



BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON

Wednesday, November 7, 2018
10:00 a.m. - Room 308

BOARD MEETING AGENDA

CALL TO ORDER/FLAG SALUTE

MINUTES:

Minutes, October 31, 2018 Board meeting.
Minutes, October 31, 2018 Work Session

VISITOR COMMENTS - 5 MINUTE LIMIT

CONSENT AGENDA:

- (A) Ratify the Select to Pay for the week of 11.05.18.
- (B) Cancel the November 14, 2018 Board meeting and Work Session.
- (C) Order No. 42-2018, "In the Matter of Conveying Certain Real Property in St. Helens, Oregon, to William L. Lain and Zaneta Lain; Tax Map ID No. 5N1W33-DD-10104 and Tax Account No. 13674".
- (D) Order No. 49-2018, "In the Matter of Declaring Certain Personal Property Owned by Columbia County to be Surplus to the County's Needs and Directing the Disposal or Sale Thereof".
- (E) Quitclaim Deed to William L. Lain and Zaneta Lain; Tax Map ID No. 5N1W33-DD-10104 and Tax Account No. 13674 and authorize the Chair to sign.

AGREEMENTS/CONTRACTS/AMENDMENTS:

- (F) C103-2018 - Personal Services Contract with Helion Software, Inc. for Electronic Recording Services in the Clerk's office.
- (G) C111-2018 Public Services Contract with Cardinal Services Inc.

DISCUSSION ITEMS:

- Janet Evans - Amendment to Juvenile Crime Prevention Plan

COMMISSIONER HEIMULLER COMMENTS:

COMMISSIONER MAGRUDER COMMENTS:

COMMISSIONER TARDIF COMMENTS:

EXECUTIVE SESSION:

Pursuant to ORS 192.640(1), the Board of County Commissioners reserves the right to consider and discuss, in either open session or Executive Session, additional subjects which may arise after the agenda is published.

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

In the Matter of Conveying Certain Real Property)
in St. Helens, Oregon, to William L. Lain and)
Zaneta Lain; Tax Map ID No. 5N1W33-DD-10104) ORDER NO. 42-2018
and Tax Account No. 13674)

WHEREAS, on October 11, 2006 *nunc pro tunc* October 3, 2006, the Circuit Court of the State of Oregon for the County of Columbia entered of record the General Judgment in *Columbia County v. Lowrey, David, et. al.*, Case No. 06-2433; and

WHEREAS, on October 22, 2008, pursuant to that General Judgment, Seller acquired foreclosed real property, including that certain parcel of land situated in St. Helens, Oregon, having Tax Map ID No. 5N1W33-DD-10104 and Tax Account No. 13674 (the "Property"), by deed recorded as document number 2008-9839 in the Columbia County deed records; and

WHEREAS, the Property is depicted on Exhibit A hereto, and is more specifically described in the draft quitclaim deed attached as Exhibit B hereto (the "Quitclaim Deed"), which is incorporated by reference herein; and

WHEREAS, the County offered the Property for sale at auction on December 4, 2014, with a minimum bid of \$36,842.00, and no offers were received; and

WHEREAS, pursuant to ORS 275.200(2), the County may sell and convey the Property without further public notice for not less than 15% of the minimum bid at auction; and

WHEREAS, and the County has contracted with Robert J. Braud to act as a principal broker on behalf of the County as to the Property, with Mr. Braud referred to as the County Realtor herein;

WHEREAS, Buyers' Due Diligence period has ended and Buyers have paid the purchase price in full as set forth in the Agreement; and

WHEREAS, Buyer has offered to purchase the Property for \$20,000.00, an amount exceeding the 15% minimum bid; and

WHEREAS, County policy provides that Buyers of tax foreclosed properties shall pay a \$145.00 administrative fee (the "Administrative Fee") in addition to the agreed upon purchase price; and

WHEREAS, Seller intends to sell the Property to Buyer on the terms and conditions set forth in the Purchase and Sale Agreement.

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

1. Pursuant to ORS 275.200(2), the Board of County Commissioners authorizes the sale of the above-described Property to William L. Lain and Zaneta Lain, for \$20,000.00, plus an administrative fee in the amount of \$145.00.

2. The Board of County Commissioners will convey the Property by Quitclaim Deed in a form substantially the same as Exhibit B.

3. The fully-executed Quitclaim Deed shall be recorded in the County Clerk deed records by Columbia County.

4. Upon recording of the Quitclaim Deed, the County's principal broker shall be paid commission in the amount of \$1,000.

DATED this ____ day of _____, 2018.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

Approved as to form:

By: _____
Margaret Magruder, Chair

By: _____
Office of County Counsel

By: _____
Henry Heimuller, Vice Chair

By: _____
Alex Tardif, Commissioner

EXHIBIT A

Tax Account No. 13674

Map



EXHIBIT B

AFTER RECORDING, RETURN TO GRANTEE:

William L. Lain and Zaneta Lain
295 N. 7th Street
St. Helens, OR 97051

Until a change is requested, all tax statements shall be sent to Grantee at the above address.

QUITCLAIM DEED

The **COUNTY OF COLUMBIA**, a political subdivision of the State of Oregon, hereinafter called Grantor, for the consideration hereinafter stated, does hereby release and quitclaim unto William L. Lain and Zaneta Lain, as Tenants in the Entirety, hereinafter called Grantee, all right, title and interest in and to that certain parcel of real property identified in Columbia County records as Map ID No. 5N1W33-DD-10104 and Tax Account No. 13674, and more particularly described on Exhibit A hereto.

The true and actual consideration for this conveyance is \$20,145.00.

This conveyance is subject to the following exceptions, reservations and conditions:

- 1) This property is conveyed AS-IS without covenants or warranties, subject to any municipal liens, easements and encumbrances of record.
- 2) All rights to any County, public, forest or Civilian Conservation Corps roads are hereby reserved for the benefit of Columbia County, Oregon.
- 3) All rights to any minerals, mineral rights, ore, metals, metallic clay, aggregate, oil, gas or hydrocarbon substances in, on or under said property, if any, including underground storage rights, surface mining, and also including the use of such water from springs, creeks, lakes or wells to be drilled or dug upon the premises as may be necessary or convenient for such exploration or mining operations, as well as the conducting of operations related to underground storage and production of gaseous substances on the property, are specifically excepted, reserved and retained for the benefit of Columbia County, Oregon, together with the right of ingress and egress thereto for the purpose of exercising the rights hereby excepted, reserved and retained.

This conveyance is made pursuant to Board of County Commissioners Order No. 42-2018 adopted on the ____ day of _____, 2018, and filed in Commissioners Journal at Book ____, Page ____.

EXHIBIT A

**Legal Description for Map ID No 5N1W33-DD-10104 and
Tax Account No. 13674**

The East half of Lot 10; the East half of Lot 11 and the Westerly 5 feet of even width of Lots 12 and 13, all in Block 62, St. Helens.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

In the Matter of Declaring Certain Personal
Property Owned by Columbia County to be
Surplus to the County's Needs and Directing the
Disposal or Sale Thereof

ORDER NO. 49-2018

[Road Department Paint Striper]

WHEREAS, the Columbia County Road Department has determined that the County's Paint Striper (E-672 1994 White GMC Model WX42; VIN# 4V2DAFMD2RN669317), which is valued at \$10,000, is no longer needed for use by Columbia County and should be declared surplus and disposed of in accordance with the Columbia County Public Contracting Rules (Ordinance No. 2015-2, as amended); and

WHEREAS, under the Columbia County Public Contracting Rules (Ordinance No. 2015-2, as amended), items that the County no longer needs may be declared surplus and disposed of by certain approved methods; and

WHEREAS, the Road Department proposes to dispose of the surplus property by first offering the items to other public entities and then by public auction to the highest bidder, both of which are approved methods under the County's Public Contracting Rules;

NOW, THEREFORE, THE BOARD OF COUNTY COMMISSIONERS HEREBY ORDERS:

1. The property identified is declared surplus to the County's needs.
2. The property identified shall be offered to other public entities and/or sold at public auction.
3. The Finance Director is authorized to sign titles transferring the ownership of the vehicles.

DATED this ____ day of _____, 2018.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____
Margaret Magruder, Chair

Approved as to form

By: _____
Henry Heimuller, Commissioner

By: _____
Office of County Counsel

By: _____
Alex Tardif, Commissioner

AFTER RECORDING, RETURN TO GRANTEE:

William L. Lain and Zaneta Lain
295 N. 7th Street
St. Helens, OR 97051

Until a change is requested, all tax statements shall be sent to Grantee at the above address.

QUITCLAIM DEED

The **COUNTY OF COLUMBIA**, a political subdivision of the State of Oregon, hereinafter called Grantor, for the consideration hereinafter stated, does hereby release and quitclaim unto William L. Lain and Zaneta Lain, as Tenants in the Entirety, hereinafter called Grantee, all right, title and interest in and to that certain parcel of real property identified in Columbia County records as Map ID No. 5N1W33-DD-10104 and Tax Account No. 13674, and more particularly described on Exhibit A hereto.

The true and actual consideration for this conveyance is \$20,145.00.

This conveyance is subject to the following exceptions, reservations and conditions:

- 1) This property is conveyed AS-IS without covenants or warranties, subject to any municipal liens, easements and encumbrances of record.
- 2) All rights to any County, public, forest or Civilian Conservation Corps roads are hereby reserved for the benefit of Columbia County, Oregon.
- 3) All rights to any minerals, mineral rights, ore, metals, metallic clay, aggregate, oil, gas or hydrocarbon substances in, on or under said property, if any, including underground storage rights, surface mining, and also including the use of such water from springs, creeks, lakes or wells to be drilled or dug upon the premises as may be necessary or convenient for such exploration or mining operations, as well as the conducting of operations related to underground storage and production of gaseous substances on the property, are specifically excepted, reserved and retained for the benefit of Columbia County, Oregon, together with the right of ingress and egress thereto for the purpose of exercising the rights hereby excepted, reserved and retained.

This conveyance is made pursuant to Board of County Commissioners Order No. 42-2018 adopted on the ____ day of _____, 2018, and filed in Commissioners Journal at Book ____, Page ____.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

IN WITNESS WHEREOF, the Grantor has executed this instrument this ____ day of _____, 2018.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

Approved as to form

By: _____
Margaret Magruder, Chair

By: _____
Office of County Counsel

STATE OF OREGON)
) ss.
County of Columbia)

ACKNOWLEDGMENT

This instrument was acknowledged before me on the ____ day of _____, 2018, by Margaret Magruder, Chair, Board of County Commissioners of Columbia County, Oregon, on behalf of which the instrument was executed.

Notary Public for Oregon

EXHIBIT A
Legal Description for Map ID No 5N1W33-DD-10104 and
Tax Account No. 13674

The East half of Lot 10; the East half of Lot 11 and the Westerly 5 feet of even width of Lots 12 and 13, all in Block 62, St. Helens.

PERSONAL SERVICES CONTRACT
FOR ELECTRONIC RECORDING SERVICES

This Agreement is made and entered into by and between COLUMBIA COUNTY, a political subdivision of the State of Oregon, hereinafter referred to as "County", and Helion Software, Inc., hereinafter referred to as "Contractor".

WITNESSETH:

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

1. Effective Date. This Agreement is effective on the date last signed, below, and shall be retroactive to July 1, 2018.
2. Completion Date. The completion date for this Agreement shall be no later than June 30, 2019 (the "original term"), unless earlier terminated as provided herein. The parties may, by mutual agreement in writing, extend this Agreement beyond the scheduled completion date.
3. Contractor's Services. During the original term, the Contractor agrees to provide the services described in the Scope of Services, a copy of which is attached hereto, labeled Exhibit "A" and incorporated herein by this reference. In each year of this Agreement after the original term, the Contractor shall submit any change to the Scope of Services. Upon agreement as to the Scope of Services and the consideration for such services, this Contract shall be amended to incorporate such Scope of Services and compensation. In case of conflict between the Scope of Services and this Agreement, this Agreement shall control.
4. Consideration. County shall pay Contractor on a fee for service basis, for services provided during the term of the Agreement in the amount of zero (\$0). Contractor may charge fees to Submitter to compensate Contractor for the services provided herein. This fee shall include all expenses. Payment shall be made monthly within 30 days of receipt of an invoice from Contractor. This Agreement is contingent upon and subject to the ORCATS Counties Transition Contract. This Agreement is subject to the appropriation of funds by County, and/or the receipt of funds from state and federal sources. In the event sufficient funds shall not be appropriated, and/or received, by County for the payment of consideration required to be paid under this Agreement, then County may terminate this Agreement in accordance with Section 16 of this Agreement.

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

Betty Huser
Columbia County Clerk
Columbia County Courthouse
St. Helens, Oregon 97051

Murray A. Giesbrecht, CEO
Helion Software, Inc.
4263 Commercial Street. SE, Ste 300
PO BOX 3506
Salem, Oregon 97302

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

6. Permits - Licenses. Unless otherwise specified, Contractor shall procure all permits and licenses, pay all charges and fees and give all notices necessary for performance of this Agreement prior to commencement of work.
7. Compliance with Codes and Standards. It shall be the Contractor's responsibility to demonstrate compliance with all applicable building, health and sanitation laws and codes, and with all other applicable Federal, State and local acts, statutes, ordinances, regulations, provisions and rules. Contractor shall engage in no activity which creates an actual conflict of interest or violates the Code of Ethics as provided by ORS Chapter 244, or which would create a conflict or violation if Contractor were a public official as defined in ORS 244.020.
8. Reports. Contractor shall provide County with periodic reports about the progress of the project at the frequency and with the information as prescribed by the County.
9. Independent Contractor. Contractor is engaged hereby as an independent contractor and shall not be considered an employee, agent, partner, joint venturer or representative of County for any purpose whatsoever. County does not have the right of direction or control over the manner in which Contractor delivers services under this Agreement and does not exercise any control over the activities of the Contractor, except the services must be performed in a manner that is consistent with the terms of this Agreement. County shall have no obligation with respect to Contractor's debts or any other liabilities of Contractor. Contractor shall be responsible for furnishing all equipment necessary for the performance of the services required herein. In addition:
- A. Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Agreement.
 - B. This Agreement is not intended to entitle Contractor to any benefits generally granted to County employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Agreement to the Contractor are vacation, holiday and sick leave, other leaves with pay,

tenure, medical and dental coverage, life and disability insurance, overtime, social security, workers' compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Public Employees Retirement System).

- C. The Contractor is an independent contractor for purposes of the Oregon workers' compensation law (ORS Chapter 656) and is solely liable for any workers' compensation coverage under this Agreement. If the Contractor has the assistance of other persons in the performance of the Agreement, the Contractor shall qualify and remain qualified for the term of this Agreement as a carrier-insured or self-insured employer under ORS 656.407. If the Contractor performs this Agreement without the assistance of any other person, unless otherwise agreed to by the parties, Contractor shall apply for and obtain workers' compensation insurance for himself or herself as a sole proprietor under ORS 656.128.

10. Statutory Provisions. Pursuant to the requirements of ORS 279B.220 through 279B.235 and Article XI, Section 10 of the Oregon Constitution, the following terms and conditions are made a part of this Agreement:

A. Contractor shall:

- (1) Make payment promptly, as due, to all persons supplying to Contractor labor or material for the prosecution of the work provided for in this Agreement.
- (2) Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or any subcontractor incurred in the performance of this Agreement.
- (3) Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
- (4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

B. Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness and injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that Contractor collects or deducts from the wages of employees under any law, contract or agreement for the purpose of providing or paying for such services.

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

of this agreement. This indemnity does not apply to claims, suits or actions arising solely out of the negligent acts or omissions of the County, its officers, agents or employees.

15. Insurance. Contractor shall maintain comprehensive general liability and property damage insurance in an amount of not less than \$2,000,000.00 combined single limit to protect County, its officers, agents, and employees. Contractor shall provide County a certificate or certificates of insurance in the amounts described above which names County, its officers, agents and employees as additional insureds. Such certificate or certificates shall include a statement by the insurer that County shall be given no less than thirty (30) days advance written notification if the policy is going to expire, be terminated, cancelled or modified in any material way. Contractor shall notify County immediately upon notification to Contractor that any insurance coverage required by this paragraph will be canceled, not renewed or modified in any material way. Such certificate or certificates shall be accompanied by an additional insured endorsement. In addition, Contractor shall maintain errors and omissions insurance of not less than \$2,000,000 to protect County, its officers, agents, and employees.

16. Termination. This Agreement may be terminated at any time in whole or in part by mutual consent of both parties, or by either party, with or without cause, upon forty-five (45) days advance written notice delivered by registered or certified mail, or in person, to the other party. The County may terminate this Agreement, effective upon delivery of written notice to Contractor, or at such later date as may be established by the County under the following conditions:
 - A. If Contractor fails to perform the work in a manner satisfactory to County.
 - B. If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
 - C. If funding becomes inadequate to allow the work to continue in accordance with the project schedule.

In case of termination, Contractor shall be required to repay to County the amount of any funds advanced to Contractor which Contractor has not earned or expended through the provision of services in accordance with this Agreement. However, Contractor shall be entitled to retain all costs incurred and fees earned by Contractor prior to that termination date, and any amounts remaining due shall be paid by County not to exceed the maximum amount stated above and decreased by any additional costs incurred by County to correct the work performed. The rights and remedies of the County related to any breach of this Agreement by Contractor shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement. Any termination of this Agreement shall be without

prejudice to any obligations or liabilities of either party already accrued before such termination.

17. **Tax Compliance.** Contractor hereby certifies, under penalty of perjury, as provided in ORS 305.385(6), that to Contractor's knowledge, Contractor is not in violation of any of the tax laws of this state or political subdivision of this state, including but not limited to ORS 305.380(4).
18. **Time of the Essence.** The parties agree that time is of the essence in this Agreement.
19. **Ownership of Documents.** All documents of any nature and/or electronic data including, but not limited to, working papers, reports, material necessary to understand the documents and/or data, drawings, works of art and photographs, produced, prepared and/or compiled by Contractor pursuant to this Agreement are the property of County, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to County all rights of reproduction and the copyright to all such documents.
20. **Mediation.** In the event of a dispute between the parties arising out of or relating to this Contract, the parties agree to submit such dispute to a mediator agreed to by both parties as soon as practicable after the dispute arises, and preferably before commencement of litigation of any permitted arbitration. The parties agree to exercise their best efforts in good faith to resolve all disputes in mediation.
21. **Choice of Law.** This Agreement shall be governed by the laws of the State of Oregon.
22. **Venue.** Venue relating to this Agreement shall be in the Circuit Court of the State of Oregon for Columbia County, located in St. Helens, Oregon.
23. **Attorneys' Fees.** In the event an action, suit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall be responsible for its own attorneys' fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.
24. **Severability.** If any provision of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holdings shall not affect the validity of the remaining portions hereof.
25. **No Third-Party Rights.** This Agreement is solely for the benefit of the parties to this Agreement. Rights and obligations established under this Agreement are not intended to benefit any person or entity not a signatory hereto.

26. ENTIRE AGREEMENT. THIS AGREEMENT (INCLUDING CONTRACTOR'S PROPOSAL) CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. CONTRACTOR, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE(S) BELOW, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

CONTRACTOR

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

Name: _____

By: _____
Margaret Magruder, Chair

By: _____

By: _____
Henry Heimuller, Commissioner

Title: _____

Date: _____

By: _____
Alex Tardif, Commissioner

Date: _____

Approved as to form

By: _____
Office of County Counsel

Exhibit "A"

SUPPLEMENTARY TERMS AND CONDITIONS

1. Definitions.

1.1 ACH means Automatic Clearing House.

1.2 Disruption means any event, including equipment or computer software malfunction, resulting in County's inability to record a document submitted for recording that same day before the County's close of business.

1.3 Electronic Recording means the electronically-based submittal of documents by or through Contractor to County and electronically-based receipt of confirmation of recording from County to Contractor or its Submitter.

1.3.1 Such transactions are categorized by four different levels of automation, described as follows:

1.3.1.1 Level 1. The Submitter transmits scanned images of ink-signed documents to Contractor.

1.3.1.1.1 Contractor then transmits the scanned image to County along with an electronic transfer of funds to cover the recording fees.

1.3.1.1.2 Upon receipt of the scanned image from Contractor, County performs an electronic examination of the imaged documents then completes the recording process in the same manner as paper submittals, using the imaged copy as the source document.

1.3.1.1.3 After completing the recording process, County electronically sends Contractor the electronic endorsement in the form of a label or printing process in order for Submitter to append that information to the original paper document.

1.3.1.2 Level 2. Submitter completes all steps listed for Level 1 but also transmits the electronic indexing information to Contractor.

1.3.1.2.1 Contractor transmits the scanned image and index data to County along with an electronic transfer of funds to cover the recording fees.

- 1.3.1.2.2 Upon receipt of the scanned image from Contractor, County performs an electronic examination of the imaged documents and indexing data, and then completes the recording process in the same manner as paper submittals, using the imaged copy as the source document.
- 1.3.1.2.3 After completing the recording process, County electronically sends Contractor the electronic version of the recorded document along with the electronic recording data.
- 1.3.1.2.4 The County may also electronically send the electronic version of the recorded document to the grantor or grantee if requested by Submitter.
- 1.4 Contractor Intellectual Property means any intellectual property owned by Contractor and developed independently from the services provided by Contractor under this Agreement.
- 1.5 Electronic Indexing Information means the information in electronic form necessary for the County Clerk to comply with ORS 205.160.
- 1.6 Legible means a clear, readable image – including signatures and notary seals – and in which all portions of each page are captured.
- 1.7 Normal business days and hours means days and hours that the County Clerk’s office is open for public business and shall not include weekends, holidays or any other day or time that County is closed for public business.
- 1.8 PRIA means the Property Records Industry Association.
- 1.9 Smart document means a single object containing the electronic version of the document in such a way that enables the electronic extraction of data from the object.
- 1.10 Submitter means an organization or an individual, such as a title company, or a third party aggregator, such as Simplifile, with which Contractor has contracted to provide electronic documents to County that qualify for filing or recording with the County Clerk.
- 1.11 Third Party Intellectual Property means any intellectual property owned by parties other than County or Contractor.
- 1.12 Work Product means every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights

therein that Contractor is required to deliver to County pursuant to the Work.

2. Program Requirements.

County's electronic recording program (the "*Program*") is defined by the following requirements:

- 2.1 County will accept Level 1 and 2 documents.
- 2.2 Contractor shall provide documents to County for electronic recording using the file format standard in the PRIA "eRecording XML iGuide" dated May 2007, and any revisions adopted by PRIA thereafter.
- 2.3 Images shall be in single-page Group IV TIFF format.
- 2.4 Communications protocol shall be TCP/IP, HTTP and HTTPS.
- 2.5 Encryption shall be 128-bit file and image encryption. All file transmissions will be encrypted using digital certificates via SSL through password protected web services.
- 2.6 Contractor shall require Submitter to confirm that original dated notary signatures and seals are present on the original documents.
- 2.7 County may reject any document lacking a dated notary signature or seal, where notarization is required.
- 2.8 Contractor shall assure that all documents have been scanned to conform to Oregon law and County's requirements.
- 2.9 Contractor shall assure that all document images will be captured as single-page, Group IV TIFF images.
- 2.10 Contractor shall require Submitter to confirm that all scanned documents are legible as required by ORS 205.135.
- 2.11 Contractor shall require Submitter to confirm that printed text in all documents contains the font size required by Oregon law.
- 2.12 Contractor shall require Submitter to confirm that all documents include margins conforming to Oregon law and County's requirements for top, side and bottom margins.

- 2.13 Contractor shall require Submitter to assure that all deeds include grantee's mailing address.
- 2.14 Contractor shall require Submitter to assure that all documents are in English or include the appropriate certification as required by Oregon law.
- 2.15 Document types that County may accept for electronic recording are listed on Section 8, below.
- 2.16 At any time during the Contract period, County may add documents that County may accept for electronic recording by submitting to Contractor an additional written list of the additional documents.
- 2.17 All documents submitted by Contractor will conform to Oregon law and County's requirements for indexing data. Such requirements may include without limitation the following index fields:
 - 2.17.1 Document type
 - 2.17.2 Document date
 - 2.17.3 Submitter information – Business name
- 2.18 After recording electronically submitted documents, County may, at its discretion, return such documents to Contractor, the Submitter, the grantor or the grantee.
 - 2.18.1 County shall provide confirmation of recordation by including the document image.
 - 2.18.2 County reserves the right to make changes to the index at a later date.
- 2.19 County shall electronically return rejected documents to Contractor together with the reason(s) for rejection in accordance with state law and County policy.
- 2.20 Contractor shall assure that submitted documents conform to all additional requirements, if any, specified in Section 8, below.
- 2.21 Contractor shall assure that its contracts with Submitters relieves County of liability for any malfunction of the County's software and hardware necessary for electronic filing and recording, and for any errors in the submission of documents provided to County for electronic filing.
- 2.22 Contractor warrants that Contractor's software shall not cause County's software, hardware or electronic records system to malfunction in any way.

2.23 Ownership of Intellectual Property.

- 2.23.1 All Work Product created by Contractor, including derivative works and compilations, and whether or not such Work Product is considered a “work made for hire,” shall be the exclusive property of Contractor.
- 2.23.2 Contractor hereby grants to County an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display Contractor Intellectual Property and the pre-existing elements of the Contractor Intellectual Property.
- 2.23.3 In the event that Work Product created by Contractor under this Contract is:
 - (i) Third Party Intellectual Property,
 - (ii) A derivative work based on Third Party Intellectual Property, or
 - (iii) A compilation that includes Third Party Intellectual Property,Contractor shall secure on County’s behalf and in the name of County an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property and the pre-existing elements of the Third Party Intellectual Property employed in the Work Product, and to authorize others to do the same on County’s behalf.

2.24 Submitters shall have no rights under this contract as third party beneficiaries.

3. County’s Duties.

- 3.1 Availability. County shall process electronically submitted documents during normal business hours on normal business days.
- 3.2 Recording Priority. Subject to staff availability and resources, County shall process recordable documents in the order they are received, either physically or electronically, in the County Clerk’s office.
 - 3.2.1 For purposes of order of recording, County staff shall, periodically throughout the normal business day, access the file County designates for receipt of electronic documents and upon doing so, if an electronic document from Contractor has been received therein, the moment that staff accesses the repository file shall be deemed the time County receives the electronic document.
 - 3.2.2 Documents received by County on any normal business day after 4:00 p.m. will be processed on the next business day in the order they were received.

- 3.2.3 Any document transmitted by Contractor and shown in the computer file County designates for receipt of electronic documents as having been received by County prior to 4:00 pm County shall record on that same normal business day if those documents meet all requirements for recording.
- 3.3 Disruptions. County will attempt to notify Contractor of any disruption in service.
- 3.4 System Maintenance.
- 3.4.1 In accordance with County Information Technology Department procedures, County will, subject to available resources, attempt in good faith to maintain its software and hardware required to operate County's electronic recording capability.
- 3.4.2 The County reserves the right to decline upgrades, modifications or other work on its software or hardware.
- 3.4.3 County shall not be liable to Contractor for any damages resulting from failure of such software or hardware or any delay in recording a document submitted to the County Clerk by Contractor because of any failure of County software or hardware.
- 3.5 Priority. County shall record documents submitted electronically in the same order as if those documents were submitted through the manual recording process.
- 3.6 Fees. County shall not charge the Contractor or add to its fee schedule any fees or costs to Contractor of any kind for electronic recording by or through Contractor that would add to the recording fees if such documents were submitted to the County Clerk manually so long as the County is not charged any fees or costs by the Contractor for the use of Contractor's services for electronic recording by or through Contractor.
- 3.7 No Infringement. County and its agents shall not attempt to hack, reverse engineer, inspect, copy, or use for any purpose other than the recording of documents, any hardware, software, or digital data belonging to Contractor or used in the electronic recording process.
- 3.8 Authority for Electronic Recording. The County agrees that ORS Chapter 84, the Uniform Electronic Transaction Act, and ORS 93.804 authorize electronic transactions in the State of Oregon.

3.9 Reliance on Contractor. The County acknowledges its reliance on the Contractor and Submitters for compliance with the applicable laws and regulations regarding recordation and the Program and the parties agree that Contractor will hold County harmless for any damages resulting there from.

4. Contractor's Duties.

4.1 Services Provided.

4.1.1 Contractor shall facilitate, through its proprietary technology or otherwise, the electronic filing/recording with County by Submitters of documents that are legally authorized to be received, filed and recorded in the County's official records.

4.1.2 Contractor agrees to submit for recording, electronic documents together with the applicable recording fees, on behalf of Submitters the records listed in Exhibit E, attached and incorporated by reference herein..

4.2 No Infringement. Contractor shall not attempt to hack, reverse engineer, inspect, copy, or use for any other purpose, any hardware, software, or digital data belonging to County or used in the electronic recording process.

4.3 Original Documents. Contractor acknowledges that (i) electronic recording permits documents and records shall be prepared, signed and transmitted in electronic format; and (ii) County shall treat electronically recorded documents and records bearing digital or electronic signatures submitted by Contractor pursuant to this agreement with the same intended legal effect as it does the recording of properly prepared and acknowledged paper documents.

4.4 Responsibility for Conformity. Electronic recordings by or through Contractor shall conform to the requirements of the State of Oregon and County.

4.5 Technical Coordination. Contractor shall be responsible for coordinating all technical problems and issues between County and Contractor and/or Contractor's Submitters.

4.6 Interface. Contractor shall be responsible for designing, implementing, maintaining and upgrading its electronic recording interfaces and for the functionality of that interface with all applicable County recording systems. Alternatively, Contractor shall contract with a County-approved software provider to provide such interface.

4.7 Submitter Compliance. Contractor shall ensure that its Submitters that submit electronic recordings through Contractor fully comply with the terms and provisions of this Contract.

4.8 Recording Fee Payment.

4.8.1 Contractor or designated Submitter shall electronically transfer funds via ACH procedures to the County's designated bank account no later than 6:00 pm on the day Contractor submits to County documents for filing or recording in an amount equivalent to the recording fees for those documents.

4.8.2 Immediately upon receipt by Contractor or designated Submitter of the confirmation from Contractor's or designated Submitter financial institution that the transfer required in Section 4.9.1 has been completed, Contractor or designated Submitter shall provide County with that confirmation information.

4.9 Responsibility for Accuracy. Contractor will accurately transmit the electronic document as received from the submitter to the county.

5. Liability Disclaimers/Waivers.

5.1 By County. County disclaims any liability for (i) receiving and/or accepting or rejecting for filing and recordation the information electronically transmitted to County by or through Contractor; and (ii) any breach of security, fraud or deceit as a result of any electronic recording with County by or through Contractor.

5.2 No Waiver of Governmental Immunity. Nothing contained herein waives or is intended to waive in whole or in part any protections that may be applicable to County or any of its elected or appointed officials, employees, or agents under any applicable statutes, rules or regulations providing governmental immunity, or any other rights, protections, immunities, defenses or limitations on liability County or such related parties that are provided by law.

5.3 General indemnity. Contractor shall defend, save, hold harmless, and indemnify County and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorneys fees, resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this contract. Contractor disclaims any liability for (i) the validity of electronic recording or the content of electronic transmission to the County by or through Contractor; and (ii) any breach of security, fraud or deceit as a result of any electronic recording with County by or through Contractor.

5.4 Indemnity for Infringement Claims. Without limiting the generality of Section 5.3, Contractor expressly agrees to defend, indemnify and hold County and its departments, officers, directors, agents, and employees harmless from any and all claims, suits, actions, losses, liabilities, costs, expenses, including attorneys

fees, and damages arising out of or related to any claims that the work, the work product or any other tangible or intangible items delivered to County by Contractor that may be the subject of protection under any state or federal intellectual property law or doctrine, or County's use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right of any third party; provided, that the County shall provide Contractor with prompt written notice of any infringement claim.

5.5 Control of Defense and Settlement. Contractor shall have control of the defense and settlement of any claim that is subject to Sections 5.3 and 5.4; however, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the County or any department thereof, nor purport to act as legal representative of the County or any of its departments, without first receiving from the its Legal Counsel, in a form and manner determined appropriate by the Legal Counsel, authority to act as legal counsel for the County, nor shall Contractor settle any claim on behalf of the County. The County may, at its election and expense, assume its own defense and settlement in the event that the County determines that Contractor is prohibited from defending the County, or is not adequately defending the County's interests, or that an important governmental principle is at issue and County desires to assume its own defense.

6. Further Actions.

6.1 The parties acknowledge that electronic recording is an emerging technology, and that best practices and governing standards will continue to evolve.

6.2 Consequently, during the term of this Contract, the parties shall confer as needed to discuss changes to electronic recording procedures and standards, and any necessary modifications to this Contract.

6.3 County reserves the unfettered right to amend the provisions of this Contract without prior notice or Contractor's consent if necessary to comply with applicable state or federal laws, rules or regulations; provided, however, that County shall use its good-faith efforts to provide notice of such change, or proposed change, to Contractor at the earliest time reasonably possible under the then circumstances.

7. Disputes.

7.1 The parties shall attempt in good faith to resolve any controversy or claim arising out of or relating to electronic recording with County through negotiation, followed by non-binding mediation, before resorting to litigation.

7.2 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.

7.2.1 Any claim, action, suit or proceeding (collectively, "Claim") between County and Contractor that arises from or relates to this Agreement shall be

brought and conducted solely and exclusively within the Circuit Court of Jackson County for the State of Oregon; provided, however, if a Claim shall be brought in federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

7.2.2 CONTRACTOR, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

7.2.3 The parties agree that the UN Convention on International Sales of Goods shall not apply.

8. Acceptable Document Types:

8.1 County may electronically record all documents that comply with Oregon Revised Statutes 205.130 and 205.246 with the exception of plats and partition plats.

8.2 Additional Filing Requirements:
All instruments must meet first page requirement pursuant to Oregon Revised Statute Chapter 205.234.

PUBLIC SERVICES CONTRACT (ORS Chapter 279B)

This Agreement is made and entered into by and between COLUMBIA COUNTY, a

political subdivision of the State of Oregon, hereinafter referred to as "County", and CARDINAL SERVICES, INC., hereinafter referred to as "Contractor".

WITNESSETH:

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

Effective Date. This Agreement is effective January 1, 2019.

1.

2. Completion Date. The completion date for this Agreement shall be no later than December 31, 2019, unless sooner terminated as provided herein.

3. Contractor's Services. Contractor agrees to provide temporary staffing services to the

County upon request. All placement requests for temporary staffing must be approved by the Human Resources Director. Contractor will not accept placement requests from any other County contact, unless the Human Resources Director has given prior approval.

This Agreement is not exclusive and nothing herein is intended to prohibit the County from using the services of another temporary staffing agency.

4. Consideration. County shall pay Contractor the billing rates listed in Exhibit A which is attached hereto and is incorporated herein by this reference. County shall set the hourly wage to be offered to each worker. County shall pay no vacation, sick or holiday pay for temporary workers placed by Contractor, unless otherwise required by law. Contractor shall submit an invoice to the County for payment. Payment shall be made within 30 days of the date of the invoice. Should the Contract be prematurely terminated, payments will be made for work completed and accepted to date of termination. Compensation under this Contract, including all costs and expenses of Contractor, is limited to that outlined in this Section and County shall not be obligated to pay any sum in excess of this compensation, unless a separate written contract is entered into by County. Contractor must provide 30 days notice of any increase in the rates listed in Exhibit A.

This Agreement is subject to the appropriation of funds by County, and/or the receipt of funds from state and federal sources. In the event sufficient funds shall not be appropriated and/or received by County for the payment of consideration required to be paid under this Agreement, then County may terminate this Agreement in accordance with Section 16 of this Agreement.

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

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

6. Permits - Licenses. Unless otherwise specified, Contractor shall procure all permits and licenses, pay all charges and fees and give all notices necessary for performance of this Agreement prior to commencement of work.

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

8. Reports. Contractor shall provide County with periodic reports about the progress of the project at the frequency and with the information as prescribed by the County.

9. Independent Contractor. Contractor is engaged hereby as an independent contractor and shall not be considered an employee, agent, partner, joint venturer or representative of County for any purpose whatsoever. County does not have the right of direction or control over the manner in which Contractor delivers services under this Agreement and does not exercise any control over the activities of the Contractor, except the services must be performed in a manner that is consistent with the terms of this Agreement. County shall have no obligation with respect to Contractor's debts or any other liabilities of Contractor. Contractor shall be responsible for furnishing all equipment necessary for the performance of the services required herein. In addition:

A. Contractor will be solely responsible for payment of any Federal or State taxes

required as a result of this Agreement.

B. This Agreement is not intended to entitle Contractor to any benefits generally granted to County employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Agreement to the Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, social security, workers' compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Public Employees Retirement System).

C. The Contractor is an independent contractor for purposes of the Oregon workers'

Jean Ripa, Human Resources Director
Columbia County
230 Strand Street
St. Helens, OR 97051
Phone: 503.397.7264
Fax: 503.366-3906
jean.ripa@co.columbia.or.us

Sheila Meyers, Director of Underwriting
Cardinal Services, Inc.
2534-B Sykes Road
St. Helens, OR 97051
Phone: 503.366.1940
Fax: 503.366.0221
tami@cardinal-services.com

compensation law (ORS Chapter 656) and is solely liable for any workers' compensation coverage under this Agreement. If the Contractor has the assistance of other persons in the performance of the Agreement, the Contractor shall qualify and remain qualified for the term of this Agreement as a carrier-insured or self-insured employer under ORS 656.407. If the Contractor performs this Agreement without the assistance of any other person, unless otherwise agreed to by the parties, Contractor shall apply for and obtain workers compensation insurance for himself or herself as a sole proprietor under ORS 656.128.

Statutory Provisions. Pursuant to the requirements of ORS 279B.220 through 279B.235

10.

and Article XI, Section 10 of the Oregon Constitution, the following terms and conditions are made a part of this Agreement:

A. Contractor shall:

- i. Make payment promptly, as due, to all persons supplying to Contractor labor or material for the prosecution of the work provided for in this Agreement.
- ii. Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or any subcontractor incurred in the performance of this Agreement.
- iii. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
- iv. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

Contractor shall promptly, as due, make payment to any person, co-partnership,

B.

association or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness and injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that Contractor collects or deducts from the wages of employees under any law, contract or agreement for the purpose of providing or paying for such services.

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

D. Any employer working under this Agreement shall give notice in writing to employees

who work on this Agreement, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

E. All subject employers working under this Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

F. This Agreement is expressly subject to the debt limitation of Oregon counties set

forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.

11. Non-Discrimination. Contractor agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, handicap or age, suffer discrimination in the performance of this Agreement when employed by Contractor. Contractor certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, against any minority, women or emerging small business enterprise certified under ORS 200.055, or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225 in obtaining any required subcontract.

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

13. Nonassignment: Subcontracts. Contractor shall not assign, subcontract or delegate the responsibility for providing services hereunder to any other person, firm or corporation without the express written permission of the County, except as provided in Contractor's Proposal.

14. Nonwaiver. The failure of the County to enforce any provision of this Agreement shall not constitute a waiver by the County of that or any other provision of the Agreement.

15. Indemnity. Contractor shall indemnify, defend, save, and hold harmless the County, its officers, agents and employees, from any and all claims, suits or actions of any nature, including claims of injury to any person or persons or of damage to property, caused directly or indirectly by reason any error, omission, negligence, or wrongful act by Contractor, its officers, agents and/or employees arising out the performance of this agreement. This indemnity does not apply to claims, suits or actions arising solely out of the negligent acts or omissions of the County, its officers, agents or employees nor does it apply to claims arising from the actions of temporary employees operating under the direction and control of the County.

16. Insurance. Contractor shall maintain commercial general liability and property damage insurance in an amount of not less than \$2,000,000 per occurrence to protect County, its officers, agents, and employees. Contractor shall provide County a certificate or certificates of insurance in the amounts described above which names County, its officers, agents and employees as additional insureds. Such certificate or certificates shall be accompanied by an additional insured endorsement. Contractor agrees to notify County immediately upon notification to Contractor that any insurance coverage required by this paragraph will be canceled, not renewed or modified in any material way, or changed to make the coverage no longer meet the minimum requirements of this Contract.

17. Termination. This Agreement may be terminated at any time in whole or in part by mutual consent of both parties, or by either party, with or without cause, upon thirty (30) days advance written notice delivered by registered or certified mail, or in person, to the other party. The County may terminate this Agreement, effective upon delivery of written notice to Contractor, or at such later date as may be established by the County under the following conditions:

- A. If Contractor fails to perform the work in a manner satisfactory to County.
- B. If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
- C. If funding becomes inadequate to allow the work to continue in accordance with the project schedule.

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

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

- 18. Time of the Essence. The parties agree that time is of the essence in this Agreement.
- 19. Ownership of Documents. All documents of any nature and/or electronic data including, but not limited to, working papers, reports, material necessary to understand the documents and/or data, drawings, works of art and photographs, produced, prepared and/or compiled by Contractor pursuant to this Agreement are the property of County, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to County all rights of reproduction and the copyright to all such documents.
- 20. Mediation. In the event of a dispute between the parties arising out of or relating to this Contract, the parties agree to submit such dispute to a mediator agreed to by both parties as soon as practicable after the dispute arises, and preferably before commencement of litigation of any permitted arbitration. The parties agree to exercise their best efforts in good faith to resolve all disputes in mediation.
- 21. Choice of Law. This Agreement shall be governed by the laws of the State of Oregon.
- 22. Venue. Venue relating to this Agreement shall be in the Circuit Court of the State of Oregon for Columbia County, located in St. Helens, Oregon.
- 23. Attorneys Fees. In the event an action, suit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall be responsible for its own attorney fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.
- 24. Severability. If any provision of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holdings shall not affect the validity of the remaining portions hereof.
- 25. No Third-Party Rights. This Agreement is solely for the benefit of the parties to this Agreement. Rights and obligations established under this Agreement are not intended to benefit any person or entity not a signatory hereto.

26. ENTIRE AGREEMENT. THIS AGREEMENT (INCLUDING THE EXHIBIT) CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. CONTRACTOR, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE(S) BELOW, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

CONTRACTOR

CARDINAL SERVICES, INC

By: _____

Sheila Meyers

Title: Director of Underwriting

Date: _____

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____

Margaret Magruder, Chair

By: _____

Henry Heimuller, Commissioner

By: _____

Alex Tardif

Date: _____

Approved as to form

By: _____

Office of County Counsel

Exhibit "A"
Billing Rates*

Columbia County rates

Effective 1/1/19 through 12/31/2021

WCC	Description	Markup Factor
5506	Road Department - dispatch	1.45
5506	Road Department - enroll	1.40
7382	Dispatcher - dispatch	1.45
7382	Dispatcher - enroll	1.30
7720	Juvenile Transport Officer - dispatch	1.60
7720	Juvenile Transport Officer - enroll	1.40
8385	Mechanic - dispatch	1.45
8385	Mechanic - enroll	1.30
8601	Assessor's Researcher - dispatch	1.38
8601	Assessor's Researcher - enroll	1.28
8810	Office - dispatch	1.38
8810	Office / Election Workers - enroll	1.28
8831	Kennel Worker	1.37
9012	Campground Hosts - enroll	1.35
9015	Facilities Maintenance - dispatch	1.48
9015	Facilities Maintenance - enroll	1.28
9102	Parks Maintenance - dispatch	1.40
9102	Parks Maintenance - enroll	1.35
8810	Fairgrounds office	1.25
9016	Fairgrounds Maintenance	1.30
9016	Fairgrounds Lee Engle only	1.28

* Percentage of hourly wage offered to worker to be paid to Contractor

**Enroll rate is used when County locates the worker; Dispatch rate is used when Cardinal locates the worker



OUR SERVICES ...

ADULT PROGRAM
assessments
counseling services
crisis intervention
educational classes
involuntary commitments
abuse counseling
satellite offices

PSYCHIATRIC REHAB.
assessments
day treatment
residential care
case management
skill training
supported housing
respite care
vocational rehabilitation

CHILDREN'S PROGRAM
assessments
individual counseling
family counseling
teen family intervention
crisis intervention
abuse treatment
skills training
school based programs
satellite offices

CHEMICAL DEPENDENCY
assessments
intensive outpatient
after-care groups
adolescent treatment
DUII diversion
educational classes
adult residential treatment
smoking cessation
gambling treatment

A & D PREVENTION
school based prevention
screening and referral
drug free activities
teen violence programs

DD SERVICES
youth & adults
case management
crisis diversion
early intervention
employment transition
respite care

MEDICAL SERVICES
psychiatric evaluations
medication management
nurse medication
monitoring
children's psychiatric care
patient education

8/22/18

Re: Teens in Transition Contract

To Whom It May Concern,

On behalf of Columbia Community Mental Health (CCMH), I would like to request an early termination of the Teens in Transition contract. Based on the current contracted reimbursement rate, CCMH is unable to cover the actual costs of service delivery and is experiencing significant financial loss due to the arrangement. We appreciate your time and consideration in the matter of early contract termination for the Teens in Transition program. If you have any further questions or concerns, please contact me at the address below.

Sincerely,

Julia Jackson, LPC, MFT

Executive Director

Columbia Community Mental Health

Direct Line: (503) 438-2201

Fax: (503) 397-5373

JuliaJ@ccmh1.com



**COLUMBIA COUNTY
DEPARTMENT OF COMMUNITY JUSTICE**

Adult Division

901 Port Avenue, St. Helens, OR 97051
Phone: (503) 397-6253 Fax: (503) 397-6645

Juvenile Division

230 Strand - Old Courthouse, St. Helens, OR 97051
Phone: (503) 397-0275 Fax: (503) 397-7256

10/17/18

Anya Sekino, JCP Program Manager
Youth Development Division
255 Capitol Street NE
Salem, OR 97310

Dear Ms. Sekino,

The following is Columbia County's amended submission of the 2017-2019 Juvenile Crime Prevention Plan. The amendment includes changes in the subcontract with Columbia Community Mental Health, who notified our department they are no longer interested in participating in the program. However, the licensed clinical social worker, who has been providing the services since the inception of the Teens in Transition Program, will continue to provide the services directly through the Columbia County Juvenile Department for the remainder of the biennium exactly as indicated in the JCP plan.

There will be no further changes to the program.

I have attached the amended plan. Please advise if you are in agreement.

Please let me know if you have any questions.

Respectfully


Janet Evans



Evans, Janet <janet.evans@co.columbia.or.us>

2017-19 JPC Plans Approval

SEKINO Anya - YDD <anya.sekino@state.or.us>
To: "Evans, Janet" <janet.evans@co.columbia.or.us>

Tue, Oct 23, 2018 at 11:55 AM

Hi Janet,

Based on the information provided in your letter and amended plan, your request to change JCP services provider has been approved.

Thank you,

Anya

Anya Sekino

Juvenile Crime Prevention Manager

Oregon Youth Development Council

Youth Development Division of the Oregon Department of Education

255 Capitol Street NE, Salem OR 97310

Tel. 503-378-5115 Cell. 971-273-3831 Email: anya.sekino@state.or.us

From: Evans, Janet <janet.evans@co.columbia.or.us>

Sent: Tuesday, October 23, 2018 10:42 AM

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Columbia Counseling & Consultation

Serving Columbia County families and youth since 1997

To: Janet Evans
From: Seth Battles
Date: 10/23/2018
Re: Letter of intent

This letter is to serve confirmation that the Teens and Families in Transition program, formerly provided by Seth Battles via Columbia Community Mental Health, will continue to be provided in the same fashion assuming the contract is awarded to Seth Battles' private practice: Columbia Counseling & Consultation. Hours provided, methodology of service, and collaboration with Columbia County Corrections will all continue identical to former service provision as was provided under the prior contract with Columbia Community Mental Health.

Please feel free to contact me if any further information is desired.

Sincerely,

Seth Battles, MSW, LCSW

SethBattles@live.com

(503) 805-2284

PERSONAL SERVICES CONTRACT (ORS Chapter 279B)
FOR TEEN AND FAMILY TRANSITION PROGRAM

This Agreement is made and entered into by and between COLUMBIA COUNTY, a political subdivision of the State of Oregon, hereinafter referred to as "County", and Seth Battles, dba Columbia Counseling & Consultation, hereinafter referred to as "Contractor".

WITNESSETH:

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

1. Effective Date. This Agreement shall be effective on the date last signed, below, and shall be retroactive to October 1, 2018.
2. Completion Date. The completion date for this Agreement shall be no later than June 30, 2019.
3. Contractor's Services. Contractor agrees to operate the Teen and Family Transition Program as described in the Service Plan and Budget, which are attached hereto as Exhibit 1, and are incorporated herein by this reference, and the Program Summary, which is attached hereto as Exhibit 2, and is incorporated herein by this reference. All services to be provided under this Agreement shall be provided in conformance with Intergovernmental Agreement, Contract #11088 ("IGA#11088") between the Oregon Department of Education Youth Development Division (the "Agency") and County, and all amendments thereto. Definitions set forth in IGA #11088 are incorporated herein. Contractor hereby acknowledges receipt of the IGA.
4. Consideration. County shall pay Contractor on a fee-for-service basis, a total amount not to exceed \$19,156.50, said amount to be the complete compensation to be paid by County to Contractor for the services performed under this Agreement. This fee shall include all expenses. This Agreement is subject to the appropriation of funds by County, and/or the receipt of funds from state and federal sources. This Agreement is subject to the appropriation of funds by County, and/or the receipt of funds from state and federal sources. In the event sufficient funds shall not be appropriated, and/or received, by County for the payment of consideration required to be paid under this Agreement, then County may terminate this Agreement in accordance with Section 16 of this Agreement.

Payments shall be made quarterly in the amount of \$6385.50. Payments shall be made upon receipt of funds by the County.

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

Janet Evans, Director
Department of Community Justice
901 Port Avenue
St. Helens, Oregon 97051

Seth Battles, LCSW
Columbia Counseling & Consultation
57591 Bayview Ridge
Warren, Oregon 97053

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

6. Permits - Licenses. Unless otherwise specified, Contractor shall procure all permits and licenses, pay all charges and fees and give all notices necessary for performance of this Agreement prior to commencement of work. Contractor shall hold all licenses, certificates, authorizations and other approvals required by applicable law to deliver the services.
7. Compliance with Codes and Standards. It shall be the Contractor's responsibility to demonstrate compliance with all applicable building, health and sanitation laws and codes, and with all other applicable Federal, State and local acts, statutes, ordinances, regulations, provisions and rules. Contractor shall engage in no activity which creates an actual conflict of interest or violates the Code of Ethics as provided by ORS Chapter 244, or which would create a conflict or violation if Contractor were a public official as defined in ORS 244.020.
8. Standards and Reports. Contractor shall meet or exceed all state and national best practice standards and shall report all required information including budget expenditures in the manner specified by OCCF on the database provided by NPC Research and shall make monthly reports to the County using the format provided by the County.
9. Independent Contractor. Contractor is engaged hereby as an independent contractor and shall not be considered an employee, agent, partner, joint venturer or representative of County for any purpose whatsoever. County does not have the right of direction or control over the manner in which Contractor delivers services under this Agreement and does not exercise any control over the activities of the Contractor, except the services must be performed in a manner that is consistent with the terms of this Agreement. County shall have no obligation with respect to Contractor's debts or any other liabilities of Contractor. Contractor shall be responsible for furnishing all equipment necessary for the performance of the services required herein. In addition:
 - A. Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Agreement.
 - B. This Agreement is not intended to entitle Contractor to any benefits generally granted to County employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Agreement to the Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime,

social security, workers' compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Public Employees Retirement System).

- C. The Contractor is an independent contractor for purposes of the Oregon workers' compensation law (ORS Chapter 656) and is solely liable for any workers' compensation coverage under this Agreement. If the Contractor has the assistance of other persons in the performance of the Agreement, the Contractor shall qualify and remain qualified for the term of this Agreement as a carrier-insured or self-insured employer under ORS 656.407. If the Contractor performs this Agreement without the assistance of any other person, unless otherwise agreed to by the parties, Contractor shall apply for and obtain workers' compensation insurance for himself or herself as a sole proprietor under ORS 656.128.

- 10. Statutory Provisions. Pursuant to the requirements of ORS 279B.220 through 279B.235 and Article XI, Section 10 of the Oregon Constitution, the following terms and conditions are made a part of this Agreement:

- A. Contractor shall:

- (1) Make payment promptly, as due, to all persons supplying to Contractor labor or material for the prosecution of the work provided for in this Agreement.
- (2) Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or any subcontractor incurred in the performance of this Agreement.
- (3) Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
- (4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

- B. Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness and injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that Contractor collects or deducts from the wages of employees under any law, contract or agreement for the purpose of providing or paying for such services.

- C. Contractor shall pay employees for overtime work performed under this Agreement in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 U.S.C. 201 *et seq.*).
 - D. All subject employers working under this Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
 - E. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.
11. Non-Discrimination. Contractor agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, handicap or age, suffer discrimination in the performance of this Agreement when employed by Contractor. Contractor certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, against any minority, women or emerging small business enterprise certified under ORS 200.055, or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225 in obtaining any required subcontract.
 12. Nonassignment; Subcontracts. Contractor shall not assign, subcontract or delegate the responsibility for providing services hereunder to any other person, firm or corporation without the express written permission of the County, except as provided in Contractor's Proposal.
 13. Nonwaiver. The failure of the County to enforce any provision of this Agreement shall not constitute a waiver by the County of that or any other provision of the Agreement.
 14. Indemnity. Contractor shall indemnify, defend, save, and hold harmless the County, its officers, agents and employees, from any and all claims, suits or actions of any nature, including claims of injury to any person or persons or of damage to property, caused directly or indirectly by reason any error, omission, negligence, or wrongful act by Contractor, its officers, agents and/or employees arising out the performance of this agreement. This indemnity does not apply to claims, suits or actions arising solely out of the negligent acts or omissions of the County, its officers, agents or employees.
 15. Insurance. Contractor shall maintain commercial general liability and property damage insurance in an amount of not less than \$2,000,000 per occurrence to protect County, its officers, agents, and employees. Contractor shall provide County a certificate or certificates of insurance in the amounts described above which names County, its officers, agents and employees as additional insureds. Such certificate or certificates shall be accompanied by an additional insured endorsement. Contractor shall maintain errors and omissions insurance of not less than \$2,000,000 to protect the County, its officers, agents, and

employees. Contractor agrees to notify County immediately upon notification to Contractor that any insurance coverage required by this paragraph will be canceled, not renewed or modified in any material way, or changed to make the coverage no longer meet the minimum requirements of this Contract.

16. Termination. This Agreement may be terminated at any time in whole or in part by mutual consent of both parties, or by either party, with or without cause, upon thirty (30) days advance written notice delivered by registered or certified mail, or in person, to the other party. The County may terminate this Agreement, effective upon delivery of written notice to Contractor, or at such later date as may be established by the County under the following conditions:
- a. If Contractor fails to perform the work in a manner satisfactory to County.
 - b. If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
 - c. If funding becomes inadequate to allow the work to continue in accordance with the project schedule.

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

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

17. Time of the Essence. The parties agree that time is of the essence in this Agreement.
18. Ownership of Documents. All documents of any nature including, but not limited to, volunteer records, case records, computer records, reports, drawings, works of art and photographs, produced by Contractor pursuant to this Agreement or received by Contractor in furtherance of this Agreement are the property of County, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to County all rights of reproduction and the copyright to all such documents.
19. Mediation. In the event of a dispute between the parties arising out of or relating to

this Contract, the parties agree to submit such dispute to a mediator agreed to by both parties as soon as practicable after the dispute arises, and preferably before commencement of litigation or any permitted arbitration. The parties agree to exercise their best efforts in good faith to resolve all disputes in mediation.

20. Choice of Law. This Agreement shall be governed by the laws of the State of Oregon.
21. Venue. Venue relating to this Agreement shall be in the Circuit Court of the State of Oregon for Columbia County, located in St. Helens, Oregon.
22. Attorneys Fees. In the event an action, suit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall be responsible for its own attorneys fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.
23. Severability. If any provision of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holdings shall not affect the validity of the remaining portions hereof.
24. No Third-Party Rights. This Agreement is solely for the benefit of the parties to this Agreement. Rights and obligations established under this Agreement are not intended to benefit any person or entity not a signatory hereto.
25. Cultural Competency. Contractor shall establish a process to ensure it is addressing the needs of a growing culturally and ethnically diverse population. All services shall be provided in a culturally competent and gender appropriate manner. Contractor's staff shall receive diversity training one time during the contract period. If assistance is required to ensure cultural and ethnic competency, the Department of Community Justice will assist. Contractor shall demonstrate capacity to provide equal services to Limited English Proficient consumers.
26. Equity. Contractor shall provide services which are gender specific and shall ensure that equal consideration for service is given to females and males. It is required that Contractor's staff shall receive gender specific education one time during the contract period.
27. Access. Contractor shall ensure that, where appropriate, services will be readily accessible to consumers living in all areas of the County. (If the location of Contractor's service delivery site is not readily accessible to all consumers, contractor should partner with another agency and/or indicate the geographic catchment area the service is intended to target; County-wide access may be provided through contracts with multiple providers.)

28. Funding Acknowledgment. Contractor shall include a provision in any notice, sign, announcement, document or other media prepared in connection with this contract, or during any public speaking engagement, an acknowledgment that funding for this program was provided by the Columbia County Department of Community Justice.
29. Compliance with State and Federal Conditions. Contractor shall comply with all conditions and requirements set forth in IGA#11088 and all amendments thereto. Without limiting the generality of the foregoing, Contractor shall comply with the following specific terms and conditions from IGA #11088 and shall require all subcontractors to comply with the same:
- A. Ownership of work product. In compliance with Section 9 of IGA #11088, all Work Product created under this Agreement, including derivative works and compilations, whether or not such Work Product is considered a work made for hire or an employment to invent, shall be the exclusive property of the Oregon Department of Education, Youth Development Division. If Work Product is created under this Agreement, Contractor hereby consents to an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Intellectual Property, in favor of the Oregon Department of Education. Contractor shall execute such agreements as may be reasonably necessary to comply herewith.
 - B. Compliance with Law. Contractor shall comply with all applicable federal, state and local law. Contractor shall comply with all state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the conduct of Activities or delivery of Services. Without limiting the generality of the foregoing, Contractor agrees to comply with the following laws, regulations, and executive orders to the extent they are applicable: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws requiring reporting of client abuse; (d) ORS 30.670 to 30.365, ORS 659.4 30 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the conduct of Activities. These laws, regulations, and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including Contractor, that employ subject workers who conduct Activities 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. Contractor shall obtain any insurance required elsewhere in this Agreement.
 - C. Expenditure/Obligation of Award. Contractor may not expend funding provided under this Agreement on any Activity in excess of the amount reasonable and necessary for quality performance of that Activity. Contractor may not expend funding provided under this Agreement for a particular Funding Area (as reflected in the Award) on any Activities or Services other than Activities or Services falling within that Funding Area. County will not pay for goods or services provided prior to the effective date of IGA #11088.

D. Monitoring. Contractor shall submit to County monitoring of the use of Award funds. Contractor shall satisfy the Plan and other program goals related to the Award financing.

30. ENTIRE AGREEMENT. THIS AGREEMENT (INCLUDING THE EXHIBITS) CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. CONTRACTOR, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE(S) BELOW, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

DATED this _____ day of _____, 2018.

CONTRACTOR

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

Name: _____ By: _____
(Print Name) Margaret Magruder, Chair

By: _____ By: _____
Henry Heimuller, Commissioner

By: _____
Alex Tardif, Commissioner

Approved as to form

By: _____
Office of the County Counsel



EXHIBIT 1

**COLUMBIA COUNTY
DEPARTMENT OF COMMUNITY
JUSTICE**

Adult Division

901 Port Avenue, St. Helens, OR 97051

Phone: (503) 397-6253 Fax: (503) 397-6645

Juvenile Division

230 Strand - Old Courthouse, St. Helens, OR 97051

Phone: (503) 397-0275 Fax: (503) 397-7256

10/23/18

Anya Sekino, JCP Program Manager
Youth Development Division
255 Capitol Street NE
Salem, OR 97310

Dear Ms. Sekino,

The following is Columbia County's amended submission of the 2017-2019 Juvenile Crime Prevention Plan.

2017-2019 Juvenile Crime Prevention Plan (JCP)

PLAN ELEMENTS

1. POSITIVE YOUTH DEVELOPMENT APPROACH AND PROGRAMMING

The Columbia County Juvenile Crime Prevention program provides a continuum of services for youth 13-18 who have been involved or identified as high risk for potential referral to the Juvenile Department. Targeted risks include antisocial behaviors, poor family functioning, school failure, negative peer association, poor problem solving and/or substance abuse issues. The Columbia County Juvenile Department provides a comprehensive and collaborative system to engage youth and their families to promote prosocial behavior, skill building and community integration. The only change is that this will no longer be subcontracted through Columbia Community Mental Health and will be contracted directly with the provider.

Intervention provided in the community through prevention programs and within the department will be based on evidence-based practices (per ORS 185.515) supported by research demonstrating success in reducing juvenile crime and recidivism.

JCP prevention dollars will be used to continue funding the Teen and Family Transition program to provide critical early intervention for youth struggling with poor school attendance, significant family conflict and

behavioral or substance abuse issues. The Teen and Family Transition program was developed in 2010 as a part of the local collaboration, although reduction in the funding has decreased the number of youth served. This program coordinates with additional services which target the youth's specific needs and barriers for success. Although 10% of the program youth who have not been diverted from crime, the Teen and Family Transition Program provides a building block for higher level interventions that are provided through the Juvenile Department.

The Teen and Family Transition Program includes services that encourage family conflict resolution and anger management, self-control, decision-making skills and development of positive relationships. Services are delivered in the home, at school or wherever the youth and family can easily access them to provide a safe, structured environment for the youth and families referred. Hours are flexible to meet the needs of families. Requests for services are responded to within one working day, and crisis response is available. All services are free and there is no waiting list. The program works closely with both the schools and the Juvenile department. Support services are arranged when appropriate with other community resources, such as alcohol and drug abuse intervention and more intensive mental health services.

This program has become an integral part of the service delivery system for teens in Columbia County. This prevention program aligns with evidence-based programs provided by the Juvenile Department which continue to build on the identified protective factors and prosocial goals for those who have been referred to the juvenile system.

2. JUVENILE CRIME PREVENTION RISK ASSESSMENT TOOL

The continuum of services offered by Columbia County target youth at each risk level to prevent entering the juvenile system or becoming more enmeshed in the criminal justice system. All staff in the Teen and Family Transition Program had been trained to use the JCP risk assessment and implement the risk/needs/protective factors into case planning.

Identifying the youth specific risk factors allows staff to target the high-risk domains to encourage school success, improving attitudes and personal responsibility as well as developing proactive goals for future behavior.

3. PLANNING PROCESS

Alignment with the YDC Strategic Investments in Community Based Programs for Opportunity and Priority Youth

1. Columbia County's Juvenile Crime Prevention planning began in earnest in 2000 when the Office of Juvenile Justice and Delinquency Prevention (OJJDP) provided extensive training and support in juvenile justice system analysis and program development. The Comprehensive Strategy for Serious, Violent and Chronic Juvenile Offenders to Promote Positive Youth, Family and Community Development was created in August, 2000. It formed the basis for all future juvenile crime prevention planning. The last JCP Plan was developed fully in 2010. This was a countywide, comprehensive process which included an in depth analysis guided by Dr. Teri Martin. The 2011-14 updates continued to build on the 2010 work. The 2017-19 proposal continues the focus to target high risk community youth. The Plan has not been amended.
2. There are 98 partners listed in the 2010 plan, including school personnel, links to the CCO, and members of the Learning Hub. Although the Columbia County Commission on Children and Families has been discontinued, partnership with these remaining agencies is critical for the continuation of this Plan.

3. The Plan supports the programs which have been found to effectively address the needs of priority and opportunity youth because Columbia County has done extensive, continuing research on what works best with different populations. The JCP service, Teen and Family Transition incorporates those findings into service delivery using best practices.
4. Primary outcomes are reducing family conflict and reducing school failure. Local outcomes are: percent of youth not entering the Juvenile Department, percent of youth with decreased truancy, percent of youth who have increased their grades from failing more than 2 or 3 classes, percent of increase in family communication and functioning, and percent of youth who have experienced a reduction in self harming or at risk behavior. "The strongest predictor of employability and sustaining employment is school failure. Youth and adults who have not succeeded in school face a critical barrier in being able to obtain and sustain jobs of any kind," from Pacific Northwest Works, Columbia County offices.
5. The Local Public Safety Coordinating Committee will review and approve the Plan.

4. RELATION TO LOCAL DATA ON DISPROPORTIONATE MINORITY CONTACT (DMC)

The JCP plan for Columbia County addresses youth specific needs, including culturally appropriate referrals, treatment and resources. According to the JJIS RRI results for Columbia County, the calculation comprises insufficient numbers to provide reliable results on Disproportionate Minority Contact. Columbia County's Population at Risk is made up of 86.3% white, and approx. 13.8% minorities. 0% of minority youth are placed in a secure detention setting.

5. POPULATION TO BE SERVED

1. The program is for at-risk youth ages 13 to 18, countywide.
2. It serves non-offenders who have one risk factor or more in a minimum of two of the assessed domains.
3. The JCP assessment, mirrors a best practice approach to prevention/intervention in that it identifies seven domains that are research proven to being key in identifying and treating relevant risk factors. These seven domains are: school issues, peer relationships, behavior issues, family functioning, substance use, attitudes, values and beliefs, and mental health indicators. Each domain, then breaks into many relevant risk factors that are research proven to be seriously problematic to healthy functioning, and easily measured upon the reassessment of those same risk factors. Examples include chronic truancy under the school issue domain, serious family conflicts under the family domain, substance use beginning at age thirteen or younger under the substance abuse domain, and youth accepts responsibility for behavior under the attitudes, values and beliefs domain.
 Services are provided by a Licensed Clinical Social Worker.
 Services are provided equally to males and females using culturally sensitive programming.
 Referrals can be made by anyone including youth, families, schools, law enforcement, and health services. Referrals can be made in any form: phone, cell, email, and oral, written. Prior to the reduction in Youth Investment funds, requests for assistance were responded to in 24 hours and there was no waiting list.
 Estimate to be served this biennium is approximately 75 youth.

The Juvenile Department (JD) reports: School attendance, performance and attachment are some of the strongest predictors of whether youth will enter in the juvenile justice system. Parents and guardians often contact agencies such as the Juvenile services, law enforcement or Child Welfare seeking help for youth issues such as drug and alcohol, truancy or mental health issues. Over 60% of the referrals to the Columbia County Juvenile Department in 2016 were sent for non-criminal matters, including

dependency and status offenses, including runaway and minor in possession.

The Juvenile Department can refer families to the Teen and Family Transition program for direct service, information, assessment, and links to community resources. Services are free and accessible. Targeting these high-criminogenic risk factors, prior to a criminal offense, reduces the likelihood of future criminal behavior. The program uses a case management, wraparound model utilizing community and familial supports. As a result, agencies work more efficiently and effectively together.

Demographics

The Forecast of Oregon's County Populations by Age and Sex, 2010-2015 prepared by the Office of Economic Analysis, Department of Administrative Services, for the State of Oregon shows the total population growing during this period from 49,000 to 50,800. The population is fairly evenly divided between males and females. According to the 2015 Census data, the population in Columbia County, self identifies as predominately Caucasian/White (93%). 13.4% of the population are persons in poverty. About 22% of the population in Columbia County is under the age of 18, of which 43.3% qualify for free or reduced lunch. According to the State of Oregon Employment Department, the 7 incorporated areas have a population of about 27,410 and unincorporated areas have a population of 22,665. Columbia County is 688 square miles. There are 5 school districts.

According to the U.S. Census, Columbia County has a lower percentage of the persons 25 or older receiving a Bachelor's degree or higher (18%), than does the State of Oregon (30.8%). Trade, Manufacturing, Education and Health Services lead private sector jobs. The largest sector is Government. According to the U.S. Department of Labor, Bureau of Labor Statistics, unemployment rates average 7.2%. A mean travel time to work for workers 16 and older, was 32.6 minutes.

Although it abuts Multnomah and Washington counties and Longview, Washington, Columbia County considers itself rural. It is far enough away from services such as higher education and training and health care, that access is extremely difficult. Socioeconomic disadvantage in youth and families is statistically higher than in metro areas. According to the JCP Teen and Family Case Manager, Seth Battles, "The location of the County creates an insular and hopeless vision of youth and adults. This makes it essential for all of us to work together to strengthen achievement, success and the health of our youth. Something we do well given our limited resources."

Needs, Barriers and Service Gaps: Issues affecting Columbia County include:

- a. Lack of adequate and flexible funding to develop programs that work and are sustainable.
- b. Difficulty in accessing services due to large unincorporated areas.
- c. Alcohol and drug abuse.
- d. Homelessness.

- e. Lack of jobs.
- f. Lack of funding for Community Schools and other educationally based out of school programs.
- g. High unemployment which perpetuates the cycle of economic disadvantage.
- h. Lack of adequate health care countywide: no local hospital.
- i. Lack of educational opportunities: no community college and no advanced training programs.

6. JCP STRATEGIES AND OUTCOMES

All funds are used to fund the Teen and Family Transition program. Teen and Family Transition is a family-based prevention and intervention program for high-risk youth that addresses complex and multidimensional problems through clinical practice that is flexibly structured and culturally sensitive. This clinical model concentrates on decreasing risk factors and on increasing protective factors that directly affect adolescents, with a particular emphasis on familial factors followed by school success. The program is delivered by a Licensed Clinical Social Worker using a case management model. Services are delivered in any safe location, most often the home and in schools.

The program is for at-risk youth ages 13 to 18 and uses a variety of contexts to treat a range of youth and their families. Targeted youth are at risk for delinquency, violence, substance use, school failure or other behavioral problems such as Conduct Disorder or Oppositional Defiant Disorder. The majority of the youth and families served have identified themselves as Caucasian/White. The program is accessed by an equal number of males and females. Teen and Family Transition uses gender and ethnically sensitive programming. The LCSW is trained in providing these services.

Data is entered in the data management system provided by the State of Oregon for those youth and families who agree to have their data. Those youth are counted as being served for purposes of the contract.

The contract includes expectations for CCMH such as the percent of youth served who have statistically demonstrated an improvement in school success. CCMH has consistently met and exceeded these contracted outcomes.

Prior to 2014-2015, the information provided by NPC Research has been of the utmost value in monitoring outcomes and insuring program design was meeting needs. The program has consistently diverted 84%-96% of the youth served. Thus Juvenile Department caseloads are reduced, providing a cost saving to County tax payers---another important result.

The Juvenile Department (JD) reports: School attendance, performance and attachment are some of the strongest predictors of whether youth will enter in the juvenile justice system. Parents and guardians often contact agencies such as the Juvenile services, law enforcement or Child Welfare seeking help for youth issues such as drug and alcohol, truancy or mental health issues. Over, 60% of the referrals to the Columbia County Juvenile Department in 2016 were sent for non-criminal matters, including dependency and status offenses, including runaway and minor in possession.

The Juvenile Department can refer families to the Teen and Family Transition program for direct service, information, assessment, and links to community resources. Services are free and accessible. Targeting these high-criminogenic risk factors, prior to a criminal offense, reduces the likelihood of future criminal behavior. The program uses a case management, wraparound model utilizing community and familial supports. As a result, agencies work more efficiently and effectively together.

Columbia County has followed statewide trends of decreasing crime rates among youth offenders. Despite the significant decrease in referrals (30%) in 2014 to 2015, 2016 experienced a 28% increase in total number of referrals and a 20% increase in total youth. Youth referred for criminal offenses, however, continued to drop by an additional 6.5%. Youth referred have had a significant increase in the risk and needs. These higher risk factors including family, education, economics, community and peers, and substance abuse directly correlate to the level of services required to protect the community and prevent future crime. Over the past year, the number of juvenile detention custody days increased over 22%. The increase in detention beds has been reflective of the increase in the number of "crossover" youth who are under the jurisdiction of DHS awaiting placement, committed crimes, and pose a risk to the community.

JCP Funded Program Strengths

The program remains vibrant, highly respected and relevant also because:

- b. The community is regularly educated about the program so referrals can be made when a problem is noted. The community includes but is not limited to parents, students, judges, schools, health organizations, DHS personnel and law enforcement.
- d. Services are easily accessible and available. The case manager works flexible hours and is able to provide services in any safe setting. The biggest strengths of the program are the delivery of services in the home and at school.
- f. Anyone can make a referral.
- h. The program uses a case management model, delivered by a highly trained Licensed Clinical Social Worker (LCSW).
- j. Crisis response is available.
- l. Local program development and monitoring allows the program to flex services to meet new challenging needs.

Since 1995, well over 2,000 youth have been served, of whom more than 90% have not entered the juvenile justice or child welfare system. Reviewing JCP and community partner data from the past year, the following has been found from the approximately one hundred youth served by the program in the past four quarters:

- ~ 96% have not entered the Juvenile Department system.
- ~100% have not entered the Department of Human Services system.
- ~ 82% have seen a reduction in truancy.
- ~ 78% have increased their grades from failing more than two or more classes.

~83% have seen an increase in family communication & functioning, and a corresponding reduction in family conflict.

~81% have experienced a reduction in self harming or at risk behavior such as being a chronic run away.

Data shows that the small percentage that typically does not show vast improvement from involvement with the Teen and Family Program are heavily drug involved or involved in serious criminal behavior before referral.

7. EVIDENCE BASED PRACTICE (EBP) AND CULTURAL APPROPRIATENESS

The Teen and Family Transition (TFT) program is prevention/intervention based incorporating family therapy, skill building, school monitoring, and increasing the family's capacity to use multi-systemic community resources. The program model is cited on the Office of Juvenile Justice and Delinquency Prevention (OJJDP) website and is based on Functional Family Therapy. It is listed as Effective. Research information is included on the EBP checklist which is attached to the document. Please refer to it for more information.

8. RELATION OF SERVICES TO THE CONTINUUM OF SERVICES

Columbia County utilizes the JCP (prevention, basic and diversion) funding to provide an effective continuum of interventions that support positive youth outcomes, timely access to cost-effective practices that provide accountability and reduce juvenile crime and to build a strong collaboration among community agencies.

This comprehensive approach coordinates services targeting the risk/needs of the youth and increasing the protective factors for youth who have not yet entered the juvenile system while providing appropriate interventions to reduce recidivism in Columbia County.

Columbia County uses the JCP-Prevention funds to support the Teen and Family Transition program to provide a wide array of services targeting youth-specific risks/needs identified in the JCP assessment which include anger management, school support, skill building and parent training. The Teen and Family Transition program receives referrals from the community, schools and the Juvenile Department.

JCP – Basic and Diversion funds are used to target medium and high risk offenders by providing a structure of supervision, accountability, assessment, skill building and other individualized services.

- a. Assessments and evaluations for specific youth services include Psycho-Sexual evaluations and polygraphs for sexual offenders and psychological evaluations required for case planning and referral.
- b. Youth support- Unfunded treatment, clothing vouchers, school fees such as GED testing, pro-social activities, gas vouchers and incentives, which enhance youth success.
- c. Accountability- Best practices in juvenile justice support varied approaches to

accountability. JCP fund support the varied approaches which include:

1. Youth Offender Program consisting on 3 probation staff who supervise the majority of referrals, providing formal and informal probation, coordination of "wrap-around" youth specific services and multi-agency case collaboration.
2. Juvenile detention is used as a community safety for pre-adjudication and as a sanction to provide accountability for youth offenders failing to comply with probation or for youth who are at the highest risk of commitment to close custody facilities.
3. Alternative sanctions for lower risk or first-time offenders which includes treatment support, UA testing, community service, cognitive classes and electronic monitoring.
4. EPICS- Effective Practices in Community Supervision-including skill building for high risk offenders.
5. Thinking for a Change-Cognitive –Behavioral program.

BUDGET INFORMATION

Teen and Family Transition Budget

Personnel

POSITION TITLE	# OF MONTHS	COST
Teens in Transition	24	44460
Finance Assistant		
Program Manager		

Personnel Subtotal \$ 44460

Non-personnel

Rent, Space, Mortgage	0
Materials and supplies	4224
Flexible Funds	2400
Administrative Costs	5676

Non-personnel Subtotal \$ 12300

Leveraged Resources

LEVERAGED ITEM DESCRIPTIONS	TOTAL
1.Fiscal Review	1344
2.Executive Management	260
3.Contract Management	108

Other Revenue Subtotal 1712

TOTALS	
Total Personnel Requested	44460
Total Non-Personnel Requested	12300
Total Donated or In-Kind Committed To This Project	1712
Total Project Budget	58472

Exhibit 2

Program Summary

1. The program is for at-risk youth ages 13 to 18, countywide.
2. Teen and Family Transition program will provide critical early intervention for youth struggling with poor school attendance, significant family conflict and behavioral or substance abuse issues.
3. The Teen and Family Transition Program includes services that include family conflict resolution and anger management, self-control, decision-making skills and development of positive relationships. Services are delivered in the home, at school or wherever the youth and family can easily access them to provide a safe, structured environment for the youth and families referred. Hours are flexible to meet the needs of families. Requests for services are responded to within one working day, and crisis response is available. All services are free and there is no waiting list.
4. All staff in the Teen and Family Transition Program are trained and will use the JCP risk assessment and implement the risk/needs/protective factors into case planning.
5. Teen and family transition program will serve non-offenders who have one risk factor or more in a minimum of two of the assessed domains
6. Services are provided by a Licensed Clinical Social Worker.
7. Services are provided equally to males and females using culturally sensitive programming.
8. Referrals can be made by anyone including youth, families, schools, law enforcement, and health services. Referrals can be made in any form: phone, cell, email, and oral, written.
9. Estimate to be served for the remainder of this biennium is approximately 28 youth.
10. Teen and Family Transition program to provide critical early intervention for youth struggling with poor school attendance, significant family conflict and behavioral or substance abuse issues.
11. The Teen and Family Transition Program provides a building block for higher level interventions through collaboration and coordination of services that are provided through the Juvenile Department.