



BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON

Wednesday, June 27, 2018
10:00 a.m. - Room 308

BOARD MEETING AGENDA

CALL TO ORDER/FLAG SALUTE

MINUTES:

Minutes, May 21, 2018 Work Session
Minutes, June 12, 2018 Budget Hearing
Minutes, June 14, 2018 Budget Hearing
Minutes, June 20 2018 Board meeting
Minutes, June 20, 2018 Work Session

VISITOR COMMENTS - 5 MINUTE LIMIT

Brian Pixley - Sheriff's Office PIO: Weekly Update

MATTERS:

1) Acknowledge Rod Hansen's retirement

CONSENT AGENDA:

- (A) Ratify the Select to Pay for the week of 06.25.18.
- (B) Cancel the 7.4.18 BOC and Work Session meeting.
- (C) Order No. 19-2018, "In the Matter of Authorizing Inter-fund Loans to Close FY 18 Transit Fund and Fair Fund Operating Deficits".
- (D) Order No. 20-2018, "In the Matter of Authorizing Supplemental Budget Appropriations And Contingency Transfer For Fiscal Year 2017-2018".
- (E) Resolution No. 24-2018, "In the Matter of the Adoption of the Columbia County Budget for Fiscal Year 2018-2019 and the Appropriation and Levying of Ad Valorem Taxes".
- (F) Order No. 25-2018, "In the Matter of Reimbursing the Vernonia Rural Fire Protection District Pursuant to ORS 275.275(2) [2018 Distribution- Mist Gas Field Revenues]".
- (G) Order No. 26-2018, "In the Matter of Reimbursing the Mist-Birkenfeld Rural Fire Protection District Pursuant to ORS 275.275(2) [2018 Distribution--Mist Gas Field Revenues".

- (H) Order No. 27-2018, "In the Matter of the Distribution of Proceeds Under ORS 275.275".
- (I) Order No. 28-2018, "In the Matter of Amending Fee Schedules for Building, Electrical, and Other Miscellaneous Permits under the Building Inspection Program; On-Site Wastewater Program Fees; and Planning Program Fees".
- (J) Order No. 29-2018, "In the Matter of Rate Adjustments for Curbside Collection Services and Commercial Drop Box Service for Franchise Areas Covering Unincorporated Columbia County".

AGREEMENTS/CONTRACTS/AMENDMENTS:

- (K) C44-2018 - Intergovernmental Agreement By and Between Columbia County and Oregon Health And Sciences University for Health Officer.
- (L) C45-2018 - Amended and Restated Personal Services Provider Contract By and Between Columbia County and the Public Health Foundation of Columbia County for Public Health Services.
- (M) C48-2018 - Business Associate Agreement with the Public Health Foundation of Columbia County.
- (N) C49-2018 - Business Associate Agreement with Oregon Health And Sciences University.
- (O) C50-2018 - Third Amendment to Personal Services Contract By and Between Columbia County and Helion Software, Inc. for ORCATS.
- (P) C55-2018 - Grant Agreement No. 32852 - 5311 with the Oregon Department of Transportation for the Purchase of Two Vehicles.
- (Q) C56-2018 - Grant Agreement No. 32830 - 5339 with the Oregon Department of Transportation for the Purchase of Two Vehicles.

DISCUSSION ITEMS:

- C62-2018 Agreement with City of St. Helens for use of the Plaza July 4, 2018.

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.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

In the Matter of Authorizing)
Inter-fund Loans to Close FY18) RESOLUTION NO. 19-2018
Transit Fund and Fair Fund Operating Deficits)

WHEREAS, ORS 294.468 permits the County to loan money from the County general fund to another fund of the County whenever the loan is authorized by official resolution of the Board of County Commissioners; and

WHEREAS, the resolution shall state the fund from which the loan is made, the fund to which the loan is made, the purpose for the loan and the principal amount of the loan; and

WHEREAS, if the loan is an operating loan, the resolution shall provide that the money loaned shall be budgeted and repaid to the fund from which the money was borrowed by the end of the ensuing year or ensuing budget period; and

WHEREAS, two inter-fund loans are necessary and permitted under ORS 294.468;

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

The following operating inter-fund loans are approved and are budgeted to be repaid to the General Fund by the end of the ensuing budget period, FY2019:

An inter-fund loan in an amount not to exceed \$400,000 to the 216 Transit Fund from the 100 General Fund in order to cover the Transit Fund FY2018 ending fund balance deficit;

An inter-fund loan in an amount not to exceed \$30,000 to the 204 Fair Fund from the 100 General Fund in order to cover the Fair Fund FY2018 ending fund balance deficit;

DATED in St. Helens, Oregon this 13th day of June, 2018.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON,

By: _____
Margaret Magruder, Chair

By: _____
Henry Heimuller, Commissioner

By: _____
Alex Tardif, Commissioner

Approved as to form:

By: _____
Office of County Counsel

NOW, THEREFORE, IT IS RESOLVED that the supplemental budget actions are hereby approved, and appropriated as detailed in Exhibit A:

\$430,000 General Fund Contingency Transfer

DATED in St. Helens, Oregon this 27th day of June, 2018.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON,

By: _____
Margaret Magruder, Chair

By: _____
Henry Heimuller, Commissioner

By: _____
Alex Tardif, Commissioner

Approved as to form:

By: _____
Office of County Counsel

Exhibit A

Increase in Budget Appropriation:

100-60 General Fund – Transfer Category \$400,000

For operation loan to Transit Department which will be repaid to the General Fund in the next fiscal year

100-60 General Fund – Transfer Category \$30,000

For operation loan to Fair Board Fund which will be repaid to the General Fund in the next fiscal year

Decrease in Budget Appropriation:

100-60 General Fund - Contingency Category \$430,000

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

In the Matter of the Adoption of the)
Columbia County Budget for Fiscal)
Year 2018-2019 and the Appropriation)
and Levying of Ad Valorem Taxes)
_____) RESOLUTION NO. 24-2018

THIS MATTER having come before the Board of County Commissioners of Columbia County, Oregon on the 27th day of June 2018;

WHEREAS, the Board of County Commissioners has received the budget and made any necessary modifications and the same is now ready for adoption; and

WHEREAS, the total amount of appropriations for all funds is \$62,480,740.00 for Columbia County;

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Columbia County Budget for fiscal year 2018-2019 in the total amount of \$62,480,740.00 be, and hereby is, adopted.

IT IS FURTHER RESOLVED that the amounts for the fiscal year beginning July 1, 2018, for the purpose of operating Columbia County for the fiscal year 2018-2019 be, and hereby are, appropriated as shown in Exhibit "A" which is attached hereto and incorporated herein by this reference.

IT IS FURTHER RESOLVED that the Board of County Commissioners hereby imposes the taxes provided for in the adopted budget upon the assessed value of all taxable property within the County at the permanent rate of \$1.3956 per \$1,000 of assessed value for operations; and at the rate of \$0.5797 per \$1,000 for jail operations local option levy; and that these taxes are hereby imposed and categorized for tax year 2018-2019 upon the assessed value of all taxable property within Columbia County as of 1:00 a.m. January 1, 2018.

The following allocation and categorization is subject to the limits of Article XI, Section 11b of the Oregon Constitution constitute the above aggregate levy:

Subject to the
General Government Limitation

Permanent Rate	\$1.3956 rate per \$1,000
Jail Operations Levy	\$0.5797 rate per \$1,000.

IT IS FURTHER RESOLVED that the Budget Officer certify to the County Clerk and County Assessor of Columbia County, Oregon, the tax levy made by this resolution, and the notice of property tax, and shall file with the Clerk's Office a copy of the budget as finally adopted.

DATED at St. Helens, Oregon this 27th day of June, 2018.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____
Margaret Magruder, Chair

By: _____
Henry Heimuller, Commissioner

By: _____
Alex Tardif, Commissioner

Approved as to form:

By: _____
Office of County Counsel

Columbia County Exhibit A

FY19 Budget Appropriation

Fund, Dept and Budget Category	Appropriations
General Fund	
Commissioners	620,353
Assessor's Dept	1,389,997
Tax Office	274,622
Clerk's Office	282,055
Elections	136,482
Sheriff's Office	2,649,884
Economic Development	170,365
County Surveyor	155,878
District Attorney's Office	1,611,576
Justice Court	584,231
Col County Firing Range	4,264
Juvenile Department	957,496
County Counsel	591,300
Veterans' Service Office	136,895
Public Health	1,237,919
Court Mediation	34,000
Emergency Services	303,027
Finance/Purchasing/PR	1,312,728
Land Dev Services	858,385
Info Tech Department	989,905
Public Affairs	133,958
Human Resources	299,427
General Services	793,802
Debt	968,287
Transfers	4,069,411
Contingency	1,181,462
General Fund Total	21,747,707
Roads Fund	
Program	10,224,080
Transfers	448,856
Contingency	1,586,764
Roads Total	12,259,700

Fund, Dept and Budget Category	Appropriations
Parks and Forest Fund	
Program	617,128
Transfers	90,847
Contingency	212,494
Parks Total	920,469
Community Justive - Adult Division	
Program	2,099,807
Debt	6,680
Transfers	548,594
Contingency	1,342,137
Cmty Just Adult Total	3,997,217
Fair	
Program	474,723
Transfers	56,792
Contingency	0
Fair Total	531,515
Solid Waste Transfer Station Fund	
Program	2,400,518
Debt	423,660
Transfers	46,328
Contingency	1,907,260
Solid Waste Total	4,777,765
Direct Pass Through Fund	
Program	55,000
Direct Pass Thru Total	55,000
Corner Restoration Fund	
Program	94,797
Transfers	18,746
Contingency	225,986
Corner Restoration Total	339,530
Inmate Benefit Fund	
Program	65,000
Transfers	15,750
Contingency	220,229
Inmate Benefit Total	300,979

Fund, Dept and Budget Category	Appropriations
Courthouse Security Fund	
Program	13,500
Transfers	33,773
Contingency	146,855
Courthouse Sec Total	194,127
Law Library Fund	
Program	68,840
Transfers	3,362
Contingency	53,695
Law Lib Total	125,897
Transit Fund - Columbia County Rider	
Program	2,557,526
Transfers	515,118
Contingency	0
Transit Total	3,072,643
Building Services Fund	
Program	945,981
Transfers	138,191
Contingency	100,126
Building Srvc Total	1,184,298
Strategic Investment Program	
Program	829,437
Transfers	579,114
Special Payments	5,178
SIP Total	1,413,729
Jail Operations Fund	
Program	5,859,123
Debt	60,000
Transfers	635,115
Contingency	1,938,964
Jail Operations Total	8,493,202

Fund, Dept and Budget Category	Appropriations
PERS Reserve Fund	
Program	1,205,000
Contingency	7,591
PERS Reserve Total	1,422,591
Public Works Capital Project Fund	
Program	0
Transfers	417,562
Contingency	1,226,807
Public Works Capital Total	1,644,369
Total Columbia County	
Program	43,039,006
Debt	1,458,627
Transfers	7,827,559
Special Payments	5,178
Contingency	10,150,370
Total Columbia County Appropriation	62,480,740
Unappropriated Categories	
General Fund Ending Fund Balance	1,500,000
Total Columbia County Budget	63,980,740

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON**

**In the Matter of Reimbursing the Vernonia Rural Fire)
Protection District Pursuant to ORS 275.275(2))**

ORDER NO 25-2018

[2018 Distribution — Mist Gas Field Revenues]

WHEREAS, on December 29, 1994, the Board of County Commissioners adopted Order No. 338-94 which, among other things, authorized the Vernonia Rural Fire Protection District ("Vernonia RFPD") to apply for reimbursement for a portion of their operational costs due to the impaction on the District by natural gas exploration, development, transportation and storage in the Mist gas fields; and

WHEREAS, this reimbursement is made to the Vernonia RFPD under Order No. 338-94 out of the proceeds received from the Mist gas field and pursuant to ORS 275.275(2); and

WHEREAS, on May 31, 2018, the Vernonia RFPD submitted a list of budgeted expenditures for the 2017- 2018 fiscal year, along with the corresponding percentage which are a result of impaction in the amount of \$59,364 certified to be for the costs described above; and

WHEREAS, the Board has reviewed and approved these costs, and the Columbia County Treasurer has verified said costs; and

WHEREAS, the Request for Reimbursement and Certification, the Board's approval and the Treasurer's verification referred to above are attached hereto as Exhibits A, B and C, respectively, and are incorporated herein by this reference; and

WHEREAS, the amount available for reimbursement for impaction at this time is \$14,657.75 and, by prior agreement, Vernonia RFPD is entitled to thirty-four percent (34%) of those funds; and

WHEREAS, this matter is now before the Board of County Commissioners for approval of reimbursement in the amount of \$4,983.63, which is the allowable amount of reimbursement for the above-mentioned costs approved pursuant to Order No. 338-94 and Order No. 27 -2018;

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NOW, THEREFORE, IT IS HEREBY ORDERED that the Vernonia RFPD shall be reimbursed in the amount of \$4,983.63 as a portion of their operational costs due to impactation on the district by natural gas exploration, development, transportation and storage in the Mist gas fields, as described in the attached Exhibit A.

DATED this 27th day of June, 2018.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____
Margaret Magruder, Chair

By: _____
Henry Heimuller, Commissioner

By: _____
Alex Tardif, Commissioner

Approved as to form

By: _____
Office of County Counsel



Vernonia Rural Fire Protection District

May 31, 2018

555 East Bridge St.
Vernonia, OR 97064

Columbia County Board of Commissioners
ATTN: Jennifer
230 Strand Street
St. Helens, Oregon 97051

Office:
(503) 429-8252

Fax:
(503) 429-2900

Dean Smith
Fire Chief

Karin Goodman
Office Manager

RE: 2017-2018 Impact Request

Dear Jennifer;

We are asking for reimbursement of Impact funds under ORS 275.275 (2) (b). The following amount is being requested for reimbursement of operational costs in the amount of \$ 59,864.

Attached you will find a copy of our Operational cost projected out in percentage based on our current budget for the 2017-2018 budget year. You will also find attached a copy of the certificate signed.

I would like to say that we appreciate the Board of Commissioners consideration in this matter.

Sincerely,

Earl Dean Smith
Fire Chief
Vernonia Rural Fire Protection District

**"TO BETTER SERVE
OUR COMMUNITY
THROUGH
PREPARATION
AWARENESS
AND
PERSERVRRANCE"**

Please visit our
website at:
www.vernoniafire.us



Vernonia Rural Fire Protection District

555 East Bridge St.
Vernonia, OR 97064

Office:
(503) 429-8252

Fax:
(503) 429-2900

Dean Smith
Fire Chief

Karin Goodman
Office Manager

CERTIFICATE

On behalf of the Vernonia Rural Fire Protection District, we certify that the attached "Exhibit A" is a listing of budgeted expenditures for the 2017-2018 fiscal year along with the corresponding percentage, which is a result of "Impaction" on the district. This "Impaction" is due to the natural gas exploration, development, transportation and storage in the Mist gas fields. It has been determined that a portion of these operation costs are reimbursable under ORS 275.275 (2) (b).

Dated this 31th day of May 2018

VERNONIA RURAL FIRE
PROTECTION DISTRICT

"TO BETTER SERVE
OUR COMMUNITY
THROUGH
PREPARATION
AWARENESS
AND
PERSISTENCE"

Earl Dean Smith, Fire Chief

Karin Goodman, Office Manager

Please visit our
website at:
www.vernoniafire.us



Vernonia Rural Fire Protection District

555 East Bridge St.
Vernonia, OR 97064

Office:
(503) 429-8252

Fax:
(503) 429-2900

Dean Smith
Fire Chief

Karin Goodman
Office Manager

COST OF OPERATION

The following is a listing of budgeted expenditures for the 2017-2018 fiscal year and the corresponding percentage, which is a result of "Impaction".

<u>2017-2018 Budget</u>	<u>Total Budget</u>	<u>15% Impaction</u>
Personal Services	\$ 234,087	\$ 35,113
Materials and Services	\$ 117,176	\$ 17,576
Capitol Outlay	\$ 44,500	\$ 6,675
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Sub Total	\$ 395,763	\$ 59,364

Total amount requested for reimbursement \$ 59,364

Note: Unappropriated, Debt Service and Reserve funds are not included in the amounts above.

If the total requests for reimbursement exceed the total amount available for disbursement from the "impact fund", we request that the formula approved and applied in November of 1994 be used to determine the disbursement amounts. Enclosed is a cost of operation statement and a certification of cost signed by our staff.

**"TO BETTER SERVE
OUR COMMUNITY
THROUGH
PREPARATION
AWARENESS
AND
PERSERVERANCE"**

Please visit our
website at:

www.vernoniafire.us

VERNONIA RURAL FIRE PROTECTION DISTRICT

555 E Bridge Street
Vernonia OR 97064
PH: 503-429-8252
Fax: 503-429-2900

FAX COVER SHEET

To: Jacey
Columbia County Commissioner
Fax #: 503 397 7243
From: Karri Goodman
Date: 5-31-18

4 Pages including cover sheet

If questions Please call me at 1-503-429-8252.

Original in the mail

Columbia County



Board of Commissioners

230 Strand Street, Rm 331, St. Helens, Oregon 97051-2096

*Ph: 503-397-4322 *Fax 503-397-7243

Commissioner Margaret Magruder
Commissioner Henry Heimuller
Commissioner Alex Tardif
Jan Greenhalgh, Board Office Administrator
Jacyn Normine, Board Office Specialist

Margaret.magruder@co.columbia.or.us

Henry.heimuller@co.columbia.or.us

Alex.tardif@co.columbia.or.us

Jan.greenhalgh@co.columbia.or.us

Jacyn.normine@co.columbia.or.us

MEMORANDUM

TO: Jennifer Cuellar, Treasurer

FROM: Board of County Commissioners

DATE: June 4, 2018

RE: Review and Determination Regarding Vernonia Rural Fire Protection District's Request for Reimbursement, Certificate and Cost Bill

The Board of County Commissioners has reviewed the request for reimbursement, certificate and cost bill submitted by the Vernonia Rural Fire Protection District for a portion of their operational costs incurred due to the impaction on the District of natural gas exploration, development, transportation and storage in the Mist gas field. The Board has determined that the documentation is adequate and that the operational costs incurred meet the requirements for which the Board originally approved reimbursement under ORS 275.275(2) in Order No. 338-94.

The Board hereby requests that you verify the cost bill sought for reimbursement, as required by ORS 275.275(5), and sign and return the attached verification document to the Office of County Counsel.

Thank you,



COLUMBIA COUNTY

Jennifer Cuellar-Smith, Director

Department of Finance and Taxation

230 Strand Street
jennifer.cuellar@co.columbia.or.us

St. Helens, Oregon 97051

Phone: (503) 397-7252
Fax: (503) 397-7251

CERTIFICATE

Pursuant to ORS 275.275(2)(b), I have reviewed the May 31, 2018, request for reimbursement, certificate and cost bill submitted by the Vernonia Rural Fire Protection District and verify that, to the best of my knowledge, they are for a portion of the operational costs incurred due to the impaction on the district of natural gas exploration, development, transportation and storage in the Mist gas fields. The Board of County Commissioners has determined these costs to be reimbursable under ORS 275.275(2)(b) and Order No. 27– 2018.

Dated this 27th day of June, 2018.

Columbia County Treasurer

By: _____

Jennifer Cuellar-Smith

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON**

In the Matter of Reimbursing the Mist-Birkenfeld Rural)
Fire Protection District Pursuant to ORS 275.275(2))

ORDER NO 26-2018

[2018 Distribution — Mist Gas Field Revenues]

WHEREAS, on December 29, 1994, the Board of County Commissioners adopted Order No. 338-94 which, among other things, authorized the Mist-Birkenfeld Rural Fire Protection District (RFPD) to apply for reimbursement for a portion of their operational costs due to the impact on the District by natural gas exploration, development, transportation and storage in the Mist gas fields; and

WHEREAS, this reimbursement is made to the RFPD under Order No. 338-94 out of the proceeds received from the Mist gas field and pursuant to ORS 275.275(2); and

WHEREAS, on May 17, 2018, the RFPD submitted a list of budgeted expenditures for the 2017-2018 fiscal year, along with the corresponding percentage which are a result of impactation in the amount of \$334,200 certified to be for the costs described above; and

WHEREAS, the Board has reviewed and approved these costs, and the Columbia County Treasurer has verified said costs; and

WHEREAS, the Request for Reimbursement and Certification, the Board's approval and the Treasurer's verification referred to above are attached hereto as Exhibits A, B and C, respectively, and are incorporated herein by this reference; and

WHEREAS, the amount of funds available for reimbursement for impactation at this time is \$14,657.75 and, by prior agreement, RFPD is entitled to sixty-six percent (66%) of those funds; and

WHEREAS, this matter is now before the Board of County Commissioners for approval of reimbursement in the amount of \$9,674.11, which is the allowable amount of reimbursement for the above-mentioned costs approved pursuant to Order No. 338-94 and Order No. 27-2018;

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NOW, THEREFORE, IT IS HEREBY ORDERED that the RFPD shall be reimbursed in the amount of \$9,674.11 as a portion of their operational costs due to impaction on the district by natural gas exploration, development, transportation and storage in the Mist gas fields, as described in the attached Exhibit A.

DATED this 27th day of June, 2018.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____

By: _____

By: _____

Approved as to form

By: _____
Office of County Counsel



REIMBURSEMENT REQUEST FOR COSTS DUE TO IMPACTION

Mist-Birkenfeld Rural Fire Protection District requests reimbursement of \$334,200.00 for impaction costs as detailed below.

The following is a listing of budgeted expenditures for the 2017-2018 fiscal year and the corresponding percentage which is a result of "IMPACTION":

2017-2018 Budgeted Amounts:	Total:	30% (Impaction)
Personnel Services:	\$ 400,000.00	\$ 120,000.00
Materials & Services:	\$ 166,150.00	\$ 49,845.00
Capital Outlay:	\$ 373,849.00	\$ 112,154.70
Contingencies:	\$ 174,001.00	\$ 52,200.30
Totals:	\$1,114,000.00	\$ 334,200.00
	Amount Requested:	<u>\$ 334,200.00</u>

NOTE: Unappropriated funds are not included in the amounts listed above. Reserve funds are not included in the amounts listed above.

If total requests for reimbursement exceed the total amount available for disbursement from the "impaction fund", we request that the formula approved and applied in November of 1994 be used to determine the disbursement amounts. Enclosed is a cost of operation statement and a certification of cost signed by our Board President.

Respectfully Submitted,

Joe Kaczinski
Fire Chief

Columbia County



Board of Commissioners

230 Strand Street, Rm 331, St. Helens, Oregon 97051-2096
*Ph: 503-397-4322 *Fax 503-397-7243

Commissioner Margaret Magruder
Commissioner Henry Heimuller
Commissioner Alex Tardif
Jan Greenhalgh, Board Office Administrator
Jacyn Normine, Board Office Specialist

Margaret.magruder@co.columbia.or.us
Henry.heimuller@co.columbia.or.us
Alex.tardif@co.columbia.or.us
Jan.greenhalgh@co.columbia.or.us
Jacyn.normine@co.columbia.or.us

MEMORANDUM

TO: Jennifer Cuellar, Treasurer

FROM: Board of County Commissioners

DATE: June 4, 2018

RE: Review and Determination Regarding Mist-Birkenfeld Rural Fire Protection District's Request for Reimbursement, Certificate and Cost Bill

The Board of County Commissioners has reviewed the request for reimbursement, certificate and cost bill submitted by the Mist-Birkenfeld Rural Fire Protection District for a portion of their operational costs incurred due to the impact on the District of natural gas exploration, development, transportation and storage in the Mist gas field. The Board has determined that the documentation is adequate and that the operational costs incurred meet the requirements for which the Board originally approved reimbursement under ORS 275.275(2) in Order No. 338-94.

The Board hereby requests that you verify the cost bill sought for reimbursement, as required by ORS 275.275(5), and sign and return the attached verification document to the Office of County Counsel.

Thank you,



Exhibit C

COLUMBIA COUNTY

Jennifer Cuellar-Smith, Director

Department of Finance and Taxation

230 Strand Street
jennifer.cuellar@co.columbia.or.us

St. Helens, Oregon 97051

Phone: (503) 397-7252
Fax: (503) 397-7251

CERTIFICATE

Pursuant to ORS 275.275(2)(b), I have reviewed the May 17, 2018, request for reimbursement, certificate and cost bill submitted by the Mist-Birkenfeld Rural Fire Protection District and verify that, to the best of my knowledge, they are for a portion of the operational costs incurred due to the impaction on the district of natural gas exploration, development, transportation and storage in the Mist gas fields. The Board of County Commissioners has determined these costs to be reimbursable under ORS 275.275(2)(b) and Order No. 27- 2018.

Dated this 27th day of June, 2018.

Columbia County Treasurer

By: _____

Jennifer Cuellar-Smith

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON**

In the Matter of the Distribution of)
Proceeds Under ORS 275.275) **ORDER NO. 27- 2018**
)
)
[2018 Distribution: Gas & Land Sales]_____

WHEREAS, ORS 275.275(2), (3) and (4) and ORS 311.390 govern the distribution of proceeds arising under ORS 275.294, including oil and gas rents and royalties; and

WHEREAS, ORS 275.275(1), (3) and (4) and ORS 311.390 govern the distribution of proceeds arising under ORS 275.090 to 275.290 and 275.296 to 275.310, including proceeds from the sale of county lands; and

WHEREAS, a schedule showing how these proceeds should be distributed, as provided by ORS 275.275 and 311.390, and as provided by the Board of County Commissioners for approved funding requests under ORS 275.275(2)(c), is attached hereto as Exhibit A and incorporated herein by this reference; and

WHEREAS, ORS 275.275(2)(c) provides that an amount not to exceed 10 percent of the proceeds of oil and gas rents and royalties can be used to reimburse a taxing district within the County for costs and expenses necessarily incurred by the district in providing improved, additional or extraordinary services required on lands in the County as a result of activities authorized under ORS 275.294 (the "impact fee"); and

WHEREAS, the Mist-Birkenfeld Rural Fire Protection District and the Vernonia Rural Fire Protection District have submitted impact statements showing the additional or extraordinary services required due to the proximity of the Mist Gas Field; and

WHEREAS, by prior agreement, the Mist-Birkenfeld RFPD is entitled to sixty-six percent (66%) of the impact fee and the Vernonia RFPD is entitled to thirty-four percent (34%) of the impact fee; and

WHEREAS, ORS 275.275(2)(d) provides that proceeds from oil and gas rents and royalties may be used to reimburse Columbia County for its actual costs and expenses arising under ORS 275.294 and for 1) the maintenance and supervision of a lease or conveyance granting rights to explore, prospect for, mine or remove valuable minerals, oil or gas from the lands, 2) the maintenance and supervision of a lease or conveyance granting rights to conduct underground storage, as defined in ORS 520.005, and 3) litigation resulting from any such lease or conveyance described above; and

WHEREAS, a schedule setting forth the costs and expenses authorized to be reimbursed to the County under ORS 272.272(2)(d) is attached hereto as Exhibit B and incorporated herein by this reference; and

WHEREAS, pursuant to ORS 275.275(1)(a)(B), proceeds from the sale of County lands shall be applied to the Columbia County general fund to reimburse the County in an amount equal to the penalty and fee described in ORS 312.120 for each property upon which the county has foreclosed a lien for delinquent taxes; and

WHEREAS, pursuant to ORS 275.275(1)(a)(c), the Columbia County general fund is also entitled to reimbursement from the proceeds of the sale of county lands of the costs and expenses incurred in the maintenance and supervision of county-owned properties and in any action to quiet title; and

WHEREAS, a schedule setting forth the penalty and fee, and costs and expenses incurred by Columbia County referred to above is attached hereto as Exhibit C and incorporated herein by this reference; and

WHEREAS, the amounts due the County for penalties and fees and the supervision and maintenance of properties pursuant to ORS 275.275(1)(a)(B) & (C) in the 2012, 2013, 2014, 2015 and 2017 distributions exceeded the amount of proceeds received under ORS 275.090 to 275.290, leaving a balance due Columbia County of \$109,914.88, which is to be carried over from year-to-year until paid;

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

- 1. The schedules attached hereto as Exhibits A, B, and C are hereby approved.**
- 2. The Treasurer is authorized to immediately distribute those amounts set forth in Exhibit A, Section V, "Distribution to Taxing Districts", to the taxing districts shown therein.**
- 3. The Treasurer is authorized to immediately distribute those amounts set forth in Exhibit A, Section I, "Gas Rents/Royalties" to the Mist-Birkenfeld and Vernonia Rural Fire Protection Districts for impact costs pursuant to ORS 275.275(2)(c).**
- 4. The Treasurer is authorized to immediately distribute the amount set forth in Exhibit A, Section II "Gas/Mineral Expenses Reimbursable to County" to Columbia County.**
- 5. The amounts due the County under ORS 275.275(1)(a)(B) & (C) which exceed the revenues received under ORS 275.090 -275.290, as reflected in Exhibit A, Section III, shall be carried over to subsequent years until fully reimbursed to the County.**

DATED this ___ day of June, 2018.

**BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON**

By: _____
Margaret Magruder, Chair

By: _____
Henry Heimuller, Commissioner

By: _____
Alex Tardif, Commissioner

Approved as to form

By:  _____
Office of County Counsel

EXHIBIT A

2018 DISTRIBUTION: REVENUES FROM GAS RENTS/ROYALTIES AND LAND SALES

I. GAS RENTS/ROYALTIES (July 2017 - June 2018)

	PRINCIPAL	INTEREST	TOTAL
Revenue: Gas Rents/Royalties	\$ 145,350.79	\$ 1,226.67	\$ 146,577.46
Less Mist-Birkenfeld Impact			\$ 9,674.11
Less Vernonia RFPD Impact			\$ 4,983.63
Total Rents/Royalties for Distribution			\$ 131,919.71

II. GAS/MINERAL EXPENSES REIMBURSABLE TO COUNTY

A) County administrative expenses & costs incurred in FY 2016 - 17 [see, Exhibit B]

Total County Expenses for Reimbursement \$ **9,927.47**

Gast Rent/Royalties Distribution \$ **121,992.24**

III. LAND SALES

Land Sales – Revenues & Interest	191,091.00	
Less Expenses Reimbursable to County [see, Exhibit C]	(86,578.48)	
Carry-over from 2017 Distribution	(214,427.40)	
(Total carry-over to be reimbursed to Columbia County in subsequent distributions)	(109,914.88)	
Total Land Sales for Distribution		0.00
IV. TOTAL FOR THIS DISTRIBUTION		\$ 121,992.24

V. DISTRIBUTION TO TAXING DISTRICTS	2017-18 TAX RATE	% AGE	FY18 AMOUNT TO BE DISTRIBUTED
DRAFT - Calculations in process			\$ 121,992.24
ST HELENS 502 SCHOOL	0.15075943	15.0759%	\$ 18,391.48
SCAPPOOSE 1 JT SCHOOL	0.12023006	12.0230%	\$ 14,667.13
COLUMBIA COUNTY	0.10912465	10.9125%	\$ 13,312.36
COLUMBIA RIVER FIRE	0.09773371	9.7734%	\$ 11,922.75
RAINIER 13 SCHOOL	0.05024404	5.0244%	\$ 6,129.38
VERNONIA 47 JT SCHOOL	0.04568253	4.5683%	\$ 5,572.91
CCDA - COLCO DEV AGENCY	0.03927043	3.9270%	\$ 4,790.69
JAIL OPERATIONS - LOCAL OPTION	0.03901363	3.9014%	\$ 4,759.36
CLATSKANIE 6J SCHOOL	0.03672594	3.6726%	\$ 4,480.28
SCAPPOOSE JT RFPD	0.0375909	3.7591%	\$ 4,585.80
SCAPPOOSE CITY	0.02842948	2.8429%	\$ 3,468.18
ST HELENS CITY	0.02466522	2.4665%	\$ 3,008.97
RAINIER CITY	0.02041058	2.0411%	\$ 2,489.93

V. DISTRIBUTION TO TAXING DISTRICTS	2017-18 TAX RATE	% AGE	FY18 AMOUNT TO BE DISTRIBUTED
PORTLAND COMM COLLEGE	0.01401904	1.4019%	\$ 1,710.21
COL 9-1-1 COMM DISTR	0.03639353	3.6394%	\$ 4,439.73
PORTLAND COMM COLLEGE	0.01619673	1.6197%	\$ 1,975.88
CLATSKANIE RFPD	0.02678964	2.6790%	\$ 3,268.13
VERNONIA CITY	0.01039545	1.0395%	\$ 1,268.16
NW REGIONAL ESD	0.01008082	1.0081%	\$ 1,229.78
CLATSKANIE CITY	0.01000598	1.0006%	\$ 1,220.65
COLUMBIA VECTOR	0.00726923	0.7269%	\$ 886.79
FIRE PATROL	0.00688041	0.6880%	\$ 839.36
COLUMBIA SWCD	0.00659878	0.6599%	\$ 805.00
GTR ST HELENS PK & REC	0.00575947	0.5759%	\$ 702.61
PORT OF ST HELENS	0.00503807	0.5038%	\$ 614.61
SCAPPOOSE DRAINAGE	0.00480989	0.4810%	\$ 586.77
MIST-BIRKENFELD JT RFPD	0.00453665	0.4537%	\$ 553.44
CITY COLUMBIA CITY	0.00477136	0.4771%	\$ 582.07
REDCO	0.00395366	0.3954%	\$ 482.32
SCAPPOOSE LIBRARY	0.00409753	0.4098%	\$ 499.87
COLUMBIA 4H & EXTENSION	0.00377388	0.3774%	\$ 460.38
FIRE PATROL SURCHARGE	0.00346347	0.3463%	\$ 422.52
VERNONIA RFPD	0.00399011	0.3990%	\$ 486.76
CLATSKANIE PARK & REC	0.00294169	0.2942%	\$ 358.86
CLATSKANIE LIBRARY	0.00242307	0.2423%	\$ 295.60
VERNONIA RFPD LO LEVY	0.00107214	0.1072%	\$ 130.79
RAINIER CEMETERY	0.00096977	0.0970%	\$ 118.30
BEAVER DRAINAGE	0.00110052	0.1101%	\$ 134.25
DEER ISLAND DRAINAGE	0.00045365	0.0454%	\$ 55.34
RAINIER DRAINAGE	0.00037599	0.0376%	\$ 45.87
MIDLAND DRAINAGE	0.00021666	0.0217%	\$ 26.43
WESTLAND DRAINAGE	0.00019476	0.0195%	\$ 23.76
PRESCOTT CITY	0.00019655	0.0197%	\$ 23.98
MARSHLAND DRAINAGE	0.00023238	0.0232%	\$ 28.35
MAGRUDER DRAINAGE	0.00017129	0.0171%	\$ 20.90
MS PARK COMMUNITY	0.00017179	0.0172%	\$ 20.96
CLATSKANIE DRAINAGE	0.00016962	0.0170%	\$ 20.69
SAUVIES ISL DRAINAGE	0.00016412	0.0164%	\$ 20.02
SAUVIE ISLAND RFPD # 30	0.00010291	0.0103%	\$ 12.55
WOODSON DRAINAGE	0.00007437	0.0074%	\$ 9.07
COLUMBIA DRAINAGE	0.00006732	0.0067%	\$ 8.21
CLATSOP DIKING	0.00004847	0.0048%	\$ 5.91
SAUVIE ISLAND RFPD # 30 LOCAL OPTION	0.00004563	0.0046%	\$ 5.57
MEADOW VIEW LIGHTING DIST	0.0000325	0.0033%	\$ 3.96
JOHN DRAINAGE	0.00003186	0.0032%	\$ 3.89
JOHN IMP SURCHARGE	0.00002886	0.0029%	\$ 3.52
WEST MULTNOMAH SWCD	0.00000978	0.0010%	\$ 1.19

EXHIBIT B

MIST GAS FIELD: ADMINISTRATIVE EXPENSES INCURRED – FY 2017 - 2018

I. COUNTY STAFF TIME

STAFF	HOURS	HOURLY RATE	TOTAL
Julie Stenberg, Paralegal	13.2	49.62	654.98
Sarah Hanson, County Counsel	32.75	103.02	3,373.91
Jacyn Normine, Board Assistant	4.5	32.25	145.13
Jennifer Cuellar, Finance Director	12.33	82.35	1,015.38
Shelley Blickenstaff, Accountant	3	42.65	127.95
LaVena Sullivan, Clerk	3	34.96	104.88
Jewelee Bell, Contracts Specialist	5	43.32	216.60
	STAFF TIME		5,638.82

II. MINERAL FUND EXPENSES

Planchon Consulting May 2017 - December 2018 4,288.65

TOTAL EXPENSES \$ 9,927.47

VERIFICATION

Pursuant to ORS 275.275(5), I have reviewed the above administrative expenses incurred by Columbia County for which reimbursement is sought from proceeds arising under ORS 275.294, and hereby verify that, to the best of my knowledge, they represent actual costs incurred in the administration of the Mist gas field and natural gas exploration, development, production and storage in the Mist gas fields. The Board of County Commissioners has determined these costs to be reimbursable under ORS 275.275(2)(d) and for which distribution has been authorized under Order No. ____ - 2018.

Dated this ____ day of June, 2018.

COLUMBIA COUNTY TREASURER

By: _____
Jennifer Cuellar, Treasurer

Exhibit C
Land Sales: Expenses Incurred by Columbia County – FY2017 - 2018
Reimbursable Under ORS 275.275(1)

1) ORS 275.275(1)(a)(B) - PENALTY AND FEE UNDER ORS 312.120

a) BY GENERAL JUDGMENT OCTOBER 2017 [Taxes & interest under the General Judgment, plus five percent (5%) penalty, plus \$50 fee for properties redeemed prior to the one-year redemption notice being sent, or, for properties not redeemed prior to the one-year notice, the fee incurred for the title search plus the costs incurred by the County related to securing title searches.]

1. Taxes and interest due under the General Judgment;
2. Plus five percent (5%) penalty.
3. For properties redeemed before 1 year redemption notice sent, \$50 for costs incurred by County.
4. For properties not redeemed before 1 year redemption notice sent, the actual cost of the title search plus \$50 for costs incurred by County in obtaining title search.

PROPERTY OWNER	TAX MAP ID NO.	TAX ACCT NO.	TAXES & INTEREST UNDER GEN'L JUDGMENT	5% PENALTY	COSTS OF TITLE SEARCH	AMOUNT REIMBURS-ABLE
2305 COLUMBIA BUILDING LLC	7N2W07-C0-00101	22176	9,116.51	455.83	450.00	905.83
BAER RICHARD R & BAER RENEE M	5N2W36-00-00501	17573	13,801.47	690.07	100.00	790.07
BERGERSON BARBARA D & BERGERSON FRI	4N5W34-00-00700	23728	1,173.86	58.69	450.00	508.69
BERGERSON BARBARA D & BERGERSON FRI	4N5W35-00-00700	24410	520.02	26.00	450.00	476.00
BERGERSON DONALD & BARBARA & FRED	4N5W27-00-00100	24387	1,127.36	56.37	450.00	506.37
BERGERSON DONALD V & BARBARA	4N5W23-00-00600	24368	1,343.00	67.15	450.00	517.15
BERGERSON DONALD V & BARBARA D	4N5W34-00-00600	23727	3,521.60	176.08	450.00	626.08
BERGERSON DONALD V & BARBARA D	4N5W34-00-00200	24396	1,354.54	67.73	450.00	517.73
BERGERSON DONALD V & BARBARA D	4N5W34-00-00600	24397	887.66	44.38	450.00	494.38
BERGERSON DONALD VIA & BARBARA DARI	4N5W27-00-00700	24391	1,838.30	91.92	450.00	541.92
CASSWELL ALBERT	3N2W12-CC-01302	3881	14,626.03	731.30	100.00	831.30
CD BLAIR ENTERPRISES LLC	7N2W16-CA-08900	17986	5,772.97	288.65	450.00	738.65
FISCHER LIVING TRUST	4N1W19-D0-01800	8872	20,045.74	1,002.29	450.00	1,452.29
FORD JAMES & TAMMIE	4N1W04-AD-02501	10164	10,108.39	505.42	450.00	955.42
FORD TAMMIE	4N1W04-CD-01000	10729	7,301.72	365.09	450.00	815.09
WEST IRA R	7N4W05-DA-00200	26892	3,797.41	189.87	450.00	639.87
HOWARD AUBY W & MICHELLE A	4N1W04-AD-03300	10179	4,409.32	220.47	450.00	670.47
JONES ROBERT V	6N5W23-00-00200M2	25462	33.19	1.66	450.00	451.66
LEAMY RICHARD L & JEANNE M	4N1W20-BC-00300	435948	1,684.98	84.25	450.00	534.25
AMERICAN EAGLE MORTGAGE 600 LLC	6N2W09-00-00501	19228	3,632.24	181.61	450.00	631.61
LINN FLOYD R	4N4W03-BD-01702	22524	1,289.73	64.49	450.00	514.49
LINN FLOYD R	4N4W03-BD-01703	22525	1,289.73	64.49	450.00	514.49
LOUCKS JOHN R & NORMA E	6N5W05-00-00601	25206	38.11	1.91	450.00	451.91
MOORE COLLEEN O	7N4W09-BA-01500	27047	3,426.64	171.33	100.00	271.33
OTT TIMOTHY T	6N2W16-D0-00801	21333	5,478.72	273.94	100.00	373.94
PRUTCH TONI E	4N4W03-BC-08200	22473	5,946.65	297.33	450.00	747.33
ROSIAN MARK W & KIMBERLY J LIM	6N2W04-B0-00400	19112	7,595.53	379.78	100.00	479.78
SIEK BOBBI	4N1W05-BD-02800	11939	10,915.68	545.78	450.00	995.78
STODDARD BRENDA	4N1W04-AB-01802	10011	8,118.82	405.94	450.00	855.94
VALENTINE GABRIEL & HORVAT PARIS ROS	5N1W28-AB-00300	14309	7,164.34	358.22	465.00	823.22
WEND DEBRA E	4N1W04-CA-10900	10654	6,980.76	349.04	465.00	814.04
Totals			164,341.02	8,217.05	12,230.00	20,447.05

=properties redeemed before 1-year redemption notice

b) BY DEED OCTOBER 2017(2013 foreclosure) [Taxes and interest due under General Judgment, plus five percent (5%) Penalty plus actual cost of Title Search (\$250 +\$165. each), plus \$50 to cover County's costs in obtaining title search]

Exhibit C							
DAVIS JEFF D & ALAYNA N	7N4W08-BD-01601	25749	4,863.79	243.19	465.00	708.19	
KOSENICK M JAMES	3N2W23-AD-12100	7052	141.12	7.06	465.00	472.06	
KOSTENICK M JAMES	3N2W23-AD-12200	7053	138.92	6.95	465.00	471.95	
LESOLLEN MIDA J	7N2W17-DA-01000	18559	148.36	7.42	465.00	472.42	
SOLEM HELEN & LORRAINE RAYAN M ROS	4N4W05-AD-12900	23353	731.40	36.57	465.00	501.57	
STORM CHERI & WILLIAM III	4N4W03-BB-06900	22398	10,832.66	541.63	465.00	1,006.63	
WONG WILLIAM SEE	3N2W12-CC-1106	435051	42.38	2.12	465.00	467.12	
		Totals	16,898.63	844.93	3,255.00	4,099.93	

2) ORS 275.275(1)(a)(C) – MAINTENANCE AND SUPERVISION OF PROPERTIES

a) SUPERVISION OF PROPERTIES BY STAFF

	HOURS	HOURLY RATE	TOTAL	
Sarah Hanson	104.25	103.02	10,739.84	
Jennifer Cuellar	24.60	82.35	2,025.81	
Todd Dugdale	9.00	54.63	491.67	
Rod Hansen	16.00	63.48	1,015.68	
Casey Garrett	62.40	58.72	3,664.13	
Andrew Ventris	20.80	41.48	862.78	
Robert Crain	44.00	56.48	2,485.12	
MaryAnn Guess	3.25	56.59	183.92	
Shelley Blickenstaff	5.00	42.65	213.25	
LaVena Sullivan	3.00	34.96	104.88	
Jewelee Bell	5.00	43.32	216.60	
Jan Greenhalgh	30.00	52.83	1,584.90	
Jacyn Normine	192.00	32.25	6,192.00	
Julie Stenberg	31.10	49.62	1,543.18	
				Staff Time 31,323.76

b) Direct Expense incurred in Supervising the Program

May 2017 - Dec 2018 Planchon Consulting	Consulting svcs, Land meetings, Land sales and marketing	24,128.73
4/4/2018 BrauRobe - Robert J Braud	Realtor Commission	5,000.00
11/8/2017 COUNTMED - Country Media, Inc.		82.44
Oct 2017-April 2018 Filing Fees County Clerk		310.00
5/23/2018 Jan Greenhalgh	Out of Pocket expenses	645.01
5/23/2018 Jacyn Normine	Out of Pocket expenses	70.85
FY18 Admin fee collected to cover expenses		-476.00
Direct Program Supervision Costs		29,761.03

c) EXPENSES INCURRED -- Maintenance and Clean Up

4/1/2017 CG mar2017 credit card	Cleanup Exps CC Lands Acct 1072 July 2016	10.29
6/15/2017 Clatskanie PUD		48.63
6/30/2017 Clatskanie PUD		12.00
8/2/2017 CROPPGEN - Gene F Cropp		750.00
8/18/2017 DAHLGREN - Dahlgren's Do It Best Builder's Supply		21.39
11/22/2017 CLATPUD - Clatskanie PUD		13.40
12/6/2017 CLATPUD - Clatskanie PUD		11.00
1/17/2018 CLATPUD - Clatskanie PUD		16.00
2/13/2018 CLATPUD - Clatskanie PUD		16.00
3/13/2018 CLATPUD - Clatskanie PUD		16.00
4/12/2018 CLATPUD - Clatskanie PUD		16.00
5/8/2018 CLATPUD - Clatskanie PUD		16.00

Exhibit C

Maintenance and Clean Up Costs 946.71

TOTAL REIMBURSABLE TO COLUMBIA COUNTY from Land Sales Revenues 86,578.48

VERIFICATION

Pursuant to ORS 275.275(5), I have reviewed the above administrative expenses incurred by Columbia County for which reimbursement is sought from proceeds arising under ORS 275.090 to 275.290 and 275.296 to 275.310, and hereby verify that, to the best of my knowledge, they represent actual costs incurred in the maintenance and supervision of County lands. The Board of County Commissioners has determined these costs to be reimbursable under ORS 275.275(1)(a)(C) and for which distribution will be authorized in Order No. ____ - 2018.

Dated this ____ day of June, 2018

COLUMBIA COUNTY TREASURER

By: _____
Jennifer Cuellar, Treasurer

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

In the Matter of Amending Fee Schedules for Building, Electrical, and Other Miscellaneous Permits under the Building Inspection Program; On-Site Wastewater Program Fees; and Planning Program Fees

ORDER NO. 28-2018

WHEREAS, pursuant to ORS 455.210(3)(a), a municipality may adopt, by ordinance or resolution, fees that are necessary and reasonable to provide for the administration and enforcement of building and specialty codes for which the County has assumed responsibility under ORS 455.148 or 455.150; and

WHEREAS, pursuant to ORS 454.725, Columbia County and the Department of Environmental Quality of the State of Oregon entered into an agreement dated June 26, 1981 for the local evaluation, inspection, and regulation of on-site sewage disposal systems; and

WHEREAS, pursuant to ORS 215.416, a municipality may establish fees for the processing of land use permits that is no more than the actual or average cost of providing that service, provided that the charge for appeals of administrative decisions is no more than \$250.00; and

WHEREAS, on June 20, 1990, the Board of County Commissioners adopted Ordinance No. 90-8, "In the Matter of Adopting Fee Schedules for Services Provided by the Columbia County Building Department" which adopted fee schedules for structural permits, mechanical permits, and plumbing permits provided by the Columbia County Building Department; and

WHEREAS, pursuant to Section 5 of Ordinance No. 90-8, the Board may, by order or resolution, amend the fee schedules as necessary to conform to fee schedules adopted by the Building Codes Agency of the State of Oregon; and

WHEREAS, on June 29, 2016, the Board of County Commissioners adopted Order No. 39-2014, which amended the fee schedules for permits under the Building Inspection Program, On-Site Wastewater Program and Planning Program; and

WHEREAS, as presented in Exhibit A, which is attached hereto and incorporated herein by this reference, the proposed fee increases have been determined after a consideration of the actual costs of providing fee based services in the recently completed Development Services Fee Study dated April 2018, which was prepared by the FCS Group of Seattle Washington (attached as Attachment 1 of Exhibit A), and policy considerations, which support a less than full cost of service fee amount; and

WHEREAS, the proposed fee increases reflect changes in the County's cost of providing on-site wastewater program services as determined in the Development Services Fee Study and are intended to offset program costs and will not exceed the cost of providing on-site wastewater services; and

WHEREAS, the proposed changes to the planning program fees reflect changes in the County's cost of providing planning program services as determined in the Development

Services Fee Study and are intended to offset program costs and will not exceed the cost of providing Planning services; and

WHEREAS, because the proposed fees are based on actual costs as identified in the Development Services Fee Study, the automatic annual CPI fee adjustment will not be applied for FY 2019; and

WHEREAS, the annual CPI increase will resume beginning in FY 2020 to address increasing costs for providing fee supported services; however, the Department intends to perform periodic actual cost analyses on a more frequent basis and present any changes to fees based on such analyses to the Board for approval by Board order; and

WHEREAS, pursuant to OAR 918-020-0220(1), Columbia County provided a 45-day notice of the proposed fees to the Oregon Department of Consumer and Business Services; and

WHEREAS, notice of the proposed fee changes was also published in The St. Helens Chronicle and The South County Spotlight, mailed to contractors, and posted in several prominent places in the County Courthouse at least two weeks prior to the scheduled public hearing; and

WHEREAS, following a public hearing on June 20, 2018, the Board of County Commissioners voted to adopt the proposed fee changes.

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

1. Order No. 39-2016, "In the Matter of Amending Fee Schedules for Building, Electrical, and Other Miscellaneous Permits under the Building Inspection Program; On-Site Wastewater Program Fees; and Planning Program Fees" is hereby repealed, effective July 1, 2018.

2. The following fees, all of which are attached hereto as Attachment 2 of Exhibit A and are incorporated herein by this reference, are hereby adopted and shall become effective on July 1, 2018:

- a. Land Use Fees;
- b. Structural Permit Fees;
- c. Plumbing Permit Fees;
- d. Mechanical Permit Fees;
- e. Commercial Mechanical Permit Fees;
- f. Electrical Permit Fees;
- g. Movable Commercial Installation Permit Fees;
- h. Manufactured Dwelling Installation Permit Fees;

- i. Miscellaneous Fees;
- j. Grade and Fill Permit Fees; and
- k. On-Site Sewage Program Fees.

3. The above fees shall be adjusted annually, beginning July 1, 2020, based on the annual average CPI for the Portland metro area for the prior year.

DATED this _____, day of June, 2018.

BOARD OF COUNTY COMMISSIONERS FOR
COLUMBIA COUNTY, OREGON

By: _____
Margaret Magruder, Chair

By: _____
Henry Heimuller, Commissioner

Approved as to form

By: _____
Office of County Counsel

By: _____
Alex Tardif, Commissioner

BOARD COMMUNICATION

FROM THE LAND DEVELOPMENT SERVICES DEPARTMENT
MEETING DATE: **June 20, 2018**

EXHIBIT A

TO: BOARD OF COUNTY COMMISSIONERS
FROM: Todd Dugdale, Director of Land Development Services
SUBJECT: PUBLIC HEARING
FY 2019 Development Services Fees
DATE: June 13, 2018

SUMMARY:

Land Development Services is proposing revisions to Building fees including Structural, Mechanical, Plumbing, Electrical, Manufactured Housing and other Miscellaneous fees; Planning fees and On-Site Sewage fees based on the recently completed Development Fee Study(the Study) prepared by the FCS Group of Lake Oswego, Oregon(Attachment 1). The proposed fee tables in Attachment 1 show current fees, the actual cost to the County for processing each type of fee based application/service except fees that are valuation based, and the change to the current fee amount proposed by Staff.

The Study calculated full cost recovery amounts for all of the development fee categories except valuation based fees. The Study found that current fees recover 94% of costs for Building. With proposed Building staff changes in FY 19, cost recovery would decrease to 74%. Planning currently recovers only 24% of costs, but proposed Planning fees would recover an average of about 53% of costs for the most common application fee types. On-site currently recovers 49% of costs, but with On-site proposed increases in on-site staffing in FY 19, cost recovery would decrease to 47%. In light of Study cost recovery findings, staff has recommended fees that reflect one of the following options:

- 1)Full cost recovery
- 2)Current fee
- 3)A fee amount in between full cost recovery and current fee based on a consideration of what the fee is for, comparative fees from other jurisdictions, and whether some subsidy of the full cost is otherwise justified considering various cost recovery policy options listed on page 9 of the Study.

Staff is further recommending that the automatic CPI fee adjustments previously authorized by the Board for years FY 18 through FY 21 not be applied for the year FY 19 since the proposed fees for FY 19 will accurately reflect current costs and/or the current recovery proposal.

The proposed fee changes for FY 19 are to be effective on July 1, 2018.

Staff and consultants briefed the Board concerning the Study and staff recommended fee changes and the Board referred the proposed fees to a public hearing on Wednesday, April 25, 2018. Notice of the hearing was posted and published in the Spotlight and Chronicle newspapers. Notice of the hearing and proposed fee changes were mailed to the Oregon State Building Codes Division per State administrative rule 45 days prior to the public hearing and to regular department customers. Written comments received by Land Development Services will be forwarded to the Board under separate cover.

ATTACHMENTS:

1. Development Services Fee Study
2. Proposed FY 19 Fee Schedules with Current Fees and Full Cost Recovery Comparisons.

RECOMMENDATION:

Staff recommends adoption of the proposed FY 19 development fees in **Attachment 2** to be effective on July 1, 2018.

Columbia County, Oregon

Development Services Fee Study

FINAL REPORT
April 2018

Washington

7525 166th Avenue NE, Ste. D215
Redmond, WA 98052
425.867.1802

Oregon

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719.284.9168

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FCS GROUP
Solutions-Oriented Consulting

ATTACHMENT 1

April 17, 2018

Todd Dugdale
Land Development Services Director
Columbia County, Oregon
230 Strand Street
St. Helens, OR 97051

Subject: Development Fee Study

Dear Mr. Dugdale:

Attached is the final report that includes your recommended fee changes and FY 2019 budget changes.

We want to thank you and all the staff from Land Development Services for their assistance and participation in helping us gather information and in discussing the various issues. If you have any questions, please feel free to contact me at (425) 867-1802 extension 228.

Yours very truly,



Peter Moy
Principal



Matt Hobson
Project Consultant

ATTACHMENT 1

April 17, 2018
Todd Dugdale, Land Development Services Director
Development Fee Study

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Section I. INTRODUCTION

Columbia County's Land Development Services Department (LDSD or Department) initiated a cost of service study and fee study for its building, planning, and on-site sewage permitting and inspection functions to determine the cost of services and cost recovery for its development permit services. The Department engaged FCS GROUP to perform the cost of service and fee study, and the cost of service and fee study identifies the County's labor and non-labor resources, establishes the full cost of service for development fee related activities provided by the Department, determines the County's cost recovery rate, and establishes a framework for cost recovery recommendations related to its development permitting functions.

The approach used to conduct the study involved the following:

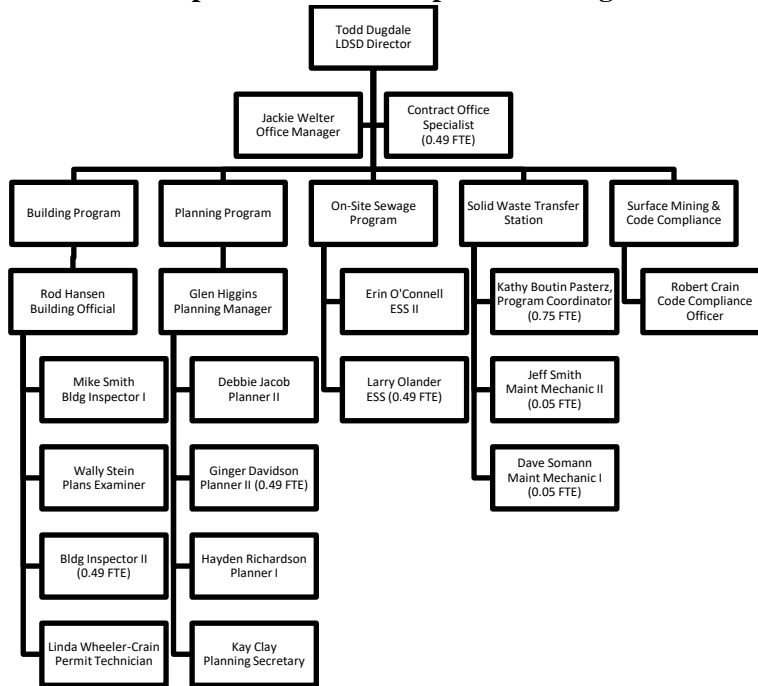
- Working with the LDSD management and staff who are involved with fee and non-fee related services for building, planning, and on-site sewage,
- Analyzing FY 2017 financial documentation and data associated with development related services and fees,
- Working with LDSD staff to analyze the existing fee structures and to estimate the direct labor time needed to provide each development related service and/or fee,
- Having LDSD management and staff review the cost of service and cost recovery for each fee,
- Reviewing with LDSD management and staff the direct and indirect labor estimates, non-labor and overhead cost allocation results, the cost of service analysis, and the cost recovery results,
- Presenting the cost of service analysis and cost recovery results to the County Commissioners.

The process used for collecting and analyzing the data required active participation by County staff. We want to take the opportunity to recognize the time, participation, and effort that all LDSD staff devoted to the study and for scheduling and organizing the meetings.

LAND DEVELOPMENT SERVICES BACKGROUND

The Department provides permitting services for a variety of building activities (e.g., structural, plumbing, electrical) as well as permits for planning and on-site sewage projects. In addition to these services, LDSD also provides long-term planning and code enforcement for the County and oversees the operation of the solid waste transfer station. The FY 2017 budget includes 14.81 FTEs. Exhibit 1 details the organizational structure of the Department.

Exhibit 1
2017 Land Development Services Department Organization Chart



The Department's services are supported by permit fees, the County's General Fund, and fees collected at the solid waste transfer station. The Department's expenditures are summarized below in Exhibit 2.

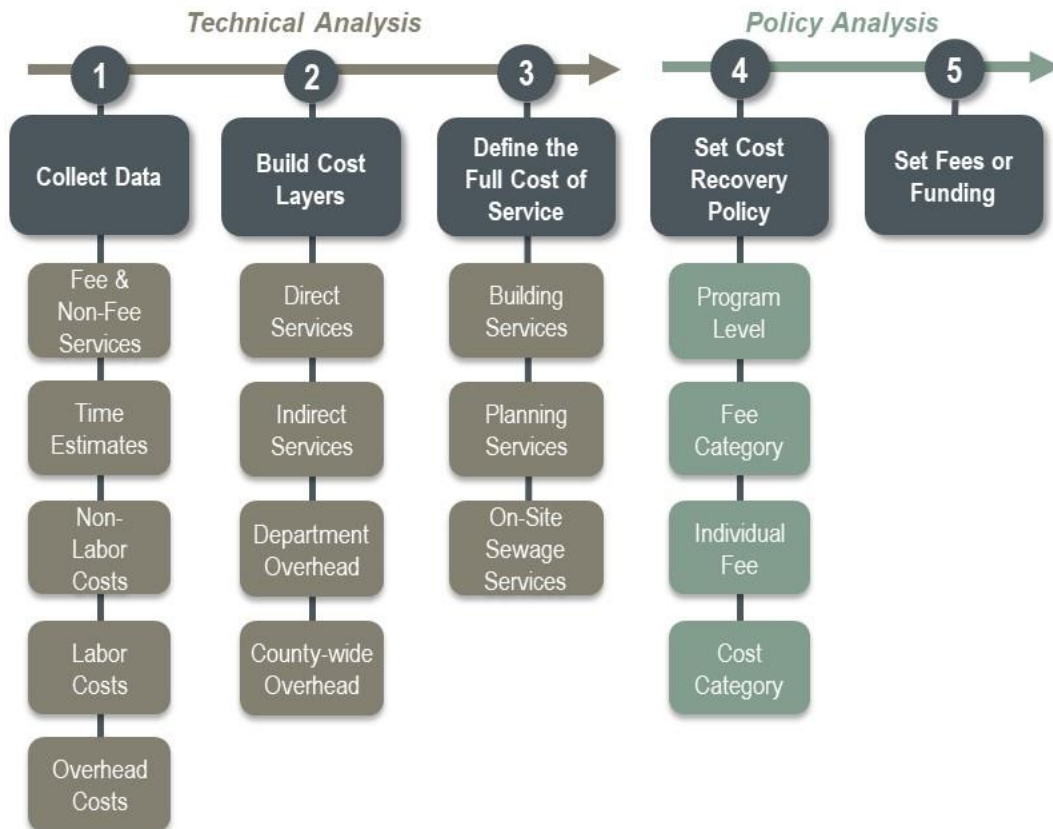
Exhibit 2
Land Development Services Department FY 2017 Actual Expenditures

Category	Expenditures
Planning	\$381,352
On-Site Sewage	\$222,065
Administrative Support	\$494,921
Surface Mining	\$151,291
Subtotal General Fund	\$1,249,629
Building (Fund 217)	\$662,457
Solid Waste (Fund 207)	\$2,745,711
Total All Funds	\$4,657,797

Section II. COST OF SERVICE METHODOLOGY

To determine the cost of service and the appropriate fees, a defined task plan was followed as outlined below in Exhibit 3. The methodology identifies both the labor and non-labor resources that are required to perform the services and activities and analyzes the cost of service for each of the fee and non-fee services performed by the County’s staff. The analysis provides the County’s elected officials, County management, and LDSD staff the opportunity to identify the cost basis for its services and fees.

Exhibit 3
Cost of Service and Fee Methodology



Step 1: Collect Data – The data collection phase is the critical step that establishes the parameters of the cost of service and fee analyses. The first part of the data collection process involved looking through the fee schedule to determine what fees and services should be included in the study. Based on the fee schedules and discussions with staff, Exhibits 4 to 6 show the list of the individual fee services included in the study for each fee category.

Exhibit 4 Building Fee Services

- Miscellaneous Fees - Extension Request
- Miscellaneous Fees - Temporary Storage of Mobile Home
- Miscellaneous Fees - Change of Use / Change of Occupancy
- Miscellaneous Fees - Temporary Occupancy
- Miscellaneous Fees - Roofing Permit (residential)
- Miscellaneous Fees - Demolition of Residential Structure
- Miscellaneous Fees - Temporary While Building
- Miscellaneous Fees - Refund Processing
- Manufactured dwelling installation
- Movable commercial installation
- Electrical - new single-family residential
- Electrical new multi-family residential
- Electrical service or feeders installation
- Electrical temporary services or feeders - installation, alteration, or relocation fees
- Electrical branch circuits
- Electrical miscellaneous fixture
- Electrical, all renewable energy types
- Electrical, for wind generation systems
- Electrical, for solar generation systems
- Electrical, additional inspection above allowable limit, per inspection
- Electrical, master permit - application
- Electrical, master permit - inspection, per hour
- Commercial Mechanical, hourly fees for inspection and re-inspections
- Mechanical – fixture fees (e.g., gas outlets, air conditioning, boilers)
- Plumbing – 1, 2, or 3 bathroom house (new construction)
- Plumbing – each additional bathroom (new construction)
- Plumbing - Water service (first 100 feet)
- Plumbing - Minor installation (per fixture) including additions and remodels
- Plumbing - Sanitary & storm water service each (first 100 feet)
- Plumbing - Additional 100' or part thereof (water, sanitary, and sewer)
- Plumbing - Special equipment of DWV alteration
- Plumbing - Manufactured dwellings & prefab
- Plumbing - Additional 100' or part thereof (water, sanitary, and sewer)
- Plumbing - RV & manufactured dwelling parks
- Plumbing - Commercial, industrial, and dwellings other than 1 & 2 Family
- Plumbing - Reinspection
- Plumbing - Residential fire sprinklers
- Plumbing – Fixtures (e.g., backflow preventer, dishwasher, garbage disposal)
- Structural – Hourly inspection and plan review fees
- Structural - For use of outside consultants for plan review and inspections or both

- Structural - Demolition permits, use valuations for building and plan review fees
- Structural - Swimming pools, spas, hot tubs, use valuation for building and plan review fees
- Grade & Fill – Office plan review and field review fees
- Grade & Fill – Permit fees
- New Fee - Duplicate inspection card
- New Fee - Duplicate plans

Exhibit 5
Planning Fee Services

- Administrative resource dwelling/facility and template test
- Agricultural Building/equine building exemption (includes septic review fee)
- Appeal - administrative decision / planning commission decision
- Code compliance investigation fee
- Conditional use permit
- Comprehensive plan – map and text Amendments
- Determination of similar use
- Development agreement
- Extension request
- Floodplain development permit
- Floodway alteration
- Home Occupation - type 1 review
- Home Occupation - type 2 review
- Lot of record verification
- Marijuana operation permit
- Design Review type 1
- Design Review type 2
- Planning release fee
- Modification of prior approval
- Non-Conforming Use
- Partition - Preliminary plat
- Partition - Final plat
- Planning Compliance Review / Permit Release / Land Use Compatibility
- Pre-App Meeting – with and without goal exception
- Property Line Adjustment – with or without notice
- Property Line Adjustment - Septic development review
- Rebuild letter
- Referral of administrative action
- Resource dwelling review
- Road naming
- Rural addressing assignment
- Stormwater/erosion control plan
- Subdivisions - Preliminary plat
- Subdivisions - Preliminary plat, plus per lot
- Subdivisions - Final plat
- Subdivisions - Final plat, plus per lot
- Temporary permit
- Zoning Ordinance - Map and text amendments

Exhibit 6 On-Site Sewage Fee Services

- Permit - Standard permit
- Permit - Alternative treatment tech.
- Permit - Capping fill
- Permit - Disposal trenches in sapolite
- Permit - Gray water disposal sump
- Permit - Holding tank installation
- Permit - Pressure distribution
- Permit - Redundant
- Permit - Sand filter
- Permit - Steep slope
- Permit - Tile dewatering
- Minor and major repairs
- Minor and major alterations
- Pump or dosing siphon fee
- Tank abandonment fee
- Permit Renewal, Reinstatement, or Transfer – Site or no site visit
- Authorization Notice – Site or no site visit
- Authorization Notice - Hardship Renewal, site or no site visit
- Existing system evaluation
- Existing system record review
- ATT annual report
- Holding tank annual report
- Inspections
- Plan Review Fee - commercial
- Compliance investigative, per hour
- New site evaluation - per lot
- Site evaluation reinstatement
- New Fee - Site evaluation confirmation

With the fee services identified, the data collection effort focused on collecting budget and time data from all staff involved in the services and activities. To help identify the overall staff time spent and the costs associated with the different services, the time and costs were divided into the following broad categories.

Direct Services – Services provided as the result of a project, permit application, or specific related activity and that are often tied to a specific fee (e.g. plan review). Also, services provided directly for or to the public that are not fee-related (e.g., code enforcement).

Indirect Services – Services provided to support direct services (e.g. customer service, training, general administration and that cannot be assigned to a specific project, application, activity, or request.

The indirect services identified in this study are listed and described as follows:

- Public Information & Customer Service – Time spent assisting customers and the public with information and questions about fee services. These activities are provided by many individuals across different divisions.
- Training & Certification – Time spent receiving or providing employee training.

- **General Administration & Management** – Time spent on general office tasks, such as division management, supervision, internal meetings/calls/e-mails, filing, and other miscellaneous activities.

Because the staff perform both fee and non-fee services, hours and costs for the indirect services (e.g. public information and customer service, training and certification, general administration, and management) were allocated between fee and non-fee services based on the proportion of direct fee hours and direct non-fee hours.

Overhead Services – General management and administrative costs primarily related to department or division indirect costs and allocations that support the department's operations and services.

Labor costs were based on FY 2017 wages and benefits. Depending on each employee's work schedule, an assumption of 1,950 or 2,080 total annual hours was used for the annual paid hours, and the actual available time was calculated by deducting any leave hours and other time off. Staff then estimated the annual time spent on indirect services with the remaining hours available for direct fee and non-fee services. These remaining hours were then assigned to direct services by either entering the annual hours for each applicable direct service activity or as a percentage of remaining available time. An example of the form can be found in Appendix A.

In addition to each employee's overall time for FY 2017, staff focus groups were conducted to identify the processing times for each individual fee service by position class. Each staff group met several times to discuss and identify the time needed for each permit. The total processing times for each fee service are shown in Appendix C.

Step 2: Build Cost Layers – The next stage in the process was to develop an analytical model for calculating the costs related to each fee category. The design and structure for the analytical model were based on the services and activities identified in Step 1 that were associated with the three service categories: direct, indirect, and overhead services. Cost layers were then developed for each fee category.

To build the cost layers, the staff time allocations for each activity in the major categories (i.e. direct, indirect, and overhead) were first priced at each individual staff member's loaded hourly rate. The loaded hourly rate for one staff member equals the person's annual salary and benefits divided by the available work hours (i.e. total annual hours minus leave). The analysis was done separately for Building, Planning, and On-Site Sewage based on their staff's time records and the services provided. An additional analysis was completed to develop the cost of service for time spent on direct services by administrative staff including the LDSD director and office manager.

After the labor costs for each staff member and each service were calculated, the non-labor costs were analyzed. Non-labor costs were allocated among direct fee services, indirect services, and non-fee services in proportion to the level of staff time reported for each service. The expenditure transfer to the Road and Building Department of \$140,595 for depletion fees was directly assigned to the Surface Mining division and is not allocated to any planning, building, or on-site sewage fee categories.

Department and division overhead costs were also calculated. Administrative non-labor costs including County-wide administrative overhead were allocated across the Department's General Fund divisions (e.g., planning, on-site sewage, and surface mining) based on the number of FTEs within each division. The costs of administrative indirect staff time were allocated over all Department divisions based on the number of FTEs within each division. The additional direct non-labor costs, indirect costs, and overhead costs for a particular fee category were added to each staff member's hourly rate based on each cost layer's cost divided by the total direct hours for the fee category (e.g. Building, Planning, On-Site Sewage). With these additional components, a fully loaded hourly rate was calculated for each staff member.

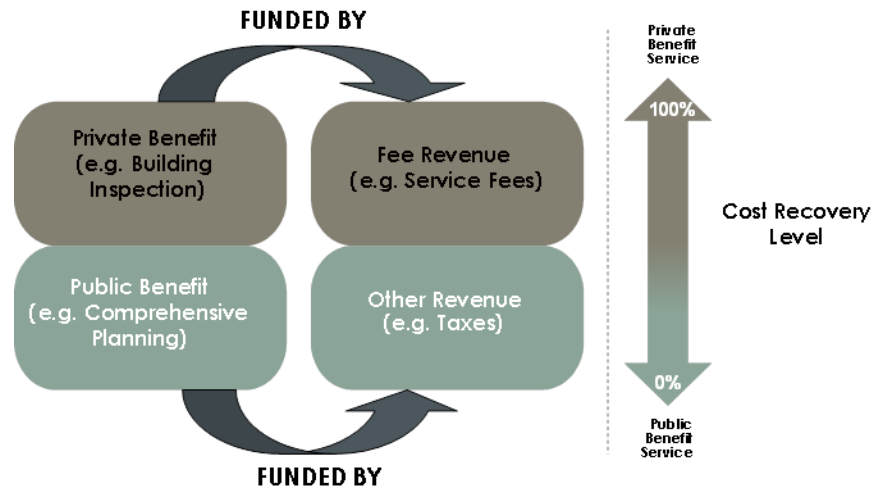
Step 3: Determine the Full Cost of Service – After establishing the different cost layers, the full cost of service was calculated. The initial steps of the cost of service analysis were focused on taking each fee group's FY 2017 cost of operations and distributing those costs among the different service categories and components to establish the cost layers that ultimately make up each program's total cost. To determine the full cost of service, the different costs are brought back together. For a specific fee category (i.e. Building, Planning, etc.), the cost layers were used to arrive at the full cost of service for each service category. These cost layers were used to calculate hourly rate components by dividing the number of direct hours into the different cost layers.

The cost for each Building, Planning, and On-Site Sewage fee service was then calculated by applying the fully loaded hourly rates for each position multiplied by the number of hours spent on each individual service. A fee service's total cost equals the sum of the costs of all the employees who provide the fee service.

Step 4: Set Cost Recovery Objectives – Once the full cost of service is identified and the hourly rates are established, the next step is to identify the cost recovery levels and to establish cost recovery objectives. The costs of the various services were compared to the fee charged to determine the level of cost recovery (e.g. percentage of full costs compared to revenue generated). When services cost more than the revenue generated, funding from the General Fund or other funds is needed to cover the gap between costs and revenues. The amount of cost recovery is a policy decision that is generally made by the County Board of Commissioners.

Cost recovery objectives can be based on a variety of factors, including the public versus private benefit provided by the service. If an activity has a public benefit, it might be more appropriately supported by the General Fund. Conversely, if an activity has mostly private benefits, it might be more appropriately supported by fees. Activities that have a mix of public and private benefits might be supported by a combination of fees and the General Fund. Exhibit 7 illustrates the application of public versus-private benefit decisions in determining what level of the full cost of service should be recovered from fees. When fee activities combine both public and private benefits, the fees might be less than the cost of service. This concept that should be considered when determining the level of cost recovery.

Exhibit 7
Public Versus Private Benefit and Cost Recovery Decisions



Step 5: Set Fees – The final step of the cost of service and fee analysis was to calculate the fees based on the cost recovery policies. To calculate the fees, the amount of time spent to provide each fee service was established, where applicable. Other considerations in fee setting besides the analytical cost recovery objectives include key questions such as:

- Is it feasible to set fees at the calculated level?
- Will increasing fees result in compliance or public safety problems?
- Can the market bear the fee increases?
- Do adjustments in fees adversely affect other County goals?
- Are there feasible process changes that might bring costs into better balance with revenues?

Section III. COST OF SERVICE AND RECOVERY ANALYSIS STRATEGIES

Based on the methodology described in the previous section, the estimated 2017 full cost of service and cost recovery levels were determined for Building, Planning, and On-Site Sewage services and fees. The Department also requested a cost of service analysis for the Code Enforcement program. The cost of service analysis shows the costs by type of cost category, overall fee category, and individual fee. Costs were originally grouped by program and staff assignment: Building, Planning, On-Site Sewage, and Administration. Because each staff group might provide services to the other divisions, the labor costs were re-grouped based on the staff's annual time estimates for the different fee categories: Building, Planning, and On-Site Sewage. Exhibit 8 shows the results of the estimated direct hours for each staff group by fee category, and Exhibit 9 shows the labor costs attributed to the three fee categories from the different staff groups.

Exhibit 8
Breakdown of FY 2017 Direct Hours by Fee Category

Permit Category	Division				
	Building	Planning	On-site Sewage	Administration	Total
Building	4,841	820	104	859	6,624
Planning	64	2,792	104	412	3,372
On-site Sewage	129	183	1,192	8	1,511
Total	5,034	3,794	1,400	1,279	11,507

Exhibit 9
Allocation of FY 2017 Direct Labor Cost Layers by Fee Category

Permit Category	Division				
	Building	Planning	On-site Sewage	Administration	Total
Building	\$ 292,268	\$ 42,683	\$ 7,702	\$ 53,179	\$ 395,833
Planning	3,007	157,185	7,702	35,430	203,325
On-site Sewage	6,014	8,462	121,792	138	136,407
Total	\$ 301,290	\$ 208,330	\$ 137,197	\$ 88,748	\$ 735,565

Once the cost of service has been established, the level of cost recovery can be analyzed by comparing the cost of service to the revenues or current fee. The analysis evaluates the cost recovery level at an overall fee category level as well as the individual fee level. As previously mentioned, the cost of service is primarily based on the amount of time assigned to each fee category. Time from one fee category might also be related to other fee categories because there might be a certain degree of legal and technical overlap between the different fee categories. Consequently, each fee category's cost of service provides a general cost estimate, and the cost recovery levels might also be affected by these estimates.

The following cost of service and cost recovery analyses are based on the fee category and not on the organizational divisions.

BUILDING SERVICES

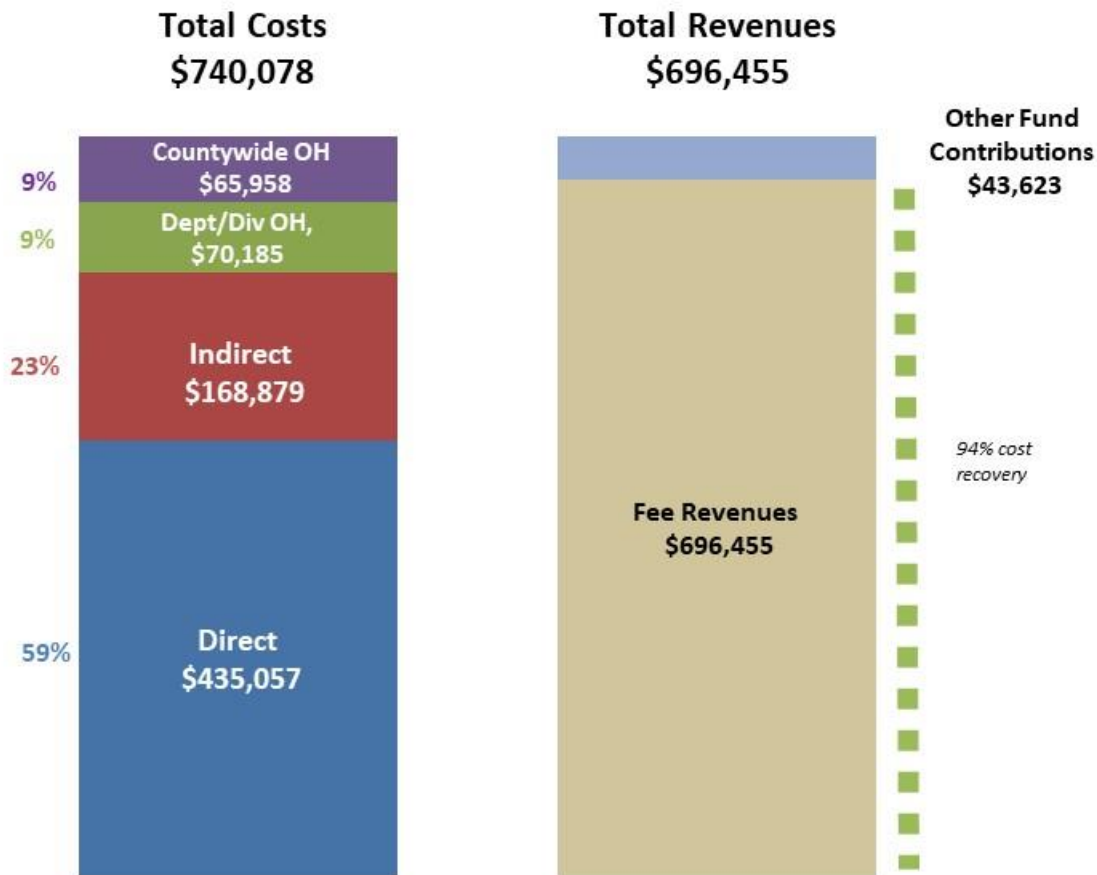
As shown in Exhibit 10, the full cost of building fee supported services was \$740,078. Direct services were about 59% of the full cost of service, while indirect services were 23% of the full cost of service. Department Administration costs represented the remaining 18%. The Building group's non-labor costs were allocated across building fee and non-fee categories based on staff-reported work hours.

Exhibit 10
FY 2017 Full Cost of Service for Building Services

<i>Building</i>		Annual Cost Components		Total Costs	% of Total Costs
		Labor Costs	Non-Labor Costs		
Direct Costs	Total Direct Services	\$ 395,833	\$ 35,697	\$ 431,530	58%
	Contract Services		\$ 3,526	\$ 3,526	0%
Subtotal Direct Costs		\$ 395,833	\$ 39,223	\$ 435,057	59%
Indirect Costs	General Administration & Management	\$ 94,108	\$ 7,758	\$ 101,866	14%
	Public Information & Customer Service	54,745	5,093	59,838	8%
	Training & Certification	6,592	583	7,175	1%
		-	-	-	-
Subtotal Indirect Costs		155,445	13,434	\$ 168,879	23%
Overhead Costs	Department Administration OH - Fee Related	\$ 70,185	\$ -	\$ 70,185	9%
	Division OH - Fee Related	-	-	-	-
	Countywide OH - Fee Related	-	65,958	65,958	9%
Subtotal Overhead Costs		\$ 70,185	\$ 65,958	\$ 136,143	18%
Total Building Costs		\$ 621,463	\$ 118,615	\$ 740,078	100%

Exhibit 11 compares the Exhibit 10 costs with the FY 2017 total revenues for Building services. The total cost of service for Building fee supported services (\$740,078) exceeded fee revenue (\$696,455) by approximately \$44,000. In other words, the cost recovery rate for building fee services in FY 2017 was 94 percent. The remaining 6 percent was covered by general fund or other revenue sources.

Exhibit 11
FY 2017 Cost Recovery for Building Services



Individual Building Fees

Because a major portion of the building fee revenue is based on the construction value rather than the specific amount of time required to provide the service, only some of the individual building fees were analyzed. Most of the fixed or time-based building fees are related to the mechanical, plumbing, and electrical fee schedules.

A total of 174 fees were analyzed, including 159 time-based fees, 13 hourly fees, and 2 new fees. Of the 159 time-based fees, 85 recovered 100 percent or more of the cost of service while 42 fees recovered less than 50 percent of the cost of service. The average cost recovery rate for the individual time-based fees is 283 percent. The average cost recovery rate for individual fees is higher than the overall cost recovery rate shown in Exhibit 11 due to three major factors:

- Many of the individual building fees are fixture-based fees (e.g., inspecting a water heater or dishwasher) which have relatively high cost recovery rates. Generally, fixture-based fees do not generate as much revenue as building valuation fees. As a result, the average cost recovery rate of individual fees is higher than the overall cost recovery rate for the Building Fee category.
- Many building permit fees are subject to a minimum fee which was \$106 in FY 2017. The Department designed the minimum fee to cover the cost for the building inspector to travel to and from the site, conduct the inspection, and process the permit. Based on discussions with the

Department, the time estimates for fixture-based fees were revised to reflect the incremental time required to inspect each additional fixture once the inspector is already on site. The change in methodology resulted in the cost of service for mechanical and plumbing fixture fees to be lower than the current fees. For example, the current fee assessed for most plumbing fixture permits is \$23 and the cost of service is \$9 resulting in a cost recovery rate of 244 percent.

- The Department revised the methodology for service time estimates for grade and fill permits. The permit fee is assessed based on the number of cubic yards of material. The current permit fee for the first 50 cubic yards of material is \$27 and increases to \$1,049 for 100,000 cubic yards. The Department adjusted the methodology for the service time estimates so that the base cost (e.g., travel time, permit documentation) is accounted for in the permit fee for the first 50 cubic yards. The cost of service for additional volume reflects the incremental cost to inspect the material once the inspector is already on site. As a result of this change, the cost of service for the first 50 cubic yards is higher than the current fee, \$228 compared to the current fee of \$27. Conversely, the cost of service for additional material is lower than the current fees. For example, the cost of service for 100,000 cubic yards is \$9 compared to the current fee of \$1,049.

The cost recovery rates for some of the most common fee types are summarized below:

- Mechanical and plumbing fixture fees both currently recover more than their cost of service at 130 percent and 244 percent respectively.
- The average cost recovery rate for electrical permit services is 56 percent. For example, the fee for an electrical permit for a new 1,000 square foot single-family home is \$156 and the actual cost is \$454.
- Plumbing permit fees for a new home have a cost recovery rate ranging from 114 percent to 125 percent.

The estimated cost of new service fees include:

- Duplicate inspection card: \$25 per request
- Duplicate plans: \$171 per request

There are 13 building fee services that are based on an hourly rate (e.g., inspections outside of normal business hours). The calculated hourly rate for direct fee building services is \$112 compared to the current rate of \$106.

Exhibit 12 shows the cost of service for all reviewed building fees based on the calculated rates, the current fee, and cost recovery percentage.

Exhibit 12
FY 2017 Cost of Service by Individual Building Fee

Fee Services for Building	Cost of Service	Current Fee	Cost Recovery (%)
Miscellaneous Fees - Extension Request	\$71	\$52	74%
Miscellaneous Fees - Temporary Storage of Mobile Home	\$178	\$183	102%
Miscellaneous Fees - Change of Use / Change of Occupancy	\$178	\$183	102%
Miscellaneous Fees - Temporary Occupancy	\$146	\$117	80%
Miscellaneous Fees - Roofing Permit (residential)	\$178	\$119	67%
Miscellaneous Fees - Demolition of Residential Structure	\$228	\$170	75%
Miscellaneous Fees - Temporary While Building	\$122	\$106	87%
Miscellaneous Fees - Refund Processing Fee	\$74	\$16	22%
Manufactured Dwelling Installation Fees - Manufactured home installation	\$624	\$285	46%

Fee Services for Building	Cost of Service	Current Fee	Cost Recovery (%)
Manufactured Dwelling Installation Fees - New or Relocated Septic & Storm Sewer	\$37	\$47	126%
Manufactured Dwelling Installation Fees - New or Relocated Water Service	\$37	\$47	126%
Manufactured Dwelling Installation Fees - Connection to Drain, Sewer, & Water	\$57	\$62	110%
Movable Commercial Installation - Installation of Unit	\$567	\$220	39%
Movable Commercial Installation - Connection to Water Service	\$37	\$64	171%
Movable Commercial Installation - Connection to Sewer or Holding Tank	\$37	\$64	171%
Movable Commercial Installation - Plan Review	\$41	\$48	116%
Electrical: New Residential - Single - 1,000 SF or less	\$454	\$156	34%
Electrical: New Residential - Single - Each additional 500 square feet or portion thereof	\$63	\$28	45%
Electrical: New Residential - Single - Limited energy	\$228	\$38	17%
Electrical: New Residential - Single - Each manufactured home or modular dwelling service of feeder	\$228	\$85	37%
Electrical: New Multi-Family - Largest unit uses above square feet; each additional unit	\$454	\$78	17%
Electrical: New Multi-Family - Limited energy, per floor	\$228	\$83	36%
Electrical: New Multi-Family - Protective signaling, per floor	\$228	\$83	36%
Electrical: Service or feeders installation; alteration - 200 amps or less	\$228	\$104	46%
Electrical: Service or feeders installation; alteration - 201 to 400 amps	\$228	\$123	54%
Electrical: Service or feeders installation; alteration - 401 to 600 amps	\$228	\$206	90%
Electrical: Service or feeders installation; alteration - 601 to 1,000 amps	\$341	\$271	79%
Electrical: Service or feeders installation; alteration - Over 1,000 amps or volts	\$454	\$622	137%
Electrical: Service or feeders installation; alteration - Reconnect only	\$228	\$85	37%
Electrical: Temporary services or feeders - installation, alteration, or relocation - 200 amps or less	\$228	\$100	44%
Electrical: Temporary services or feeders - installation, alteration, or relocation - 201 to 400 amps	\$228	\$133	58%
Electrical: Temporary services or feeders - installation, alteration, or relocation - 401 to 600 amps	\$341	\$175	51%
Electrical: Temporary services or feeders - installation, alteration, or relocation - 601 to over 1,000 amps	\$454	\$301	66%
Electrical: Branch circuits: new, alteration, or existing per panel - Fee for branch circuits with purchase of service or feeder, each branch circuit	\$9	\$6	58%
Electrical: Branch circuits: new, alteration, or existing per panel - Fee for branch circuits without purchase of service or feeder, first branch circuit	\$228	\$70	31%
Electrical: Branch circuits: new, alteration, or existing per panel - Fee for branch circuits without purchase of service or feeder, each add'l branch circuit	\$9	\$6	58%
Electrical: Miscellaneous - Well pump or irrigation system	\$228	\$83	36%
Electrical: Miscellaneous - Each sign or outside lighting	\$228	\$83	36%
Electrical: Miscellaneous - Commercial limited energy panel, alteration, or extension	\$228	\$83	36%
Electrical: Miscellaneous - Septic pump and alarm	\$228	\$83	36%
Electrical: Miscellaneous - Special inspection	\$228	\$106	47%
Electrical: Miscellaneous - Ground grid	\$228	\$106	47%
Electrical: All renewable energy types - 5 KVA or less	\$228	\$86	38%
Electrical: All renewable energy types - 5.01 to 15 KVA	\$228	\$101	44%
Electrical: All renewable energy types - 15.01 to 25 KVA	\$228	\$169	74%
Electrical: For wind generation systems in excess of 25 KVA - 25.01 to 50 KVA	\$341	\$221	65%
Electrical: For wind generation systems in excess of 25 KVA - 50.01 to 100 KVA	\$341	\$508	149%
Electrical: For solar generation systems in excess of 25 KVA - First 25 KVA	\$228	\$169	74%
Electrical: For solar generation systems in excess of 25 KVA - For each KVA > 25	\$228	\$169	74%
Electrical: Miscellaneous - Each Additional Inspection Above Allowable, per inspection	\$146	\$106	73%
Electrical: Master permit - Master permit, application	\$82	\$114	139%
Electrical: Master permit - Master permit, inspection, per hour	\$112	\$106	95%
Commercial Mechanical - Inspection Outside of Normal Business Hours (per hour)	\$112	\$106	95%
Commercial Mechanical - Reinspection Fee (per hour)	\$112	\$106	95%
Commercial Mechanical - Inspection Fees for Which No Fee is Specifically Indicated	\$112	\$106	95%

Fee Services for Building	Cost of Service	Current Fee	Cost Recovery (%)
(per hour)			
Commercial Mechanical - Additional Plan Review Required by Changes, Additions, or Revisions to Approved Plans, per hour	\$112	\$106	95%
Mechanical - Gas fuel piping outlets	\$228	\$4	2%
Mechanical - Gas fuel piping outlets > 4	\$228	\$1	0%
Mechanical - Air conditioning	\$9	\$12	130%
Mechanical - Air handling unit of up to 10,000 cfm	\$9	\$12	130%
Mechanical - Air handling unit, 10,001 cfm and over	\$9	\$12	130%
Mechanical - Attic/crawl space fans	\$9	\$8	80%
Mechanical - Bath fan (# of fans)	\$9	\$6	64%
Mechanical - Boiler/compressor/absorption system up to 3 HP or 10,000 BTU	\$9	\$8	84%
Mechanical - Boiler/compressor/absorption system up to 15 HP or 500,000 BTU	\$9	\$15	155%
Mechanical - Boiler/compressor/absorption system up to 30 HP or 1,000,000 BTU	\$9	\$20	211%
Mechanical - Boiler/compressor/absorption system up to 50 HP or 1,750,000 BTU	\$9	\$30	317%
Mechanical - Boiler/compressor/absorption system over 50 HP or 1,750,000 BTU	\$9	\$50	528%
Mechanical - BBQ (gas)	\$9	\$12	130%
Mechanical - Chimney/liner/flue/vent	\$9	\$12	130%
Mechanical - Clothes dryer exhaust	\$9	\$6	64%
Mechanical - Fireplace (all types)	\$9	\$12	130%
Mechanical - Floor furnace, including vent	\$9	\$12	130%
Mechanical - Furnace, up to 100,000 BTU	\$9	\$12	130%
Mechanical - Furnace, > 100,000 BTU	\$9	\$12	130%
Mechanical - Furnace/burner including duct work/vent/liner	\$9	\$12	130%
Mechanical - Heat pump (electric)	\$9	\$12	130%
Mechanical - Range or Cook top (gas)	\$9	\$12	130%
Mechanical - Hood served by mechanical exhaust, including ducts for hood	\$9	\$8	90%
Mechanical - Hydronic hot water system	\$9	\$12	130%
Mechanical - Installation or relocation domestic type incinerator	\$9	\$12	130%
Mechanical - Mini split system	\$9	\$12	130%
Mechanical - Oil tank/gas/diesel generators	\$9	\$12	130%
Mechanical - Pool or spa heater, kiln	\$9	\$12	130%
Mechanical - Radon mitigation	\$9	\$12	130%
Mechanical - Repair, alteration, or addition to mechanical appliance including installation of controls	\$9	\$12	130%
Mechanical - Suspended heater, recessed wall heater, or floor mounted unit heater	\$9	\$12	130%
Mechanical - Ventilation fan connected to single duct	\$9	\$6	64%
Mechanical - Ventilation system not a portion of heating or air-conditioning system authorized by permit	\$9	\$12	130%
Mechanical - Other heating/cooling	\$9	\$12	130%
Mechanical - Other fuel appliance	\$9	\$12	130%
Mechanical - Other environment exhaust/ventilation	\$9	\$12	130%
Mechanical - Water heater (gas)	\$9	\$12	130%
Mechanical - Woodstove/ pellet stove	\$9	\$12	130%
Plumbing - 1 Bathroom House (new construction)	\$340	\$411	121%
Plumbing - 2 Bathroom House (new construction)	\$453	\$535	118%
Plumbing - 3 Bathroom House (new construction)	\$566	\$708	125%
Plumbing - Bathroom (each additional, new construction)	\$85	\$97	114%
Plumbing - Water service (first 100 feet)	\$143	\$47	33%
Plumbing - Minor installation (per fixture) including additions and remodels	\$228	\$23	10%
Plumbing - Sanitary & storm water service each (first 100 feet)	\$228	\$47	21%
Plumbing - Additional 100' or part thereof (water, sanitary, and sewer)	\$57	\$36	64%
Plumbing - Special equipment of DWV alteration	\$228	\$64	28%
Plumbing - Manufactured Dwellings & Prefab - Connection to Existing, Drain, Sewer &	\$57	\$64	113%

Fee Services for Building	Cost of Service	Current Fee	Cost Recovery (%)
Water (initial install)			
Plumbing - Manufactured Dwellings & Prefab - New sanitary and storm sewer	\$37	\$47	126%
Plumbing - Manufactured Dwellings & Prefab - New water service	\$37	\$47	126%
Plumbing - Additional 100' or part thereof (water, sanitary, and sewer)	\$28	\$36	127%
Plumbing - RV & Manufactured Dwelling Parks - Base Fee (includes 5 or less spaces)	\$341	\$313	92%
Plumbing - RV & Manufactured Dwelling Parks - 6 to 19 spaces	\$113	\$53	47%
Plumbing - RV & Manufactured Dwelling Parks - 20 or more spaces	\$113	\$36	32%
Plumbing - RV & Manufactured Dwelling Parks - Structures & storm sewer systems (per fixture)	\$28	\$23	81%
Plumbing - Commercial, Industrial, and Dwellings Other than 1 & 2 Family - per fixture, except for those listed below	\$228	\$23	10%
Plumbing - Commercial, Industrial, and Dwellings Other than 1 & 2 Family - Tub / shower	\$228	\$64	28%
Plumbing - Commercial, Industrial, and Dwellings Other than 1 & 2 Family - Interceptor / grease trap	\$228	\$64	28%
Plumbing - Commercial, Industrial, and Dwellings Other than 1 & 2 Family - Water Service (first 100')	\$228	\$64	28%
Plumbing - Commercial, Industrial, and Dwellings Other than 1 & 2 Family - Building Sanitary Sewer (first 100')	\$228	\$64	28%
Plumbing - Commercial, Industrial, and Dwellings Other than 1 & 2 Family - Building Storm Sewer (first 100')	\$228	\$64	28%
Plumbing - Commercial, Industrial, and Dwellings Other than 1 & 2 Family - Add'l 100' or part thereof (water or sewer)	\$228	\$36	16%
Plumbing - Miscellaneous Fee – Re-inspection	\$113	\$106	94%
Plumbing - Miscellaneous Fee - Specifically Request Inspection (per hour)	\$112	\$106	95%
Plumbing - Residential Fire Sprinklers, 1 to 2,000 SF	\$341	\$347	102%
Plumbing - Residential Fire Sprinklers, 2,001 to 3,600 SF	\$398	\$375	94%
Plumbing - Residential Fire Sprinklers, 3,601 to 7,200 SF	\$454	\$416	92%
Plumbing - Residential Fire Sprinklers, >7,200 SF	\$567	\$472	83%
Plumbing - Fixtures – Absorption Valve	\$9	\$23	244%
Plumbing - Fixtures – Backflow Preventer	\$9	\$23	244%
Plumbing - Fixtures – Backwater valve	\$9	\$23	244%
Plumbing - Fixtures – Catch basin or area drain	\$9	\$23	244%
Plumbing - Fixtures – Clothes washer	\$9	\$23	244%
Plumbing - Fixtures – Dishwasher	\$9	\$23	244%
Plumbing - Fixtures – Drinking Fountain	\$9	\$23	244%
Plumbing - Fixtures – Drywell, leach line or trench drain	\$9	\$23	244%
Plumbing - Fixtures – Ejectors/sump pump	\$9	\$23	244%
Plumbing - Fixtures – Expansion tank	\$9	\$23	244%
Plumbing - Fixtures – Fixture cap	\$9	\$23	244%
Plumbing - Fixtures – Floor drain/floor sink/hub drain	\$9	\$23	244%
Plumbing - Fixtures – Garbage disposal	\$9	\$23	244%
Plumbing - Fixtures – Hose bib	\$9	\$23	244%
Plumbing - Fixtures – Ice maker	\$9	\$23	244%
Plumbing - Fixtures – Interceptor/grease trap (commercial)	\$9	\$64	679%
Plumbing - Fixtures – Manholes	\$9	\$23	244%
Plumbing - Fixtures – Primer	\$9	\$23	244%
Plumbing - Fixtures – Septic abandonment	\$9	\$23	244%
Plumbing - Fixtures – Sewer cap	\$9	\$23	244%
Plumbing - Fixtures – Sink/basin/lavatory	\$9	\$23	244%
Plumbing - Fixtures – Stormwater retention/detention tank/facility	\$9	\$23	244%
Plumbing - Fixtures - Swimming pool piping	\$9	\$23	244%
Plumbing - Fixtures - Tub/shower/shower pan	\$9	\$64	679%
Plumbing - Fixtures – Urinal	\$9	\$23	244%

Fee Services for Building	Cost of Service	Current Fee	Cost Recovery (%)
Plumbing - Fixtures – Water closet	\$9	\$23	244%
Plumbing - Fixtures – Water heater	\$9	\$23	244%
Plumbing - Fixtures –Alternate potable water heating system	\$9	\$23	244%
Structural - Inspection Outside of Normal Business Hours (per hour)	\$112	\$106	95%
Structural – Re-inspection Fee for Incomplete Work (per hour)	\$112	\$106	95%
Structural - Inspection Fees for Which No Fee is Specifically Indicated (per hour)	\$112	\$106	95%
Structural - Additional Plan Review Required by Changes, Additions, or Revisions to Approved Plans, per hour	\$112	\$106	95%
Structural - For Use of Outside Consultants for Plan Review and Inspections or Both	\$112		95%
Structural - Demolition permits, use valuations for building and plan review fees	\$115	\$106	93%
Structural - Swimming Pools, Spas, Hot Tubs, Use Valuation for Building and Plan Review Fees	\$112	\$106	95%
Structural - Permit Investigation Fee, per hour	\$112	\$106	95%
Grade & Fill - Office Plan Review / Field Review Fees, 51 to 100 CY	\$171	\$53	31%
Grade & Fill - Office Plan Review / Field Review Fees, 101 to 1,000 CY	\$171	\$66	39%
Grade & Fill - Office Plan Review / Field Review Fees, 1,001 to 10,000 CY	\$228	\$79	35%
Grade & Fill - Office Plan Review / Field Review Fees, 10,001 to 100,000 CY, each 10,000 CY above prior level	\$9	\$79	875%
Grade & Fill - Office Plan Review / Field Review Fees, 100,001 to 200,000 CY, each 10,000 CY above prior level	\$9	\$331	3653%
Grade & Fill - Office Plan Review / Field Review Fees, 200,001 or more CY, each 10,000 CY above prior level	\$9	\$482	5323%
Grade & Fill - Permit Fees, 50 CY	\$228	\$27	12%
Grade & Fill - Permit Fees, 51 to 100 CY	\$113	\$42	37%
Grade & Fill - Permit Fees, 101 to 1,000 CY, each 100 CY above prior level	\$9	\$42	467%
Grade & Fill - Permit Fees, 1,001 to 10,000 CY, each 1,000 CY above prior level	\$9	\$222	2451%
Grade & Fill - Permit Fees, 10,001 to 100,000 CY, each 10,000 CY above prior level	\$9	\$371	4095%
Grade & Fill - Permit Fees, 100,001 CY or more, each 10,000 CY above prior level	\$9	\$1,049	11580%
New Fee - Duplicate inspection card	\$25		0%
New Fee - Duplicate plans	\$171		0%

PLANNING SERVICES

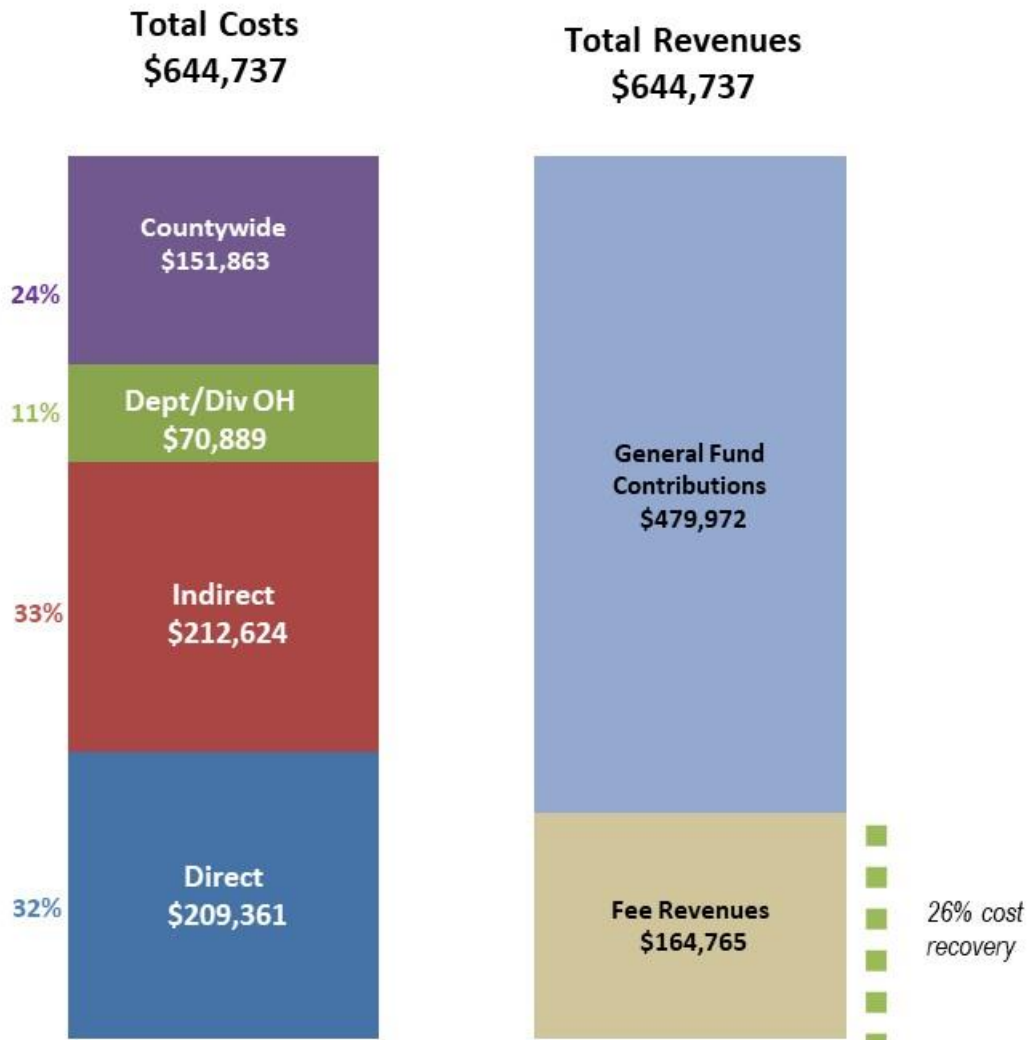
As shown in Exhibit 13, the full cost of Planning fee supported services was \$644,737. Direct services were about 32% of the full cost of service, while indirect services were 33% of the full cost of service. The remaining 35% is attributed to Department and Countywide Administration costs.

Exhibit 13
FY 2017 Full Cost of Service for Planning Services

<i>Planning</i>		Annual Cost Components		Total Costs	% of Total Costs
		Labor Costs	Non-Labor Costs		
Direct Costs	Total Direct Services	\$ 203,325	\$ 6,036	\$ 209,361	32%
	Contract Services		\$ -	\$ -	-
Subtotal Direct Costs		\$ 203,325	\$ 6,036	\$ 209,361	32%
Indirect Costs	General Administration & Management	\$ 75,603	\$ 2,016	\$ 77,618	12%
	Public Information & Customer Service	130,032	4,050	134,082	21%
	Training & Certification	889	34	923	0%
Subtotal Indirect Costs		206,524	6,100	\$ 212,624	33%
Overhead Costs	Department Administration OH - Fee Related	\$ 52,815	\$ 18,074	\$ 70,889	11%
	Division OH - Fee Related	-	-	-	-
	Countywide OH - Fee Related	-	151,863	151,863	24%
	-	-	-	-	-
Subtotal Overhead Costs		\$ 52,815	\$ 169,937	\$ 222,752	35%
Total Planning Costs		\$ 462,663	\$ 182,074	\$ 644,737	100%

Exhibit 14 compares the costs found in Exhibit 13 to the FY 2017 total revenues for Planning services. This graph illustrates that only 25% of Planning's costs were recovered from permit revenues. The remaining \$479,972 were covered by the General Fund or other revenue sources.

Exhibit 14
FY 2017 Cost Recovery for Planning Services



Individual Planning Fees

Exhibit 15 details the cost of service for all identified planning fees based on the calculated rates, the current fee, and cost recovery percentage. Of the 50 fees analyzed, three fees had cost recovery rates above 100 percent (Temporary Permit Renewal, Temporary Permit Removal Deposit, and Design Review Type 2 for projects greater than \$5 million). The average cost recovery rate was 34 percent. Examples of fees that currently require a subsidy from the General Fund include:

- Planning release fee for building permits: 72% cost recovery rate (\$24 subsidy per application)
- Partition (preliminary plat): 43% cost recovery rate (\$1,862 subsidy per application)
- Pre-application meeting (without and with goal exception): 6% to 9% cost recovery rate
- Conditional Use Permit, 29% cost recovery rate (\$3,073 subsidy per application)

Exhibit 15
FY 2017 Cost of Service by Individual Planning Fee

Fee Services for Planning	Cost of Service	Current Fee	Cost Recovery %
Building - Planning Release Fee	\$88	\$64	72%
Administrative Resource Dwelling/Facility	\$2,784	\$1,255	45%
Administrative Resource Dwelling/Facility - Template Test	\$1,106	\$106	10%
Agricultural Building/Equine Building Exemption (includes septic review fee)	\$991	\$260	26%
Appeal - Administrative Decision / Planning Commission Decision	\$2,956	\$277	9%
Code Compliance Investigation Fee	\$724	\$113	16%
Conditional Use Permit	\$4,328	\$1,255	29%
Comprehensive Plan - Map Amendment	\$19,039	\$2,225	12%
Comprehensive Plan - Text Amendment	\$19,039	\$4,312	23%
Determination of Similar Use	\$3,709	\$587	16%
Development Agreement	\$2,320	\$555	24%
Floodplain Development Permit	\$1,950	\$177	9%
Floodway Alteration	\$1,950	\$349	18%
Home Occupation - Type 1 Review	\$2,546	\$353	14%
Home Occupation - Type 2 Review	\$4,223	\$1,255	30%
Lot of Record Verification	\$2,546	\$193	8%
Marijuana Operation Permit	\$3,841	\$1,255	33%
Design Review Type 1, \$0 to \$50k	\$2,989	\$349	12%
Design Review Type 1, Final Site Inspection	\$832	\$69	8%
Design Review Type 2, \$50k to \$500k	\$5,663	\$971	17%
Design Review Type 2, \$500k to \$1.0M	\$5,663	\$2,084	37%
Design Review Type 2, \$1.01M \$5.0M	\$5,663	\$4,175	74%
Design Review Type 2, \$5.01M+	\$5,663	\$8,350	147%
Design Review Type 2, Final Site Inspection	\$941	\$116	12%
Non-Conforming Use	\$2,702	\$698	26%
Partition - Preliminary Plat	\$3,252	\$1,390	43%
Partition - Final Plat	\$655	\$154	24%
Planning Compliance Review / Permit Release / Land Use Compatibility	\$531	\$64	12%
Pre-App Meeting - W/O Goal Exception	\$1,110	\$63	6%
Pre-App Meeting - W Goal Exception	\$1,287	\$116	9%
Property Line Adjustment - With Notice	\$2,536	\$555	22%
Property Line Adjustment - Without Notice	\$1,152	\$277	24%
Rebuild Letter	\$487	\$38	8%
Referral of Administrative Action	\$1,653	\$277	17%
Resource Dwelling Review	\$2,649	\$840	32%
Road Naming	\$1,670	\$206	12%
Rural Addressing Assignment	\$664	\$44	7%
Stormwater/Erosion Control Plan (Conceptual Plan by Applicant - Partitions - SF/Duplex)	\$396	\$103	26%
Stormwater/Erosion Control Plan (Preliminary Plan Certified by Engineer)	\$703	\$103	15%
Stormwater/Erosion Control Plan (Final Plan Certified by Engineer)	\$454	\$103	23%
Subdivisions - Preliminary Plat	\$4,381	\$1,528	35%
Subdivisions - Preliminary Plat, plus per lot	\$93	\$90	97%
Subdivisions - Final Plat	\$678	\$153	23%
Subdivisions - Final Plat, plus per lot	\$93	\$18	19%
Temporary Permit	\$2,085	\$491	24%
Temporary Permit - Renewal	\$222	\$277	125%
Temporary Permit - Removal Deposit	\$246	\$587	238%
Variances	\$3,858	\$1,255	33%
Zoning Ordinance - Map Amendment	\$4,992	\$2,084	42%
Zoning Ordinance - Text Amendment	\$6,017	\$4,001	66%

ON-SITE SEWAGE SERVICES

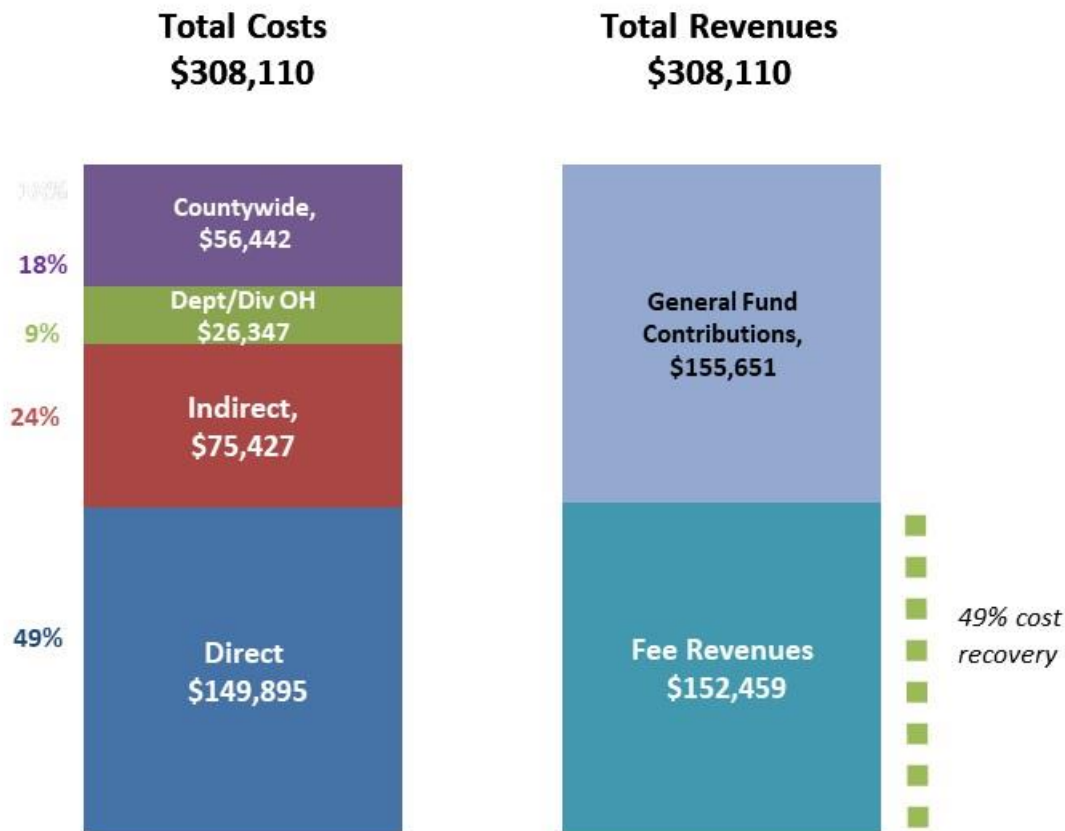
As shown in Exhibit 16, the full cost of On-Site Sewage fee supported services was \$308,110. Direct services were 49% of the full cost of service, while indirect services represented 24%. Department and County overhead costs were the remaining 27%.

Exhibit 16
FY 2017 Full Cost of Service for On-Site Sewage

<i>On-site Sewage</i>		Annual Cost Components		Total Costs	% of Total Costs
		Labor Costs	Non-Labor Costs		
Direct Costs	Total Direct Services	\$ 136,407	\$ 2,828	\$ 139,235	45%
	Contract Services		\$ 10,660	\$ 10,660	3%
Subtotal Direct Costs		\$ 136,407	\$ 13,488	\$ 149,895	49%
Indirect Costs	General Administration & Management	\$ 23,707	\$ 542	\$ 24,249	8%
	Public Information & Customer Service	47,214	1,136	48,350	16%
	Training & Certification	2,757	70	2,827	1%
Subtotal Indirect Costs		73,679	1,748	\$ 75,427	24%
Overhead Costs	Department Administration OH - Fee Related	\$ 19,629	\$ 6,718	\$ 26,347	9%
	Division OH - Fee Related	-	-	-	-
	Countywide OH - Fee Related	-	56,442	56,442	18%
	-	-	-	-	-
Subtotal Overhead Costs		\$ 19,629	\$ 63,159	\$ 82,788	27%
Total On-site Sewage Costs		\$ 229,715	\$ 78,395	\$ 308,110	100%

In FY 2017 the overall revenues from On-Site Sewage fee services were lower than the total costs. Revenue from sanitation permits totaled \$152,459 while calculated costs totaled \$308,110. Based on the analysis, On-Site Sewage services required \$155,651 in General Fund support in FY 2017. The required subsidy is primarily attributed to the recent increase to staffing to provide service coverage. The program now includes one full-time Environmental Specialist II and one part-time contract position. The overall cost recovery rate is 49%.

Exhibit 17
FY 2017 Cost Recovery for On-Site Sewage Services



Individual On-Site Fees

Based on the time estimates for each permit and each individual’s hourly rate, the full cost of service for each on-site sewage fee is compared with the current fee. Following feedback from the Department, the hourly rate for the part-time contract position was adjusted to an hourly rate for a part-time County Environmental Specialist I position. Because the compensation rate as a County position is lower than the current contract rate, this adjustment decreases the cost of service for on-site sewage fees. The adjustment also reflects the Department’s plan to retain two positions in the On-Site Sewage program for service coverage.

A total of 37 fees were evaluated including 34 time-based fees, two hourly fees, and one new fee. Of the 34 time-based fees, eight have a cost recovery rate of 100 percent or more. The average cost recovery rate for the individual fees was 80 percent. The two hourly fee services (compliance and special investigation) are currently based on rates of \$106 per hour and \$77 per hour respectively. The cost of service hourly rate for these services is \$188 and is based on the loaded hourly rate for the program’s lead position, the Environmental Specialist II. Exhibit 18 shows each individual fee’s cost of service and cost recovery level. Current fees exclude the \$100 surcharge assessed to permits by the Oregon Department of Environmental Quality. Examples of cost recovery rates for individual fees include:

- New Site Evaluation: 91% cost recovery (\$65 subsidy per application)
- Standard Permit: 137% cost recovery

- Sand Filter Permit: 81% cost recovery (\$342 subsidy per application)
- Authorization Notice with site visit: 50% cost recovery (\$375 subsidy per application)

The estimated cost of new service fees include:

- Site Evaluation Confirmation: \$547 per application

Exhibit 18
FY 2017 Cost of Service by Individual On-Site Fee

Fee Services for On-Site Sewer	Cost of Service	Current Fee	Cost Recovery (%)
Authorization Notice - No Site Visit	\$368	\$164	45%
Authorization Notice - Site Visit	\$743	\$368	50%
Authorization Notice - Hardship Renewal, no site visit	\$368	\$76	21%
Authorization Notice - Hardship Renewal, site visit	\$743	\$284	38%
Existing System Evaluation	\$790	\$495	63%
Existing System Record Review	\$94	\$51	54%
ATT Annual Report	\$276	\$63	23%
Holding Tank Annual Report	\$276	\$38	14%
Inspections - Holding Tank	\$652	\$396	61%
Inspections - Alternative System Inspection	\$657	\$538	82%
Inspections - Re-inspection Fee	\$282	\$100	36%
Inspections - Special Field Investigation - per hour	\$188	\$77	41%
Inspections - Pumper Truck Inspection each truck	\$138	\$129	93%
Plan Review Fee - Commercial 600 to 1,000 GPD	\$188	\$342	182%
Plan Review Fee - each 500 GPD above 1,000 upto 2,500	\$47	\$57	121%
On-Site Sewage - Compliance Investigative, per hour	\$188	\$106	56%
New Site Evaluation - per lot	\$713	\$648	91%
Permit - Standard Permit	\$696	\$955	137%
Permit - Alternative Treatment Tech.	\$1,494	\$1,433	96%
Permit - Capping Fill	\$1,447	\$1,433	99%
Permit - Disposal Trenches in Sapolite	\$696	\$955	137%
Permit - Gray Water Disposal Sump	\$693	\$372	54%
Permit - Holding Tank Installation	\$834	\$664	80%
Permit - Pressure Distribution	\$1,494	\$1,433	96%
Permit - Redundant	\$1,494	\$1,433	96%
Permit - Sand Filter	\$1,775	\$1,433	81%
Permit - Steep Slope	\$696	\$955	137%
Permit - Tile Dewatering	\$1,494	\$1,433	96%
Minor Repair	\$555	\$290	52%
Major Repair	\$1,403	\$623	44%
Minor Alteration	\$555	\$261	47%
Major Alteration	\$1,403	\$935	67%
Pump or Dosing Siphon Fee	\$47	\$57	121%
Tank Abandonment Fee	\$91	\$63	69%
Permit Renewal, Reinstatement, or Transfer - No Site Visit	\$136	\$159	117%
Permit Renewal, Reinstatement, or Transfer - Site Visit	\$417	\$501	120%
New Fee- Site Evaluation Confirmation	\$547	New	New

CODE ENFORCEMENT

In addition to building, planning, and on-site sewage permit services, the Department also administers the County's code enforcement program which includes one FTE. Based on the Department's direction, the fee study includes the cost of service and hourly fee analysis for the code enforcement program which provides compliance services for the building, planning, and on-site sewage permit functions and the County's solid waste program. The cost of the code enforcement program, however, is not included as part of the cost of processing the development permits.

As shown in Exhibit 19, the overall cost of service in FY 2017 is \$145,589. Direct services were 67% of the full cost of service, while indirect services represented 20%. Department and County overhead costs were the remaining 13%.

Unlike other Department programs, the Code Enforcement program does not have a dedicated cost center to account for non-labor and overhead costs. To estimate these costs for the program, a percentage of the non-labor, department overhead, and County overhead costs for the Building, Planning, and On-Site Sewage programs were allocated to Code Enforcement based on each program's budgeted contribution to support the salary and benefits cost of the County's code enforcement officer.

Exhibit 19
FY 2017 Full Cost of Service for Code Enforcement

<i>Code Enforcement</i>		Annual Cost Components		Total Costs	% of Total Costs
		Labor Costs	Non-Labor Costs		
Direct Costs	Total Direct Services	\$ 95,898	\$ 2,053	\$ 97,952	67%
	Contract Services		\$ -	\$ -	-
Subtotal Direct Costs		\$ 95,898	\$ 2,053	\$ 97,952	67%
Indirect Costs	General Administration & Management	\$ 6,976	\$ 147	\$ 7,123	5%
	Public Information & Customer Service	20,754	437	21,190	15%
	Training & Certification	-	-	-	-
Subtotal Indirect Costs		27,730	583	\$ 28,314	20%
Overhead Costs	Department Administration OH - Non-Fee Related	\$ 5,661	\$ 1,453	\$ 7,115	5%
	Division OH - Non-Fee Related	-	-	-	-
	Countywide OH - Non-Fee Related	-	12,209	12,209	8%
Subtotal Overhead Costs		\$ 5,661	\$ 13,662	\$ 19,324	13%
					-
Total Code Enforcement Costs		\$ 129,290	\$ 16,299	\$ 145,589	100%

The total cost of service for the Code Enforcement program was divided by the estimated staff hours assigned to code enforcement activities (1,411) in FY 2017 to determine an hourly fee, which is estimated at \$103 per hour.

The Department requested an alternate scenario for the Code Enforcement cost of service based on projected FY 2019 cost sharing rates. The salary and benefit costs of the Code Enforcement Officer are currently shared between the Building (20%), General (30%), and Solid Waste (50%) funds. In FY 2019, the cost sharing rates would be revised so that the Solid Waste Fund would cover 70 percent of the costs and the General Fund contribution would be reduced to 10 percent. The cost share for the Building Fund would remain at 20 percent. Using the updated cost sharing rates, the FY 2017 cost of service is \$134,330 for Code Enforcement Services related to Building, Planning, and On-Site Sewage activities. The hourly fee is estimated at \$95.

CREDIT CARD TRANSACTION FEES

In FY 2019 the Department will begin paying transaction fees for customers who choose to pay their permit fees with credit cards. Customers currently pay credit card transaction fees on permit fees directly to the County's credit card vendor. In FY 2019 the transaction fees will be recovered as part of the permit fees, and as a result, the Department requested an analysis to determine the increase to permit fees that would be required to offset this new cost.

Assumptions on the credit card transaction fee rate (2 percent) and the percent of customers that pay permit fees with credit cards (50 percent) were provided by the Department. Based on these assumptions, the Department would have paid approximately \$10,000 in FY 2017 in credit card fees on permit revenue from Building, Planning, and On-Site Sewage services. Permit fees would have had to increase by one percent to recover the cost of credit card transaction fees.

Exhibit 20 details the estimated transaction fees and corresponding permit fee increase for each fee category.

Exhibit 20
Estimated Increase to Permit Fees to Recover Credit Card Transaction Costs, FY 2017

Permit Category	FY 2017 Permit Revenue	FY 2017 Estimated Credit Card Transaction Fees	Required Percent Increase in Fees
Building	\$ 696,455	\$ 6,965	1.00%
Planning	164,765	1,648	1.00%
On-Site Sewage	152,459	1,525	1.00%
Total	\$ 1,013,679	\$ 10,137	1.00%

PROPOSED STAFFING CHANGES IN FY 2019

The Department also requested an analysis of the impact on program cost recovery rates resulting from proposed staffing changes in FY 2019. Proposed staffing additions in the Building, On-Site Sewage, and Administration divisions will increase Department staffing from 14.81 FTEs to 17.34 FTEs. Proposed staffing changes in FY 2019 include:

- One part-time Building Inspector II position increased to full-time
- One part-time Office Specialist position increased to full-time
- One new full-time Building Inspector II
- One new Environmental Services Specialist I
- Elimination of one contract part-time Environmental Services Specialist I

The additional staffing hours and costs for the new positions were added to the FY 2017 cost of service results for each fee category to estimate the impact on cost recovery rates. The Department provided salary and benefit costs as well as time estimates for the new positions. These costs and hours were then added to the FY 2017 cost of service results to develop an estimate of the cost of service and cost recovery rates for each division with the staffing changes. Because the FY 2017 cost of service study is based on actual financial data and the cost of the new positions are estimates, the results of this analysis provide an estimated impact of the new positions on cost recovery rates for each division.

When compared to the FY 2017 cost of service results, the change in staffing is projected to increase available annual hours for direct fee services from 11,507 to 13,969. Annual direct labor costs would

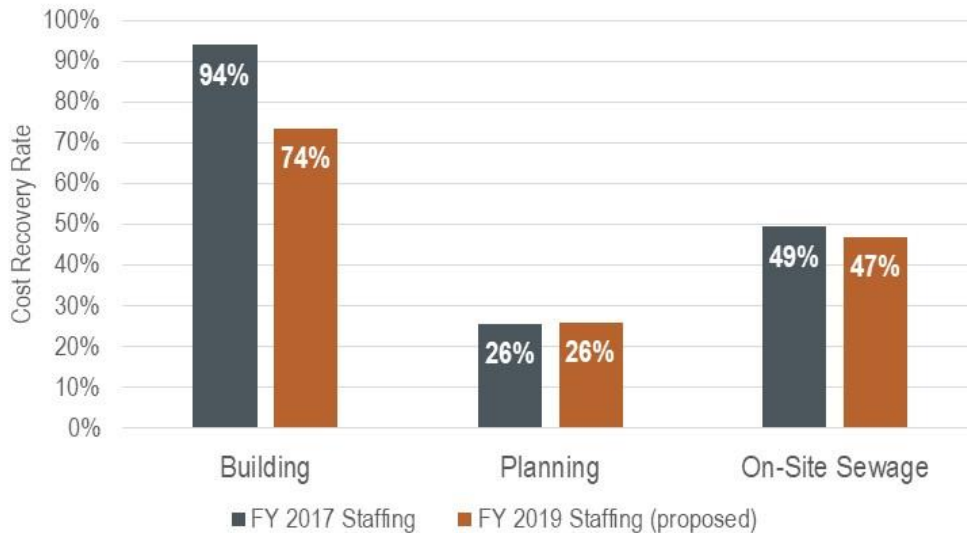
increase from \$735,565 to \$840,437. Exhibit 21 details the annual direct labor costs for Building, Planning, and On-Site Sewage programs with the staffing changes.

Exhibit 21
Estimated Annual Direct Labor Costs by Fee Category with FY 2019 Staffing Changes

Permit Category	Division				
	Building	Planning	On-Site Sewage	Administration	Total
Building	\$ 398,002	\$ 42,683	\$ 14,597	\$ 66,595	\$ 521,877
Planning	3,007	157,185	7,702	38,091	205,985
On-Site Sewage	6,014	8,462	91,865	6,233	112,574
Total	\$ 407,024	\$ 208,330	\$ 114,164	\$ 110,919	\$ 840,437

The new positions will increase costs for the Building, On-Site Sewage, and Administration divisions. Without an equal increase in fee revenue for these services, the additional staffing is projected to reduce the cost recovery rates for Building and On-Site Sewage. Due to the additional Building Inspector II positions, the cost recovery rate for the Building program would decrease from 94 percent to 74 percent. The 0.5 FTE increase for the Environmental Services Specialist I position in the On-Site Sewage division would reduce the program’s cost recovery rate from 49 percent to 47 percent. The additional direct fee time costs of the Office Specialist were assigned to the respective programs and the indirect time costs for the position were allocated proportionally following the methodology described in Section II for indirect time costs for Administration positions. Exhibit 22 illustrates the change in cost recovery rates for each fee category resulting from the proposed staffing adjustments.

Exhibit 22
Estimated Change in Cost Recovery Rate by Fee Category



Section IV. LAND DEVELOPMENT SERVICES

DEPARTMENT RECOMMENDED FEES

After reviewing the cost of service and cost recovery rates for Building, Planning, and On-Site Sewage fee services, the Department recommended that some fees be adjusted to full cost recovery while others remain at the current level or at another cost recovery level. This section details the Department’s recommendations for the fee services.

BUILDING FEE SERVICES

Of the 174 building fees reviewed in the study, the Department recommended that 77 fees remain at the current fee level, 72 fees be adjusted to cost of service, and 16 fees be set to another cost recovery level. After reviewing the cost of service results, the Department also identified 9 fees that can be consolidated into other fees or that are based on valuation. The building fees with the lowest recommended cost recovery rate are plumbing fees for commercial and industrial fixtures and utility connections (28%) and they are recommended to remain same. The Department’s recommended fee for commercial interceptor and grease traps is set to the highest cost recovery rate (679%) for building fees and is based on the current fee (\$64).

Exhibit 23 details the Department’s recommended cost recovery rates for building fees.

Exhibit 23
Land Development Services Recommended Cost Recovery for Building Fees

Fee Service	Cost of Service	Current Fee	Cost Recovery (%)	Development Services Recommended Fee	Development Services Recommended Cost Recovery (%)
Miscellaneous Fees - Extension Request	\$71	\$52	74%	\$71	100%
Miscellaneous Fees - Temporary Storage of Mobile Home	178	183	102%	183	102%
Miscellaneous Fees - Change of Use / Change of Occupancy	178	183	102%	183	102%
Miscellaneous Fees - Temporary Occupancy	146	117	80%	146	100%
Miscellaneous Fees - Roofing Permit (residential)	178	119	67%	178	100%
Miscellaneous Fees - Demolition of Residential Structure	228	170	75%	228	100%
Miscellaneous Fees - Temporary While Building	122	106	87%	122	100%

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Fee Service	Cost of Service	Current Fee	Cost Recovery (%)	Development Services Recommended Fee	Development Services Recommended Cost Recovery (%)
Miscellaneous Fees - Refund Processing Fee	74	16	22%	32	43%
Manufactured Dwelling Installation Fees - Manufactured home installation	624	285	46%	624	100%
Movable Commercial Installation - Installation of Unit	567	220	39%	567	100%
Electrical: New Residential - Single - 1,000 SF or less	454	156	34%	277	61%
Electrical: New Residential - Single - Each additional 500 square feet or portion thereof	63	28	45%	28	45%
Electrical: New Residential - Single - Limited energy	228	38	17%	112	49%
Electrical: New Residential - Single - Each manufactured home or modular dwelling service of feeder	228	85	37%	112	49%
Electrical: New Multi-Family - Largest unit uses above square feet; each additional unit	454	78	17%	454	100%
Electrical: New Multi-Family - Limited energy, per floor	228	83	36%	228	100%
Electrical: New Multi-Family - Protective signaling, per floor	228	83	36%	228	100%
Electrical: Service or feeders installation; alteration - 200 amps or less	228	104	46%	228	100%
Electrical: Service or feeders installation; alteration - 201 to 400 amps	228	123	54%	228	100%
Electrical: Service or feeders installation; alteration - 401 to 600 amps	228	206	90%	228	100%
Electrical: Service or feeders installation; alteration - 601 to 1,000 amps	341	271	79%	341	100%
Electrical: Service or feeders installation; alteration - Over 1,000 amps or volts	454	622	137%	454	100%
Electrical: Service or feeders installation; alteration - Reconnect only	228	85	37%	228	100%
Electrical: Temporary services or feeders - installation, alteration, or relocation - 200 amps or less	228	100	44%	228	100%
Electrical: Temporary services or feeders - installation, alteration, or relocation - 201 to 400 amps	228	133	58%	228	100%
Electrical: Temporary services or feeders - installation, alteration, or relocation - 401 to 600 amps	341	175	51%	341	100%
Electrical: Temporary services or feeders - installation, alteration, or relocation - 601 to over 1,000 amps	454	301	66%	301	66%
Electrical: Branch circuits: new, alteration, or existing per panel - Fee for branch circuits with purchase of	9	6	58%	9	100%

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Fee Service	Cost of Service	Current Fee	Cost Recovery (%)	Development Services Recommended Fee	Development Services Recommended Cost Recovery (%)
service or feeder, each branch circuit					
Electrical: Branch circuits: new, alteration, or existing per panel - Fee for branch circuits without purchase of service or feeder, first branch circuit	228	70	31%	228	100%
Electrical: Branch circuits: new, alteration, or existing per panel - Fee for branch circuits without purchase of service or feeder, each add'l branch circuit	9	6	58%	9	100%
Electrical: Miscellaneous - Well pump or irrigation system	228	83	36%	228	100%
Electrical: Miscellaneous - Each sign or outside lighting	228	83	36%	228	100%
Electrical: Miscellaneous - Commercial limited energy panel, alteration, or extension	228	83	36%	228	100%
Electrical: Miscellaneous - Septic pump and alarm	228	83	36%	228	100%
Electrical: Miscellaneous - Special inspection	228	106	47%	228	100%
Electrical: Miscellaneous - Ground grid	228	106	47%	228	100%
Electrical: All renewable energy types - 5 KVA or less	228	86	38%	228	100%
Electrical: All renewable energy types - 5.01 to 15 KVA	228	101	44%	228	100%
Electrical: All renewable energy types - 15.01 to 25 KVA	228	169	74%	228	100%
Electrical: For wind generation systems in excess of 25 KVA - 25.01 to 50 KVA	341	221	65%	341	100%
Electrical: For wind generation systems in excess of 25 KVA - 50.01 to 100 KVA	341	508	149%	508	149%
Electrical: For solar generation systems in excess of 25 KVA - First 25 KVA	228	169	74%	228	100%
Electrical: For solar generation systems in excess of 25 KVA - For each KVA > 25	228	169	74%	228	100%
Electrical: Miscellaneous - Each Additional Inspection Above Allowable, per inspection	146	106	73%	146	100%
Electrical: Master permit - Master permit, application	82	114	139%	114	139%
Electrical: Master permit - Master permit, inspection, per hour	112	106	95%	112	100%
Commercial Mechanical - Inspection Outside of Normal Business Hours (per hour)	112	106	95%	112	100%
Commercial Mechanical - Reinspection Fee (per hour)	112	106	95%	112	100%
Commercial Mechanical - Inspection Fees for Which No Fee is Specifically Indicated (per hour)	112	106	95%	112	100%
Commercial Mechanical - Additional Plan Review Required by Changes,	112	106	95%	112	100%

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Fee Service	Cost of Service	Current Fee	Cost Recovery (%)	Development Services Recommended Fee	Development Services Recommended Cost Recovery (%)
Additions, or Revisions to Approved Plans, per hour					
Mechanical - Gas fuel piping outlets	228	4	2%	228	100%
Mechanical - Gas fuel piping outlets > 4	228	1	0%	228	100%
Mechanical - Air conditioning	9	12	130%	12	130%
Mechanical - Air handling unit of up to 10,000 cfm	9	12	130%	12	130%
Mechanical - Air handling unit, 10,001 cfm and over	9	12	130%	12	130%
Mechanical - Attic/crawl space fans	9	8	80%	12	127%
Mechanical - Bath fan (# of fans)	9	6	64%	12	127%
Mechanical - Boiler/compressor/absorption system up to 3 HP or 10,000 BTU	9	8	84%	12	127%
Mechanical - Boiler/compressor/absorption system up to 15 HP or 500,000 BTU	9	15	155%	15	155%
Mechanical - Boiler/compressor/absorption system up to 30 HP or 1,000,000 BTU	9	20	211%	20	211%
Mechanical - Boiler/compressor/absorption system up to 50 HP or 1,750,000 BTU	9	30	317%	30	317%
Mechanical - Boiler/compressor/absorption system over 50 HP or 1,750,000 BTU	9	50	528%	50	528%
Mechanical - BBQ (gas)	9	12	130%	12	130%
Mechanical - Chimney/liner/flue/vent	9	12	130%	12	130%
Mechanical - Clothes dryer exhaust	9	6	64%	12	127%
Mechanical - Fireplace (all types)	9	12	130%	12	130%
Mechanical - Floor furnace, including vent	9	12	130%	12	130%
Mechanical - Furnace, up to 100,000 BTU	9	12	130%	12	130%
Mechanical - Furnace, > 100,000 BTU	9	12	130%	12	130%
Mechanical - Furnace/burner including duct work/vent/liner	9	12	130%	12	130%
Mechanical - Heat pump (electric)	9	12	130%	12	130%
Mechanical - Range or Cook top (gas)	9	12	130%	12	130%
Mechanical - Hood served by mechanical exhaust, including ducts for hood	9	8	90%	12	127%
Mechanical - Hydronic hot water system	9	12	130%	12	130%
Mechanical - Installation or relocation domestic type incinerator	9	12	130%	12	130%
Mechanical - Mini split system	9	12	130%	12	130%
Mechanical - Oil tank/gas/diesel generators	9	12	130%	12	130%
Mechanical - Pool or spa heater, kiln	9	12	130%	12	130%
Mechanical - Radon mitigation	9	12	130%	12	130%
Mechanical - Repair, alteration, or addition to mechanical appliance including installation of controls	9	12	130%	12	130%

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Fee Service	Cost of Service	Current Fee	Cost Recovery (%)	Development Services Recommended Fee	Development Services Recommended Cost Recovery (%)
Mechanical - Suspended heater, recessed wall heater, or floor mounted unit heater	9	12	130%	12	130%
Mechanical - Ventilation fan connected to single duct	9	6	64%	12	127%
Mechanical - Ventilation system not a portion of heating or air-conditioning system authorized by permit	9	12	130%	12	130%
Mechanical - Other heating/cooling	9	12	130%	12	130%
Mechanical - Other fuel appliance	9	12	130%	12	130%
Mechanical - Other environment exhaust/ventilation	9	12	130%	12	130%
Mechanical - Water heater (gas)	9	12	130%	12	130%
Mechanical - Woodstove/ pellet stove	9	12	130%	12	130%
Plumbing - 1 Bathroom House (new construction)	340	411	121%	411	121%
Plumbing - 2 Bathroom House (new construction)	453	535	118%	535	118%
Plumbing - 3 Bathroom House (new construction)	566	708	125%	708	125%
Plumbing - Bathroom (each additional, new construction)	85	97	114%	97	114%
Plumbing - Water service (first 100 feet)	143	47	33%	143	100%
Plumbing - Minor installation (per fixture) including additions and remodels	228	23	10%	112	49%
Plumbing - Sanitary & storm water service each (first 100 feet)	228	47	21%	144	63%
Plumbing - Additional 100' or part thereof (water, sanitary, and sewer)	57	36	64%	57	100%
Plumbing - Special equipment of DWV alteration	228	64	28%	64	28%
Plumbing - Manufactured Dwellings & Prefab - New sanitary and storm sewer	37	47	126%	47	126%
Plumbing - Manufactured Dwellings & Prefab - New water service	37	47	126%	47	126%
Plumbing - Additional 100' or part thereof (water, sanitary, and sewer)	28	36	127%	57	201%
Plumbing - RV & Manufactured Dwelling Parks - Base Fee (includes 5 or less spaces)	341	313	92%	341	100%
Plumbing - RV & Manufactured Dwelling Parks - 6 to 19 spaces	113	53	47%	113	100%
Plumbing - RV & Manufactured Dwelling Parks - 20 or more spaces	113	36	32%	113	100%
Plumbing - RV & Manufactured Dwelling Parks - Structures & storm sewer systems (per fixture)	28	23	81%	28	100%
Plumbing - Commercial, Industrial, and Dwellings Other than 1 & 2 Family - per fixture, except for those listed below	228	23	10%	64	28%
Plumbing - Commercial, Industrial, and Dwellings Other than 1 & 2 Family -	228	64	28%	64	28%

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Fee Service	Cost of Service	Current Fee	Cost Recovery (%)	Development Services Recommended Fee	Development Services Recommended Cost Recovery (%)
Tub / shower					
Plumbing - Commercial, Industrial, and Dwellings Other than 1 & 2 Family - Interceptor / grease trap	228	64	28%	64	28%
Plumbing - Commercial, Industrial, and Dwellings Other than 1 & 2 Family - Water Service (first 100')	228	64	28%	64	28%
Plumbing - Commercial, Industrial, and Dwellings Other than 1 & 2 Family - Building Sanitary Sewer (first 100')	228	64	28%	64	28%
Plumbing - Commercial, Industrial, and Dwellings Other than 1 & 2 Family - Building Storm Sewer (first 100')	228	64	28%	64	28%
Plumbing - Commercial, Industrial, and Dwellings Other than 1 & 2 Family - Add'l 100' or part thereof (water or sewer)	228	36	16%	64	28%
Plumbing - Miscellaneous Fee – Re-inspection	113	106	94%	112	99%
Plumbing - Miscellaneous Fee - Specifically Request Inspection (per hour)	112	106	95%	112	100%
Plumbing - Residential Fire Sprinklers, 1 to 2,000 SF	341	347	102%	347	102%
Plumbing - Residential Fire Sprinklers, 2,001 to 3,600 SF	398	375	94%	398	100%
Plumbing - Residential Fire Sprinklers, 3,601 to 7,200 SF	454	416	92%	454	100%
Plumbing - Residential Fire Sprinklers, >7,200 SF	567	472	83%	567	100%
Plumbing - Fixtures – Absorption Valve	9	23	244%	23	244%
Plumbing - Fixtures – Backflow Preventer	9	23	244%	23	244%
Plumbing - Fixtures – Backwater valve	9	23	244%	23	244%
Plumbing - Fixtures – Catch basin or area drain	9	23	244%	23	244%
Plumbing - Fixtures – Clotheswasher	9	23	244%	23	244%
Plumbing - Fixtures – Dishwasher	9	23	244%	23	244%
Plumbing - Fixtures – Drinking Fountain	9	23	244%	23	244%
Plumbing - Fixtures – Drywell, leach line or trench drain	9	23	244%	23	244%
Plumbing - Fixtures – Ejectors/sump pump	9	23	244%	23	244%
Plumbing - Fixtures – Expansion tank	9	23	244%	23	244%
Plumbing - Fixtures – Fixture cap	9	23	244%	23	244%
Plumbing - Fixtures – Floor drain/floor sink/hub drain	9	23	244%	23	244%
Plumbing - Fixtures – Garbage disposal	9	23	244%	23	244%
Plumbing - Fixtures – Hose bib	9	23	244%	23	244%
Plumbing - Fixtures – Ice maker	9	23	244%	23	244%
Plumbing - Fixtures – Interceptor/grease trap (commercial)	9	64	679%	64	679%
Plumbing - Fixtures – Manholes	9	23	244%	23	244%
Plumbing - Fixtures – Primer	9	23	244%	23	244%

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Fee Service	Cost of Service	Current Fee	Cost Recovery (%)	Development Services Recommended Fee	Development Services Recommended Cost Recovery (%)
Plumbing - Fixtures – Septic abandonment	9	23	244%	23	244%
Plumbing - Fixtures – Sewer cap	9	23	244%	23	244%
Plumbing - Fixtures – Sink/basin/lavatory	9	23	244%	23	244%
Plumbing - Fixtures – Stormwater retention/detention tank/facility	9	23	244%	23	244%
Plumbing - Fixtures - Swimming pool piping	9	23	244%	23	244%
Plumbing - Fixtures - Tub/shower/shower pan	9	64	679%	46	488%
Plumbing - Fixtures – Urinal	9	23	244%	23	244%
Plumbing - Fixtures – Water closet	9	23	244%	23	244%
Plumbing - Fixtures – Water heater	9	23	244%	23	244%
Plumbing - Fixtures –Alternate potable water heating system	9	23	244%	23	244%
Structural - Inspection Outside of Normal Business Hours (per hour)	112	106	95%	112	100%
Structural – Re-inspection Fee for Incomplete Work (per hour)	112	106	95%	112	100%
Structural - Inspection Fees for Which No Fee is Specifically Indicated (per hour)	112	106	95%	112	100%
Structural - Additional Plan Review Required by Changes, Additions, or Revisions to Approved Plans, per hour	112	106	95%	112	100%
Structural - For Use of Outside Consultants for Plan Review and Inspections or Both	112	-	0%	112	100%
Structural - Permit Investigation Fee, per hour	112	106	95%	112	100%
Grade & Fill - Office Plan Review / Field Review Fees, 51 to 100 CY	171	53	31%	171	100%
Grade & Fill - Office Plan Review / Field Review Fees, 101 to 1,000 CY	171	66	39%	171	100%
Grade & Fill - Office Plan Review / Field Review Fees, 1,001 to 10,000 CY	228	79	35%	228	100%
Grade & Fill - Office Plan Review / Field Review Fees, 10,001 to 100,000 CY, each 10,000 CY above prior level	9	79	875%	9	100%
Grade & Fill - Office Plan Review / Field Review Fees, 100,001 to 200,000 CY, each 10,000 CY above prior level	9	331	3653%	9	100%
Grade & Fill - Office Plan Review / Field Review Fees, 200,001 or more CY, each 10,000 CY above prior level	9	482	5323%	9	100%
Grade & Fill - Permit Fees, 50 CY	228	27	12%	228	100%
Grade & Fill - Permit Fees, 51 to 100 CY	113	42	37%	113	100%
Grade & Fill - Permit Fees, 101 to 1,000 CY, each 100 CY above prior level	9	42	467%	9	100%
Grade & Fill - Permit Fees, 1,001 to 10,000 CY, each 1,000 CY above prior	9	222	2451%	9	100%

Fee Service	Cost of Service	Current Fee	Cost Recovery (%)	Development Services Recommended Fee	Development Services Recommended Cost Recovery (%)
level					
Grade & Fill - Permit Fees, 10,001 to 100,000 CY, each 10,000 CY above prior level	9	371	4095%	9	100%
Grade & Fill - Permit Fees, 100,001 to 200,000 CY, each 10,000 CY above prior level	9	1,049	11580%	9	100%
New Fee - Duplicate inspection card	25	-	0%	25	100%
New Fee - Duplicate plans				171	100%

PLANNING FEE SERVICES

Of the 50 planning fees included in study, the Department recommended that three fees are set to full cost recovery, two remain at the current fee level, and the remaining 45 are set to cost recovery levels ranging from 10 percent to 81 percent. The planning fee with the lowest cost recovery rate is Appeals (10%) and the fees with full cost recovery are Temporary Permit Removal Deposit, and the per lot fees for Preliminary and Final Subdivision Plats.

Exhibit 24 details the Department's recommended cost recovery rates for planning fees.

Exhibit 24
Land Development Services Recommended Cost Recovery for Planning Fees

Fee Service	Cost of Service	Current Fee	Cost Recovery (%)	Development Services Recommended Fee	Development Services Recommended Cost Recovery (%)
Building - Planning Release Fee	\$88	\$64	72%	\$64	72%
Administrative Resource Dwelling/Facility	2,784	1,255	45%	1,500	54%
Administrative Resource Dwelling/Facility - Template Test	1,106	106	10%	592	54%
Agricultural Building/Equine Building Exemption (includes septic review fee)	991	260	26%	470	47%
Appeal - Administrative Decision / Planning Commission Decision	2,956	277	9%	300	10%
Code Compliance Investigation Fee	724	113	16%	365	50%
Conditional Use Permit	4,328	1,255	29%	2,316	54%
Comprehensive Plan - Map Amendment	19,039	2,225	12%	3,100	16%
Comprehensive Plan - Text Amendment	19,039	4,312	23%	5,200	27%
Determination of Similar Use	3,709	587	16%	1,872	50%
Development Agreement	2,320	555	24%	1,240	53%
Floodplain Development Permit	1,950	177	9%	983	50%
Floodway Alteration	1,950	349	18%	1,042	53%
Home Occupation - Type 1 Review	2,546	353	14%	950	37%
Home Occupation - Type 2 Review	4,223	1,255	30%	1,800	43%
Lot of Record Verification	2,546	193	8%	650	26%

Fee Service	Cost of Service	Current Fee	Cost Recovery (%)	Development Services Recommended Fee	Development Services Recommended Cost Recovery (%)
Marijuana Operation Permit	3,841	1,255	33%	2,055	54%
Design Review Type 1, \$0 to \$50k	2,989	349	12%	980	33%
Design Review Type 1, Final Site Inspection	832	69	8%	200	24%
Design Review Type 2, \$50k to \$500k	5,663	971	17%	2,850	50%
Design Review Type 2, \$500k to \$1.0M	5,663	2,084	37%	3,030	54%
Design Review Type 2, \$1.01M \$5.0M	5,663	4,175	74%	3,140	55%
Design Review Type 2, \$5.01M+	5,663	8,350	147%	3,140	55%
Design Review Type 2, Final Site Inspection	941	116	12%	350	37%
Non-Conforming Use	2,702	698	26%	1,440	53%
Partition - Preliminary Plat	3,252	1,390	43%	1,741	54%
Partition - Final Plat	655	154	24%	350	53%
Planning Compliance Review / Permit Release / Land Use Compatibility	531	64	12%	250	47%
Pre-App Meeting - W/O Goal Exception	1,110	63	6%	280	25%
Pre-App Meeting - W Goal Exception	1,287	116	9%	325	25%
Property Line Adjustment - With Notice	2,536	555	22%	1,350	53%
Property Line Adjustment - Without Notice	1,152	277	24%	615	53%
Rebuild Letter	487	38	8%	120	25%
Referral of Administrative Action	1,653	277	17%	300	18%
Resource Dwelling Review	2,649	840	32%	1,418	54%
Road Naming	1,670	206	12%	890	53%
Rural Addressing Assignment	664	44	7%	120	18%
Stormwater/Erosion Control Plan (Conceptual Plan by Applicant - Partitions - SF/Duplex)	396	103	26%	210	53%
Stormwater/Erosion Control Plan (Preliminary Plan Certified by Engineer)	703	103	15%	370	53%
Stormwater/Erosion Control Plan (Final Plan Certified by Engineer)	454	103	23%	370	81%
Subdivisions - Preliminary Plat	4,381	1,528	35%	2,345	54%
Subdivisions - Preliminary Plat, plus per lot	93	90	97%	93	100%
Subdivisions - Final Plat	678	153	23%	360	53%
Subdivisions - Final Plat, plus per lot	93	18	19%	93	100%
Temporary Permit	2,085	491	24%	520	25%
Temporary Permit - Renewal	222	277	125%	277	125%
Temporary Permit - Removal Deposit	246	587	238%	246	100%
Variances	3,858	1,255	33%	2,065	54%
Zoning Ordinance - Map Amendment	4,992	2,084	42%	2,600	52%
Zoning Ordinance - Text Amendment	6,017	4,001	66%	3,200	53%

ON-SITE SEWAGE SERVICES

Of the 37 on-site sewage fees included in the study, the Department recommended that fourteen fees are set to full cost recovery, thirteen remain at the current fee level, and nine are set to cost recovery levels ranging from 27 percent to 103 percent. After reviewing the cost of service results, the Department is recommending to consolidate one fee (Authorization Notice – Hardship Renewal, site visit) into the Authorization Notice with Site Visit fee. The on-site sewage fees with the lowest cost

recovery rate are annual reports for holding tanks and alternative treatment technology (27%). The fees with the highest cost recovery are Standard, Disposal Trenches in Saprolite, and Steep Slope permits which are set to current fee levels. Exhibit 25 details the Department's recommended cost recovery rates for On-Site Sewage fees.

Exhibit 25
Land Development Services Recommended Cost Recovery for OSS Fees

Fee Service	Cost of Service	Current Fee	Cost Recovery (%)	Development Services Recommended Fee	Development Services Recommended Cost Recovery (%)
Authorization Notice - No Site Visit	\$368	\$164	45%	\$368	100%
Authorization Notice - Site Visit	743	368	50%	576	78%
Authorization Notice - Hardship Renewal, no site visit	368	76	21%	184	50%
Existing System Evaluation	790	495	63%	790	100%
Existing System Record Review	94	51	54%	75	80%
ATT Annual Report	276	63	23%	75	27%
Holding Tank Annual Report	276	38	14%	75	27%
Inspections - Holding Tank	652	396	61%	396	61%
Inspections - Alternative System Inspection	657	538	82%	538	82%
Inspections - Reinspection Fee	282	100	36%	100	36%
Inspections - Special Field Investigation - per hour	188	77	41%	188	100%
Inspections - Pumper Truck Inspection each truck	138	129	93%	138	100%
Plan Review Fee - Commercial 600 to 1,000 GPD	188	342	182%	188	100%
Plan Review Fee - each 500 GPD above 1,000 up to 2,500	47	57	121%	47	100%
On-Site Sewage - Compliance Investigative, per hour	188	106	56%	188	100%
New Site Evaluation - per lot	713	648	91%	713	100%
Permit - Standard Permit	696	955	137%	955	137%
Permit - Alternative Treatment Tech.	1,494	1,433	96%	1,494	100%
Permit - Capping Fill	1,447	1,433	99%	1,494	103%
Permit - Disposal Trenches in Saprolite	696	955	137%	955	137%
Permit - Gray Water Disposal Sump	693	372	54%	372	54%
Permit - Holding Tank Installation	834	664	80%	664	80%
Permit - Pressure Distribution	1,494	1,433	96%	1,494	100%
Permit - Redundant	1,494	1,433	96%	1,494	100%
Permit - Sand Filter	1,775	1,433	81%	1,494	84%
Permit - Steep Slope	696	955	137%	955	137%
Permit - Tile Dewatering	1,494	1,433	96%	1,494	100%
Minor Repair	555	290	52%	290	52%
Major Repair	1,403	623	44%	955	68%
Minor Alteration	555	261	47%	261	47%
Major Alteration	1,403	935	67%	1,403	100%
Pump or Dosing Siphon Fee	47	57	121%	57	121%
Tank Abandonment Fee	91	63	69%	63	69%
Permit Renewal, Reinstatement, or Transfer - No Site Visit	136	159	117%	159	117%
Permit Renewal, Reinstatement, or Transfer - Site Visit	417	501	120%	417	100%
New - Site Evaluation Confirmation	547	-	0%	396	72%

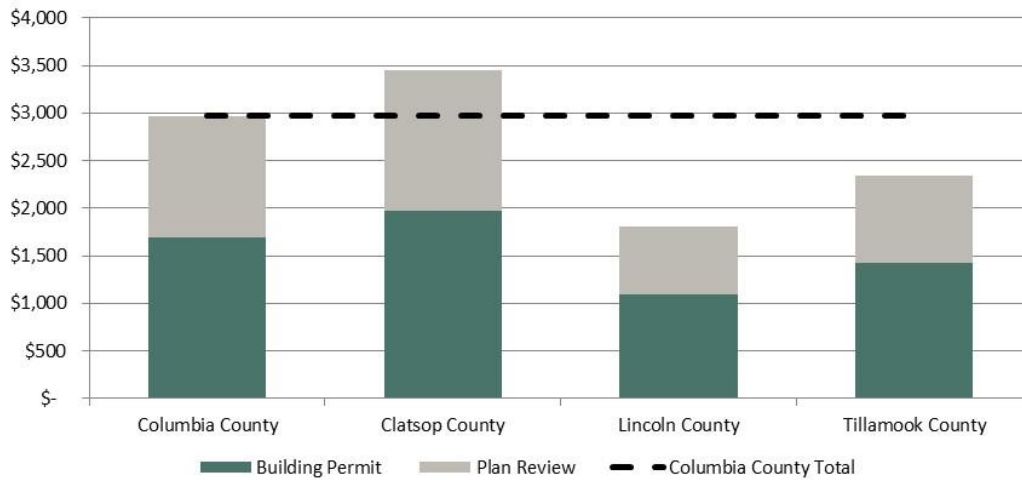
SECTION IV. FEE SURVEY

To help evaluate its fees, the County's development fees were compared to other jurisdictions to assess how high or low its fees are relative to neighboring or similar jurisdictions. Based on input from County staff, fees were compared with Clatsop County, Lincoln County, and Tillamook County. It should be noted that only the fee schedules were used, and further research might be needed to determine whether the jurisdiction is fully recovering its costs or has policies that allow less than full cost recovery. For building fees, comparisons were made by identifying the average valuation of a typical project and analyzing only the plan review and building permit fees. A sample of the planning fees and on-site sewage fees were compared with the other jurisdictions.

BUILDING PERMIT FEES

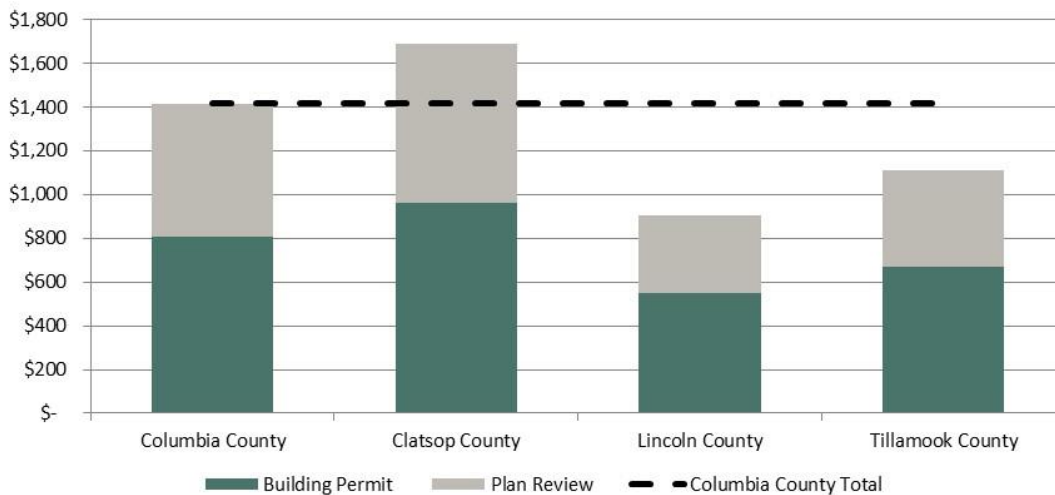
Building permit fees were estimated based on each County's building fee schedule, construction costs for residential projects from the 2015 International Building Code (\$113.85 per ft²), and the average square feet of recent residential projects in Columbia County (2,382 ft² for new construction and 800 ft² for additions to existing dwellings). The analysis only compares the plan review and building permit fees and does not include the mechanical, plumbing, and electrical fees. The permit cost for a new single-family residential home in the County is estimated at \$2,970 including \$1,697 in building permit fees and \$1,273 in plan review fees. This estimate does not include the 12 percent state surcharge for building permits. Columbia County's building permit fees are less than those assessed in Clatsop County (\$3,449) and more than Lincoln (\$1,813) and Tillamook (\$2,343) counties. Exhibit 26 compares the estimated building permit fees for a new single-family residential home for the four counties.

Exhibit 26
Building Fees for Single Family Homes
New Single Family Residential Valued at \$271,191



Total County permit costs for an addition to a single-family dwelling are estimated at \$1,417, \$810 in building permit fees and \$607 in plan review fees. Total permit fees for a similar project in Clatsop County, Lincoln County, and Tillamook County are estimated at \$1,688, \$906, and \$1,108 respectively. Exhibit 27 compares the permit fees for an addition to a single-family home across the four counties.

Exhibit 27
Building Fees for Single-Family Home Additions
Addition to Single-Family Dwelling Valued at \$91,080



OTHER FEE COMPARISONS

The Department provided a list of building, planning, and on-site sewage fees to compare to surrounding jurisdictions including conditional use permits, property line adjustments, and lot

evaluations. Exhibit 28 compares the County's permit fees with the fees assessed by Clatsop, Lincoln, and Tillamook counties. Not all fees charged by the County have identical services in the surrounding counties. In these instances, similar fees have been included for comparison with descriptions of the service.

Generally, the fees assessed by the Department for development services are about the same as fees charged by other Counties for similar services. The Department's conditional use permit fee (\$1,255) is higher than fees charged in Clatsop and Lincoln counties and lower than Tillamook County. Electrical fees assessed by the Department for residential permits are higher than Lincoln County and lower than Clatsop and Tillamook counties. Permit fees for an on-site sewage lot evaluation are similar to the surrounding counties.

Exhibit 28
Comparison of Building, Planning, and On-Site Sewage Fees

Permit Type	Columbia County	Clatsop County	Lincoln County	Tillamook County
Population (2016)	50,795	38,225	47,735	25,920
Planning				
Conditional Use Permit	\$1,255	Type II: \$658 Type IIa or III: \$919	\$925	Planned Unit Developments or Condominiums: \$2,456 Aggregate Sites: \$1,842 Nonfarm or Nonforest: \$1,637 Other CUPs reviewed by Planning Commission: \$1,637 Other CUPS reviewed by Planning Division: \$983 An \$106 Public Works fee is added to each permit
Land Partition	Preliminary Plat: \$1,390 Final Plat: \$154	\$441	\$425	Involving creation of road: \$1,479 + \$409 for Final Plat Not involving creation of a road: \$409
Design Reviews	Based on valuation Up to \$50,000: \$349 \$50,001 to \$500,000: \$971 \$500,001 to \$1,000,000: \$2,084 \$1,000,001 to \$5,000,000: \$4,175 Over \$5,000,000: \$8,350	Review Use (Minor): \$658 Review Use (Major): \$864		Non-conforming minor review: \$737 + \$106 public works fee Non-conforming major review: \$983 + \$106 public works fee
Property Line Adjustment	With notice: \$555 Without notice: \$277	\$163	\$275	\$409
Building				
Base Electrical Permits	New residential: \$156 for first 1,000 ft ² + \$28 for	New residential: \$201 for first 1,000 ft ² + \$56 for	New residential: \$150 for first 1,000 ft ² + \$25 for	New residential: \$174 for first 1,000 ft ² + \$31 for

Permit Type	Columbia County	Clatsop County	Lincoln County	Tillamook County
	each additional 500 ft ² Services or feeders: 200 amps or less: \$104 201 to 400 amps: \$123 401 to 600 amps: \$206 601 to 1,000 amps: \$271 >1,000 amps: \$622 Plan review fee is 25% of electrical fee	each additional 500 ft ² Services or feeders: 200 amps or less: \$121 201 to 400 amps: \$160 401 to 600 amps: \$240 601 to 1,000 amps: \$360 >1,000 amps: \$674 Plan review fee is 35% of electrical fee	each additional 500 ft ² Services or feeders: 200 amps or less: \$75 201 to 400 amps: \$85 401 to 600 amps: \$135 601 to 1,000 amps: \$170 >1,000 amps: \$450 Plan review fee is 25% of electrical fee	each additional 500 ft ² Services or feeders: 200 amps or less: \$103 201 to 400 amps: \$123 401 to 600 amps: \$205 601 to 1,000 amps: \$267 >1,000 amps: \$621 Plan review fee is 25% of electrical fee
On-Site Sewage				
Lot Evaluations	\$748 Fee includes \$100 state DEQ surcharge	Residential: \$710 Commercial: First 1,000 gpd: \$710 1,001 to 1,500 gpd: \$890 1,501 to 2,000 gpd: \$1,072 2,000 to 2,500 gpd: \$1,254 An additional \$100 DEQ fee is assessed to all listed fees.	\$1,000	\$697
System Construction Permits	\$1,055 (Standard); commercial projects include plan review fee of \$342 for units designed at 600 to 1,000 gpd plus \$57 for each 500 gpd up to 2,500 Fees include \$100 state DEQ surcharge	Residential: \$1,048 (Standard) + \$100 state DEQ surcharge Commercial (Standard): First 1,000 gpd: \$1,048 1,001 to 1,500 gpd: \$1,146 1,501 to 2,000 gpd: \$1,245 2,000 to 2,500 gpd: \$1,345 An additional \$100 DEQ fee is assessed to all listed commercial fees.	\$1,290 (Standard)	\$835 (Standard) \$872 with pump

APPENDIX A – FY 2017 TIME ESTIMATING FORMS

ATTACHMENT 1

Columbia County, Oregon
April 2018

Development Fee Study
page A-2

Time Estimation Form

Name		Title	
Department		Division	

Annual Regular Labor

FTE	1.00	<i>Work Week x 52 Weeks</i>	Annual Hours	2,080
Work Week	40.00			

Full-time staff are an FTE of 1.00; half-time staff are an FTE of 0.50, etc.

Plus: Annual Overtime

Estimate overtime hours, only if it is paid time, and only if it is regular/predictable.

+	Annual Hours	
---	--------------	--

Total Annual Labor

= Regular + Overtime Hours

=	Annual Hours	2,080
---	--------------	-------

Less: Annual Leave

Holidays, estimated vacation, comp time, estimated sick leave, and any other regular leave.

Holidays	# of Days	11	Annual Hours	88
Personal Days	# of Days	2	Annual Hours	16
Sick Leave			Annual Hours	96
Vacation Leave	Yrs Employed	19	Annual Hours	168

Total Annual Leave

-	Annual Hours	368
---	--------------	-----

Total Available Work Hours

=	Annual Hours	1,712
---	--------------	-------

Less: Annual Indirect Support for Development Services:

Work associated with private development but not on a specific application, permit, or client.

a. Public Information & Customer Svc

Providing general information and assistance (e.g., "counter" time).

-	Annual Hours	
---	--------------	--

b. Training & Certification

Sustaining or increasing professional credentials.

-	Annual Hours	
---	--------------	--

c. General Administration & Mgt

General office tasks, supervision, departmental management, etc.

-	Annual Hours	
---	--------------	--

d. Breaks

No

Calculated as two 15-minute breaks per day
If breaks apply to your job, choose "yes" in box above

-	Annual Hours	0
---	--------------	---

d. Other:

Please specify

-	Annual Hours	
---	--------------	--

**Net Annual Labor Related to Individual Projects/
Permits/Other Direct Services**

= Total Annual Labor - Leave - Non Development Services - Indirect Support Services

=	Annual Hours	1,712
---	--------------	-------

ATTACHMENT 1

Columbia County, Oregon
April 2018

Development Fee Study
page A-3

Distribution of Project or Permit Related Labor

Enter the percent of time or annual labor hours spent on each of the direct services listed below.

Note that you enter the hours under the department to which the activity/fee is related. (E.g. a building inspector who performs inspections on Land Use permits would place time under "Land Use".)

Percentage entries should total 100%.

Annual hour entries should total Net Annual Labor Related to Individual Projects/Permits from Functional Labor Estimate.

Building

	% of Labor	-OR-	Annual Hours
Plan Review			-
Building Permits			-
Plumbing Permits			-
Mechanical Permits			-
Electrical Permits			-
Grade and Fill Permits			-
City of Rainier Plan Review and Inspections			-
Other Cities Plan Review			-
Non-Fee Building Services			-
			-
			-

Land Use

Current Planning			-
Long Range Planning			-
Other Non-Development Services			-
			-
			-

On-Site Sewage

On-Site Sewage Fee Services			-
Non-Fee On-Site Sewage Services			-
			-
			-

Other Activities

Code Enforcement			-
Other: Please List			-
			-
			-
			-
			-
Total			-

APPENDIX B – FY 2017 EMPLOYEE TIME ESTIMATES

Building LABOR HOURS		Total	Suzanne Dahl - Building Inspector/Plans Examiner	Rod Hansen - Building Official	Mike Smith - Building Inspector II	Wally Stein - Plans Examiner III	Linda Wheeler- Crain - Permit Technician
Labor Breakdown	Annual Regular Labor	8,840	1,040	1,950	1,950	1,950	1,950
	Annual Overtime	480		200	100	156	24
	Annual Labor	9,320	1,040	2,150	2,050	2,106	1,974
	Annual Leave	1,279		337	284	284	374
Total Available Work Hours		8,042	1,040	1,814	1,766	1,822	1,600
Indirect Activities	General Administration & Management	1,478		613	630	134	100
	Public Information & Customer Service	970	300	150	60	260	200
	Training & Certification	111	16	24	16	40	15
		0					
Net Annual Labor Related to Direct Services		5,483	724	1,026	1,060	1,388	1,285
Direct Fee Time Categories for Building	Plan Review	1,328	253	103		972	0
	Building Permits	1,804	434	308	604	111	347
	Plumbing Permits	194	0	103	53	0	39
	Mechanical Permits	312	0	103	53	28	129
	Electrical Permits	725	0	257	212	0	257
	Grade and Fill Permits	115	0	31	32	14	39
	City of Rainier Plan Review and Inspections	327	29	123	106	69	
	Other Cities Plan Review	35	7			28	
	Current Planning	64					64
	On-Site Sewage Fee Services	129					129
	LastBuilding	0					
Direct Non-Fee Time Categories for Building	Code Enforcement	64					64
	Other Non-Development Services	0					
	Solid Waste Transfer Station Billing	154					154
	Surface Mining Program	64					64
	Long Range Planning	0					
	Non-Fee Building Services	167				167	
	Non-Fee On-Site Sewage Services	0					
LastBuilding	0						
Total Direct Hours		5,483	724	1,026	1,060	1,388	1,285
Total Indirect Hours		2,559	316	787	706	434	315
Total Direct Hours - Fee Services		5,034	724	1,026	1,060	1,222	1,002
Total Direct Hours - Direct Non-Fee Time Categories		449	-	-	-	167	283
Grand Total		8,042	1,040	1,814	1,766	1,822	1,600

Planning LABOR HOURS		Total	Ginger Davidson - Planner 2	Glen Higgins - Planning Manager	Debbie Jacob - Planner 2	Hayden Richardson - Planner 1	Kay Clay - Planning Secretary
	Annual Regular Labor	8,892	962	2,080	1,950	1,950	1,950
	Annual Overtime	24					24
	Annual Labor	8,916	962	2,080	1,950	1,950	1,974
	Annual Leave	1,372	50	392	308	285	337
Total Available Work Hours		7,545	912	1,688	1,642	1,665	1,638
Indirect Activities	General Administration & Management	1,174	50	800	80	144	100
	Public Information & Customer Service	2,359	300	300	759	700	300
	Training & Certification	20					20
		0					
Net Annual Labor Related to Direct Services		3,992	562	588	803	821	1,218
Direct Fee Time Categories for Planning	Plan Review	127	17	29	40	41	
	Building Permits	367	17	29	80	82	158
	Plumbing Permits	24	0				24
	Mechanical Permits	122	0				122
	Electrical Permits	122	0				122
	Grade and Fill Permits	58	17			41	
	City of Rainier Plan Review and Inspections	0					
	Other Cities Plan Review	0					
	Current Planning	2,792	478	470	619	616	609
	On-Site Sewage Fee Services	183					183
		0					
		0					
	LastPlanning	0					
Direct Non-Fee Time Categories for Planning	Code Enforcement	52	11			41	
	Other Non-Development Services	24			24		
	Solid Waste Transfer Station Billing	0					
	Surface Mining Program	0					
	Long Range Planning	121	22	59	40		
	Non-Fee Building Services	0					
	Non-Fee On-Site Sewage Services	0					
		0					
	LastPlanning	0					
Total Direct Hours		3,992	562	588	803	821	1,218
Total Indirect Hours		3,553	350	1,100	839	844	420
Total Direct Hours - Fee Services		3,794	528	529	739	780	1,218
Total Direct Hours - Direct Non-Fee Time Categories		198	34	59	64	41	-
Grand Total		7,545	912	1,688	1,642	1,665	1,638

On-site Sewage LABOR HOURS		Total	Erin O'Connell - ESS II	Larry Olander - ESS I
	Annual Regular Labor	2,769	1,950	819
	Annual Overtime	0		
	Annual Labor	2,769	1,950	819
	Annual Leave	306	306	
Total Available Work Hours		2,463	1,644	819
Indirect Activities	General Administration & Management	311	259	52
	Public Information & Customer Service	652	600	52
	Training & Certification	40	40	
		0		
		0		
Net Annual Labor Related to Direct Services		1,460	745	715
Direct Fee Time Categories for On-site Sewage	Plan Review	104	104	
	Building Permits	0		
	Plumbing Permits	0		
	Mechanical Permits	0		
	Electrical Permits	0		
	Grade and Fill Permits	0		
	City of Rainier Plan Review and Inspections	0		
	Other Cities Plan Review	0		
	Current Planning	104	104	
	On-Site Sewage Fee Services	1,192	477	715
		0		
	LastOn-site Sewage	0		
Direct Non-Fee Time Categories for On-site Sewage	Code Enforcement	60	60	
	Other Non-Development Services	0		
	Solid Waste Transfer Station Billing	0		
	Surface Mining Program	0		
	Long Range Planning	0		
	Non-Fee Building Services	0		
	Non-Fee On-Site Sewage Services	0		
		0		
	LastOn-site Sewage	0		
Total Direct Hours		1,460	745	715
Total Indirect Hours		1003	899	104
Total Direct Hours - Fee Services		1,400	685	715
Total Direct Hours - Direct Non-Fee Time Categories		60	60	0
Grand Total		2463	1644	819

Administration LABOR HOURS		Total	Todd Dugdale - Director of LDS	Jackie Welter - Office Manager	Alicia Lawler - Office Specialist
	Annual Regular Labor	4,986	2,080	1,950	956
	Annual Overtime	52		52	
	Annual Labor	5,038	2,080	2,002	956
	Annual Leave	804	392	368	44
Total Available Work Hours		4,233	1,688	1,634	911
Indirect Activities	General Administration & Management	1,700	1,100	450	150
	Public Information & Customer Service	1,000	100	300	600
	Training & Certification	81	50	20	11
		0			
		0			
Net Annual Labor Related to Direct Services		1,452	438	864	150
Direct Fee Time Categories for Administration	Plan Review	0			
	Building Permits	436		346	90
	Plumbing Permits	30		26	5
	Mechanical Permits	134		130	5
	Electrical Permits	239		216	23
	Grade and Fill Permits	12		9	3
	City of Rainier Plan Review and Inspections	0		0	
	Other Cities Plan Review	9		9	
	Current Planning	412	394		18
	On-Site Sewage Fee Services	8			8
		0			
	LastAdministration	0			
Direct Non-Fee Time Categories for Administration	Code Enforcement	22	22		
	Other Non-Development Services	9		9	
	Solid Waste Transfer Station Billing	0			
	Surface Mining Program	0			
	Long Range Planning	22	22		
	Non-Fee Building Services	9		9	
	Non-Fee On-Site Sewage Services	112		112	
		0			
	LastAdministration	0			
Total Direct Hours		1,452	438	864	150
Total Indirect Hours		2,781	1,250	770	761
Total Direct Hours - Fee Services		1,279	394	734	150
Total Direct Hours - Direct Non-Fee Time Categories		173	44	130	0
Grand Total		4,233	1,688	1,634	911

Code Enforcement LABOR HOURS		Total	Robert Crain - Code Enforcement Officer
	Annual Regular Labor	1,950	1,950
	Annual Overtime	0	
	Annual Labor	1,950	1,950
	Annual Leave	337	337
Total Available Work Hours		1,614	1,614
Indirect Activities	General Administration & Management	101	101
	Public Information & Customer Service	300	300
	Training & Certification	0	
		0	
Net Annual Labor Related to Direct Services		1,213	1,213
Direct Fee Time Categories for Code Enforcement	Plan Review	0	
	Building Permits	0	
	Plumbing Permits	0	
	Mechanical Permits	0	
	Electrical Permits	0	
	Grade and Fill Permits	0	
	City of Rainier Plan Review and Inspections	0	
	Other Cities Plan Review	0	
	Current Planning	0	
	On-Site Sewage Fee Services	0	
		0	
		0	
	LastCode Enforcement	0	
Direct Non-Fee Time Categories for Code Enforcement	Code Compliance	1,213	1,213
	Other Non-Development Services	0	
	Solid Waste Transfer Station Billing	0	
	Surface Mining Program	0	
	Long Range Planning	0	
	Non-Fee Building Services	0	
	Non-Fee On-Site Sewage Services	0	
		0	
	LastCode Enforcement	0	
Total Direct Hours		1,213	1,213
Total Indirect Hours		401	401
Total Direct Hours - Fee Services		0	-
Total Direct Hours - Direct Non-Fee Time Categories		1,213	1,213
Grand Total		1,614	1,614

APPENDIX C – PERMIT PROCESSING TIMES

Fee Services for Building	Permit Processing Time (in hours)
Miscellaneous Fees - Extension Request	0.67
Miscellaneous Fees - Temporary Storage of Mobile Home	1.66
Miscellaneous Fees - Change of Use / Change of Occupancy	1.66
Miscellaneous Fees - Temporary Occupancy	1.33
Miscellaneous Fees - Roofing Permit (residential)	1.66
Miscellaneous Fees - Demolition of Residential Structure	2.16
Miscellaneous Fees - Temporary While Building	1.16
Miscellaneous Fees - Refund Processing Fee	0.75
Manufactured Dwelling Installation Fees - State Code Development	0.00
Manufactured Dwelling Installation Fees - Manufactured home installation	5.66
Manufactured Dwelling Installation Fees - New or Relocated Septic & Storm Sewer	0.33
Manufactured Dwelling Installation Fees - New or Relocated Water Service	0.33
Manufactured Dwelling Installation Fees - Connection to Drain, Sewer, & Water	0.50
Movable Commercial Installation - Installation of Unit	5.16
Movable Commercial Installation - Connection to Water Service	0.33
Movable Commercial Installation - Connection to Sewer or Holding Tank	0.33
Movable Commercial Installation - Plan Review	0.33
Electrical: Miscellaneous - Plan Review Fee	0.00
Electrical: New Residential - Single - 1,000 SF or less	4.16
Electrical: New Residential - Single - Each additional 500 square feet or portion thereof	0.50
Electrical: New Residential - Single - Limited energy	2.16
Electrical: New Residential - Single - Each manufactured home or modular dwelling service of feeder	2.16
Electrical: New Multi-Family - Largest unit uses above square feet; each additional unit	4.16
Electrical: New Multi-Family - Limited energy, per floor	2.16
Electrical: New Multi-Family - Protective signaling, per floor	2.16
Electrical: Service or feeders installation; alteration - 200 amps or less	2.16
Electrical: Service or feeders installation; alteration - 201 to 400 amps	2.16
Electrical: Service or feeders installation; alteration - 401 to 600 amps	2.16
Electrical: Service or feeders installation; alteration - 601 to 1,000 amps	3.16
Electrical: Service or feeders installation; alteration - Over 1,000 amps or volts	4.16
Electrical: Service or feeders installation; alteration - Reconnect only	2.16
Electrical: Temporary services or feeders - installation, alteration, or relocation - 200 amps or less	2.16
Electrical: Temporary services or feeders - installation, alteration, or relocation - 201 to 400 amps	2.16
Electrical: Temporary services or feeders - installation, alteration, or relocation - 401 to 600 amps	3.16
Electrical: Temporary services or feeders - installation, alteration, or relocation - 601 to over 1,000 amps	4.16
Electrical: Branch circuits: new, alteration, or existing per panel - Fee for branch circuits with purchase of service or feeder, each branch circuit	0.08
Electrical: Branch circuits: new, alteration, or existing per panel - Fee for branch circuits without purchase of service or feeder, first branch circuit	2.16
Electrical: Branch circuits: new, alteration, or existing per panel - Fee for branch circuits without purchase of service or feeder, each add'l branch circuit	0.08
Electrical: Miscellaneous - Well pump or irrigation system	2.16
Electrical: Miscellaneous - Each sign or outside lighting	2.16
Electrical: Miscellaneous - Commercial limited energy panel, alteration, or extension	2.16
Electrical: Miscellaneous - Septic pump and alarm	2.16
Electrical: Miscellaneous - Special inspection	2.16
Electrical: Miscellaneous - Ground grid	2.16
Electrical: All renewable energy types - 5 KVA or less	2.16
Electrical: All renewable energy types - 5.01 to 15 KVA	2.16
Electrical: All renewable energy types - 15.01 to 25 KVA	2.16
Electrical: For wind generation systems in excess of 25 KVA - 25.01 to 50 KVA	3.16
Electrical: For wind generation systems in excess of 25 KVA - 50.01 to 100 KVA	3.16
Electrical: For wind generation systems in excess of 25 KVA - > 100 KVA, calculated as per required service/feeders and branch circuits	3.16
Electrical: For solar generation systems in excess of 25 KVA - First 25 KVA	2.16
Electrical: For solar generation systems in excess of 25 KVA - For each KVA > 25	2.16

Fee Services for Building	Permit Processing Time (in hours)
Electrical: Miscellaneous - Each Additional Inspection Above Allowable, per inspection	1.33
Electrical: Master permit - Master permit, application	0.83
Electrical: Master permit - Master permit, inspection, per hour	0.00
Commercial Mechanical - Inspection Outside of Normal Business Hours (per hour)	0.00
Commercial Mechanical - Reinspection Fee (per hour)	0.00
Commercial Mechanical - Inspection Fees for Which No Fee is Specifically Indicated (per hour)	0.00
Commercial Mechanical - Additional Plan Review Required by Changes, Additions, or Revisions to Approved Plans, per hour	0.00
Mechanical - Gas fuel piping outlets	2.16
Mechanical - Gas fuel piping outlets > 4	2.16
Mechanical - Air conditioning	0.08
Mechanical - Air handling unit of up to 10,000 cfm	0.08
Mechanical - Air handling unit, 10,001 cfm and over	0.08
Mechanical - Attic/crawl space fans	0.08
Mechanical - Bath fan (# of fans)	0.08
Mechanical - Boiler/compressor/absorption system up to 3 HP or 10,000 BTU	0.08
Mechanical - Boiler/compressor/absorption system up to 15 HP or 500,000 BTU	0.08
Mechanical - Boiler/compressor/absorption system up to 30 HP or 1,000,000 BTU	0.08
Mechanical - Boiler/compressor/absorption system up to 50 HP or 1,750,000 BTU	0.08
Mechanical - Boiler/compressor/absorption system over 50 HP or 1,750,000 BTU	0.08
Mechanical - BBQ (gas)	0.08
Mechanical - Chimney/liner/flue/vent	0.08
Mechanical - Clothes dryer exhaust	0.08
Mechanical - Fireplace (all types)	0.08
Mechanical - Floor furnace, including vent	0.08
Mechanical - Furnace, up to 100,000 BTU	0.08
Mechanical - Furnace, > 100,000 BTU	0.08
Mechanical - Furnace/burner including duct work/vent/liner	0.08
Mechanical - Heat pump (electric)	0.08
Mechanical - Range or Cook top (gas)	0.08
Mechanical - Hood served by mechanical exhaust, including ducts for hood	0.08
Mechanical - Hydronic hot water system	0.08
Mechanical - Installation or relocation domestic type incinerator	0.08
Mechanical - Mini split system	0.08
Mechanical - Oil tank/gas/diesel generators	0.08
Mechanical - Pool or spa heater, kiln	0.08
Mechanical - Radon mitigation	0.08
Mechanical - Repair, alteration, or addition to mechanical appliance including installation of controls	0.08
Mechanical - Suspended heater, recessed wall heater, or floor mounted unit heater	0.08
Mechanical - Ventilation fan connected to single duct	0.08
Mechanical - Ventilation system not a portion of heating or air-conditioning system authorized by permit	0.08
Mechanical - Other heating/cooling	0.08
Mechanical - Other fuel appliance	0.08
Mechanical - Other environment exhaust/ventilation	0.08
Mechanical - Water heater (gas)	0.08
Mechanical - Woodstove/ pellet stove	0.08
Plumbing - 1 Bathroom House (new construction)	3.00
Plumbing - 2 Bathroom House (new construction)	4.00
Plumbing - 3 Bathroom House (new construction)	5.00
Plumbing - Bathroom (each additional, new construction)	0.75
Plumbing - Water service (first 100 feet)	1.41
Plumbing - Minor installation (per fixture) including additions and remodels	2.16
Plumbing - Sanitary & storm water service each (first 100 feet)	2.16
Plumbing - Additional 100' or part thereof (water, sanitary, and sewer)	0.50
Plumbing - Special equipment of DWV alteration	2.16

Fee Services for Building	Permit Processing Time (in hours)
Plumbing - Manufactured Dwellings & Prefab - Connection to Existing, Drain, Sewer & Water (initial install)	0.50
Plumbing - Manufactured Dwellings & Prefab - New sanitary and storm sewer	0.33
Plumbing - Manufactured Dwellings & Prefab - New water service	0.33
Plumbing - Additional 100' or part thereof (water, sanitary, and sewer)	0.25
Plumbing - RV & Manufactured Dwelling Parks - Base Fee (includes 5 or less spaces)	3.16
Plumbing - RV & Manufactured Dwelling Parks - 6 to 19 spaces	1.00
Plumbing - RV & Manufactured Dwelling Parks - 20 or more spaces	1.00
Plumbing - RV & Manufactured Dwelling Parks - Structures & storm sewer systems (per fixture)	0.25
Plumbing - Commercial, Industrial, and Dwellings Other than 1 & 2 Family - per fixture, except for those listed below	2.16
Plumbing - Commercial, Industrial, and Dwellings Other than 1 & 2 Family - Tub / shower	2.16
Plumbing - Commercial, Industrial, and Dwellings Other than 1 & 2 Family - Interceptor / grease trap	2.16
Plumbing - Commercial, Industrial, and Dwellings Other than 1 & 2 Family - Water Service (first 100')	2.16
Plumbing - Commercial, Industrial, and Dwellings Other than 1 & 2 Family - Building Sanitary Sewer (first 100')	2.16
Plumbing - Commercial, Industrial, and Dwellings Other than 1 & 2 Family - Building Storm Sewer (first 100')	2.16
Plumbing - Commercial, Industrial, and Dwellings Other than 1 & 2 Family - Add'l 100' or part thereof (water or sewer)	2.16
Plumbing - Miscellaneous Fee – Re-inspection	1.00
Plumbing - Miscellaneous Fee - Specifically Request Inspection (per hour)	0.00
Plumbing - Residential Fire Sprinklers, 1 to 2,000 SF	3.16
Plumbing - Residential Fire Sprinklers, 2,001 to 3,600 SF	3.66
Plumbing - Residential Fire Sprinklers, 3,601 to 7,200 SF	4.16
Plumbing - Residential Fire Sprinklers, >7,200 SF	5.16
Plumbing - Fixtures – Absorption Valve	0.08
Plumbing - Fixtures – Backflow Preventer	0.08
Plumbing - Fixtures – Backwater valve	0.08
Plumbing - Fixtures – Catch basin or area drain	0.08
Plumbing - Fixtures – Clotheswasher	0.08
Plumbing - Fixtures – Dishwasher	0.08
Plumbing - Fixtures – Drinking Fountain	0.08
Plumbing - Fixtures – Drywell, leach line or trench drain	0.08
Plumbing - Fixtures – Ejectors/sump pump	0.08
Plumbing - Fixtures – Expansion tank	0.08
Plumbing - Fixtures – Fixture cap	0.08
Plumbing - Fixtures – Floor drain/floor sink/hub drain	0.08
Plumbing - Fixtures – Garbage disposal	0.08
Plumbing - Fixtures – Hose bib	0.08
Plumbing - Fixtures – Ice maker	0.08
Plumbing - Fixtures – Interceptor/grease trap (commercial)	0.08
Plumbing - Fixtures – Manholes	0.08
Plumbing - Fixtures – Primer	0.08
Plumbing - Fixtures – Septic abandonment	0.08
Plumbing - Fixtures – Sewer cap	0.08
Plumbing - Fixtures – Sink/basin/lavatory	0.08
Plumbing - Fixtures – Stormwater retention/detention tank/facility	0.08
Plumbing - Fixtures - Swimming pool piping	0.08
Plumbing - Fixtures - Tub/shower/shower pan	0.08
Plumbing - Fixtures – Urinal	0.08
Plumbing - Fixtures – Water closet	0.08
Plumbing - Fixtures – Water heater	0.08
Plumbing - Fixtures –Alternate potable water heating system	0.08
Structural - Inspection Outside of Normal Business Hours (per hour)	0.00
Structural – Re-inspection Fee for Incomplete Work (per hour)	0.00
Structural - Inspection Fees for Which No Fee is Specifically Indicated (per hour)	0.00
Structural - Additional Plan Review Required by Changes, Additions, or Revisions to Approved Plans, per hour	0.00
Structural - For Use of Outside Consultants for Plan Review and Inspections or Both	0.00
Structural - Demolition permits, use valuations for building and plan review fees	1.16

Fee Services for Building	Permit Processing Time (in hours)
Structural - Swimming Pools, Spas, Hot Tubs, Use Valuation for Building and Plan Review Fees	0.00
Structural - Permit Investigation Fee, per hour	0.00
Grade & Fill - Office Plan Review / Field Review Fees, 51 to 100 CY	1.66
Grade & Fill - Office Plan Review / Field Review Fees, 101 to 1,000 CY	1.66
Grade & Fill - Office Plan Review / Field Review Fees, 1,001 to 10,000 CY	2.16
Grade & Fill - Office Plan Review / Field Review Fees, 10,001 to 100,000 CY, each 10,000 CY above prior level	0.08
Grade & Fill - Office Plan Review / Field Review Fees, 100,001 to 200,000 CY, each 10,000 CY above prior level	0.08
Grade & Fill - Office Plan Review / Field Review Fees, 200,001 or more CY, each 10,000 CY above prior level	0.08
Grade & Fill - Permit Fees, 50 CY	2.16
Grade & Fill - Permit Fees, 51 to 100 CY	1.00
Grade & Fill - Permit Fees, 101 to 1,000 CY, each 100 CY above prior level	0.08
Grade & Fill - Permit Fees, 1,001 to 10,000 CY, each 1,000 CY above prior level	0.08
Grade & Fill - Permit Fees, 10,001 to 100,000 CY, each 10,000 CY above prior level	0.08
Grade & Fill - Permit Fees, 100,001 to 200,000 CY, each 10,000 CY above prior level	0.08
New Fee - Duplicate inspection card	0.25
New Fee - Duplicate plans	1.66

Fee Services for Planning	Permit Processing Time (in hours)
Building - Planning Release Fee	0.50
Administrative Resource Dwelling/Facility	15.50
Administrative Resource Dwelling/Facility - Template Test	6.25
Agricultural Building/Equine Building Exemption (includes septic review fee)	5.25
Appeal - Administrative Decision / Planning Commission Decision	15.75
Code Compliance Investigation Fee	6.25
Conditional Use Permit	23.50
Comprehensive Plan - Map Amendment	94.75
Comprehensive Plan - Text Amendment	94.75
Determination of Similar Use	20.00
Development Agreement	12.00
Extension Request	0.00
Floodplain Development Permit	9.75
Floodway Alteration	9.75
Home Occupation - Type 1 Review	13.75
Home Occupation - Type 2 Review	22.75
Lot of Record Verification	13.75
Marijuana Operation Permit	20.75
Design Review Type 1, \$0 to \$50k	16.25
Design Review Type 1, Final Site Inspection	4.33
Design Review Type 2, \$50k to \$500k	30.25
Design Review Type 2, \$500k to \$1.0M	30.25
Design Review Type 2, \$1.01M \$5.0M	30.25
Design Review Type 2, \$5.01M+	30.25
Design Review Type 2, Final Site Inspection	5.00
Non-Conforming Use	14.75
Partition - Preliminary Plat	17.75
Partition - Final Plat	3.50
Planning Compliance Review / Permit Release / Land Use Compatibility	3.00
Pre-App Meeting - W/O Goal Exception	6.50
Pre-App Meeting - W Goal Exception	7.50
Property Line Adjustment - With Notice	13.75
Property Line Adjustment - Without Notice	6.25
Rebuild Letter	2.75
Referral of Administrative Action	8.90
Resource Dwelling Review	14.50
Road Naming	9.00
Rural Addressing Assignment	3.75
Stormwater/Erosion Control Plan (Conceptual Plan by Applicant - Partitions - SF/Duplex)	2.00
Stormwater/Erosion Control Plan (Preliminary Plan Certified by Engineer)	3.50
Stormwater/Erosion Control Plan (Final Plan Certified by Engineer)	2.25
Subdivisions - Preliminary Plat	23.50
Subdivisions - Preliminary Plat, plus per lot	0.50
Subdivisions - Final Plat	3.50
Subdivisions - Final Plat, plus per lot	0.50
Temporary Permit	11.50
Temporary Permit - Renewal	1.25
Temporary Permit - Removal Deposit	4.00
Variances	21.00
Zoning Ordinance - Map Amendment	27.25
Zoning Ordinance - Text Amendment	32.25

Fee Services for On-Site Sewage	Permit Processing Time (in hours)
Authorization Notice - No Site Visit	2.00
Authorization Notice - Site Visit	4.00
Authorization Notice - Hardship Renewal, no site visit	2.00
Authorization Notice - Hardship Renewal, site visit	4.00
Existing System Evaluation	4.25
Existing System Record Review	0.50
ATT Annual Report	1.50
Holding Tank Annual Report	1.50
Inspections - Holding Tank	3.50
Inspections - Alternative System Inspection	3.50
Inspections - Re-inspection Fee	1.50
Inspections - Special Field Investigation - per hour	1.00
Inspections - Pumper Truck Inspection each truck	0.75
Plan Review Fee - Commercial 600 to 1,000 GPD	1.00
Plan Review Fee - each 500 GPD above 1,000 upto 2,500	0.25
On-Site Sewage - Compliance Investigative, per hour	1.00
New Site Evaluation - per lot	4.25
Permit - Standard Permit	3.75
Permit - Alternative Treatment Tech.	8.00
Permit - Capping Fill	7.75
Permit - Disposal Trenches in Saprolite	3.75
Permit - Gray Water Disposal Sump	3.75
Permit - Holding Tank Installation	4.50
Permit - Pressure Distribution	8.00
Permit - Redundant	8.00
Permit - Sand Filter	9.50
Permit - Steep Slope	3.75
Permit - Tile Dewatering	8.00
Minor Repair	3.00
Major Repair	7.75
Minor Alteration	3.00
Major Alteration	7.75
Pump or Dosing Siphon Fee	0.25
Tank Abandonment Fee	0.50
Permit Renewal, Reinstatement, or Transfer - No Site Visit	0.75
Permit Renewal, Reinstatement, or Transfer - Site Visit	2.25
New - Site Evaluation Confirmation	3.25

COLUMBIA COUNTY LAND DEVELOPMENT SERVICES

ATTACHMENT 2

Land Use Fee Schedule

Effective: July 1, 2018

Columbia County Board of Commissioners ♦ Board Order No. ♦ Adopted:

FEE DESCRIPTION	Existing	Cost of Service	New
Administrative Resource Dwelling/Facility	1255	2784	1500
Template Test	106	1106	592
Agricultural/Equine Building Exemption (includes septic review fee)	260	991	470
Appeal: Administrative Decision	277	2956	250
Appeal: Planning Commission Decision	277	2956	500
Code Compliance Investigation Fee <small>Applied to Land Use Application required to correct a confirmed Land Use Code violation.</small>	113	724	365
Conditional Use Permit	1255	4328	2316
Comprehensive Plan:			
Map Amendment	2225	19039	3100
Text Amendment	4312	19039	5200
Design Review			
Type 1 - Administrative Review			
\$0 - \$50,000 (valuation)	349	2989	980
Final Site Inspection	69	832	200
Type 2 - Planning Commission Review			
\$0 - \$100,000 (valuation)	627		1920
\$100,001 - \$500,000	971	5663	2850
\$500,001 - \$1,000,000	2084	5663	3030
\$1,000,001 - \$5,000,000	4175	5663	3140
\$5,000,001+	8350	5663	3140
Final Site Inspection	116	941	350
Determination of Similar Use	587	3709	1872
Development Agreement	555	2320	1240
Extension Request	25% of Original		25% of Original
Floodplain Development Permit	177	1950	983
Floodway Alteration	349	1950	1042
Home Occupation - Type 1 Review	353	2546	950
Home Occupation - Type 2 Review	1255	4223	1800
Lot of Record Verification	193	2546	650
Marijuana Operation Permit	1255	3841	2055

Modification of Prior Approval	80% of Original		80% of Original
Non-Conforming Use	698	2702	1440
Partition Preliminary Plat	1390	3252	1741
Final Plat	154	655	350
Planning Compliance Review /Land Use Compatibility	\$64	\$531	\$250
Pre-app Meeting			
W/O Goal Exception	63	1110	280
W Goal Exception	116	1287	325
Property Line Adjustment			
With Notice	555	2536	1350
Without Notice	277	1152	615
Septic Development Review	51	94	75
Rebuild Letter	38	487	120
Referral of Administrative Action	277	1653	300
Resource Dwelling Review	840	2649	1418
Road Naming	206	1670	890
Rural Addressing Assignment	44	664	120
Stormwater/Erosion Control Plan Conceptual Plan by Applicant (Partitions-SF/Duplex)	103	396	210
Preliminary Plan Certified by Engineer (As Required by Ord.)	103	703	370
Final Plat Certified by Engineer (As Required by Ord.)	103	454	370
Subdivisions			
Preliminary Plat	1528	4381	2345
Plus per lot	90	93	93
Final Plat	153	678	360
Plus per lot	18	93	93
Temporary Permit	491	2085	521
Renewal	277	222	277
Removal Deposit	587	246	246
Variances	1255	3858	2065
Zoning Ordinance			
Map Amendment	2084	4992	2600
Text Amendment	4001	6017	4200
Permit Release	64	531	64

COLUMBIA COUNTY ON-SITE SEWAGE PROGRAM
PROPOSED FEE SCHEDULE - RESIDENTIAL¹ (Revised 6/15/18) ATTACHMENT 2
Effective: July 1, 2018

FEE TYPE	OLD FEES	COST OF SERVICE	NEW FEES	FEE TYPE	OLD FEES	COST OF SERVICE	NEW FEES	
LOT EVALUATIONS								
New Site Evaluation-per lot	\$748	\$813	\$813	TANK ABANDONMENT FEE	\$63	\$91	\$63	
Site Evaluation Confirmation ²	+++	\$647	\$396	PERMIT RENEWAL, REINSTATEMENT OR TRANSFER				
PERMITS								
				No Site-Visit	\$259	\$236	\$259	
Standard	\$1,055	\$796	\$1,055	Site-Visit	\$601	\$517	\$517	
Alternative Treatment Tech.	\$1,533	\$1594	\$1,594	AUTHORIZATION NOTICE (AN)				
Capping Fill	\$1,533	\$1,594	\$1,594	No Site-Visit	\$264	\$468	\$468	
Disposal Trenches in Saprolite	\$1,055	\$796	\$1,055	Site-Visit (required for all systems over 10 yrs.)	\$468	\$843	\$676	
Gray Water Disposal Sump	\$472	\$793	\$472	Hardship Renewal - No Site-Visit	\$176	\$468	\$284	
Holding Tank Installation	\$764	\$934	\$764	Hardship Renewal - Site-Visit	\$384	+++	+++	
Pressure Distribution	\$1,533	\$1594	\$1,594	EXISTING SYSTEM REVIEW	\$595	\$890	\$890	
Redundant _____	\$1,533	\$1594	\$1,594	EXISTING SYSTEM RECORD REVIEW ⁵	\$51	\$94	\$75	
Sand Filter	\$1,533	\$1,875	\$1,875	ATT ANNUAL REPORT	\$63	\$276	\$75	
Steep Slope	\$1,055	\$796	\$1,055	HOLDING TANK ANNUAL REPORT	\$38	\$276	\$75	
Tile Dewatering	\$1,533	\$1594	\$1,594	INSPECTIONS				
REPAIRS _____								
				Holding Tank System Inspection	\$396	\$652	\$396	
Minor Repair	\$390	\$655	\$390	Alternative System Inspection	\$538	\$657	\$538	
Major Repair	\$723	\$1,503	\$1,055	Reinspection Fee ³	\$100	\$282	\$100	
ALTERATION								
				Special Field Investigation - Per hour ⁴	\$77	\$188	\$188	
Minor Alteration	\$361	\$655	\$390	Pumper Truck inspection - Each truck	\$129	\$138	\$138	
Major Alteration	\$1,035	\$1,503	\$1,503	COMPLIANCE INVESTIGATIVE*	\$106	\$188	\$188	
NOTE: FOR ALL COMMERCIAL PROJECTS, THE FOLLOWING ADDITIONAL FEES ARE APPLICABLE								
PLAN REVIEW FEE:					Commercial : 600-1,000 gpd	\$342	\$188	\$188
					- each 500 gpd above 1,000 up to 2,500	\$57	\$47	\$47

¹ \$100 DEQ Surcharge (increase from \$40 to \$60 effective July 1, 2008) is included in each fee unless otherwise noted. Fees are NON-REFUNDABLE, unless the applicant withdraws the application before any field work or other substantial review of the application has been done. DEQ surcharge fees are **not** refundable.

² This is for additional work required on existing site evaluation to amend approval. New application not required

⁵ For onsite sign off of an existing system in conjunction with a proposed accessory structure, exterior addition (no bedrooms), partitioning, PLA, or other special requested record review process.

³ At the discretion of the Agent, the permittee may be assessed a reinspection fee (no surcharge fee) when a Pre-Cover Inspection Correction Notice requires correction of improper construction and, at a subsequent inspection, the Agent finds system construction deficiencies have not been corrected. The Agent may elect not to make further Pre-Cover inspections until the re-inspection fee is paid. **1st time \$100; 2nd Time \$250.

⁴ Minimum of 1 hour will be charged. After the 1st hour, fees will be prorated in 15 min. increments.
 *This fee cannot be waived. 2 hour minimum.

Columbia County Land Development Services

Courthouse, 230 Strand

St. Helens, OR 97051

PHONE (503) 397-1501 FAX (503) 366-3902

ATTACHMENT 2

PROPOSED PLUMBING PERMIT FEES

Effective: July 1, 2018

The following fees shall be charged a 12% state surcharge:	OLD FEES	COST OF SERVICE	NEW FEES
1 & 2 Family Dwellings (new construction includes first 100' of site utilities)			
A. 1 bathroom house (new construction)	\$411	\$340	\$411
B. 2 bathroom house (new construction)	535	453	535
C. 3 bathroom house (new construction)	708	566	708
D. Each additional bathroom (new construction)	97	85	97
Site Utilities			
A. New or relocated water service (first 100 feet)	\$ 47	\$143	\$110
B. New or relocated sanitary & storm water service each (first 100 feet)	47	228	110
C. Additional 100' or part thereof (water, sanitary & storm sewer)	36	57	57
D. Manufactured Dwelling initial connection: Drain, sewer & water	47 ea	37 ea	110
RV and Manufactured dwelling Parks			
A. Base fee (includes 5 or less spaces)	\$313	\$341	\$341
B. 6-19 spaces (base fee plus cost per space)	53	113	113
C. 20 or more spaces (base fee plus cost per space)	36	113	113
D. Structures & storm sewer systems (per fixture)	23	28	28
Commercial, Industrial and Dwellings other than 1 & 2 Family			
A. Per fixture only (see fixture fee below)	\$ 23	\$228	\$ 64
B. Tub/shower	64		64
C. Interceptor/grease trap	64	228	64
D. Water service (first 100 feet)	64	228	110
E. Building sanitary sewer (first 100 feet)	64	228	110
F. Building storm sewer (first 100 feet)	64	228	110
G. Additional 100' or part thereof (water or sewer)	36	228	64
H. Medical Gas	based on Valuation		
I. Medical Gas plan review	35% of Fee		
Residential/Commercial Plumbing Fixtures			
Special equipment or DWV alteration	\$ 64	\$228	\$ 64
Absorption valve	23	9	30
Backflow preventer	23	9	30
Backwater valve	23	9	30

	ATTACHMENT 2		
Catch basin or area drain	23	9	30
Clothes washer	23	9	30
Dishwasher	23	9	30
Drywell, leach line or trench drain	23	9	30
Ejectors/sump pump	23	9	30
Expansion tank	23	9	30
Fixture cap	23	9	30
Floor drain/floor sink/hub drain	23	9	30
Garbage disposal	23	9	30
Hose bib	23	9	30
Ice maker	23	9	30
Interceptor/grease trap (commercial)	64	9	30
Manholes	23	9	30
Primer	23	9	30
Septic abandonment	23	9	30
Sewer Cap	23	9	30
Sink/basin/lavatory	23	9	30
Stormwater retention/detention tank/facility	23	9	30
Swimming pool piping	23	9	30
Tub/shower/shower pan	23	9	30
urinal	23	9	30
Water closet	23	9	30
Water heater	23	9	30
Other - plumbing	23	9	30
Alternate potable water heating system	23	9	30
Miscellaneous Fees			
A. Reinspection	\$106	\$112	\$112
B. Specially requested inspection (per hour)	106	112	112
Residential Fire Sprinklers - 13D Multipurpose or Continuous Loop Fire Suppression			
1-2,000 sq. ft.	\$347	\$341	\$347
2,001 - 3,600 sq. ft.	375	398	398
3,601 - 7,200 sq. ft.	416	454	454
7,201 sq. ft. and greater	472	567	567

Effective: January 1, 2017 Code Compliance Investigation Fee - ~~\$106.00~~ **\$112.00** per hour (2 hour minimum)
Columbia county Board of Commissioners ♦ Board Order No. 62-2016 ♦ Adopted: October 19, 2016

Columbia County Land Development Services

ATTACHMENT 2

230 Strand, St. Helens, OR 97051
PHONE (503) 397-1501 FAX (503) 366-3902

PROPOSED STRUCTURAL PERMIT FEES

New Fees Effective: July 1, 2018

Old Fee Proposed Fee

The following fees subject to 12% State Surcharge....

\$112.00

There is a MINIMUM structural permit fee of **\$106.00**

Total Valuation:

\$1.00 to \$2,000.....	\$112.00
\$1.00 to \$2,000.....	\$106.00
\$2,001 to \$4,000.....	\$112.00 for first \$2,000, plus \$3.64 for ea. additional \$1,000, or fraction thereof
\$2,001 to \$4,000.....	\$106.00 for first \$2,000, plus \$3.49 for ea. Additional \$1,000 or fraction thereof
\$4,001 to \$7,000.....	\$119.28 for first \$4,000, plus \$12.48 for ea. additional \$1,000, or fraction thereof
\$4,001 to \$7,000.....	\$112.98 for first \$4,000, plus \$11.98 for ea. Additional \$1,000, or fraction thereof
\$7,001 to \$25,000.....	\$156.72 for the first \$7,000, plus \$11.64 for each additional \$1,000 or fraction thereof, to and including \$25,000
\$7,001 to \$25,000.....	\$148.92 for the first \$7,000, plus \$11.17 for each additional \$1,000 or fraction thereof, to and including \$25,000
\$25,001 to \$50,000	\$366.24 for the first \$25,000, plus \$9.14 each additional \$1,000 or fraction thereof, to and including \$50,000
\$25,001 to \$50,000	\$349.98 for the first \$25,000, plus \$8.77 for each additional \$1,000 or fraction thereof, to and including \$50,000
\$50,001 to \$100,000	\$594.74 for the first \$50,000, plus \$6.10 for each additional \$1,000 or fraction thereof, to and including \$100,000
\$50,001 to \$100,000	\$569.23 for the first \$50,000, plus \$5.85 for each additional \$1,000 or fraction thereof, to and including \$100,000
\$100,001 and up	\$899.74 for the first \$100,000, plus \$5.08 for each additional \$1,000 or fraction thereof.
\$100,001 and up	\$861.73 for the first \$100,000, plus \$4.88 for each additional \$1,000 or fraction thereof.

RESIDENTIAL FIRE SUPPRESSION - 13R Standalone Systems (includes plan review)	OLD FEES	COST OF SERVICE	NEW FEES
1 - 2,000 sq. ft.	\$347	\$341	\$347
2,001 - 3,600 sq. ft.	375	398	398
3,601 - 7,200 sq. ft.	416	454	454
7,201 sq. ft. and greater	472	567	567
Solar Permits			
Prescriptive Photovoltaic: All other installations in compliance with section 305.4 of the Oregon Solar Installation Specialty Code; includes plan review	\$148.50		\$155

Other Inspections and Fees			
1. Inspection outside of normal business hours (minimum charge - 2 hours)	\$106	\$112	\$112
2. Reinspection fees for incomplete work (minimum charge - 1 hour)	106	112	112
3. Inspections for which no fee is specifically indicate (minimum charge - 1 hour)	106	112	112
4. Plan review fee	75% of structural permit fee		
5. Additional plan review required by changes, additions or revisions to approved plans (minimum ½ hour)	106	112	112
6. Deferred submittals - 75% of valuation of deferred part of work; minimum fee applies. This is in addition to total project plan review fee.	106		112
7. For use of outside consultants for plan review and inspections, or both - per hour** (Actual hourly cost)			
8. Fire life safety plan review (if required)	40% of permit fee		
9. Phased construction - \$150.00 application fee. In addition, the plan review fee will be increased in an amount equal to 10% of permit fee calculated using the value of the particular phase of the project, not to exceed additional \$1,500. per phase.			
10. Commercial demolition permits, use valuation for building and plan review fees, minimum fee.	106		112
11. Swimming pools, spas and hot tubs, use valuation for building and plan review fees. Minimum fees apply.			
12. Permit investigation fee (per HB 2978)	106		112
13. Duplicate plans			171

Effective: January 1, 2017 - Code Compliance Investigation Fee - ~~\$106.00~~ **\$112.00** per hour (2 hr. min.)
Columbia County Board of Commissioners ♦ Board Order No. 62-2016 ♦ Adopted: 10/19/16

** The total cost to the jurisdiction. This cost shall include supervision, overhead, hourly wages and fringe benefits of the employee(s) involved. Actual costs shall include administrative and overhead costs.

Columbia County Land Development Services

ATTACHMENT 2

230 Strand, St. Helens, OR 97051
PHONE (503) 397-1501 FAX (503) 366-3902

PROPOSED COMMERCIAL MECHANICAL PERMIT FEES

New Fees Effective: July 1, 2018

Old Fee Proposed Fee

The following fees subject to 12% State Surcharge....

\$112.00

There is a MINIMUM structural permit fee of ~~\$106.00~~

Total Valuation:

\$1.00 to \$2,000.....	\$112.00
\$1.00 to \$2,000.....	\$106.00
\$2,001 to \$4,000.....	\$112.00 for first \$2,000, plus \$3.64 for ea. additional \$1,000, or fraction thereof
\$2,001 to \$4,000.....	\$106.00 for first \$2,000, plus \$3.49 for ea. Additional \$1,000 or fraction thereof
\$4,001 to \$7,000.....	\$119.28 for first \$4,000, plus \$12.48 for ea. additional \$1,000, or fraction thereof
\$4,001 to \$7,000.....	\$112.98 for first \$4,000, plus \$11.98 for ea. Additional \$1,000, or fraction thereof
\$7,001 to \$25,000.....	\$156.72 for the first \$7,000, plus \$11.64 for each additional \$1,000 or fraction thereof, to and including \$25,000
\$7,001 to \$25,000.....	\$148.92 for the first \$7,000, plus \$11.17 for each additional \$1,000 or fraction thereof, to and including \$25,000
\$25,001 to \$50,000	\$366.24 for the first \$25,000, plus \$9.14 each additional \$1,000 or fraction thereof, to and including \$50,000
\$25,001 to \$50,000	\$349.98 for the first \$25,000, plus \$8.77 for each additional \$1,000 or fraction thereof, to and including \$50,000
\$50,001 to \$100,000	\$594.74 for the first \$50,000, plus \$6.10 for each additional \$1,000 or fraction thereof, to and including \$100,000
\$50,001 to \$100,000	\$569.23 for the first \$50,000, plus \$5.85 for each additional \$1,000 or fraction thereof, to and including \$100,000
\$100,001 and up	\$899.74 for the first \$100,000, plus \$5.08 for each additional \$1,000 or fraction thereof.
\$100,001 and up	\$861.73 for the first \$100,000, plus \$4.88 for each additional \$1,000 or fraction thereof.

Other Inspections and Fees:	OLD FEES	COST OF SERVICE	NEW FEES
1. Inspection outside of normal business hours (minimum charge - 2 hours)	\$106	\$112	\$112
2. Reinspection fees	106	112	112
3. Inspections for which no fee is specifically indicated	106	112	112
4. Plan review fee	35% of permit fee		
5. Additional plan review required by changes, additions or revisions to approved plans per hour	106	112	112

Effective: January 1, 2017 - Code Compliance Investigation Fee - ~~\$406.00~~ **\$112.00** per hour (2 hr. min.)
Columbia County Board of Commissioners ♦ Board Order No. 62-2016 ♦ Adopted: 10/19/16

** The total cost to the jurisdiction. This cost shall include supervision, overhead, hourly wages and fringe benefits of the employee(s) involved. Actual costs shall include administrative and overhead costs.

PROPOSED MISCELLANEOUS FEES
Effective: July 1, 2018

Building Valuation Data - Residential*

Single Family dwellings	\$118.45 / sq. ft.
Basements (finished & unfinished)	\$118.45 / sq. ft.
Garages (wood or steel frame)	\$ 47.80 / sq. ft.
Carports	\$ 23.90 / sq. ft.
Pole Buildings (with or without concrete floor)	\$ 23.90 / sq. ft.
Decks (permit needed if deck, no matter of size, is 30" above grade at any place)	\$ 23.90 / sq. ft.
Covered	\$ 23.90 / sq. ft.
Covered Patio Awning	\$ 23.90 / sq. ft.
Covered Porch (concrete)	\$ 23.90 / sq. ft.
Fences (permit needed if fence is over 7' high)	by Valuation

* Building valuation date is determined by using the most recent published valuation data published by the International Code Council (ICC)

MISCELLANEOUS FEES	OLD FEES	COST OF SERVICE	NEW FEES
Temporary Storage of Mobile Home (\$112. + 12% + \$64.)	\$182.72	\$178	\$182.72
Temporary Commercial job shack (\$220. + 12% + \$64.) <i>This valid for 6 month ONLY</i>			310.40
Change of Use / Change of Occupancy (\$112. + 12% + \$64.)	182.72	178	182.72
Extension Request	51	71	71
Temporary Occupancy	117	146	146
Roofing Permit (Residential) * (\$150. + 12%)	118.72	178	168
** Required when replacing the sheathing or other structural members, to determine new loads imposed on roof. If just the shingles are being replaced, no permit is needed. There can be no more than 2 layers of shingles.			
Roofing Permit (Commercial) - <i>Permit required for commercial, based on valuation</i>			
Demolition of Commercial Structure - <i>Fee based on structural fee schedule</i>			
Demolition of Residential Structure (\$200. + 12%)	170	228	224
Agricultural Building / Equine Building Exemption	260	991	470
Temporary While Building	106	122	122
Refund Processing Fee	16	74	32
Area Development Permit for New Camps and Parks			
The Area Development Fee is to be calculated based on the valuations shown in Table 2 of OAR918-600-00300 for Manufactured Dwelling/Mobile Home Parks and Table 2 of AR 918-650-0030 for Recreational Park & Organizational Camp Valuation Table, and then applying the valuation amount to the valuation fee table in the Building Permit fee Table.			
◆ Plan Review Fee is 65% of total permit fee			
◆ State Surcharge as required by the State			

Effective: January 1, 2017 Code Compliance Investigation Fee - ~~\$106.00~~ **\$112.00** per hour (2 hour minimum)
 Columbia county Board of Commissioners ◆ Board Order No. 62-2016 ◆ Adopted: October 19, 2016

Columbia County Land Development Services

Courthouse, 230 Strand

St. Helens, OR 97051

PHONE (503) 397-1501 FAX (503) 366-3902

PROPOSED
PRE-MANUFACTURED COMMERCIAL INSTALLATION
PERMIT FEES

Effective: July 1, 2018

FEE DESCRIPTION	OLD FEES	COST OF SERVICE	NEW FEES
Planning Release	\$ 64	\$531	\$ 64
The following fees shall be charged a 12% State surcharge:			
Installation of unit (If existing - Includes 1 st 100' water, sewer, storm; runners/slab)	\$220	\$624	\$567
New or relocated septic & storm sewer & connection	47	37	110
New or relocated water service & connection	47	37	110
Each additional 100' or part thereof (water, sewer, storm)	36	57	57
Plan review **	48		48

** Plans for anchoring are required

** Ramps, decks, stairs require commercial plan review & structural permit

Effective: January 1, 2017 Code Compliance Investigation Fee - ~~\$106.00~~ **\$112.00** per hour (2 hour minimum)

Columbia county Board of Commissioners ♦ Board Order No. 62-2016 ♦ Adopted: October 19, 2016

Columbia County Land Development Services

Courthouse, 230 Strand

St. Helens, OR 97051

PHONE (503) 397-1501 FAX (503) 366-3902

PROPOSED**MANUFACTURED DWELLING INSTALLATION PERMIT FEES**

Effective: July 1, 2018

	OLD FEES	COST OF SERVICE	NEW FEES
Planning Release	\$ 64	\$531	\$ 64
State Code Development	\$ 30		\$ 30
The following fees shall be charged a 12% State surcharge:			
Manufactured Home Installation (Replacement dwelling - Includes 1 st 100' water, sewer, storm; runners/slab)	\$285	\$624	\$567
New or relocated septic & storm sewer & connection	47	37	110
New or relocated water service & connection	47	37	110
Each additional 100' or part thereof (water, sewer, storm)	36	57	57

Runners or a slab are not required by Oregon law. You may site a manufactured dwelling on a pad of gravel with pier blocks, in accordance with the Oregon Manufactured dwelling Standards for installation.

Effective: January 1, 2017 Code Compliance Investigation Fee - ~~\$106.00~~ **\$112.00** per hour (2 hour minimum)
Columbia county Board of Commissioners ♦ Board Order No. 62-2016 ♦ Adopted: October 19, 2016

Columbia County Land Development Services

Courthouse, 230 Strand
St. Helens, OR 97051

PHONE (503) 397-1501 FAX (503) 366-3902

ATTACHMENT 2

PROPOSED MECHANICAL PERMIT FEES

Effective: July 1, 2018

	OLD FEES	COST OF SERVICE	NEW FEES
Gas fuel piping outlets.....\$4.42 for first 4, \$1.10 ea. Add'l 1			
Appliance Fees: <i>(Electrical appliances may require electrical permit.)</i>			
Air Conditioning	\$12.22	\$9.00	\$12.50
Air Handling Unit of up to 10,000 cfm	\$12.22	\$9.00	\$12.50
Air Handling Unit 10,001 cfm and over	\$12.22	\$9.00	\$12.50
Attic/crawl space fans	\$7.56	\$9.00	\$12.50
Bath Fan (# of fans:_____)	\$5.99 ea.	\$9.00	\$12.50
Boiler/compressor/absorption system up to 3 HP or 100,000 BTU	\$7.96	\$9.00	\$12.50
Boiler/compressor/absorption system up to 15 HP or 500,000 BTU	\$14.60	\$9.00	\$12.50
Boiler/compressor/absorption system up to 30 HP or 1,000,000 BTU	\$19.91	\$9.00	\$12.50
Boiler/compressor/absorption system up to 50 HP or 1,750,000 BTU	\$29.86	\$9.00	\$12.50
Boiler/compressor/absorption system over 50 HP or 1,750,000 BTU	\$49.77	\$9.00	\$12.50
BBQ (gas)	\$12.22	\$9.00	\$12.50
Chimney/liner/flue/vent	\$12.22	\$9.00	\$12.50
*Clothes dryer exhaust	\$5.00	\$9.00	\$12.50
Fireplace (all types)	\$12.22	\$9.00	\$12.50
Floor furnace, including vent	\$12.22	\$9.00	\$12.50
Furnace - up to 100,000 BTU	\$12.22	\$9.00	\$12.50
Furnace - greater than 100,000 BTU	\$12.22	\$9.00	\$12.50
Furnace/burner including duct work/vent/liner	\$12.22	\$9.00	\$12.50
Heat Pump (electric)	\$12.22	\$9.00	\$12.50
*Range or Cook Top (gas)	\$12.22	\$9.00	\$12.50
Hood served by mechanical exhaust, including ducts for hood	\$12.22	\$9.00	\$12.50
Hydronic hot water system	\$12.22	\$9.00	\$12.50
Installation or relocation domestic-type incinerator	\$12.22	\$9.00	\$12.50
Mini split system	\$12.22	\$9.00	\$12.50
Oil tank/gas/diesel generators	\$12.22	\$9.00	\$12.50
Pool or spa heater, kiln	\$12.22	\$9.00	\$12.50
Radon mitigation	\$12.22	\$9.00	\$12.50
Repair, alt., or add. to mechanical appliance including installation of controls	\$12.22	\$9.00	\$12.50
Suspended heater, recessed wall heater, or floor mounted unit heater	\$12.22	\$9.00	\$12.50

Ventilation fan connected to single duct	\$5.99	\$9.00	\$12.50
Ventilation system not a portion of heating or air-conditioning system authorized by permit..(vacuum system)	\$12.22	\$9.00	\$12.50
Other heating/cooling	\$12.22	\$9.00	\$12.50
Other fuel appliance	\$12.22	\$9.00	\$12.50
Other environment exhaust/ventilation	\$12.22	\$9.00	\$12.50
** Water Heater (gas)	\$12.22	\$9.00	\$12.50
Woodstove/pellet stove	\$12.22	\$9.00	\$12.50

\$112.00

\$112.00

If the above fees total less than \$106.00, a minimum fee of \$106.00 applies.

Effective: January 1, 2017 Code Compliance Investigation Fee - ~~\$106.00~~ **\$112.00** per hour (**2 hour minimum**)
 Columbia county Board of Commissioners ♦ Board Order No. 62-2016 ♦ Adopted: October 19, 2016

Unless otherwise noted, fees apply to both gas and electric appliances and include piping.

State 12% Surcharge (*applies to all of above*).....\$ _____

Plan Review Fee 35% of permit fee (*if required*).....\$ _____

TOTAL FEES	\$ _____
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*Mechanical permit not required to install electric dryer or electric range/cook top.

**Mechanical permit not required to install electric water heater, but a plumbing permit is required for gas and electric water heaters.

PROPOSED ELECTRICAL PERMIT FEES (Revised 6/15/18)
Effective July 1, 2018

1	New residential - Single or multifamily per unit dwelling unit. Service included:	Old Fees	Cost of Service	New Fees
	1,000 square feet or less	\$156	\$454	\$277
	Each additional 500 sq. ft. or portion thereof	\$28	\$63	\$35
	Limited energy	\$38	\$228	\$112
	Each manufactured home or modular dwelling service or feeder	\$85	\$228	\$146
2	Services or feeders - Installation, alteration:			
	200 amps or less	\$104	\$228	\$228
	201 amps to 400 amps	\$123	\$228	\$228
	401 amps to 600 amps	\$206	\$228	\$228
	601 amps to over 1,000 amps see services & feeders above	\$271	\$341	\$341
	Over 1,000 amps or volts	\$622	\$454	\$454
	Reconnect	\$85	\$228	\$146
3	Temporary services or feeders - Installation, alteration or relocation:			
	200 amps or less	\$100	\$228	\$228
	201 amps to 400 amps	\$133	\$228	\$228
	401 amps to 600 amps	\$175	\$341	\$341
	601 amps to over 1,000 amps see services & feeders above	\$301	\$454	\$360
4	Branch circuits: New, alteration or extension per panel:			
a	The fee for branch circuits with purchase of service/feeder - each circuit	\$5.50	\$9	\$9
b	The fee for branch circuits without purchase of service/feeder - each circuit	\$70	\$228	\$146
	Each additional branch circuit	\$5.50	\$9	\$9
5	Miscellaneous (service or feeder not included):			
	Well pump or irrigation system	\$83	\$228	\$100
	Each sign or outside lighting	\$83	\$228	\$100
	Commercial limited energy panel, alteration or extension	\$83	\$228	\$228
	Septic pump and alarm	\$83	\$228	\$100
	Special inspection	\$106	\$228	\$228
	Ground grid	\$106	\$228	\$228

	All Renewable Energy Types			
	5 KVA or Less	\$86	\$228	\$228
	5.01 to 15 KVA	\$101	\$228	\$228
	15.01 to 25 KVA	\$169	\$228	\$228
	For Wind Generation Systems in excess of 25 KVA:			
	25.01 to 50 KVA	\$221	\$341	\$341
	50.01 to 100 KVA	\$508	\$341	\$508
	Greater than 100 KVA - Calculated as per required service/feeders & branch circuits			
6	Ea. add'l inspection over the allowable in any of the above, per inspection	\$106	\$146	\$146
	Master Permit Application	\$114	\$82	\$114
	Master Permit Inspection, per hour	\$106	\$112	\$112

25% plan Review Fee (if required)

12% State Surcharge is NOT included in above fees

Columbia County Land Development Services

230 Strand, St. Helens, OR 97051
Phone (503) 397-1501 FAX (503) 366-3902

GRADE & FILL PERMIT FEES

Effective: July 1, 2018

OFFICE PLAN REVIEW / FIELD REVIEW FEES

50 cubic yards or less	No Fee	
51 to 100 cubic yards	\$52.84 (old fee)	\$ 171.00 ..Cost of Service / New Fee
101 to 1,000 cubic yards	66.05 (old fee)	171.00 ..Cost of Service / New Fee
1,001 to 10,000 cubic yards*	79.26 (old fee)	228.00 ..Cost of Service / New Fee
10,001 to 100,000 cubic yards	\$228.00 \$79.26 for the first 10,000 cubic yards, plus \$27.95 for each additional 10,000 cubic yards or fraction thereof.	\$9.00 ..Cost of Service / New Fee
100,001 to 200,000 cubic yards	\$318.00 \$330.84 for the first 100,000 cubic yards, plus \$15.12 for each additional 10,000 cubic yards or fraction thereof.	\$9.00 ..Cost of Service / New Fee
200,001 cubic yards or more	\$408.00 \$482.04 for the first 200,000 cubic yards, plus \$8.27 for each additional 10,000 cubic yards or fraction thereof.	\$9.00 ..Cost of Service / New Fee

**Plans must be engineered if over 5,000 cubic yards*

PERMIT FEES

50 cubic yards	\$26.78	\$228.00 ..Cost of Service / New Fee
51 to 100 cubic yards	42.27	\$113.00 ..Cost of Service / New Fee.
101 to 1,000 cubic yards	\$ 113.00 \$ 42.27 for the first 100 cubic yards plus \$19.96 for each additional 100 cubic yards or fraction thereof.	\$9.00 ..Cost of Service / New Fee
1,001 to 10,000 cubic yards	\$203.00 \$221.94 for the first 1,000 cubic yards plus \$16.54 for each additional 1,000 cubic yards or fraction thereof.	\$9.00 ..Cost of Service / New Fee
10,001 to 100,000 cubic yards	\$293.00 \$370.77 for the first 10,000 cubic yards plus \$75.34 for each additional 10,000 cubic yards or fraction thereof.	\$9.00 ..Cost of Service / New Fee
100,001 cubic yards or more	\$383.00 \$1,048.56 for the first 100,000 cubic yards plus \$41.66 for each additional 10,000 cubic yards or fraction thereof.	\$9.00 ..Cost of Service / New Fee

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. 29-2018

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 meeting on the proposed rate adjustments on May 30, 2018. Because of an error in the notice, the Board continued the hearing to June 20, 2018, and directed staff to prepare a corrected notice; and

WHEREAS, on June 20, 2018, after opening the hearing and 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 June, 2018.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

Approved as to form

By: _____
Office of County Counsel

By: _____
Margaret Magruder, Chair

By: _____
Henry Heimuller, 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.

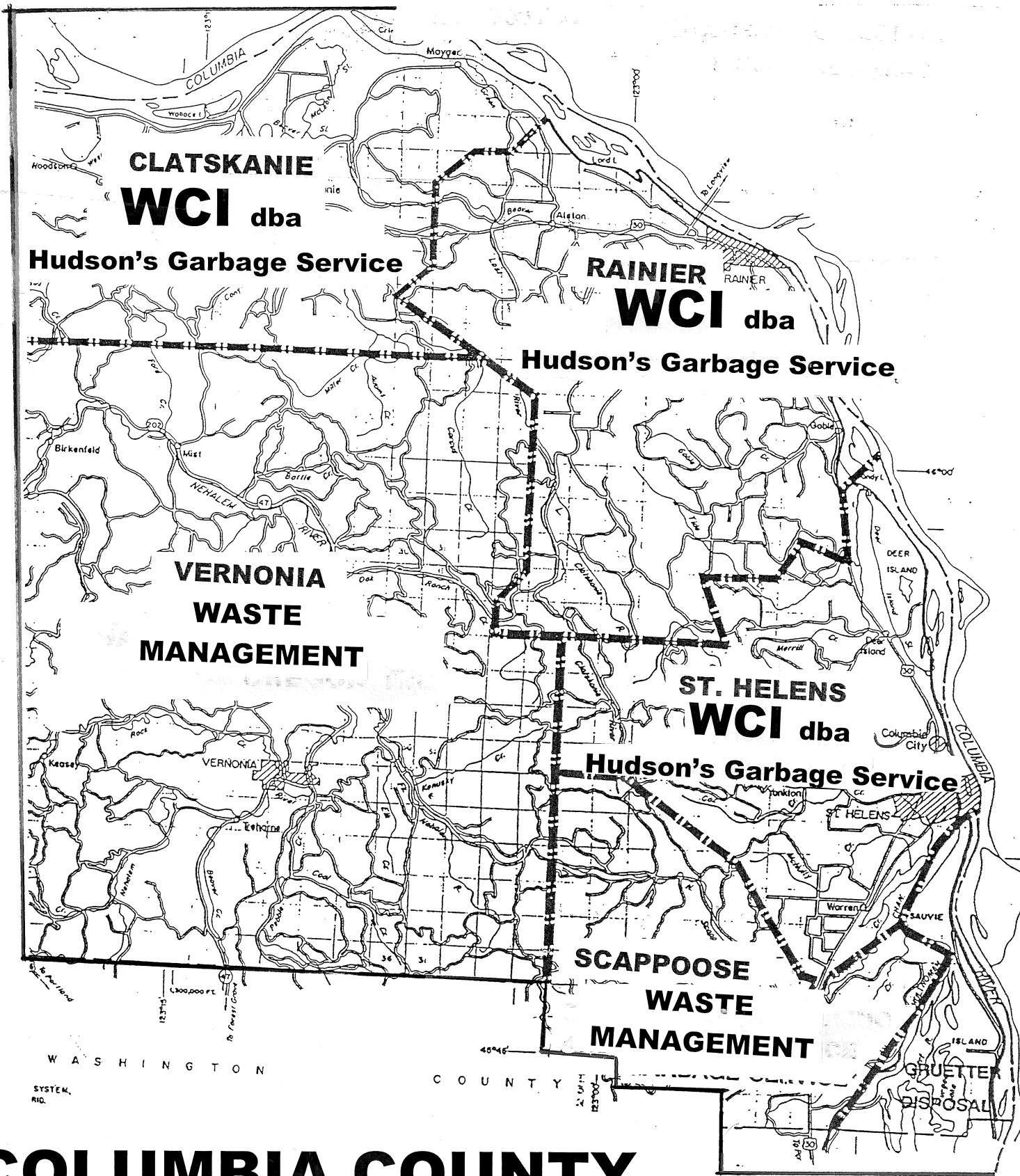
Based on a review of detailed cost reporting information submitted in support of the franchise hauler requests, SWAC and Staff recommend approval of the above described collection franchisee rate adjustments, a 7.6% rate increase for rural Clatskanie, rural Rainier and the rural St. Helens service areas 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

INTERGOVERNMENTAL AGREEMENT
By and Between
Columbia County and Oregon Health & Science University
For Health Officer

This Agreement is made by and between Columbia County, a political subdivision of the State of Oregon, (hereinafter referred to as the "Columbia") and Oregon Health & Science University, a public corporation created pursuant to ORS 353.020 (hereinafter referred to as the "OHSU").

WHEREAS, OHSU and Columbia are authorized under the provisions of ORS 190.003 to 190.030, ORS 203.035, and ORS 353.130 to enter into intergovernmental agreements for the performance of any and all functions that they have authority to perform; and

WHEREAS, No later than July 1, 2018, Columbia County is required to contract with a licensed physician to act as its Public Health Officer pursuant to ORS Chapter 431; and

WHEREAS, OHSU is willing to provide Health Officer services for the County; and

WHEREAS, pursuant to ORS 431.418, the County may contract with a physical licensed by the Oregon medical Board to perform the specific Health Officer medical responsibilities requiring the services of a physician, and when so contracted, the Health Officer is responsible to the local public health administrator for the medical and paramedical aspects of the public health programs administered by the local public health administrator;

NOW THEREFORE, Columbia County and OHSU hereby agree as follows:

1. Program. OHSU will provide Dr. Joe Skariah to act as the Columbia County Public Health Officer. The Health Officer services will be consistent with the scope of services which is attached hereto as Exhibit A and incorporated herein by this reference.
2. Payment. Columbia County will pay to OHSU a fee for service in the amount of \$416.66 each month during the term of this Agreement.
3. Personnel. No employees will be transferred pursuant to this Agreement. OHSU is engaged under this Agreement as an independent contractor.
4. Term. This Agreement shall be effective on July 1, 2018, and shall continue through June 30, 2020 unless extended by written agreement.

5. Mediation. In the event that a dispute arises between the Parties, out of or relating to this Agreement, the Parties agree to submit to such dispute or 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.
6. Termination. Either party may terminate this Agreement for convenience upon 90 day's written notice to the other party
7. Indemnity/Hold Harmless. Each party to this Agreement shall be responsible for any and all injury to any and all persons or property caused directly or indirectly by reason of any error, omission or other negligence by that party in the performance of this Agreement. This Agreement is subject to the limits and provisions of ORS 30.260 to 30.300, the Oregon Tort Claims Act, and Article XI, Section 10 of the Oregon Constitution. During and within the scope of performance of Health Officer duties, the Health Officer shall function as an agent of Columbia County solely for purposes of the Oregon Tort Claims Act, ORS 30.260 to 30.300.
8. Governing Law. This Agreement shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Agreement shall be in the District or Circuit Court for Columbia County.
9. Method and Place of Giving Notice. Unless otherwise expressly stated herein, all bills, and payments to OHSU shall be sent to:

Oregon Health Science University
Michael Martin
Director of Finance
Department of Family Medicine
Oregon Health and Science University
3181 SW Sam Jackson Pak Road; Mail Code: FM
Portland, Oregon 97239
503-494-4955

All other notices to OHSU, shall be sent to:

Erin K. Blume
Network Account Executive
Managed Care Contracting
3181 SW Sam Jackson Park Road; Mail Code L326
Portland, Oregon 97239
503-494-4073 (phone)
503-494-1293 (fax)
Email: blumee@ohsu.edu

All bills, payments, and notices to County shall be sent to:

Michael Paul, Director
Columbia County Public Health
230 Strand
St. Helens, Oregon 97051
503-397-7247
Michael.paul@co.columbia.or.us

And when addressed as set forth herein, all bills, payments, and notices shall be deemed given upon deposit into the United States Mail, postage prepaid. In all other instances, notices, bills, and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills, and payments are to be given by giving notice pursuant to this paragraph.

10. Merger. This agreement represents the entire Agreement between the parties for the services provided herein. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both Parties.
11. Non-discrimination. No person shall be subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, marital status, age or national origin. Any violation of this provision shall be considered a material violation of this Agreement and shall be grounds for cancellation, termination or suspension in whole or in part by either party.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in two counterparts.

DATED this _____ day of _____, 2018.

OREGON HEALTH & SCIENCE
UNIVERSITY

By: _____
Anthony R. Masciotra, Jr.
CEO, OHSU Practice Plan
Sr. Associate Dean, Clinical Practice

Date: _____

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: _____
OHSU Legal Counsel

Approved as to form

By: _____
Office of County Counsel

Exhibit "A"

OHSU will provide the following services to Columbia County, Oregon.

1. Dr. Joe Skariah will act as the Columbia County Health Officer, as defined in ORS 431.003, including, but not limited to the following:
 - a. Provide oversight of medical and paramedical aspects of the public health programs administered by the local public health administrator, including but not limited to, developing and signing standing orders and protocols in accordance with current Oregon Statutes and Administrative Rules. Assume responsibility as Laboratory Director and Pharmacy Director. Provide consultation on medical issues to health department personnel and services, particularly for immunizations, STI screening, and communicable diseases. Promote public health in the community. Participate as a member of the Conference of Local Health Officials. Work with regional health officers as a member of the Regional Public Health Leadership Team. Participate in planning for health department programs and services. Consult on public health and epidemiologic issues. Provide input into policy program development. Participate in disaster preparedness planning and emergency response. Including prevention and control of emerging infectious diseases, sign off on quarantine or isolation orders; medical countermeasure activity support; dispensing of vaccine, antibiotics or antidotes; bioterrorism preparation. Serve as liaison with state and national health organizations. Participate in rabies control.
 - b. Duties of the Columbia County Health Officer are found in the following statutes. This may not be an exclusive list of statutory references: 30.302; 97.130; 133.455; 146.065; 169.040; 426.070; 426.170; 426.335; 431.003; 431.330; 431.136; 431.418; 433.035; 433.060; 433.065; 433.269; 433.345; 433.390; 433.750; 438.310; 438.420; 443.500; 451.435; 452.010; 452.080; 452.120; 452.160; 454.275; 454.275; 616.755; 452.010; 452.080; 452.120.
 - c. Duties of the Columbia County Health Officer are found in the following administrative rules. This may not be an exclusive list of administrative rule references: OAR 333-010-0300; 333-019-0010; 333-050-0010; 333-050-0050; 333-050-0130; 333-050-0140; 333-071-0057; 333-071-0120.
 - d. In the event of a public health emergency, defined in ORS 433.442, the Health Officer will coordinate with the County and the Public Health Administrator to design and create public information to eliminate or reduce risk and harm to persons in Columbia County. These duties may include consultation with the State Public Health Officer and adherence to Crisis & Emergency Risk Communication (CERC) Plans.

2. OHSU shall comply with all applicable Federal, State and local laws, rules and regulations.
3. OHSU agrees to perform its services with that standard of care, skill and diligence normally provided by a professional individual in the performance of similar services. It is understood that OHSU must perform the services based in part on information furnished by county and that OHSU shall be entitled to rely on such information. However, OHSU is given notice that County will be relying on the accuracy, competence and completeness of OHSU's services in utilizing the results of such services. OHSU warrants that the recommendations, guidance, and performance of any person assigned under this Agreement shall be in accordance with professional standards and the requirements of this Agreement.
4. OHSU shall comply promptly with any requests by the County relating to the emphasis or relative emphasis to be placed on various aspects of the work or such other matters pertaining to said work.
5. All documents, or other material submitted to OHSU by County shall become the sole and exclusive property of the County. All materials prepared by OHSU under this Agreement may be subject to Oregon's Public Records Laws.
6. In the event Dr. Joe Skariah is unavailable or no longer employed by OHSU, OHSU will make available another licensed by the Oregon Medical Board and qualified physician to serve as the County Health Officer. OHSU shall notify the County as soon as possible after OHSU becomes aware that Dr. Joe Skariah will not be available to act as the Columbia County Health Officer.

BUSINESS ASSOCIATE AGREEMENT

Health Insurance Portability and Accountability Act of 1996 (HIPAA)
Between Columbia County and The Public Health Foundation of Columbia County

This Business Associate Agreement is entered into as of July 1, 2018 ("Effective Date") by and between Columbia County, Oregon ("Covered Entity") and The Public Health Foundation of Columbia County ("Business Associate") in conformance with the Health Insurance Portability and Accountability Act of 1996, and its regulations ("HIPAA").

RECITALS

Whereas, the Covered Entity has engaged the services of the Business Associate, as defined under 45 CFR §160.103, for or on behalf of the Covered Entity;

Whereas, the Covered Entity may wish to disclose Individually Identifiable Health Information to the Business Associate in the performance of services for or on behalf of the Covered Entity as described in a Services Agreement ("Agreement");

Whereas, such information may be Protected Health Information ("PHI") as defined by the HIPAA Rules promulgated in accordance with the Administrative Simplification provisions of HIPAA;

Whereas, the Parties agree to establish safeguards for the protection of such information;

Whereas, the Covered Entity and Business Associate desire to enter into this Business Associate Agreement to address certain requirements under the HIPAA Rules;

Now, Therefore, the parties hereby agree as follows:

SECTION I - DEFINITIONS

- 1.1 "Breach" is defined as any unauthorized acquisition, access, use or disclosure of Unsecured PHI, unless the Covered Entity demonstrates that there is a low probability that the PHI has been compromised. The definition of Breach excludes the following uses and disclosures:
 - 1.1.1 Unintentional access by a Covered Entity or Business Associate in good faith and within an Workforce member's course and scope of employment or placement;
 - 1.1.2 Inadvertent one time disclosure between Covered Entity or Business Associate Work force members; and
 - 1.1.3 The Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain the information.
- 1.2 "Covered Entity" shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §160.103.
- 1.3 "Designated Record Set" shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §164.501.
- 1.4 "Effective Date" shall be the Effective Date of this Business Associate Agreement.
- 1.5 "Electronic Protected Health Information" or "Electronic PHI" shall have the meaning given to such term at 45 CFR §160.103, limited to information of the Covered Entity that the Business Associate creates, receives, accesses, maintains or transmits in electronic media on behalf of the Covered Entity under the terms and conditions of this Business Associate Agreement.
- 1.6 "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules codified at 45 CFR Part 160 and Part 164.

- 1.7 “Individual” shall have the meaning given to such term in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- 1.8 “Individually Identifiable Health Information” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §160.103.
- 1.9 “Protected Health Information” or “PHI” means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an Individual; the provision of health care to an Individual; or the past, present or future payment for the provision of health care to an Individual; and (ii) that identifies the Individual or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual, and shall have the meaning given to such term under the HIPAA Rules, 45 CFR §160.103 and §164.501.
- 1.10 “Required by Law” shall have the meaning given to such phrase in 45 CFR §164.103.
- 1.11 “Secretary” shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- 1.12 “Security Incident” shall have the meaning given to such phrase in 45 CFR §164.304.
- 1.13 “Unsecured Protected Health Information” shall mean protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in accordance with 45 CFR §164.402.
- 1.14 Workforce means employees, volunteers, trainees, and other persons whose conduct, in the performance of work for a Covered Entity or Business Associate, is under the direct control of such Covered Entity or Business Associate, whether or not they are paid by the Covered Entity or Business Associate.

SECTION II - OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

The Business Associate agrees to the following:

- 2.1 Not to use or further disclose PHI other than as permitted or required by this Business Associate Agreement or as Required by Law;
- 2.2 To use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to prevent use or disclosure of PHI other than as provided for by this Business Associate Agreement;
- 2.3 To mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by the Business Associate in violation of the requirements of this Business Associate Agreement;
- 2.4 To immediately report to the Covered Entity any use or disclosure of PHI not provided for by this Business Associate Agreement of which it becomes aware, including any Security Incident of which it becomes aware;
- 2.5 In accordance with 45 CFR §§164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits PHI on behalf of the Business Associate agrees in writing to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such PHI;
- 2.6 To provide access, at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to the Covered Entity or, as directed by the Covered Entity, to the Individual or the Individual’s designee as necessary to meet the Covered Entity’s obligations under 45 CFR §164.524; provided, however, that this Section 2.6 is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;
- 2.7 To make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of the Covered Entity or an Individual, and in the time and manner designated by the Covered Entity; provided, however, that this Section 2.7

SECTION III – THE PARTIES AGREE TO THE FOLLOWING PERMITTED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE:

- 3.1 Business Associate agrees to make uses and disclosures and requests for PHI consistent with the Covered Entity's minimum necessary policies and procedures.
- 3.2 Except as otherwise limited in this Business Associate Agreement, the Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, the Covered Entity as specified in the Services Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by the Covered Entity; and,
- 3.3 Except as otherwise limited in this Business Associate Agreement, the Business Associate may:
 - a. **Use for management and administration.** Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate; and,
 - b. **Disclose for management and administration.** Disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

SECTION IV - NOTICE OF PRIVACY PRACTICES

- 4.1 If requested, the Covered Entity shall provide the Business Associate with the notice of privacy practices that the Covered Entity produces in accordance with 45 CFR §164.520, as well as any changes to such notice. Covered Entity shall (a) provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures; (b) notify the Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restrictions may affect the Business Associate's use or disclosure of PHI; and (c) not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Standards if done by the Covered Entity, except as set forth in Section 3.2 above.

SECTION V - BREACH NOTIFICATION REQUIREMENTS

- 5.1 With respect to any Breach, the Covered Entity shall notify each individual whose Unsecured PHI has been, or is reasonably believed by the Covered Entity to have been, accessed, acquired, used, or disclosed as a result of such Breach, except when law enforcement requires a delay pursuant to 45 CFR §164.412. This notice shall be:
 - a. Without unreasonable delay and in no case later than 60 calendar days after discovery of a Breach.
 - b. In plain language including and to the extent possible:
 - 1) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - 2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - 3) Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;

- 4) A brief description of what the Covered Entity and/or Business Associate is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any further Breaches; and,
 - 5) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
- c. By a method of notification that meets the requirements of 45 CFR §164.404(d).
 - d. Provided to the media when required under 45 CFR §164.406 and to the Secretary pursuant to 45 CFR §164.408.
- 5.2. Business Associate shall promptly provide any information requested by Covered Entity to provide the information described in Section 5.1.

SECTION VI - TERM AND TERMINATION

6.1 **Term.** The term of this Business Associate Agreement shall be effective as of the date set forth above in the first paragraph and shall terminate when all of the PHI created, maintained, transmitted or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

6.2 **Termination for Cause.** Upon the Covered Entity's knowledge of a material breach of this Business Associate Agreement by the Business Associate, the Covered Entity shall provide an opportunity for the Business Associate to cure the breach or end the violation. The Covered Entity shall terminate this Business Associate Agreement and the Services Agreement if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity, or immediately terminate this Business Associate Agreement if cure is not reasonably possible.

If the Business Associate fails to cure a breach for which cure is reasonably possible, the Covered Entity may take action to cure the breach, including but not limited to obtaining an injunction that will prevent further improper use or disclosure of PHI. Should such action be taken, the Business Associate agrees to indemnify the Covered Entity for any costs, including court costs and attorneys' fees, associated with curing the breach.

Upon the Business Associate's knowledge of a material breach of this Business Associate Agreement by the Covered Entity, the Business Associate shall provide an opportunity for the Covered Entity to cure the breach or end the violation. The Business Associate shall terminate this Business Associate Agreement and the Services Agreement if the Covered Entity does not cure the breach or end the violation within the time specified by the Business Associate, or immediately terminate this Business Associate Agreement if the Covered Entity has breached a material term of this Business Associate Agreement if cure is not reasonably possible.

6.3 **Effect of Termination.**

- a. **Return or Destruction of PHI.** Except as provided in Section 6.3(b), upon termination of this Business Associate Agreement, for any reason, the Business Associate shall return, or if agreed to by the Covered Entity, destroy all PHI received from the Covered Entity, or created, maintained or received by the Business Associate on behalf of the Covered Entity and retain no copies. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Business Associate.
- b. **Return or Destruction of PHI Infeasible.** In the event that the Business Associate determines that returning or destroying PHI is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of the PHI is infeasible, the Business Associate shall extend the protections of this Business Associate Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such PHI. In addition,

the Business Associate shall continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI to prevent use or disclosure of the PHI, for as long as the Business Associate retains the PHI.

SECTION VII - GENENERAL PROVISIONS

- 7.1 **Regulatory references.** A reference in this Business Associate Agreement to the HIPAA Rules or a section in the HIPAA Rules means that Rule or Section as in effect or as amended from time to time.
- 7.2 **Compliance with law.** In connection with its performance under this Business Associate Agreement, Business Associate shall comply with all applicable laws, including but not limited to laws protecting the privacy of personal information about Individuals.
- 7.3 **Amendment.** The Parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time. All amendments must be in writing and signed by both Parties.
- 7.4 **Indemnification by Business Associate.** Business Associate agrees to indemnify, defend and hold harmless the Covered Entity and its commissioners, employees, directors, officers, subcontractors, agents or other members of its workforce, each of the foregoing hereinafter referred to as "Indemnified Party," against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with Business Associate's breach of Sections II and III of this Business Associate Agreement. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results for Business Associate's breach hereunder. The obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement for any reason.
- 7.5 **Survival.** The respective rights and obligations of Business Associate under Section II of this Business Associate Agreement shall survive the termination of the Services Agreement and this Business Associate Agreement.
- 7.6 **Interpretation.** Any ambiguity in this Business Associate Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Rules.

[Signature Page Follows]

The Parties hereto have duly executed this Agreement as of the Effective Date as defined here above.

Business Associate
The Public Health Foundation of Columbia County

Covered Entity
***BOARD OF COUNTY COMMISSIONERS FOR
COLUMBIA COUNTY, OREGON***

By: _____
Sherrie Ford

By: _____
Chair

Title: Director

Date: _____

Date: _____

Approved as to form

By: _____
Office of County Counsel

BUSINESS ASSOCIATE AGREEMENT

Health Insurance Portability and Accountability Act of 1996 (HIPAA)
Between Columbia County and Oregon Health & Science University

This Business Associate Agreement is entered into as of July 1, 2018 ("Effective Date") by and between Columbia County, Oregon ("Covered Entity") and Oregon Health & Science University ("Business Associate") in conformance with the Health Insurance Portability and Accountability Act of 1996, and its regulations ("HIPAA").

RECITALS

Whereas, the Covered Entity has engaged the services of the Business Associate, as defined under 45 CFR §160.103, for or on behalf of the Covered Entity;

Whereas, the Covered Entity may wish to disclose Individually Identifiable Health Information to the Business Associate in the performance of services for or on behalf of the Covered Entity as described in a Services Agreement ("Agreement");

Whereas, such information may be Protected Health Information ("PHI") as defined by the HIPAA Rules promulgated in accordance with the Administrative Simplification provisions of HIPAA;

Whereas, the Parties agree to establish safeguards for the protection of such information;

Whereas, the Covered Entity and Business Associate desire to enter into this Business Associate Agreement to address certain requirements under the HIPAA Rules;

Now, Therefore, the parties hereby agree as follows:

SECTION I - DEFINITIONS

- 1.1 "Breach" is defined as any unauthorized acquisition, access, use or disclosure of Unsecured PHI, unless the Covered Entity demonstrates that there is a low probability that the PHI has been compromised. The definition of Breach excludes the following uses and disclosures:
 - 1.1.1 Unintentional access by a Covered Entity or Business Associate in good faith and within an Workforce member's course and scope of employment or placement;
 - 1.1.2 Inadvertent one time disclosure between Covered Entity or Business Associate Work force members; and
 - 1.1.3 The Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain the information.
- 1.2 "Covered Entity" shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §160.103.
- 1.3 "Designated Record Set" shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §164.501.
- 1.4 "Effective Date" shall be the Effective Date of this Business Associate Agreement.
- 1.5 "Electronic Protected Health Information" or "Electronic PHI" shall have the meaning given to such term at 45 CFR §160.103, limited to information of the Covered Entity that the Business Associate creates, receives, accesses, maintains or transmits in electronic media on behalf of the Covered Entity under the terms and conditions of this Business Associate Agreement.
- 1.6 "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules codified at 45 CFR Part 160 and Part 164.

- 1.7 "Individual" shall have the meaning given to such term in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- 1.8 "Individually Identifiable Health Information" shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §160.103.
- 1.9 "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an Individual; the provision of health care to an Individual; or the past, present or future payment for the provision of health care to an Individual; and (ii) that identifies the Individual or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual, and shall have the meaning given to such term under the HIPAA Rules, 45 CFR §160.103 and §164.501.
- 1.10 "Required by Law" shall have the meaning given to such phrase in 45 CFR §164.103.
- 1.11 "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- 1.12 "Security Incident" shall have the meaning given to such phrase in 45 CFR §164.304.
- 1.13 "Unsecured Protected Health Information" shall mean protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in accordance with 45 CFR §164.402.
- 1.14 Workforce means employees, volunteers, trainees, and other persons whose conduct, in the performance of work for a Covered Entity or Business Associate, is under the direct control of such Covered Entity or Business Associate, whether or not they are paid by the Covered Entity or Business Associate.

SECTION II - OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

The Business Associate agrees to the following:

- 2.1 Not to use or further disclose PHI other than as permitted or required by this Business Associate Agreement or as Required by Law;
- 2.2 To use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to prevent use or disclosure of PHI other than as provided for by this Business Associate Agreement;
- 2.3 To mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by the Business Associate in violation of the requirements of this Business Associate Agreement;
- 2.4 To immediately report to the Covered Entity any use or disclosure of PHI not provided for by this Business Associate Agreement of which it becomes aware, including any Security Incident of which it becomes aware;
- 2.5 In accordance with 45 CFR §§164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits PHI on behalf of the Business Associate agrees in writing to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such PHI;
- 2.6 To provide access, at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to the Covered Entity or, as directed by the Covered Entity, to the Individual or the Individual's designee as necessary to meet the Covered Entity's obligations under 45 CFR §164.524; provided, however, that this Section 2.6 is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;
- 2.7 To make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of the Covered Entity or an Individual, and in the time and manner designated by the Covered Entity; provided, however, that this Section 2.7

- is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;
- 2.8 To make internal practices, books and records, including policies and procedures on PHI, relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of, the Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary's determining the Covered Entity's and the Business Associate's compliance with the HIPAA Rules;
 - 2.9 To document such disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528;
 - 2.10 To provide to the Covered Entity or an Individual, in a time and manner designated by the Covered Entity, information collected in accordance with Section 2.9 of this Business Associate Agreement, to permit the Covered Entity to respond to a request by an accounting of disclosures of PHI in accordance with 45 CFR §164.528;
 - 2.11 That if it creates, receives, maintains, or transmits any Electronic PHI on behalf of the Covered Entity, it will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI, and it will ensure that any agents (including subcontractors) to whom it provides such Electronic PHI agrees to implement reasonable and appropriate security measures to protect the information. The Business Associate will report to the Covered Entity any Security Incident of which it becomes aware;
 - 2.12 To retain records related to the PHI hereunder for a period of six (6) years unless the Business Associate Agreement is terminated prior thereto. In the event of termination of this Business Associate Agreement, the provisions of Section V of this Business Associate Agreement shall govern record retention, return or destruction;
 - 2.13 To promptly notify the Covered Entity of a Breach of Unsecured PHI as soon as practicable, but in no case later than 10 calendar days, after the discovery of such Breach in accordance with 45 CFR §164.410. A Breach shall be treated as discovered as of the first day on which such Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or agent of Business Associate. The notification shall include, to the extent possible, the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach in addition to the information required in Section V. In addition, Business Associate shall provide the Covered Entity with any other available information that the Covered Entity is required to include in the notification to the individual under 45 CFR §164.404(c); and
 - 2.14 To the extent Business Associate is to carry out one or more of the Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

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SECTION III – THE PARTIES AGREE TO THE FOLLOWING PERMITTED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE:

- 3.1 Business Associate agrees to make uses and disclosures and requests for PHI consistent with the Covered Entity's minimum necessary policies and procedures.
- 3.2 Except as otherwise limited in this Business Associate Agreement, the Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, the Covered Entity as specified in the Services Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by the Covered Entity; and,
- 3.3 Except as otherwise limited in this Business Associate Agreement, the Business Associate may:
 - a. **Use for management and administration.** Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate; and,
 - b. **Disclose for management and administration.** Disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

SECTION IV - NOTICE OF PRIVACY PRACTICES

- 4.1 If requested, the Covered Entity shall provide the Business Associate with the notice of privacy practices that the Covered Entity produces in accordance with 45 CFR §164.520, as well as any changes to such notice. Covered Entity shall (a) provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures; (b) notify the Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restrictions may affect the Business Associate's use or disclosure of PHI; and (c) not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Standards if done by the Covered Entity, except as set forth in Section 3.2 above.

SECTION V - BREACH NOTIFICATION REQUIREMENTS

- 5.1 With respect to any Breach, the Covered Entity shall notify each individual whose Unsecured PHI has been, or is reasonably believed by the Covered Entity to have been, accessed, acquired, used, or disclosed as a result of such Breach, except when law enforcement requires a delay pursuant to 45 CFR §164.412. This notice shall be:
 - a. Without unreasonable delay and in no case later than 60 calendar days after discovery of a Breach.
 - b. In plain language including and to the extent possible:
 - 1) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - 2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - 3) Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;

- 4) A brief description of what the Covered Entity and/or Business Associate is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any further Breaches; and,
 - 5) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
- c. By a method of notification that meets the requirements of 45 CFR §164.404(d).
 - d. Provided to the media when required under 45 CFR §164.406 and to the Secretary pursuant to 45 CFR §164.408.
- 5.2. Business Associate shall promptly provide any information requested by Covered Entity to provide the information described in Section 5.1.

SECTION VI - TERM AND TERMINATION

6.1 **Term.** The term of this Business Associate Agreement shall be effective as of the date set forth above in the first paragraph and shall terminate when all of the PHI created, maintained, transmitted or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

6.2 **Termination for Cause.** Upon the Covered Entity's knowledge of a material breach of this Business Associate Agreement by the Business Associate, the Covered Entity shall provide an opportunity for the Business Associate to cure the breach or end the violation. The Covered Entity shall terminate this Business Associate Agreement and the Services Agreement if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity, or immediately terminate this Business Associate Agreement if cure is not reasonably possible.

If the Business Associate fails to cure a breach for which cure is reasonably possible, the Covered Entity may take action to cure the breach, including but not limited to obtaining an injunction that will prevent further improper use or disclosure of PHI. Should such action be taken, the Business Associate agrees to indemnify the Covered Entity for any costs, including court costs and attorneys' fees, associated with curing the breach.

Upon the Business Associate's knowledge of a material breach of this Business Associate Agreement by the Covered Entity, the Business Associate shall provide an opportunity for the Covered Entity to cure the breach or end the violation. The Business Associate shall terminate this Business Associate Agreement and the Services Agreement if the Covered Entity does not cure the breach or end the violation within the time specified by the Business Associate, or immediately terminate this Business Associate Agreement if the Covered Entity has breached a material term of this Business Associate Agreement if cure is not reasonably possible.

6.3 **Effect of Termination.**

- a. **Return or Destruction of PHI.** Except as provided in Section 6.3(b), upon termination of this Business Associate Agreement, for any reason, the Business Associate shall return, or if agreed to by the Covered Entity, destroy all PHI received from the Covered Entity, or created, maintained or received by the Business Associate on behalf of the Covered Entity and retain no copies. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Business Associate.
- b. **Return or Destruction of PHI Infeasible.** In the event that the Business Associate determines that returning or destroying PHI is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of the PHI is infeasible, the Business Associate shall extend the protections of this Business Associate Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such PHI. In addition,

the Business Associate shall continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI to prevent use or disclosure of the PHI, for as long as the Business Associate retains the PHI.

SECTION VII - GENENERAL PROVISIONS

- 7.1 **Regulatory references.** A reference in this Business Associate Agreement to the HIPAA Rules or a section in the HIPAA Rules means that Rule or Section as in effect or as amended from time to time.
- 7.2 **Compliance with law.** In connection with its performance under this Business Associate Agreement, Business Associate shall comply with all applicable laws, including but not limited to laws protecting the privacy of personal information about Individuals.
- 7.3 **Amendment.** The Parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time. All amendments must be in writing and signed by both Parties.
- 7.4 **Indemnification by Business Associate.** Business Associate agrees to indemnify, defend and hold harmless the Covered Entity and its commissioners, employees, directors, officers, subcontractors, agents or other members of its workforce, each of the foregoing hereinafter referred to as "Indemnified Party," against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with Business Associate's breach of Sections II and III of this Business Associate Agreement. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results for Business Associate's breach hereunder. The obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement for any reason.
- 7.5 **Survival.** The respective rights and obligations of Business Associate under Section II of this Business Associate Agreement shall survive the termination of the Services Agreement and this Business Associate Agreement.
- 7.6 **Interpretation.** Any ambiguity in this Business Associate Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Rules.

[Signature Page Follows]

The Parties hereto have duly executed this Agreement as of the Effective Date as defined here above.

Business Associate

OREGON HEALTH & SCIENCE UNIVERSITY

By: _____
Anthony R. Masciotra, Jr.

Title: CEO, OHSU Practice Plan

Date: _____

Covered Entity

***BOARD OF COUNTY COMMISSIONERS FOR
COLUMBIA COUNTY, OREGON***

By: _____
Margaret Magruder, Chair

Date: _____

Approved as to form

By: _____
Office of County Counsel

THIRD AMENDMENT TO PERSONAL SERVICES CONTRACT
BY AND BETWEEN COLUMBIA COUNTY AND HELION SOFTWARE, INC.

WHEREAS, Columbia County ("County"), entered into a Personal Services Contract with HELION SOFTWARE, INC., ("Contractor"), effective July 1, 2015, for ORCATS professional services (the "original agreement"); and

WHEREAS, the County and Contractor entered into Amendment 1 to the original agreement on May 25, 2016, extending the term of the Agreement to June 30, 2017, and adjusting services and compensation; and

WHEREAS, the County and Contractor entered into Amendment 2 to the original agreement on April 13, 2017, extending the term to June 30, 2018, and adjusting services and compensation; and

WHEREAS, the County has an on-going need for ORCATS services; and

WHEREAS, pursuant to Section 2 of the original agreement, the original term expired June 30, 2016, and the parties may, by mutual written agreement, extend the original agreement for up to three (3) additional one-year terms beyond the original completion date; and

WHEREAS, pursuant to Section 3 of the Agreement, in each year of the Agreement after the original term the Contractor shall submit any change to the Scope of Services and upon agreement of the parties as to the Scope of Services and consideration for such services, the Agreement is to be amended to incorporate such Scope of Services and compensation; and

WHEREAS, Contractor has provided a revised Scope of Services for Fiscal Year 2018-2019, and the parties have agreed to such Scope of Services and proposed compensation;

NOW, THEREFORE, the Personal Services Contract by and between the County and Contractor, effective July 1, 2015, as amended, is hereby further amended as follows:

1. The Completion Date for the Agreement shall be no later than June 30, 2019.
2. For fiscal year beginning July 1, 2018, and ending June 30, 2019, Contractor shall provide the services described in the Scope of Services, a copy of which is attached hereto as Attachment 1, and is incorporated herein by this reference. In case of conflict between such Scope of Services and the original agreement, the original agreement shall control.
3. For fiscal year beginning July 1, 2018, and ending June 30, 2019, the County shall pay Contractor for the services described in Attachment 1, in an amount not to exceed Seventy-Four Thousand, Six Hundred Eleven Dollars (\$74,611).
4. This Third Amendment is effective on July 1, 2018.

5. Except as otherwise specifically amended herein, the Personal Services Contract effective July 1, 2015, by and between Columbia County and Helion Software, Inc., as amended, remains in full force and effect.

HELION SOFTWARE, INC.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____

Murray Giesbrecht
Title: CEO
Date: _____

By: _____

Margaret Magruder, Chair

By: _____

Henry Heimuller, Commissioner

By: _____

Alex Tardif, Commissioner

Date: _____

Approved as to form

By: _____
Office of County Counsel

ATTACHMENT "1"

STATEMENT OF WORK, COMPENSATION PAYMENT TERMS and SCHEDULE

Section 1. Contractor's Services

Contractor's services are divided into FIVE parts:

Part 1 – ORCATS Base and Support is for staff support per the agreement with the ORCATS consortium. Helion will work on and complete property assessment and tax projects and Support as described below in Section 2. Service Level Agreement.

Part 2 – Discretionary Support/ Development Hours for a maximum of 0 hours (at \$130.00/hour) of offsite/onsite staff for ORCATS support and program development for Columbia.

The following descriptions below relate only to Part 2 Discretionary Hours:

Estimates or Fix Bid Quotes will be provided upon County request for work performed under this Part.

Work will be billed monthly.

For those projects that require less than 20 hours to complete Helion will notify Columbia County and after authorization will work on them. These will be "not to exceed" projects and Columbia County will not be responsible for any hours over 20.

For development projects that will require more than 20 hours to complete (or if Columbia County requests), Helion and Columbia County (and other consortium members) will work together to create a set of project requirements. Helion will then develop a fixed quote for the number of hours to complete the project. Helion will begin work on the project after Columbia County (and, if applicable, other consortium members) approve the quote. Project requirements should be sufficiently detailed to identify the deliverables, the cost in hours, and the timeframe for completion. The time required to develop the requirements will be charged directly against the Part 2 – Programming/Discretionary Support hours. The project requirements will include a project timeline indicating which tasks are the responsibility of Helion and which tasks are the responsibilities of the County(s).

Upon using the software in production, programming bugs (any programming functionality that does not perform to specification) as identified by Columbia County (or other consortium members) within 45 days or within a specified project timeline as established by mutual agreement between the Contractor and the County will be will be considered part of the original quote. Identification of a bug does not extend the acceptance period. Any changes to requirements as agreed between Helion and Columbia County may cause an adjustment to the original quote. All Helion staff will be under the direct management of Helion and would be required to follow all of Helion's procedures and policies. Helion is in the process of developing these policies and procedures and will provide Columbia County a copy of those that are relevant to the work described in this contract as they become available or change. Helion will work on whatever Columbia County requested as long as it is within those policies and procedures. Typical uses would be programming projects unique to Columbia County (or groups of consortium members) and additional programming on projects of special interest to Columbia County (or groups of consortium members).

Additional 150 hour blocks of time may be purchased throughout the year given 60 days notice. Helion will give a good faith effort to provide the additional requested hours in as

few a days as possible. The Contractor shall provide the County with monthly reports on hours of service by project and by description. Should multiple counties be paying for the program development, the service hour reports should include all hours assessed to the project for all of the involved counties. (End of Part 2 Description)

Part 3 – Website Hosting for County provided by Helion

Part 4 – Quick Search and Web Map Hosting for County provided by Helion

Section 2. Service Level Agreement

1. Supported Software and Maintenance

1.01 Supported Software: Unless stated otherwise, Helion will provide support for all software listed below:

- Helion Start Menu
- Deployer
- Account Manager
- Real Value Voucher
- Ratio Study
- Real Land Schedules
- Real Sales
- Trend Finder
- Real Librarian
- Real Value Indexes
- Real Value Recalc
- MS Ledger Voucher
- Personal Vouchers
- Utility Ledger Voucher
- Utility Values
- Utility Input
- Address Parser
- Appraisal Maintenance
- Appraisal Reports
- Assessor Reports
- Name Parser
- Lookup Table Maintenance
- Name Parser
- Property Query
- Web Property Query
- Custom Query
- Image Processing
- ORCATS Integration Services
- File Service
- Data Exchange
- Interested Party
- Lender Code Maintenance
- Tax Notation Maintenance
- Tax Receipts
- Tax Reports
- Tax Voucher

Turnover Distribution
Tax Receipt Image Loader
Tax Balance Service
Prepaid Tax Processing
Tax Rate Calculation
Tax Amount Calculation
Tax District Adjustments
Tax Statements
Assessment and Tax Database Views

- 1.02 Maintenance shall include providing County with new releases, updates, and corrections to the Software, including the Software documentation. Maintenance shall also include necessary assistance and consultation to assist County in resolving problems with the use of the Software including the verification, diagnosis and correction of errors and defects in the Software. Maintenance shall include third party software bundled with the ORCATS system, as well as updates to documentation.
- 1.03 Helion shall correct any defect or error or non-conformity comprising a problem by, among other things, supplying to County and installing such corrective codes and making such additions, modifications or adjustments to the Software as may be necessary to keep the Software in operating order and in conformity with the warranties contained in this Agreement.

The corrective services provided by Helion may include:

- Providing a resolution to the problem immediately; or
 - Providing documented clear steps that county staff can reasonably take to correct the problem; or
 - Following analysis, providing documented clear steps toward problem resolution; or
 - Performing configuration changes to the Helion software; or
 - Modifying corrupt data caused by a defect in the software.
- 1.04 Helion will provide support for modifications or specialized features made at the request of the County and performed by Helion.
- 1.05 All modifications or specialized features made at the request of the County and performed by Helion will be ported to and supported in all future versions and releases of the Software unless authorized in writing from the County.
- 1.06 Any changes to comply with legal requirements will be performed under Section 1, Part 1.
- 1.07 Helion will assist County with the following Data Manipulation either directly or by providing an application so the County can perform the tasks themselves:
- Changing a value from Entered to Calculated or Calculated to Entered at the

following levels:

- Improvement
 - Accessories
 - Floor
 - Inventory
 - Land Fragment
 - OSD
- Changing a Neighborhood Code
 - Changing an Improvement, Land Fragment or OSD from Trendable to Non-Trendable or Non-Trendable to Trendable
 - Change one RMV class to another
 - Bulk load LCM Schedules

Selection will be by either a County selected set of Neighborhood Codes or by a County selected set of Property Account Id's. The Property Account Id's must be in a CR/LF delimited text file. (Map and Taxlots are not considered Property Account Id's)

2.00 Database Maintenance

2.01 Helion will provide on-going consulting on procedures for the backup and restoration of all databases required to run the ORCATS software.

2.02 Helion will consult with the County technical staff as needed on the status of all databases required to run the ORCATS software and ensure that all database indexes and database features are configured appropriately to ensure the proper functioning of all Helion supported software.

2.03 If requested, Helion will ensure that database backups are performed prior to any modification to the database structure and/or schema as part the implementation of new ORCATS software through new version release or problem resolution.

2.04 Helion will perform all database repair and recovery due to database corruption, malfunction, or inconsistency brought about by implementation of new ORCATS software through new version release or problem resolution, by defects in or improper functioning of the client software, or by third party software used within any Helion supported software.

2.05 The obligations described in Sections 1.00 through 2.05 are hereafter referred to as "Maintenance."

3.00 Response Times and System Access

3.01 Unless visit was requested by the County, Helion will provide the County IT Division with 2 days notice prior to performing a site visit to perform software upgrades or

modifications to the database or the client software.

- 3.02 County shall notify Helion, either by telephone or in writing or email, of any deficiency and shall provide any other information that Helion may reasonably request in determining the nature of the deficiency. Helion shall commence correction of such deficiency in accordance with this section. Helion will provide problem resolution through telephone, electronic, remote and onsite assistance to the County designated representatives. Resolving the problem may include the initial contact and any subsequent contact and actions necessary to address the initial issue for the County. Helion will provide the County with a local telephone or toll-free telephone number, an email address, and a designated point of contact to receive calls or e-mails for trouble reports. The County shall designate authorized callers (who may change from time to time) for access to the telephone support.
- 3.03 The County agrees to provide Helion with VPN access or through other secure electronic access technology and services at the County's expense for purposes of Helion's fulfillment of its maintenance obligations. Such access shall not result in the unnecessary or unreasonable disruption of the County's business operations.
- 3.04 Helion will respond to system problems that do not prevent normal daily operation of the system (Non- Emergency Response) within 16 business hours of the receipt of the trouble call.
- 3.05 On-Site Support. In an emergency or if all other support options fail, Helion shall have a technician on-site within one (1) business day of a request from the County. This does not apply to Down System events, as described in Section 3.06.
- 3.06 Down-System Response: The system is considered "down" when any part of the system prevents daily operation ("Down System"). Helion shall respond within two business hours of telephone notification. Response may be by telephone.
- 3.07 Normal Support Hours: At all times from 8:00 a.m. to 5:00 pm Pacific Standard Time (PST) (note: Pacific Daylight Saving Time (PDST) when in effect) weekdays. The hours of Support shall not include New Year's Day, Memorial Day, Veterans Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, and Christmas Day.
- 3.08 Helion will provide Tax Season assistance to ensure the timely completion of tax amount calculation, statement printing and state reporting.
- 3.09 Helion will provide support for and is solely responsible for the proper functioning, licensing and distribution of additional or third party software used within their products or distributed with their products as a component of their software. Helion guarantees the functioning of this third party software as a component of their software.
- 3.10 Helion is not liable for any failure or delay in performance due to any cause beyond its control.
- 3.11 The obligations described in Sections 3.00 through 3.11 are hereafter referred to as "Support."
- 4.00 County's Responsibilities

- 4.01 To receive Maintenance and Support, the County is responsible for complying with the following:
- The situation giving rise to the question is reproducible or a documented history of the same event has been provided;
 - The hardware and client workstation operating systems meet minimum Helion requirements (as published and distributed with each ORCATS version update)
 - County designated representatives will submit all questions to Helion;
 - County designated representatives must have knowledge regarding the facts and circumstances surrounding the incident;
 - The full system, including software and hardware, is available to the County representative and accessible by him or her without limit during any telephone discussions with Helion support personnel;
 - The County representative will follow the instructions and suggestions of Helion's support personnel, using the full system.
- 4.02 County will provide remote electronic access using VPN access through Internet connection (this is the preferred method) or will provide remote electronic access using other technologies and services that meet County's security requirements.
- 4.03 Helion must have received payment per this Agreement, Section 3, Paragraph 2.
- 4.04 If the resolution of a problem requires the installation of a newer version of the product, the County agrees that Helion may install the new version as part of the resolution process, depending upon the urgency of the problem resolution.
- 5.00 Services NOT Covered by Helion Under Part 1
- 5.01 Helion is not responsible for support in instances in which the County has made significant changes to the computing environment without consultation with Helion or in which the County has made significant client workstation configuration changes, such as Operating System version updates or Microsoft Office version updates, without consultation with Helion.
- 5.02 Helion is not responsible for remote or on-site training assistance unless specifically arranged through a separate services contract with Helion.
- 5.03 Helion is not responsible for software support on any products that are not part of the ORCATS system. Examples include Deschutes Download, County's web sites, Microsoft Office, etc.
- 5.04 The following services are excluded from coverage under Part 1:
- Creation of new Custom Queries
 - Importing data or images

- Manipulation of data unless covered under section 1.03 or 1.07 above
- Display changes to forms, reports, letters or export
- Onsite Installation
- A&T View Access Database

5.05 Helion is not responsible to maintain compatibility with any application not listed as part of the ORCATS system. Helion will make a good faith effort to notify the County of any incompatibility between ORCATS and third party software.

Section 3 Schedule and Payment Terms

1. Effective Date and Duration: Contractor's services will begin on July 1, 2018. Unless earlier terminated or extended, this contract shall expire on June 30, 2019 or when Contractor's completed performance has been accepted by County. However, such expiration shall not extinguish or prejudice County's right to enforce this contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor's performance that has not been cured.
2. Compensation by the County: Payment for all work performed under this contract shall be made as set forth below from available and authorized County funds, and shall not exceed the maximum sum of \$65,518 for Part 1, \$0 for Part 2, and \$7,105 for Part 3, \$1,988 for Part 4, \$74,611 in Total. Travel and other expenses of the Contractor shall not be reimbursed by County unless specifically provided herein as a supplementary condition.
 1. Interim payments shall be made to Contractor following County's review and approval of billings submitted by Contractor. Contractor will also submit copies of other billings for work performed under the contract when such bills are to be paid by other parties. These other billings are not subject to the maximum compensation amount of this contract.
 2. Contractor shall not submit billings for, and County will not pay, any amount in excess of the maximum compensation amount of this contract, including any travel and other expense when noted below. If the maximum compensation amount is increased by amendment of this contract, the amendment must be fully effective before Contractor performs work subject to the amendment. Contractor shall notify County's supervising representative in writing 30 calendar days before this contract expires of the upcoming expiration of the contract. No payment will be made for any services performed before the beginning date or after the expiration date of this contract. This contract will not be amended after the expiration date.
 3. Contractor shall submit monthly billing for Part 1, Part 3 and Part 4. Billing for Part 1, Part 3 and Part 4 will be for 1/12th of the contract totals.

RAIL AND PUBLIC TRANSIT DIVISION OREGON DEPARTMENT OF TRANSPORTATION

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation, Rail and Public Transit Division, hereinafter referred to as "State," and **Columbia County**, hereinafter referred to as "Recipient," and collectively referred to as the "Parties."

AGREEMENT

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2018** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **June 30, 2020** (Expiration Date). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 10 of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: Project Description and Budget

Exhibit B: Financial Information

Exhibit C: Subcontractor Insurance

Exhibit D: Summary of Federal Requirements, incorporating by reference Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement

Exhibit E: Information required by 2 CFR 200.331(a), may be accessed at <http://www.oregon.gov/odot/pt/>, Oregon Public Transit Information System (OPTIS), as the information becomes available

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: Exhibit D; Exhibit E; this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C.

3. **Project Cost; Grant Funds; Match.** The total project cost is estimated at **\$180,000.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$161,514.00** in Grant Funds for eligible costs described in Section 6.a. hereof. Recipient shall provide matching funds for all Project Costs as described in Exhibit A.
4. **Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.c hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <http://www.oregon.gov/odot/pt/>. If Recipient is unable to access OPTIS, reports must be delivered to ODOTPTDReporting@odot.state.or.us. Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be

necessary to comply with federal or state reporting requirements.

6. Disbursement and Recovery of Grant Funds.

- a. **Disbursement Generally.** State shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by State within 30 days of State's approval of a request for reimbursement from Recipient using a format that is acceptable to State. Requests for reimbursement must be entered into OPTIS or sent to ODOTPTDReporting@odot.state.or.us. Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement described in Section 9.a. of this Agreement, in performance of the Project and that are not excluded from reimbursement by State, either by this Agreement or by exclusion as a result of financial review or audit.
- b. **Conditions Precedent to Disbursement.** State's obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Recipient is in compliance with the terms of this Agreement including, without limitation, Exhibit D and the requirements incorporated by reference in Exhibit D.
 - iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - iv. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.
- c. **Recovery of Grant Funds.** Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement must be returned to State. Recipient shall return all Misexpended Funds to State promptly after State's written demand and no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 14 days after the earlier of expiration or termination of this Agreement.

7. Representations and Warranties of Recipient. Recipient represents and warrants to State as follows:

- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.
- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor

accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

- d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from this federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify State immediately if it is debarred, suspended or otherwise excluded from this federally-assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

The warranties set in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. Records Maintenance and Access; Audit.

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit State to verify how the Grant Funds were expended.
- d. **Audit Requirements.**
 - i. Recipients receiving federal funds in excess of \$750,000 are subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Recipient, if subject to this requirement, shall at Recipient's own expense submit to State, Rail and Public Transit Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to ODOTPTDReporting@odot.state.or.us, a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted, the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.
 - ii. Recipient shall save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

9. Recipient Subagreements and Procurements

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.
 - i. All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
 - ii. Recipient agrees to provide State with a copy of any signed subagreement upon request by State. Any substantial breach of a term or condition of a subagreement relating to funds covered by this Agreement must be reported by Recipient to State within ten (10) days of its being discovered.
- b. Recipient shall review the *Best Practices Procurement Manual*, a technical assistance manual prepared by the FTA, available on the FTA website: www.fta.dot.gov/grants/13054_6037.html
- c. **Subagreement indemnity; insurance**

Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.

Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subrecipients"), nor any attorney engaged by Recipient's Subrecipient(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's Subrecipient is prohibited from defending State or that Recipient's Subrecipient is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Recipient's Subrecipient if State elects to assume its own defense.

Recipient may require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement. Any insurance obtained by the other party to Recipient's subagreements, if any, shall not relieve Recipient of the requirements of Section 11 of this Agreement. The other party to any subagreement with Recipient, if the other party employs subject workers as defined in ORS 657.027, must obtain Workers Compensation Coverage as described in Exhibit C.

- d. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable, including all applicable provisions of the Oregon Public Contracting Code and rules, and in conformance to FTA Circular 4220.1F, Third Party Contracting Requirements including:
 - i. all applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement;
 - ii. all procurement transactions are conducted in a manner providing full and open

competition;

iii. procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements);

iv. construction, architectural and engineering procurements are based on Brooks Act procedures unless the procurement is subject to ORS 279C.100 to 279C.125.

e. Additional requirements

- i. Recipient shall comply with 49 CFR sections 37.77(c) and 37.105 regarding "Certification of Equivalent Service" when purchasing vehicles under this Agreement. If non-accessible vehicles, as defined by the Americans with Disabilities Act, are being purchased for use by a public entity in demand responsive service for the general public, Recipient will certify to State at the time of applying for a project that, when viewed in its entirety, the demand responsive service offered to persons with disabilities, including persons who use wheelchairs, meets the standard of equivalent service.
- ii. Recipient shall comply with 49 CFR 663 regarding pre-award and post-delivery reviews. Every Recipient purchasing rolling stock or facilities under this Agreement must certify to State that a pre-award and post-delivery review has been conducted in accordance with ODOT requirements. This review ensures compliance to bid specifications including, but not limited to, FTA requirements, State requirements, and Federal Motor Carrier Safety Standards, as applicable to the type of project. Each Recipient's certification must include assurance that required documents have been received from manufacturers or vendors of products, or from both, and that Recipient possesses such documents. Acceptable certification forms are available from State. Recipient must provide certification forms to State when reimbursement is requested for vehicles. For facilities projects, Recipient must provide pre-award certifications to State at time of first payment, and post-delivery certifications upon completion of the post-delivery review, and in no event later than with Recipient's request for final payment.
- iii. Recipient shall comply with 49 CFR 604 in the provision of any charter service provided with vehicles, facilities, or equipment acquired with FTA assistance under this Agreement.
- iv. Recipient shall submit an annual vehicle inspection report to State for any vehicle purchased under this Agreement. Vehicle inspections shall be conducted by a vehicle maintenance technician certified by a nationally recognized organization in the field of vehicle service and maintenance. Reports covering required areas of inspection shall be submitted on forms provided by State.
- v. All drivers of vehicles purchased with FTA funds under this Agreement must complete a standard defensive driving course before operating an FTA-funded vehicle, and are advised to complete a standard defensive driving course before operating a State-funded vehicle.
- vi. Recipient shall maintain all vehicles, equipment, and facilities purchased under this Agreement in good condition per manufacturer's recommendations. Recipients are required to develop preventive maintenance plans for all rolling stock and facilities and to provide the plans to State upon request.
- vii. Recipient shall be the owner of the property for facility construction projects and of vehicles purchased under this Agreement. Such ownership shall be recorded on real property deeds for facility construction projects and on vehicle titles. If Recipient contracts the operation of vehicles to a third party, then the third party may be shown as the owner or lessee with Recipient listed as the second security interest holder or lessor. In all cases, Oregon Department of Transportation, Rail and Public Transit Division shall be shown as the first security interest holder on vehicle titles. If Recipient fails to show Oregon Department of Transportation, Rail and Public Transit Division as the first security interest holder, Recipient shall pay any expenses to re-submit the necessary documents to Oregon Department of Transportation,

Driver and Motor Vehicle Services (DMV). If a vehicle is damaged or destroyed at any time when Recipient fails to show Oregon Department of Transportation, Rail and Public Transit Division, as the first security interest holder, Recipient shall be liable to State for any damage in an amount in the same manner as if Oregon Department of Transportation, Rail and Public Transit Division, were shown as the first security interest holder.

- viii. Recipient shall bear the cost of insuring assets purchased under this Agreement based on risk assessment. Recipient shall maintain, in amounts and form satisfactory to State, such insurance or self-insurance as will be adequate to protect Recipient, vehicle drivers and assistants, vehicle occupants, and property throughout the period of use. The minimum that will be approved by State is comprehensive and collision insurance adequate to repair or replace property and equipment if damaged or destroyed; liability insurance of \$50,000 for property damage, \$200,000 for bodily injury per person, \$500,000 for bodily injury per occasion for maintenance and shop vehicles, and \$1,000,000 for bodily injury per occasion for vehicles providing passenger transportation; uninsured motorist protection; and personal injury protection as required by ORS Chapter 806. Recipient shall be responsible for all deductibles or self-insured retention. Recipient's insurance policy covering assets purchased under this Agreement shall include the Oregon Department of Transportation, Rail and Public Transit Division as an "Additional Insured". In the event of any ambiguity or conflict between this section 9.e.viii. and Exhibit C Insurance Requirements ii. Commercial General Liability and iii. AUTOMOBILE LIABILITY INSURANCE, this section 9.e.viii. shall control.
- ix. Recipient shall file a restrictive covenant with the property deed for all construction projects and purchases of real estate, with the exception of passenger shelters, amenities, and right-of-way infrastructure improvements. The restrictive covenant will limit the use of the building and property to the stated purpose specified in the statement of work associated with this Agreement.
- x. Recipient shall complete all purchases, including installation, and all construction of capital assets funded under this Agreement prior to the Expiration Date of this Agreement. If local circumstances prevent purchase, installation, or construction by the specified date, Recipient will notify State in writing of the circumstances regarding the delay. Such notification must be received at least forty-five (45) days prior to the expiration of the Agreement. Agreement amendment for time will be considered in extenuating circumstances.

10. Termination

- a. **Termination by State.** State may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by State in such written notice, if:
 - i. Recipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Recipient is, for any reason, rendered improbable, impossible, or illegal; or
 - ii. State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
 - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
 - iv. The Project would not produce results commensurate with the further expenditure of funds; or
 - v. Recipient takes any action pertaining to this Agreement without the approval of State and which under the provisions of this Agreement would have required the approval of State.
- b. **Termination by Recipient.** Recipient may terminate this Agreement effective upon

delivery of written notice of termination to State, or at such later date as may be established by Recipient in such written notice, if:

- i. The requisite local funding to continue the Project becomes unavailable to Recipient; or
 - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

11. General Provisions

- a. **Contribution.** 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 Recipient 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.

With respect to a Third Party Claim for which State is jointly liable with Recipient (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. 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.

With respect to a Third Party Claim for which Recipient is jointly liable with State (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Recipient 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 Recipient 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. Recipient'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.

- b. **Dispute Resolution.** The 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.
- c. **Responsibility for Grant Funds.** Any recipient of Grant Funds, pursuant to this

Agreement with State, shall assume sole liability for that recipient's breach of the conditions of this Agreement, and shall, upon recipient's breach of conditions that requires State to return funds to the FTA, hold harmless and indemnify State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the recipient of Grant Funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.

- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. **No Third Party Beneficiaries.** State and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

Recipient acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Recipient, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the this Agreement.

- g. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 11.g. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.
- h. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.
- i. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, as applicable to Recipient, including without limitation as described in Exhibit D. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and

state civil rights and rehabilitation statutes, rules and regulations.

- j. **Insurance; Workers' Compensation.** All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- m. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes 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. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

The Parties, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

The Oregon Transportation Commission on October 20, 2010, approved Delegation Order Number OTC-01, which authorizes the Director of the Oregon Department of Transportation to administer programs related to public transit.

On March 1, 2012, the Director approved Delegation Order Number DIR-04, which delegates the authority to approve this Agreement to the Rail and Public Transit Division Administrator.

SIGNATURE PAGE TO FOLLOW

Columbia County, by and through its

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

Chad Mace
230 Strand Street
Saint Helens, OR 97051
1 (503) 366-0159
chad.mace@co.columbia.or.us

State Contact:

Arla Miller
555 13th Street NE
Salem, OR 97301-4179
1 (503) 986-2836
Arla.MILLER@odot.state.or.us

State of Oregon, by and through its
Department of Transportation

By _____
H. A. (Hal) Gard
Rail and Public Transit Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____ Arla Miller

Date _____ 05/22/2018

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

By _____
Assistant Attorney General

Name _____ Marvin Fjordbeck by email
(printed)

Date _____ 03/13/2017

EXHIBIT A

Project Description and Budget

Project Description/Statement of Work

Project Title: STP Columbia County 32852				
<i>Two Vehicle Replacements</i>				
Item #1: Vans				
	Total	Grant Amount	Local Match	Match Type(s)
	\$180,000.00	\$161,514.00	\$18,486.00	Local
Sub Total	\$180,000.00	\$161,514.00	\$18,486.00	
Grand Total	\$180,000.00	\$161,514.00	\$18,486.00	

● 1. PROJECT DESCRIPTION

Purchase 2 transit vehicles as follows: useful life: 4 years and 100,000 miles; approximate length: less than 20 feet; estimated number of seats: 3-14; estimated number of ADA securement stations: 1; fuel type: gasoline.

Purchase includes all equipment and supplies necessary to put the vehicles into service.

The following vehicles have been approved for replacement in this Agreement:

*OPTIS V000833; 2008 Ford Eldorado; 1FD4E45S28DB51376.
 OPTIS V000811; 2008 Ford Eldorado; 1FD4E45S59DA12160.*

2. PROJECT DELIVERABLES, SCHEDULE and USE

All purchases and installations must be completed prior to the expiration date of this Agreement.

Expected order date: July 1, 2018.

Expected delivery date: June 30, 2020.

For vehicles procured using State Price Agreement contracts managed by the Oregon Department of Administrative Services, all vehicle orders will be reviewed and approved by State prior to submission to selected vendor. State is responsible for submitting vehicle orders to selected vendor. If Recipient does not purchase from the State Price Agreement contracts managed by the Oregon Department of Administrative Services, Requests for Proposals to procure the vehicles must be reviewed by State prior to solicitation for bids. All vehicle orders will be reviewed by State prior to submission to the selected vendor.

This Agreement provides funding to purchase passenger transportation vehicles to be used to provide public transportation service. Public transportation service is defined as service to the general public or special populations such as seniors and individuals with disabilities. Recipient may use the vehicles to coordinate public and human service transportation services with other agencies. Recipient will not lease the vehicles to another agency without the permission of State.

State will retain title to the vehicles as primary security interest holder as long as the vehicles remain in public transportation service. Recipient must request permission from State to release title for disposal when planning to sell or transfer a vehicle which has exceeded the minimum useful standard for age or mileage, and must notify State when actual disposal has been completed. Recipient must request permission from State in advance to transfer or otherwise dispose of a vehicle prior to its meeting federal useful life standards. Recipient must request permission from State to release title for changes.

Recipient will create and maintain a vehicle maintenance plan that utilizes the original

equipment manufacturer (OEM) maintenance requirements for each vehicle and meets FTA transit asset management requirements in 49 CFR 625. Recipient will provide State a copy of the maintenance plan upon request.

3. PROJECT ACCOUNTING and MATCHING FUNDING

Eligible expenses that may be charged to this Agreement include grant administration, the cost of the procurement process, delivery charges and post-delivery inspections. Aftermarket equipment, graphics and other items directly associated with these vehicles and required to put the vehicles into service are eligible. Purchase of an extended warranty is an eligible expense; however, the eligible warranty shall not exceed the defined useful life of the vehicles. Licensing and other post-delivery expenses are not eligible for reimbursement.

Recipient will provide matching funding from non-federal source(s). Sources of funding that may be used as matching funding for this Agreement include Special Transportation Formula Funds, local funds, service contract revenue, advertisement income, other earned income, cash donations, and other verifiable in-kind contributions that are integral to the project budget. Recipient may not use passenger fares as matching funding.

Recipient will subtract income from fares, tickets, and passes whether pre-paid or post-paid, from the gross operating expenses of the service. Under this Agreement, State will bear the sum remaining after the amount of Recipient's required share of local matching funds is subtracted from the total project expenses. Recipient may not count the same costs twice if they have multiple agreements for which these costs may be eligible.

4. REPORTING and INVOICING REQUIREMENTS

Recipient will provide reporting information as prescribed by State on the vehicles purchased under this Agreement as long as the vehicles remain in public transportation service. Recipient will submit a request for reimbursement in a format provided by State. Reimbursement requests must include the following: a cover letter and copies of all invoices associated with expenses identified for reimbursement. and pre-award and post-delivery certification forms documenting compliance to Altoona bus testing, Federal Motor Vehicle Safety Standards, Buy America, and Disadvantaged Business Enterprise requirements.

EXHIBIT B

FINANCIAL INFORMATION

The information below will assist auditors to prepare a report in compliance with the requirements of 2 CFR part 200, subpart F.

This Agreement is financed by the funding source indicated below:

Federal Program 49 U.S.C. 5311	Federal Funding Agency U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	CFDA Number 20.509 (5311)	Total Federal Funding \$161,514.00
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Administered By

Rail and Public Transit Division
555 13th Street NE
Salem, OR 97301-4179

EXHIBIT C

Insurance Requirements

GENERAL.

Recipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a subagreement when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which the Recipient is a Party.

TYPES AND AMOUNTS.

i. WORKERS COMPENSATION. Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than \$500,000 must be included.

ii. COMMERCIAL GENERAL LIABILITY. Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to State. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

iii. AUTOMOBILE Liability Insurance: Automobile Liability. Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

ADDITIONAL INSURED. The Commercial General Liability Insurance and Automobile Liability insurance must include State, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as

professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of: (i) the contractor's completion and Recipient's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and State may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If State approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE. The contractor or its insurer must provide 30 days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE. Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

EXHIBIT D

Summary of Federal Requirements and Incorporating by Reference Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement ("Master Agreement")

Recipient and Recipient's subrecipient(s), contractor(s), or subcontractor(s), at any tier, if any, must comply with all applicable federal requirements contained in the Certifications and Assurances available at www.transit.dot.gov. The Certifications and Assurances, including as they may be changed during the term of this Agreement, are by this reference incorporated herein.

Recipient further agrees to comply with all applicable requirements included in the Master Agreement that is signed and attested to by State. This Master Agreement is incorporated by reference and made part of this Agreement. Said Master Agreement is available upon request from State by calling (503) 986-3300, or at www.transit.dot.gov. Without limiting the foregoing, the following is a summary of some requirements applicable to transactions covered by this Agreement and the funds described in Exhibit A:

1. Recipient shall comply with Title VI of the Civil Rights Act of 1964 (78 State 252, 42 U.S.C. § 2000d) and the regulations of the United States Department of Transportation (49 CFR 21, Subtitle A). Recipient shall exclude no person on the grounds of race, religion, color, sex, age, national origin, or disability from the benefits of aid received under this Agreement. Recipient will report to State on at least an annual basis the following information: any active lawsuits or complaints, including dates, summary of allegation, status of lawsuit or complaint including whether the Parties entered into a consent decree.
2. Recipient shall comply with FTA regulations in Title 49 CFR 27 Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance which implements the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act of 1990, 49 CFR 37, and 49 CFR 38.
3. Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Recipient's DBE program, if applicable, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to State of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
4. Recipient must include the following language in each subagreement Recipient signs with a subcontractor or subrecipient:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The contractor, subrecipient, or subcontractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor, subrecipient, or subcontractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Recipient deems appropriate.

5. By executing the Agreement, Recipient and contractors receiving in excess of \$100,000 in federal funds, other than Indian tribes, certify to State that they have not and will not use federal funds to pay for influencing or attempting to influence an officer or employee of any federal department or Agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any federal grant, cooperative agreement or any other

federal award as well as the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, cooperative agreement, or other federal award. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. If non-federal funds have been used to support lobbying activities in connection with the Project, Recipient shall complete Standard Form LLL, Disclosure Form to Report Lobbying and submit the form to State at the end of each calendar quarter in which there occurs an event that requires disclosure. Restrictions on lobbying do not apply to influencing policy decisions. Examples of prohibited activities include seeking support for a particular application or bid and seeking a congressional earmark.

**RAIL AND PUBLIC TRANSIT DIVISION
OREGON DEPARTMENT OF TRANSPORTATION**

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation, Rail and Public Transit Division, hereinafter referred to as "State," and **Columbia County**, hereinafter referred to as "Recipient," and collectively referred to as the "Parties."

AGREEMENT

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2018** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **June 30, 2020** (Expiration Date). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 10 of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: Project Description and Budget

Exhibit B: Financial Information

Exhibit C: Subcontractor Insurance

Exhibit D: Summary of Federal Requirements, incorporating by reference Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement

Exhibit E: Information required by 2 CFR 200.331(a), may be accessed at <http://www.oregon.gov/odot/pt/>, Oregon Public Transit Information System (OPTIS), as the information becomes available

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: Exhibit D; Exhibit E; this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C.

3. **Project Cost; Grant Funds; Match.** The total project cost is estimated at **\$160,000.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$136,000.00** in Grant Funds for eligible costs described in Section 6.a. hereof. Recipient shall provide matching funds for all Project Costs as described in Exhibit A.
4. **Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.c hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <http://www.oregon.gov/odot/pt/>. If Recipient is unable to access OPTIS, reports must be delivered to ODOTPTDReporting@odot.state.or.us. Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be

necessary to comply with federal or state reporting requirements.

6. **Disbursement and Recovery of Grant Funds.**

- a. **Disbursement Generally.** State shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by State within 30 days of State's approval of a request for reimbursement from Recipient using a format that is acceptable to State. Requests for reimbursement must be entered into OPTIS or sent to ODOTPTDReporting@odot.state.or.us. Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement described in Section 9.a. of this Agreement, in performance of the Project and that are not excluded from reimbursement by State, either by this Agreement or by exclusion as a result of financial review or audit.
- b. **Conditions Precedent to Disbursement.** State's obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Recipient is in compliance with the terms of this Agreement including, without limitation, Exhibit D and the requirements incorporated by reference in Exhibit D.
 - iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - iv. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.
- c. **Recovery of Grant Funds.** Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement must be returned to State. Recipient shall return all Misexpended Funds to State promptly after State's written demand and no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 14 days after the earlier of expiration or termination of this Agreement.

7. **Representations and Warranties of Recipient.** Recipient represents and warrants to State as follows:

- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.
- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor

accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

- d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from this federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify State immediately if it is debarred, suspended or otherwise excluded from this federally-assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

The warranties set in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. **Records Maintenance and Access; Audit.**

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit State to verify how the Grant Funds were expended.
- d. **Audit Requirements.**
 - i. Recipients receiving federal funds in excess of \$750,000 are subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Recipient, if subject to this requirement, shall at Recipient's own expense submit to State, Rail and Public Transit Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to ODOTPTDReporting@odot.state.or.us, a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted, the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.
 - ii. Recipient shall save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

9. Recipient Subagreements and Procurements

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.
 - i. All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
 - ii. Recipient agrees to provide State with a copy of any signed subagreement upon request by State. Any substantial breach of a term or condition of a subagreement relating to funds covered by this Agreement must be reported by Recipient to State within ten (10) days of its being discovered.
- b. Recipient shall review the *Best Practices Procurement Manual*, a technical assistance manual prepared by the FTA, available on the FTA website: www.fta.dot.gov/grants/13054_6037.html
- c. **Subagreement indemnity; insurance**

Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.

Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subrecipients"), nor any attorney engaged by Recipient's Subrecipient(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's Subrecipient is prohibited from defending State or that Recipient's Subrecipient is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Recipient's Subrecipient if State elects to assume its own defense.

Recipient may require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement. Any insurance obtained by the other party to Recipient's subagreements, if any, shall not relieve Recipient of the requirements of Section 11 of this Agreement. The other party to any subagreement with Recipient, if the other party employs subject workers as defined in ORS 657.027, must obtain Workers Compensation Coverage as described in Exhibit C.

- d. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable, including all applicable provisions of the Oregon Public Contracting Code and rules, and in conformance to FTA Circular 4220.1F, Third Party Contracting Requirements including:
 - i. all applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement;
 - ii. all procurement transactions are conducted in a manner providing full and open

competition;

iii. procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements);

iv. construction, architectural and engineering procurements are based on Brooks Act procedures unless the procurement is subject to ORS 279C.100 to 279C.125.

e. Additional requirements

- i. Recipient shall comply with 49 CFR sections 37.77(c) and 37.105 regarding "Certification of Equivalent Service" when purchasing vehicles under this Agreement. If non-accessible vehicles, as defined by the Americans with Disabilities Act, are being purchased for use by a public entity in demand responsive service for the general public, Recipient will certify to State at the time of applying for a project that, when viewed in its entirety, the demand responsive service offered to persons with disabilities, including persons who use wheelchairs, meets the standard of equivalent service.
- ii. Recipient shall comply with 49 CFR 663 regarding pre-award and post-delivery reviews. Every Recipient purchasing rolling stock or facilities under this Agreement must certify to State that a pre-award and post-delivery review has been conducted in accordance with ODOT requirements. This review ensures compliance to bid specifications including, but not limited to, FTA requirements, State requirements, and Federal Motor Carrier Safety Standards, as applicable to the type of project. Each Recipient's certification must include assurance that required documents have been received from manufacturers or vendors of products, or from both, and that Recipient possesses such documents. Acceptable certification forms are available from State. Recipient must provide certification forms to State when reimbursement is requested for vehicles. For facilities projects, Recipient must provide pre-award certifications to State at time of first payment, and post-delivery certifications upon completion of the post-delivery review, and in no event later than with Recipient's request for final payment.
- iii. Recipient shall comply with 49 CFR 604 in the provision of any charter service provided with vehicles, facilities, or equipment acquired with FTA assistance under this Agreement.
- iv. Recipient shall submit an annual vehicle inspection report to State for any vehicle purchased under this Agreement. Vehicle inspections shall be conducted by a vehicle maintenance technician certified by a nationally recognized organization in the field of vehicle service and maintenance. Reports covering required areas of inspection shall be submitted on forms provided by State.
- v. All drivers of vehicles purchased with FTA funds under this Agreement must complete a standard defensive driving course before operating an FTA-funded vehicle, and are advised to complete a standard defensive driving course before operating a State-funded vehicle.
- vi. Recipient shall maintain all vehicles, equipment, and facilities purchased under this Agreement in good condition per manufacturer's recommendations. Recipients are required to develop preventive maintenance plans for all rolling stock and facilities and to provide the plans to State upon request.
- vii. Recipient shall be the owner of the property for facility construction projects and of vehicles purchased under this Agreement. Such ownership shall be recorded on real property deeds for facility construction projects and on vehicle titles. If Recipient contracts the operation of vehicles to a third party, then the third party may be shown as the owner or lessee with Recipient listed as the second security interest holder or lessor. In all cases, Oregon Department of Transportation, Rail and Public Transit Division shall be shown as the first security interest holder on vehicle titles. If Recipient fails to show Oregon Department of Transportation, Rail and Public Transit Division as the first security interest holder, Recipient shall pay any expenses to re-submit the necessary documents to Oregon Department of Transportation,

Driver and Motor Vehicle Services (DMV). If a vehicle is damaged or destroyed at any time when Recipient fails to show Oregon Department of Transportation, Rail and Public Transit Division, as the first security interest holder, Recipient shall be liable to State for any damage in an amount in the same manner as if Oregon Department of Transportation, Rail and Public Transit Division, were shown as the first security interest holder.

- viii. Recipient shall bear the cost of insuring assets purchased under this Agreement based on risk assessment. Recipient shall maintain, in amounts and form satisfactory to State, such insurance or self-insurance as will be adequate to protect Recipient, vehicle drivers and assistants, vehicle occupants, and property throughout the period of use. The minimum that will be approved by State is comprehensive and collision insurance adequate to repair or replace property and equipment if damaged or destroyed; liability insurance of \$50,000 for property damage, \$200,000 for bodily injury per person, \$500,000 for bodily injury per occasion for maintenance and shop vehicles, and \$1,000,000 for bodily injury per occasion for vehicles providing passenger transportation; uninsured motorist protection; and personal injury protection as required by ORS Chapter 806. Recipient shall be responsible for all deductibles or self-insured retention. Recipient's insurance policy covering assets purchased under this Agreement shall include the Oregon Department of Transportation, Rail and Public Transit Division as an "Additional Insured". In the event of any ambiguity or conflict between this section 9.e.viii. and Exhibit C Insurance Requirements ii. Commercial General Liability and iii. AUTOMOBILE LIABILITY INSURANCE, this section 9.e.viii. shall control.
- ix. Recipient shall file a restrictive covenant with the property deed for all construction projects and purchases of real estate, with the exception of passenger shelters, amenities, and right-of-way infrastructure improvements. The restrictive covenant will limit the use of the building and property to the stated purpose specified in the statement of work associated with this Agreement.
- x. Recipient shall complete all purchases, including installation, and all construction of capital assets funded under this Agreement prior to the Expiration Date of this Agreement. If local circumstances prevent purchase, installation, or construction by the specified date, Recipient will notify State in writing of the circumstances regarding the delay. Such notification must be received at least forty-five (45) days prior to the expiration of the Agreement. Agreement amendment for time will be considered in extenuating circumstances.

10. Termination

- a. **Termination by State.** State may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by State in such written notice, if:
 - i. Recipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Recipient is, for any reason, rendered improbable, impossible, or illegal; or
 - ii. State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
 - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
 - iv. The Project would not produce results commensurate with the further expenditure of funds; or
 - v. Recipient takes any action pertaining to this Agreement without the approval of State and which under the provisions of this Agreement would have required the approval of State.
- b. **Termination by Recipient.** Recipient may terminate this Agreement effective upon

delivery of written notice of termination to State, or at such later date as may be established by Recipient in such written notice, if:

- i. The requisite local funding to continue the Project becomes unavailable to Recipient; or
 - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

11. General Provisions

- a. **Contribution.** 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 Recipient 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.

With respect to a Third Party Claim for which State is jointly liable with Recipient (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. 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.

With respect to a Third Party Claim for which Recipient is jointly liable with State (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Recipient 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 Recipient 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. Recipient'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.

- b. **Dispute Resolution.** The 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.
- c. **Responsibility for Grant Funds.** Any recipient of Grant Funds, pursuant to this

Agreement with State, shall assume sole liability for that recipient's breach of the conditions of this Agreement, and shall, upon recipient's breach of conditions that requires State to return funds to the FTA, hold harmless and indemnify State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the recipient of Grant Funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.

- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. **No Third Party Beneficiaries.** State and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

Recipient acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Recipient, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the this Agreement.

- g. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 11.g. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.
- h. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.
- i. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, as applicable to Recipient, including without limitation as described in Exhibit D. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and

state civil rights and rehabilitation statutes, rules and regulations.

- j. **Insurance; Workers' Compensation.** All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- m. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes 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. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

The Parties, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

The Oregon Transportation Commission on October 20, 2010, approved Delegation Order Number OTC-01, which authorizes the Director of the Oregon Department of Transportation to administer programs related to public transit.

On March 1, 2012, the Director approved Delegation Order Number DIR-04, which delegates the authority to approve this Agreement to the Rail and Public Transit Division Administrator.

SIGNATURE PAGE TO FOLLOW

Columbia County, by and through its

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

Chad Mace
230 Strand Street
Saint Helens, OR 97051
1 (503) 366-8504
chad.mace@co.columbia.or.us

State Contact:

Arla Miller
555 13th Street NE
Salem, OR 97301-4179
1 (503) 986-2836
Arla.MILLER@odot.state.or.us

State of Oregon, by and through its
Department of Transportation

By _____
H. A. (Hal) Gard
Rail and Public Transit Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____ Arla Miller

Date _____ 05/29/2018

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

N/A

EXHIBIT A

Project Description and Budget

Project Description/Statement of Work

Project Title: 5339 Columbia County 32830				
<i>Replacement/Right Sizing Vehicle Purchase</i>				
Item #1: Vans				
	Total	Grant Amount	Local Match	Match Type(s)
	\$160,000.00	\$136,000.00	\$24,000.00	Local
Sub Total	\$160,000.00	\$136,000.00	\$24,000.00	
Grand Total	\$160,000.00	\$136,000.00	\$24,000.00	

● 1. PROJECT DESCRIPTION

Purchase 2 transit vehicles as follows: useful life: 4 years and 100,000 miles; approximate length: less than 20 feet; estimated number of seats: 3-14; estimated number of ADA securement stations: 1; fuel type: gasoline.

Purchase includes all equipment and supplies necessary to put the vehicles into service.

The following vehicles have been approved for replacement in this Agreement:

*OPTIS V000062; 2001 Ford F350; 1FDSE35L01HA78713.
 OPTIS V000063; 2004 Ford Windstar; 2FMZA55244BA51254*

2. PROJECT DELIVERABLES, SCHEDULE and USE

All purchases and installations must be completed prior to the expiration date of this Agreement.

*Expected order date: July 1, 2018.
 Expected delivery date: December 31, 2018.*

For vehicles procured using State Price Agreement contracts managed by the Oregon Department of Administrative Services, all vehicle orders will be reviewed and approved by State prior to submission to selected vendor. State is responsible for submitting vehicle orders to selected vendor. If Recipient does not purchase from the State Price Agreement contracts managed by the Oregon Department of Administrative Services, Requests for Proposals to procure the vehicles must be reviewed by State prior to solicitation for bids. All vehicle orders will be reviewed by State prior to submission to the selected vendor.

This Agreement provides funding to purchase passenger transportation vehicles to be used to provide public transportation service. Public transportation service is defined as service to the general public or special populations such as seniors and individuals with disabilities. Recipient may use the vehicles to coordinate public and human service transportation services with other agencies. Recipient will not lease the vehicles to another agency without the permission of State.

State will retain title to the vehicles as primary security interest holder as long as the vehicles remain in public transportation service. Recipient must request permission from State to release title for disposal when planning to sell or transfer a vehicle which has exceeded the minimum useful standard for age or mileage, and must notify State when actual disposal has been completed. Recipient must request permission from State in advance to transfer or otherwise dispose of a vehicle prior to its meeting federal useful life standards. Recipient must request permission from State to release title for changes.

Recipient will create and maintain a vehicle maintenance plan that utilizes the original equipment manufacturer (OEM) maintenance requirements for each vehicle and meets FTA transit asset management requirements 49 CFR 625. Recipient will provide State a copy of the maintenance plan upon request.

3. PROJECT ACCOUNTING and MATCHING FUNDING

Eligible expenses that may be charged to this Agreement include grant administration, the cost of the procurement process, delivery charges and post-delivery inspections. Aftermarket equipment, graphics and other items directly associated with these vehicles and required to put the vehicles into service are eligible. Purchase of an extended warranty is an eligible expense; however, the eligible warranty shall not exceed the defined useful life of the vehicles. Licensing and other post-delivery expenses are not eligible for reimbursement.

Recipient will provide matching funding from non-federal source(s). Sources of funding that may be used as matching funding for this Agreement include Special Transportation Formula Funds, local funds, service contract revenue, advertisement income, other earned income, cash donations, and other verifiable in-kind contributions that are integral to the project budget. Recipient may not use passenger fares as matching funding.

Recipient will subtract income from fares, tickets, and passes whether pre-paid or post-paid, from the gross operating expenses of the service. Under this Agreement, State will bear the sum remaining after the amount of Recipient's required share of local matching funds is subtracted from the total project expenses. Recipient may not count the same costs twice if they have multiple agreements for which these costs may be eligible.

4. REPORTING and INVOICING REQUIREMENTS

Recipient will provide reporting information as prescribed by State on the vehicles purchased under this Agreement as long as the vehicles remain in public transportation service. Vehicle condition and mileage must be reported quarterly.

Recipient will submit a request for reimbursement in a format provided by State. Reimbursement requests must include the following: a cover letter and copies of all invoices associated with expenses identified for reimbursement. and pre-award and post-delivery certification forms documenting compliance to Altoona bus testing, Federal Motor Vehicle Safety Standards, Buy America, and Disadvantaged Business Enterprise requirements.

EXHIBIT B

FINANCIAL INFORMATION

The information below will assist auditors to prepare a report in compliance with the requirements of 2 CFR part 200, subpart F.

This Agreement is financed by the funding source indicated below:

Federal Program 9300.1A	Federal Funding Agency U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	CFDA Number 20.526 (5339)	Total Federal Funding \$136,000.00
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Administered By

Rail and Public Transit Division
555 13th Street NE
Salem, OR 97301-4179

EXHIBIT C

Insurance Requirements

GENERAL.

Recipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a subagreement when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which the Recipient is a Party.

TYPES AND AMOUNTS.

i. WORKERS COMPENSATION. Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than \$500,000 must be included.

ii. COMMERCIAL GENERAL LIABILITY. Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to State. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

iii. AUTOMOBILE Liability Insurance: Automobile Liability. Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

ADDITIONAL INSURED. The Commercial General Liability Insurance and Automobile Liability insurance must include State, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as

professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of: (i) the contractor's completion and Recipient's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and State may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If State approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE. The contractor or its insurer must provide 30 days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE. Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

EXHIBIT D

Summary of Federal Requirements and Incorporating by Reference Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement ("Master Agreement")

Recipient and Recipient's subrecipient(s), contractor(s), or subcontractor(s), at any tier, if any, must comply with all applicable federal requirements contained in the Certifications and Assurances available at www.transit.dot.gov. The Certifications and Assurances, including as they may be changed during the term of this Agreement, are by this reference incorporated herein.

Recipient further agrees to comply with all applicable requirements included in the Master Agreement that is signed and attested to by State. This Master Agreement is incorporated by reference and made part of this Agreement. Said Master Agreement is available upon request from State by calling (503) 986-3300, or at www.transit.dot.gov. Without limiting the foregoing, the following is a summary of some requirements applicable to transactions covered by this Agreement and the funds described in Exhibit A:

1. Recipient shall comply with Title VI of the Civil Rights Act of 1964 (78 State 252, 42 U.S.C. § 2000d) and the regulations of the United States Department of Transportation (49 CFR 21, Subtitle A). Recipient shall exclude no person on the grounds of race, religion, color, sex, age, national origin, or disability from the benefits of aid received under this Agreement. Recipient will report to State on at least an annual basis the following information: any active lawsuits or complaints, including dates, summary of allegation, status of lawsuit or complaint including whether the Parties entered into a consent decree.
2. Recipient shall comply with FTA regulations in Title 49 CFR 27 Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance which implements the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act of 1990, 49 CFR 37, and 49 CFR 38.
3. Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Recipient's DBE program, if applicable, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to State of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
4. Recipient must include the following language in each subagreement Recipient signs with a subcontractor or subrecipient:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The contractor, subrecipient, or subcontractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor, subrecipient, or subcontractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Recipient deems appropriate.

5. By executing the Agreement, Recipient and contractors receiving in excess of \$100,000 in federal funds, other than Indian tribes, certify to State that they have not and will not use federal funds to pay for influencing or attempting to influence an officer or employee of any federal department or Agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any federal grant, cooperative agreement or any other

federal award as well as the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, cooperative agreement, or other federal award. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. If non-federal funds have been used to support lobbying activities in connection with the Project, Recipient shall complete Standard Form LLL, Disclosure Form to Report Lobbying and submit the form to State at the end of each calendar quarter in which there occurs an event that requires disclosure. Restrictions on lobbying do not apply to influencing policy decisions. Examples of prohibited activities include seeking support for a particular application or bid and seeking a congressional earmark.

INTERGOVERNMENTAL AGREEMENT
Timber Road Detour
Columbia County

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State;" and COLUMBIA COUNTY, acting by and through its designated officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. OR 47, Tualatin Valley Highway, is a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission (OTC). A portion of Timber Road is part of the county road system under the jurisdiction and control of Agency.
2. 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.
3. State is conducting a project to replace Beaver Creek Bridge (Bridge No. 04950) on OR 47 (Key number 17522). The purpose of this Agreement is to obtain Agency's permission to use Agency's Timber Road as a detour route for the construction of the bridge.

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, State and Agency agree that Agency shall grant State access to Agency's right of way to establish a detour route, hereinafter referred to as "Detour Project," as required to complete State's OR 47: Beaver Creek Bridge Replacement project, hereinafter referred to as "State Project." The individual responsibilities of the Project are as outlined in "Exhibit A," attached hereto and by this reference made a part hereof. The location of the Detour Project is approximately as shown on the sketch map attached hereto, marked "Exhibit B," and by this reference made a part hereof.
2. State is solely responsible for all costs associated with the Detour Project. County shall not be liable for any expenditure under this Agreement.
3. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Project and final payment or two

(2) calendar years following the date all required signatures are obtained, whichever is sooner.

AGENCY OBLIGATIONS

1. Agency grants State the right to enter onto Agency right of way for the performance of duties as set forth in this Agreement. Agency grants permission for State to use Timber Road as a designated detour route as described in Exhibit A during the performance of State's Project.
2. Agency agrees to Agency Responsibilities described in Exhibit A. Except as specifically provided herein, Agency retains all statutory jurisdiction and road authority over Timber Road.
3. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
4. Agency's Project Manager for this Project is Mike Russell, Director, Columbia County Road Department, 1054 Oregon Street, St. Helens, Oregon 97051; telephone: (503) 366-3964; email: Michael.russell@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.

STATE OBLIGATIONS

1. State shall perform the work and agrees to the responsibilities described under State Responsibilities in Exhibit A.
2. State shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS [279C.505](#), [279C.515](#), [279C.520](#), [279C.530](#) and [279B.270](#) incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, State expressly agrees to comply with (i) [Title VI of Civil Rights Act of 1964](#); (ii) [Title V and Section 504 of the Rehabilitation Act of 1973](#); (iii) the [Americans with Disabilities Act of 1990](#) and ORS [659A.142](#); (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
3. State shall perform the service under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.

4. All employers, including State, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Agency shall ensure that each of its contractors complies with these requirements.
5. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of the current biennial budget.
6. State's Project Manager for this Project is Jayson Buchholz, Area 1 Project Manager, 422 Gateway, Suite 230, Astoria, Oregon 97103; telephone: (503) 325-4732; email: jayson.w.buchholz@odot.state.or.us, or assigned designee upon individual's absence. State 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 mutual written consent of both Parties.
2. Either Party may terminate this Agreement effective upon delivery of written notice to the other Party, or at such later date as may be established by that Party, under any of the following conditions:
 - a. If the other Party fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If the other Party fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from the other Party fails to correct such failures within ten (10) days or such longer period as other Party may authorize.
 - c. If either Party fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow that Party, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - d. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or either Party is prohibited from paying for such work from the planned funding source.
3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

4. 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.
5. 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 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.
6. 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.

7. The 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.
8. 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.
9. 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.

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 Follows

COLUMBIA COUNTY, by and through its
designated officials

By _____
Title:

Date _____

By _____
Title:

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
Agency Counsel

Date _____

Agency Contact:

Mike Russell, Director
Columbia County Road Department
1054 Oregon Street
St. Helens, Oregon 97501
(503) 366-3964
Michael.russell@co.columbia.or.us

STATE OF OREGON, by and through
its Department of Transportation

By _____
Region 2 Manager

Date _____

APPROVAL RECOMMENDED

By _____
Region 2 Project Delivery Manager

Date _____

By _____
Area 1 Manager

Date _____

State Contact:

Jayson Buchholz, Project Manager
ODOT Region 2, Area 1
422 Gateway, Suite 230
Astoria, Oregon 97103
(503) 325-4732
Jayson.w.buchholz@odot.state.or.us

EXHIBIT A

1. **Timeframe of Applicability**
 - a. Phase 1: Installation of safety features. Commencing on or about July 15, 2018 ODOT shall pave sections of Timber Road as agreed upon by State and Agency, stripe center lines and fog lines the length of the detour, and install mile post markers.
 - b. Phase 2: Use of Timber Road as a nighttime detour road. Commencing on or about August 6, 2018 and continuing through October 7, 2018, Timber Road will be a detour road twenty-four hours per day, seven days per week.
2. **State Responsibilities regarding Timber Road:**
 - a. Emergency road repair as needed.
 - b. Incident Response Management during the times the detour route is in effect as well as mutual assistance needed.
 - c. Repair of any roadway damage that is mutually agreed to be directly attributed to the use of Timber Road as the detour route.
3. **County Responsibilities:**

Assume maintenance of ODOT-installed signs and delineators following Project completion.
4. **Emergency Response:**

ODOT will convene a meeting by July 15, 2018 with Oregon State Police, Columbia County Sheriff, Washington County Sheriff, Vernonia Fire Department, Banks Fire Department, Columbia County 911 Center, and Washington County 911 Center to discuss emergency response for any incidents on Timber Road during the OR47: Beaver Creek Bridge Replacement Project.

EXHIBIT B



— Columbia County
detour section-Timber Rd

PERMIT AND HOLD HARMLESS AGREEMENT
for use of Columbia County Facilities

THIS AGREEMENT is by and between **CITY OF ST. HELENS**, hereinafter referred to as "Permittee," and **COLUMBIA COUNTY**, a political subdivision of the State of Oregon, hereinafter referred to as "County," for the use of a County Facility, as follows:

Name of Facility: Courthouse Plaza
Address of Facility: Columbia County Courthouse, 230 Strand, St. Helens, Oregon
Name of Event: 4th of July Event
Description of the Event: Meeting place for fun run and afternoon games. Permittee will use the Courthouse Plaza
Date and Time of the Event: 8 a.m. – 7 p.m. July 4, 2018.

In consideration of the permission given by County for Permittee to use the County Facility for the above-described Event, Permittee agrees to release, indemnify, defend and hold harmless the County, its officers, agents and employees, successors and assigns against all liability, loss, and costs arising from actions, suits, claims, or demands, except when due to the County's sole negligence, arising in any manner out of the use of such facilities by Permittee, its officers, agents, employees, members or invited guests.

In addition, Permittee agrees to provide a certificate of insurance in an amount of not less than \$2,000,000 per occurrence to protect County, its officers, agents, and employees. Permittee shall provide County a certificate or certificates of insurance in the amounts described above which names Columbia County, its officers, agents and employees as additional insureds at least 30 days in advance of the event. Such certificate or certificates shall be accompanied by an additional insured endorsement containing the same language. Permittee shall notify County immediately if any insurance coverage required by this paragraph will be canceled, not renewed or modified in any material way.

Permittee agrees to maintain adequate trash and recycling containers, which shall be equipped with fully closeable lids and shall be fully closed, unless being immediately filled or emptied. All trash shall be placed in the approved containers. Permittee further agrees to remove all equipment, personal property, trash or other debris from County property at the conclusion of each event at its own expense not later than 8 a.m. on the morning following the event. Permittee acknowledges that in the interest of public health, safety or welfare, the County may, at its sole discretion, revoke this permit and/or require removal of equipment or other personal property from County property. Unless otherwise agreed to in writing, this permit does not entitle the permittee to exclusive use of County property, nor does it entitle permittee to sublet or charge a fee for use of County property.

PERMITTEE:
City of St. Helens
265 Strand Street
St. Helens, Oregon 97051

BOARD OF COUNTY COMMISSIONERS FOR
COLUMBIA COUNTY, OREGON:

By: Shane Duggan
(Signature of Authorized Representative)

By: _____
Chair


Name: Shane Duggan
(Name of Authorized Representative)

Date: _____

Date: 6/22/18

For 7/4/18

CERTIFICATE OF COVERAGE


Agent Hagan Hamilton Insurance, Inc. PO Box 847 McMinnville, OR 97128	This certificate is issued as a matter of information only and confers no rights upon the certificate holder other than those provided in the coverage document. This certificate does not amend, extend or alter the coverage afforded by the coverage documents listed herein.	 citycounty insurance services
Named Member or Participant City of St. Helens P. O. Box 278 St. Helens, OR 97051	Companies Affording Coverage COMPANY A - CIS COMPANY B - National Union Fire Insurance Company of Pitts, PA COMPANY C - RSUI Indemnity	

LINES OF COVERAGE

This is to certify that coverage documents listed herein have been issued to the Named Member herein for the Coverage period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which the certificate may be issued or may pertain, the coverage afforded by the coverage documents listed herein is subject to all the terms, conditions and exclusions of such coverage documents.

Type of Coverage	Company Letter	Certificate Number	Effective Date	Termination Date	Coverage	Limit
General Liability	A	18LSTH	7/1/2018	7/1/2019	General Aggregate:	\$30,000,000
X Commercial General Liability					Each Occurrence:	\$10,000,000
X Public Officials Liability						
X Employment Practices						
X Occurrence						
Auto Liability	A	18LSTH	7/1/2018	7/1/2019	General Aggregate:	None
X Scheduled Autos					Each Occurrence:	\$10,000,000
X Hired Autos						
X Non-Owned Autos						
Auto Physical Damage	A	18APDSTH	7/1/2018	7/1/2019		
X Scheduled Autos						
X Hired Autos						
X Non-Owned Autos						
X Property	A	18PSTH	7/1/2018	7/1/2019		Per Filed Values
X Boiler and Machinery	A	18BSTH	7/1/2018	7/1/2019		Per Filed Values
Excess Liability						
X Excess Crime	B	18ECSTH	7/1/2018	7/1/2019	Per Loss:	\$500,000
X Excess Earthquake	C	18EQSTH	7/1/2018	7/1/2019	Each Occurrence:	\$5,000,000
X Excess Flood	C	18FSTH	7/1/2018	7/1/2019	Each Occurrence:	\$5,000,000
Difference in Conditions						
Excess Cyber Liability						
Workers' Compensation						

Description:
 Columbia County, its officers, agents and employees are named as additional members with respect to the Fun Run to be held at the Plaza Park on July 4th, 2018

Certificate Holder: Columbia County, Oregon 230 Strand, Room 318 St. Helens, OR 97051	CANCELLATION: Should any of the coverage documents herein be cancelled before the expiration date thereof, CIS will provide 30 days written notice to the certificate holder named herein, but failure to mail such notice shall impose no obligation or liability of any kind upon CIS, its agents or representatives, or the issuer of this certificate. By:  Date: 6/21/2018
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- (4) Sums sought or awarded for claims of unjust enrichment, money had and received or replevin.
 - (5) Sums due to taxing authorities, insurance programs, or retirement plans as a result of an award of damages or claim settlement.
 - (6) Fines or penalties assessed to the Member for non-payment of taxes, insurance contributions or retirement plan contributions.
- G. **"Employee benefit programs"** shall mean group life insurance, group health insurance, profit sharing plans, pension plan, employee stock subscription plans, workers' compensation, unemployment insurance, social security, disability benefits insurance and travel, savings or vacation plans.
- H. **"Fungus or fungi"** includes but is not limited to any form or type of mold, mushroom or mildew.
- I. **"Hazardous properties"** means radioactive, toxic or explosive properties.
- J. **"Hospital" or "nursing home"** means any facility with an organized medical staff, with permanent facilities that include inpatient beds and with medical services, including physician services and continuous nursing services under the supervision of registered nurses, to provide diagnosis and medical or surgical treatment including but not limited to providing treatment for 1) acutely ill patients and accident victims, 2) mentally ill patients or 3) patients in special inpatient care facilities. However, in-patient care facilities incidental to correctional facilities shall not be considered a **hospital** or **nursing home**.
- K. **"Member"** means the entity named on the declarations page and its officers, employees and agents including volunteers, authorized to act on behalf of the **named member**, all acting within the scope of their employment or duties whether arising out of a governmental or proprietary function. **The term member shall also include additional members to the extent coverage is afforded under the definition of additional member.**
- (1) **"Named member"** means the entity named as such on the Declarations page of the coverage agreement,
 - (2) **"Additional member"** means any party whom a public body covered under this coverage agreement has agreed to hold harmless, indemnify or defend pursuant to a contract or other agreement lawfully entered into by such public body. However, in no event shall coverage under this coverage agreement extend to such party for any claim arising out of an occurrence after the expiration of this coverage agreement or the expiration of the contract or agreement entered into by the public body, whichever shall occur first. Further, in no event shall coverage under this coverage agreement extend to such party for any claim, however or whenever asserted, arising out of such party's sole negligence. Except as specified in this paragraph, such party shall have no rights under the **Trust Agreement, Bylaws or Rules of the Trust**. The term "additional insured" if used on a certificate of coverage, shall be understood to mean the same as **additional member**.
- L. **"Nuclear Facility"** means:
- (1) Any nuclear reactor;
 - (2) Any equipment or device designed or used for: