

COLUMBIA COUNTY

Board of Commissioners Office

Commissioners

Margaret Magruder

Henry Heimuller

Alex Tardif

Administration

Jan Greenhalgh

Jacyn Normine



ST. HELENS, OR 97051

230 Strand St., Room 338

Direct (503) 397-4322

Fax (503) 366-7243

www.co.columbia.or.us

BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON

Wednesday, July 24, 2019

10:00 a.m. – Room 310

BOARD MEETING AGENDA

CALL TO ORDER/FLAG SALUTE

MINUTES:

- July 10, 2019 Board Meeting
- July 10, 2019 Work Session

VISITOR COMMENTS – 5 MINUTE LIMIT

MATTERS:

- 1) Janet Evans - Recognition of Probation Officer Week

HEARING(S):

- 1) Public Hearing: "In the Matter of Appeals of Administrative Decisions by Land Development Services Director for Building Permit No. 92-19-000377-MD and Residential Electrical Permit No. 192-000602-ELEC for Space 10 of the Deer Pointe Meadows Mobile Home Park".

CONSENT AGENDA:

- A. Ratify the Select to Pay for 07.15.19 and 07.22.19.
- B. Approve Out-of-State Travel for Kathleen Boutin-Parterz to attend Household Hazardous Waste Conference in Denver, CO, on 9/14-9/21, 2019.

- C. 2019 Social Gaming License for the St. Helens Moose Lodge #591.
- D. Authorize the District Attorney to fill the vacant position of Department Secretary.
- E. Order No. 38-2019, "In the Matter of the Vacation of a Portion of Pine Avenue near Scappoose in Columbia County, Oregon".
- F. Dedication Deed to the City of Scappoose for Right of way on JP West Road and authorize the Chair to sign.
- G. Order No. 45-2019 In the Matter of Conveying Certain Real Property in Clatskanie, Oregon, to Jorge Ramirez Palacios, Tax Map ID No. 7N4W08-BD-01601 and Tax Account No. 25749
- H. Quitclaim Deed – Columbia County to Jorge Ramirez Palacios, Tax Map ID No. 7N4W08-BD-01601 and Tax Account No. 25749, authorize Chair to sign and record with Columbia County's Clerk's Office
- I. Order No. 47-2019 In the Matter of Conveying Certain Real Property in Scappoose, Oregon, to Loren and Desenia Goodwin, Tax Map ID No. 4N2W20-00-00800 and Tax Account No. 8569
- J. Quitclaim Deed – Columbia County to Loren and Desenia Goodwin, Tax Map ID No. 4N2W20-00-00800 and Tax Account No. 8569, authorize Chair to sign and record with Columbia County Clerk's Office.
- K. Order No. 64-2019, In the Matter of Conveying an Easement to the Columbia River People's Utility District for the Use of a Portion of Certain County-Owned Real Property Identified as Tax Map ID No. 4N2W-100-3500
- L. Order No. 65-2019, In the Matter of Conveying an Easement to the Columbia River People's Utility District for the Use of a Portion of Certain County-Owned Real Property Identified as Tax Map ID No. 4N2W-100-3600

AGREEMENTS/CONTRACTS/AMENDMENTS:

- M. C109-2019 – Personal Services Contract for Assessment and Taxation Software Services.
- N. C110-2019-1 – Amendment #1 to RCTP Investment Agreement with CCET.
- O. Approve corrected C112-2019 – Collective Bargaining Agreement with FOPPO, to correct the Salary Range Schedule.
- P. C120-2019 - Amendment No. 1 to Intergovernmental Agreement No. 11088 with the Oregon Department of Education, Youth Development Division and authorize the Chair to sign.
- Q. C121-2019 - Public Services Contract with Temp-Control Mechanical Service Corp for Environmental Systems Maintenance.
- R. Utility Easement Agreement with the Columbia River People's Utility District for Property at Sykes Road and Kappler Road (Tax Map ID 4020100-3500) and authorize Chair to sign.
- S. Utility Easement Agreement with Columbia River People's Utility District for Property on Sykes Road (Tax Map ID 4020100-3600) and authorize Chair to sign.

DISCUSSION ITEMS:

COMMISSIONER HEIMULLER COMMENTS:

COMMISSIONER MAGRUDER COMMENTS:

COMMISSIONER TARDIF COMMENTS:

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

**COLUMBIA COUNTY
SOCIAL GAMING LICENSE**

ST. HELEN'S MOOSE LODGE

Is hereby authorized to permit Social Gaming under Columbia County Ordinance No. 77-1A and Resolution and Order No. 231-96.

This license shall be effective from January 1, 2019 and shall expire on December 31, 2019.

Approved by the Columbia County Board of Commissioners on this 24th day of July, 2019.

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

By: _____
Henry Heimuller, Chair

By: _____
Margaret Magruder, Commissioner

By: _____
Alex Tardif, Commissioner

ATTEST:

Elizabeth E. Huser, County Clerk

By: _____
County Clerk

After recording, return to:
Board of County Commissioners
Columbia County Courthouse
230 Strand, Room 331
St. Helens, OR 97051

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

In the Matter of the Vacation of a Portion of Pine Avenue near Scappoose in Columbia County, Oregon		ORDER NO. 38-2019
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WHEREAS, pursuant to ORS 368.341(1), the Board of Commissioners for Columbia County, Oregon, may initiate proceedings to vacate property under ORS 368.326 to 368.366; and

WHEREAS, Pine Avenue is a platted, unconstructed right-of-way near Scappoose, Columbia County, Oregon; and

WHEREAS, on December 6, 2018, Trevor and Kara Rogers, who own the property abutting both sides of the platted right-of-way, filed with the Board a Petition, which is included in Exhibit 1 of Attachment A, which is attached hereto and incorporated herein by this reference, requesting that the Board vacate that portion of the unnamed Right-Of-Way; and

WHEREAS, County Roadmaster Mike Russell has filed a report, dated February 14, 2019, attached hereto as Attachment A and incorporated herein by this reference, indicating that the proposed vacation would be in the public interest; and

WHEREAS, the area proposed for vacation is described in Attachment A, Exhibit 1, page 1, and is generally depicted in Attachment A, Exhibit 1, page 5; and

WHEREAS, in accordance with ORS 368.351, the Petition contains the acknowledged signatures of owners of 100 percent of the land abutting the property proposed to be vacated and the acknowledged signatures of 100 percent of the owners of property abutting any public property proposed to be vacated; and

WHEREAS, because the Petition meets the signature requirements of ORS 368.351, the Board may make a determination about the vacation without holding a hearing if the county road official files with the Board a written report that contains an assessment that the vacation is in the public interest; and

WHEREAS, the petition submitted by Trevor and Kara Rogers complies with the petition requirements of ORS 368.341(3); and

WHEREAS, the Board finds that the petition, meets the requirements of ORS 368.341 and contains the acknowledged signatures and owners' approval as required by ORS 368.351; and

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

1. Vacation of Pine Avenue near Scappoose, Oregon, as more particularly described and shown in Exhibit 1 is in the public interest.

2. The property described on page 1 and depicted on page 5 in Exhibit 1 of Attachment A is hereby vacated, and shall hereby vest in the abutting property owners as provided in ORS 368.366(1)(d) by extension of said owners' abutting property boundaries to the centerline of the vacated platted right-of-way.

ORDER NO. 38-2019, Vacating a Portion of Pine Ave.

Page 1

3. This vacation is being made with a specific reservation of any existing rights-of-way for utility easements.

4. Pursuant to Order No. 55-2001 and the decision of the Board of County Commissioners, the required fee of \$1,000 for vacations of public rights-of-way was paid by the petitioner; \$500 was deposited directly into the County Road Fund and \$500 into the General Fund, Fees for Services, Road Vacations, Line Item No. 100-00-00-3255, out of which the following costs shall be paid:

SERVICE	FEE	SUBTOTAL
Filing Petition by the Clerk	\$28.50	\$28.50
Review for Correct Property Description by County Surveyor [if required]	\$30.00 [per parcel]	\$ 00.00
Hearing (if required)	\$100.00	\$00.00
Recording Final Order by the Clerk	\$46.00 [first page]	\$46.00
	\$5.00 [each additional page x 10 pp.]	\$50.00
Two Certified Copies by the Clerk [one to Assessor, one to Surveyor]	\$3.75 [per copy x 2]	\$7.50
	\$00.25 [per page x 22 pp.]	\$5.50
Posting the Approved Road Vacation by County Surveyor	\$100.00 [per parcel]	\$100.00
	TOTAL EXPENSES	\$234.00

5. The \$28.50 filing fee has already been paid to the County Clerk. The Treasurer is hereby authorized to disburse the following amounts from the Fees for Services, Road Vacations account as follows:

To County Clerk:	\$	106.00
To County Surveyor:	\$	100.00

6. This Order shall be recorded with the County Clerk, a copy inserted in the appropriate road jacket, and certified copies shall be filed with the County Surveyor and the County Assessor.

DATED this ____ day of July, 2019.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____
Henry Heimuller, Chair

APPROVED AS TO FORM:

By: _____
Margaret Magruder, Commissioner

By: _____
Office of County Counsel

By: _____
Alex Tardif, Commissioner



Columbia County Road Department

1054 Oregon Street, St. Helens, OR 97051

Michael Russell, Public Works Director

Ph: (503) 397-5090 Fax: 397-7215

e-mail: Michael.Russell@co.columbia.or.us

To: Board of County Commissioners
From: Michael Russell, Public Works Director
Date: February 14, 2019

Subject: Road Vacation Request for a section of Pine Ave. in Columbia Acres No. 3

Road Official's Report

Trevor and Kara Rogers have petitioned the Board of County Commissioners to vacate 240 feet of the southern portion of Pine Avenue, starting at the southern line of lot 8, block 20, within the Columbia Acres No. 3 Subdivision. Exhibit 1

The portion of street proposed to be vacated is outlined in red on attached Exhibit 2. Trevor and Kara Rogers own all of the adjacent property to the proposed road vacation. The existing streets are shown as highlighted in yellow, and the existing undeveloped streets are highlighted in blue.

I have also included an aerial map with a contour topo overlay (Exhibit 3) for your reference.

Because the Rogers' own all of the adjacent property, the road vacation request may be approved without a hearing in accordance with ORS 368.351. The right-of-way proposed to be vacated is on terrain that is very steep (19%), and not practical to construct a roadway. This portion of Pine Ave. is undeveloped forestland.

By vacating these right-of-way, the Rogers' will be able to better use the parcel.

The Road Department sent out a request for comment on the proposed road vacation and received the following:

Natahan Woodward, County Surveyor:

"I have no objection to the Road Vacation, however I think the General Description should read "A public right-of-way being a portion of Columbia Acres Number 3, located in the Northeast one-quarter of Section 23, Township 3 North, Range 2 West, Willamette Meridian, Columbia County Oregon, being more particularly described below:"

I really dislike the Legal Description: The "southerly dead end" does not really describe the south line. We can assume that means the southerly end of road not vacated, but!

I would prefer, they used common language used in the prior vacation. Such as "That portion of Pine Avenue (60.00 feet wide) as dedicated on the plat of Columbia Acres Number 3, bounded by the Northeasterly extension of the Northwest line of Lot 3, Block 20 on the South side and the Northeasterly extension of the southeast line of Lot 8, Block 20 on the North side."

Debbie Jacob, Land Development Services Planner:

Land development Services does not have any objections to the proposed Road Vacation of the south 241 feet of 60 foot wide platted right-of-way for Pine Avenue within the Columbia Acres #3 Subdivision. This vacation is located in a portion of the County that is zoned for Rural Residential (RR-5) development. All future land uses and development of this vacated right-of-way will be required to comply with applicable RR-5 provisions in the County's Zoning and/or Subdivision and Partitioning Ordinances.

Jeff Pricher, Columbia River and Fire, Fire Marshal.

No comments received

Therefore, it is extremely impractical that the portion of Pine Avenue proposed to be vacated would ever be constructed for vehicular use due to steep terrain. It is likely, however, that most other streets in this subdivision could be developed to some extent which allows access to all other lots. I do not believe that this proposed vacation will hinder development on any other property.

Therefore, in the interest of the public, I recommend that this road vacation be approved as requested with the condition that the final action/recording of the vacation uses the revised legal descriptions of the right-of-way being vacated and the resulting legal description for the parcel, resulting from the vacation, is approved by the Surveyor's Office and Land Development Services.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

In the Matter of the Vacation of _____
Located Near _____
Columbia County, Oregon

PETITION FOR VACATION

I/We, Trevor Rogers and Kara Rogers, [insert name(s) of all petitioners], who
reside at 52100 SE 9th Street, Scappoose, OR 97056 [insert address],
(503)720-0140 [phone] petition the Board of County Commissioners for the vacation of
the following property:

Rogers.trevor@comcast.net

1. Description of Property Proposed for Vacation [attach additional sheets if necessary]:

a. General Description:

Portion of Pine Avenue from the southernly dead end to the northeasterly extension of the east corner of Lot 8, Block 20. *South*

b. Legal Description:

Public rights-of-way being a portion of Columbia Acres Number 3 and located in the northeast one-quarter of Section 23, Township 3 North, Range 2 West, Willamette Meridian, Columbia County, Oregon. Portion of Pine Avenue (60.00 feet wide) as dedicated on plat of Columbia Acres Number 3 bounded by the southerly dead end to the northeasterly extension of the east corner of Lot 8, Block 20. *South*

2. Description of Your Property Interest [attach additional sheets if necessary]:

a. Type of interest you have in any property affected by the proposed vacation:

Owners of lot which abuts the property proposed for vacation

b. Legal Description of your property:

COLUMBIA ACRES NO. 3
Block - 19 Lot - 9

3. Creation of Public Interest.

See Exhibit A, attached. [Attach copies of deeds, plats, orders or other documentation showing creation of public interest in the property or right-of-way proposed for vacation and present ownership of the parcel].

4. Statement of reasons for vacation [attach additional sheets if necessary]:

Construct single family residential home within RR-5 zoning.

5. Names and addresses of all persons holding any recorded interest in the property proposed to be vacated [attach additional sheets if necessary]:

Trevor and Kara Rogers, 52100 SE 9th Street Scappoose OR 97056

6. Names and address of all persons owning any improvements constructed on property proposed to be vacated [attach additional sheets if necessary]:

None

7. Names and addresses of all persons owning any real property abutting the property proposed to be vacated [attach additional sheets if necessary]:

None

8. The signature(s), acknowledged before a notary or other person authorized to take acknowledgments of deeds, of at least a) the owners of sixty (60) percent of the land abutting the property proposed to be vacated, or b) sixty (60) percent of the owners of land abutting the property proposed to be vacated, are attached (attach consent forms).

[Note: without the acknowledged signatures of owners of 100 percent of any private property proposed to be vacated and acknowledged signatures of owners of 100 percent of property abutting any public property proposed to be vacated, a hearing will be required].

9. If the petition is for the vacation of property that will be redivided in any manner, a subdivision plan or partitioning plan showing the proposed redivision is attached.

10. A true and accurate map of the proposed vacation is attached as Exhibit B.

11. I verify that I have flagged all corners of the area proposed to be vacated and that the flags are reliably and accurately located and are easily visible.
12. The non-refundable vacation fee of \$1,000 is tendered with this petition.
13. Signature and Verification(s):

STATE OF OREGON)
County of Columbia) ss.

I/We Trevor Rogers and Kara Rogers, am/are the petitioner(s) herein and hereby swear, under penalties of perjury, that the statements made in this petition, and the attachments hereto, are true to the best of my/our knowledge.

[illegible]

Subscribed and sworn to before me this 6 day of December
2007 2018



Sarah Hill
Notary Public for Oregon
My Commission Expires: 09/26/2022

THIS MAP WAS PREPARED FOR
ASSESSMENT PURPOSE ONLY

Exhibit B

S.E.1/4 N.E.1/4 SEC.23 T.3N. R.2W. W.M.
COLUMBIA COUNTY

03 02 23 AD

1" = 100'

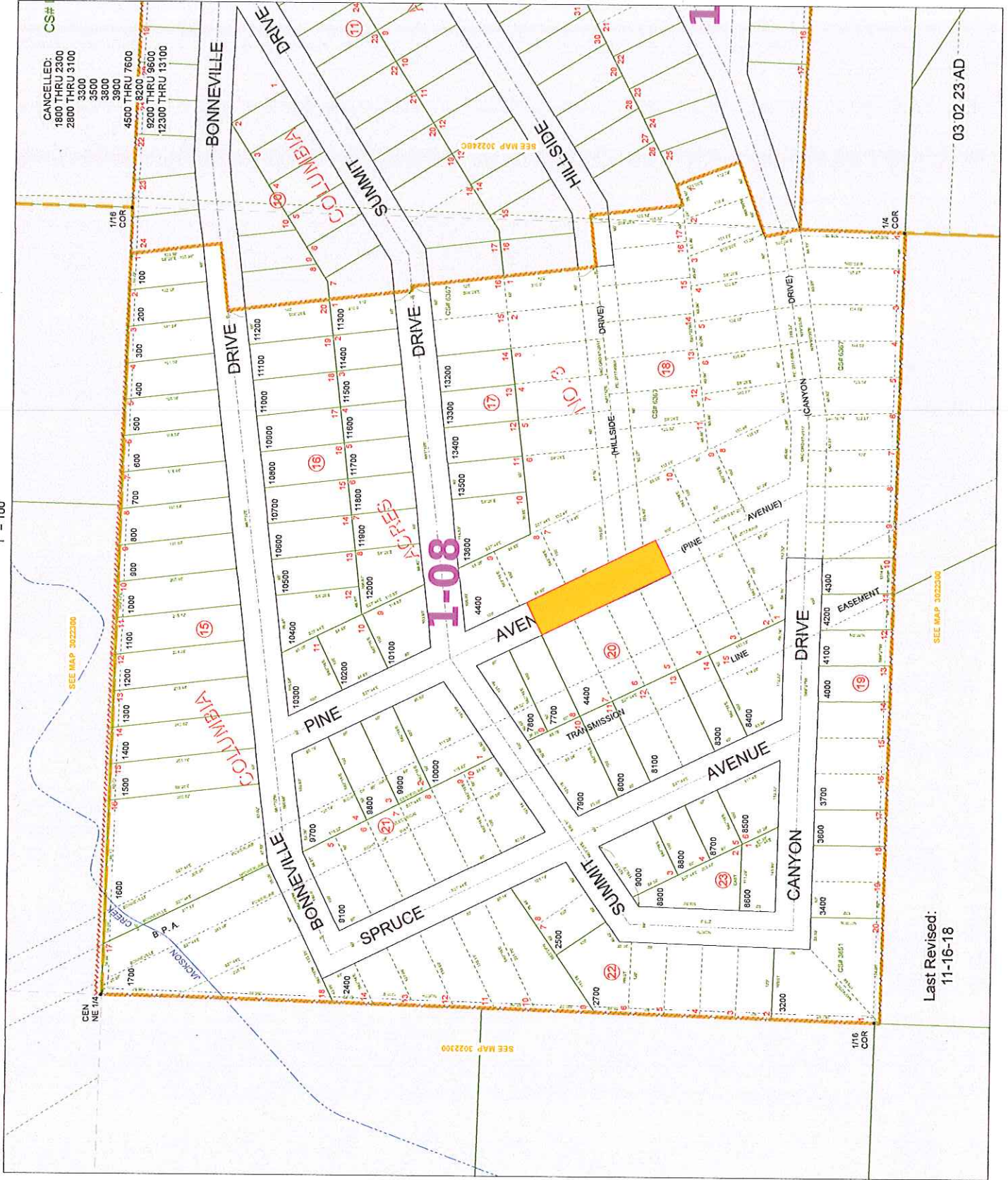
CANCELLED:
1800 THRU 2300
2800 THRU 3100
3300
3500
3900

4500 THRU 7600
9200 THRU 9600
12300 THRU 13100

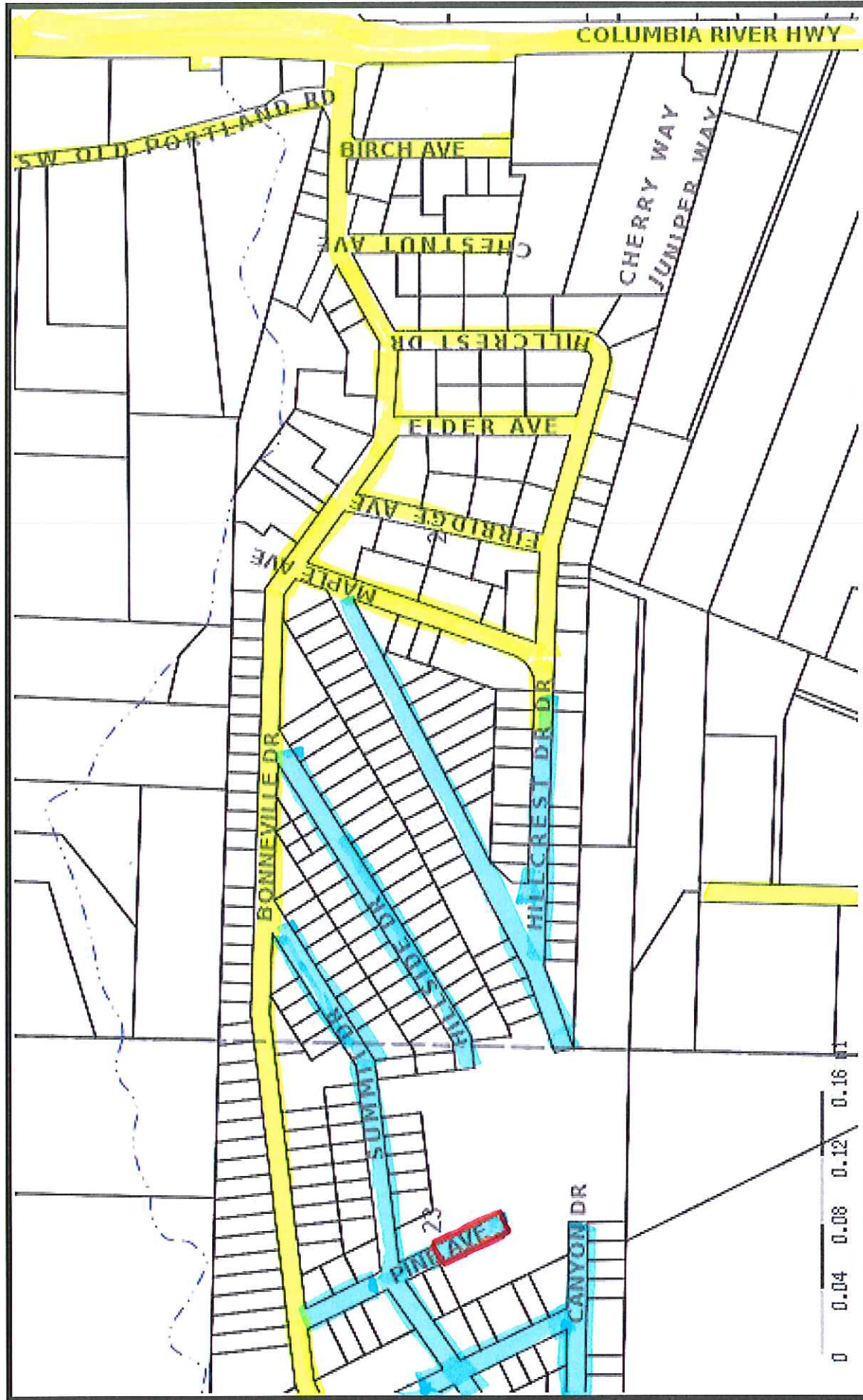
03 02 23 AD

Last Revised:
11-16-18

Exhibit L
page 5 of 5



Vacation of South Portation of Pine Avenue



Geotitles

Columbia County Web Maps

Disclaimer: This map was produced using Columbia County GIS data. The GIS data is maintained by the County to support its governmental activities and is subject to change without notice. This map should not be used for survey or engineering purposes. Columbia County assumes no responsibility with regard to the selection, performance or use of information on this map.

Columbia County



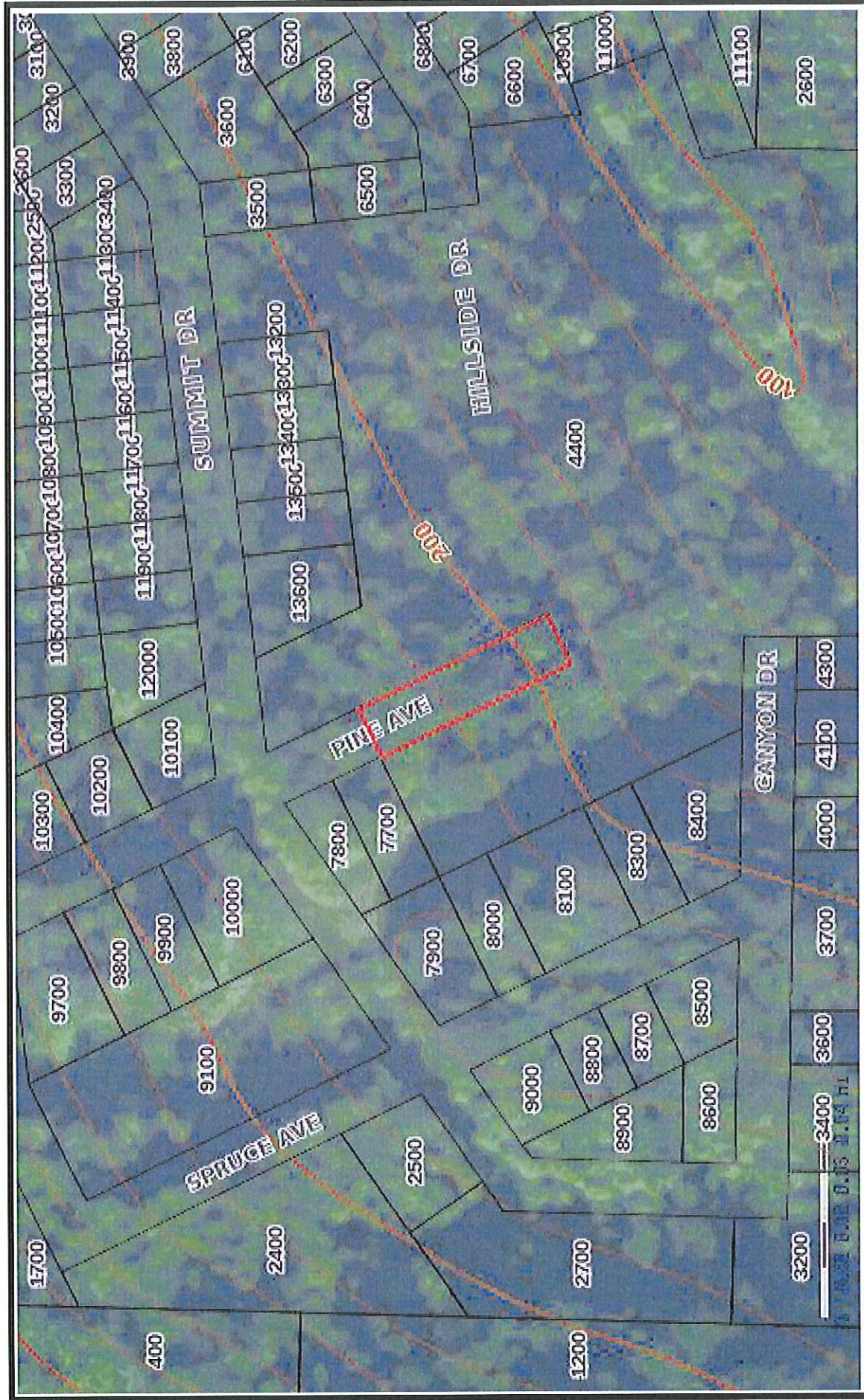
Oregon

Printed 02/14/2019

Exhibit 2

Vacation of south end of Pine Ave. Grade 18-20 %

Exhibit 3



Geonitrore

Columbia County Web Maps

Disclaimer: This map was produced using Columbia County GIS data. The GIS data is maintained by the County to support its governmental activities and is subject to change without notice. This map should not be used for survey or engineering purposes. Columbia County assumes no responsibility with regard to the selection, performance or use of information on this map.

Columbia County



Oregon

Printed 01/16/2019

GRANTOR'S NAME AND ADDRESS

Columbia County, Oregon
Board of County Commissioners
230 Strand, Room 331
St. Helens, OR 97051

AFTER RECORDING, RETURN TO GRANTEE

City of Scappoose, Oregon
33568 E. Columbia Ave.
Scappoose, OR 97056

DEDICATION DEED

Columbia County, a political subdivision of the State of Oregon, the undersigned Grantor, Owner of certain real property situated in Columbia County, Oregon, does hereby forever dedicate to the City of Scappoose, a municipal corporation, Grantee and the public for public road and utility purposes, the land that is described in Exhibit A, attached hereto and incorporated herein by this reference, and depicted in Exhibit B, attached hereto and incorporated herein by this reference.

To have and to hold the above-described and dedicated rights unto the public forever for road and utility purposes.

Grantor hereby covenants that it is the owner in fee simple and that it has good and legal right to grant the above-described rights.

The true and actual consideration for this conveyance is \$0.00, stated in terms of dollars.

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.

DATED this ____ day of _____, 2019

BOARD OF COUNTY COMMISSIONERS FOR
COLUMBIA COUNTY, OREGON

By: _____
Henry Heimuller, Chair

STATE OF OREGON)
COUNTY OF COLUMBIA) SS

The foregoing instrument was acknowledged before me this ____ day of _____, 2019,
by Henry Heimuller, as Chair of the Board of County Commissioners, upon whose authority and on
whose behalf this instrument is signed.

Notary Public for Oregon

ACCEPTANCE OF DEDICATION

CITY OF SCAPPOOSE, a Municipal Corporation of the State of Oregon, acting by and through
its City Council, does hereby accept the foregoing dedication as public right-of-way for roadway and
utility purposes pursuant to ORS 92.014.

DATED this ____ day of _____, 2019.

CITY OF SCAPPOOSE

ATTEST

By: _____
Michael Sykes, City Manager

By: _____
Susan Reeves, City Recorder

STATE OF OREGON)
COUNTY OF COLUMBIA) SS

The foregoing instrument was acknowledged before me this ____ day of _____, 2019,
by Michael Sykes, City Manager for the City of Scappoose, upon whose authority and on whose behalf
this instrument is signed.

Notary Public for Oregon

STATE OF OREGON)
COUNTY OF COLUMBIA) SS

The foregoing instrument was acknowledged before me this ____ day of _____, 2019,
by Susan Reeves, City Recorder for the City of Scappoose, upon whose authority and on whose behalf
this instrument is signed.

Notary Public for Oregon

EXHIBIT A

to Dedication Deed
Tax Map ID No. 3N2W12-CA-1302

A parcel of land lying in the SW1/4 of Section 12, Township 3 North, Range 2 West, W.M., Columbia County, Oregon and being a portion of that property described in that Warranty Deed to Gerald Griswold, recorded January 9, 1989 as Instrument No. 89-0147 Columbia County Records; the said parcel being that portion of said property lying Northerly of the existing right of way of a line of J.P. West County Road No. P-62. and at right angles to the center line as described in Parcel 1.

Beginning at Engineer's center line Station 7+00.00, said station being 124.21 feet South and 672.41 feet East of the most Southerly Southwest corner of Partition Plat 2007-08 Columbia County Records; thence N 88° 39'15" W 70.94 feet to Engineer's center line Station 7+70.94; thence N 73°50'20" W 264.61 feet to Engineer's Station 10+55.55 ; thence N 85°48'30" W 344.45 feet to Engineer's Station 14+00.00

Bearings are based on record data as presented on County Survey No. 5860 of Columbia County Survey records.

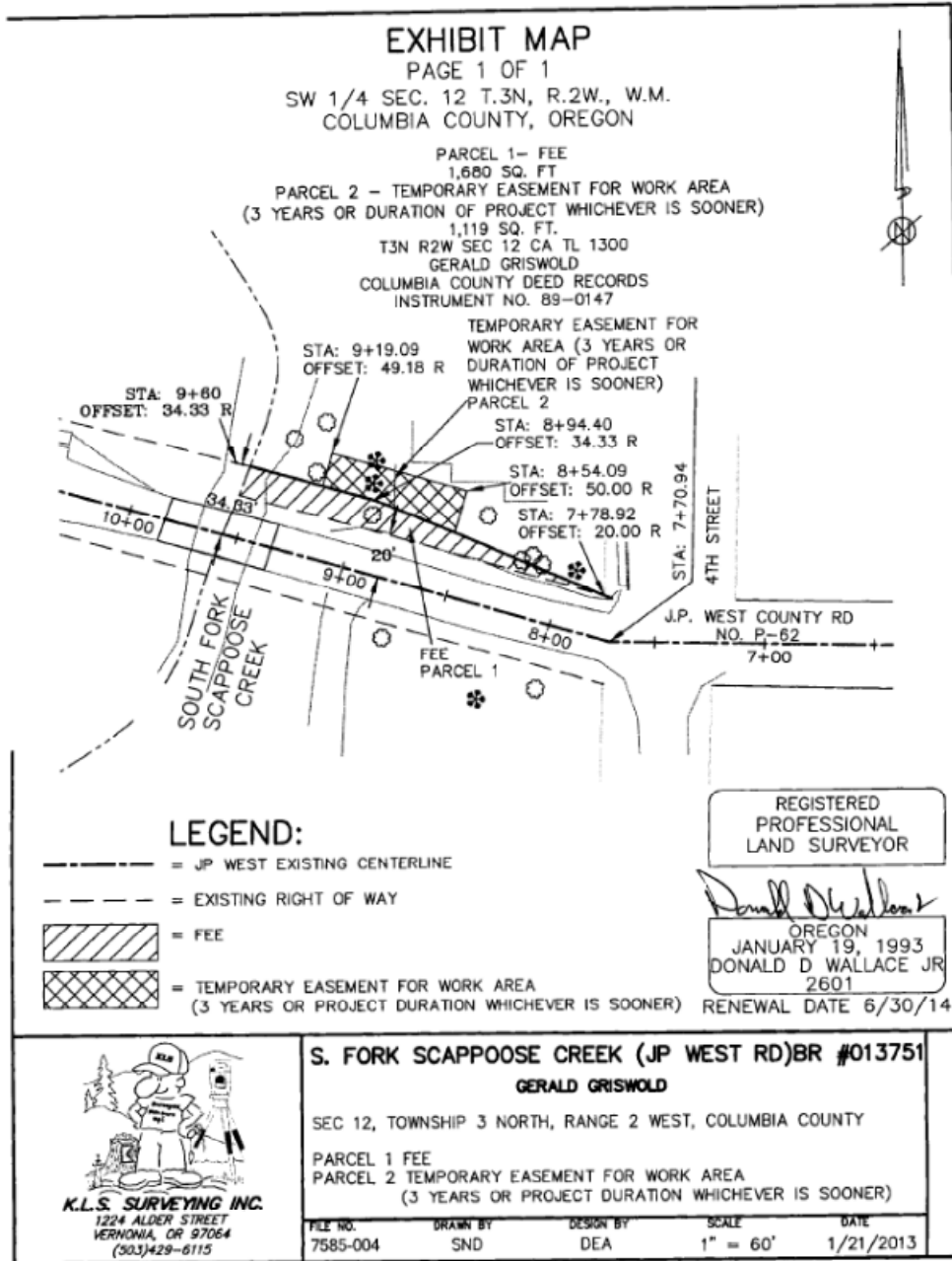
The width in feet of said strip of land is as follows:

Station	to	Station	Width on North Side of Center Line
7+70.94		7+78.92	20.00
7+78.92		8+94.40	20.00 in a straight line to 34.33
8+94.40		9+50.00	34.33

This parcel of land contains 1,680 square feet, more or less, outside the existing right of way.

EXHIBIT B

to Dedication Deed
Tax Map ID No. 3N2W12-CA-1302



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

In the Matter of Conveying Certain Real Property)
in Clatskanie, Oregon, to Jorge Ramirez Palacios,)
Tax Map ID No. 7N4W08-BD-01601) ORDER NO. 45-2019
and Tax Account No. 25749)

WHEREAS, on October 7, 2015, *nunc pro tunc* October 5, 2015, the Circuit Court of the State of Oregon for the County of Columbia entered of record the General Judgment in *Columbia County v. Ross L. Bankston, Sr., et al.*, Case No. 15-CV22735; and

WHEREAS, on October 11, 2017, pursuant to that General Judgment, Seller acquired foreclosed real property, including that certain parcel of land situated in Clatskanie, Oregon, having Tax Map ID No. 7N4W08-BD-01601 and Tax Account No. 25749 (the “Property”), by deed recorded as document number 2017-009754 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 May 22, 2019, with a minimum bid of \$59,130.00, 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, Buyer has offered to purchase the Property for \$25,000.00, an amount exceeding 15% of the 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 Jorge Ramirez Palacios for \$25,000.00, 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.

DATED this ____ day of _____, 2019.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

Approved as to form:

By: _____
Henry Heimuller, Chair

By: _____
Office of County Counsel

By: _____
Margaret Magruder, Vice Chair

By: _____
Alex Tardif, Commissioner

EXHIBIT A

Tax Account No. 25749

Map



EXHIBIT B

AFTER RECORDING, RETURN TO GRANTEE:

Jorge Ramirez Palacios
16050 SW Baseline Rd.
Beaverton, OR 97006

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 Jorge Ramirez Palacios, 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. 7N4W08-BD-01601 and Tax Account No. 25749, and more particularly described on Exhibit A hereto.

The true and actual consideration for this conveyance is \$25,145.00.

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. 45-2019 adopted on the ____ day of _____, 2019, 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 _____, 2019.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

Approved as to form

By: _____
Henry Heimuller, Chair

By: _____
Office of County Counsel

STATE OF OREGON)
) ss.
County of Columbia)

ACKNOWLEDGMENT

This instrument was acknowledged before me on the _____ day of _____, 2019, by Henry Heimuller, Chair, Board of County Commissioners of Columbia County, Oregon, on behalf of which the instrument was executed.

Notary Public for Oregon

EXHBIT A
Legal Description for Map ID No 7N4W08-BD-01601 and
Tax Account No. 25749

A tract of land in Section 08, Township 7 North, Range 4 West, Willamette Meridian, Columbia County, Oregon, being more particularly described as follows:

Beginning at a point that is 382.0 feet East and 134.0 feet South of the Northwest corner of Lot 9 of the Subdivision of the E.G. Bryant Donation Land Claim in Section 8, Township 7 North, Range 4 West, Willamette Meridian, Columbia County, Oregon; thence East and parallel with the North line of Lot 9 a distance of 330 feet, more or less, to a point in the West boundary line of the new Mist-Clatskanie Market Road; thence South along said road to an intersection with a line drawn West from a point that is 1009.0 feet East and 212.75 feet South from the Northwest corner of Lot 9 of the Subdivision of the E.G. Bryant Estate; thence East on said line to a point on the East right of way line of the Mist-Clatskanie Road, said point being the Southwest corner of tract of land conveyed to State of Oregon, by deed recorded April 11, 1951 in Book 110, page 287, Deed Records of Columbia County, Oregon; thence East 227.74 feet to the Southeast corner of said State of Oregon tract; thence South a distance of 120.0 feet to the true point of beginning for the following described property; thence South a distance of 125.29 feet to the South line of Lot 9, Subdivision of E.G. Bryant; thence West a distance of 147.71 feet; thence North a distance of 105.0 feet; thence West a distance of 106.0 feet, more or less, to the East right of way line of said Highway 20.5 feet, more or less, to the Southwest corner of said property as described in Fee No. 88-0303, Records of Columbia County, Oregon; thence East a distance of 253.2 feet to the true point of beginning.

EXCEPTING THEREFROM that tract of land conveyed to Allen M. Anderson et ux by deed recorded September 10, 1992 in Fee No. 92-6521, Records of Columbia County, Oregon.

AFTER RECORDING, RETURN TO GRANTEE:

Jorge Ramirez Palacios
16050 SW Baseline Rd.
Beaverton, OR 97006

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 Jorge Ramirez Palacios, 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. 7N4W08-BD-01601 and Tax Account No. 25749, and more particularly described on Exhibit A hereto.

The true and actual consideration for this conveyance is \$25,145.00.

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. 45-2019 adopted on the ____ day of _____, 2019, 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 _____, 2019.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

Approved as to form

By: _____
Henry Heimuller, Chair

By: _____
Office of County Counsel

STATE OF OREGON)
) ss.
County of Columbia)

ACKNOWLEDGMENT

This instrument was acknowledged before me on the _____ day of _____, 2019, by Henry Heimuller, Chair, Board of County Commissioners of Columbia County, Oregon, on behalf of which the instrument was executed.

Notary Public for Oregon

EXHBIT A
Legal Description for Map ID No 7N4W08-BD-01601 and
Tax Account No. 25749

A tract of land in Section 08, Township 7 North, Range 4 West, Willamette Meridian, Columbia County, Oregon, being more particularly described as follows:

Beginning at a point that is 382.0 feet East and 134.0 feet South of the Northwest corner of Lot 9 of the Subdivision of the E.G. Bryant Donation Land Claim in Section 8, Township 7 North, Range 4 West, Willamette Meridian, Columbia County, Oregon; thence East and parallel with the North line of Lot 9 a distance of 330 feet, more or less, to a point in the West boundary line of the new Mist-Clatskanie Market Road; thence South along said road to an intersection with a line drawn West from a point that is 1009.0 feet East and 212.75 feet South from the Northwest corner of Lot 9 of the Subdivision of the E.G. Bryant Estate; thence East on said line to a point on the East right of way line of the Mist-Clatskanie Road, said point being the Southwest corner of tract of land conveyed to State of Oregon, by deed recorded April 11, 1951 in Book 110, page 287, Deed Records of Columbia County, Oregon; thence East 227.74 feet to the Southeast corner of said State of Oregon tract; thence South a distance of 120.0 feet to the true point of beginning for the following described property; thence South a distance of 125.29 feet to the South line of Lot 9, Subdivision of E.G. Bryant; thence West a distance of 147.71 feet; thence North a distance of 105.0 feet; thence West a distance of 106.0 feet, more or less, to the East right of way line of said Highway 20.5 feet, more or less, to the Southwest corner of said property as described in Fee No. 88-0303, Records of Columbia County, Oregon; thence East a distance of 253.2 feet to the true point of beginning.

EXCEPTING THEREFROM that tract of land conveyed to Allen M. Anderson et ux by deed recorded September 10, 1992 in Fee No. 92-6521, Records of Columbia County, Oregon.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

In the Matter of Conveying Certain Real Property)
In Scappoose, Oregon, to Loren and Desenia)
Goodwin; Tax Map ID No. 4N2W20-00-00800 and)
Tax Account No. 8569)

ORDER NO. 47-2019

WHEREAS, on January 23, 2012, *nunc pro tunc* October 7, 2011, the Circuit Court of the State of Oregon for the County of Columbia entered of record the General Judgment in *Columbia County v. Adams, Richard L. & Donna E., et al.*, Case No. 11-2503; and

WHEREAS, on October 8, 2013, pursuant to that General Judgment, Seller acquired foreclosed real property, including that certain parcel of land situated in Scappoose, Oregon, having Tax Map ID No. 4N2W20-00-00800 and Tax Account No. 8569 (the "Property"), by deed recorded as document number 2013-8254 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 May 22, 2019, with a minimum bid of \$124,790.00, 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, Buyer has offered to purchase the Property for \$40,000.00, an amount exceeding 15% of the 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 Loren and Desenia Goodwin for \$40,000.00, plus an administrative fee in the amount of \$145.00; and
2. The Board of County Commissioners have entered into a Purchase and Sale Agreement; and

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

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

DATED this ____ day of _____, 2019.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____
Henry Heimuller, Chair

Approved as to form:

By: _____
Office of County Counsel

By: _____
Margaret Magruder, Commissioner

By: _____
Alex Tardif, Commissioner

Tax Account No. 8569

Map

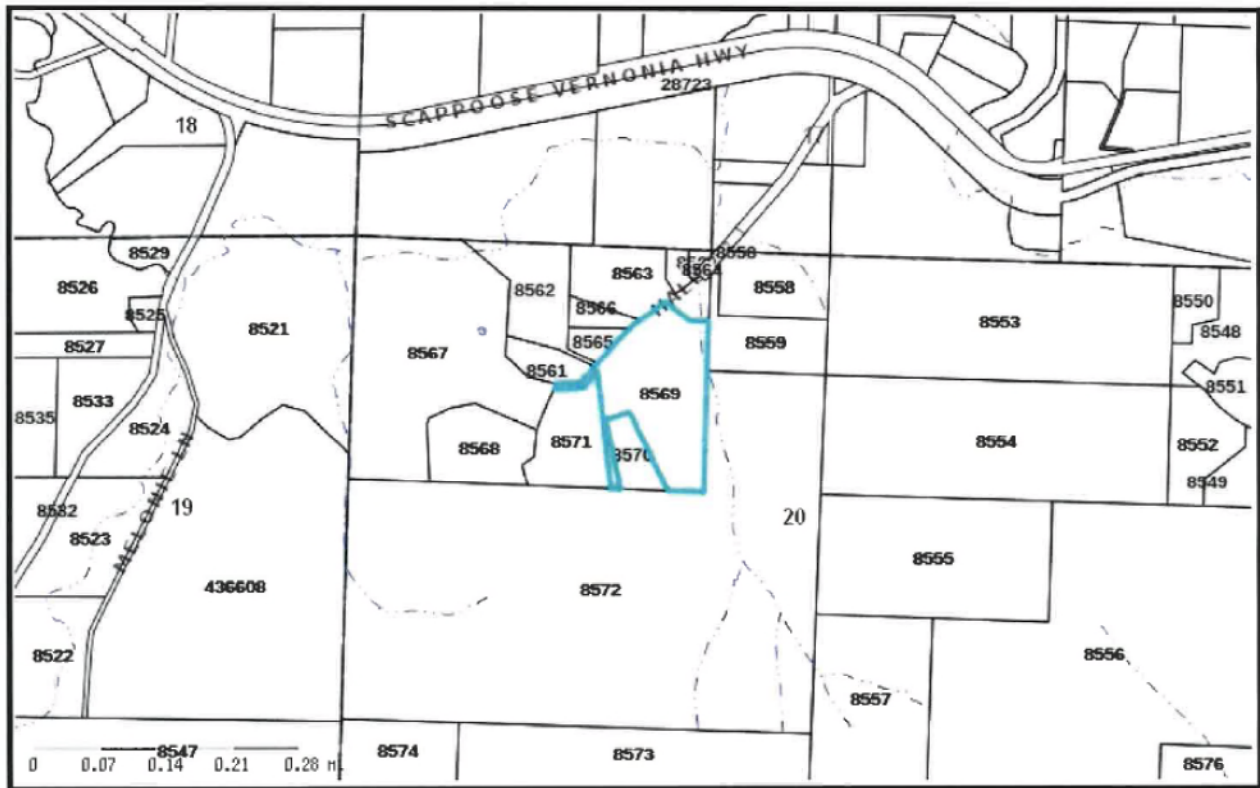


EXHIBIT B

AFTER RECORDING, RETURN TO GRANTEE:

Loren and Desenia Goodwin
29266 Hale Rd.
Scappoose, OR 97056

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 Loren and Desenia Goodwin, Husband and Wife, 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. 4N2W20-00-00800 and Tax Account No. 8569, and more particularly described on Exhibit A hereto.

The true and actual consideration for this conveyance is \$40,145.00.

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. 47-2019 adopted on the ____ day of _____, 2019, 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 _____, 2019.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

Approved as to form

By: _____
Henry Heimuller, Chair

By: _____
Office of County Counsel

STATE OF OREGON)
) ss.
County of Columbia)

ACKNOWLEDGMENT

This instrument was acknowledged before me on the _____ day of _____, 2019, by Henry Heimuller, 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 4N2W20-00-00800 and
Tax Account No. 8569

All that property in Section 20, Township 4 North, Range 2 West, Willamette Meridian, Columbia County, Oregon and described in Contract recorded July 6, 1973 in Book 192, Page 158, Columbia County Deed records, EXCEPTING THEREFROM those parcels conveyed in Deeds recorded August 5, 1975 in Deed Book 202, Page 92, and May 16, 1996 at Fee No. 96-05050, Columbia County records.

AFTER RECORDING, RETURN TO GRANTEE:

Loren and Desenia Goodwin
29266 Hale Rd.
Scappoose, OR 97056

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 Loren and Desenia Goodwin, Husband and Wife, 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. 4N2W20-00-00800 and Tax Account No. 8569, and more particularly described on Exhibit A hereto.

The true and actual consideration for this conveyance is \$40,145.00.

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.

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IN WITNESS WHEREOF, the Grantor has executed this instrument this _____ day of _____, 2019.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

Approved as to form

By: _____
Henry Heimuller, Chair

By: _____
Office of County Counsel

STATE OF OREGON)
) ss.
County of Columbia)

ACKNOWLEDGMENT

This instrument was acknowledged before me on the ____ day of _____, 2019, by Henry Heimuller, 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 4N2W20-00-00800 and
Tax Account No. 8569

All that property in Section 20, Township 4 North, Range 2 West, Willamette Meridian, Columbia County, Oregon and described in Contract recorded July 6, 1973 in Book 192, Page 158, Columbia County Deed records, EXCEPTING THEREFROM those parcels conveyed in Deeds recorded August 5, 1975 in Deed Book 202, Page 92, and May 16, 1996 at Fee No. 96-05050, Columbia County records.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

In the Matter of Conveying an Easement to the Columbia
River People's Utility District for the Use of a Portion of
Certain County-Owned Real Property Identified as Tax
Map ID No. 4N2W-100-3500

ORDER NO. 64-2019

WHEREAS, ORS 271.310 authorizes Columbia County to convey an easement to any utility district to construct, maintain and operate its electric service lines, fixtures and other facilities whenever any political subdivision possesses or controls real property not needed for public use, or whenever the public interest may be furthered; and

WHEREAS, Columbia County owns certain real property at the intersection of Sykes Road and Kappler Road near St. Helens, Oregon, identified as Tax Map ID No. 4N2W-100-3500, and more particularly described in Attachment 1, attached hereto and incorporated herein by this reference; and

WHEREAS, the Columbia River People's Utility District has requested a 10-foot wide utility easement on the above-described property to construct and maintain an electric service line; and

WHEREAS, the easement agreement is attached hereto as Attachment 2 and incorporated herein by this reference, and includes a description and depiction of the easement area; and

WHEREAS, the Board finds that the utility easement is in the public interest because it will improve electric service to the area;

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

1. The County shall convey the utility easement, as set forth in Attachment 2.
2. The Columbia River People's Utility District shall record the easement in the office of the Columbia County Clerk with costs.

DATED this ____ day of July, 2019.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

Approved as to form

By: _____
Office of County Counsel

By: _____
Henry Heimuller, Chair

By: _____
Margaret Magruder, Commissioner

By: _____
Alex Tardif, Commissioner

ATTACHMENT 1

Tax Account No. 92-08-4201-000-03500, which is more particularly described in a deed recorded on April 20, 1988 in Instrument No. F88-1768, Deed Records, conveying property to Dennis M. Olson and Patricia J. Olson, husband and wife, as to an undivided one-half interest; and Douglas A. Wilson and Leslie C. Wilson, husband and wife, as to an undivided one-half interest, as tenants in common, with further exceptions as follows:

Also EXCEPTING that portion conveyed to Michael Charles and Mary Ann Peterson by deed recorded November 10, 1988 in Instrument No. F88-5829, Deed Records.

Also EXCEPTING that portion conveyed to Dennis M. and Patricia J. Olson by deed recorded January 24, 1989, in Instrument No. F89-0378, Deed Records.

Also EXCEPTING that portion conveyed to Douglas A. and Leslie C. Wilson by deed recorded January 24, 1989, in Instrument No. F89-0379, Deed Records.

ATTACHMENT 2

GRANTOR'S NAME AND ADDRESS:

Board of County Commissioners
for Columbia County, Oregon
230 Strand, Room 331
St. Helens, OR 97051

AFTER RECORDING, RETURN TO GRANTEE:

Columbia River People's Utility District
P.O. Box 1193
St. Helens, OR 97051

UTILITY EASEMENT AGREEMENT

GRANTOR, Columbia County, a political subdivision of the State of Oregon, for good and valuable consideration, does hereby grant unto GRANTEE, Columbia River People's Utility District, a People's Utility District organized under ORS Chapter 261, and to its successors and assigns, a perpetual easement to enter upon and to construct, reconstruct, replace, rephase, extend, uncover, repair, operate, and maintain an electrical power line(s) and system over, through, under, and upon the following described property in Columbia County, hereinafter referred to as the "Easement" or "Easement Area":

SEE EXHIBITS A and B attached hereto and incorporated herein by this reference.

GRANTOR also grants unto GRANTEE a temporary easement for a period of six (6) months from and after the date this agreement is executed, over, through, under, and upon that property that is six (6) feet on either side of the Easement Area described herein, for purposes of access to said Easement Area and construction and installation of the electrical power line(s) and system.

TERMS, CONDITIONS, AND COVENANTS

1. Subject to the terms and conditions herein, GRANTEE shall have the right: (1) to cut, trim, and control the growth of trees and shrubbery to the extent necessary, in the GRANTEE's determination, to keep them clear of said line(s) or system; (2) to cut down, trim, or control from time to time the growth of all dead, weak, leaning, or dangerous trees that, in the GRANTEE's determination, could fall and strike the wires of said electric line(s) or system or personnel working on said line(s) or system; (3) of access to and from the within-described the Easement Area over, upon, and across abutting property owned by GRANTOR; and (4) license, permit, or otherwise agree to the joint use and occupancy of said line(s) or system by any other person, association or corporation, for electrification, communication, telephone, cable TV, or other lawful purpose.
2. GRANTOR shall have the right to the use and enjoyment of the Easement Area for all purposes not inconsistent with the rights granted by this Easement. GRANTOR reserves the right of ingress and egress for the use and enjoyment of the Easement Area.
3. GRANTEE shall also obtain prior written approval from GRANTOR prior to cutting, trimming, destroying, or removing any vegetation. However, trimming and removal necessary to keep vegetation clear from the electric transmission/distribution lines or systems shall be allowed.

11. The rights, conditions and provisions of this Easement Agreement shall run with the land, inure to the benefit of GRANTEE, and be binding on GRANTOR and GRANTEE and their successors and assigns.

IN WITNESS THEREOF, we have signed this document this ____ day of _____, 2019.

Approved as to form

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____
Office of County Counsel

By: _____
Henry Heimuller, Chair

STATE OF OREGON)
) ss.
County of Columbia)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019,
by Henry Heimuller, Chair of the Board of County Commissioners for Columbia County, a political
subdivision of the State of Oregon.

Notary Public for Oregon
My Commission Expires: _____

ACCEPTED:

COLUMBIA RIVER PUD

By: _____

Name: _____

Title: _____

Date: _____, 2019



KLS Surveying Inc.
1224 Alder Street
Vernonia, OR 97064

Phone: (503) 429-6115
Fax: (866) 297-1402
Email: dwallace_kls@msn.com

Exhibit A

10' Wide Easement

A 10 foot wide strip of land in the Southeast quarter of Section 1, Township 4 North, Range 2 West of the Willamette Meridian, Columbia County, Oregon lying 5.00 feet on either side of the following described centerline:

- Beginning at a point that lies South $27^{\circ}17'06''$ West 1596.06 feet from the Northeast corner of the Southeast quarter of said Section 1 said point also lying North $82^{\circ}47'52''$ West 675.45 feet from the intersection of the East line of the Southwest quarter of Section 1 and the South right of way line of Sykes Road;
- thence North $57^{\circ}11'52''$ West 430.52 feet;
- thence North $60^{\circ}06'56''$ West 100.54 feet

Excluding therefrom that portion lying within Sykes County Road No. P-214 and Kappler Road No. 158.

The bearings are geodetic based on GPS observations taken at a point with Latitude of $45^{\circ}50'58.5''$ North, and a Longitude of $122^{\circ}52'32.2''$ West. The convergence angle (From Oregon State Plane Coordinate System North Zone) at said point is $-01^{\circ}41'05''$.

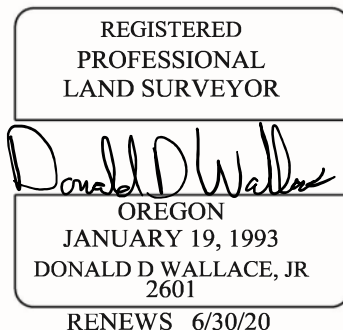


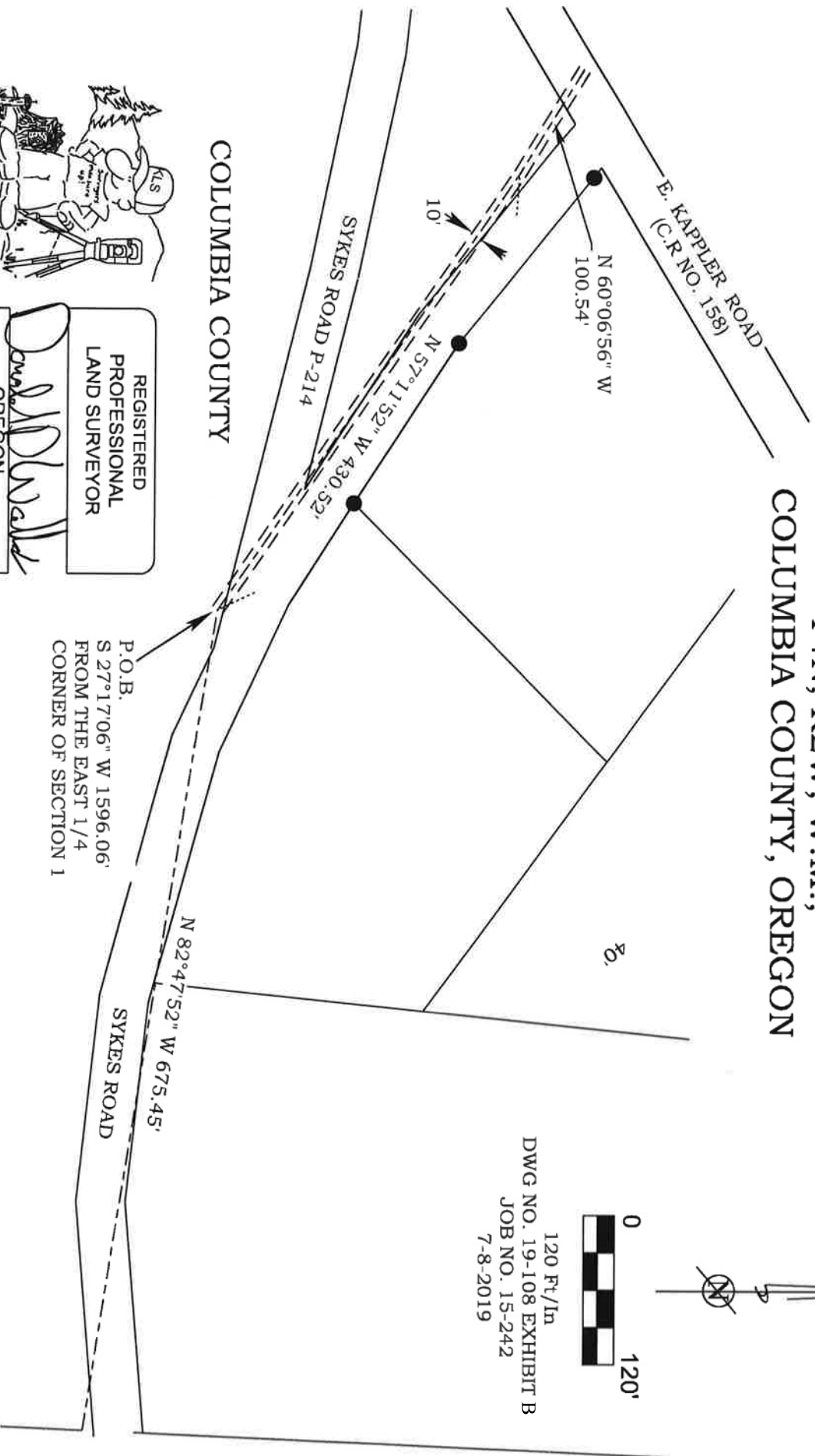
EXHIBIT B

FOR THE COLUMBIA RIVER PUD

IN THE SE 1/4 OF SECTION 1,

T4N, R2W, W.M.,

COLUMBIA COUNTY, OREGON



DWG NO. 19-108 EXHIBIT B
JOB NO. 15-242
7-8-2019

COLUMBIA COUNTY



K.L.S. SURVEYING INC.
1224 ALDER STREET
VERNONIA, OREGON 97064
(503) 429-6115

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Donald D. Wallace, Jr.
OREGON

JANUARY 19, 1993
DONALD D. WALLACE, JR.
2601

RENEWES 6/30/20

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

In the Matter of Conveying an Easement to the Columbia
River People's Utility District for the Use of a Portion of
Certain County-Owned Real Property Identified as Tax
Map ID No. 4N2W-100-3600

ORDER NO. 65-2019

WHEREAS, ORS 271.310 authorizes Columbia County to convey an easement to any utility district to construct, maintain and operate its electric service lines, fixtures and other facilities whenever any political subdivision possesses or controls real property not needed for public use, or whenever the public interest may be furthered; and

WHEREAS, Columbia County owns certain real property on Sykes Road near St. Helens, Oregon, identified as Tax Map ID No. 4N2W-100-3600, and more particularly described in Attachment 1, attached hereto and incorporated herein by this reference; and

WHEREAS, the Columbia River People's Utility District has requested a 5-foot wide utility easement on the above-described property to construct and maintain an electric service line; and

WHEREAS, the easement agreement is attached hereto as Attachment 2 and incorporated herein by this reference, and includes a description and depiction of the easement area; and

WHEREAS, the Board finds that the utility easement is in the public interest because it will improve electric service to the area;

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

1. The County shall convey the utility easement, as set forth in Attachment 2.
2. The Columbia River People's Utility District shall record the easement in the office of the Columbia County Clerk with costs.

DATED this ____ day of July, 2019.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

Approved as to form

By: _____
Office of County Counsel

By: _____
Henry Heimuller, Chair

By: _____
Margaret Magruder, Commissioner

By: _____
Alex Tardif, Commissioner

ATTACHMENT 1

All that portion of the East half of the Southeast quarter of Section 1, T. 4 N. of R. 2 W. of the W.M., Columbia County, Oregon, which lies south of Edward Sykes County Road as petitioned for and filed January 16, 1931, in the office of the County Clerk of Columbia County, Oregon, and as now used and traveled, excepting therefrom any portion thereof used for County Road purposes.

ATTACHMENT 2

GRANTOR'S NAME AND ADDRESS:

Board of County Commissioners
for Columbia County, Oregon
230 Strand, Room 331
St. Helens, OR 97051

AFTER RECORDING, RETURN TO GRANTEE:

Columbia River People's Utility District
P.O. Box 1193
St. Helens, OR 97051

UTILITY EASEMENT AGREEMENT

GRANTOR, Columbia County, a political subdivision of the State of Oregon, for good and valuable consideration, does hereby grant unto GRANTEE, Columbia River People's Utility District, a People's Utility District organized under ORS Chapter 261, and to its successors and assigns, a perpetual easement to enter upon and to construct, reconstruct, replace, rephase, extend, uncover, repair, operate, and maintain an electrical power line(s) and system over, through, under, and upon the following described property in Columbia County, hereinafter referred to as the "Easement" or "Easement Area":

SEE EXHIBITS A and B attached hereto and incorporated herein by this reference.

GRANTOR also grants unto GRANTEE a temporary easement for a period of six (6) months from and after the date this agreement is executed, over, through, under, and upon that property that is six (6) feet on either side of the Easement Area described herein, for purposes of access to said Easement Area and construction and installation of the electrical power line(s) and system.

TERMS, CONDITIONS, AND COVENANTS

1. Subject to the terms and conditions herein, GRANTEE shall have the right: (1) to cut, trim, and control the growth of trees and shrubbery to the extent necessary, in the GRANTEE's determination, to keep them clear of said line(s) or system; (2) to cut down, trim, or control from time to time the growth of all dead, weak, leaning, or dangerous trees that, in the GRANTEE's determination, could fall and strike the wires of said electric line(s) or system or personnel working on said line(s) or system; (3) of access to and from the within-described the Easement Area over, upon, and across abutting property owned by GRANTOR; and (4) license, permit, or otherwise agree to the joint use and occupancy of said line(s) or system by any other person, association or corporation, for electrification, communication, telephone, cable TV, or other lawful purpose.
2. GRANTOR shall have the right to the use and enjoyment of the Easement Area for all purposes not inconsistent with the rights granted by this Easement. GRANTOR reserves the right of ingress and egress for the use and enjoyment of the Easement Area.
3. GRANTEE shall also obtain prior written approval from GRANTOR prior to cutting, trimming, destroying, or removing any vegetation. However, trimming and removal necessary to keep vegetation clear from the electric transmission/distribution lines or systems shall be allowed.

11. The rights, conditions and provisions of this Easement Agreement shall run with the land, inure to the benefit of GRANTEE, and be binding on GRANTOR and GRANTEE and their successors and assigns.

IN WITNESS THEREOF, we have signed this document this ____ day of _____, 2019.

Approved as to form

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____
Office of County Counsel

By: _____
Henry Heimuller, Chair

STATE OF OREGON)
) ss.
County of Columbia)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019,
by Henry Heimuller, Chair of the Board of County Commissioners for Columbia County, a political
subdivision of the State of Oregon.

Notary Public for Oregon
My Commission Expires: _____

ACCEPTED:

COLUMBIA RIVER PUD

By: _____

Name: _____

Title: _____

Date: _____, 2019



KLS Surveying Inc.
1224 Alder Street
Vernonia, OR 97064

Phone: (503) 429-6115
Fax: (866) 297-1402
Email: dwallace_kls@msn.com

Exhibit A

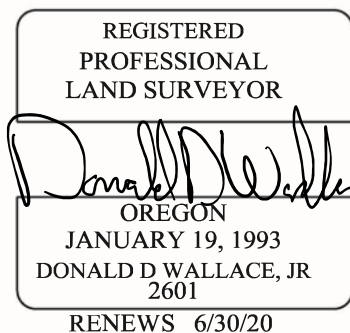
5' Wide Easement

A 5 foot wide strip of land in the Southeast quarter of Section 1, Township 4 North, Range 2 West of the Willamette Meridian, Columbia County, Oregon lying 2.50 feet on either side of the following described centerline:

- Beginning at a point that lies South $27^{\circ}27'03''$ West 1608.34 feet from the Northeast corner of the Southeast quarter of said Section 1, said point also lying North $83^{\circ}39'07''$ West 683.79 feet from the intersection of the East line of the Southwest quarter of Section 1 and the South right of way line of Sykes Road;
- thence North $24^{\circ}05'14''$ East 15.96 feet more or less to the Southerly right of way line of Sykes Road.

The side lines of said easement are to extend and terminate on the Southerly right of way line of Sykes Road No. P-214.

The bearings are geodetic based on GPS observations taken at a point with Latitude of $45^{\circ}50'58.5''$ North, and a Longitude of $122^{\circ}52'32.2''$ West. The convergence angle (From Oregon State Plane Coordinate System North Zone) at said point is $-01^{\circ}41'05''$.

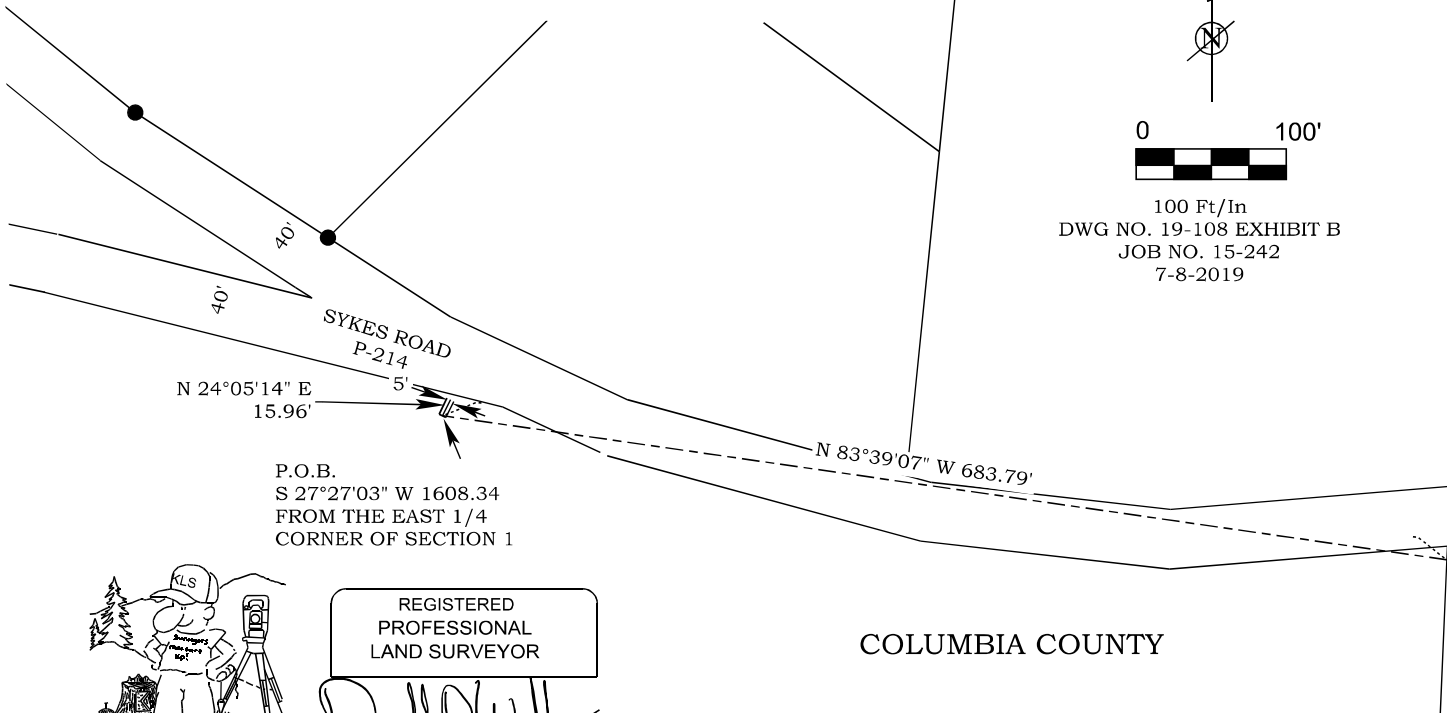


E. KAPPLER ROAD

EXHIBIT B
FOR THE COLUMBIA RIVER PUD
IN THE SE 1/4 OF SECTION 1,
T4N, R2W, W.M.,
COLUMBIA COUNTY, OREGON



100 Ft/In
DWG NO. 19-108 EXHIBIT B
JOB NO. 15-242
7-8-2019



N 24°05'14" E
15.96'

P.O.B.
S 27°27'03" W 1608.34
FROM THE EAST 1/4
CORNER OF SECTION 1

N 83°39'07" W 683.79'

COLUMBIA COUNTY



K.L.S. SURVEYING INC.
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VERNONIA, OREGON 97064
(503) 429-6115

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JANUARY 19, 1993
DONALD D WALLACE, JR
2601

RENEWS 6/30/20

PERSONAL SERVICES CONTRACT
FOR ASSESSMENT AND TAXATION SOFTWARE 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, 2019.
2. Completion Date. The completion date for this Agreement shall be no later than June 30, 2020 (the "original term"), unless earlier terminated as provided herein. The parties may, by mutual agreement in writing, extend this Agreement for up to three additional one-year terms 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 original term an amount not to exceed \$78,341. 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:

Sue Martin
 Columbia County Assessor
 Columbia County Courthouse
 St. Helens, Oregon 97051

Murray A. Giesbrecht, President
 Helion Software, Inc.
 PO Box 3506
 Salem, Oregon 97302

RECEIVED ON
 JUL 01 2019
 COLUMBIA COUNTY
 ASSESSOR

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, copartnership, 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. Time of the Essence. The parties agree that time is of the essence in this Agreement.
- 18. Ownership of Documents. All documents of any nature and/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.
- 19. Mediation. In the event of a dispute between the parties arising out of or relating to this Contract, the parties agree to submit such dispute to a mediator agreed to by both parties as soon as practicable after the dispute arises, and preferably before commencement of litigation of any permitted arbitration. The parties agree to exercise their best efforts in good faith to resolve all disputes in mediation.
- 20. Choice of Law. This Agreement shall be governed by the laws of the State of Oregon.
- 21. Venue. Venue relating to this Agreement shall be in the Circuit Court of the State of Oregon for Columbia County, located in St. Helens, Oregon.
- 22. 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. Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
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

Helion Software

Name: Murray Giesbrecht

By: Murray Giesbrecht

Title: CEO

Date: June 25, 2019

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____

Henry Heimuller, Chair

By: _____

Margaret Magruder, Commissioner

By: _____

Alex Tardif, Commissioner

Date: _____

Approved as to form

By: _____

Office of County Counsel

Exhibit "A"

STATEMENT OF WORK, COMPENSATION PAYMENT TERMS and SCHEDULE

Section 1. Contractor's Services

Contractor's services are divided into FIVE parts:

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

Part 2 – Discretionary Support/ Development Hours for a maximum of 0 hours (at \$135.00/hour) of offsite/onsite staff for ORCATS support and program development for Columbia.

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

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

Work will be billed monthly.

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

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

Upon using the software in production, programming bugs (any programming functionality that does not perform to specification) as identified by Columbia County (or other consortium members) within 45 days or within a specified project timeline as established

by mutual agreement between the Contractor and the County will be will be considered part of the original quote. Identification of a bug does not extend the acceptance period.

Any changes to requirements as agreed between Helion and Columbia County may cause an adjustment to the original quote. All Helion staff will be under the direct management of Helion and would be required to follow all of Helion's procedures and policies. Helion is in the process of developing these policies and procedures and will provide Columbia County a copy of those that are relevant to the work described in this contract as they become available or change. Helion will work on whatever Columbia County requested as long as it is within those policies and procedures. Typical uses would be programming projects unique to Columbia County (or groups of consortium members) and additional programming on projects of special interest to Columbia County (or groups of consortium members).

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

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

Part 3 – Website Hosting for County provided by Helion

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

Section 2. Service Level Agreement

1. Supported Software and Maintenance

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

Helion Start Menu

Deployer

Account Manager

Property Appraisal

Ratio Study

Real Land Schedules

Real Sales

Trend Finder
Real Librarian
Real Value Indexes
Real Value Recalc
MS Ledger Voucher
Personal Vouchers
Utility Ledger Voucher
Utility Values
Utility Input
Address Parser
Appraisal Maintenance
Appraisal Reports
Assessor Reports
Name Parser
Lookup Table Maintenance
Name Parser
Property Query
Web Property Query
Custom Query
Image Processing
ORCATS Integration Services
File Service
Data Exchange
Interested Party
Lender Code Maintenance
Tax Notation Maintenance

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

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

The corrective services provided by Helion may include:

- Providing a resolution to the problem immediately; or
- Providing documented clear steps that county staff can reasonably take to correct the problem; or
- Following analysis, providing documented clear steps toward problem resolution; or
- Performing configuration changes to the Helion software; or
- Modifying corrupt data caused by a defect in the software.

- 1.04 Helion will provide support for modifications or specialized features made at the

request of the County and performed by Helion.

- 1.05 All modifications or specialized features made at the request of the County and performed by Helion will be ported to and supported in all future versions and releases of the Software unless authorized in writing from the County.
- 1.06 Any changes to comply with legal requirements will be performed under Section 1, Part 1.
- 1.07 Helion will assist County with the following Data Manipulation either directly or by providing an application so the County can perform the tasks themselves:
 - Changing a value from Entered to Calculated or Calculated to Entered at the following levels:
 - Improvement
 - Accessories
 - Floor
 - Inventory
 - Land Fragment
 - OSD
 - Changing a Neighborhood Code
 - Changing an Improvement, Land Fragment or OSD from Trendable to Non-Trendable or Non-Trendable to Trendable
 - Change one RMV class to another
 - Bulk load LCM Schedules

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

- 2.00 Database Maintenance
- 2.01 Helion will provide on-going consulting on procedures for the backup and restoration of all databases required to run the ORCATS software.
- 2.02 Helion will consult with the County technical staff as needed on the status of all databases required to run the ORCATS software and ensure that all database indexes and database features are configured appropriately to ensure the proper functioning of all Helion supported software.
- 2.03 If requested, Helion will ensure that database backups are performed prior to any modification to the database structure and/or schema as part the implementation of new ORCATS software through new version release or problem resolution.
- 2.04 Helion will perform all database repair and recovery due to database corruption, malfunction, or inconsistency brought about by implementation of new ORCATS software through new version release or problem resolution, by defects in or improper

functioning of the client software, or by third party software used within any Helion supported software.

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

3.00 Response Times and System Access

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

3.02 County shall notify Helion, either by telephone or in writing or email, of any deficiency and shall provide any other information that Helion may reasonably request in determining the nature of the deficiency. Helion shall commence correction of such deficiency in accordance with this section. Helion will provide problem resolution through telephone, electronic, remote and onsite assistance to the County designated representatives. Resolving the problem may include the initial contact and any subsequent contact and actions necessary to address the initial issue for the County. Helion will provide the County with a local telephone or toll-free telephone number, an email address, and a designated point of contact to receive calls or e-mails for trouble reports. The County shall designate authorized callers (who may change from time to time) for access to the telephone support.

3.03 The County agrees to provide Helion with VPN access or through other secure electronic access technology and services at the County's expense for purposes of Helion's fulfillment of its maintenance obligations. Such access shall not result in the unnecessary or unreasonable disruption of the County's business operations.

3.04 Helion will respond to system problems that do not prevent normal daily operation of the system (Non- Emergency Response) within 16 business hours of the receipt of the trouble call.

3.05 On-Site Support. In an emergency or if all other support options fail, Helion shall have a technician on-site within one (1) business day of a request from the County. This does not apply to Down System events, as described in Section 3.06.

3.06 Down-System Response: The system is considered "down" when any part of the system prevents daily operation ("Down System"). Helion shall respond within two business hours of telephone notification. Response may be by telephone.

3.07 Normal Support Hours: At all times from 8:00 a.m. to 5:00 pm Pacific Standard Time (PST) (note: Pacific Daylight Saving Time (PDST) when in effect) weekdays. The hours of Support shall not include New Year's Day, Memorial Day, Veterans Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, and Christmas Day.

3.08 Helion will provide Tax Season assistance to ensure the timely completion of tax amount calculation, statement printing and state reporting.

- 3.09 Helion will provide support for and is solely responsible for the proper functioning, licensing and distribution of additional or third party software used within their products or distributed with their products as a component of their software. Helion guarantees the functioning of this third party software as a component of their software.
- 3.10 Helion is not liable for any failure or delay in performance due to any cause beyond its control.
- 3.11 The obligations described in Sections 3.00 through 3.11 are hereafter referred to as "Support."
- 4.00 County's Responsibilities
- 4.01 To receive Maintenance and Support, the County is responsible for complying with the following:
- The situation giving rise to the question is reproducible or a documented history of the same event has been provided;
 - The hardware and client workstation operating systems meet minimum Helion requirements (as published and distributed with each ORCATS version update)
 - County designated representatives will submit all questions to Helion;
 - County designated representatives must have knowledge regarding the facts and circumstances surrounding the incident;
 - The full system, including software and hardware, is available to the County representative and accessible by him or her without limit during any telephone discussions with Helion support personnel;
 - The County representative will follow the instructions and suggestions of Helion's support personnel, using the full system.
- 4.02 County will provide remote electronic access using VPN access through Internet connection (this is the preferred method) or will provide remote electronic access using other technologies and services that meet County's security requirements.
- 4.03 Helion must have received payment per this Agreement, Section 3, Paragraph 2.
- 4.04 If the resolution of a problem requires the installation of a newer version of the product, the County agrees that Helion may install the new version as part of the resolution process, depending upon the urgency of the problem resolution.
- 5.00 Services NOT Covered by Helion Under Part 1
- 5.01 The County acknowledges that significant changes to the computing environment may affect compatibility with Helion software. Any such changes made, without consultation with Helion, may result in Helion's inability to provide support.
- 5.02 Helion is not responsible for remote or on-site training assistance unless specifically arranged through a separate services contract with Helion.

5.03 Helion is not responsible for software support on any products that are not part of the ORCATS system. Examples include Deschutes Download, County's web sites, Microsoft Office, etc.

5.04 The following services are excluded from coverage under Part 1:

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

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

Section 3 Schedule and Payment Terms

1. Effective Date and Duration: Contractor's services will begin on July 1, 2019. Unless earlier terminated or extended, this contract shall expire on June 30, 2020 or when Contractor's completed performance has been accepted by County. However, such expiration shall not extinguish or prejudice County's right to enforce this contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor's performance that has not been cured.
2. Compensation by the County: Payment for all work performed under this contract shall be made as set forth below from available and authorized County funds, and shall not exceed the maximum sum of \$68,794 for Part 1, \$0 for Part 2, and \$7,460 for Part 3, \$2087 for Part 4, \$78,341 in Total. Travel and other expenses of the Contractor shall not be reimbursed by County unless specifically provided herein as a supplementary condition.
 1. Interim payments shall be made to Contractor following County's review and approval of billings submitted by Contractor. Contractor will also submit copies of other billings for work performed under the contract when such bills are to be paid by other parties. These other billings are not subject to the maximum compensation amount of this contract.
 2. Contractor shall not submit billings for, and County will not pay, any amount in excess of the maximum compensation amount of this contract, including any travel and other expense when noted below. If the maximum compensation amount is increased by amendment of this contract, the amendment must be fully effective before Contractor performs work subject to the amendment. Contractor shall notify County's supervising representative in writing 30 calendar days before this contract expires of the upcoming expiration of the contract. No payment will be made for any services performed before

the beginning date or after the expiration date of this contract. This contract will not be amended after the expiration date.

3. Contractor shall submit monthly billing for Part 1, Part 3 and Part 4. Billing for Part 1, Part 3 and Part 4 will be for 1/12th of the contract totals.

RCTP INVESTMENT AGREEMENT C110-2019 AMENDMENT

WHEREAS, on **June 18, 2019**, Columbia County and Columbia County Economic Team entered into a \$36,000 RCTP Investment Agreement C110-2019 for Phase 1 enhancements to the Crown Zellerbach Trail.

WHEREAS, the parties are desirous of amending the Agreement to include an additional \$4,000 in enhancements completed by Columbia County.

NOW THEREFORE, in consideration of the mutual promises contained herein, the above referenced RCTP INVESTMENT AGREEMENT C110-2019 is hereby amended as follows (~~original wording~~, **amended wording**):

- Page 1, Bullet 3:
- \$67000.00 **\$10,000.00** to be invoiced and paid upon receipt of final project report (see below)

Acknowledged and agreed to by:

Authorized Columbia County Signature	_____	Chuck Daughtry, Executive Director Columbia County Economic Team	_____
Printed Name and Title	_____		_____
Date	_____		_____

Amendment No. 1 to Intergovernmental Agreement No. 11088

This is Amendment No. 1 to Intergovernmental Agreement No. 11088, effective **July 1, 2017**, as amended from time to time (the "Agreement"), between the State of Oregon, acting by and through its **Oregon Department of Education, Youth Development Division** ("Agency") and **Columbia County** ("County"). This Amendment is effective on **July 1, 2019** ("Amendment Effective Date").

The Agreement is amended as follows (new language is indicated by underlining and bold and deleted language is indicated by ~~strikethrough~~):

1. **Section 6** of the Agreement is hereby amended as follows:

SECTION 6: COMPENSATION AND PAYMENT TERMS

EXPENSE REIMBURSEMENT SUBJECT TO A CAP

Agency shall reimburse County, up to but not in excess of **\$118,628.00 consisting of an amount not to exceed \$56,760.00 from July 1, 2017 through June 30, 2019, and an amount not to exceed \$61,868.00 for July 1, 2019 through June 30, 2021**, for all expenses reasonably and necessarily incurred in performing the work and delivering the deliverables required of County under this Agreement. Payment will be made quarterly, for work performed

2. **Section 19** of the Agreement is hereby amended as follows:

Except as provided expressly in this Agreement, ~~The~~ the terms of this Agreement may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.

3. **Exhibit B, section III.1, Plan**, is hereby amended as follows:

a. Plan Implementation

County shall implement, or through Providers, shall require to be implemented, the JCP Services and JCP Basic Services portions of the Plan. The County has developed or agrees to develop the JCP Services, JCP Basic Services and Diversion Services portions of the Plan according to guidelines provided by Agency. **County shall submit to Agency for Agency's review and approval a new Plan for each legislative biennium. Until the Plan for a new legislative biennium has been approved by the Agency and is on file with the Agency, the Plan for the prior legislative biennium shall remain in effect and County shall continue to provide Services under that Plan; once the Plan for a new legislative biennium has been approved by Agency and is on file with Agency, that Plan shall replace the Plan for the prior legislative biennium and be incorporated into and be a part of this Agreement without any further action on the part of the parties.**

b. Amendment to Plan

County may request amendment of the Plan by notifying Agency in writing thirty (30) days prior to the submission of such proposed amendment. All amendments to the Plan shall be in a format prescribed by Agency. County must obtain approvals for an amendment that makes any significant change in the Plan. A significant change in the Plan includes but is not limited to any funding change in the categories of services outlined in the Plan. For the purposes of this Section 1.b, Juvenile Crime Prevention Services, Basic Services, and Diversion Services are deemed separate funding sources. County shall follow the following requirements if it desires to change the Plan:

- (i) The Plan cannot be amended to change allocations between Juvenile Crime Prevention Services and Basic Services/Diversion Services.
- (ii) Changes to the JCP budget in the Plan aggregating 10% or greater of the total budget for any of

the funding sources must be reviewed and approved by the Agency in writing, prior to the changes taking effect.

- (iii) County shall submit written notification to Agency for any changes to the JCP budget in the Plan aggregating less than 10% of the total budget for any of the funding sources. This notification will be reviewed by Agency. The Agency reserves the right to require that the County notification be reviewed by the YDC for approval prior to the changes taking effect.
- (iv) All amendments to the Plan which comply with this Section shall be on file with Agency and shall become a part of the Plan and this Agreement from its effective date without the necessity of executing a formal amendment to this Agreement. For purposes of this Section, the effective date of a Plan amendment is the date the Plan amendment is approved or notification is received by the Agency.
- (v) In the event Agency increases or decreases the amount of funding in this Agreement pursuant to Exhibit E in an amount aggregating 10% or greater of the total budget for JCP Services, County may amend the Plan in response to the funding change, but only in a manner that is consistent with state law and rules. Such Plan amendment shall be effective no sooner than the effective date of the funding change. No later than five (5) days from its effective date, County must send any Plan amendment to Agency, who must review the amendment within thirty (30) days of its effective date. The Plan must be approved as presented or as agreed upon by the parties no later than sixty (30) days from the effective date.

4. The **table in Exhibit C Award** of the Agreement is hereby amended as follows:

<u>FUNDING YEARS</u>	FUNDING AREA	GENERAL FUND	FEDERAL FUNDS	CFDA NUMBER
<u>2017-2019</u>	[2-] JCP Prevention	\$56,760.00		
<u>2019-2021</u>	<u>JCP Prevention</u>	<u>\$61,868.00</u>		

Columbia County

By: _____

Date: _____

Authorized Signature

FEID: _____

Printed Name/ Title

STATE OF OREGON, acting by and through its Oregon Department of Education

By: _____

Date: _____

Authorized Signature/ Title

Approved for Legal Sufficiency

By: Jake J. Hogue by email, Assistant Attorney General

Date: 06/26/2019

Name/ Title

PUBLIC SERVICES CONTRACT
(ORS Chapter 279B)
by and between COLUMBIA COUNTY and
Temp-Control Mechanical Service Corp.

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 Temp-Control Mechanical Service Corp. (TCMS), hereinafter referred to as "Contractor".

WITNESSETH:

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

1. Effective Date. This Agreement is effective on the date last signed below.
2. Completion Date. The completion date for this Agreement shall be one year from the completion date unless sooner terminated as provided herein.
3. Contractor's Services. Contractor agrees to provide the services described in the Contractor's Proposal, a copy of which is attached hereto, labeled Exhibit "A" and incorporated herein by this reference. In case of conflict between Contractor's Proposal and this Agreement, this Agreement shall control.
4. Consideration. County shall pay Contractor on a fee-for-service basis, an amount not to exceed \$8,237.25, said amount to be the complete compensation to Contractor for the services performed under this Agreement. These fees shall include all expenses. Unless otherwise agreed to in writing by the parties, payment shall be made in a lump sum at the satisfactory completion of the project. This Agreement is subject to the appropriation of funds by County, and/or the receipt of funds from state and federal sources. In the event sufficient funds shall not be appropriated, and/or received, by County for the payment of consideration required to be paid under this Agreement, then County may terminate this Agreement in accordance with Section 17 of this Agreement.
5. Contract Representatives. Contract representatives for this Agreement shall be:

FOR COUNTY

Sheriff Brian Pixley
901 Port Ave.
St. Helens, Oregon 97051

FOR CONTRACTOR

Keith Franke, VP of Service-Washington
1060-A Industrial Way
Longview, WA 98632

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

the other party at the address listed.

6. Permits - Licenses. Unless otherwise specified, Contractor shall procure all permits and licenses, pay all charges and fees and give all notices necessary for performance of this Agreement prior to commencement of work.
7. Compliance with Codes and Standards. It shall be the Contractor's responsibility to demonstrate compliance with all applicable building, health and sanitation laws and codes, and with all other applicable Federal, State and local acts, statutes, ordinances, regulations, provisions and rules. Contractor shall engage in no activity which creates an actual conflict of interest or violates the Code of Ethics as provided by ORS Chapter 244, or which would create a conflict or violation if Contractor were a public official as defined in ORS 244.020.
8. Reports. Contractor shall provide County with periodic reports about the progress of the project at the frequency and with the information as prescribed by the County.
9. Independent Contractor. Contractor is engaged hereby as an independent contractor and shall not be considered an employee, agent, partner, joint venturer or representative of County for any purpose whatsoever. County does not have the right of direction or control over the manner in which Contractor delivers services under this Agreement and does not exercise any control over the activities of the Contractor, except the services must be performed in a manner that is consistent with the terms of this Agreement. County shall have no obligation with respect to Contractor's debts or any other liabilities of Contractor. Contractor shall be responsible for furnishing all equipment necessary for the performance of the services required herein. In addition:
 - A. Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Agreement.
 - B. This Agreement is not intended to entitle Contractor to any benefits generally granted to County employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Agreement to the Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, social security, workers' compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Public Employees Retirement System).
 - C. The Contractor is an independent contractor for purposes of the Oregon workers' compensation law (ORS Chapter 656) and is solely liable for any workers' compensation coverage under this Agreement. If the Contractor has the assistance of other persons in the performance of the Agreement, the Contractor shall qualify and remain qualified for the term of this Agreement as a carrier-insured or self-insured employer under ORS 656.407. If the

Contractor performs this Agreement without the assistance of any other person, unless otherwise agreed to by the parties, Contractor shall apply for and obtain workers' compensation insurance for himself or herself as a sole proprietor under ORS 656.128.

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

A. Contractor shall:

- (1) Make payment promptly, as due, to all persons supplying to Contractor labor or material for the performance of the work provided for in this Agreement. [ORS 279B.220 (1)]
- (2) Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or any subcontractor incurred in the performance of this Agreement. [ORS 279B.220 (2)]
- (3) Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished. [ORS 279B.220 (3)]
- (4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. [ORS 279.220 (4)]

B. Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness and injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that Contractor collects or deducts from the wages of employees under any law, contract or agreement for the purpose of providing or paying for such services. [ORS 279B.230 (1)]

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

D. Contractor shall notify employees in writing, who work under this Agreement, either at the time of hire or before work begins on this Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the contractor may require the employees to work. [ORS 279A.235 (5)(b)]

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

F. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.

11. Non-Discrimination. Contractor agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, handicap or age, suffer discrimination in the performance of this Agreement when employed by Contractor. Contractor certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business enterprise that is certified under ORS 200.055 in awarding a subcontract.
12. Tax Compliance. As required by ORS 279B.045, Contractor represents and warrants that Contractor has complied with the tax laws of this state and all political subdivisions of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318. Contractor shall continue to comply with the tax laws of this state and all political subdivisions of this state during the term of the public contract. Contractor's failure to comply with the tax laws of this state or a political subdivision of this state before the Contractor executes this Agreement or during the term of this Agreement is a default for which County may terminate this Agreement and seek damages and other relief available under the terms of this Agreement or under applicable law. Contractor hereby certifies, under penalty of perjury, as provided in ORS 305.385(6), that to Contractor's knowledge, Contractor is not in violation of any of the tax laws of this state or political subdivision of this state, including but not limited to ORS 305.380(4).
13. Nonassignment; Subcontracts. Contractor shall not assign, subcontract or delegate the responsibility for providing services hereunder to any other person, firm or corporation without the express written permission of the County, except as provided in Contractor's Proposal.
14. Nonwaiver. The failure of the County to enforce any provision of this Agreement shall not constitute a waiver by the County of that or any other provision of the Agreement.
15. Indemnity. Contractor shall indemnify, defend, save, and hold harmless the County, its officers, agents and employees, from any and all claims, suits or actions of any nature, including claims of injury to any person or persons or of damage to property, caused directly or indirectly by reason any error, omission, negligence, or wrongful act by Contractor, its officers, agents and/or employees arising out the performance of this agreement. This indemnity does not apply to claims, suits or actions arising solely out of the negligent acts or omissions of the County, its officers, agents or employees.

16. Insurance. Contractor shall maintain commercial general liability and property damage insurance in an amount of not less than \$2,000,000 per occurrence to protect County, its officers, agents, and employees. Contractor shall provide County a certificate or certificates of insurance in the amounts described above which names County, its officers, agents and employees as additional insureds. Such certificate or certificates shall be accompanied by an additional insured endorsement. Contractor agrees to notify County immediately upon notification to Contractor that any insurance coverage required by this paragraph will be canceled, not renewed or modified in any material way, or changed to make the coverage no longer meet the minimum requirements of this Contract.
17. Termination. This Agreement may be terminated at any time in whole or in part by mutual consent of both parties. The County may terminate this Agreement, effective upon delivery of written notice to Contractor, or at such later date as may be established by the County under the following conditions:
- A. If Contractor fails to perform the work in a manner satisfactory to County.
 - B. If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
 - C. If funding becomes inadequate to allow the work to continue in accordance with the project schedule.

In case of termination, Contractor shall be required to repay to County the amount of any funds advanced to Contractor, which Contractor has not earned or expended through the provision of services in accordance with this Agreement. 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 or any permitted arbitration. The parties agree to exercise their best efforts in good faith to resolve all disputes in mediation.
21. Choice of Law. This Agreement shall be governed by the laws of the State of Oregon.
22. Venue. Venue relating to this Agreement shall be in the Circuit Court of the State of Oregon for Columbia County, located in St. Helens, Oregon.
23. Attorneys Fees. In the event an action, suit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall be responsible for its own attorneys fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.
24. Severability. If any provision of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holdings shall not affect the validity of the remaining portions hereof.
25. No Third-Party Rights. This Agreement is solely for the benefit of the parties to this Agreement. Rights and obligations established under this Agreement are not intended to benefit any person or entity not a signatory hereto.
26. Counterparts. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

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

CONTRACTOR:

By: Keith G Franke

Name: Keith G Franke

Date: 7/3/2019

Approved as to form

By: _____
Office of County Counsel

OWNER:

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____
Henry Heimuller, Chair

By: _____
Margaret Magruder, Commissioner

By: _____
Alex Tardif, Commissioner

Date: _____



EXHIBIT A
TCMS

Page 1 of 13

MAINTENANCE AGREEMENT FOR BUILDING ENVIRONMENTAL SYSTEMS

Proposal Date	Proposal Number	Agreement No.
05/29/2019	PC19174	

BY AND BETWEEN:

TCMS
1060-A Industrial Way
Longview, WA 98632
WA# TEMPCMS065QP / OR CCB# 103165

AND

Columbia County Jail
901 Port Ave.
St Helens, OR 97051

hereinafter CONTRACTOR

hereinafter CUSTOMER

SERVICES WILL BE PROVIDED AT THE FOLLOWING LOCATION(S):
SAME AS CUSTOMER

Contractor will provide the services described in the maintenance program indicated below, which are attached hereto and made a part of this Agreement, in accordance with the terms and conditions set forth on the following maintenance program pages.

MAINTENANCE PROGRAM:

Customized Professional Maintenance III
and associated Terms and Conditions

AGREEMENT coverage will commence on June 01, 2019 (date). The AGREEMENT price is \$8,237.25 per year, payable \$2,059.31 per Quarter in advance beginning on the effective date of June 01, 2019.

IN WARRANTY ONLY: During the warranty, the AGREEMENT price will be _____ per _____. It is understood that the warranty expires on _____ (date).

SCHEDULES INCLUDED:

- 1-Inventory of Equipment
- 2-Air Filter Service
- 5-Special Services/Provisions

This proposal is the property of Contractor and is provided for Customer's use only. Contractor guarantees the price stated in this Agreement for thirty (30) days from proposal date above. This proposal will become a binding Agreement only after acceptance by Customer and approved by an officer of Contractor as evidenced by their signatures below. This Agreement sets forth all of the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise or condition on behalf of Contractor which is not expressed herein. This annual Agreement shall continue in effect from year to year unless either party gives written notice to the other of intention not to renew thirty (30) days prior to any anniversary date.

CONTRACTOR

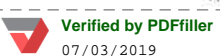
Michael Rigby

Signature (Sales Representative)

Michael Rigby

Approved For Contractor

Keith G Franke



Signature

Keith Franke: VP of Service - Washington

Name & Title

7/3/2019

Date

CUSTOMER

Signature (Authorized Representative)

Brian E. Pixley

Name (Print/Type)

Sheriff

Title

Date

MAINTENANCE AGREEMENT FOR BUILDING ENVIRONMENTAL SYSTEMS

Proposal Date	Proposal Number	Agreement No.
05/29/2019	PC19174	

BY AND BETWEEN:

TCMS
1060-A Industrial Way
Longview, WA 98632
WA# TEMPCMS065QP / OR CCB# 103165

AND

Columbia County Jail
901 Port Ave.
St Helens, OR 97051

hereinafter CONTRACTOR

hereinafter CUSTOMER

SERVICES WILL BE PROVIDED AT THE FOLLOWING LOCATION(S): SAME AS CUSTOMER

Contractor will provide the services described in the maintenance program indicated below, which are attached hereto and made a part of this Agreement, in accordance with the terms and conditions set forth on the following maintenance program pages.

MAINTENANCE PROGRAM:

Customized Professional Maintenance III

and associated Terms and Conditions

AGREEMENT coverage will commence on June 01, 2019 (date). The AGREEMENT price is \$8,237.25 per year, payable \$2,059.31 per Quarter in advance beginning on the effective date of June 01, 2019.

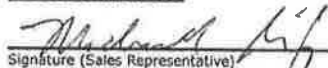
IN WARRANTY ONLY: During the warranty, the AGREEMENT price will be _____ per _____. It is understood that the warranty expires on _____ (date).

SCHEDULES INCLUDED:

- 1-Inventory of Equipment
- 2-Air Filter Service
- 5-Special Services/Provisions

This proposal is the property of Contractor and is provided for Customer's use only. Contractor guarantees the price stated in this Agreement for thirty (30) days from proposal date above. This proposal will become a binding Agreement only after acceptance by Customer and approved by an officer of Contractor as evidenced by their signatures below. This Agreement sets forth all of the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise or condition on behalf of Contractor which is not expressed herein. This annual Agreement shall continue in effect from year to year unless either party gives written notice to the other of intention not to renew thirty (30) days prior to any anniversary date.

CONTRACTOR


Signature (Sales Representative)

Michael Rigby

Approved For Contractor


Keith G Franke

Signature

Keith Franke: VP of Service - Washington

Name & Title

7/3/2019

Date

CUSTOMER

Signature (Authorized Representative)

Brian E. Pixley

Name (Print/Type)

Sheriff

Title

Date

CUSTOMIZED PROFESSIONAL MAINTENANCE PROGRAM III

Proposal Date	Proposal Number	Agreement No.
05/29/2019	PC19174	

Our Customized Professional Maintenance III (CPM-III) program is designed to provide the Customer with an ongoing maintenance program. The CPM-III program will be initiated, scheduled, administered, monitored and updated by the Contractor. The service activities will be directed and scheduled, on a regular basis, by our comprehensive equipment maintenance scheduling system based on manufacturers' recommendations, equipment location, application, type, run time, and Contractor's own experience. The Customer is informed of the program's progress and results on a continuing basis via a detailed Service Report, presented after each service call for Customer's review, approval signature and record.

CONTRACTOR WILL PROVIDE THE FOLLOWING PROFESSIONAL MAINTENANCE SERVICES FOR THE BUILDING ENVIRONMENTAL MECHANICAL SYSTEM(S) COMPRISED OF THE EQUIPMENT LISTED ON SCHEDULE 1 (INVENTORY OF EQUIPMENT):

TEST AND INSPECT: Job labor, travel labor and travel and living expenses required to visually INSPECT and TEST equipment to determine its operating condition and efficiency. Typical activities include:

-TESTING for excessive vibration; motor winding resistance; refrigerant charge; fan RPM; refrigerant oil (acid); water condition; flue gas analysis; safety controls; combustion and draft; crankcase heaters; control system(s), etc.

-INSPECTING for worn, failed or doubtful parts; mountings; drive couplings; oil level; rotation; soot; flame composition and shape; pilot and igniter; steam, water, oil and/or refrigerant leaks, etc.

CUSTOMIZED PROFESSIONAL MAINTENANCE PROGRAM III TERMS AND CONDITIONS

1. Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Contractor's normal working hours.
2. In case of any failure to perform its obligations under this Agreement, Contractor's liability is limited to repair or replacement at its option and such repair or replacement shall be Customer's sole remedy. This warranty is conditioned upon proper operation and maintenance by Customer and shall not apply if the failure is caused or contributed to by accident, alteration, abuse or misuse, and shall not extend beyond the term of this Agreement.
3. The annual Agreement price is subject to adjustment on each commencement anniversary to reflect increases in labor, material and other costs.
4. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.
5. Customer will promptly pay invoices within ten (10) days of receipt. Should a payment become thirty (30) days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand.
6. Any alteration to, or deviation from, this Agreement involving extra work, cost of material or labor will become an extra charge (fixed-price amount to be negotiated or on a time-and-material basis at Contractor's rates then in effect) over the sum stated in this Agreement.
7. Contractor will not be required to move, replace or alter any part of the building structure in the performance of this Agreement.
8. In the event Contractor must commence legal action in order to recover any amount payable under this Agreement, Customer shall pay Contractor all court costs and attorneys' fees incurred by Contractor.
9. Any legal action against the Contractor relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of the work.
10. Contractor shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.
11. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agent and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor.
12. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) and/or Safety Data Sheets (SDS) pursuant to OSHA'S Hazard Communication Standard Regulations.
13. Contractor expressly disclaims any and all responsibility and liability for the indoor air quality of the customer's facility, including without limitation, injury or illness to occupants of the facility or third parties, arising out of or in connection with the Contractor's work under this agreement.
14. Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes or materials are encountered, Contractor's sole obligation will be to notify the Owner of their existence. Contractor shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.
15. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL CONTRACTOR BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.
16. This Agreement does not include preventive maintenance, repairs to the system(s), the provision or installation of components or parts, or service calls requested by the Customer. These services will be charged for at Contractor's rates then in effect.



Page 4 of 13

Proposal Date	Proposal Number	Agreement No.
05/29/2019	PC19174	

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Inventory Of Equipment

Proposal Date	Proposal Number	Agreement No.
05/29/2019	PC19174	

Qty	Description	Manufacturer	Model	Rating	Location
1	Package Unit(s)				
1	Package Unit 001 1 - Evaporator Fan Motor 1 - Heating Section 1 - Economizer Section 1 - Compressor 1 - Compressor 2 - Condenser Fan Motors	Trane	SFHFC20	5 HP 10 Tons 10 Tons 0.5 HP	Roof - Central Offices
1	Package Unit 002 1 - Evaporator Fan Motor 1 - Heating Section 1 - Economizer Section 1 - Compressor 1 - Compressor 2 - Condenser Fan Motors	Trane	YCD120C	3 HP 5 Tons 5 Tons 0.3 HP	Roof - Prisoner Intake
1	Package Unit 003 1 - Evaporator Fan Motor 1 - Heating Section 1 - Economizer Section 1 - Compressor 1 - Condenser Fan Motor	Trane	YCD090C	1 HP 7.5 Tons 0.3 HP	Roof - Work Release
1	Package Unit 004 1 - Evaporator Fan Motor 1 - Heating Section 1 - Economizer Section 1 - Compressor	Trane	SFHFC20	5 HP 10 Tons	Roof - Sheriffs Office

Inventory Of Equipment

Proposal Date	Proposal Number	Agreement No.
05/29/2019	PC19174	

Qty	Description	Manufacturer	Model	Rating	Location
	Package Unit(s)				
	1 - Compressor			10 Tons	
	2 - Condenser Fan Motors			0.5 HP	
1	Package Unit 005	Trane	YCD120C		Roof - Alternative 1
	1 - Evaporator Fan Motor			3 HP	
	1 - Heating Section				
	1 - Economizer Section				
	1 - Compressor			5 Tons	
	1 - Compressor			5 Tons	
	2 - Condenser Fan Motors			0.3 HP	
1	Package Unit 006	Trane	YCD090C		Roof - NE Cells
	1 - Evaporator Fan Motor			1 HP	
	1 - Heating Section				
	1 - Economizer Section				
	1 - Compressor			7.5 Tons	
	1 - Condenser Fan Motor			0.3 HP	
1	Package Unit 007	Trane	YCD090C		Roof - N. Cells
	1 - Evaporator Fan Motor			1 HP	
	1 - Heating Section				
	1 - Economizer Section				
	1 - Compressor			7.5 Tons	
	1 - Condenser Fan Motor			0.3 HP	
1	Package Unit 008	Trane	YCD120C		Roof - SW Cells
	1 - Evaporator Fan Motor			3 HP	

Inventory Of Equipment

Proposal Date	Proposal Number	Agreement No.
05/29/2019	PC19174	

Qty	Description	Manufacturer	Model	Rating	Location
	Package Unit(s)				
	1 - Heating Section				
	1 - Economizer Section				
	1 - Compressor			5 Tons	
	1 - Compressor			5 Tons	
	2 - Condenser Fan Motors			0.3 HP	
1	Package Unit 009	Trane	YCD120C		Roof - SE Cells
	1 - Evaporator Fan Motor			3 HP	
	1 - Heating Section				
	1 - Economizer Section				
	1 - Compressor			5 Tons	
	1 - Compressor			5 Tons	
	2 - Condenser Fan Motors			0.3 HP	
1	Package Unit 010	Trane	YCD120C		Roof - SE Dayrooms
	1 - Evaporator Fan Motor			3 HP	
	1 - Heating Section				
	1 - Economizer Section				
	1 - Compressor			5 Tons	
	1 - Compressor			5 Tons	
	2 - Condenser Fan Motors			0.3 HP	
1	Package Unit 011	Trane	YCD036C		Roof - Central Control
	1 - Evaporator Fan Motor			0.5 HP	
	1 - Heating Section				
	1 - Economizer Section				
	1 - Compressor			3 Tons	
	1 - Condenser Fan Motor			0.3 HP	

Inventory Of Equipment

Proposal Date	Proposal Number	Agreement No.
05/29/2019	PC19174	

Qty	Description	Manufacturer	Model	Rating	Location
	Package Unit(s)				
1	Split System 012 1 - Evaporator Fan Motor 1 - Heating Section *** Remote Components 1 - Compressor 1 - Condenser Fan Motor	Mitsubishi Electric	MU-A12WA	0.25 HP 1 Tons 0.12 HP	Sheriff's Office Server Room
1	Split System 13 1 - Evaporator Fan Motor *** Remote Components 1 - Compressor 1 - Condenser Fan Motor	Mitsubishi Electric	HMH018KD1	0.25 HP 1.5 Tons 0.12 HP	Low Voltage Room
	Refrigeration Unit(s)				
1	Cooler 501 1 - Compressor 2 - Evaporator Fan Motors 1 - Condenser Fan Motor	Larkin	LST015H2C	1.5 Tons 0.12 HP 0.25 HP	Kitchen
1	Freezer 502 1 - Compressor 2 - Evaporator Fan Motors 1 - Condenser Fan Motor	Heatcraft	LST020L6C	2 Tons 0.12 HP 0.25 HP	Kitchen

Inventory Of Equipment

Proposal Date	Proposal Number	Agreement No.
05/29/2019	PC19174	

Qty	Description	Manufacturer	Model	Rating	Location
	Special Fan(s)				
1	Exhaust Fan 101	Greenheck	GB-70	0.25 HP	Amory
1	Exhaust Fan 102	Greenheck	GB-120	0.3 HP	Lockers
1	Exhaust Fan 103	Greenheck	GB-70	0.25 HP	S. Bathrooms
1	Exhaust Fan 104	Greenheck	GB-100	0.3 HP	Electrical Switchroom
1	Exhaust Fan 105	Greenheck	GB-80	0.5 HP	Central Bathrooms
1	Exhaust Fan 106	Greenheck	GB-70	0.25 HP	Kitchen Bathrooms
1	Exhaust Fan 107	Greenheck	GB-100	0.3 HP	Dishwasher
1	Exhaust Fan 108	Greenheck	GB-80	0.5 HP	Dayroom J113
1	Exhaust Fan 109	Greenheck	GB-120	0.3 HP	SW Cells
1	Exhaust Fan 110	Greenheck	GB-120	0.3 HP	Prisoner Intake
1	Exhaust Fan 111	Greenheck	GB-200	1.5 HP	SE Cells

Inventory Of Equipment

Proposal Date	Proposal Number	Agreement No.
05/29/2019	PC19174	

Qty	Description	Manufacturer	Model	Rating	Location
	Special Fan(s)				
1	Exhaust Fan 112	Greenheck	GB-160	0.75 HP	NW Cells
1	Exhaust Fan 113	Greenheck	GB-80	0.25 HP	Work Release
1	Exhaust Fan 114	Greenheck	GB-70	0.25 HP	Community Corrections
1	Exhaust Fan 115	Greenheck	BISW	1 HP	Isolation
1	Exhaust Fan 116	Greenheck	GB-70	0.25 HP	Roof
1	Exhaust Fan 117	Greenheck	GB-70	0.25 HP	Roof
1	Exhaust Fan 801	Greenheck	CUBE-265	1.5 HP	Roof
	Misc. Equipment				
1	Heating Ventilating Unit			3 HP	
1	Heating Ventilating Unit			3 HP	
1	Gas Fired Unit Heater				

Inventory Of Equipment

Proposal Date	Proposal Number	Agreement No.
05/29/2019	PC19174	

Qty	Description	Manufacturer	Model	Rating	Location
All	General Also included are the thermostats, temperature, and safety controls related to the equipment list above.				

Air Filter Service

Proposal Date	Proposal Number	Agreement No.
May 29, 2019	PC19174	

CONTRACTOR WILL FURNISH AND INSTALL AIR FILTER MATERIAL(S) AS LISTED BELOW:

Unit	Qty	Size	Type	Changes/Yr
Package/Split System(s)				
Split System 012	2	10 X 10 X 0.5	Permanent Washable Filter	2
Split System 13	2	10 X 10 X 0.5	Permanent Washable Filter	2
Misc. Equipment				

THE SERVICES DESCRIBED ABOVE ARE GOVERNED BY THE TERMS AND CONDITIONS OF THE PROGRAM OF WHICH THIS SCHEDULE IS A PART.

If this program is terminated, Contractor reserves the right to remove Contractor's frames.

*Should experience show that more or less frequent media changes are required, the Agreement price will be adjusted based on Contractor's rate then in effect.

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Schedule 5

Special Services/Provisions

Proposal Date	Proposal Number	Agreement No.
05/29/2019	PC19174	

COMPUTERIZED MAINTENANCE TASK SCHEDULING:

Will print task scheduled for every visit. It will be based upon the equipment age, make, model, hours of operation, operating environment, and past experience. When the service technician is completed with all tasks, he will solicit an authorized signature and report the maintenance performed. This will assure exactly the right maintenance is performed at exactly the right time. TCMS receives proper feedback and the customer receives the required maintenance. Reports are available for customer review.

EMERGENCY STICKERS:

Will be placed on or near the equipment with a unique identification code and 24-hour telephone number.

AIR FILTERS:

Contractor to service permanent washable filters for equipment listed on Schedule 1, at a frequency rate listed on Schedule 2. Customer to provide and install all disposable filters for the above equipment.

SERVICE FREQUENCY:

Contractor will provide complete Test and Inspect two times per year, once in the Spring and once in the Fall.

THE SERVICES DESCRIBED ABOVE ARE GOVERNED BY THE TERMS AND CONDITIONS OF THE PROGRAM OF WHICH THIS SCHEDULE IS A PART.

GRANTOR'S NAME AND ADDRESS:

Board of County Commissioners
for Columbia County, Oregon
230 Strand, Room 331
St. Helens, OR 97051

AFTER RECORDING, RETURN TO GRANTEE:

Columbia River People's Utility District
P.O. Box 1193
St. Helens, OR 97051

UTILITY EASEMENT AGREEMENT

GRANTOR, Columbia County, a political subdivision of the State of Oregon, for good and valuable consideration, does hereby grant unto GRANTEE, Columbia River People's Utility District, a People's Utility District organized under ORS Chapter 261, and to its successors and assigns, a perpetual easement to enter upon and to construct, reconstruct, replace, rephase, extend, uncover, repair, operate, and maintain an electrical power line(s) and system over, through, under, and upon the following described property in Columbia County, hereinafter referred to as the "Easement" or "Easement Area":

SEE EXHIBITS A and B attached hereto and incorporated herein by this reference.

GRANTOR also grants unto GRANTEE a temporary easement for a period of six (6) months from and after the date this agreement is executed, over, through, under, and upon that property that is six (6) feet on either side of the Easement Area described herein, for purposes of access to said Easement Area and construction and installation of the electrical power line(s) and system.

TERMS, CONDITIONS, AND COVENANTS

1. Subject to the terms and conditions herein, GRANTEE shall have the right: (1) to cut, trim, and control the growth of trees and shrubbery to the extent necessary, in the GRANTEE's determination, to keep them clear of said line(s) or system; (2) to cut down, trim, or control from time to time the growth of all dead, weak, leaning, or dangerous trees that, in the GRANTEE's determination, could fall and strike the wires of said electric line(s) or system or personnel working on said line(s) or system; (3) of access to and from the within-described the Easement Area over, upon, and across abutting property owned by GRANTOR; and (4) license, permit, or otherwise agree to the joint use and occupancy of said line(s) or system by any other person, association or corporation, for electrification, communication, telephone, cable TV, or other lawful purpose.
2. GRANTOR shall have the right to the use and enjoyment of the Easement Area for all purposes not inconsistent with the rights granted by this Easement. GRANTOR reserves the right of ingress and egress for the use and enjoyment of the Easement Area.
3. GRANTEE shall also obtain prior written approval from GRANTOR prior to cutting, trimming, destroying, or removing any vegetation. However, trimming and removal necessary to keep vegetation clear from the electric transmission/distribution lines or systems shall be allowed.

11. The rights, conditions and provisions of this Easement Agreement shall run with the land, inure to the benefit of GRANTEE, and be binding on GRANTOR and GRANTEE and their successors and assigns.

IN WITNESS THEREOF, we have signed this document this ____ day of _____, 2019.

Approved as to form

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____
Office of County Counsel

By: _____
Henry Heimuller, Chair

STATE OF OREGON)
) ss.
County of Columbia)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019,
by Henry Heimuller, Chair of the Board of County Commissioners for Columbia County, a political
subdivision of the State of Oregon.

Notary Public for Oregon
My Commission Expires: _____

ACCEPTED:

COLUMBIA RIVER PUD

By: _____

Name: _____

Title: _____

Date: _____, 2019



KLS Surveying Inc.
1224 Alder Street
Vernonia, OR 97064

Phone: (503) 429-6115
Fax: (866) 297-1402
Email: dwallace_kls@msn.com

Exhibit A

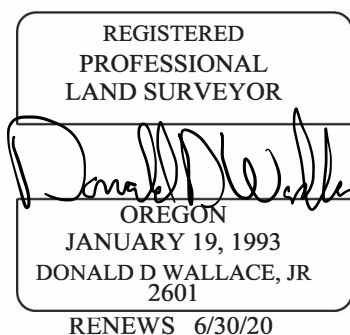
5' Wide Easement

A 5 foot wide strip of land in the Southeast quarter of Section 1, Township 4 North, Range 2 West of the Willamette Meridian, Columbia County, Oregon lying 2.50 feet on either side of the following described centerline:

- Beginning at a point that lies South $27^{\circ}27'03''$ West 1608.34 feet from the Northeast corner of the Southeast quarter of said Section 1, said point also lying North $83^{\circ}39'07''$ West 683.79 feet from the intersection of the East line of the Southwest quarter of Section 1 and the South right of way line of Sykes Road;
- thence North $24^{\circ}05'14''$ East 15.96 feet more or less to the Southerly right of way line of Sykes Road.

The side lines of said easement are to extend and terminate on the Southerly right of way line of Sykes Road No. P-214.

The bearings are geodetic based on GPS observations taken at a point with Latitude of $45^{\circ}50'58.5''$ North, and a Longitude of $122^{\circ}52'32.2''$ West. The convergence angle (From Oregon State Plane Coordinate System North Zone) at said point is $-01^{\circ}41'05''$.

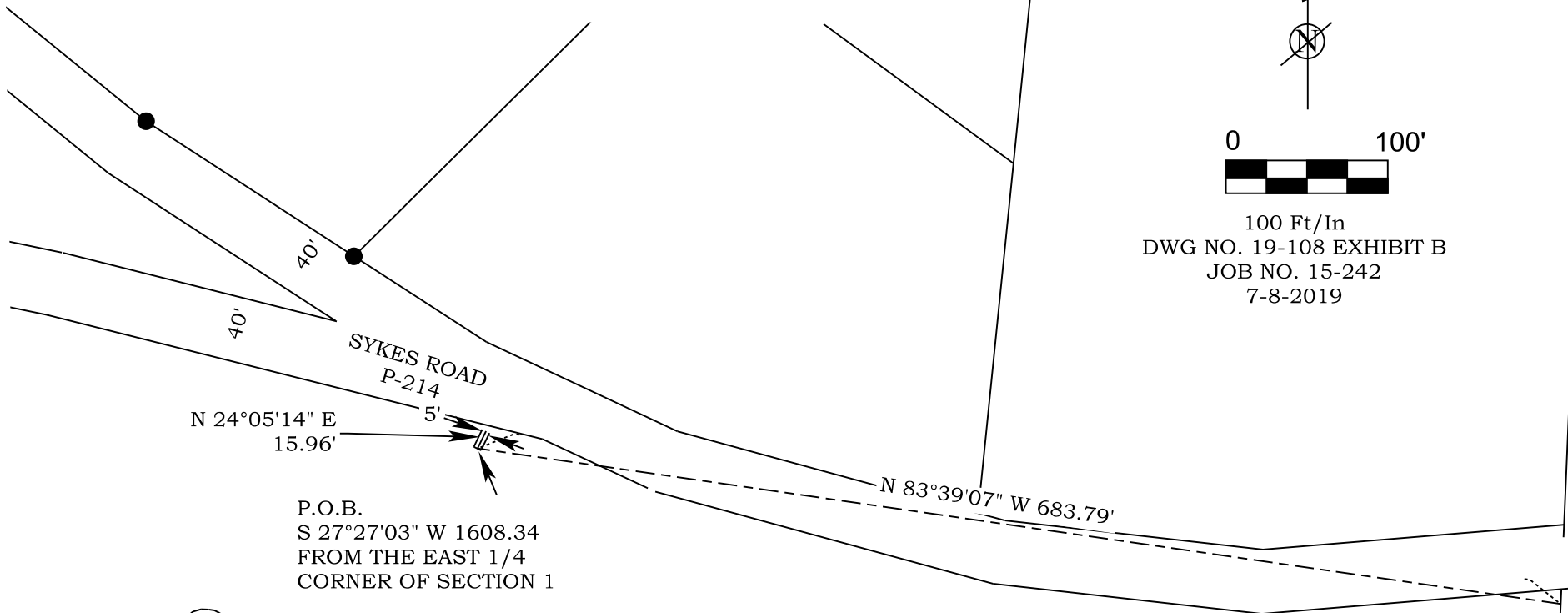


E. KAPLER ROAD

EXHIBIT B
FOR THE COLUMBIA RIVER PUD
IN THE SE 1/4 OF SECTION 1,
T4N, R2W, W.M.,
COLUMBIA COUNTY, OREGON



100 Ft/In
DWG NO. 19-108 EXHIBIT B
JOB NO. 15-242
7-8-2019



P.O.B.
S 27°27'03" W 1608.34
FROM THE EAST 1/4
CORNER OF SECTION 1

COLUMBIA COUNTY



K.L.S. SURVEYING INC.
1224 ALDER STREET
VERNONIA, OREGON 97064
(503) 429-6115

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JANUARY 19, 1993
DONALD D WALLACE, JR
2601

RENEWS 6/30/20

GRANTOR'S NAME AND ADDRESS:

Board of County Commissioners
for Columbia County, Oregon
230 Strand, Room 331
St. Helens, OR 97051

AFTER RECORDING, RETURN TO GRANTEE:

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SEE EXHIBITS A and B attached hereto and incorporated herein by this reference.

GRANTOR also grants unto GRANTEE a temporary easement for a period of six (6) months from and after the date this agreement is executed, over, through, under, and upon that property that is six (6) feet on either side of the Easement Area described herein, for purposes of access to said Easement Area and construction and installation of the electrical power line(s) and system.

TERMS, CONDITIONS, AND COVENANTS

1. Subject to the terms and conditions herein, GRANTEE shall have the right: (1) to cut, trim, and control the growth of trees and shrubbery to the extent necessary, in the GRANTEE's determination, to keep them clear of said line(s) or system; (2) to cut down, trim, or control from time to time the growth of all dead, weak, leaning, or dangerous trees that, in the GRANTEE's determination, could fall and strike the wires of said electric line(s) or system or personnel working on said line(s) or system; (3) of access to and from the within-described the Easement Area over, upon, and across abutting property owned by GRANTOR; and (4) license, permit, or otherwise agree to the joint use and occupancy of said line(s) or system by any other person, association or corporation, for electrification, communication, telephone, cable TV, or other lawful purpose.
2. GRANTOR shall have the right to the use and enjoyment of the Easement Area for all purposes not inconsistent with the rights granted by this Easement. GRANTOR reserves the right of ingress and egress for the use and enjoyment of the Easement Area.
3. GRANTEE shall also obtain prior written approval from GRANTOR prior to cutting, trimming, destroying, or removing any vegetation. However, trimming and removal necessary to keep vegetation clear from the electric transmission/distribution lines or systems shall be allowed.

11. The rights, conditions and provisions of this Easement Agreement shall run with the land, inure to the benefit of GRANTEE, and be binding on GRANTOR and GRANTEE and their successors and assigns.

IN WITNESS THEREOF, we have signed this document this ____ day of _____, 2019.

Approved as to form

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____
Office of County Counsel

By: _____
Henry Heimuller, Chair

STATE OF OREGON)
) ss.
County of Columbia)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019,
by Henry Heimuller, Chair of the Board of County Commissioners for Columbia County, a political
subdivision of the State of Oregon.

Notary Public for Oregon
My Commission Expires: _____

ACCEPTED:

COLUMBIA RIVER PUD

By: _____

Name: _____

Title: _____

Date: _____, 2019



KLS Surveying Inc.
1224 Alder Street
Vernonia, OR 97064

Phone: (503) 429-6115
Fax: (866) 297-1402
Email: dwallace_kls@msn.com

Exhibit A

10' Wide Easement

A 10 foot wide strip of land in the Southeast quarter of Section 1, Township 4 North, Range 2 West of the Willamette Meridian, Columbia County, Oregon lying 5.00 feet on either side of the following described centerline:

- Beginning at a point that lies South $27^{\circ}17'06''$ West 1596.06 feet from the Northeast corner of the Southeast quarter of said Section 1 said point also lying North $82^{\circ}47'52''$ West 675.45 feet from the intersection of the East line of the Southwest quarter of Section 1 and the South right of way line of Sykes Road;
- thence North $57^{\circ}11'52''$ West 430.52 feet;
- thence North $60^{\circ}06'56''$ West 100.54 feet

Excluding therefrom that portion lying within Sykes County Road No. P-214 and Kappler Road No. 158.

The bearings are geodetic based on GPS observations taken at a point with Latitude of $45^{\circ}50'58.5''$ North, and a Longitude of $122^{\circ}52'32.2''$ West. The convergence angle (From Oregon State Plane Coordinate System North Zone) at said point is $-01^{\circ}41'05''$.

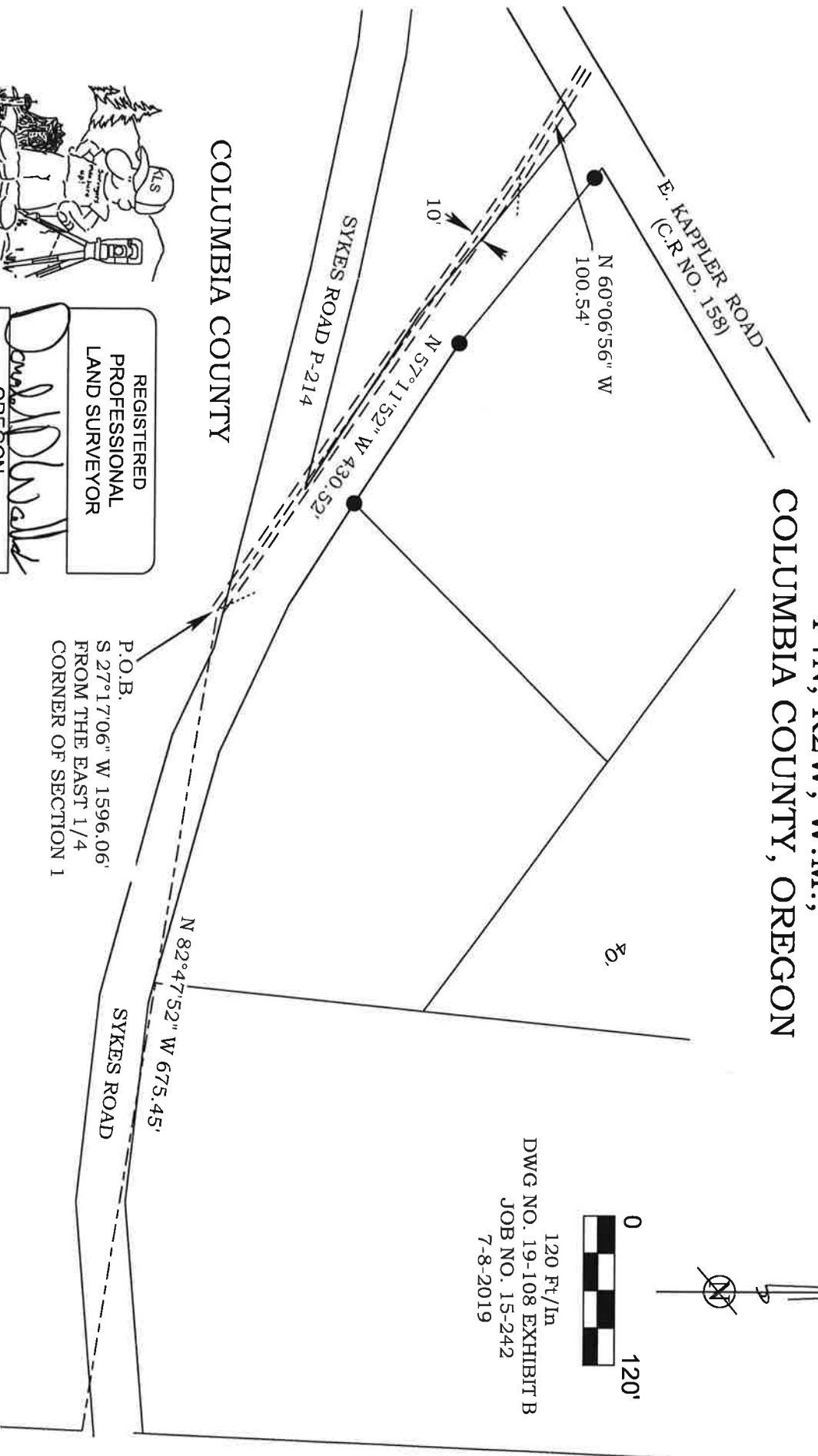
REGISTERED
PROFESSIONAL
LAND SURVEYOR

Donald D Wallace

OREGON
JANUARY 19, 1993
DONALD D WALLACE, JR
2601

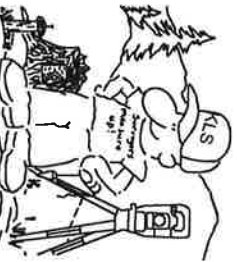
RENEWS 6/30/20

EXHIBIT B FOR THE COLUMBIA RIVER PUD IN THE SE 1/4 OF SECTION 1, T4N, R2W, W.M., COLUMBIA COUNTY, OREGON



120 Ft./In
DWG NO. 19-108 EXHIBIT B
JOB NO. 15-242
7-8-2019

COLUMBIA COUNTY



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RENEWES 6/30/20