
9	Budgeting	workflows for new year and supplemental budgets that include automated review and approval tracks based on department, amount, other criteria	Y		
10	Budgeting	System able to define a budget request limit to department or other chart segment based on ceiling amount or percent multiplier applied to chart segment or appropriation category within a fund or department	Y		

Item	Process	Requirement Description	Code	Module/System	Comments
11	Budgeting	System distributes budget for internal services to other departments based on defined cost drivers (example: IT budget spread by # of computers in each department)	Y		
12	Budgeting	System allows program budgets to be prioritized, linked to strategic goals, mission; tracks goals and performance metrics by department and program	Y		
13	Budgeting	System supports budgeting for multiple years and for one year with forecasting multiple years	Y		
14	Budgeting	System supports ability to generate Proposed Budget document and track/ manage the many non-financial data sets that budgets which meet GFOA budget award standards require (ex positions, debt info, revenue analytics, etc.).	Y		
15	Forecasting	Capability to do forecasting in terms of percentage increases and/or decreases or other user-defined criteria for multiple years, by fund, revenue or object code or class, etc.	Y		

Function: Capital Projects and Grants

1	Grants Management	Allow project tracking and reporting capabilities for multi-year projects and activity based grants. Ability to establish and adjust budgets for each grant or program/activity/project.	Y		
2	Grants Management	Ability to prepare The Schedule of Expenditures of Federal Awards (SEFA)	N		
3	Grants Management	Provide grant master file ability with dates of grant, length, reporting dates, approvals and matches, compliance requirements by statute and CFR, etc. Project/Grant master file supported by templates and workflows through its lifecycle.	Y		
4	Grants Management	Ability to track and record non-cash match, compliance with Uniform Guidance and cost principles, including Indirect cost tracking.	Y		
5	Grants Management	Ability to set up grant reporting formats to correspond to federal and state expense category and field format requirements to facilitate efficient and accurate reporting to grantors' systems.	Y		
6	Capital Projects	Ability to set up and track variety of projects and capital assets. Workflows assist in assuring compliance and operational tasks (ex adding to insurance).	Y		
7	Capital Projects	Individual capital project budgets on multiple year basis, create roll up department capital budget and overall capital improvement plan; annual component of the CIP folds into organizational budget	Y		
8	Capital Projects	System tracks multiple year CIP summarizing all project requests, requests can be prioritized, funding sources tracked, estimated operating budget impacts included	Y		
9	Capital Projects	Construction in progress is tracked, expenditures for capital project can be identified as capitalized expenses, completed projects moved to fixed asset account - workflows and templates for this process	Y		

Function: Purchasing, Procurement and Contracts

1	Purchase Orders	Ability to electronically transmit user-defined purchase order information from Purchasing Department and receiving location to Accounts Payable Department.	N		
2	Purchase Orders	Any open purchase orders at year end can be rolled to next fiscal year. Any open purchase order rolled to next fiscal year can roll associated encumbered budget to next fiscal year	Y		
3	Purchase Orders	Ability to create procurement-policy driven context information to help users assure their PO is compliant with policy, grant requirements, etc. prior to issuing PO	Y		
4	Contracts	Ability to enter, track and inquire basic contract information. Ability to view all payments connected with a specific contract number. Ability to track expiration/extension dates and make notifications. Ability to handle contract change orders that dollar amounts and expiration/extension dates.	N		
5	Contracts	Ability to create contract master files for life of contract. Workflows and templates, scope-specific information and multiple attachments and exhibits	N		
6	Contracts	Workflow creation of contracts and the review and approval process established by chart of accounts (ex department), contract type, contract amount and/or ad hoc for particular contract	N		

Item	Process	Requirement Description	Code	Module/System	Comments

6. SYSTEM CONFIGURATION & IMPLEMENTATION

The overall focus of our implementation methodology is to segment the project into manageable pieces, developing specific deliverables and checkpoints for each phase to evaluate progress, risk and business drivers. Therefore, we have divided this project into six (6) segments. The approach is inherently iterative and incremental, where each segment builds upon the work done in the prior segment and drills deeper into the details. The six (6) segments of our proposed approach are:

1. Establish Timeline / Information Gathering
2. Data Load Tables Configuration
3. Conversion – determine which applications need mock / parallel testing
4. Deployment
5. Go Live
6. Final Acceptance

1. ESTABLISH TIMELINE / INFORMATION GATHERING

The objective of this segment is to conduct a kick-off meeting with the necessary parties to define the appropriate strategy and timeline to implement the applications purchased.

The success of any project usually depends on adequate up front planning. Software conversion is no different. From the first meeting until the last total is tested, an in-depth timeline and action plan will guide our progress.

Since planning is such a key element in the success of your conversion, an in-depth, pre-conversion working session will be held at your site, if necessary, to identify key individuals, discuss current processes and procedures, assess potential risks and establish a project timeline. The timeline established will document our process, assist with staff availability planning, and minimize your staff's duplication of effort.

Activities:

- Set project timeline.
- Identify project members and responsibilities.
- Prepare / finalize implementation plan.
- Identify phasing, if appropriate.
- Discuss unique business processes.
- Review and complete kick-off checklist.

2. DATA LOAD TABLES CONFIGURATION

This segment is used to setup all Caselle organizational files within the system. Caselle's knowledgeable staff will also work with the City, using your own data, to create the reports that you need to do your job efficiently.

Activities specific to some of the Caselle application software is provided below.

General Ledger Activities:

- Set up the control table in the General Ledger and account masks with the appropriate segments for funds, departments, revenue sources, object codes and other account classifications.

- Modify the existing chart of accounts to utilize the advanced reporting features available with Caselle, if needed.
- Format five standard financial statements: Balance Sheet with Revenue/Expenditures Compared to Budget, Allocation Reconciliation, Income Statement (all funds), Balance Sheet (all funds) and a Fund Summary Income Statement.
- Establish all necessary journals for interfaced subsystems to allow the subsystems to update transactions to the GL.
- Create a checklist to document your organizations daily, monthly and fiscal year-end steps, as well as budget procedures.

Accounts Payable / Purchases & Requisitions Activities:

- Establish vendor defaults.
- Format one check form with requested stub detail.
- Create a checklist to document all accounts payable procedures, including the printing of 1099's.
- Format one purchase order form.
- Create a checklist to document purchase order procedures.

Accounts Receivable Activities:

- Set up the appropriate billing categories and penalty rates.
- Format standard reports for reporting and balancing of customer accounts.
- Format one statement, one invoice and one delinquent notice.
- Create a checklist to document accounts receivable procedures.

Cash Receipting Activities:

- Set up the General Ledger accounts for bank deposits and standard receipting revenue.
- Set up category and distribution codes.
- Set up payment types such as check, cash and credit card as well as associated reports for balancing.
- Create default reports to assist in daily operation.
- Create a checklist to document procedures for daily cash receipting transactions, updates and posting of receipts.

Asset Management Activities:

- Establish the default depreciation frequency and method, with the asset number format.
- Set up departments, classifications and asset types.
- Create a checklist to document procedures including the asset creation and GL updates.

3. CONVERSION

This segment is used to take the data from the organizations legacy systems and convert it into our system. There are three specific steps in this process. The first step is to assist the customer with data load tables and determine the case of the legacy data. In the second step, we perform the data conversion from the data received in the load tables and then troubleshoot any errors. We also run several parallel software checks and routines to compare back to the legacy data to ensure the accuracy of the converted data. The third step involves Caselle performing a final conversion of the data.

Our approach is to create a conversion program for each and every different legacy system. Once complete, this conversion program is then utilized to take a snapshot of the data at any point in time and run it through the conversion program. This minimizes the amount of time it takes for us to retrieve a final set of data and produce an end product for the organization.

Activities:

- Determine method for obtaining raw data from the legacy system.
- Analyze data with assistance from City personnel and assist with load tables.
- Begin conversion program to map legacy data to match our data layouts.
- Perform parallel bill runs in Utilities and Payroll to compare against legacy system.
- Make appropriate changes to conversion program.
- Obtain final set of data and pass the data through the conversion program.
- Begin setup routines and process review.

4. DEPLOYMENT

The deployment segment is used to provide end user training and to deploy the accepted version of the Caselle systems into a “live” situation.

Caselle’s Educational Services include individualized, hands-on instruction in our high-tech training classrooms in Provo, Utah or on-site. Our thorough, patient instructors will guide you through all the software features necessary for effective use. At completion, you will immediately be able to begin using the software.

Our structured training curriculum clearly outlines course objectives and goals to help you maximize your learning experience. We will train you on the City’s actual data, to ensure that exercises are applicable to you. Group sessions and one-on-one instruction aid in the learning experience.

Activities:

- Train the client.
- Setup on-line steps checklist walking the organization through its daily, billing and monthly processes for all Caselle applications.

5. GO LIVE

The “go live” segment occurs after successful training of the client. We commit to being onsite, if needed to assist with processes for the first several days, weeks, etc. after “go live”.

During the first weeks following training, you are welcome to contact your project manager or trainer for support. This helps create a smooth transition, since your trainer will be aware of any unique issues discussed during training. Our experienced customer support representatives will be able to effectively handle any and all support issues after that.

6. FINAL ACCEPTANCE

Final acceptance occurs after all outstanding issues have been resolved.

DELIVERABLES

	Description	Completion Date
1.	Project Plan and Timeline	
2.	Install Caselle applications and complete load tables	
3.	Initial conversion program complete using load tables	
4.	Results of processes / testing	
5.	Forms complete (i.e. Financial Statements, checks, direct deposit, utility bill, etc.)	
6.	Final conversion program complete	
7.	Training outline and agenda	
8.	Final data converted	
9.	Live version of applications running at customer site	
10.	Additional hand-off call (To introduce Customer Support Manager and team, discuss any outstanding issues and assign them to a System Consultant or support representative)	

MILESTONES

	Description	Date
1.	50% deposit payment received	
2.	Kick-off meeting complete	
3.	Project plan complete	
4.	Preliminary data received	
5.	Initial configuration approved	
6.	Forms approved	
7.	Initial conversion program complete	
8.	Hardware and applications installed	
9.	Training outline and agenda complete	
10.	Parallel testing within 99% accuracy	
11.	Final conversion program complete	
12.	Final data received	
13.	Final data converted	
14.	Training complete	
15.	Go Live	
16.	Final acceptance and remaining 50% balance invoiced	

PROJECT ASSUMPTIONS

1. The City has a project manager to help coordinate required tasks and provide resources.
2. Project management staff from Caselle and the City will work directly with each other and make a good faith effort such that the customer needs are met.
3. Once this project begins, changes in scope may be necessary. The project managers from Caselle and the City will maintain adequate control over project scope.
4. Resources from the City will be available to help Caselle define and formulate business processes.
5. The City and Caselle need to prepare the schedules of all stakeholders and the user community to devote the necessary time and energy into appropriate training of all applications.

PROJECT CONSTRAINTS

1. Absences by team members, whether planned or unplanned, whether from Caselle or the City team, may impact the project timing.
2. The servers for the project need to be purchased, received and configured prior to the software being installed.
3. Successful completion and replication of load tables.

PROJECT ORGANIZATION

1. Project Lead: The person or group providing financial resources for the project.
2. Account Executive: Individuals responsible for the project scope (Sales Rep.)
3. System Consultant: Individuals with expertise about the system being implemented.
4. Project Manager: The person managing the project and its successful, on-time completion.
5. Technical Consultant: Individuals who will assist the organization in successful data gathering and give instruction regarding load tables.
6. Stakeholders: Individuals and organizations actively involved in the project, or whose interests may be affected as a result of project execution or project completion.
7. Subject Matter Experts: Individuals with expertise about systems or processes required to complete the project and / or make it successful.

COMMUNICATION

1. Day to Day Communications on non-urgent items that affect the project should be by email, with all team members on the distribution list, including Caselle team members. If an item is identified as an issue, it will be entered on the Issue Log for the project.
2. **Note:** Email is *NOT* to be used for messages of any urgency. Critical or time-sensitive items must be communicated immediately by telephone, followed by a summation email to keep everyone apprised.
3. Weekly Status Call will occur on a regular basis on _____ at ___:___ AM/PM MST with appropriate team members in attendance, either in person or by telephone. This meeting will recap the week's activities, with each team member reporting on their own progress and issues, including schedule variance and explanations, and activities scheduled for the next reporting period.
4. Project Status Reports serve two functions. They provide feedback to the project organization and they serve as a historical record of the project progress, decisions, success, achievements,

and shortcomings. Project Status Reports are accomplished through a bottom-up approach. Team members will report to their Project Manager on a weekly basis in the Project Team Meetings. Information gathered during the Project Team Meetings will be incorporated into a Project Status Report that will be distributed to all team members and to the Steering Committee.

RISK AND ASSET MANAGEMENT

Risk is an uncertain event or condition that, if it occurs, may have a positive or negative effect on a project's objectives.

Risk management endeavors to optimize the likelihood of meeting project objectives and maximize the opportunities representing "positive" risk. Risk management also endeavors to minimize the occurrence of threatening conditions and events, and the impacts to project objectives that result. Identification of risks up front reduces the amount of surprises, crisis management, disappointment, workarounds, re-work and waste.

Project risks will be categorized as follows:

1. Scope, Technical or Quality Risks
Project changes or additions, required customizations, technical design issues
2. Management Risks
Lack of proper management, resource issues, sponsorship
3. Organizational Risks
Slow decision-making, interruption of funding, changes in corporate goals or strategy, labor issues, end-user buy-in
4. External Risks
Delivery of equipment, environment issues

When project risks are identified, project management will discuss ways to mitigate the risk, agree on a contingency plan and decide the trigger points for action.

ISSUES / CHANGE MANAGEMENT

An issue is a concern that may impede the progress of the project if not resolved. Issues require a decision and a resolution. The resolution may require concurrence from many people.

Issue resolution may drive changes to the project's scope. As stakeholders identify an issue, the project managers will identify the issue as a show-stopper, work-around, or nice-to-have. To ensure the health of the project, all issues and changes must be documented to their conclusion.

Issue definitions:

1. Show-stopper: This type of issue is mission critical to the project and the user community cannot move forward unless the project team resolves it.
2. Work-around: This issue is a feature of function of the Caselle application "out of the box" that does not fit the model of how the user visualizes the product should be. It can also be a

malfunction of the product that needs to be addressed (a bug). Work can continue forward with either adjustment on the part of the end user or minor changes in the application design.

3. Nice-to-have: This issue is a special request for Caselle to provide to the customer. This issue helps drive new features and functions of the product.
4. The Change Process:
 - a. The City's project lead contacts the Caselle project manager to discuss how the change will be handled.
 - b. The project managers from the City and Caselle agree on how the change impacts the scope of work. They agree if the change can be incorporated as part of a release, handled as part of the original project scope or may require additional cost.
 - c. The City and Caselle project managers will then work together to establish a technical specification if they agree it is needed.
 - d. Caselle project manager will work with their internal development group to understand the requirement.
 - e. Caselle project manager will then report back to the City's project lead of what the change requires for implementation.
 - f. A change order form is used to communicate the required change, if necessary, and adapted into the project plan.

Note: Any change in scope will require approval and formal signoff by all parties.

Significant changes in scope will be subject to the City's formal change management process. Any modifications resulting in the delay of project completion or addition of resources (money, people, hardware, software, etc.) will be subject to additional approval by the City.

PROJECT DECISIONS

During the course of the project when technical, procedural, or operational decisions are made they will be documented in the weekly status report prepared by Caselle. The Weekly Status Report is a document maintained by the Caselle Project Manager.

Report Development

During the conversion, training and on-site assistance phases of your project, Caselle's implementation staff will work with the City employees, using your own data, to create the reports that you need to do your job efficiently. As part of the report training, Caselle's staff will also make recommendations for new reports that will help make your staff more efficient.

Users truly have access to all data contained in the system. The system has a report writer with numerous "canned reports" contained within each module. These reports can all be altered by the user adding or selecting selection criteria and report order of fields within the database (including user-defined fields). If there is an instance where the user needs a report that is not already available, they have the ability to create a table list (report, mail merge, labels or export file). The table list report writer gives access to every table and its subsequent data within the system. The user needs to identify which table columns and fields to pull out on the report and then save it so it does not have to be recreated. All reports can be printed to a file, network printer, PDF, etc. The only additional costs associated with

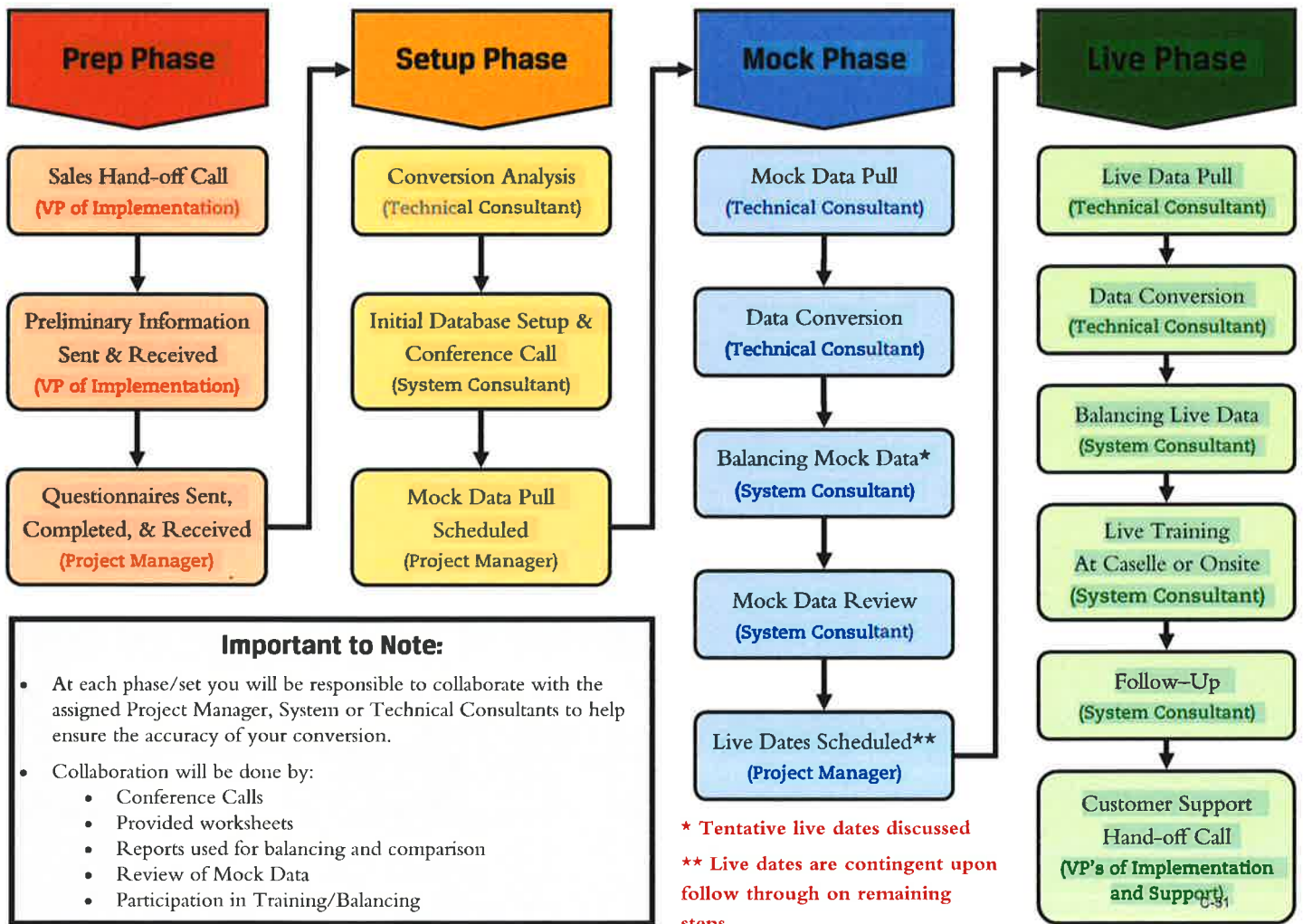


this feature would be if the City requested our staff to generate such a custom report rather than performing the duties themselves. If so, Caselle would bill the City on a time-and-materials basis.

Integrations and Interfaces

It is expected that information would be entered once into the system. Modules within the system should be integrated in real-time with each other such that batch processes are not required to transfer information from one area of the system to another, unless that is the preference of the municipality. Caselle is expected to assist the City with required integrations and interfaces.

CASELLE[®] Implementation Process



CASELLE® Connect—Network

Network System Requirements

IMPORTANT! Using servers or workstations that DO NOT meet the specified network system requirements may result in unsatisfactory performance and response times. This document lists the minimum hardware and software requirements for installing Connect.

Network Server Operating System	Microsoft® Windows Server 2008 R2 (64-bit), 2012 (64-bit), 2012 R2 (64-bit)
Network Server Equipment	Intel® Xeon® Dual-Core Processor 2.0 Ghz or higher 16 GB of available RAM 30 GB of available disk space for Caselle Connect applications (180 MB) and data 8-15 K SAS HDD preferred Color SVGA .28 Monitor 1 GB Ethernet Network Card 1 GB Ethernet Switch DVD-RW Drive <small>All hardware must be Microsoft® certified (request printed certification documents). Intel® Core™ i3, Intel® Celeron®, AMD Sempron®, and Intel® Pentium processors are not recommended.</small>
Database Server Equipment and Operating System	<ul style="list-style-type: none">• Use the Recommended Network Server. For better performance, increase memory on network server or, use as a separate Database Server (same specifications as the Network Server).• Networks with more than ten workstations may require faster processors and/or more memory than recommended.
Database Software	Microsoft® SQL Server® 2012 (64-bit), 2014 (64-bit), or 2016 (64-bit)
Network Server and Database Server Power Protection	True Online UPS, 600 Voltamps minimum with UPS Monitoring card, cable, and software.
Workstation Computer	Intel® Core™ 2 Duo, i5, i7 (or higher) 4 GB of available RAM 30 GB available disk space for Caselle Connect applications (180 MB) and data Color SVGA .28 Monitor DVD-RW Drive <small>All hardware must be Microsoft® certified (request printed certification documents). Intel® Core™ i3, Intel® Celeron®, AMD Sempron®, and Intel® Pentium processors are not recommended.</small>
Workstation Operating System	Microsoft® Windows 7 Professional™ (32-bit or 64-bit), Windows 8 Professional™ (32-bit or 64-bit), Windows 8.1 Professional™ (32-bit or 64-bit), or Windows 10 Professional™ (32-bit or 64-bit)
Workstation Power Protection	UPS/Battery backup unit
Backup System	Network quality system to back up file server hard drive on one tape and provide tape read-after-write verification. Make sure the backup system supports backing up MSSQL Databases. Example: Backup Exec with SQL Agent.
Data File Transfer	DVD-RW Drive

CASELLE® Connect—Network

Printer	HP Laser Printer or Canon Copiers with PCL or Postscript Drivers
Receipt Printer	Ithaca Series (Impact) 150; Ithaca Series (Thermal) 280 Printers; Ithaca 9000 Series and 1500 Series
Internet Access	DSL, ISDN, or T1 <small>Explanation: Caselle® Applications require Internet access to download program updates. Using an Internet connection that is slower than 256 Kbps will take significantly longer to download data.</small>
Email	Email that is compatible with Microsoft® Windows
Network Installer	Microsoft® or Novell® Authorized and Certified
Web Services	IIS 7 (Windows Server 2008, 2012)

7. INTERFACE DEVELOPMENT

Caselle has reviewed the County's software integration list. Interfaces with third-party applications are possible but the level of integration as well as the cost would need to be determined on a case by case basis.

8. DATA CONVERSION

History conversion is conditional upon the data being provided into the DATA LOAD TABLES. With conversion of history the customer is responsible to provide supporting reports for any historical data to be used to verify the accuracy of the conversion of historical data. **Additional costs will apply if third party resources are required.**

History conversions can be completed, however all history that is converted is unique and it does not look like it was generated in Caselle. It will not have linking records for normal Inquiry functions and reports that are normally generated in Caselle. *All of these considerations are discussed with you as well as reasonable expectations, depending upon the accuracy of the data provided in the Load Tables.* **Every effort is made for the history to be accurate and useful, but there are limitations.** Costs quoted below are negotiable once we understand the true scope of the project and if data can be provided as requested above.

General Ledger History Conversion

Includes the Annual Budget for each year specified and individual transaction amounts for each year of history. Transactions are not separated into appropriate journals within Caselle subsystems. Normally, system year-end calculations are not handled the same in Caselle as existing legacy systems and require time and effort to analyze for accuracy. If individual transactions are too large or not available, the period amount for each General Ledger Account will be converted. Bank reconciliation's will not be completed for previous periods.

Three Years — \$1,500
Ten Years — \$10,000

Accounts Payable History Conversion

Vendor information is current. Historical remittance information will not be converted. Individual invoices and checks presented in the load tables tied to each other are able to be converted. If invoices are reflected as 1099, the vendor type information will be converted. Open or unpaid invoice balances will not be verified at year end.

1099 vendor information, if provided, will be balanced to YTD amount at time of "Go Live" with YTD balances. Purchases and Requisition history will not be converted.

Three Years — \$1,500
Ten Years — \$7,500

9. REPORTING & WORKFLOW SETUP

Caselle software has a built-in user-friendly report writer. Users can easily customize existing reports or create new ones. Thousands of pre-defined reports are available in our 40+ applications, giving the user the power to select any date range, print order, paging and totaling control. Columns on the report can be removed or adjusted and new fields can be added to any existing report. Page settings, layouts and fonts are very easy to modify. All reports can be printed, previewed, saved as a PDF or exported to Excel.

Some of the Standard Reports include:

- Financial Statement
- Trial Balance
- Detail Ledger
- Invoice Register
- Check Register
- Open Encumbrance
- Payment Approval
- Payroll Register
- Benefits Register
- Retirement (CALPERS)
- Federal
- State
- Depreciation Schedules
- Aging Report
- Receivable Reports
- Deposit Register
- Payment Register

Caselle's Document Management Solution allows a flexible user defined workflow to automatically route any document stored in the ECM system. Also built into the Caselle Core applications you will find workflow approvals. This allows the user to define the routine process.

- 1- Establish type of document
- 2- Record/Scan the document
- 3-Launch workflow
- 4-Notification
- 5-Approve/decline
- 6-Re-route if needed

10. TESTING

Caselle applications are developed and tested in-house using a variety of testing procedures including unit tests, black-box testing, functional testing, etc. We also have several customer sites who receive updated versions of the applications prior to general release. These sites install and run the applications in a "live" environment for a specified period of time before the applications are released to our other customer sites.

11. PROJECT MANAGEMENT

PROJECT ASSUMPTIONS

1. The City has a project manager to help coordinate required tasks and provide resources.
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2. The servers for the project need to be purchased, received and configured prior to the software being installed.
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 - e. Caselle project manager will then report back to the City’s project lead of what the change requires for implementation.
 - f. A change order form is used to communicate the required change, if necessary, and adapted into the project plan.

Note: Any change in scope will require approval and formal signoff by all parties.

Significant changes in scope will be subject to the City’s formal change management process. Any modifications resulting in the delay of project completion or addition of resources (money, people, hardware, software, etc.) will be subject to additional approval by the City.

PROJECT DECISIONS

During the course of the project when technical, procedural, or operational decisions are made they will be documented in the weekly status report prepared by Caselle. The Weekly Status Report is a document maintained by the Caselle Project Manager.

12. TRAINING

After installation, Caselle's trainers will train the Department staff including IT, supervisors/system administrators, and users on proper usage and administration of the software system. Our implementation staff will also be available during the go-live phase to help minimize questions and problems, increase user confidence, and relieve the stress that may come with using a new system for the first time.

Our trainers have extensive software and industry knowledge and will help you apply it to your community. Several of our senior trainers have over twenty years of municipal software training experience. Their knowledge of municipal issues provides a strong foundation to help you with budgeting, utility billing and other community operations.

Approach

Caselle's Educational Services include individualized, hands-on instruction. Our thorough, patient instructors guide you through all the software features necessary for effective use. At completion, you will immediately be able to begin using the software.

Our structured training curriculum clearly outlines course objectives and goals to help you maximize your learning experience. We will train you on your actual data, to ensure that exercises are applicable to you. Group sessions and one-on-one instruction aid in the learning experience. Individual online training and review may also be provided, as needed. We expect to train each end user, but we can also make arrangements for a train-the-trainer approach.

Post Training Assistance

During the first 90 days following training, you are welcome to contact your classroom trainer for software support. This helps create a smooth transition, since your trainer will be aware of any unique issues discussed during training. After 90 days, our experienced customer support representatives will be able to effectively handle any and all support issues.

Documentation

Electronic Operating Manuals are included with each application. They are accessed from within the application via the "Help" button.

On-going Training

Refresher training is conducted on a regular basis via webinars or at Caselle's location. Webinars are recorded and accessible through our customer portal. There are no associated costs for this type of training.

13. DOCUMENTATION, SUPPORT & MAINTENANCE

Electronic Operating Manuals are included with each application. They are accessed from within the application via the “Help” button.

Support & Maintenance

The Caselle Support Center prides itself on timely and accurate support. Friendly, helpful representatives facilitate prompt issue resolution so your operations are not interrupted. They can be reached during normal hours of operation at our Toll Free Number: (800) 243-8275.

Support Center Objectives

The Support Center’s number one objective is responsive issue resolution. Every call is tracked and prioritized, based on urgency. Our general goal is to respond to all calls within 30 minutes or less. Through our Customer Support Portal, which is accessible via the Internet, customers can view the status of a ticket at anytime, seven days a week.

Methods for Requesting Service

You may contact the Caselle support center by phone, fax, email, or through the Caselle Incident Management System (CIMS). CIMS allows you to submit an incident, view the status of an incident or the history, and access our knowledge base that may enable you to resolve some issues on your own. This service is available 24 hours a day, seven days a week. You will receive an email confirmation when an incident is submitted, when the incident is assigned to an analyst, and when it is resolved. If the incident you submitted requires a more in-depth look, we have the capability to access your system using GoToMeeting or a VPN connection to remotely diagnose or troubleshoot the issue. You also have the ability to provide feedback or suggestions on the usefulness of our knowledge base.

Caselle Support Center Hours

Standard hours are Monday through Friday from 7:30 am – 5:30 pm Mountain Standard Time. However, arrangements can be made for additional support outside of the posted hours. On weekends, you may leave a voice message for processing on Monday morning.

Software Assurance

With Software Assurance, you have access to unlimited telephone and email support. Software Assurance also provides for future upgrades and product enhancements to existing software at no additional cost. This includes training and conversion! Software Assurance is “software for life” and has been included in the price quote for Columbia County.

Updates

Updates (enhancements and fixes to existing applications) are issued quarterly. They are installed by downloading from our secure FTP site. Updates or enhancements are prioritized by the number of customer requests and review by the product owner. Caselle also surveys customers and hosts panels to determine specific needs.

User Groups

We are involved with a number of User Group Meetings where product owners are tasked with facilitating discussions with groups of regional Caselle users to discuss best practices and future software enhancements. We also hold an annual user conference every October. The venue alternates between



Salt Lake City, UT and Las Vegas, NV. Forty classes are taught by Caselle staff creating opportunities for you to achieve and grow as a professional. This meeting also allows customers to network and meet vendors that provide products that interface with Caselle to help efficiency.



Caselle® Software & Services Proposal
Columbia County, OR

August 14, 2017
(Valid for 90 days)

From:

Wade Walker, Territory Manager
pww@caselle.com

Caselle[®] Software & Services Proposal
Columbia County, OR
August 14, 2017

Proposal Summary

Total Software License	\$95,250
Total Training	25,000
Total Setup	15,200
Total Conversion	27,500
Total Investment	\$162,950

A deposit of 50% of the total proposal price is required with order. The remaining balance will be due upon completion of training.

Software Assurance will be \$2,658 per month.

I have read and agree to all terms & conditions proposed herein. I understand if Columbia County is unable to provide data to Caselle in the requested format, additional fees will apply.

Signature

Printed Name & Title

Date

Caselle® Software & Services Proposal
 Columbia County, OR
 August 14, 2017

Proposal Detail

<i>Caselle® Application Software</i>	License Fees	On-site Training	Setup	Conversion	Total
General Ledger	\$5,500	\$4,000	\$700	\$5,000	\$15,200
Budgeting	Incl. w/GL	Included	-	-	-
Bank Reconciliation	Incl. w/GL	Included	-	3,000	3,000
Caselle Advantage Budgeting	5,000	6,000	2,750		13,750
Excel Designer	3,000	2,000	2,250		7,250
Reporting	3,000	2,000	2,250		7,250
miExcel GL	500	Included	500	-	1,000
Accounts Payable	5,500	1,000	500	16,000	23,000
Purchases & Requisitions	2,700	1,000	-	-	3,700
Accounts Receivable	5,500	2,000	500	3,000	11,000
Cash Receipting	4,500	1,000	500	-	6,000
Online/Electronic Payments	2,250	1,000	2,250	-	5,500
Asset Management	3,300	1,000	500	500	5,300
Project Accounting	4,500	4,000	500	-	9,000
Caselle Document Management	-	Included	2,000	-	2,000
Unlimited Concurrent User Licenses	50,000	-	-	-	50,000
Grand Total	\$95,250	\$25,000	\$15,200	\$27,500	\$162,950

Notes:

1. The monthly credit card and electronic payment transaction fees will be billed by Xpress Bill Pay.
2. The subscription based Caselle Document Management includes: Full Text Search, Encryption, Drag and Drop, Role-Based Security, Versioning, Document Retention, Audit Trail, OCR (10,000 pages/month), five (5) Concurrent User Licenses, five (5) Advanced Workflow Licenses and the Caselle Integration.

*Caselle® Software & Services Proposal
Columbia County, OR
August 14, 2017*

On-site Training

Travel expenses will be invoiced when training is complete and include actual airfare, hotel, and car expenses, plus Caselle's food per diem of \$40.00. These are not included in the total proposal price.

On-site Training Requirements

In order to receive the full benefit and value of our software products, it is imperative that the on-site training be conducted in an organized, professional and uninterrupted manner. To insure this, Caselle Inc. requires the following conditions:

- Training class size will be limited to the number of workstations available in the training area.
- Each training area will have one workstation for each student and one workstation for the instructor or data conversion specialist. Each training workstation must have access to a common network.
- Each training room must have a dedicated printer networked to all the training workstations.
- Training rooms must be set up and completely functional before the first day of training.
- Training rooms should provide an education environment and be free from interruptions or distractions for students. Equipment such as a whiteboard or easel, three-hole punch, and stapler should be available in the training room.
- Key personnel must be available before and after normal working hours to discuss data conversion issues, assist with implementation, or if a "live" run of Accounts Payable, Utility Billing or Payroll etc., is to be done.

Caselle will be in contact with the customer prior to scheduling the training to insure the above conditions can be met. If delays result from the above conditions not being met during on-site training, additional training fees may apply.

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General Information

In order to further define and clarify the various products and services offered in this proposal, the following notes will apply based on the software applications and/or services quoted:

Hardware, Network, & Database Software Requirements

It is the responsibility of the customer to meet the attached Caselle System Requirements. Prior to the implementation, your SQL Server installation must be complete. Customers requesting additional assistance with Microsoft SQL Server installations are asked to contact Executech, Caselle's authorized contractor at (801) 253-4541. Charges will be billed at the rate of \$105 per hour upon approval by the customer. You will be invoiced by Caselle for these services.

Source Code

Source code is held in escrow with InnovaSafe, Inc. Technology Protection Services and requires a beneficiary enrollment form, available upon request. An annual fee of \$200 will apply.

Software License Fees

The price quoted is based on the number of concurrent users listed in the proposal. Additional concurrent user licenses are \$2,000 each.

Training

Unless otherwise quoted, training will take place at Caselle's Education Center, located in Provo, Utah. Your staff will be trained on your data. Approximately one half of the training time will be spent reviewing and validating your converted data files. Training hours are from 8:30 a.m. to 4:30 p.m., Monday through Friday.

On-site Implementation Assistance

If on-site implementation assistance is quoted, this may include a pre-implementation customer process evaluation meeting. We will review your current processes and determine what is required to make a smooth transition to the Caselle software system. Additional on-site assistance days may be quoted to assist during and after the implementation. This insures that you are utilizing the Caselle application features to the full benefit of your organization.

Travel Expenses

If on-site training or implementation assistance is quoted, travel expenses will be estimated based on the number of days and trips required. Actual expenses will be invoiced when implementation is complete.



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Implementation Services

Data conversion is an involved, sometimes complicated procedure that must be completed with a high level of accuracy and precision. To make this process run smoothly, Caselle requires your assistance in providing the required materials for preliminary data conversion, offering clarification as needed during the conversion process, and supplying updated materials for the final data conversion. ***Please read the following information carefully.***

Gathering Preliminary Data

Assemble the following information and send it to Caselle.

- Complete the **Information Worksheets** during each phase of the conversion.
- Provide **data to be converted**.
 - You may need to clarify the data, as needed, during the conversion process.
 - Caselle will not convert the prior period detail during data conversion unless optional history conversion is specified in the contract.
- Send **printed or PDF reports** to verify account balances at the time data is sent to Caselle for preliminary conversion and again for final data conversion.

Submitting Conversion Data

You will be provided a file layout for each application that will have data conversion. The file layout details the required and/or optional fields that Caselle will need to provide the conversion. The cost of conversion quoted in this proposal is based on your submission of the necessary data in the requested formats. If data cannot be supplied in this format, additional costs will be billed to get your existing data into the desired formats ready for conversion, and could delay any proposed timeline. We may also need file layouts or descriptions of tables and where all of the necessary information is located within your existing data to complete the conversion.

Data Conversion Timeline

The timeline begins when the requested data and all required preliminary information has been received by Caselle. The timeline to complete an accurate data conversion can range from 90 – 120 days. This is dependent upon the condition of the data and the client's willingness to review the preliminary information for accuracy, including information requested in the discovery phase of the conversion.

Scheduling Training

Important! Training will only be scheduled after Caselle has completed the mock conversion and the customer has reviewed and approved the conversion.

After training is scheduled, a representative from the Implementation team will review the remaining steps to ensure a successful implementation, prior to going Live on Caselle.

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Software Setup & Data Conversion

This section contains the items, per directory, that will be setup and converted in each module. Since estimating the exact quantity may be difficult, we will adjust the calculated conversion cost if the actual number of items converted is greater than or less than 25% of the original estimate.

Data conversion requires that data be submitted in the required format. It is the responsibility of the customer to provide data to Caselle. Conversion services to retrieve or modify your data to the required formats are available at an additional cost. These services will be billed at Caselle's current hourly rate and are not included in this proposal.

General Ledger Setup

- Set up the control table in the General Ledger and Account Masks with the appropriate segments for funds, departments, revenue sources, object codes, and other account classifications.
- Modify the existing chart of accounts to utilize the advanced reporting features available with Caselle, if needed.
- Format five standard financial statements:
 - Balance Sheet with Revenue/Expenditures compared to budget
 - Allocation Reconciliation
 - Income Statement (All Funds)
 - Balance Sheet (All Funds)
 - Fund Summary Income Statement

Note: Additional fees may be required to set up additional financial statements.

- Establish all necessary journals for interfaced subsystems to allow the subsystems to update transactions to the General Ledger.
- Create a custom Checklist to document your organization's daily, monthly, and fiscal year-end steps; as well as budget procedures.

Data Conversion

- The current year-to-date trial balance and budget will be entered and balanced to your existing system. Caselle will provide supporting reports that document the balance sheet accounts, revenues, and expenditure balance for auditing purposes. A trial balance period will be established and all periods from that period forward will contain detail transaction information, if provided.

2,500 accounts are included

**Bank Reconciliation
Data Conversion**

- Bank reconciliation for the desired cash accounts with outstanding deposits and checks will be established. A bank reconciliation will be completed and balanced to cash for the appropriate beginning period.

6 bank accounts are included

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Caselle Advantage Setup

- Gather data from General Ledger and Account Masks to form basis of the hierarchical structure in Caselle Advantage including reporting structure and filter tree.
- Update dataset fields list (columns of data) used for budgeting and reporting inquiries.
- Create transaction drill directly into the general ledger transactions.
- Provide budget entry screen for Next Year Budget and Forecast.
- Set triggers between Position Based Budget calculations and Operating Budget salaries and related general ledger accounts to update automatically.
- Setup automated extraction process for employee details from payroll to be presented in position based budget worksheet.
- Create Home page to include links to basic alerts, financial reports, operating budget (data entry and reports), position based budget (data entry and reports).

Excel Designer

- Create dynamic, live, word document that links into reports from Excel Designer.
- Replicate current externally produced budget book within Caselle Advantage.

Reporting

- Format a Corporate Dashboard page to include a standard general ledger report, chart and basic alert.
- **Note:** Additional dashboard pages can be added and formatted by the customer.

Accounts Payable Setup

- Establish vendor defaults.
- Format one check form with requested stub detail.
- Create a Checklist to document Accounts Payable procedures, including the printing of 1099's.

Data Conversion

- Each vendor's information will be converted. This information includes the vendor name, street address, mailing address, remittance addresses, city, state, zip code, and 1099 status.
 - Exception: 1099 balances can be established, if provided.

8,000 vendors are included

Purchases & Requisitions Setup

- Format one purchase order form.
- Create a Checklist to document Purchase Order procedures.
- Additional custom purchase order form set up will be billed at the rate of \$100 per form.

Accounts Receivable Setup

- Set up the appropriate billing categories and penalty rates.
- Format standard reports for reporting and balancing of customer accounts.
- Format one of each of the following: statements, invoices, and delinquent notices.
- Create a Checklist to document Accounts Receivable procedures.
- Additional form layouts for statements, invoices, and delinquent notices will be billed at the rate of \$100 per form.

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Data Conversion

- Each customer's account information will be converted. This information includes the customer's name, street address, mailing address, bill to information, city, state, and zip code.
- Customer balances will be converted.

1,500 accounts are included

Cash Receipting Setup

- Set up the General Ledger accounts for bank deposits and standard receipting revenue.
- Set up category and distribution codes.
- Set up payment types, for example, check, cash, and credit card, and associated reports for balancing.
- Create default reports to assist in daily operation.
- Create a Checklist to document procedures for daily cash receipting transactions, updates, and posting of receipts.

Online/Electronic Payments Setup

- Set up Online and Electronic Payment Processing (credit cards, electronic funds transfer, and online bank bill pay consolidation).
- Set up Utility Direct Pay.
- Set up Xpress Bill Pay, Caselle's authorized electronic payment vendor, including online bill presentation, online bill history, automatic recurring payments, and payment wallets with full integration to Cash Receipting.

Asset Management Setup

- Establish the default depreciation frequency and method, with the asset number format.
- Set up departments, classifications, and asset types.
- Create a Checklist to document procedures, including the asset creation and General Ledger updates.

Data Conversion

- Asset number, description, department, classification, and type will be converted. The depreciation start date, life, and method of depreciation will be converted for each asset, if provided.
- Accumulated depreciation can be converted to ensure an accurate beginning balance.

Project Accounting Setup

- Set up organization settings and all system defaults.
- Determine job number mask with segments and values for all projects.
- Determine and set up General Ledger accounts for WIP, depreciation, accumulated depreciation, and clearing accounts for labor and purchases.
- Interface all applicable Caselle applications.
- Set up the Crew Rate, Departments, and Jobs for creation, approval, and completion procedures.

15. STATEMENT OF ASSURANCE

Caselle will provide all software and services in the scope of work – no subcontractors will be required.

Caselle is not involved in any pending litigation and has not been involved in any bankruptcy or insolvency proceedings for the past thirty five years.

Caselle and its employees are free of any conflict of interest regarding this Request for Proposal.

Caselle is not in violation of any regulatory agency rules.

Caselle has reviewed the County's legal documents and they are acceptable; however, Caselle's Software License and Software Assurance Agreements are included in the RFP and will be considered part of Exhibit A.



SOFTWARE LICENSE AGREEMENT

CASELLE, INC.
1656 S. East Bay Blvd.
Suite 100
Provo, UT 84606

XXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXX

("Caselle")

("You" or "Your")

You agree to License the Software and Purchase the services detailed below ("Items"), and Caselle, Inc. agrees to provide them, subject to the terms and conditions on pages two and three of this Agreement.

Total Price \$xx,xxx.xx Deposit \$xx,xxx.xx Balance Due \$xx,xxx.xx

Items

Table with 2 columns: Item Name, Amount. Rows include Total Software (\$xx,xxx.xx), Total Training (x,xxx.xx), Total Setup (x,xxx.xx), Total Conversion (x,xxx.xx), and Total Price (\$xx,xxx.xx).

The attached proposal is considered part of this Agreement.

The signatures below indicate each party's acceptance of this Agreement. Each party has caused this Agreement to be executed by its duly authorized representative.

CASELLE, Inc.

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

By:

By:

Name & Title: Alan S. Hutchings, President

Name & Title:

Date:

Date:

Grant of License

Caselle, Inc. and its Licensors agrees to grant, and You agree to accept a limited, non-transferable, non-exclusive license ("License") to use the computer programs, with the accompanying manuals, literature and other materials ("Software") as detailed under Items, in perpetuity subject to the terms and conditions of this Software License Agreement and subject to termination as provided herein. The term Software shall also include all revisions, updates, enhancements and new modules or add-ons to the existing Software as detailed under Items.

Payment

The Deposit shall be paid by You upon execution of this Software License Agreement. The Balance shall be paid within sixty (60) days of delivery of the Software, which delivery You agree to accept, notwithstanding earlier termination by you as provided hereinafter. Payment shall be in U.S. Dollars and shall not be deemed to have been received by Caselle until Your check clears the banking process. Any costs incurred in collecting Your check, due to insufficient funds or any other reason, shall be reimbursed by you. Late payments shall be subject to a FINANCE CHARGE OF 1.5% PER MONTH, OR 18% PER ANNUM.

Taxes

Prices and fees are exclusive of all federal, state, municipal, or other government excise, duties, sales, use, occupational, or like taxes now or hereafter in force, and are therefore subject to increase in an amount equal to any tax Caselle may be required to collect or pay upon licensing or delivery of any Items, other than federal, state and local taxes based on Caselle's income. You also agree to pay all personal property taxes which accrue to you by reason of this Agreement.

Title and Confidentiality

Title and full ownership rights to the Software licensed under this Agreement, including, without limitation, all intellectual property rights therein and thereto, and any copies You make, remain with Caselle. It is agreed the Software is the proprietary, confidential, trade secret property of Caselle, whether or not any portions thereof are or may be copyrighted and You shall take all reasonable steps necessary to protect the confidential nature of the Software as You would take to protect Your own confidential and trade secret information. You further agree that You shall not make any disclosure of any or all such Software (including methods or concepts utilized therein) to anyone, except to employees, agents, or contractors working for You to whom such disclosure is necessary to the use for which rights are granted hereunder. You shall appropriately notify all employees, agents, and contractors to whom any such disclosure is made that such disclosure is made in confidence and shall be kept in confidence by them. Upon Caselle's request, such employees, agents, and contractors shall enter into an appropriate confidentiality agreement for secrecy and nonuse of such information which by its terms shall be enforceable by injunctive relief at the request of Caselle. If Caselle makes such a request, it shall provide You with the appropriate confidentiality agreements. The obligations imposed by this section upon You, Your employees, agents, and contractors, shall survive and continue after any termination of rights under this Agreement. It shall not be a breach of this Agreement if you are required to disclose or make the Software available to a third party or to a court if the Software is subpoenaed or otherwise ordered by an administrative agency or court of competent jurisdiction to be produced or disclosed.

License

You may:

- a) Use the Software on a single CPU or network ("System") for the appropriate number of users. The Software may be moved to and used on another System, but shall under no circumstances be used on more than one System at a time.
- b) Make System readable copies of the software media provided with the Software as required for backup protection. Such copies may only be used in support of Your use of the Software on the System and may not be used for any other purpose. Each of these copies must have a label placed on the media indicating the Software is a proprietary product of Caselle.

You may not:

- a) Rent, lease, sublicense, assign, sell, loan or otherwise transfer this Software, in whole or in part, except as expressly permitted by this Agreement.
- b) Inspect, disassemble, decompile, reverse engineer or in any way attempt to determine the internal methods of the Software.
- c) Modify the Software or merge it into any other product without the express written consent of Caselle.
- d) Reproduce, prepare derivative works based upon, transmit or distribute the Software, or any part of it, in any form or by any means except as expressly permitted in this Agreement.
- e) Permanently transfer or assign the Software and the rights under this License to another party without the express written consent of Caselle.

Any attempt to do any of the above (a to e) shall void and terminate this Agreement.

Term

This Software License Agreement is and shall be effective from the date of full execution and shall remain in force until terminated. You may terminate this Agreement at any time by notifying Caselle in writing and returning all copies and modifications of the Software within 30 days of such notification. Your License terminates automatically if you materially fail to comply with any terms or conditions of this Agreement and You must return all copies and modifications of the Software to Caselle within 30 days of receipt of written notification of such termination. For each day You retain the Software without a valid License You agree to pay Caselle \$100.

Warranty

Caselle warrants that it has sufficient right and title to the Software to grant You this License. For one (1) year from the date of receipt of the Software ("Warranty Period"), Caselle also warrants the Software media to be free from defects in materials and workmanship under normal use, and Software operation will substantially conform to the specification published by Caselle. If an error or a defect in the Software or its media becomes apparent within the Warranty Period You must promptly notify Caselle, in writing, describing the defect. Upon confirming the error or defect Caselle will, at its exclusive option, repair or replace the item or refund the price paid for the defective item. Caselle does not warrant that the functions contained in the Software will meet Your requirements or that the operation of the Software will be uninterrupted or error free. The warranty does not cover Software modified by anyone other than Caselle and problems with, or caused by, computer hardware or non-Caselle software. This limited warranty is void if failure of the licensed software has resulted from accident, abuse or misapplication.

Disclaimers and Limitations of Warranty and Remedies

EXCEPT AS SPECIFICALLY STATED IN THE WARRANTY SECTION OF THIS AGREEMENT, THE SOFTWARE IS LICENSED "AS IS" WITHOUT ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL CASELLE BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS, REVENUE OR SAVINGS, BUSINESS INTERRUPTION OR LOSS OF BUSINESS INFORMATION, ARISING FROM THE USE OF OR INABILITY TO USE THE SOFTWARE OR BREACH OF ANY EXPRESSED OR IMPLIED WARRANTY, EVEN IF CASELLE OR ITS AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. CASELLE'S AGGREGATE LIABILITY UNDER THIS AGREEMENT FOR DAMAGE WILL NOT, IN ANY EVENT, WHETHER BASED UPON CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT, WARRANTY, OR ANY OTHER BASIS, EXCEED THE LICENSE FEES PAID BY YOU FOR THE LICENSED SOFTWARE GIVING RISE TO SUCH LIABILITY.

Returns

- a) No returns will be accepted without a written request to Caselle. To receive full credit, less the cancellation fee (set forth below), such requests must be made in writing to and received by Caselle's corporate office within thirty (30) days of this Agreement. No returns will be considered for credit until appropriate notice has occurred within the time limits specified and all Software and related materials are returned to Caselle's corporate office within ten (10) days of notice.
- b) Pre-approved returns occurring after the thirty-day period has lapsed will be allowed 75% credit, if such requests are made in writing to and received by Caselle's corporate office within sixty (60) days of this Agreement. Any returns attempted after the sixty-day period has lapsed will receive no credit.
- c) A minimum cancellation fee of 10% will be assessed to all pre-authorized returns. Caselle has a right, but not an obligation to retrieve the returned Software. Caselle will assume no liability for Software that is damaged or lost in transit while being returned. Additionally, such returns shall occur at Client's expense.
- d) A copy of the written approval provided by Caselle will accompany pre-authorized returns.
- e) In addition to the return of the Software, Client agrees that it will delete and remove all copies from all computer systems within its control. Client also agrees that it will return all written materials received from Caselle, including program materials, instruction manuals, and any and all training materials to Caselle.

Additional Services

Support, Training and Data Conversion for the Software will be provided directly by Caselle, or its authorized support centers, and are subject to separate agreements.

General

- a) This Agreement shall be governed and construed in accordance with the laws of the State of Utah and You hereby consent to the jurisdiction of State and Federal courts in Utah. If any part of this Agreement violates applicable law, that part shall be deemed to be amended to the extent necessary to comply with the law.
- b) This Agreement constitutes the entire Agreement between Caselle and You and supersedes any prior Agreement or understanding, written or oral, relating to the subject matter of this Agreement. Except as provided herein, this Agreement may not be amended or supplemented except in writing and properly executed by both parties.
- c) If any provision of this Agreement shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or the validity or the enforceability of this Agreement.
- d) All rights and remedies provided herein are cumulative and are in addition to all other rights and remedies available at law or equity.
- e) In the event that either party successfully takes legal action to enforce any provision of this Agreement the unsuccessful party shall pay full costs and expenses of such action, including reasonable attorney's fees.
- f) Any notice required by this Agreement shall be deemed to have been properly given if sent by registered or certified mail to the address set forth in this Agreement.
- g) The waiver of any breach or default of this Agreement shall constitute a waiver only as to such particular breach or default and shall not constitute a waiver of any other breach or default. Failure to act by either party in exercising any right, power, or remedy under this Agreement, except as specifically provided herein, shall not operate as a waiver of any such right, power or remedy, and will not affect the validity of the whole or any part of this Agreement, or prejudice such party's right to take subsequent action.
- h) Neither party shall be held liable for delays in any of its performance resulting from acts of God, war, civil disturbance, court order, labor dispute or any other cause beyond its control.
- i) The relationship of the Parties shall be solely that of independent contractors. No partnership, joint venture, employment, agency or other relationship is formed, intended or to be inferred under this Agreement. Neither party to this Agreement shall attempt to bind the other, incur liabilities on behalf of the other, act as agent of the other, or authorize any representation contrary to the foregoing.
- (j) This Agreement is binding upon and shall inure to the benefit of the parties, their successors and assigns. However, this Agreement is not assignable by you. This Agreement is personal to you and neither the Agreement, nor the rights or duties hereunder, may be voluntarily or involuntarily, directly or indirectly, assigned or otherwise transferred without the prior written consent of Caselle. Any unauthorized assignment or transfer shall constitute a breach hereof and shall be voidable by Caselle.



SOFTWARE MAINTENANCE & SUPPORT AGREEMENT (SOFTWARE ASSURANCE)

CASELLE, INC.
1656 S. East Bay Blvd.
Suite 100
Provo, UT 84606

and

XXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXX

("Caselle")

("You" or "Your")

agree that Caselle will provide You with unlimited telephone support on Caselle's Software, for the purpose of answering Your questions, giving usage instructions, providing updates and attempting to resolve problems on a best efforts basis, for the consideration of \$x,xxx.xx monthly, subject to the following terms and conditions:

Availability

Support calls, covered by this Agreement, will be answered by Caselle's Support Center, on the designated support telephone number, between 7:30 am and 5:30 pm Mountain Time, Monday through Friday, except holidays.

Coverage

This Maintenance & Support Agreement covers all Caselle application software licensed to You. It does not cover third party software or products. Support may, on a best efforts basis, be provided for third party products, such as operating systems and hardware. Extended, after hours support may be billable at Caselle's regular hourly rate.

Charges

Charges cover Software presently installed and will remain fixed for one year providing You license no new applications. If You license new applications or change user levels, charges will be modified. Following the first year, charges may be increased, at Caselle's discretion.

Updates

Caselle will provide program updates within the same operating system through normal software releases at no extra charge. Additional software packages, add-on modules and custom programming are not covered by this Agreement and will be billed at current rates. Caselle will determine which enhancements and/or materials will be part of a software release, add-on package or custom programming.

Upgrades

Caselle will provide software upgrades within the same operating system at no extra charge if this agreement is still in effect at the time the upgrade is made available and if this agreement is not cancelled or terminated for a period of five (5) years.

Term and Termination

This Software Maintenance & Support Agreement is effective for one year from the date of the Agreement. Thereafter, it will automatically be renewed monthly, unless either party gives written notice of termination, at least 30 days in advance. If the Agreement is terminated Caselle will honor commitments to support You until the date of termination.

Payment

Payment terms shall be monthly in advance in U.S. Dollars and shall not be considered received until Your check clears the banking process. Any charges or costs incurred in the collection of Your check, due to insufficient funds or any other reason, shall be

reimbursed by You. Late payments shall be subject to extra charges. If payment is not received when due, Caselle reserves the right to suspend Your support until payment is received. Such suspension will not relieve You of payment obligation.

Limitations of Remedies

Your Remedies. Your sole and exclusive recourse and remedy for any loss, including your right to recover damages shall be as set forth in this Section. Caselle's liability with respect to any and all actual losses incurred during the Term (or a Renewed Term) of the Agreement shall not exceed the amount paid by You to Caselle at the last billing. You shall provide Caselle with documentation sufficient to demonstrate any expenses that You actually incurred for which You seek damages from Caselle. Caselle shall not be responsible for any loss incurred by You from a claim that is settled or compromised by You without the prior written approval of Caselle.

No Liability for Consequential Damages. In no event shall Caselle be liable to You or to any third party for any indirect, special, punitive, incidental, consequential or compensatory losses, damages, claims or causes of action in excess of the amount of compensation paid hereunder, including, but not limited to, those arising from loss of business or profits or any other economic loss, even if Caselle was aware of the possibility of such damages.

General

- (a) You shall not assign, sublicense or transfer any of Your rights under this Agreement without the prior written consent of Caselle.
(b) This Agreement shall be governed and construed in accordance with the laws of the State of Utah. If any part of this Agreement violates applicable law that part of the Agreement shall be deemed to be amended to the extent necessary to comply with the law.
(c) This Agreement constitutes the entire agreement between Caselle and You and supersedes any prior agreement or understanding, written or oral relating to support services. Except as provided herein, this Agreement may not be varied, amended or supplemented except in writing and properly executed by both parties.
(d) If any provision of this Agreement shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or the validity or the enforceability of this Agreement.
(e) All rights and remedies provided herein are cumulative and are in addition to all other rights and remedies available at law or equity.
(f) In the event either party successfully takes legal action to enforce any provision of this Agreement the non-prevailing party

shall pay full costs and expenses of such action, including reasonable attorney's fees.

(g) Any notice required by this Agreement shall be deemed to have been properly given if sent by registered or certified mail to the address stated above or such other address as may be designated in writing by either party.

(h) The waiver of any breach or default of this Agreement shall constitute a waiver only as to such particular breach or default and shall not constitute a waiver of any other breach or default.

(i) Caselle shall not be held liable for delays in any of its performance resulting from acts of God, war, civil disturbance, court order, labor dispute or any other cause beyond its control.

The signatures below indicate each party's acceptance of this Agreement. Each party has caused this agreement to be executed by its duly authorized representative.

CASELLE, INC.

By: _____

Name: _____

Title: _____

Date: _____

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

By: _____

Name: _____

Title: _____

Date: _____

CASELLE, INC.
Software as a Service Agreement

Caselle, Inc.
1656 S East Bay Blvd
Suite 100
Provo, UT 84606

XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX

TERMS OF SERVICE

These Terms of Service constitute an agreement (this "Agreement") by and between Caselle, Inc., a Utah Corporation, ("Provider") and the City of XXXXXXXXXXXXXXXXXXXX, XX, ("Recipient").

1. Definitions.

- (a) "Account" refers to the Service plans and features selected by Recipient at the time of this Agreement and accepted by Provider, as such plans and features may change by mutual consent of the parties, as recorded by Provider.
- (b) "AUP" refers to Provider's acceptable use policy as described in Schedule B.
- (c) "Authorized Representative" refers to an individual who is authorized under applicable law to bind and/or consent on behalf of the Provider or Recipient.
- (d) "Data Policy" refers to Provider's standard data deletion policy as described in Schedule A of this Agreement.
- (e) "Effective Date" refers to the date of this Agreement.
- (f) "Materials" refers to written and graphical content provided by or through the Service, including, without limitation, text, photographs, illustrations, and designs, whether provided by Provider, another customer of the Service, or any other third party.
- (g) "Recipient Data" refers to data in electronic form input or collected through the Service by or from Recipient.
- (h) "Service" refers to Provider's hosted version of the Caselle Connect software. The Service includes such features as are set forth on Provider's website (www.caselle.com), as Provider may change such features from time to time, in its sole discretion.
- (i) "Service Failure" refers to an event during which Recipient is unable to access or use the Service for more than four (4) hours.

2. Service & Payment.

- (a) *Service.* Provider will provide the Service to Recipient pursuant to its standard policies and procedures then in effect.

- (b) *Payment.* Upon completion of data conversion and training, Recipient will pay Provider a monthly Service fee of \$x,xxx.xx. The Service fee will be considered due five (5) days before the start of the calendar month of Service.

3. Service Level Agreement.

In the event of any "Service Failure," as that term is defined above, Provider will issue Recipient a credit. Credit will be 10% of the Recipient's monthly Service fee. Credits issued will apply to outstanding or future payments only and are forfeited upon termination of this Agreement. Provider is not required to issue refunds or to make payments against such credits under any circumstances, including without limitation termination of this Agreement. Credits issued are the Recipient's sole remedy for the Service Failure in question. Provider shall not be liable for service failures caused by factors beyond the reasonable control of the Provider, such as, but not limited to, strikes, insurrection, war, fire, lack of energy, acts of God, mechanical or electrical breakdown, governmental acts or regulations, computer malfunction, quality of data from the customer's software or acts of third parties.

4. Materials, Software, & IP.

- (a) *Materials.* Recipient recognizes and agrees that: (i) the Materials are the property of Provider or its licensors and are protected by copyright, trademark, and other intellectual property laws; and (ii) Recipient does not acquire any right, title, or interest in or to the Materials except the limited and temporary right to use them as necessary for Recipient's use of the Service.
- (b) *Intellectual Property in General.* Provider retains all right, title, and interest in and to the Service, including without limitation all software used to provide the Service and all logos and trademarks reproduced through the Service, and this Agreement does not grant Recipient any intellectual property rights in or to the Service or any of its components.

5. Online Policies.

- (a) *AUP.* Recipient will to comply with the AUP. In the event of Recipient's material breach of the AUP, including without limitation any copyright infringement, Provider may suspend or terminate Recipient's access to the Service, in addition to such other remedies as Provider may have at law or pursuant to this Agreement. Neither this Agreement nor the AUP requires that Provider take any action against Recipient or any other customer for violating the AUP, but Provider is free to take any such action it sees fit.
- (b) *Privacy Policy.* The Privacy Policy applies only to the Service and does not apply to any third party site or service linked to the Service or recommended or referred to through the Service or by Provider's employees.

6. Each Party's Warranties.

- (a) *Recipient's Identity.* Recipient warrants: (i) that it has accurately identified itself through its Account and will maintain the accuracy of such identification; and (ii) that it is a corporation or other business entity authorized to do business pursuant to applicable law.
- (b) *Right to Do Business.* Each party warrants that it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened

claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement.

- (c) *Disclaimers.* Except for the express warranties specified in this section, THE SERVICE IS PROVIDED "AS IS" AND AS AVAILABLE, AND PROVIDER MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. Without limiting the generality of the foregoing, (i) PROVIDER HAS NO OBLIGATION TO INDEMNIFY OR DEFEND RECIPIENT AGAINST CLAIMS RELATED TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS; and (ii) Provider does not warrant that the Service will perform without error or immaterial interruption.

7. Limitation of Liability.

IN NO EVENT: (a) WILL PROVIDER'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE AMOUNT PAID FOR 60 DAYS OF SERVICE; AND (b) WILL PROVIDER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES. THE LIABILITIES LIMITED BY THIS SECTION 7 APPLY: (i) TO LIABILITY FOR NEGLIGENCE; (ii) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR OTHERWISE; (iii) EVEN IF PROVIDER IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (iv) EVEN IF RECIPIENT'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. If applicable law limits the application of the provisions of this Section 7, Provider's liability will be limited to the maximum extent permissible.

8. Data Management.

- (a) *Access, Use, & Legal Compulsion.* Unless it receives Recipient's prior written consent, Provider: (i) will not access or use Recipient Data other than as necessary to facilitate the Service; and (ii) will not give any third party access to Recipient Data. Notwithstanding the foregoing, Provider may disclose Recipient Data as required by applicable law or by proper legal or governmental authority. Provider will give Recipient prompt notice of any such legal or governmental demand and reasonably cooperate with Recipient in any effort to seek a protective order or otherwise to contest such required disclosure, at Recipient's expense.
- (b) *Recipient's Rights.* Recipient possesses and retains all right, title, and interest in and to Recipient Data, and Provider's use and possession thereof is solely as Recipient's agent.
- (c) *Retention & Deletion.* Provider will retain all Recipient Data until erased pursuant to the Data Policy.
- (d) *Injunction.* Provider agrees that violation of the provisions of this Section 8 might cause Recipient irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, Recipient will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.

9. Term & Termination.

- (a) *Term.* This Agreement will continue for one (1) year following the Effective Date (a "Term"). Thereafter, this Agreement will renew for subsequent terms ("Terms") of thirty (30) days, unless

either party notifies the other of its intent not to renew thirty (30) or more days before the beginning of the next Term.

- (b) *Termination for Cause.* Either party may terminate this Agreement for material breach by written notice, effective in 30 days, unless the other party first cures such breach.
- (c) *Effects of Termination.* The following provisions will survive termination of this Agreement: (i) any obligation of Recipient to pay for Service rendered before termination; (ii) Sections 4, 5(b), 6(c), and 7 of this Agreement; and (iii) any other provision of this Agreement that must survive termination to fulfill its essential purpose.

10. Miscellaneous.

- (a) *Notices.* Provider may send notices pursuant to this Agreement to Recipient's address at City of XXXXXXXXXXXXXXXX, Address, PO Box , City, State Zip, and such notices will be deemed received ten (10) days after they are sent. Recipient may send notices pursuant to this Agreement to Caselle, Inc, 1656 S East Bay Blvd, Suite 100, Provo, UT 84606, and such notices will be deemed received ten(10) days after they are sent.
- (b) *Amendment.* Provider may amend this Agreement (including the SLA and Data Policy) from time to time by posting an amended version at its website and sending Recipient written notice thereof. Such amendment will be deemed accepted and become effective 30 days after such notice (the "Proposed Amendment Date") unless Recipient first gives Provider written notice of rejection of the amendment. In the event of such rejection, this Agreement will continue under its original provisions, and the amendment will become effective at the start of Recipient's next Term following the Proposed Amendment Date (unless Recipient first terminates this Agreement pursuant to Section 9 above). Recipient's continued use of the Service following the effective date of an amendment will confirm Recipient's consent thereto. This Agreement may not be amended in any other way except through a written agreement executed by Authorized Representatives of each party. Notwithstanding the foregoing, Provider may amend the AUP or Privacy Policy at any time by posting a new version at its website and/or sending Recipient notice thereof, and such amended version will become effective 30 business days after such notice is sent.
- (c) *Independent Contractors.* The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other and neither may bind the other in any way.
- (d) *No Waiver.* Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than (i) by an Authorized Representative and (ii) in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any prior or subsequent breach of this Agreement.
- (e) *Force Majeure.* To the extent caused by force majeure, no delay, failure, or default will constitute a breach of this Agreement.
- (f) *Assignment & Successors.* Neither party may assign this Agreement or any of its rights or obligations hereunder without the other's express written consent, except that either party may assign this Agreement to the surviving party in a merger of that party into another entity. Except to the extent forbidden in the previous sentence, this Agreement will be binding upon and inure to the benefit of the respective successors and assigns of the parties.

- (g) *Choice of Law & Jurisdiction.* This Agreement will be governed and construed solely by the laws of the State of Utah, without reference to such State's principles of conflicts of law. The parties consent to the personal and exclusive jurisdiction of the state courts of Utah.
- (h) *Severability.* To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.
- (i) *Certain Notices.* Pursuant to 47 U.S.C. Section 230(d), Provider hereby notifies Recipient that parental control protections (such as computer hardware, software, or filtering services) are commercially available that may assist in limiting access to material that is harmful to minors. Information regarding providers of such protections may be found on the Internet by searching "parental control protection" or similar terms.
- (j) *Conflicts among Attachments.* In the event of any conflict between the terms of this main body of this Agreement and those of any accompanying schedule, the terms of this main body will govern. In the event of any conflict between this Agreement and any Provider policy posted online, including without limitation the AUP and Privacy Policy, the terms of this Agreement will govern.
- (k) *Entire Agreement.* This Agreement sets forth the entire agreement of the parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to the subject matter hereof. Neither party has relied upon any such prior or contemporaneous communications.

Note: The attached proposal is considered part of this Agreement.

The signatures below indicate each party's acceptance of the Agreement. Each party has caused this Agreement to be executed by its duly Authorized Representative.

CASELLE, INC.

CITY OF XXXXXXXXXXXXXXXXXXXX, XX

By:

By:

Name: Alan S. Hutchings

Name:

Title: President

Title:

Date: XXXXXXXXXXXXXXXXXXXX

Date:

Schedule A – Data Policy

- (a) *Access, Use, & Legal Compulsion.* Unless it receives Recipient's prior written consent, Provider: (i) will not access or use data in electronic form collected through the Services from Recipient's customers or other third parties, or collected or accessible directly from Recipient, (collectively, "Data") other than as necessary to facilitate the Services; and (ii) will not give any third party access to Data. Notwithstanding the foregoing, Provider may disclose Data as required by applicable law or by proper legal or governmental authority. Provider will give Recipient prompt notice of any such legal or governmental demand and reasonably cooperate with Recipient in any effort to seek a protective order or otherwise to contest such required disclosure, at Recipient's expense.
- (b) *Recipient's Rights.* Recipient possesses and retains all right, title, and interest in and to Project Data, and Provider's use and possession thereof is solely as Recipient's agent.
- (c) *Retention & Deletion.* Provider will retain any Data in its possession until Erased. Provider will Erase: (i) all copies of Data promptly after Recipient's written request; and (ii) all copies of Data no sooner than 90 days after termination of this Agreement and no later than 120 days after such termination. Promptly after Erasure pursuant to this Subsection (c), Provider will certify such Erasure in writing to Recipient. ("Erase" and "Erasure" refer to the destruction of data so that no copy of the data remains or can be accessed or restored in any way.)
- (d) *Individuals' Access.* Provider will not allow any of its employees to access Data, except to the extent that an employee needs access in order to facilitate the Services and executes a written agreement with Provider agreeing to comply with Provider's obligations set forth in this Section.
- (e) *Compliance with Law & Policy.* Provider will comply with all applicable federal and state laws and regulations governing the handling of Data.
- (f) *Leaks.* Provider will promptly notify Recipient of any actual or potential exposure or misappropriation of Data (any "Leak") that comes to Provider's attention. Provider will cooperate with Recipient and with law enforcement authorities in investigating any such Leak, at Provider's expense. Provider will likewise cooperate with Recipient and with law enforcement agencies in any effort to notify injured or potentially injured parties, and such cooperation will be at Provider's expense, except to the extent that the Leak was caused by Recipient. The remedies and obligations set forth in this Subsection (f) are in addition to any others Recipient may have.

Schedule B – Acceptable Use Policy

A. Unacceptable Use

Provider requires that all customers and other users of Provider's service (the "Service") conduct themselves with respect for others. In particular, please observe the following rules in your use of the Service:

- 1) *Privacy*: Do not violate the privacy rights of any person. Do not collect or disclose any personal address, social security number, or other personally identifiable information without each holder's written permission. Do not cooperate in or facilitate identity theft.
- 2) *Intellectual Property*: Do not infringe upon the copyrights, trademark rights, trade secret rights, or other intellectual property rights of any person or entity. Do not reproduce, publish, or disseminate software, audio recordings, video recordings, photographs, articles, or other works of authorship without the written permission of the copyright holder.
- 3) *Hacking, Viruses, & Network Attacks*: Do not access any computer or communications system without authorization, including the computers used to provide the Service. Do not attempt to penetrate or disable any security system. Do not intentionally distribute a computer virus, launch a denial of service attack, or in any other way attempt to interfere with the functioning of any computer, communications system, or website. Do not attempt to access or otherwise interfere with the accounts of other users of the Service.
- 4) *Fraud*: Do not issue fraudulent offers to sell or buy products, services, or investments. Do not mislead anyone about the details or nature of a commercial transaction. Do not commit fraud in any other way.
- 5) *Violations of Law*: Do not violate any law.

B. Consequences of Violation

Violation of this Acceptable Use Policy (this "AUP") may lead to suspension or termination of the Recipient's use of the Service or legal action. In addition, the Recipient may be required to pay for the costs of investigation and remedial action related to AUP violations.

C. Reporting Unacceptable Use

Provider requests that anyone with information about a violation of this AUP report it to the following address: Caselle, Inc. 1656 S East Bay Blvd, Suite 100, Provo, Utah 84606. Please provide the date and time of the violation and any identifying information regarding the violator, including e-mail or IP (internet protocol) address if available, as well as details of the violation.

D. Revision of AUP

Provider may change this AUP at any time by posting a new version on its website (www.caselle.com) or by sending the Recipient written notice thereof. The new version will become effective on the date of such notice.


ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 03/01/2017
PRODUCER Western States Insurance Agency Inc 87 East Center Spanish Fork, UT 84660 License #: 92455	Phone: (801)798-7461	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Caselle, Inc Merrill Frost 1656 South East Bay Blvd ste.100 Provo, UT 84606	INSURERS AFFORDING COVERAGE INSURER A: Travelers INSURER B: INSURER C: INSURER D: INSURER E:	NAIC #

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	ZPP12N93768	12/15/2016	12/15/2017	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000				
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	BA2602P784	12/15/2016	12/15/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$	ZUP15S77988	12/15/2016	12/15/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATU-TORY LIMITS OTH-ER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
A	Blanket BPP	ZPP12N93768	12/15/2016	12/15/2017	400,000 \$ \$1,000 ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER <div style="text-align: center; font-size: 1.2em;">Copy for Insured</div>	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE  <div style="text-align: right;">(AOJ)</div>
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IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

EXHIBIT D

SOFTWARE LICENSE AGREEMENT

CASELLE, INC.
1656 S. East Bay Blvd.
Suite 100
Provo, UT 84606

("Caselle")

COLUMBIA COUNTY
230 Strand Street
St. Helens, OR 97051

("You" or "Your")

You agree to License the Software and Purchase the services detailed below ("Items"), and Caselle, Inc. agrees to provide them, subject to the terms and conditions of this Agreement.

Grant of License

Caselle, Inc. and its Licensors agrees to grant, and You agree to accept a limited, non-transferable, non-exclusive license ("License") to use the computer programs, with the accompanying manuals, literature and other materials ("Software") as detailed under Items, in perpetuity subject to the terms and conditions of this Software License Agreement and subject to termination as provided herein. The term Software shall also include all revisions, updates, enhancements and new modules or add-ons to the existing Software as detailed under Items.

Taxes

Prices and fees are exclusive of all federal, state, municipal, or other government excise, duties, sales, use, occupational, or like taxes now or hereafter in force, and are therefore subject to increase in an amount equal to any tax Caselle may be required to collect or pay upon licensing or delivery of any Items, other than federal, state and local taxes based on Caselle's income. You also agree to pay all personal property taxes which accrue to you by reason of this Agreement.

Title and Confidentiality

Title and full ownership rights to the Software licensed under this Agreement, including, without limitation, all intellectual property rights therein and thereto, and any copies You make, remain with Caselle. It is agreed the Software is the proprietary, confidential, trade secret property of Caselle, whether or not any portions thereof are or may be copyrighted and You shall take all reasonable steps necessary to protect the confidential nature of the Software as You would take to protect Your own confidential and trade secret information. You further agree that, to the extent allowed under Oregon Public Records Law, You shall not make any disclosure of any or all such Software (including methods or concepts utilized therein) to anyone, except to employees, agents, or contractors working for You to whom such disclosure is necessary to the use for which rights are granted hereunder. You shall appropriately notify all employees, agents, and contractors to whom any such disclosure is made that such disclosure is made in confidence and shall be kept in confidence by them. Upon Caselle's request, such employees, agents, and contractors shall enter into an appropriate confidentiality agreement for secrecy and nonuse of such information which by its terms shall be enforceable by injunctive relief at the request of Caselle. If Caselle makes such a request, it shall provide You with the appropriate confidentiality agreements. The obligations imposed by this section upon You, Your employees, agents, and contractors, shall survive and continue after any termination of rights under this Agreement. It shall not be a breach of this Agreement if you are required to disclose or make the Software available to a third party or to a court if the Software is subpoenaed or otherwise ordered by an administrative agency or court of competent jurisdiction to be produced or disclosed.

License

You may:

- a) Use the Software on a single server or network ("System") for the appropriate number of users. The Software may be moved to and used on another System, but shall under no circumstances be used on more than one System at a time.
- b) Make System readable copies of the software media provided with the Software as required for backup protection. Such copies may only be used in support of Your use of the Software on the System and may not be used for any other purpose. Each of these copies must have a label placed on the media indicating the Software is a proprietary product of Caselle.

You may not:

- a) Rent, lease, sublicense, assign, sell, loan or otherwise transfer this Software, in whole or in part, except as expressly permitted by this Agreement or unless another entity purchases the Software necessary for their own use..
- b) Inspect, disassemble, decompile, reverse engineer or in any way attempt to determine the internal methods of the Software.
- c) Modify the Software or merge it into any other product without the express written consent of Caselle.
- d) Reproduce, prepare derivative works based upon, transmit or distribute the Software, or any part of it, in any form or by any means except as expressly permitted in this Agreement.
- e) Permanently transfer or assign the Software and the rights under this License to another party without the express written consent of Caselle.

Returns of Modules or Components

- a) No returns will be accepted without a written request to Caselle. To receive full credit, less the cancellation fee (set forth below), such requests must be made in writing to and received by Caselle's corporate office within thirty (30) days of final acceptance. No returns will be considered for credit until appropriate notice has occurred within the time limits specified and all Software and related materials are returned to Caselle's corporate office within ten (10) days of notice.
- b) Pre-approved returns occurring after the thirty-day period has lapsed will be allowed 75% credit, if such requests are made in writing to and received by Caselle's corporate office within sixty (60) days of this agreement. Any returns attempted after the sixty-day period has lapsed will receive no credit.
- c) A minimum cancellation fee of 10% will be assessed to all pre-authorized returns. Caselle has a right, but not an obligation to retrieve the returned Software. Caselle will assume no liability for Software that is damaged or lost in transit while being returned. Additionally, such returns shall occur at Client's expense.
- d) In addition to the return of the Software, Client agrees that it will delete and remove all copies from all computer systems within its control. Client also agrees that it will return all written materials received from Caselle, including program materials, instruction manuals, and any and all training materials to Caselle.

Additional Services

Support, Training and Data Conversion for the Software will be provided directly by Caselle, or its authorized support centers, and are subject to separate agreements.

EXHIBIT E

**SOFTWARE MAINTENANCE & SUPPORT AGREEMENT
(SOFTWARE ASSURANCE)**

CASELLE, INC.
1656 S. East Bay Blvd.
Suite 100
Provo, UT 84606

and

COLUMBIA COUNTY
230 Strand Street
St. Helens, OR 97051

("Caselle")

("You" or "Your")

agree that Caselle will provide You with Software Maintenance and Support on Caselle's Software subject to the following terms and conditions:

Availability

Support calls, covered by this Agreement, will be answered by Caselle's Support Center, on the designated support telephone number, between 7:30 am and 5:30 pm Mountain Time, Monday through Friday, except holidays.

Coverage

This Maintenance & Support Agreement covers all Caselle application software licensed to You. It does not cover third party software or products. Support may, on a best efforts basis, be provided for third party products, such as operating systems and hardware.

Charges

Charges cover Software presently installed and will remain fixed for three (3) years providing You license no new applications. If You license new applications or change user levels, charges will be modified. Following the initial three (3) year term charges may be increased, at Caselle's discretion. In no event will charges increase more than 5% annually.

Updates and Upgrades

Caselle will provide, free of charge, all patches, fixes, updates, enhancements and version upgrades of the application(s) in use by the You, which are released during the term of this agreement. These will become part of the licensed software for the purposes of this agreement.

New Modules and Applications

This Agreement may be amended to add new modules and applications. New modules and applications, sold separately from the applications and services purchased under this agreement, will be available to the You at a discount equivalent to the discount offered for the original software purchase, if purchased within three (3) years from the effective date of this agreement.

Payment

Payment terms shall be monthly in advance in U.S. Dollars and shall not be considered received until Your check clears the banking process. Any charges or costs incurred in the collection of Your check, due to insufficient funds or any other reason, shall be reimbursed by You. Late payments shall be subject to extra charges. If payment is not received when due, Caselle reserves the right to suspend Your support until payment is received. Such suspension will not relieve You of payment obligation.

Service Level Requirements

Caselle and You acknowledge and agree that the purpose of this Exhibit is:

- To create an environment of co-operative relationship between Caselle and You to ensure effective support for Your end users.
- To ensure that You achieve the provision of high quality of service for Your end users with the full support of Caselle.

1. Complaints

All complaints relating to the operation of the support service by either party will be forwarded in writing and distributed concurrently to the signatories of this document. The intent is to ensure thorough, timely and open resolution of all such problems. Such complaints may relate to the following aspects:

- Expected level of support
- Actual support offered and delivered
- Personnel responsible for providing or administering support
- Any other issue relating to this document or the relationship between the County and Contractor.

2. Other Service Level Requirements Exclusions

Services provided do not include support for system environment changes necessitated by the County. Examples of exclusions include such things as:

- County infrastructure equipment upgrades (e.g. New Servers, DBMS Upgrades, Network Changes, File migrations, Middleware upgrades, etc.).
- 3rd Party Vendor software changes (e.g. New Versions, Interfaces, File Imports/Exports, Anti-Virus, etc.).

3. Response Time

Both parties agree that response times for support service will be on a best efforts basis with the following expectations:

- Urgent requests will have a minimum response time of one (1) business day.
- Non-Urgent requests will have a minimum response time of two (2) business days.

INTERGOVERNMENTAL AGREEMENT
MCSEnforcement Data
Motor Carrier Transportation Division (MCTD)
And
Columbia County Sheriff's Department

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, Motor Carrier Transportation Division, hereinafter referred to as "MCTD;" and Columbia County, acting by and through the Columbia County Sheriff's Office, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, state agencies may enter into agreements with units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.
2. MCTD utilizes technology to improve operating efficiencies of state and local agencies and trucking industry operations in Oregon. MCTD implemented web based technology that provides Agency enforcement staff real time information regarding a motor carrier's compliance status with size and weight regulations. Agency will utilize web based technology to assist enforcement activity. The Parties share mutual goals of improving highway safety and protecting infrastructure.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Under such authority, MCTD and Agency agree to MCTD providing Agency access to MCSEnforcement data (i.e. Enforcer and OSCAR data). In addition, MCTD will issue a PIN number to Agency for said data. Agency shall provide MCTD with all scale numbers for fixed and portable sites and shall utilize the information made available under this Agreement to perform size and weight enforcement activity on Agency roads, and shall submit "weight data" collected to MCTD, hereinafter referred to as "Services." Agency shall provide to MCTD authorized user information.
2. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate ten (10) calendar years following the date all required signatures are obtained.

AGENCY OBLIGATIONS

1. Agency shall be issued a PIN number to access MCTD web site and shall ensure the security of the pin.
2. Information obtained by Agency pursuant to this Agreement shall be used by Agency only for the purposes of performing its duties to size and weight enforcement. Agency shall allow only its authorized employees to access MCTD records to obtain information necessary to perform functions in pursuit of the aforementioned goals. No other use, sale or access by unauthorized persons shall be allowed. No individual or other entity shall access or otherwise utilize any information contained in the database for any purpose not permitted or authorized by the State of Oregon acting through MCTD.
3. Agency shall immediately notify MCTD of any breach or potential breach of security of MCTD data obtained by Agency pursuant to this Agreement. For the purpose of this agreement, a breach of security is the unauthorized release or inadvertent public exposure of data in any format that has potential to materially compromise security, confidentiality or integrity of personal information maintained by person. Agency will bear the expense of any notification to the entities impacted by breach or potential breach if MCTD in its judgement determines that notification is required by statute or prudence; and, Agency will bear the expense of any credit monitoring by impacted parties resulting from a security breach to MCTD data that is caused by Agency users or systems.
4. Agency shall provide MCTD with all county scale numbers for fixed and portable sites.
5. Agency shall utilize the information made available to it under this Agreement to perform size and weight enforcement on Agency roads, and shall submit weigh data collected to MCTD.
6. Parties hereto are subject to the Oregon Public Records Law, ORS 192.41 through 192.55, and ORS 802.179. Parties authority to maintain the confidentiality of records and documents is subject to and limited by law.
7. The State acting through ODOT and Agency are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, or is intended to give, or shall be construed to give or provide, any benefit or right to third persons.
8. Agency, its employees, representatives and agents shall not be eligible for any compensation, social security, unemployment insurance or workers compensation benefits from the State under, or by reason of his Agreement.
9. Failure of the parties to enforce any provisions of this Agreement shall not constitute a waiver by the parties of that or any other provisions.

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10. Agency and State each shall be responsible, to the extent provided by the Oregon Tort Claims Act (ORS 30.260-30.300) and the Oregon Constitution, only for the acts, omissions or negligence of its own officers, employees or agents.
11. Agency's Project Manager for this Project / Single Point of Contact is Jon Kinsel, Columbia County Sheriff's Department, 901-Port Avenue, St Helens, OR 97501 Phone: 503-397-2511, Email: Jon.kinsel@co.columbia.or.us or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.
12. Agency shall provide to MCTD a list of all user staff authorized to access the data system and be issued an access PIN Number. Agency shall provide to MCTD staff user information, including the following:
 - A. Name
 - B. Address
 - C. Phone #
 - D. Badge #

STATE/MCTD OBLIGATIONS

1. MCTD shall provide PIN number to Agency for access to MSCEenforcement data.2.
2. MCTD's Project Manager for this Project / Single Point of Contact is W. Edward. Scrivner, Manager Fleet Motor Carrier Services,3930 Fairview Industrial Dr. SE, Salem, OR 97302 Phone: 503-378-6071 Email: w.e.scrivner@odot.state.or.us or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. This Agreement may be terminated by either Party upon thirty (30) days' notice, in writing and delivered by certified mail or in person.
2. 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 State or Agency with respect to which the 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. Each 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 a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
3. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of

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expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency 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 State on the one hand and of Agency 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. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

4. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency 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 State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
5. Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
6. 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.
7. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

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THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

Signature Page to Follow

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Columbia County Sheriffs Department,
by and through its designated officials

By _____

Date _____

APPROVAL RECOMMENDED

By _____

Date _____

APPROVED AS TO LEGAL
SUFFICIENCY (If required in Agency
Process)

By _____
Counsel

Date _____

Columbia County Agency Contact
Columbia County Sheriff's Department
Jon Kinsel
901 Port Avenue
St. Helens, OR 97051
PH: 503-397-2511
Email: Jon.kinsel@co.columbia.or.us

Additional Agency Contacts Day to Day
Operations:

Columbia County Sheriff's Department
Deputy Bill Goodwin
901 Port Avenue
St. Helens, OR 97051
PH: 503-366-4611
Email: Bill.goodwin@co.columbia.or.us

STATE OF OREGON, by and through
its Department of Transportation

By _____

Date _____

APPROVAL RECOMMENDED

By _____

Date _____

State MCTD Contact
W. Edward Scrivner, Manager
Field Motor Carrier Services
3930 Fairview Industrial Dr. SE
Salem, OR 97302-1166
PH: 503-378-6071
Email: w.e.scrivner@odot.state.or.us

Additional MCTD Contact Day to Day
Operation:

Gary Pullen
Field Service Technical Analyst
3930 Fairview Industrial Drive SE
Salem, OR 97302
PH: 503-378-6070
Email: Garry.p.pullen@odot.state.or.us