

COLUMBIA COUNTY

Board of Commissioners Office

Commissioners

Margaret Magruder

Henry Heimuller

Alex Tardif

Administration

Jacyn Normine



ST. HELENS, OR 97051

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BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON

Wednesday, October 23, 2019

10:00 a.m. – Room 310

BOARD MEETING AGENDA

CALL TO ORDER/FLAG SALUTE

MINUTES:

- October 16, 2019 Board Meeting
- October 16, 2019 Work Session

VISITOR COMMENTS – 5 MINUTE LIMIT

CONSENT AGENDA:

- Ratify the Select to Pay for 10.21.19
- Resolution No. 75-2019 In the Matter of A Supplemental Budget to Reallocate Appropriations Between Budget Categories in the 2019-2020 Fiscal Year Budget
- Resolution No. 76-2019 In the Matter of a Supplemental Budget to Reallocate Appropriations Between Budget Categories in the 2019-2020 Fiscal Year Budget (Public Health)"
- Order No. 77-2019 In the Matter of Conveying Certain Real Property in Columbia City, Oregon, to Richard K. Wagoner and Bonny J. Wagoner, Tax Map ID No. 5N1W25-DB-00500 and Tax Account No. 29138
- Resolution No. 79-2019 In the Matter of Adopting the 2019-2021 Columbia County Community Corrections Biennial Plan
- 2019 Foreclosure Deed and Authorize the Chair to sign and record with County Clerk.

- G. Quitclaim Deed- Columbia County to Richard K. Wagoner and Bonny J. Wagoner, Tax Map ID No. 5N1W25-DB-00500 and Tax Account No. 29138, authorize the Chair to sign and record with the County Clerk's Office

AGREEMENTS/CONTRACTS/AMENDMENTS:

- H. C78-2019 Personal Services Contract with Columbia Community Mental Health for Jail Based Services
- I. C128-2019 Purchase and Sales Agreement by and Between Richard K. Wagoner, Bonny J. Wagoner and Columbia County for Tax Map ID 5N1W28-DB-00500 and Tax Account No. 29138
- J. C141-2019 Letter of Agreement with AFSCME Local 1442 for Health Benefits
- K. C142-2019 Letter of Agreement with AFSCME Local 697 for Health Benefits
- L. C143-2019 Intergovernmental Agreement #5836 With the Oregon Department of Corrections and Authorize the Chair to Sign
- M. C144-2019 Intergovernmental Agreement #5876 with the Oregon Department of Corrections and Authorize the Chair to Sign

DISCUSSION ITEMS:

COMMISSIONER HEIMULLER COMMENTS:

COMMISSIONER MAGRUDER COMMENTS:

Not Present

COMMISSIONER TARDIF COMMENTS:

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

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

In The Matter of a Supplemental Budget to Reallocation)
Appropriations Between Categories In the 2019-2020) **Resolution No. 75-2019**
Fiscal Year Budget)

WHEREAS, ORS 294.471 permits the County to make one or more supplemental budgets by resolution where there is an occurrence or condition that was not known at the time the original budget was prepared; and

WHEREAS, the General Fund has experienced occurrences/conditions not ascertained when preparing the original budget, which necessitates a change in financial planning, that being corrections between budget categories; and

WHEREAS, this supplemental budget is for the General Fund department Sheriff, and Restricted Funds Courthouse Security Fund and Jail Fund and does not increase any fund's budget by more than 10%;

NOW, THEREFORE, IT IS RESOLVED that the 2019-2020 fiscal year budget for Columbia County be modified as detailed in **Exhibits A, B and C** for the specific purpose of providing appropriations to cover expenditures through June 30, 2020.

Dated in St. Helens, Oregon this _____ day of October, 2019.

BOARD OF COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

Henry Heimuller, Commissioner

Margaret Magruder, Commissioner

Alex Tardif, Commissioner

Approved as to form:

Office of County Counsel

Supplemental Budget # FY2019-20

Fund Budget Must Balance To \$0.00

Department: **Sheriff-Patrol**

G/L ACCT NUMBER	ACCT DESCRIPTION	EXISTING BUDGET	BUDGET CHANGE	NEW Budget
			+ = increase - = decrease	
Revenue				
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
	Total Resources	0.00	0.00	0.00
Personal Services				
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
	PERS	0.00	0.00	0.00
	FICA Tax	0.00	0.00	0.00
	W/Comp	0.00	0.00	0.00
	Health Insurance	0.00	0.00	0.00
	WBF	0.00	0.00	0.00
	Unemployment	0.00	0.00	0.00
	PERS EE 6%	0.00	0.00	0.00
	Total Personal Services -	0.00	0.00	0.00
Materials & Services				
100-06-01-4848	Software SaaS RMS	0.00	0.00	0.00
		200,000.00	(200,000.00)	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
	Total Materials & Services	200,000.00	(200,000.00)	0.00
Debt, Capital, Transfers				
100-06-01-5005	Communications Cap Ex	0.00	0.00	0.00
		0.00	200,000.00	200,000.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
	Total Expenditures	200,000.00	0.00	200,000.00
			Total Change should = 0 >>	0.00
Note: Total change should = 0, or Total Revenue change should match Total Expense change.				
Prepared By	Louise Kallstrom	Date	09/26/19	
				Supp #2

Department: Courthouse Security

G/L ACCT NUMBER	ACCT DESCRIPTION	EXISTING BUDGET	BUDGET CHANGE	NEW Budget
			+ = increase - = decrease	
Revenue				
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
	Total Resources	0.00	0.00	0.00
Personal Services				
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
	PERS	0.00	0.00	0.00
	FICA Tax	0.00	0.00	0.00
	W/Comp	0.00	0.00	0.00
	Health Insurance	0.00	0.00	0.00
	WBF	0.00	0.00	0.00
	Unemployment	0.00	0.00	0.00
	PERS EE 6%	0.00	0.00	0.00
	Total Personal Services -	0.00	0.00	0.00
Materials & Services				
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
	Total Materials & Services	0.00	0.00	0.00
Debt, Capital, Transfers				
		0.00	0.00	0.00
211-01-00-5001	Capital Purchases	10,000.00	12,000.00	22,000.00
		0.00	0.00	0.00
211-01-00-5401	Operating Contingencies	216,850.00	(12,000.00)	204,850.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
	Total Expenditures	226,850.00	0.00	226,850.00
			Total Change should = 0 >>	0.00
Note: Total change should = 0, or Total Revenue change should match Total Expense change.				
Prepared By	Louise Kallstrom	Date	09/26/19	
				Supp #2

Department: **Jail Fund**

G/L ACCT NUMBER	ACCT DESCRIPTION	EXISTING BUDGET	BUDGET CHANGE	NEW Budget
			+ = increase - = decrease	
Revenue				
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
	Total Resources	0.00	0.00	0.00
Personal Services				
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
	PERS	0.00	0.00	0.00
	FICA Tax	0.00	0.00	0.00
	W/Comp	0.00	0.00	0.00
	Health Insurance	0.00	0.00	0.00
	WBF	0.00	0.00	0.00
	Unemployment	0.00	0.00	0.00
	PERS EE 6%	0.00	0.00	0.00
	Total Personal Services -	0.00	0.00	0.00
Materials & Services				
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
	Total Materials & Services	0.00	0.00	0.00
Debt, Capital, Transfers				
		0.00	0.00	0.00
220-00-00-5005	Communications Cap Ex (Cap Outlay)	0.00	100,000.00	100,000.00
		0.00	0.00	0.00
220-00-00-6010	Report Mgmt System Financing (Debt Svc)	100,000.00	(100,000.00)	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
	Total Expenditures	100,000.00	0.00	100,000.00
		Total Change should = 0 >> 0.00		
Note: Total change should = 0, or Total Revenue change should match Total Expense change.				
Prepared By	Louise Kallstrom	Date	09/26/19	
				Supp #2

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

In The Matter Of a Supplemental Budget to Reallocate)
Appropriations Between Budget Categories) **Resolution No. 76-2019**
In the **2019-2020 Fiscal Year Budget**)

WHEREAS, ORS 294.471 permits the County to make one or more supplemental budgets by resolution where there is an occurrence or condition that was not known at the time the original budget was prepared; and

WHEREAS, the General Fund has experienced occurrences/conditions not ascertained when preparing the original budget, which necessitates a change in financial planning, that being corrections between budget categories; and

WHEREAS, this supplemental budget is for the General Fund department Public Health and does not increase the fund's budget by more than 10%;

NOW, THEREOFRE, IT IS HEREBY RESOLVED that the 2019-2020 fiscal year budget for Columbia County be modified as detailed in ***Exhibits A, B, C, D, E, F, G, H, I, J, K and L*** for the specific purpose of providing appropriations to cover expenditures through June 30, 2020.

Dated in St. Helens, Oregon this _____ day of October, 2019.

BOARD OF COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

Henry Heimuller, Commissioner

Margaret Magruder, Commissioner

Alex Tardif, Commissioner

Approved as to form:

Office of County Counsel

Department: PUBLIC HEALTH-Environmental

G/L ACCT NUMBER	ACCT DESCRIPTION	EXISTING BUDGET	BUDGET CHANGE	NEW Budget
			+ = increase - = decrease	
Revenue				
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
	Total Resources	0.00	0.00	0.00
Personal Services				
100-36-00-4013	Administrator, Public Health	93,697.07	(49,660.00)	44,037.07
100-36-00-4024	Comm Disease Interv Specialist	58,552.00	(58,552.00)	0.00
100-36-00-4026	Code Enforcement Officer	2,794.03	0.00	2,794.03
100-36-00-4049	Preparedness Coordinator	59,436.80	(59,436.80)	0.00
100-36-00-4054	Permit Tech	19,721.65	0.00	19,721.65
100-36-00-4101	PERS	30,301.50	(21,375.00)	8,926.50
100-36-00-4102	FICA Tax	18,069.42	(12,825.00)	5,244.42
100-36-00-4103	W/Comp	224.45	(157.00)	67.45
100-36-00-4104	Health Insurance	94,283.22	(70,240.00)	24,043.22
100-36-00-4105	WBF	118.10	(84.00)	34.10
100-36-00-4106	Unemployment	425.16	(303.00)	122.16
100-36-00-4109	PERS EE 6%	14,172.09	(10,059.00)	4,113.09
	Total Personal Services -	391,795.49	(282,691.80)	109,103.69
Materials & Services				
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
	Total Materials & Services	0.00	0.00	0.00
Debt, Capital, Transfers				
		0.00	0.00	0.00
100-36-00-4107	PERS Bond Transfer	15,094.92	(10,714.00)	4,380.92
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
	Total Expenditures	406,890.41	(293,405.80)	113,484.61
		Total Change should = 0 >> 293,405.80		
Note: Total change should = 0, or Total Revenue change should match Total Expense change.				
Prepared By	Louise Kallstrom	Date	43,734.00	
				Supp #3

Department: **PUBLIC HEALTH-Comm Disease**

G/L ACCT NUMBER	ACCT DESCRIPTION	EXISTING BUDGET	BUDGET CHANGE	NEW Budget
			+ = increase - = decrease	
Revenue				
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
	Total Resources	0.00	0.00	0.00
Personal Services				
100-36-01-4013	Administrator, Public Health	0.00	2,811.00	2,811.00
100-36-01-4024	Comm Disease Interv Specialist	0.00	46,110.00	46,110.00
100-36-01-4030	Enviro Services Specialist	0.00	1,421.00	1,421.00
100-36-01-4049	Preparedness Coordinator	0.00	2,971.80	2,971.80
100-36-01-4101	PERS	0.00	6,837.00	6,837.00
100-36-01-4102	FICA Tax	0.00	4,078.00	4,078.00
100-36-01-4103	W/Comp	0.00	51.00	51.00
100-36-01-4104	Health Insurance	0.00	24,466.00	24,466.00
100-36-01-4105	WBF	0.00	28.00	28.00
100-36-01-4106	Unemployment	0.00	96.00	96.00
100-36-01-4107	PERS Bond	0.00	90.00	90.00
100-36-01-4109	PERS EE 6%	0.00	3,200.00	3,200.00
	Total Personal Services -	0.00	92,159.80	92,159.80
Materials & Services				
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
	Total Materials & Services	0.00	0.00	0.00
Debt, Capital, Transfers				
100-36-01-4107	PERS Bond Transfer	0.00	0.00	0.00
		0.00	3,316.00	3,316.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
	Total Expenditures	0.00	95,475.80	95,475.80
			Total Change should = 0 >> (95,475.80)	
Note: Total change should = 0, or Total Revenue change should match Total Expense change.				
Prepared By	Louise Kallstrom	Date	09/26/19	
				Supp #3

Department: **PUBLIC HEALTH-EH Sanitation**

G/L ACCT NUMBER	ACCT DESCRIPTION	EXISTING BUDGET	BUDGET CHANGE	NEW Budget
			+ = increase - = decrease	
Revenue				
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
	Total Resources	0.00	0.00	0.00
Personal Services				
100-36-03-4013	Administrator, Public Health	0.00	9,369.00	9,369.00
100-36-03-4030	Enviro Services Specialist II	142,101.00	(33,427.00)	108,674.00
100-36-03-4101	PERS	22,007.63	(5,011.00)	16,996.63
100-36-03-4102	FICA Tax	10,870.73	(1,841.00)	9,029.73
100-36-03-4103	W/Comp	135.03	(24.00)	111.03
100-36-03-4104	Health Insurance	37,095.00	(3,276.00)	33,819.00
100-36-03-4105	WBF	71.05	(12.00)	59.05
100-36-03-4106	Unemployment	255.78	(45.00)	210.78
100-36-03-4107	PERS Bond	9,081.24	(2,136.00)	6,945.24
100-36-03-4109	PERS EE 6%	8,526.06	(1,443.00)	7,083.06
	Total Personal Services -	230,143.52	(37,846.00)	192,297.52
Materials & Services				
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
	Total Materials & Services	0.00	0.00	0.00
Debt, Capital, Transfers				
100-36-03-4107	PERS Bond Transfer	0.00	0.00	0.00
		0.00	599.00	599.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
	Total Expenditures	230,143.52	(37,247.00)	192,896.52
			Total Change should = 0 >> 37,247.00	
Note: Total change should = 0, or Total Revenue change should match Total Expense change.				
Prepared By	Louise Kallstrom	Date	09/26/19	
				Supp #3

Department: **PUBLIC HEALTH-Comm Preparedness**

G/L ACCT NUMBER	ACCT DESCRIPTION	EXISTING BUDGET	BUDGET CHANGE	NEW Budget
			+ = increase - = decrease	
Revenue				
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
	Total Resources	0.00	0.00	0.00
Personal Services				
100-36-12-4013	Administrator, Public Health	0.00	7,496.00	7,496.00
100-36-12-4024	Comm Disease Interv Specialist	0.00	2,927.00	2,927.00
100-36-12-4030	Enviro Services Specialist II	0.00	5,684.00	5,684.00
100-36-12-4049	Preparedness Coordinator	0.00	56,465.00	56,465.00
100-36-12-4101	PERS	0.00	9,408.00	9,408.00
100-36-12-4102	FICA Tax	0.00	5,552.00	5,552.00
100-36-12-4103	W/Comp	0.00	69.00	69.00
100-36-12-4104	Health Insurance	0.00	31,478.00	31,478.00
100-36-12-4105	WBF	0.00	37.00	37.00
100-36-12-4106	Unemployment	0.00	131.00	131.00
100-36-12-4107	PERS Bond	0.00	363.00	363.00
100-36-12-4109	PERS EE 6%	0.00	4,354.00	4,354.00
	Total Personal Services -	0.00	123,964.00	123,964.00
Materials & Services				
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
	Total Materials & Services	0.00	0.00	0.00
Debt, Capital, Transfers				
100-36-12-4107	PERS Bond Transfer	0.00	0.00	0.00
		0.00	4,274.00	4,274.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
	Total Expenditures	0.00	128,238.00	128,238.00
			Total Change should = 0 >> (128,238.00)	
Note: Total change should = 0, or Total Revenue change should match Total Expense change.				
Prepared By	Louise Kallstrom	Date	09/26/19	
Supp #3				

Department: **PUBLIC HEALTH-Tobacco Prev&Ed**

G/L ACCT NUMBER	ACCT DESCRIPTION	EXISTING BUDGET	BUDGET CHANGE	NEW Budget
			+ = increase - = decrease	
Revenue				
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
	Total Resources	0.00	0.00	0.00
Personal Services				
100-36-13-4013	Administrator, Public Health	0.00	4,686.00	4,686.00
100-36-13-4101	PERS	0.00	597.00	597.00
100-36-13-4102	FICA Tax	0.00	359.00	359.00
100-36-13-4103	W/Comp	0.00	4.00	4.00
100-36-13-4104	Health Insurance	0.00	1,386.00	1,386.00
100-36-13-4105	WBF	0.00	2.00	2.00
100-36-13-4106	Unemployment	0.00	8.00	8.00
100-36-13-4107	PERS Bond	0.00	0.00	0.00
100-36-13-4109	PERS EE 6%	0.00	281.00	281.00
	Total Personal Services -	0.00	7,323.00	7,323.00
Materials & Services				
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
	Total Materials & Services	0.00	0.00	0.00
Debt, Capital, Transfers				
100-36-13-4107	PERS Bond Transfer	0.00	0.00	0.00
		0.00	299.00	299.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
	Total Expenditures	0.00	7,622.00	7,622.00
			Total Change should = 0 >> (7,622.00)	
Note: Total change should = 0, or Total Revenue change should match Total Expense change.				
Prepared By	Louise Kallstrom	Date	09/26/19	
				Supp #3

Department: PUBLIC HEALTH-PE36 Alc&Drug Prev&Ed

G/L ACCT NUMBER	ACCT DESCRIPTION	EXISTING BUDGET	BUDGET CHANGE	NEW Budget
			+ = increase - = decrease	
Revenue				
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
	Total Resources	0.00	0.00	0.00
Personal Services				
100-36-36-4013	Administrator, Public Health	0.00	4,686.00	4,686.00
100-36-36-4101	PERS	0.00	597.00	597.00
100-36-36-4102	FICA Tax	0.00	359.00	359.00
100-36-36-4103	W/Comp	0.00	4.00	4.00
100-36-36-4104	Health Insurance	0.00	1,386.00	1,386.00
100-36-36-4105	WBF	0.00	2.00	2.00
100-36-36-4106	Unemployment	0.00	8.00	8.00
100-36-36-4107	PERS Bond	0.00	0.00	0.00
100-36-36-4109	PERS EE 6%	0.00	281.00	281.00
	Total Personal Services -	0.00	7,323.00	7,323.00
Materials & Services				
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
	Total Materials & Services	0.00	0.00	0.00
Debt, Capital, Transfers				
100-36-36-4107	PERS Bond Transfer	0.00	0.00	0.00
		0.00	299.00	299.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
	Total Expenditures	0.00	7,622.00	7,622.00
			Total Change should = 0 >>	(7,622.00)
Note: Total change should = 0, or Total Revenue change should match Total Expense change.				
Prepared By	Louise Kallstrom	Date	09/26/19	
				Supp #3

Department: PUBLIC HEALTH-PE342 Maternal&Child Hlth

G/L ACCT NUMBER	ACCT DESCRIPTION	EXISTING BUDGET	BUDGET CHANGE	NEW Budget
			+ = increase - = decrease	
Revenue				
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
	Total Resources	0.00	0.00	0.00
Personal Services				
100-36-42-4013	Administrator, Public Health	0.00	937.00	937.00
100-36-42-4101	PERS	0.00	119.00	119.00
100-36-42-4102	FICA Tax	0.00	72.00	72.00
100-36-42-4103	W/Comp	0.00	1.00	1.00
100-36-42-4104	Health Insurance	0.00	277.00	277.00
100-36-42-4105	WBF	0.00	0.00	0.00
100-36-42-4106	Unemployment	0.00	2.00	2.00
100-36-42-4107	PERS Bond	0.00	0.00	0.00
100-36-42-4109	PERS EE 6%	0.00	56.00	56.00
	Total Personal Services -	0.00	1,464.00	1,464.00
Materials & Services				
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
	Total Materials & Services	0.00	0.00	0.00
Debt, Capital, Transfers				
100-36-42-4107	PERS Bond Transfer	0.00	0.00	0.00
		0.00	60.00	60.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
	Total Expenditures	0.00	1,524.00	1,524.00
			Total Change should = 0 >>	(1,524.00)
Note: Total change should = 0, or Total Revenue change should match Total Expense change.				
Prepared By	Louise Kallstrom	Date	09/26/19	
				Supp #3

Department: **PUBLIC HEALTH-PE43 Immunizations**

G/L ACCT NUMBER	ACCT DESCRIPTION	EXISTING BUDGET	BUDGET CHANGE	NEW Budget
			+ = increase - = decrease	
Revenue				
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
	Total Resources	0.00	0.00	0.00
Personal Services				
100-36-43-4013	Administrator, Public Health	0.00	4,685.00	4,685.00
100-36-43-4024	Comm Disease Inter Specialist	0.00	2,928.00	2,928.00
100-36-43-4101	PERS	0.00	971.00	971.00
100-36-43-4102	FICA Tax	0.00	582.00	582.00
100-36-43-4103	W/Comp	0.00	7.00	7.00
100-36-43-4104	Health Insurance	0.00	2,774.00	2,774.00
100-36-43-4105	WBF	0.00	4.00	4.00
100-36-43-4106	Unemployment	0.00	14.00	14.00
100-36-43-4107	PERS Bond	0.00	0.00	0.00
100-36-43-4109	PERS EE 6%	0.00	457.00	457.00
	Total Personal Services -	0.00	12,422.00	12,422.00
Materials & Services				
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
	Total Materials & Services	0.00	0.00	0.00
Debt, Capital, Transfers				
100-36-43-4107	PERS Bond Transfer	0.00	0.00	0.00
		0.00	486.00	486.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
	Total Expenditures	0.00	12,908.00	12,908.00
			Total Change should = 0 >> (12,908.00)	
Note: Total change should = 0, or Total Revenue change should match Total Expense change.				
Prepared By	Louise Kallstrom	Date	09/26/19	
				Supp #3

Department: **PUBLIC HEALTH-PE41 Comm Participtn/Access**

G/L ACCT NUMBER	ACCT DESCRIPTION	EXISTING BUDGET	BUDGET CHANGE	NEW Budget
			+ = increase - = decrease	
Revenue				
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
	Total Resources	0.00	0.00	0.00
Personal Services				
100-36-41-4013	Administrator, Public Health	0.00	2,810.00	2,810.00
100-36-41-4024	Comm Disease Inter Specialist	0.00	6,587.00	6,587.00
100-36-41-4101	PERS	0.00	1,198.00	1,198.00
100-36-41-4102	FICA Tax	0.00	719.00	719.00
100-36-41-4103	W/Comp	0.00	9.00	9.00
100-36-41-4104	Health Insurance	0.00	3,956.00	3,956.00
100-36-41-4105	WBF	0.00	5.00	5.00
100-36-41-4106	Unemployment	0.00	17.00	17.00
100-36-41-4107	PERS Bond	0.00	0.00	0.00
100-36-41-4109	PERS EE 6%	0.00	564.00	564.00
	Total Personal Services -	0.00	15,865.00	15,865.00
Materials & Services				
		0.00	0.00	0.00
100-36-41-4341	Access to Reprod Hlt PE46 Exp	0.00	1,500.00	1,500.00
100-36-46-4341	Access to Reprod Hlt PE46 Exp	1,500.00	(1,500.00)	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
	Total Materials & Services	1,500.00	0.00	1,500.00
Debt, Capital, Transfers				
100-36-41-4107	PERS Bond Transfer	0.00	0.00	0.00
		0.00	601.00	601.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
	Total Expenditures	1,500.00	16,466.00	17,966.00
			Total Change should = 0 >>	(16,466.00)
Note: Total change should = 0, or Total Revenue change should match Total Expense change.				
Prepared By	Louise Kallstrom	Date	09/26/19	
				Supp #3

Department: **PUBLIC HEALTH-PE50 Safe Drinking Water**

G/L ACCT NUMBER	ACCT DESCRIPTION	EXISTING BUDGET	BUDGET CHANGE	NEW Budget
			+ = increase - = decrease	
Revenue				
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
	Total Resources	0.00	0.00	0.00
Personal Services				
100-36-50-4013	Administrator, Public Health	0.00	4,685.00	4,685.00
100-36-50-4030	Enviro Services Specialist II	0.00	26,322.00	26,322.00
100-36-50-4101	PERS	0.00	5,704.00	5,704.00
100-36-50-4102	FICA Tax	0.00	2,372.00	2,372.00
100-36-50-4103	W/Comp	0.00	30.00	30.00
100-36-50-4104	Health Insurance	0.00	5,578.00	5,578.00
100-36-50-4105	WBF	0.00	15.00	15.00
100-36-50-4106	Unemployment	0.00	55.00	55.00
100-36-50-4107	PERS Bond	0.00	1,683.00	1,683.00
100-36-50-4109	PERS EE 6%	0.00	1,861.00	1,861.00
	Total Personal Services -	0.00	48,305.00	48,305.00
Materials & Services				
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
	Total Materials & Services	0.00	0.00	0.00
Debt, Capital, Transfers				
		0.00	0.00	0.00
100-36-50-4107	PERS Bond Transfer	0.00	299.00	299.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
	Total Expenditures	0.00	48,604.00	48,604.00
			Total Change should = 0 >> (48,604.00)	
Note: Total change should = 0, or Total Revenue change should match Total Expense change.				
Prepared By	Louise Kallstrom	Date	09/26/19	
				Supp #3

Department: **PUBLIC HEALTH-Regional Moderizatn Proj-Ph 1**

G/L ACCT NUMBER	ACCT DESCRIPTION	EXISTING BUDGET	BUDGET CHANGE	NEW Budget
			+ = increase - = decrease	
Revenue				
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
	Total Resources	0.00	0.00	0.00
Personal Services				
100-36-51-4013	Administrator, Public Health	0.00	2,559.00	2,559.00
100-36-50-4101	PERS	0.00	326.00	326.00
100-36-50-4102	FICA Tax	0.00	196.00	196.00
100-36-50-4103	W/Comp	0.00	2.00	2.00
100-36-50-4104	Health Insurance	0.00	756.00	756.00
100-36-50-4105	WBF	0.00	1.00	1.00
100-36-50-4106	Unemployment	0.00	5.00	5.00
100-36-50-4107	PERS Bond	0.00	0.00	0.00
100-36-50-4109	PERS EE 6%	0.00	153.00	153.00
	Total Personal Services -	0.00	3,998.00	3,998.00
Materials & Services				
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
	Total Materials & Services	0.00	0.00	0.00
Debt, Capital, Transfers				
100-36-50-4107	PERS Bond Transfer	0.00	0.00	0.00
		0.00	168.00	168.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
	Total Expenditures	0.00	4,166.00	4,166.00
			Total Change should = 0 >>	(4,166.00)
Note: Total change should = 0, or Total Revenue change should match Total Expense change.				
Prepared By	Louise Kallstrom	Date	09/26/19	
				Supp #3

Department: **PUBLIC HEALTH-Regional Modernizatin Proj Ph II**

G/L ACCT NUMBER	ACCT DESCRIPTION	EXISTING BUDGET	BUDGET CHANGE	NEW Budget
			+ = increase - = decrease	
Revenue				
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
	Total Resources	0.00	0.00	0.00
Personal Services				
100-36-51-4013	Administrator, Public Health	0.00	4,936.00	4,936.00
100-36-50-4101	PERS	0.00	629.00	629.00
100-36-50-4102	FICA Tax	0.00	377.00	377.00
100-36-50-4103	W/Comp	0.00	4.00	4.00
100-36-50-4104	Health Insurance	0.00	1,459.00	1,459.00
100-36-50-4105	WBF	0.00	2.00	2.00
100-36-50-4106	Unemployment	0.00	12.00	12.00
100-36-50-4107	PERS Bond	0.00	0.00	0.00
100-36-50-4109	PERS EE 6%	0.00	295.00	295.00
	Total Personal Services -	0.00	7,714.00	7,714.00
Materials & Services				
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
	Total Materials & Services	0.00	0.00	0.00
Debt, Capital, Transfers				
100-36-50-4107	PERS Bond Transfer	0.00	0.00	0.00
		0.00	313.00	313.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
	Total Expenditures	0.00	8,027.00	8,027.00
			Total Change should = 0 >>	(8,027.00)
Note: Total change should = 0, or Total Revenue change should match Total Expense change.				
Prepared By	Louise Kallstrom	Date	09/26/19	
				Supp #3

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

In the Matter of Conveying Certain Real Property)
In Columbia City, Oregon, to Richard K. Wagoner)
and Bonny J. Wagoner, Tax Map ID No.)
5N1W28-DB-00500 and Tax Account No. 29138) **ORDER NO. 77-2019**

WHEREAS, on January 29, 2015, *nunc pro tunc* October 2, 2014, the Circuit Court of the State of Oregon for the County of Columbia entered of record the General Judgment in *Columbia County v. James L. & Freida M. Bahl, et al.*, Case No. 14-CV12025; and

WHEREAS, on October 12, 2016, pursuant to that General Judgment, Seller acquired foreclosed real property, including that certain parcel of land situated in Columbia City, Oregon, having Tax Map ID No. 5N1W28-DB-00500 and Tax Account No. 29138, hereafter referred to as "Property", by deed recorded as document number 2016-008867 in the Columbia County deed records; and

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

WHEREAS, on June 26, 2019, the Buyer, an adjacent property owner, offered to purchase the Property for \$500.00; and

WHEREAS, Property is within 100 feet of the railroad; therefore, on July 15, 2019, County staff notified Portland & Western Railroad, Inc. of County's intent to sell Property and Portland & Western Railroad, Inc., did not respond with an objection to the sale of the Property; and

WHEREAS, ORS 275.225 authorizes the County to sell tax foreclosed property on a negotiated basis if the property has a value of less than \$15,000.00 and is not buildable; and

WHEREAS, the County published public notice of the sale on September 18, 2019 and September 25, 2019 in the Chronicle, a newspaper of general circulation in the County; and

WHEREAS, County policy provides that Buyers of tax foreclosed properties shall pay a \$145.00 administrative fee, hereafter referred to as "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 275.225, the Board of County Commissioners authorizes the sale of the above-described Property to Richard K. Wagoner and Bonny J. Wagoner for \$500.00, plus an administrative fee in the amount of \$145.00; and
2. The Board of County Commissioners will convey the Property by Quitclaim Deed in a form substantially the same as Exhibit B; and
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

By: _____
Henry Heimuller, Chair

Approved as to form:

By: _____
Margaret Magruder, Commissioner

By: _____
Office of County Counsel

By: _____
Alex Tardif, Commissioner

EXHIBIT A

Tax Account No. 29138

Map

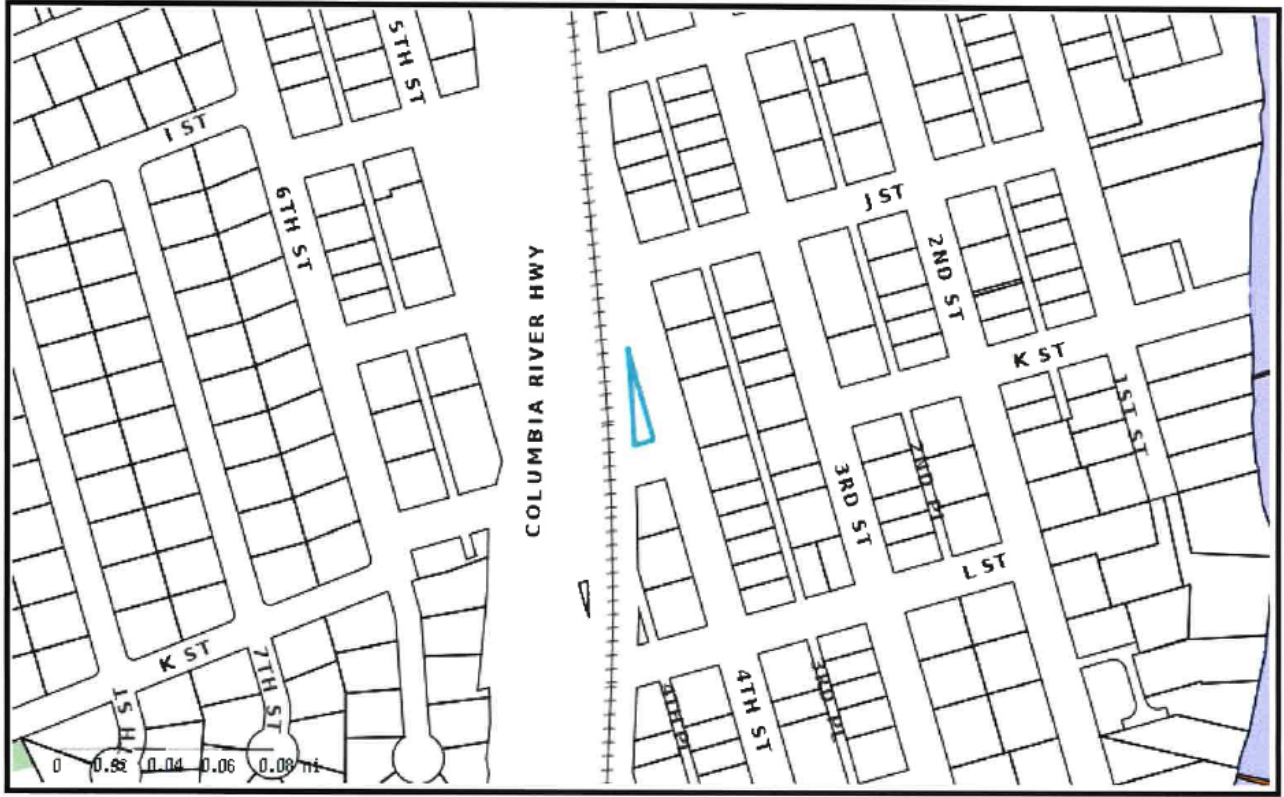


EXHIBIT B

AFTER RECORDING, RETURN TO GRANTEE:

RICHARD K. WAGONER
BONNY J. WAGONER
1655 4TH STREET
COLUMBIA CITY, OR 97018

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 referred to as "Grantor", for the consideration hereinafter stated, does hereby release and quitclaim unto RICHARD K. WAGONER AND BONNY J. WAGONER, Husband and Wife, herein referred to as "Grantee", all right, title and interest in and to that certain parcel of real property identified in Columbia County records as Map ID No. 5N1W28-DB-00500 and Tax Account No. 29138, and more particularly described on Exhibit A attached hereto.

The true and actual consideration for this conveyance is \$645.00.

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. 77-2019 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 5N1W28-DB-00500 and
Tax Account No. 29138

A tract of land in the Southeast quarter of Section 28, Township 5 North, Range 1 West, Willamette Meridian, Columbia County, Oregon, being more particularly described as follows:

All that portion of Lots 3, 4, 5, and 6, Block 53, REPLAT OF COLUMBIA CITY, Deed Volume H, Page 416, Columbia County, Oregon, lying Easterly of the Oregon Department of Transportation (formerly Northern Pacific) Railroad right-of-way.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

In the Matter of Adopting the)
2019-2021 Columbia County) RESOLUTION NO. 79 -2017
Community Corrections Biennial Plan)
_____)

WHEREAS, The Director of the Department of Community Justice- Adult Division has presented the 2019-2021 Columbia County Community Corrections Biennial Plan to the Board of County Commissioners for its consideration and adoption; and

WHEREAS, the Columbia County Local Public Safety Coordinating Council has reviewed the Plan and recommends that it be adopted;

NOW, THEREFORE, IT IS HEREBY RESOLVED that the 2019-2021 Columbia County Community Corrections Biennial Plan, which is attached hereto as Exhibit "A", and is incorporated herein by this reference, is hereby adopted.

Dated this _____ day of October, 2019.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

BY: _____
Henry Heimuller, Chair

BY: _____
Margaret Magruder, Commissioner

BY: _____
Alex Tardif, Commissioner

Approved as to form:

By: _____
Office of County Counsel

Columbia County 2019-2021 Community Corrections Biennial Plan

Department of Corrections 2575 Center Street NE Salem, Oregon 97301-4667	<i>For Office Use Only</i> Date Received:
Address: 901 Port Avenue, Saint Helens, Oregon 97051 Phone: 5033976253 Fax: 5033976645	
Community Corrections Director/Manager: Janet Evans Address: 901 Port Ave, Saint Helens, Oregon 97051 Phone: 5033664660 Fax: 5033976645 Email: janet.evans@columbiacountyor.gov	
Sheriff: Brian Pixley Address: 901 Port Ave, Saint Helens, Oregon 97051 Phone: 503366-4600 Fax: 503-366-4644 Email: Brian.Pixley@columbiacountyor.gov	
Jail Manager: Tony Weaver Address: 901 Port Ave, Saint Helens, Oregon 97051 Phone: 503-366-4638 Fax: 503-366-4644 Email: Tony.Weaver@columbiacountyor.gov	
Supervisory Authority: Brian Pixley Address: 901 Port Ave, Saint Helens, Oregon 97051 Phone: 503366-4600 Fax: 503-366-4644 Email: Brian.Pixley@columbiacountyor.gov Supervisory Authority: Address: Phone: Fax: Email:	
LPSCC Contact: Jeff Auxier Address: 230 Strand Street, St Helens Or 97051 Phone: 503) 397-7203 Fax: (503) 397-2760 Email: Jeff.Auxier@columbiacountyor.gov	
<u>Biennial Budget</u>	
State Grant-in-Aid Fund:	<u>\$4,205,023.00</u>
Inmate Welfare Release Subsidy Fund:	<u>\$12,158.00</u>
DOC M57 Supplemental Fund:	<u>\$173,611.00</u>
Treatment Transition Fund:	<u> </u>
CJC Justice Reinvestment Grant:	<u>\$626,379.00</u>
CJC Treatment Court Grant:	<u> </u>
County General Fund:	<u> </u>
Supervision Fees:	<u>\$160,000.00</u>
Other Fees:	<u>\$70,000.00</u>
Other State or Federal Grant:	<u> </u>
Other:	<u>\$180,000.00</u>
<u>Total:</u>	<u>\$5,427,171.00</u>

**Columbia County
2019-2021 Community Corrections Budget Summary**

Program Name	Grant in Aid Fund	Release Subsidy Fund	Other Funds and Fees	Total
Administration	\$1,315,600.00		\$38,000.00	\$1,353,600.00
Community Service and Work Crew	445,000		\$180,000.00	\$625,000.00
Sexual Offender Treatment			\$5,000.00	\$5,000.00
Mental Health Services		\$5,000.00	\$5,000.00	\$10,000.00
Substance Abuse Treatment			\$11,111.00	\$11,111.00
Columbia County Drug Court			\$157,500.00	\$157,500.00
Columbia County Justice Reinvestment Program			\$626,379.00	\$626,379.00
Domestic Violence Treatment Services			\$3,000.00	\$3,000.00
Transitional Services/Subsidy and Housing		\$7,158.00	\$24,000.00	\$31,158.00
Supervision	1,964,423		\$160,000.00	\$2,124,423.00
Custody	\$480,000.00			\$480,000.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total	\$4,205,023.00	\$12,158.00	\$1,209,990.00	\$5,427,171.00

**Columbia County
2019-2021 Community Corrections Budget Summary**

Program Name	Grant in Aid Fund	Inmate Welfare Release Subsidy Fund	County/Other Funds and Fees	Total
Administration	\$1,315,600		\$38,000	\$1,353,600
Parole & Probation Supervision	\$1,964,423		\$160,000	\$2,2124,423
Substance Abuse Treatment			\$11,111	\$11,111
Sex Offender Treatment			\$5000	\$5000
Mental Health Services		\$5000	\$5000	\$10,000
Transitional Services/ Subsidy		\$7,158	\$24,000	\$31,158
Columbia County Drug Court			\$157,500	\$157,500
Work Crew/ Community Service	\$455,000		\$180,000	\$625,000
Custodial / Sanction Beds	\$480,000			\$480,000
Sanctions				
Domestic Violence Treatment			\$3,000	\$3,000
Justice Reinvestment Program			\$626,379	\$626,379
Fund Total	\$4,205,023	\$12,158	\$1,209,990	\$5,427,171

LOCAL PUBLIC SAFETY COUNCIL

Mission Statement: “To promote public safety by developing policies and procedures that create an effective criminal adult and juvenile system including managing the offender population through prevention, intervention and accountability.”

Columbia County’s LPSCC meets bimonthly to review public safety concerns. During the last biennium, LPSCC reviewed and endorsed the County’s jail funding levy, approved the 2013-2015 Community Justice plan, supported the Commission on Children & Families grant applications for improving school success and workforce readiness and a grant to provide funding to improve math and reading scores for at-risk youth. LPSCC also endorsed the Evidence Based Decision Making (EBDM) grant request sponsored by NIC.

COLUMBIA COUNTY DEPARTMENT OF COMMUNITY JUSTICE

Mission Statement: “Reduce criminal conduct through a partnership with communities and human services agencies with a continuum of supervision, incarceration, and programming to manage offender behavior.”

Columbia County Department of Community Justice - Adult Division (DCJ-Adult Division) supervises approximately 746 adult offenders on parole, post-prison supervision and probation. Columbia County is committed to a value-driven system using evidence-based practices to protect citizens, hold offenders accountable, provide effective treatment programming, and to ensure rapid responses to violations using a continuum of sanctions. Through standardized risk assessments and a specialized sex offender assessment tool, Community Justice identifies those offenders who pose the greatest risk to the community and focuses the majority of resources and services to medium and high-risk offenders.

Community Justice Adult Division staff consists of the Director, one Adult Division Supervisor, Six Parole & Probation Officers, two support staff, and one Community Services Coordinator. Three temporary part-time employees are used to provide work crew supervision.

DCJ - Adult Division partners with local agencies and organizations to ensure the best delivery of services within limited resources. A collaborative effort with the Circuit Court, District Attorney, Columbia County Consortium, and Columbia Community Mental Health, resulted in the formation of the Columbia County Drug Court program. By working together as a team, the agencies seek to provide a variety of programs and consistent supervision geared toward supporting and helping the offender maintain a drug-free life.

DCJ-Juvenile Division staff consist of one supervisor, one support staff and three probation/counselors. The Juvenile Division of the Columbia County Department of Community Justice is committed to protecting the public and reducing delinquency by holding youth accountable to their victim and to their community. Focus is on public safety, stability and accountability. We work with youth and families to enable skill development and competencies in those we serve. Juvenile Court Counselors (JCC'S) conduct intake interviews, collect background information and initiate the legal process. They also supervise probation and diversion youth assigned to them. These youth range in age from 12 to 18 and have a variety of needs. JCC's use risk-screening tools in effort to identify youth having significant risk to re-offend then provide intensive case management and design individualized plans to address the unique needs of each youth and family utilizing evidence-based practices. Multi-agency teams are often created to provide the array of services needed for appropriate interventions.

EVIDENCE BASED PRACTICE (EBP)

The Department of Community Justice - Adult Division, has developed a comprehensive evidence-based approach that includes both internal coordination of programming aimed at skill development and external coordination of programming aimed at reduction of recidivism. The plan will identify steps necessary to create, implement and maintain a system of services, supervision and sanctions resulting in positive outcomes and documents the steps taken to achieve such results.

The principles of EBP includes those of risk, need, and responsivity and will be incorporated into the daily practices of supervision and how they have been incorporated into the daily practices of supervision.

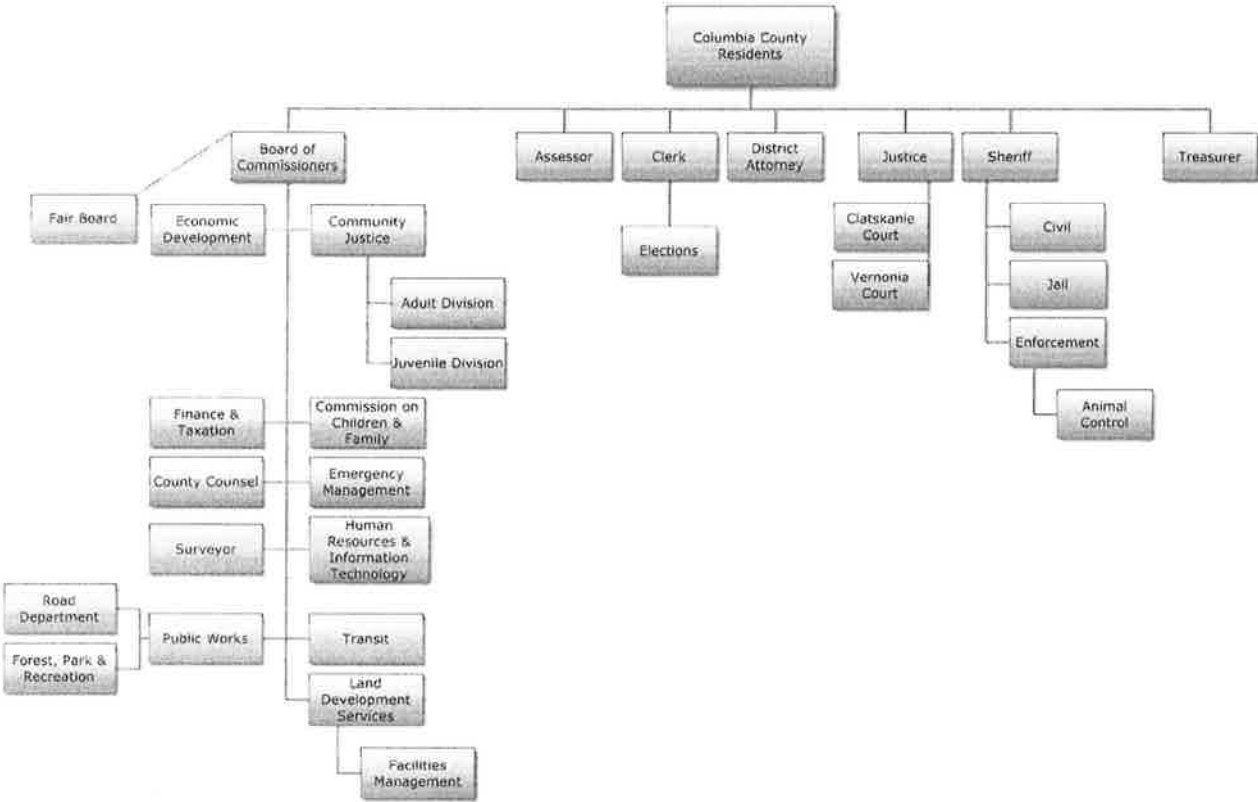
The principle of risk dictates that services are delivered to offenders with a higher risk to recidivate, while minimal services are provided to offenders who present a low risk to recidivate. Risk assessment is accomplished through use of the standardized and validated Oregon Case Management System Risk Assessment Tool.

The principle need determines what factors to target that are specifically related to criminal behavior. Treatment and supervision services must focus on addressing criminogenic needs and behaviors.

The principle of responsivity determines how services are best delivered and that programs are using treatment models that have demonstrated effectiveness in reducing recidivism. These models include cognitive, which focuses on how a person thinks; behavioral, which focuses on how a person behaves; and social learning theory approach, which use techniques of role modeling, practice, and reinforcement to teach new behaviors.

Thus, Parole & Probation Officers manage felony offenders who are in the community by concentrating the greatest efforts on offenders who are most likely to commit new crimes.

ORGANIZATIONAL CHART



Program Name:	Community Justice-Administration
Program Category:	Administration
Program Description:	Provide planning, management and administrative services to the Dept of Community Justice. Responsible for the development and implementation of programs, budget, policy and daily operations
Program Objectives:	Manage Community Justice operations , including budget and contracts, personnel,
Method(s) of Evaluation:	County performance evaluations

Monthly Average to be Served: 500

- | | | | |
|--|---|--|--|
| Type of Offender(s) Served: | Crime Category: | Gender: | Risk Level: |
| <input checked="" type="checkbox"/> Probation | <input checked="" type="checkbox"/> Felony | <input checked="" type="checkbox"/> Male | <input checked="" type="checkbox"/> High |
| <input checked="" type="checkbox"/> Parole/Post-Prison | <input checked="" type="checkbox"/> Misdemeanor | <input checked="" type="checkbox"/> Female | <input checked="" type="checkbox"/> Medium |
| <input checked="" type="checkbox"/> Local Control | | | <input checked="" type="checkbox"/> Low |

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type <small>(ie, Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)</small>	CPC Y/N?	If Yes, Overall Score
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	

Funding Sources

- | | |
|--|----------------|
| <input checked="" type="checkbox"/> State Grant-In-Aid Fund | \$1,315,600.00 |
| <input type="checkbox"/> Inmate Welfare Release Subsidy Fund | _____ |
| <input type="checkbox"/> DOC M57 Supplemental Fund | _____ |
| <input type="checkbox"/> CJC Justice Reinvestment Grant | _____ |
| <input type="checkbox"/> CJC Treatment Court Grant | _____ |
| <input type="checkbox"/> County General Fund | _____ |
| <input checked="" type="checkbox"/> Supervision Fees | \$20,000.00 |
| <input checked="" type="checkbox"/> Other Fees (revenue) | \$70,500.00 |
| <input type="checkbox"/> Other State or Federal Grant | _____ |
| Other: Please Identify | |
| <input type="checkbox"/> | _____ |
| <input type="checkbox"/> | _____ |
| <input type="checkbox"/> | _____ |

Additional Comments:

Program Name:	PAROLE & PROBATION SUPERVISION
Program Category:	Supervision
Program Description:	Provide supervision to parole, post-prison, and probation offenders residing in Columbia County. Supervision includes, but not limited to office contacts, residence checks, monitoring and collection of court-ordered financial obligations, imposition of structured sanctions, referrals to treatment, assessments of offender risk, pre-sentence investigation reports, monitoring for substance abuse. Officers complete in-state and out-of-state investigations and release plans for each offender released onto parole or post-prison supervision. Caseloads are assigned with specialized caseloads of domestic violence, sex offenders, and drug court.
Program Objectives:	Offender supervision using OCMS, contact standards will be met; Court ordered financial obligations including restitution, fines, unitary assessments, attorney fees, and supervision fees will be monitored by supervising officers; Columbia County will strive to maintain a successful case closure rate. Officers will use all reasonable means to locate an offender before closing to warrant status; Random urinalysis samples will be obtained from all offenders with a history of substance abuse or when the officer has reasonable grounds to suspect the offender has been using controlled substances.
Method(s) of Evaluation:	Contact standards will be measured by annual caseload audits and reflected in the yearly performance outcome report. Electronic audits of caseloads will be used to monitor referrals to programs. Contacts, urinalysis, payment of fees, fines, and restitution and staff consultations will be accomplished to determine if program objectives are achieved.

Monthly Average to be Served: 500

Type of Offender(s) Served:

- Probation
- Parole/Post-Prison
- Local Control

Crime Category:

- Felony
- Misdemeanor

Gender:

- Male
- Female

Risk Level:

- High
- Medium
- Low

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type <small>(ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)</small>	CPC Y/N?	If Yes, Overall Score
Columbia Community Mental health	Substance Abuse	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	55% SAT (2009)
Medicine Wheel Recovery Services	Outpatient substance abuse	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Bridge To Pathways	Inpatient Treatment	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	51% SAT (2005)
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	

Funding Sources

<input checked="" type="checkbox"/> State Grant-In-Aid Fund	\$1,964,423.00
<input type="checkbox"/> Inmate Welfare Release Subsidy Fund	_____
<input type="checkbox"/> DOC M57 Supplemental Fund	\$0.00
<input type="checkbox"/> CJC Justice Reinvestment Grant	_____
<input type="checkbox"/> CJC Treatment Court Grant	_____
<input type="checkbox"/> County General Fund	_____
<input checked="" type="checkbox"/> Supervision Fees	\$160,000
<input type="checkbox"/> Other Fees (revenue)	_____
<input type="checkbox"/> Other State or Federal Grant	_____

Other: Please Identify

-
-
-

Additional Comments: Qualified misdemeanor clients.

Program Name:	Community Justice-WORK CREW AND COMMUNITY SERVICE
Program Category:	Community Service and Work Crew
Program Description:	To provide a sentencing alternative to the Courts and a local intermediate sanction for offenders who fail to comply with conditions of supervision. It is also used as an option to furlough from jail and offenders released under the matrix program. Transitional housing residents may also complete work crew in lieu of paying rent. Offenders are allowed to participate in the work crew program to work off past-due supervision fees.
Program Objectives:	Provide a non-custody sentencing alternative for the releasing authorities. Provide a cost-effective work force to community agencies. Provide an opportunity for offenders to work in lieu of financial obligations. Offenders failing to complete the program will be referred back to the releasing authority
Method(s) of Evaluation:	Periodic audits of outcome measures as reported in CIS. The number of participants and hours completed are tracked and reported in the department's annual report.

Monthly Average to be Served: _____ Type of Offender(s) Served: _____ Crime Category: _____ Gender: _____ Risk Level: _____

Probation Felony Male High
 Parole/Post-Prison Misdemeanor Female Medium
 Local Control Low

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type <small>(ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)</small>	CPC Y/N?	If Yes, Overall Score
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	

Funding Sources

- State Grant-In-Aid Fund \$445,000.00
- Inmate Welfare Release Subsidy Fund _____
- DOC M57 Supplemental Fund _____
- CJC Justice Reinvestment Grant _____
- CJC Treatment Court Grant _____
- County General Fund _____
- Supervision Fees _____
- Other Fees (revenue) \$180,000.00
- Other State or Federal Grant _____
- Other: Please Identify
- _____
- _____
- _____

Additional Comments:

Program Name:	TRANSITIONAL SERVICES/SUBSIDY and HOUSING
Program Category:	Transition Services
Program Description:	Services are provided to incarcerated offenders to assist in the transition from custody to the community. Transition services provide release planning, financial assistance for offenders to purchase food, transportation, work clothing, crisis and transition housing. It also provides assistance to offenders for treatment, employment, and other services to enhance productiveness in the community. Residents of the Transitional Housing Facility are required to submit to random drug and alcohol testing, random searches, mandatory curfew, household chores. Participation in work crew to offset rent is offered to offenders unable to pay rent. Release planning also includes coordination of services with appropriate agencies. Services will be subsidized for offenders who qualify for SB 267 -AIP transition and Measure 57 funding.
Program Objectives:	Assist offenders post-incarceration to reconnect with a productive lifestyle, return to or locate a job, or re-establish a family relationship. Utilize available community resources and provide appropriate support to assist in a successful transition back into the community. Provide assistance to offenders in need of transition services and subsidy. Assist all offenders who are eligible for AIP and Measure 57 funding.
Method(s) of Evaluation:	The evaluation of this program is measured as an offender successfully transitions back into the community by obtaining employment, attending treatment, establishing family relationships, and securing an appropriate residence. Periodic case audits and staff consultations will be accomplished to determine if the program objectives are achieved. Submit annual AIP and Measure 57 funding reports to DOC.

Monthly Average to be Served:

Type of Offender(s) Served:

- Probation
 Parole/Post-Prison
 Local Control

Crime Category:

- Felony
 Misdemeanor

Gender:

- Male
 Female

Risk Level:

- High
 Medium
 Low

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type <small>(i.e., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)</small>	CPC Y/N?	If Yes, Overall Score
Community Action	Housing/transitional assist	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
CCRider Transportation	Transportation	<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	

Funding Sources

- | | |
|---|------------|
| <input type="checkbox"/> State Grant-In-Aid Fund | _____ |
| <input type="checkbox"/> Inmate Welfare Release Subsidy Fund | _____ |
| <input checked="" type="checkbox"/> DOC M57 Supplemental Fund | \$7,158.00 |
| <input type="checkbox"/> CJC Justice Reinvestment Grant | _____ |
| <input type="checkbox"/> CJC Treatment Court Grant | _____ |
| <input type="checkbox"/> County General Fund | _____ |
| <input type="checkbox"/> Supervision Fees | _____ |
| <input checked="" type="checkbox"/> Other Fees (revenue) | \$24,000 |
| <input type="checkbox"/> Other State or Federal Grant | _____ |

Other: Please Identify

Additional Comments: Includes transitional housing, transportation, emergency medications, clothing and other transitional services to assist clients in community.

Program Name:	Columbia County Justice Reinvestment Program/Downward Departure
Program Category:	Community-Based Custodial Alternatives
Program Description:	Columbia County Justice Reinvestment Program (CCJRP) is designed to be an evidence-based curriculum of community programs that provide alternative strategies to addressing adult offender behavior. Through appropriate assessment, referrals, and integral delivery of services, the program is designed to increase public safety, reduce offender recidivism, while reducing prison sentences and jail utilization. The program is intended to move Columbia County Department of Community Justice towards developing long term sustainable evidence-based programming that serve high risk/high need offenders under community supervision which include alternative incarceration programs/short-term transitional leave, probation, and offenders on post-prison supervision. The model is composed of three equal components: evidence-based practice, organizational development, and system-wide collaboration to provide a balance of evidence-based services/programs, community-based supervision strategies and alternative sanctions to enhance risk reduction.
Program Objectives:	Increase Public Safety, Increase Offender Accountability, Reduce Offender Recidivism and Reduce Prison Sentences; Develop EBDM across criminal justice continuum
Method(s) of Evaluation:	Data-analysis; program fidelity.

Monthly Average to be Served: 15-30

Type of Offender(s) Served:

- Probation
 Parole/Post-Prison
 Local Control

Crime Category:

- Felony
 Misdemeanor

Gender:

- Male
 Female

Risk Level:

- High
 Medium
 Low

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type <small>(ie, Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)</small>	CPC Y/N?	If Yes, Overall Score
NW parenting	parenting	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Columbia Community Mental health	Substance/Mental health	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	55% sat 2009
Medicine Wheel	Substance Abuse	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	

Funding Sources

- State Grant-In-Aid Fund _____
 Inmate Welfare Release Subsidy Fund _____
 DOC M57 Supplemental Fund _____
 CJC Justice Reinvestment Grant \$626,379.00 _____
 CJC Treatment Court Grant _____
 County General Fund _____
 Supervision Fees _____
 Other Fees (revenue) _____
 Other State or Federal Grant _____
 Other: Please Identify



Additional Comments: Includes amount to be subcontracted for treatment, and required 10% to victims services in community. .5 FTE Intervention Specialist, 1 FTE Pretrial Services Specialist

Program Name:	Columbia County Drug Court
Program Category:	Substance Abuse
Program Description:	Drug Court provides options for offenders charged with crimes that qualify for a conditional discharge or felony diversion, including the opportunity to enter a structured and cooperative process to rehabilitation through an enhanced supervision and treatment process. Offenders are placed under intense supervision to ensure compliance and conditions of supervision, and adherence to treatment conditions. Weekly appearances before the Court occur to enhance communication, offender compliance, and ensure successful completion of all obligations.
Program Objectives:	All clients will participate in substance abuse treatment as recommended. Timely referrals to treatment will be made. Participants who do not comply with the rules of the Drug Court will be given sanction as determined by the Drug Court team. All participants will submit to weekly urinalysis testing
Method(s) of Evaluation:	Case audits and consultation with supervising officers will be accomplished to determine if program objectives are achieved. Drug court is also evaluated by the CJC.

Monthly Average to be Served: 35

Type of Offender(s) Served:

- Probation
- Parole/Post-Prison
- Local Control

Crime Category:

- Felony
- Misdemeanor

Gender:

- Male
- Female

Risk Level:

- High
- Medium
- Low

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type <small>(i.e., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)</small>	CPC Y/N?	If Yes, Overall Score
Columbia Community Mental Health	outpatient substance abuse	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	55% sat (2009)
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	

Funding Sources

- State Grant-In-Aid Fund _____
- Inmate Welfare Release Subsidy Fund _____
- DOC M57 Supplemental Fund \$157,500.00 _____
- CJC Justice Reinvestment Grant _____
- CJC Treatment Court Grant _____
- County General Fund _____
- Supervision Fees _____
- Other Fees (revenue) _____
- Other State or Federal Grant _____
- Other: Please Identify
- _____
- _____
- _____

Additional Comments: .75 FTE probation officer II

Program Name:	SUBSTANCE ABUSE TREATMENT
Program Category:	Substance Abuse
Program Description:	Provide residential and outpatient substance abuse treatment services for indigent offenders. All substance abuse treatment groups are cognitive-based programs designed to address thinking errors and thereby change behavior. Offenders are required to pay a portion of treatment costs based on a sliding fee scale. Offenders assessed to need intensive treatment will be referred to appropriate residential programs followed by aftercare services. Includes random drug testing/
Program Objectives:	Offenders needing treatment will be evaluated and referred to treatment programs. Offenders will submit to random urinalysis testing. TCUDS will be completed on all offenders eligible under measure 57.
Method(s) of Evaluation:	Periodic electronic audits of the CIS treatment module and staff consultation will be accomplished to determine if program objectives are achieved.

Monthly Average to be Served: 50

Type of Offender(s) Served: Probation
 Parole/Post-Prison
 Local Control

Crime Category: Felony
 Misdemeanor

Gender: Male
 Female

Risk Level: High
 Medium
 Low

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type <small>(ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)</small>	CPC Y/N?	If Yes, Overall Score
Columbia Community Mental health	Substance Abuse	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	55% SAT (2009)
Medicine Wheel	outpatient substance abuse	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Pathways	Inpatient Treatment	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	51% SAT (2005)
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	

Funding Sources

- State Grant-In-Aid Fund _____
- Inmate Welfare Release Subsidy Fund _____
- DOC M57 Supplemental Fund \$11,111.00 _____
- CJC Justice Reinvestment Grant _____
- CJC Treatment Court Grant _____
- County General Fund _____
- Supervision Fees _____
- Other Fees (revenue) _____
- Other State or Federal Grant _____
- Other: Please Identify
- _____
- _____
- _____

Additional Comments:

Program Name:	Mental Health Services
Program Category:	Mental Health Services
Program Description:	Seek services for individuals with mental illnesses who are involved in the criminal justice system with the goal of increasing their ability to return to full and productive lives in the community. Services will include evaluation, counseling, and prescription drug management.
Program Objectives:	Refer offenders to treatment services who have been ordered to enter and complete a mental health program or offenders who are identified as needing mental health services.
Method(s) of Evaluation:	Electronic audits of the CIS treatment module and staff consultations will be accomplished to determine if the program objectives are achieved.

Monthly Average to be Served:

Type of Offender(s) Served: Crime Category: Gender: Risk Level:

Probation Felony Male High

Parole/Post-Prison Misdemeanor Female Medium

Local Control Low

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type <small>(ie, Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)</small>	CPC Y/N?	If Yes, Overall Score
Columbia Community Mental Health	Cog/Dual Diagnosis	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	55% (2009)
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	

Funding Sources

- State Grant-In-Aid Fund _____
- Inmate Welfare Release Subsidy Fund \$5,000.00
- DOC M57 Supplemental Fund _____
- CJC Justice Reinvestment Grant _____
- CJC Treatment Court Grant _____
- County General Fund _____
- Supervision Fees _____
- Other Fees (revenue) \$5,000.00
- Other State or Federal Grant _____
- Other: Please Identify
- _____
- _____
- _____

Additional Comments:

Program Name:	Sex Offender Treatment
Program Category:	Sex Offender Services
Program Description:	To provide treatment to offenders convicted of sex offenses or ordered to complete sex offender treatment by the Court and will include group and individual treatment to assist in providing behavior control to offenders. Treatment will include polygraph and plethysmograph testing
Program Objectives:	All offenders needing treatment will be referred and will include polygraph and plethysmograph testing..
Method(s) of Evaluation:	Periodic electronic audits of the CIS treatment module and staff consultations will be accomplished to determine if program objectives are reached

Monthly Average to be Served: 10

Type of Offender(s) Served: Probation
 Parole/Post-Prison
 Local Control

Crime Category: Felony
 Misdemeanor

Gender: Male
 Female

Risk Level: High
 Medium
 Low

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type <small>(ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)</small>	CPC Y/N?	If Yes, Overall Score
Higher Ground Counseling	Sexual Offender Treatment	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Bridgetown Polygraph	Polygraphs	<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	

Funding Sources

- State Grant-In-Aid Fund _____
- Inmate Welfare Release Subsidy Fund _____
- DOC M57 Supplemental Fund _____
- CJC Justice Reinvestment Grant _____
- CJC Treatment Court Grant _____
- County General Fund _____
- Supervision Fees _____
- Other Fees (revenue) \$5,000.00 _____
- Other State or Federal Grant _____
- Other: Please Identify
- _____
- _____
- _____

Additional Comments:

Program Name:	DOMESTIC VIOLENCE TREATMENT SERVICES
Program Category:	Other Services
Program Description:	Domestic violence and anger management treatment is a comprehensive program to evaluate and treat offenders who have been convicted of or display assaultive behavior. The program consists of education and treatment to prevent further violence. It includes individual and group therapy sessions and tools to help the offender understand and manage anger and behavior without violence. Officers work closely with treatment providers to insure compliance and focuses on achieving behavioral change through mandated participation in counseling.
Program Objectives:	Offenders ordered to treatment will be referred to appropriate programs
Method(s) of Evaluation:	Periodic electronic audits of CIS conditions and treatment module will be accomplished to determine if program objectives are achieved.

Monthly Average to be Served: 10

Type of Offender(s) Served:

- Probation
- Parole/Post-Prison
- Local Control

Crime Category:

- Felony
- Misdemeanor

Gender:

- Male
- Female

Risk Level:

- High
- Medium
- Low

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type <small>(ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)</small>	CPC Y/N?	If Yes, Overall Score
Counseling & Wellness	DV Evaluation & Treatment	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Bridges to Safety	DV Evaluation & Treatment	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	

Funding Sources

- State Grant-In-Aid Fund _____
- Inmate Welfare Release Subsidy Fund _____
- DOC M57 Supplemental Fund _____
- CJC Justice Reinvestment Grant _____
- CJC Treatment Court Grant _____
- County General Fund _____
- Supervision Fees _____
- Other Fees (revenue) _____ \$3,000.00
- Other State or Federal Grant _____
- Other: Please Identify
- _____
- _____
- _____

Additional Comments:

Program Name:	CUSTODY
Program Category:	Custodial/Sanction Beds
Program Description:	Local control incarceration of felony offenders at the Columbia County Justice Facility for sentences or terms of 12 months or less. It includes court sentences, probation revocations, parole and post-prison supervision revocations and administrative sanctions.
Program Objectives:	Provide a greater control authority over relatively short-term prisoners. Offer a range of sanctions to appropriately respond to violations of conditions of supervision. Incorporate structured and supervised work activities.
Method(s) of Evaluation:	The evaluation of success is for the offender to serve the jail term without incident, participate in available in-custody resources, and make a successful return to the community. Data collection is through a statewide data base and with CIS with results reported in the department's annual report. Community Justice staff will track SB1145 (Local Control) bed days used in the local facility

Monthly Average to be Served: 12

Type of Offender(s) Served: Probation
 Parole/Post-Prison
 Local Control

Crime Category: Felony
 Misdemeanor

Gender: Male
 Female

Risk Level: High
 Medium
 Low

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type <small>(ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)</small>	CPC Y/N?	If Yes, Overall Score
Columbia County Jail		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	

Funding Sources

- State Grant-In-Aid Fund \$480,000.00
- Inmate Welfare Release Subsidy Fund _____
- DOC M57 Supplemental Fund _____
- CJC Justice Reinvestment Grant _____
- CJC Treatment Court Grant _____
- County General Fund _____
- Supervision Fees _____
- Other Fees (revenue) _____
- Other State or Federal Grant _____
- Other: Please Identify
- _____
- _____
- _____

Additional Comments:

Columbia County
2019-2021 Sanctions and Services

Please indicate the monthly average number of offenders that participate in the sanctions/services listed below; regardless of the funding source or how the sanction/service is paid for. In other words, even if it's paid for by grants, levy's, or the offender, it should be counted in the total.

Custody

Corrections/Work Center	0
Electronic Home Detention	0
Jail	40
Substance Abuse - Inpatient	12

Non-Custody

Community Service/Work Crew	30
Cognitive	22
Day Reporting Center	0
Domestic Violence	25
Drug Court	20
Employment	23.54
Intensive Supervision	33
Mental Health Services	33
Polygraph	10
Sex Offender	23
Subsidy	2
Substance Abuse - Outpatient	84
Transition Services	6.4
Urinalysis	445.8

Other program/service provided that does not fit into any of the above categories Justice Reinvestment downward departure program serves an average of 13 per month.

GRANTOR'S NAME AND ADDRESS:

Tax Collector for Columbia County,
Oregon Columbia County Courthouse
230 Strand
St. Helens, OR 97051

AFTER RECORDING, RETURN TO GRANTEE:

Columbia County c/o Tax Collector
230 Strand, Room 318
St. Helens, OR 97051
Until a change is requested all tax statements
shall be mailed to the above address

DEED

THIS DEED is made this 23rd day of October, 2019, from MaryAnn Guess, Tax Collector for Columbia County, Oregon, "Grantor", to Columbia County, a political subdivision of the State of Oregon, "Grantee". The true and actual consideration for this conveyance is described in Exhibit "B".

WITNESSETH

WHEREAS, pursuant to a General Judgment in Case No. 17-CV39624 of the Circuit Court of the State of Oregon for the County of Columbia, duly made and entered on September 13, 2017, *nunc pro tunc* October 16, 2017, in a suit wherein the said Columbia County, Oregon, was plaintiff, and 2305 COLUMBIA BUILDING LLC., et al., were defendants, the hereinafter described real properties were, by said General Judgment, sold, subject to redemption, to Columbia County, Oregon; and

WHEREAS, the said real properties have been held by Grantor on behalf of Columbia County, Oregon, for the period of two (2) years from and after the date of said General Judgment, and no redemption has been made; and notice of expiration of the redemption period has been given in the duly designated newspaper of general circulation and published in Columbia County, Oregon, to-wit: The Chronicle, in two (2) weekly issues of said newspaper, not more than thirty (30) days and not less than ten (10) days prior to the date of expiration of the redemption period; proof of which notice is attached hereto as Exhibit "A" and by this reference made a part hereof; and

WHEREAS, in addition to publication of the notice above-described, not less than one (1) year prior to the expiration of the period of redemption, the tax collector mailed to every person entitled to redeem each of the said real properties under ORS 312.120(2) whose interest appeared in the records of the county as of the date foreclosure proceedings were instituted, to the addresses specified in ORS 312.125(4)(a) and (b), by first class mail and by certified mail, a notice containing a description of the property and the information specified in ORS 312.125(2); and

WHEREAS, in pursuance of the laws of the State of Oregon and for and in consideration of the General Judgment and sale as aforesaid, I have this day executed this deed conveying to

Columbia County, a political subdivision of the State of Oregon, the real properties described on the attachment hereto labeled Exhibit "B" and incorporated herein by this reference; and

WHEREAS, said described parcels of real property were formerly owned by the said defendants indicated, bearing the tax foreclosure list numbers as indicated, and for the amount of judgment as indicated, all respectively, for each parcel sold by said foreclosure to the said Columbia County, Oregon, and not redeemed as provided by law; and

WHEREAS, the true and actual consideration for the conveyance of said real properties is as is set out on said Exhibit "B" after the description of the several real properties listed therein, and, in addition thereto, interest on said sums at the rate of $1\frac{1}{3}$ percent per month, or fraction of a month, from September 13, 2017 to October 16, 2017, the effective date of the General Judgment, and at the legal rate for judgments thereafter to the date of this deed; and

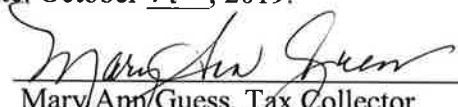
WHEREAS, pursuant to ORS 93.040(1), the following statement shall be included in the body of any instrument transferring fee title to real property:

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;

NOW, THEREFORE, I, Mary Ann Guess, Tax Collector, in consideration of the premises, and by virtue of the statutes of the State of Oregon, in such cases made and provided, do hereby grant, bargain, sell, and convey unto Columbia County, Oregon, and its assigns forever, the parcels of real property hereinbefore described as fully and completely as

Grantor can, by virtue of the premises, convey the same.

GIVEN UNDER MY HAND OFFICIALLY this date: October 16th, 2019.

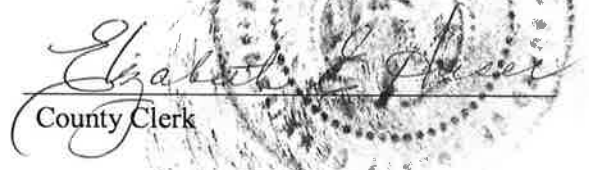


Mary Ann Guess, Tax Collector
Columbia County, Oregon

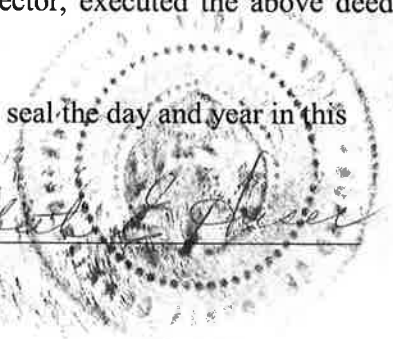
STATE OF OREGON)
) ss.
County of Columbia)

On this date, October ____, 2019, before me, as County Clerk for Columbia County, State of Oregon, personally came the within-named Mary Ann Guess, Tax Collector of said county and state, known to me to be the individual described herein, and who, as such Tax Collector, executed the above deed and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this certificate first above-written.



County Clerk



ACCEPTANCE

Columbia County, a political subdivision of the State of Oregon, by and through its Board of County Commissioners, hereby accepts the conveyance described herein.

Dated this ____ day of October, 2019.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____
Henry Heimuller, Chair

STATE OF OREGON)
) s s . A C K N O W L E D G M E N T
County of Columbia)

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

Notary Public for Oregon

EXHIBIT "A"

**AFFIDAVIT
OF
PUBLICATION**

COUNTY OF COLUMBIA
STATE OF OREGON SS.

I, Frank Perea, being first duly sworn, depose and say that I am The Publisher of The Chronicle, a newspaper of general circulation, as defined by sections ORS 193.010 and 193.020, printed and published at St. Helens, in the aforesaid county and state; that the

Columbia County Dept. of Finance
& Taxation
Meeting Notice
CH19-1250

Was published 2 (two) successive
and consecutive week(s) in the
following issues:

Sept. 18
Oct. 2



Frank Perea

Subscribed and sworn before
me this

10th day of October, 2019

CH19-1250

PUBLIC NOTICE

is hereby given that the two-year period for the redemption of real properties included in the 2017 delinquent tax lien foreclosure proceedings instituted by Columbia County, Oregon, on September 13, 2017 in the Circuit Court of the State of

Oregon for Columbia County, Case No. 17-CV39624, and included in the General Judgment entered therein on October 16, 2017 will expire on October 16, 2019. All properties ordered sold under the General Judgment, unless redeemed on or before October 16, 2019 will be

deeded to Columbia County, Oregon immediately on expiration of the period of redemption, and every right and interest of any person in such properties will be forfeited forever to Columbia County, Oregon. Mary Ann Guess, Columbia County Tax Collector

EXHIBIT B

OFFICIAL RECORD

OF DESCRIPTIONS,

TAX ACCOUNT NO: 22176

ACCOUNT: 7N2W07-C0-00101

REAL PROPERTIES

2305 COLUMBIA BUILDING LLC

Tax amount and int \$ 9,116.51

17-001

A tract of land in the Southwest quarter of Section 07, Township 7 North, Range 2 West, Willamette Meridian, Columbia County, Oregon, being more particularly described as follows:

Tracts 5 and 6, West Rainier Acres, According to the Plat thereof recorded in Volume 2 of Plats, Page 49, Records of Columbia County, Oregon.

EXHIBIT B

OFFICIAL RECORD

OF DESCRIPTIONS,

TAX ACCOUNT NO: **10164**

ACCOUNT: 4N1W04-AD-02501

REAL PROPERTIES

FORD JAMES & TAMMIE

Tax amount and int \$ **10,108.39**

17-014

A tract of land in the Northeast quarter of Section 04, Township 4 North, Range 1 West, Willamette Meridian, Columbia County, Oregon, being more particularly described as follows:

Lot 7 and the South half of Lot 8, Block 73, PLAN OF THE TOWN OF ST HELENS, City of St. Helens, Columbia County, Oregon.

Excepting therefrom that portion lying within Old Portland Road.

EXHIBIT B

OFFICIAL RECORD

OF DESCRIPTIONS,

TAX ACCOUNT NO: 26892

ACCOUNT: 7N4W05-DA-00200

REAL PROPERTIES

WEST IRA R

Tax amount and int \$ 3,797.41

17-016

A tract of land in the Northwest quarter of Section 05, Township 7 North, Range 4 West, Willamette Meridian, Columbia County, Oregon, being more particularly described as follows:

Lots two (2) and three (3), Block Nine (9), Clatskanie Junction, Columbia County, Oregon;

ALSO including the following:

Beginning at the Southeast corner of Lot 1 of Block 9 of Clatskanie Junction;
thence Westerly along the South line of said Lot 1 a distance of 80.64 feet to a point;
thence Northwesterly and parallel with the East line of said Lot 1 a distance of 23.0 feet to a point;
thence Northeasterly and parallel with the South line of said Lot 1 to the East line thereof a distance of 80.64 feet;
thence Southerly along the East line of said Lot 1 to the point of beginning.

EXCEPTING from the above parcels the following tract:

Beginning at the Northwest corner of Lot 3, Block 9 of Clatskanie Junction;
thence along the North line thereof 21.0 feet to a point;
thence Southerly, parallel with the West line thereof and 21.0 feet distance from said West line, when measured at right angles, a distance of 88.0 feet, more or less, to the North right of way line of former U.S. Highway 30, now a county road;
thence following said North right of way line of said county road Westerly to the West line of said Lot 3;
thence Northerly along the West line of said Lot 3 a distance of 87.62 feet to the point of beginning.

EXHIBIT B

OFFICIAL RECORD

OF DESCRIPTIONS

TAX ACCOUNT NO: **10179**

ACCOUNT: 4N1W04-AD-03300

REAL PROPERTIES

HOWARD AUBY W & MICHELLE A

Tax amount and int \$ **4,409.32**

17-017

A tract of land in the Northeast quarter of Section 04, Township 4 North, Range 1 West, Willamette Meridian, Columbia County, Oregon, being more particularly described as follows:

The Westerly rectangular one-half of Lots 9 and 10, Block 81, PLAN OF THE TOWN OF ST HELENS, City of St. Helens, Columbia County, Oregon.

EXHIBIT B

OFFICIAL RECORD

OF DESCRIPTIONS

TAX ACCOUNT NO: 435948

ACCOUNT: 4N1W20-BC-00300

REAL PROPERTIES

LEAMY RICHARD L & JEANNE M

Tax amount and int \$ 1,684.98

17-019

All that portion of the following described tract of land lying in Section 20, Township 4 North, Range 1 West of the Willamette Meridian, Columbia County, Oregon:

Beginning at a point that is East 5593.6 feet and South 26°11' West 244.40 feet from the Northwest corner of the Garner T. Foster Donation Land Claim, said point being the Northwest corner of the E.E. Luce property in Section 19, Township 4 North, Range 1 West of the Willamette Meridian Columbia County Oregon as described in Deed Book 61 page 94;
Thence South 82°21'31" East along the North line and extension thereof of said Luce property a distance of 1203.22 feet to the high water line of Scappoose Bay;
Thence South 0°39' East along said high water line a distance of 331.00 feet;
Thence North 62°15'39" West a distance of 451.18 feet;
Thence North 78°10'57" West a distance of 826.92 feet;
Thence South 26°25'07" West a distance of 21.42 feet;
Thence North 64°57'23" West a distance of 37.77 feet to the Easterly right-of-way line of the County Road;
Thence North 26°11' East along said right-of-way line a distance of 127.00 feet to the point of beginning.

EXHIBIT B

OFFICIAL RECORD

OF DESCRIPTIONS

TAX ACCOUNT NO: 22524

ACCOUNT: 4N4W03-BD-01702

REAL PROPERTIES

LINN FLOYD R

Tax amount and int \$ 1,289.73

17-021

A tract of land in the Northwest quarter of Section 20, Township 4 North, Range 1 West, Willamette Meridian, Columbia County, Oregon, being more particularly described as follows:

Lot 12 and the East half of Lot 13, Block 1, FIRST ADDITION TO RIVERVIEW LOTS, in the City of Vernonia, Columbia County, Oregon.

EXCEPTING THEREFROM minerals as reserved in deed recorded August 25, 1975 in Book 202, Page 362, Deed Records of Columbia County, Oregon.

EXHIBIT B

OFFICIAL RECORD

OF DESCRIPTIONS

TAX ACCOUNT NO: **22525**

ACCOUNT: 4N4W03-BD-01703

REAL PROPERTIES

LINN FLOYD R

Tax amount and int \$ **1,289.73**

17-022

A tract of land in the Northwest quarter of Section 20, Township 4 North, Range 1 West, Willamette Meridian, Columbia County, Oregon, being more particularly described as follows:

Lot 14 and the West half of Lot 13, Block 1, FIRST ADDITION TO RIVERVIEW LOTS, in the City of Vernonia, Columbia County, Oregon.

EXCEPTING THEREFROM minerals as reserved in deed recorded August 25, 1975 in Book 202, Page 362, Deed Records of Columbia County, Oregon.

EXHIBIT B

OFFICIAL RECORD

OF DESCRIPTIONS

TAX ACCOUNT NO: 25206

ACCOUNT: 6N5W05-00-00601

REAL PROPERTIES

LOUCKS JOHN R & NORMA E

Tax amount and int \$ 38.11

17-023

A tract of land in the Northwest quarter of Section 05, Township 6 North, Range 5 West, Willamette Meridian, Columbia County, Oregon, being more particularly described as follows:

Beginning at an iron rod on the monumented North line of a tract of land described as Parcel 2 in Deed Book 173, page 969, which bears North 54°12'50" East 850 feet from the West Quarter corner of said Section 5;

Thence North 35°47'10" West 200 feet to an iron rod,, which shall be the true point of beginning;

Thence South 54°12'50" West 267.26 feet to an iron rod;

Thence North 25°35'30" West 642.20 feet to an iron rod;

Thence South 69°21'40" West 35.13 feet to an iron rod;

Thence North 25°30' West 20 feet to a point in the center of Fishhawk Road (County Road No. 180);

Thence North 64°30' East along the center of said Fishhawk Road 60 feet;

Thence South 25°35'30" East 20 feet to an iron rod;

Thence South 25°35'30" East 615.24 feet to an iron rod;

thence North 54°12'50" East 237.37 feet to an iron rod;

Thence South 35°41'10" East to the point of beginning;

EXCEPTING the rights of the public in and to that portion of the premises herein described lying within the limits of roads, streets and highways;

EXCEPTING THEREFROM that portion conveyed to Charles L. Hawes and Peggy L Hawes on May 25, 1988 in Deed 88-2388; Deed of Records, Columbia County, Oregon.

EXHIBIT B

OFFICIAL RECORD

OF DESCRIPTIONS

TAX ACCOUNT NO: 22473

ACCOUNT: 4N4W03-BC-08200

REAL PROPERTIES

PRUTCH TONI E

Tax amount and int \$ 5,946.65

17-026

A tract of land in the Northwest quarter of Section 20, Township 4 North, Range 1 West, Willamette Meridian, Columbia County, Oregon, being more particularly described as follows:

Lots 1 and 2, Block 2, Malmsten's Riverside View, in the City of Vernonia, Columbia County, Oregon.

EXCEPTING THEREFROM tract as conveyed by Columbia County to State of Oregon by and through its State Highway Commission recorded April 26, 1937 in Book 60, Page 350 and as conveyed June 21, 1937 in Book 60, Page 513, Deed Records of Columbia County, Oregon.

EXHIBIT B

OFFICIAL RECORD

OF DESCRIPTIONS

TAX ACCOUNT NO: **10654**

ACCOUNT: 4N1W04-CA-10900

REAL PROPERTIES

WEND DEBRA E

Tax amount and int \$ **7,164.34**

17-030

A tract of land in the Southwest quarter of Section 04, Township 4 North, Range 1 West, Willamette Meridian, Columbia County, Oregon, being more particularly described as follows:

Lot 4, Block 5, Magnus Saxon Addition, City of St. Helens, Columbia County, Oregon.

AFTER RECORDING, RETURN TO GRANTEE:

RICHARD K. WAGONER
BONNY J. WAGONER
1655 4TH STREET
COLUMBIA CITY, OR 97018

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 referred to as "Grantor", for the consideration hereinafter stated, does hereby release and quitclaim unto RICHARD K. WAGONER AND BONNY J. WAGONER, Husband and Wife, herein referred to as "Grantee", all right, title and interest in and to that certain parcel of real property identified in Columbia County records as Map ID No. 5N1W28-DB-00500 and Tax Account No. 29138, and more particularly described on Exhibit A attached hereto.

The true and actual consideration for this conveyance is \$645.00.

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. 77-2019 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)
)
County of Columbia)

ss.

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 5N1W28-DB-00500 and
Tax Account No. 29138

A tract of land in the Southeast quarter of Section 28, Township 5 North, Range 1 West, Willamette Meridian, Columbia County, Oregon, being more particularly described as follows:

All that portion of Lots 3, 4, 5, and 6, Block 53, REPLAT OF COLUMBIA CITY, Deed Volume H, Page 416, Columbia County, Oregon, lying Easterly of the Oregon Department of Transportation (formerly Northern Pacific) Railroad right-of-way.

PERSONAL SERVICES CONTRACT (ORS Chapter 279B)
FOR JAIL BASED MENTAL HEALTH 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 Columbia Community Mental Health, hereinafter referred to as "Contractor".

WITNESSETH:

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

1. Effective Date. This Agreement shall be effective on the date last signed, below.
2. Completion Date. The completion date for this Agreement shall be no later than December 30, 2019.
3. Contractor's Services. Contractor agrees to provide mental health services as described in the scope of services which is attached hereto as Exhibit 1, and is incorporated herein by this reference. All services to be provided under this Agreement shall be provided in conformance with the Criminal Justice Commission Justice Reinvestment Grant Program Grant Agreement (the "Grant Agreement"), a copy of which is attached hereto as Exhibit 2, and is incorporated herein by this reference.
4. Consideration. County shall pay Contractor on a time and materials basis according to the rates set forth in Exhibit 1, a total amount not to exceed \$65,000, said amount to be the complete compensation to be paid by County to Contractor for the services performed under this Agreement. This fee shall include all expenses. This Agreement is subject to the appropriation of funds by County, and/or the receipt of funds from state and federal sources. 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.

Payments shall be made monthly within 30 days of receipt of a detailed invoices from Contractor.

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

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

Julia Jackson, Executive Director
Columbia Community Mental Health
58646 McNulty Way
St. Helens, Oregon 97051

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

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

the Contractor shall qualify and remain qualified for the term of this Agreement as a carrier-insured or self-insured employer under ORS 656.407. If the Contractor performs this Agreement without the assistance of any other person, unless otherwise agreed to by the parties, Contractor shall apply for and obtain workers' compensation insurance for himself or herself as a sole proprietor under ORS 656.128.

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

A. Contractor shall:

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

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

C. Contractor shall pay employees for overtime work performed under this Agreement in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 U.S.C. 201 *et seq.*).

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

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

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

11. Grant Requirements. The services provided under this Contract are being funded by a grant from the Criminal Justice Commission ("CJC") Justice Reinvestment Program. Contractor shall comply with all relevant terms and conditions of the Criminal Justice Commission Justice Reinvestment Grant Program grant dated December 30, 2015, as it may be amended from time to time. Notwithstanding the generality of the foregoing, Contractor agrees to the following:
 - A. Contractor shall make, retain and provide County upon demand, proper and complete books of record and account and shall maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. CJC, the Secretary of state of Oregon and their duly authorized representatives shall have access tot he books, documents, papers and records of Contractor that are directly related to this Agreement, the Grant Funds provided hereunder, of the Project for the purpose of making audits and examinations. In addition, CJC, the Secretary of State and their duly authorized representatives may perform site reviews and inspect all vehicles, real property, facilities and equipment purchased by Contractor under this Agreement.
 - B. Contractor shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement and the Grant Funds for a minimum of six (6) years, or such longer period as may be required by the Grant Agreement or applicable law, following the Contract termination. If there are unresolved audit questions at the end of the six-year period, Contractor shall retain the books, documents, papers, and records until the questions are resolved.
12. Non-Discrimination. Contractor agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, handicap or age, suffer discrimination in the performance of this Agreement when employed by Contractor. Contractor certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, against any minority, women or emerging small business enterprise certified under ORS 200.055, or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225 in obtaining any required subcontract.
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, and the Criminal Justice Commission and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused or alleged to be caused in whole or in part, by the negligent or willful acts or omissions of the Contractor, its officers, agents, employees, subgrantees, or subcontractors.

Neither Contractor, nor Contractor's attorney shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the state of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General.

16. Insurance. For the duration of this Agreement, Contractor shall maintain insurance from insurance companies that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that area acceptable to the Criminal Justice Commission. Insurance shall be maintained in the types and amounts provided in Exhibit 3 of the Grant Agreement, to protect County, its officers, agents, and employees, and the Criminal Justice Commission, its officers, employees, and agents. Contractor shall provide County a certificate or certificates of insurance in the amounts described above which names County, its officers, agents and employees, and the Criminal Justice Commission, its officers, agents, and employees, as additional insured. Such certificate or certificates shall be accompanied by an additional insured endorsement. The certificates or attached endorsements must specify A) all entities and individuals who are endorsed on the policy as Additional insured and B) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage. Contractor agrees to notify County immediately upon notification to Contractor that any insurance coverage required by this paragraph will be canceled, not renewed or modified in any material way, or changed to make the coverage no longer meet the minimum requirements of this Contract.
17. Termination. This Agreement may be terminated at any time in whole or in part by mutual consent of both parties, or by either party, with or without cause, upon thirty (30) days advance written notice delivered by registered or certified mail, or in person, to the other party. The County may terminate this Agreement, effective upon delivery of written notice to Contractor, or at such later date as may be established by the County under the following conditions:

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

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

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

18. Time of the Essence. The parties agree that time is of the essence in this Agreement.
19. Ownership of Documents. All documents of any nature including, but not limited to, volunteer records, case records, computer records, reports, drawings, works of art and photographs, produced by Contractor pursuant to this Agreement or received by Contractor in furtherance of this Agreement are the property of County, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to County all rights of reproduction and the copyright to all such documents.
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. Cultural Competency. Contractor shall establish a process to ensure it is addressing the needs of a growing culturally and ethnically diverse population. All services shall be provided in a culturally competent and gender appropriate manner. Contractor's staff shall receive diversity training one time during the contract period. If assistance is required to ensure cultural and ethnic competency, the Department of Community Justice will assist. Contractor shall demonstrate capacity to provide equal services to Limited English Proficient consumers.
27. Equity. Contractor shall provide services which are gender specific and shall ensure that equal consideration for service is given to females and males. It is required that Contractor's staff shall receive gender specific education one time during the contract period.
28. Access. Contractor shall ensure that, where appropriate, services will be readily accessible to consumers living in all areas of the County. (If the location of Contractor's service delivery site is not readily accessible to all consumers, contractor should partner with another agency and/or indicate the geographic catchment area the service is intended to target; County-wide access may be provided through contracts with multiple providers.)
29. Funding Acknowledgment. Contractor shall include a provision in any notice, sign, announcement, document or other media prepared in connection with this contract, or during any public speaking engagement, an acknowledgment that funding for this program was provided by the Columbia County Department of Community Justice.
30. **ENTIRE AGREEMENT. THIS AGREEMENT (INCLUDING THE EXHIBITS) CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC**

INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. CONTRACTOR, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE(S) BELOW, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

DATED this 24 day of May, 2019.

CONTRACTOR

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

Name: Julia Jackson
(Print Name)

By: _____
Henry Heimuller, Commissioner

By: 

By: _____
Margaret Magruder, Commissioner

By: _____
Alex Tardif, Commissioner

Approved as to form

By: _____
Office of the County Counsel

Exhibit 1

STATEMENT OF WORK (SOW)



Date: May 24, 2019

Contractor Representative: Julia Jackson

Contractor Remit Address: 58646 McNulty Way St. Helens, Oregon 97051

Phone Number: 503-397-5211

Email Address: JuliaJ@ccmh1.com

Start Date: 6/1/2019

End Date: 12/30/2019

SOW Title: Columbia County Jail Based Mental Health Services

CCMH agrees to provide the following services to Columbia County:

1. To provide group sessions, individual sessions, assessments, and case management services for individuals identified by the County as eligible for services.
2. To invoice the County for services rendered on the first day of the following month.
3. To engage in collaborative sharing of information and provide a clinical supervisor for oversight of the program.
4. To provide all necessary therapeutic materials for staff and clients.
5. To sign a Business Associates Agreement before receiving protected health information from the County.

- **Fees: Jail based Individual Assessments charged @ \$400 per individual.**
- **Post Release Check-ins and Case Management services in the community, charged @ \$100 per 30 mins. per person.**
- **Post Release EMDR therapy, charged @ \$400 per hour, per person.**
- **Weekly Jail Based group services charged @ \$100 per hour, not per person including:**
 1. Dialectic Behavior Therapy (DBT) skills for females to increase Mindfulness: teaching individuals how to make more mindful decisions by seeing past the moment, learn how to control their emotions, when to utilize new gained skills, and how to create a safe space where they can be validated and learn to validate others.
 2. Anger Management for Males to assist incarcerated males in learning to manage their anger, stop violent behaviors and/or the threat of violence through emotional regulation skills, identifying the aggression cycle and identifying ways to control the thought process.
 3. Seeking Safety for Males is an evidence-based therapy with the goal of reducing substance use and trauma symptoms by increasing coping skills in thinking, behaviors, emotions, relationships and connecting addiction issues to past trauma.
 4. Discharge Planning group to develop an individualized plan for each client to address basic needs when released from jail for successful integration into the community (including resources for food, housing, employment, mental health/healthcare appointments, A&D treatment, financial resources, support systems).
 5. *Moral Recognition Therapy (MRT) group (*upon release/community based) to foster moral development by addressing beliefs and reasoning to alter thoughts and judgments about what is right and wrong.

Meeting: The parties will meet prior to the December 30, 2019 end of contract to determine effectiveness of program and discuss changes, options, or continuing as is.

Performance Location: Columbia County Jail for jail-based services and CCMH for community-based services.

Service Pricing: Maximum total payment under this contract: \$65,000.00.

Bonny Wagoner
1655 4th St, Columbia City, Oregon 97018
503-753-8481 | bonnywagoner@msn.com

October 10, 2019

Columbia County Board of Commissioners
230 Strand St
St Helens, OR 97051

Re: 5N1W28DB500

My husband and I waive the fourteen day due diligence period.

Respectfully,

Bonny Wagoner
Bonny Wagoner

PURCHASE AND SALE AGREEMENT

Dated: October 10, 2019

BETWEEN **COLUMBIA COUNTY**, a political subdivision
of the State of Oregon (hereafter referred to as "Seller" or "County")

AND Richard K. Wagoner and Bonny J. Wagoner (hereafter referred to as "Buyer")

Collectively, the "Parties."

RECITALS

WHEREAS, on January 29, 2015, *nunc pro tunc* October 2, 2014, the Circuit Court of the State of Oregon for the County of Columbia entered of record the General Judgment in *Columbia County v. James L. & Freida M. Bahl, et al.*, Case No. 14-CV12025; and

WHEREAS, on October 12, 2016, pursuant to that General Judgment, Seller acquired foreclosed real property, including that certain parcel of land situated in Columbia City, Oregon, having Tax Map ID No. 5N1W28-DB-00500 and Tax Account No. 29138, hereafter referred to as "Property", by deed recorded as document number 2016-008867 in the Columbia County deed records; and

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

WHEREAS, on June 26, 2019, the Buyer, an adjacent property owner, offered to purchase the Property for \$500.00; and

WHEREAS, Property is within 100 feet of the railroad; therefore, on July 15, 2019, County staff notified Portland & Western Railroad, Inc. of County's intent to sell Property and Portland & Western Railroad, Inc., did not respond with an objection to the sale of the Property; and

WHEREAS, ORS 275.225 authorizes the County to sell tax foreclosed property on a negotiated basis if the property has a value of less than \$15,000.00 and is not buildable; and

WHEREAS, the County published public notice of the sale on September 18, 2019 and September 25, 2019 in the Chronicle, a newspaper of general circulation in the County; and

WHEREAS, County policy provides that Buyers of tax foreclosed properties shall pay a \$145.00 administrative fee, hereafter referred to as "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 herein;

AGREEMENT

In consideration of the terms and conditions hereinafter stated, Buyer agrees to buy, and Seller agrees to sell, the Property on the following terms:

1. Purchase Price. The total purchase price shall be \$645.00, hereafter referred to as the "Purchase Price", which includes the \$145.00 Administrative Fee required by the County.

2. Agreement and Purchase Deposit Delivery. On or before October 17, 2019, Buyer will deliver a signed Agreement to the County at the address provided herein, along with the Purchase Price in the amount of \$645.00, in the form of cash, cashier's check or money order made payable to Columbia County (the "Deposit"), of which \$500.00 is non-refundable. At that point in time the Buyer will have fourteen (14) calendar days, hereafter referred to as the "Due Diligence Period", to perform reasonable due diligence investigations in accordance with Section 5 herein.

3. Condition of Property and Title.
 - A. Buyer shall acquire the Property "AS IS" with all faults, without covenants or warranties.
 - B. Seller shall convey the Property without warranty through a Quitclaim Deed substantially in the same form as Exhibit B;
 - C. The sale of the Property is subject to any municipal liens, easements and encumbrances of record.
 - D. The Quitclaim Deed will reserve to Seller:
 - i. The mineral and associated rights specifically provided for in Exhibit B; and
 - ii. If applicable, all rights to any County, public, forest or Civilian Conservation Corps roads; and
 - E. Buyer shall rely on the results of inspections and investigations completed by Buyer, and not upon any representation made by the Seller.

4. Seller's Conditions to Closing. Seller's obligation to sell the Property is conditioned upon the following occurring not later than the Closing Date provided for in Section 8 herein, unless otherwise specified or waived by Seller:
 - A. Board of County Commissioners will adopt an Order authorizing the sale of the Property to Buyer in accordance with terms and conditions substantially the same as those provided for in this Agreement. The County will not adopt the Order prior to the end of the Due Diligence Period.
 - B. Buyer will pay the Purchase Price and the Administrative Fee, less any Deposit, in one payment by cash, money order or cashier's check on or before the Closing Date.
 - C. BUYER AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS SELLER, ITS OFFICERS, AGENTS AND EMPLOYEES, SUCCESSORS AND ASSIGNS FROM ALL CLAIMS, SUITS, ACTIONS, LIABILITY, DAMAGE, LOSS, COST OR EXPENSE, INCLUDING ATTORNEY FEES, ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE PROPERTY OR USE OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO: (1) ANY DAMAGE TO OR DESTRUCTION OF ANY PROPERTY THAT SELLER MAY OWN OR IN WHICH IT MAY HAVE AN INTEREST; (2) ANY

DAMAGE TO OR DESTRUCTION OF ANY PROPERTY BELONGING TO ANY OTHER PERSON, FIRM OR CORPORATION; (3) INJURY TO OR DEATH OF ANY PERSON OR PERSONS AS A RESULT OF ANY ERRORS OR OMISSIONS OR OTHER NEGLIGENT, RECKLESS OR INTENTIONALLY WRONGFUL ACTS OF BUYER, THEIR HEIRS, SUCCESSORS, ASSIGNS AND/OR INVITED GUESTS ARISING IN ANY MANNER OUT OF BUYER'S USE OR POSSESSION OF THE PROPERTY, AND (4) ENVIRONMENTAL LIABILITY ARISING FROM THE PROPERTY. THIS CONDITION SHALL SURVIVE CLOSING AND SHALL NOT MERGE WITH THE QUITCLAIM DEED.

THESE CONDITIONS ARE SOLELY FOR SELLER'S BENEFIT AND MAY BE WAIVED ONLY BY SELLER IN ITS SOLE DISCRETION.

5. Buyer's Conditions to Closing. Buyer's obligation to accept the Property is conditioned upon the following, unless otherwise specified or waived by Buyer in its sole discretion:
 - A. Buyer may conduct a public records search and/or other due diligence inspections of the Property during the Due Diligence Period provided for in Section 2 herein, with said inspections to be paid for by Buyer.
 - B. It shall be a condition to closing that the results of such due diligence efforts are acceptable to Buyer in its sole discretion. Buyer may engage consultants or engineers of Buyer's choosing to conduct site studies of the Property as Buyer deems necessary.
 - C. Buyer and its agents shall have the right to enter the Property at reasonable times during the Due Diligence Period to complete reasonable due diligence inspections of the Property, with said inspections to be non-invasive unless agreed otherwise in writing by the Parties.
 - D. Buyer shall provide evidence of acceptable liability insurance coverage prior to entering upon the Property upon request of the County.
 - E. Buyer shall indemnify and hold Seller, its officers, employees and agents from any loss, damage, lien, or claims arising out of due diligence efforts completed on the Property. The foregoing indemnity and hold harmless obligation shall survive closing or termination of this Agreement, and shall not merge with the Quitclaim Deed. However, Buyer shall have no obligation to indemnify County related to any existing condition discovered during an inspection.
 - F. Buyer shall provide County with copies of all reports produced pursuant to this Section.
 - G. In the event that Buyer elects not to purchase the Property as a result of Buyer's completed due diligence efforts, said election shall be communicated in writing to Seller before the end of the Due Diligence Period.

6. Failure of Conditions at Closing.
 - A. In the event that any of the conditions set forth in Section 4 and 5 above are not timely satisfied or waived by the Closing Date, for a reason other than the default of the Buyer or the Seller under this Agreement, this Agreement and the rights and obligations of the Buyer and the Seller shall terminate. In the event of said termination Buyer's agreements provided for in Section 4.C. and 5.E. above shall survive termination.
 - B. In the event that Buyer notifies Seller in writing prior to the expiration of the Due Diligence Period that the condition of the Property is unacceptable to the Buyer, Seller

shall refund the Purchase Price to Buyer in full within a reasonable period of time, less any non-refundable amount as set forth in Section 2 herein.

- C. If the Buyer does not notify Seller in writing prior to the expiration of the Due Diligence Period that the condition of the Property is unacceptable to the Buyer, and Buyer, through no fault of Seller, fails to purchase the Property by the Closing Date provided for in Section 8 herein, the entire Purchase Price shall be forfeited to Seller.

7. Seller's Obligation to Close. Nothing in this Agreement is intended to require Seller to close the sale. Seller shall be entitled to decline to close at any time before the closing documents are signed. In the event that Seller elects to not sell the Property to Buyer through no fault of Buyer, the Purchase Price shall be returned to Buyer less any non-refundable amount set forth in Section 2 herein.

8. Closing of Sale. Buyer and Seller intend to close the sale on or before close of business on November 29, 2019, hereafter referred to as the "Closing Date", with the actual time and date of Closing Date to be set by Seller. Notwithstanding this intention, Seller, at its sole discretion, may elect to extend the Closing Date by a reasonable period of time necessary to complete administrative actions required by the County. The sale shall be "Closed" when the Purchase Price has been paid in full and the Quitclaim Deed is recorded by the County.

9. Closing Costs; Prorates. Reserved.

10. Possession. Buyer shall be entitled to exclusive possession of the Property at the time the sale is Closed in accordance with Section 8 herein.

11. General Provisions.

A. Notices. Unless otherwise specified, any notice required or permitted in, or related to, this Agreement must be in writing and signed by the party to be bound. Any notice or payment will be deemed given when personally delivered or delivered by facsimile transmission with electronic confirmation of delivery, or will be deemed given on the day following delivery of the notice by reputable overnight courier or through mailing in the U.S. mail, postage prepaid, by the applicable party to the address of the other party shown in this Agreement, unless that day is a Saturday, Sunday, or legal holiday, in which event it will be deemed delivered on the next following business day. If the deadline under this Agreement for delivery of a notice or payment is a Saturday, Sunday, or legal holiday, such last day will be deemed extended to the next following business day.

B. The notice addresses are as follows:

FOR SELLER:
Board of County Commissioners
c/o Board Office Administrator
230 Strand, Room 330
St. Helens, OR 97051
Phone No: 503-397-3839

FOR BUYER:
Richard K. Wagoner and
Bonny J. Wagoner
1655 4th Street
Columbia City, OR 97018
Phone No: 503-753-8481

- C. Assignment. This Agreement is not assignable by the Parties.
- D. Attorneys' Fees. In the event a suit, action, arbitration, other proceeding of any nature whatsoever to enforce or interpret this Agreement, the Parties shall be responsible for their respective costs and expenses, including attorneys' fees. This paragraph shall survive Closing and shall not merge with the Quitclaim Deed.
- E. Exhibits. The following Exhibits are attached to this Agreement and incorporated within this Agreement: Exhibit A, Map; and Exhibit B, Quitclaim Deed.
- F. Buyer Representations and Warranties. Buyer representations and warranties shall survive closing and shall not merge with the deed.
- i. The Buyer has the legal power, right, and authority to enter into this Agreement and the instruments referred to herein and to consummate the transactions contemplated herein.
 - ii. All requisite action (corporate, trust, partnership, or otherwise) have been taken by the Buyer in connection with entering into this Agreement and the instruments referred to herein and the consummation of the transactions contemplated herein. No further consent of any partner, shareholder, creditor, investor, judicial or administrative body, governmental authority, or other party is required.
 - iii. The person(s) executing this Agreement and the instruments referred to herein on behalf of the Buyer has the legal power, right, and actual authority to bind the Buyer in accordance with their terms.
 - iv. Neither the execution and delivery of this Agreement and the documents referred to herein, nor the incurring of the obligations set forth herein, nor the consummation of the transactions contemplated, nor compliance with the terms of this Agreement and the documents referred to herein conflicts with or results in the material breach of any terms, conditions, or provisions of or constitute a default under any bond, note or other evidence of indebtedness, or any contract, indenture, mortgage, deed of trust, loan, partnership agreement, lease, or other agreements or instruments to which the Buyer is a party.
- G. Governing Law. This Agreement is made and executed under, and in all respects shall be governed and construed by the laws of the State of Oregon.
- H. Venue. Venue related to this Agreement shall be in the Circuit Court of the State of Oregon for Columbia County, in St. Helens, Oregon.
- I. 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.

J. Miscellaneous. Time is of the essence of this Agreement. The facsimile transmission of any signed document including this Agreement shall be the same as delivery of an original. At the request of either party, the party delivering a document by facsimile will confirm facsimile transmission by signing and delivering a duplicate original document. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which together shall constitute one and the same Agreement. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successor and assigns. The Parties represent, covenant and warrant that the person signing this Agreement on their behalf has full right and authority to bind the party for whom such person signs to the terms and provisions of this Agreement. Furthermore, the Parties represent and warrant that they have taken all steps necessary to bind themselves to this Agreement.

K. INTEGRATION, MODIFICATIONS, OR AMENDMENTS. THIS AGREEMENT, INCLUDING ITS EXHIBITS, CONTAINS THE ENTIRE AGREEMENT OF THE PARTIES WITH RESPECT TO THE PROPERTY AND SUPERSEDES ALL PRIOR WRITTEN AND ORAL NEGOTIATIONS AND AGREEMENTS WITH RESPECT TO THE PROPERTY. THE PARTIES TO THE AGREEMENT MUST APPROVE ANY MODIFICATIONS, CHANGES, ADDITIONS, OR DELETIONS TO THE AGREEMENT IN WRITING.

L. STATUTORY DISCLAIMERS. "THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. 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. 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 VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES 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."

"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."

"IF THE PROPERTY IS SUBJECT TO ORS 358.505 THE PROPERTY DESCRIBED IN THIS INSTRUMENT IS SUBJECT TO SPECIAL ASSESSMENT UNDER ORS 358.505."

APPROVALS

FOR BUYER:


Richard K. Wagoner


Bonny J. Wagoner

Date: 10/10/2019

FOR COUNTY:

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
Tax Account No. 29138
Map

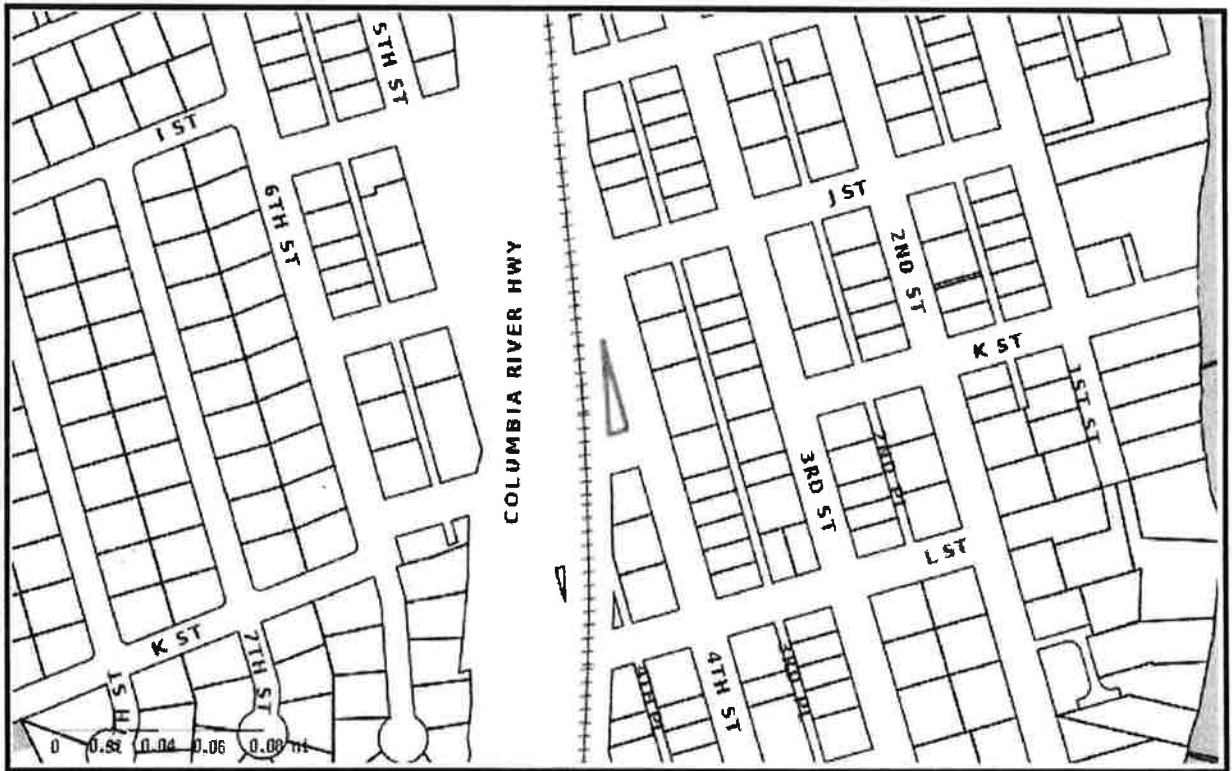


EXHIBIT B

AFTER RECORDING, RETURN TO GRANTEE:

RICHARD K. WAGONER
BONNY J. WAGONER
1655 4TH STREET
COLUMBIA CITY, OR 97018

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 referred to as "Grantor", for the consideration hereinafter stated, does hereby release and quitclaim unto RICHARD K. WAGONER AND BONNY J. WAGONER, Husband and Wife, herein referred to as "Grantee", all right, title and interest in and to that certain parcel of real property identified in Columbia County records as Map ID No. 5N1W28-DB-00500 and Tax Account No. 29138, and more particularly described on Exhibit A attached hereto.

The true and actual consideration for this conveyance is \$645.00.

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. 77-2019 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)
)
County of Columbia)

ss.

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 5N1W28-DB-00500 and
Tax Account No. 29138

A tract of land in the Southeast quarter of Section 28, Township 5 North, Range 1 West, Willamette Meridian, Columbia County, Oregon, being more particularly described as follows:

All that portion of Lots 3, 4, 5, and 6, Block 53, REPLAT OF COLUMBIA CITY, Deed Volume H, Page 416, Columbia County, Oregon, lying Easterly of the Oregon Department of Transportation (formerly Northern Pacific) Railroad right-of-way.

LETTER OF AGREEMENT

This Agreement is made and entered into by Columbia County, hereinafter referred to as the "County", and the American Federation of State, County and Municipal Employees Local 1442, hereinafter referred to as the "Union".

WHEREAS, the Columbia County Health Benefits Committee has recommended changes to the County's medical coverage for a two year period, effective August 1, 2019 through July 31, 2021; and

WHEREAS, the County and Union desire to implement the Health Care Benefits Committee recommendation through July 31, 2021;

NOW, THEREFORE, the County and Union agree as follows:

Medical Insurance. Effective August 1, 2019, the County will provide Kaiser Permanente Traditional HMO Custom Plan E, Kaiser Added Choice Plan DB and the Kaiser QHDHP High Deductible Plan \$1500/\$3000 or their substantial equivalents. The County will also provide benefit riders for durable medical equipment, vision and alternative care.

Effective August 1, 2019 through July 31, 2020, the County will pay monthly premiums for full time employees up to the maximum listed below. Monthly premium payments will be pro-rated for part-time employees.

County Paid Premium 2019-2020 Plan Year:	Traditional HMO	Added Choice	HSA/High Deductible
Employee	695.56	776.56	484.96
Employee + 1	1,599.79	1785.93	1,115.42
Family	1,878.01	2096.79	1,309.40

Effective August 1, 2020, the County shall pick up and pay the percentage increase in the above premiums up to a maximum of a 6% increase.

If, on or after August 1, 2019, monthly premiums exceed the amounts paid by the County, and the Health Insurance Committee is unable to make or have fully approved a recommendation to reduce the premiums, employees shall pay the difference between the actual premium charged for the employee's coverage and the corresponding amounts indicated above.

Dental Insurance. The County will provide Principal Dental PPO Plan, Willamette Dental DHMO Plan and Kaiser Permanente Dental DMO Plan or their substantial equivalent.

Orthodontics. The County will provide an orthodontic option that pays 50 percent of incurred costs up to a maximum of \$1000 in a lifetime for eligible dependent children under eighteen (18) years of age.

Medical Savings Accounts. The County will offer employees an option to participate in

a pre-tax cafeteria benefit plan for premium conversion, medical reimbursement and dependent care expenses.

HRA/VEBA. Every August 1 through the term of this Agreement, the County shall fund VEBA accounts for eligible employees as follows:

	Employee Only	Two Party	Family
For employees on Kaiser Traditional HMO	\$150 per plan year	\$200 per plan year	\$250 per plan year
For employees on Kaiser Added Choice Plan	\$50 per plan year	\$75 per plan year	\$100 per plan year

F. HSA Deductible. For employees who choose the Kaiser HMO HSA Plan, the County shall pay the \$1500/\$3000 deductible into a health care spending account for the employee at the beginning of the plan year.

G. Physical Exams. The County will pay for all required job-related physical examinations, including drug screenings when required and not otherwise covered by insurance.

H. Open Enrollment. Employees will have the option to switch between health insurance plan, if more than one plan option exists, and sign up for or change their enrollment in the medical savings account during the designated open enrollment period each year.

This Letter of Agreement is effective on August 1, 2019 and shall terminate on July 31, 2021, or earlier if the parties agree to different coverage based on a recommendation from the Health Benefits Committee.

In witness whereof, County and Union have executed this Article on the _____ day of _____, 2019.

FOR THE UNION:
AFSCME LOCAL 1442:

By: 
Erin O'Connell, President

AFSCME COUNCIL 75:

By: 
Lori Baumann

FOR THE COUNTY:
BOARD OF COMMISSIONERS:

By: _____
Henry Heimuller, Chair

By: _____
Margaret Magruder, Commissioner

By: _____
Alex Tardif, Commissioner

Approved as to form:

By: _____
County Counsel

LETTER OF AGREEMENT

This Agreement is made and entered into by Columbia County, hereinafter referred to as the "County", and the American Federation of State, County and Municipal Employees Local 697, hereinafter referred to as the "Union".

WHEREAS, the Columbia County Health Benefits Committee has recommended changes to the County's medical coverage for a two year period, effective August 1, 2019 through July 31, 2021; and

WHEREAS, the County and Union desire to implement the Health Care Benefits Committee recommendation through July 31, 2021;

NOW, THEREFORE, the County and Union agree as follows:

Medical Insurance. Effective August 1, 2019, the County will provide Kaiser Permanente Traditional HMO Custom Plan E, Kaiser Added Choice Plan DB and the Kaiser QHDHP High Deductible Plan \$1500/\$3000 or their substantial equivalents. The County will also provide benefit riders for durable medical equipment, vision and alternative care.

Effective August 1, 2019 through July 31, 2020, the County will pay monthly premiums for full time employees up to the maximum listed below. Monthly premium payments will be pro-rated for part-time employees.

County Paid Premium 2019-2020 Plan Year:	Traditional HMO	Added Choice	HSA/High Deductible
Employee	695.56	776.56	484.96
Employee + 1	1,599.79	1785.93	1,115.42
Family	1,878.01	2096.79	1,309.40

Effective August 1, 2020, the County shall pick up and pay the percentage increase in the above premiums up to a maximum of a 6% increase.

If, on or after August 1, 2019, monthly premiums exceed the amounts paid by the County, and the Health Insurance Committee is unable to make or have fully approved a recommendation to reduce the premiums, employees shall pay the difference between the actual premium charged for the employee's coverage and the corresponding amounts indicated above.

Dental Insurance. The County will provide Principal Dental PPO Plan, Willamette Dental DHMO Plan and Kaiser Permanente Dental DMO Plan or their substantial equivalent.

Orthodontics. The County will provide an orthodontic option that pays 50 percent of incurred costs up to a maximum of \$1000 in a lifetime for eligible dependent children under eighteen (18) years of age.

Medical Savings Accounts. The County will offer employees an option to participate in a pre-tax cafeteria benefit plan for premium conversion, medical reimbursement and dependent care

expenses.

HRA/VEBA. Every August 1 through the term of this Agreement, the County shall fund VEBA accounts for eligible employees as follows:

	Employee Only	Two Party	Family
For employees on Kaiser Traditional HMO	\$150 per plan year	\$200 per plan year	\$250 per plan year
For employees on Kaiser Added Choice Plan	\$50 per plan year	\$75 per plan year	\$100 per plan year

F. HSA Deductible. For employees who choose the Kaiser HMO HSA Plan, the County shall pay the \$1500/\$3000 deductible into a health care spending account for the employee at the beginning of the plan year.

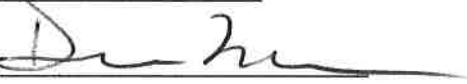
G. Physical Exams. The County will pay for all required job-related physical examinations, including drug screenings when required and not otherwise covered by insurance.

H. Open Enrollment. Employees will have the option to switch between health insurance plan, if more than one plan option exists, and sign up for or change their enrollment in the medical savings account during the designated open enrollment period each year.

This Letter of Agreement is effective on August 1, 2019 and shall terminate on July 31, 2021, or earlier if the parties agree to different coverage based on a recommendation from the Health Benefits Committee.

In witness whereof, County and Union have executed this Article on the ____ day of _____, 2019.

FOR THE UNION:
AFSCME LOCAL 697:

By: 
Dean McMann, President

AFSCME COUNCIL 75:

By: 
Micaela Shapiro-Shellaby

FOR THE COUNTY:
BOARD OF COMMISSIONERS:

By: _____
Henry Heimuller, Chair

By: _____
Margaret Magruder, Commissioner

By: _____
Alex Tardif, Commissioner

Approved as to form:

By: _____
County Counsel

**INTERGOVERNMENTAL AGREEMENT #5836
BETWEEN THE STATE OF OREGON AND COLUMBIA COUNTY**

This Intergovernmental #5836 (Agreement) is between the State of Oregon acting by and through its Department of Corrections, hereafter called DEPARTMENT, and Columbia County, hereafter called COUNTY.

Whereas, DEPARTMENT is an agency of the State of Oregon and COUNTY is a unit of local government of the State of Oregon and both parties desire to cooperate by agreement to provide correctional services in COUNTY within the requirements as authorized by ORS 423.475 to 423.565;

Whereas, the Legislative Assembly of Oregon enacted legislation establishing shared responsibility between county corrections programs and the Department on a continuing basis (ORS 423.475 to 423.565);

Whereas, ORS 144.106 provides “the supervisory authority shall use a continuum of administrative sanctions for violations of post-prison supervision”;

Whereas, ORS 144.334 provides that the Board of Parole and Post-Prison Supervision may authorize issuance of citations by supervising officers;

Whereas, ORS 144.343 provides that the Board of Parole and Post-Prison Supervision may delegate the authority to impose sanctions as provided in ORS 144.106 and to continue a violator on parole or post-prison supervision with the same or modified conditions;

Whereas, ORS 423.478(2)(a) - (f) assigns responsibility for all offenders on probation, parole, post-prison supervision and those offenders sentenced or revoked for periods of one year or less, and on conditional release to COUNTY;

Whereas, ORS 137.545 and 137.595 provide that courts may delegate the authority to parole/probation officers to impose sanctions for probationers through a system of Structured Sanctions; and

Whereas, ORS 423.555 requires DEPARTMENT, with cooperation from COUNTY, to establish and operate a Statewide Evaluation and Information System and to monitor effectiveness of corrections services provided to criminal offenders under ORS 423.500 to 423.560.

Now, therefore, THE PARTIES HERETO, in consideration of the mutual promises, terms and conditions hereinafter provided, agree to the following:

I. DEFINITIONS

- A. Amendment: Any change to this Agreement that alters the terms and conditions of the Agreement, effective only after all parties have signed and all approvals have been obtained. Plan Modifications are **NOT** Amendments.
- B. Budget Summary: The part of the County Corrections Plan that reflects the amount of County Corrections Grant funds granted by DEPARTMENT to COUNTY to implement the programs in the Plan. The Budget Summary is attached to this Agreement as Exhibit A.
- C. Community Corrections Manager: Individual designated by COUNTY pursuant to ORS 423.525 as responsible for administration of the community corrections programs as set forth by the Plan.
- D. County Corrections: All County agencies and officials who carry out the responsibilities in ORS 423.478(2)(a)-(f) and the activities of carrying out those responsibilities.
- E. County Community Corrections Plan or Plan: A document developed by the Local Public Safety Coordinating Councils and adopted by COUNTY's governing body pursuant to ORS 423.525 and 423.535 and received by DEPARTMENT's director or designee.
- F. County Community Corrections Plan Modification: A written change or alteration to the County Corrections Plan promulgated by COUNTY modifying the Plan subject to ORS 423.525, effective upon the date the written change or alteration has been submitted to the DEPARTMENT representative under this Agreement.
- G. County Community Corrections Grant: Grant(s) made by DEPARTMENT to assist COUNTY in the implementation and operation of county corrections programs including, but not limited to, preventive or diversionary correctional programs, probation, parole, post-prison supervision work release and local correctional facilities and programs for offenders.
- H. Offender: Any person under supervision who is on parole, post-prison supervision, transitional leave, work release, local control, and/or probation status.
- I. Sanctions or Structured Sanctions: A response to Offender violations of conditions of supervision that uses custody units.

- J. Statewide Evaluation and Information System: The Corrections Information Systems (CIS) including the Offender Profile System (OPS), the Integrated Supervision Information System (ISIS), Case Management for Institutions (CMI), Offender Management System (OMS), Offender Information System (OIS), Interstate Compact Offender Tracking System (ICOTS), and related case management modules.
- K. Supervisory Authority: The local corrections official or officials designated in each COUNTY by that COUNTY's Board of County Commissioners or county court to operate corrections supervision services, custodial facilities or both.

II. AUTHORITY AND DURATION

A. Authority

This Agreement is entered into pursuant to the provisions of ORS 423.520.

B. Duration

This Agreement will become effective on **July 1, 2019** and will remain in effect until **June 30, 2021** or until terminated according to Section X, captioned TERMINATION.

III. PLAN; PLAN MODIFICATIONS

- A. County Community Corrections Plan: COUNTY will create a County Community Corrections Plan meeting the requirements of ORS 423.525 outlining the basic structure of supervision, services, and local sanctions to be applied to Offenders sentenced or convicted of felonies and designated drug-related misdemeanors and on supervision in the county. The Plan consists of program descriptions and budget allocations and is included by this reference as part of this Agreement. The Plan must be received and approved by DEPARTMENT before disbursements can be made by COUNTY.
- B. Plan Modifications: COUNTY and DEPARTMENT agree that the Plan must remain a flexible instrument capable of responding to unforeseen needs and requirements. COUNTY may modify the Plan according to ORS 423.525 and the administrative rules thereunder governing the support and development of County Corrections Programs. A copy of all Plan Modifications will be marked in sequence beginning with the designation "Plan Modification 1" and attached to the above-mentioned Plan. DEPARTMENT will notify COUNTY of any concerns about the modification or the need for an amendment within a 30 calendar day period after DEPARTMENT receives the Plan Modification.

- C. Notice of Modification: No Plan Modifications shall take effect until COUNTY gives written notice to DEPARTMENT, in a form approved by DEPARTMENT. DEPARTMENT shall provide to COUNTY an approved form for modifications as soon as practicable after execution of this Agreement.

IV. AMENDMENTS GENERALLY

The terms of this Agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written Amendment signed by the parties.

V. DUTIES AND RESPONSIBILITIES OF COUNTY

- A. COUNTY shall assume administrative responsibility for correctional supervision and services within its jurisdiction, as outlined in the Plan.
- B. COUNTY shall designate a Community Corrections Manager.
- C. COUNTY will meet the goals for community corrections in Oregon described below:
 - 1. Reduce Criminal Behavior
 - a. Indicator: recidivism, as measured by arrest, conviction, or incarceration for a new crime within three years from initial admission to probation.
 - b. Indicator: recidivism, as measured by arrest, conviction, or incarceration for a new crime within three years from first release to parole/post-prison supervision.
 - 2. Enforce Court, Board of Parole and Post-Prison Supervision, and Local Supervisory Authority Orders:
 - a. Indicator: the percentage of positive case closures for Offenders on parole/post-prison supervision.
 - b. Indicator: the percentage of positive case closures for Offenders on probation.
 - 3. Assist Offenders to Change:
 - a. Indicator: employment rates for Offenders.
 - b. Indicator: substantial compliance with treatment requirements.
 - 4. Provide Reparation to Victims and Community
 - a. Indicator: the percentage of restitution and compensatory fines collected, owed to victims.

- b. Indicator: the percentage of community service hours provided by Offenders.

- D. Except as otherwise provided by the DEPARTMENT's rules or orders, COUNTY will adopt and implement a continuum of administrative sanctions used by DEPARTMENT and the Board of Parole and Post-Prison Supervision for violators of conditions of probation, parole and post-prison supervision as authorized by ORS 144.106, 144.334, 144.343 and 137.540 and the rules thereunder. COUNTY will manage local control post-prison supervision in accordance with the rules and practices of the Board of Parole and Post-Prison supervision.

- E. COUNTY will follow the Oregon Administrative Rules (OAR's) applicable to community corrections, including but not limited to the following:
 - 1. Computerized Information System Access and Security OAR 291-005-0005 through 291-005-0075.
 - 2. Case Transfer, OAR 291-019-0100 through OAR 291-019-0160.
 - 3. Searches, OAR 291-028-0100 through OAR 291-028-0115.
 - 4. Community Corrections Programs, OAR 291-031-0005 through OAR 291-031-0360.
 - 5. Pre-sentence Investigation, OAR 291-038-0005 through 291-038-0060.
 - 6. Structured, Intermediate Sanctions OAR 291-058-0010 through OAR 291-058-0070.
 - 7. Short-term Transitional Leave, OAR 291-063-0100 through 291-063-0140.
 - 8. Records Management, OAR 291-070-0100 through OAR 291-070-0140.
 - 9. Community Case Management, OAR 291-078-0005 through OAR 291-078-0031.
 - 10. Admission, Sentence Computation and Release, OAR 291-100-0005 through OAR 291-100-0160.
 - 11. Interstate Compact, OAR 291-180-0106 through OAR 291-180-0275.
 - 12. Sex Offenders, Special Provisions, OAR 291-202-0010 through 291-202-0130.
 - 13. Active and Inactive Probation, OAR 291-206-005 through 291-206-0030.
 - 14. Earned Discharge, OAR 291-209-0010 through 291-209-0070.
 - 15. Dangerous Offenders, OAR Chapter 255, Divisions 36 and 37.
 - 16. Release to Post-Prison Supervision or Parole and Exit Interviews, OAR Chapter 255, Division 60.
 - 17. Conditions of Parole and Post-Prison Supervision, OAR Chapter 255, Division 70.

18. Procedures for Response to Parole and Post-Prison Supervision Condition Violations for Offenders Under the Jurisdiction of the Board of Parole and Post-Prison Supervision or Local Supervisory Authority, OAR Chapter 255, Division 75.
 19. Active and Inactive Parole and Post-Prison Supervision, OAR Chapter 255, Division 94.
 20. Archiving, OAR Chapter 166.
- F. COUNTY will follow all applicable Federal and State civil rights laws including, but not limited to:
1. Federal Code, Title 5 USCA 7201 et seq. - Anti-discrimination in Employment.
 2. Oregon Statutes, Enforcement of Civil Rights: ORS 659A.009, 659A.006, and 659A.030.
 3. Americans with Disabilities Act.
- G. COUNTY will prepare and furnish such data, descriptive information and reports as may be requested by DEPARTMENT as needed to comply with ORS 423.520, which states in part, "The department shall require recipients of the grants to cooperate [. . .] in the collection and sharing of data necessary to evaluate the effect of community corrections programs on future criminal conduct." COUNTY will enter data into the Statewide Evaluation and Information Systems in a complete, accurate, and timely manner. COUNTY agrees to, and does hereby grant DEPARTMENT the right to reproduce, use and disclose all or any part of such reports, data and technical information furnished under this Agreement.
- H. COUNTY will permit authorized representatives of DEPARTMENT to make such review of records of COUNTY as may be necessary to satisfy audit or program review purposes. A copy of any audit or monitoring report will be made available to COUNTY.
- I. COUNTY will follow DEPARTMENT prescribed allotment and expenditure reporting system and shall provide this information on each discrete program in the COUNTY Corrections Plan. This system will be used for controlling County Corrections Grant funds by DEPARTMENT and to provide suitable records for an audit. COUNTY will make available to the DEPARTMENT copies of its annual audit report required by ORS 297.425.
- J. If funding from DEPARTMENT is reduced or discontinued by legislative action, COUNTY will not be required to increase use of COUNTY revenue for continuing or maintaining corrections services as set out in this Agreement. If funding is reduced below the amount set out in ORS 423.483, the County may elect to terminate pursuant to Section X, below.

- K. COUNTY will participate in all of the systems that comprise the Statewide Evaluation and Information Systems. COUNTY will enter and keep current information on offenders under supervision in the Law Enforcement Data System (LEDS) Enter Probation Record (EPR) System.
- L. COUNTY will retain responsibility for cases transferred to and accepted by another state under the terms of the Interstate Compact for Adult Offender Supervision, an agreement among states to provide supervision services for parole, post-prison, and probation Offenders that relocate to other states per ORS 144.610 and OAR 291-180-0106 through 291-180-0275.
- M. COUNTY will comply with ORS 182.515-182.525. Programs identified by the Community Corrections Commission and receiving any state grant funds shall be evidence based. Evidence based programs are delivered consistent with the findings in research about what works best to reduce recidivism.

VI. DEPARTMENT RESPONSIBILITIES

- A. DEPARTMENT will furnish to COUNTY, in a timely manner, those procedures, directives, records, documents and forms required for COUNTY to meet its obligations.
- B. Subject to system capacity and data processing capabilities, DEPARTMENT will furnish data, descriptive information and reports, available to DEPARTMENT and requested by COUNTY that will assist COUNTY in complying with DEPARTMENT requirements. This data includes, but is not limited to details regarding outcomes noted in Subsection V(C). DEPARTMENT hereby grants to COUNTY the right to reproduce, use, and disclose all or part of such reports, data, and technical information furnished under this Agreement.
- C. DEPARTMENT agrees to provide COUNTY an opportunity to review and comment on all new or revised administrative rules that have fiscal or programmatic impact on COUNTY.
- D. If by legislative action, funding from DEPARTMENT is reduced to COUNTY, DEPARTMENT agrees to provide reasonable notice and transition opportunity to COUNTY of changes that may significantly alter approved appropriations and programs.
- E. If COUNTY ceases to participate in County Corrections programs as described in ORS Chapter 423, DEPARTMENT may recover title and possession to property previously transferred to COUNTY or purchased by COUNTY with County Corrections Grant funds.

- F. DEPARTMENT grants to COUNTY continual access to the DEPARTMENT's computer system at no charge to COUNTY. All costs (including but not limited to any equipment or software upgrades) to ensure this access however, is the responsibility of COUNTY. If DEPARTMENT's computer is used in any way other than for pass-through of COUNTY data to the DEPARTMENT's system, COUNTY will provide support for additional activities. DEPARTMENT will provide timely notification and technical assistance when changes are made that impact applicable restrictions on the software, if any. If COUNTY uses DEPARTMENT's data circuits or network connections to access a third party jail management system, the terms of the attached Exhibit B apply. If DEPARTMENT determines that COUNTY has not complied with the terms of Exhibit B, DEPARTMENT may immediately suspend COUNTY access to DEPARTMENT's computer system.
- G. DEPARTMENT's Community Corrections Division will administer the provisions of the Interstate Compact for Adult Offender Supervision, an agreement among states to provide supervision services for parole, post-prison, and probation Offenders that relocate to other states per ORS 144.610 and OAR 291-180-0106 through 291-180-0275.
- H. DEPARTMENT will provide technical assistance to COUNTY in implementing and evaluating COUNTY's Plan.
- I. DEPARTMENT will provide technical assistance to COUNTY on changes in Oregon Statutes and Oregon Administrative Rules.

VII. FUNDS

- A. The Budget Summary, Exhibit A, lists the County Corrections Grant funds authorized under this Agreement for the implementation of the Plan during the term of this Agreement.
- B. The Plan and fully executed Intergovernmental agreement (IGA) must be received by the DEPARTMENT from the COUNTY. After receipt of both the Plan and IGA, DEPARTMENT will authorize payments to the COUNTY as scheduled in this Section VII.
- C. The first payment to COUNTY will occur as soon as possible after the DEPARTMENT's budget is legislatively approved and implemented and quarterly thereafter.
- D. The DEPARTMENT will disburse to COUNTY one eighth of the County Correction Grant Funds authorized under this Agreement within 15 days of

each of the following dates; 7/1/19, 10/1/19, 1/1/20, 4/1/20, 7/1/20, 10/1/20, 1/1/21, and 4/1/21.

DEPARTMENT's obligation to disburse County Correction Grant Funds is subject to satisfaction, on the date of each disbursement, of each of the following conditions:

1. COUNTY is in compliance with all terms and conditions of this Agreement;
 2. This Agreement has not been terminated; and
 3. DEPARTMENT has received funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow DEPARTMENT, in the exercise of its reasonable administrative discretion, to make the disbursement.
- E. Both parties agree that all reallocations of funds between or within programs shall require a County Community Corrections Plan Modification, except that COUNTY may reallocate up to ten percent of funds in any budget category in the approved Plan between or within programs without a County Community Corrections Plan Modification. COUNTY shall notify DEPARTMENT in writing of such reallocation within 30 days after making the reallocation.
- F. Unexpended Funds: Fund balances remaining at the termination of this agreement may be retained by the COUNTY, upon approval by the DEPARTMENT, for the provision of on-going supervision, correctional services, and sanctions in accordance with the Plan.
- G. Supervision fees collected by COUNTY will be used to offset costs of supervising the probation, parole, post-prison supervision or other supervised release pursuant to ORS 423.570 and its administrative rules, as amended from time to time.
- H. Unauthorized Expenditures: Any County Corrections Grant Funds expended for unauthorized purposes will be deducted by DEPARTMENT from subsequent payments under this Agreement or refunded to DEPARTMENT upon request.
- I. For purposes of the delivery of field corrections services, DEPARTMENT recognizes COUNTY as an ongoing partner for all County Corrections appropriations provided by the State of Oregon Legislature according to ORS 423.475 to 423.565.

- J. Funding for Sexually Violent Dangerous Offenders: After receipt and review of an invoice from the COUNTY, DEPARTMENT will reimburse COUNTY at the daily rate established by the DEPARTMENT for the intensive supervision of Offenders designated as sexually violent dangerous offenders by the Court or Board of Parole and Post-Prison Supervision only from the amount specifically appropriated for the increased level of supervision of such Offenders.
- K. In the event that the COUNTY retains funds to spend in the next biennium under Subsection VII(F), then Subsections VII (D)-(G) and (I)-(J) will survive termination or expiration of this Agreement.

VIII NONCOMPLIANCE

- A. The Assistant Director of Community Corrections or the Assistant Director's designee shall annually review COUNTY's compliance with this Agreement under ORS 423.500 to 423.560. COUNTY must substantially comply with the provisions of the Plan received by DEPARTMENT and this Agreement.
- B. If, upon review, DEPARTMENT determines that there are reasonable grounds to believe that COUNTY is not in substantial compliance with this Agreement or Plan, DEPARTMENT shall contact COUNTY regarding the alleged noncompliance and offer technical assistance to reach compliance. If COUNTY does not resolve the alleged noncompliance, DEPARTMENT shall, after giving COUNTY not less than 30 calendar days' notice, conduct a hearing to ascertain whether there is substantial compliance or satisfactory progress being made toward compliance. After technical assistance, which may include peer review or other assistance, is provided and the hearing occurs, DEPARTMENT may suspend any portion of the funding made available to COUNTY under ORS 423.500 to 423.560 until County complies as required.
- C. In the event that a dispute arises, COUNTY may appeal to the Director of the Department of Corrections.

IX INDEMNIFICATION See Exhibit C

X TERMINATION

- A. It is understood and agreed by the parties hereto that this Agreement will remain in force only during its term and will not continue in force after its term. There will be no automatic extension, but this Agreement may be extended only by written Amendment.

- B. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement, including any part, term or provision of any appended material, is held by a court to be illegal or in conflict with any law of the State of Oregon or applicable administrative rule, that element of this Agreement including relevant appended materials will be void and without effect and will be treated by the parties as having been terminated as of the date of determination of the voidness.
- C. If COUNTY chooses to discontinue participation in the Plan as described in this Agreement and ORS 423.483(2), COUNTY may terminate participation at the end of any month by delivery of a resolution of the Board of Commissioners to the DEPARTMENT's Director or the Director's designee not less than 180 calendar days before the date on which COUNTY intends to discontinue its participation. Termination of COUNTY participation may occur only at the end of a month. This Agreement will terminate on the same date that COUNTY discontinues its participation in the Plan.
- D. If COUNTY terminates participation, the following will apply:
1. The responsibility for correctional services transferred to COUNTY and any unused County Corrections Grant funds will revert to DEPARTMENT.
 2. In no case does responsibility for supervision and provision of correctional services to non-designated drug-related misdemeanor Offenders revert to DEPARTMENT.
- E. It is understood and agreed by the parties hereto that this Agreement will automatically terminate if the State of Oregon fails to provide any funding. If there is reduced state funding as described in ORS 423.483, County may terminate the Agreement as described herein.

XI COMPLIANCE WITH APPLICABLE LAW

Both Parties shall comply with all federal, state and local laws, regulations, executive orders, and ordinances to which each is subject and which is applicable to this Agreement. Without limiting the generality of the foregoing, the parties expressly agree to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to those laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. DEPARTMENT's performance under this Agreement is conditioned upon COUNTY's compliance with the provisions of ORS 279B.220, 279B.230, 279B.235 and 279B.270, as amended from time to time, which are made

applicable to this Agreement and incorporated herein by this reference. All employers, including COUNTY, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. COUNTY shall ensure that each of its subcontractors complies with these requirements.

Nothing in this Agreement shall require County or Department to act in violation of state or federal law or the Constitution of the State of Oregon.

XII ACCESS TO RECORDS

For not less than six (6) years after Agreement expiration or termination, DEPARTMENT, the Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized representatives shall have access to the books, documents, papers and records of COUNTY which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts. COUNTY shall retain all pertinent records until the later of: (i) the date that is not less than six (6) years following the Agreement expiration or termination date or (ii) the date on which all litigation regarding this Agreement is resolved. COUNTY agrees that full access to DEPARTMENT will be provided in preparation for and during litigation and that copies of applicable records shall be made available upon request and payment by DEPARTMENT for the COUNTY's cost to produce the copies.

XIII SURVIVAL

All rights and obligations shall cease upon termination or expiration of this Agreement, except for the rights and obligations set forth in Sections IV, IX, X, XI, XII, XIII, and XIV.

XIV GOVERNING LAW; JURISDICTION; VENUE

The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

XV WAIVER

The failure of either party to enforce any provision of this Agreement will not constitute a waiver by that party of that or any other provision.

XVI EXECUTION AND COUNTERPARTS

This Agreement may be executed in several counterparts, each of which will be an original, all of which will constitute but one and the same instrument.

XVII MERGER; INTEGRATION

This instrument contains the entire agreement between the parties and no statement made by any party hereto, or agent thereof, not contained or attached with reference thereto in this written agreement will be valid or binding. This Agreement will supersede all previous communications, representations, whether verbal or written, between the parties hereto. This Agreement may not be enlarged, modified or altered except in writing, signed by the parties, and attached.

STATE OF OREGON
DEPT. OF CORRECTIONS

COLUMBIA COUNTY
BOARD OF COMMISSIONERS

Jeremiah Stromberg, Asst. Director

Chair

Date

Date

Approved for Legal Sufficiency
Oregon Attorney General's Office:

/s/ Cynthia Byrnes per email dated 5/2/19
Assistant Attorney General

EXHIBIT A

**BUDGET SUMMARY
COLUMBIA COUNTY**

**(to be added by DEPARTMENT after
COUNTY submission of the County Corrections Plan)**

EXHIBIT B

COLUMBIA COUNTY

NETWORK ACCESS BY COUNTY

1. COUNTY jail users will be permitted to use existing DEPARTMENT data circuits to access third party systems. Access is permitted for jail management system application users only. COUNTY jail users will not be permitted to use DEPARTMENT circuits for video conferencing, Real Audio, Internet access, applications that require large amounts of bandwidth, or other jail management software online service or system unless approved by DEPARTMENT. COUNTY jail users will be permitted to use DEPARTMENT's data circuits for video image transmissions using a NIST standard (available from DEPARTMENT upon request).

- A. All network traffic covered by this agreement will employ TCP/IP network protocols.
- B. DEPARTMENT will continue its policy of only providing one router to each county. This means that if COUNTY's jail and the parole and probation office are located in separate buildings, COUNTY will be responsible for providing a connection between the two buildings.

2. COUNTY understands and acknowledges that DEPARTMENT is subject to the public records provision of ORS 192.410 through 192.505 and other applicable laws and administrative rules which establish uniform guidelines and procedures for the release of information from DEPARTMENT's computer system.

**EXHIBIT C
INDEMNIFICATION
COLUMBIA COUNTY**

Contribution

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the Department is jointly liable with the County (or would be if joined in the Third Party Claim), the Department shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the County in such proportion as is appropriate to reflect the relative fault of the Department on the one hand and of the County on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Department on the one hand and of the County on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Department's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the Department had sole liability in the proceeding.

With respect to a Third Party Claim for which the County is jointly liable with the Department (or would be if joined in the Third Party Claim), the County shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Department in such proportion as is appropriate to reflect the relative fault of the County on the one hand and of the Department on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the County on the one hand and of the Department on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

Alternative Dispute Resolution

The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

Indemnification by Subcontractors

County shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of County's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

Subcontractor Insurance Requirements

GENERAL

County shall require its first tier contractor(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under contracts between County and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to County. County shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a contractor to work under a Subcontract when the County is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the county directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

TYPES AND AMOUNTS

PROFESSIONAL LIABILITY

Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Subcontract, with limits not less than \$2,000,000, as determined by the Department:

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

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

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

INTERGOVERNMENTAL AGREEMENT #5876
BETWEEN THE STATE OF OREGON AND COLUMBIA COUNTY

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This Agreement is between the State of Oregon acting by and through its Department of Corrections, hereafter called DEPARTMENT, and Columbia County, hereafter called COUNTY.

Whereas, DEPARTMENT is an agency of the State of Oregon and COUNTY is a unit of local government of the State of Oregon and both parties desire to cooperate by agreement to provide correctional services in COUNTY within the requirements as authorized by ORS 423.475 to 423.565;

Whereas, the Legislative Assembly of Oregon enacted legislation establishing shared responsibility between county corrections programs and the DEPARTMENT on a continuing basis (ORS 423.475 to 423.565);

Whereas, ORS 144.106 provides “the supervisory authority shall use a continuum of administrative sanctions for violations of post-prison supervision”;

Whereas, Oregon Laws 2008, chapter 14 (Measure 57) was passed by voters of the State of Oregon increasing sentences for certain drug trafficking and theft crimes, requiring addiction treatment for certain offenders at risk of reoffending, and authorizing DEPARTMENT to make grants to counties to provide supplemental funding;

Whereas, supplemental funds have been made available to counties for treatment of drug-addicted persons, in accordance to OAR Chapter 291, Division 31;

Whereas, supplemental funds are made available to counties based on a formula that matches the COUNTY’s percentage share of community corrections grant-in-aid funds;

Whereas, the DEPARTMENT will administer distribution of grants to counties;

Now, therefore, THE PARTIES HERETO, in consideration of the mutual promises, terms and conditions hereinafter provided, agree to the following:

I DEFINITIONS

- A. Amendment: Any change to this Agreement that alters the terms and conditions of the Agreement. Plan Modifications are NOT Amendments.
- B. Budget Summary: A budget submitted by COUNTY and approved by DEPARTMENT which identifies personnel, materials, services and funding COUNTY will use to implement the Plan. COUNTY’s Intervention Budget Summary is described in Exhibit A.
- C. Community Corrections Manager: Individual designated by COUNTY pursuant to ORS 423.525 as responsible for administration of the community corrections programs as set forth by the Plan.
- D. County Corrections: All COUNTY agencies and officials who carry out the responsibilities in ORS 423.478(2)(a)-(f) and the activities of carrying out those responsibilities.
- E. County Corrections Intervention Grant or Grant: Grant(s) made by DEPARTMENT to assist COUNTY in the implementation and operation of the Plan under this Agreement.

- F. County Intervention Plan or Plan: A document developed by the COUNTY and approved by the DEPARTMENT which describes COUNTY's approach to providing effective Interventions for drug addicted offenders under COUNTY supervision. The County Intervention Plan is described in Exhibit A, County Intervention Plan and Budget Summary.
- G. Intervention: A response to Participant compliance of conditions of the Plan.
- H. Participant: An offender, under supervision of the COUNTY and enrolled in the Plan.
- I. Plan Modification: A written change or alteration to the Plan promulgated by COUNTY modifying the Plan.
- J. Sanctions or Structured Sanctions: A response to offender violations of conditions of supervision that uses custody units.
- K. Statewide Evaluation and Information System: The Corrections Informations Systems (CIS) including the Offender Profile System (OPS), the Integrated Supervision Information System (ISIS), Case Management for Institutions (CMI), Offender Management System (OMS), Offender Information System (OIS), Interstate Compact Offender Tracking System (ICOTS), and related case management modules.
- L. Supervisory Authority: The local corrections official or officials designated in each COUNTY by that COUNTY's Board of County Commissioners or county court to operate corrections supervision services, custodial facilities or both.
- M. Texas Christian University (TCU) Assessment Tool: The Texas Christian University Assessment tool, to be used on Participants in COUNTY program, mandated by the DEPARTMENT.

II AUTHORITY AND DURATION

A. Authority

This Agreement is entered into pursuant to the provisions of ORS 423.520.

B. Duration

This Agreement will become effective on **July 1, 2019** and will remain in effect until **June 30, 2021** or until terminated according to Section XI (*Termination*).

III PLAN; PLAN MODIFICATIONS

- A. The Plan must be received and approved by DEPARTMENT before disbursements of Grant funds described in Section VIII can be made to COUNTY.
- B. Plan Modifications: COUNTY and DEPARTMENT agree that the Plan must remain a flexible instrument capable of responding to unforeseen needs and requirements. A copy of all Plan Modifications will be marked in sequence beginning with the

designation "Plan Modification 1" and attached to the above-mentioned Plan. DEPARTMENT will notify COUNTY of any concerns about the modification or the need for an amendment within a 30 calendar day period after DEPARTMENT receives the Plan Modification.

- C. Notice of Modification: DEPARTMENT shall provide to COUNTY an approved form for modifications as soon as practicable after execution of this Agreement.
- D. Plan Modifications shall become effective upon the date the Plan Modification is approved in writing by the DEPARTMENT.

IV AMENDMENTS GENERALLY

The terms of this Agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written Amendment signed by the parties. An Amendment shall become effective only after all parties have signed and all approvals have been obtained.

V DUTIES AND RESPONSIBILITIES OF COUNTY

- A. COUNTY shall assume administrative responsibility to provide services as outlined in the Plan.
- B. COUNTY shall incorporate the principles described below into the Plan:
 - 1. Treatment programs shall be evidence-based. Evidence-based programs are delivered consistent with the findings in research about what works best to reduce recidivism.
 - 2. Assessment which is standardized, objective, and comprehensive shall be used to prioritize treatment, determine criminal risk factors, and to determine the proper level of care. Assessments of risk shall be based on actuarial risk assessment tools.
 - 3. Rules, requirements and expectations for Participants, including consequences for success and for failure are made formal and clear by an authority figure.
 - 4. An individual case plan shall be developed for each Participant. The case plan shall include criminal risk factors in addition to addiction that will be addressed in treatment.
 - 5. Treatment program design shall address issues of motivation. Treatment options shall be available for Participants consistent with their assessed stage of change.
 - 6. Treatment shall be based on cognitive and behavioral interventions and social learning approaches. Treatment programs shall be of sufficient length and intensity to produce stable behavior changes based on replacing old patterns of thinking and behaving and learning and practicing new skills for avoiding drug use and criminal behavior.

7. The Plan shall utilize a system of graduated Sanctions and incentives which are swift and sure and which encourage recovery goals while holding Participants accountable for non-compliance behaviors.
 8. Weekly random drug testing shall occur, however frequency may decrease as Participant progresses. There shall be a consequence for this or any other rule violation, but that consequence shall not automatically result in withdrawal from treatment. Sanctions shall be administered in a manner to assure longer stays in treatment which are associated with good outcomes.
 9. Co-ed treatment shall be avoided if possible.
 10. Programs shall include relapse prevention planning and comprehensive transition planning so that participants are more likely to adjust to the next level of care or change in living situation.
 11. Addictions treatment programs must be licensed by the State of Oregon to provide addictions treatment.
- C. COUNTY shall incorporate the following data requirements into the Plan:
1. COUNTY will identify Participants through the indicating 'Y' under the M57 Tx data field, located in the Treatment Module.
 2. The start and stop date of the actual program participation, as well as program exit code, will be entered into the CIS Treatment Module
 3. Program Participants will be assessed for level of severity of addiction, using the Texas Christian University assessment tool (available at no cost), and enter corresponding data as determined by DEPARTMENT.
- D. COUNTY will prepare and furnish such data, descriptive information and reports as may be requested by DEPARTMENT as needed to comply with ORS 423.520, which states in part, "The department shall require recipients of the grants to cooperate in the collection and sharing of data necessary to evaluate the effect of community corrections programs on future criminal conduct." COUNTY will enter data into the Statewide Evaluation and Information System in a complete, accurate, and timely manner. COUNTY acknowledges and agrees that DEPARTMENT has the right to reproduce, use and disclose all or any part of such reports, data and technical information furnished under this Agreement.
- E. COUNTY will permit authorized representatives of DEPARTMENT to make such review of records of COUNTY as may be necessary to satisfy audit and/or program review purposes. A copy of any audit or monitoring report will be made available to COUNTY.
- F. COUNTY will follow DEPARTMENT's prescribed allotment and expenditure reporting system in accordance with Exhibit A. This system will be used for controlling County Corrections Intervention Grant funds by DEPARTMENT and to provide suitable records for an audit.

- G. If funding from DEPARTMENT is reduced or discontinued by legislative action, COUNTY will not be required to increase use of COUNTY revenue for continuing or maintaining corrections services as set out in this Agreement.

VI DEPARTMENT RESPONSIBILITIES. The DEPARTMENT will:

- A. Participate according to this Agreement.
- B. Provide funding as described in Section VIII of this Agreement.
- C. Furnish COUNTY, in a timely manner, those rules, administrative directives and procedures required for COUNTY to meet its obligations described herein.
- D. Subject to system capacity and data processing capabilities, DEPARTMENT will furnish data, descriptive information and reports, available to DEPARTMENT and requested by COUNTY that will assist COUNTY in complying with DEPARTMENT requirements. DEPARTMENT hereby grants to COUNTY the right to reproduce, use, and disclose all or part of such reports, data, and technical information furnished under this Agreement.
- E. If by legislative action, funding from DEPARTMENT is reduced to COUNTY, DEPARTMENT agrees to provide reasonable notice and transition opportunity to COUNTY of changes that may significantly alter approved appropriations and programs.
- F. DEPARTMENT will provide technical assistance to COUNTY in implementing and evaluating COUNTY's Plan.

VII PERFORMANCE GOALS

Interventions funded under this Agreement will be evaluated by the DEPARTMENT for treatment effectiveness. Goals for the evaluation are to determine if:

- A. Treatment programs are evidence-based, as evaluated by the Corrections Program Checklist.
- B. Recidivism is reduced: Participants will recidivate at lower rates than similar untreated offenders.
- C. Participants reduce drug use: Results of random urinalysis will be analyzed.
- D. Participants show evidence of improved community functioning: Improved community functioning will be measured by successful completion of the program and through the existing community corrections performance measures (successful completion of supervision, employment, payment of restitution and/or community service work).

VIII FUNDS

- A. Exhibit A identifies the County Corrections Intervention Grant funds authorized under this Agreement for the implementation of the Plan during the term of this Agreement.
- B. Payment to COUNTY will be made in two payments. One-half of the Grant funds will be disbursed to County within 15 days after execution of this Agreement. The second half of the Grant funds will be disbursed on July 1, 2020.
- C. Both parties agree that all reallocations of Grant funds within programs shall require a Plan Modification.
- D. Unexpended Funds: Grant fund balances remaining at the termination of this Agreement may be retained by the COUNTY, upon approval by DEPARTMENT, for the provision of on-going supervision, correctional services, and sanctions in accordance with the Plan.
- E. Unauthorized Expenditures: Any Grant funds disbursed to COUNTY that are expended for unauthorized purposes, or any Unexpended Funds not retained by COUNTY under Section VIII.E, will be deducted by DEPARTMENT from subsequent payments under this Agreement or refunded to DEPARTMENT promptly upon DEPARTMENT's written request and no later than 15 days after DEPARTMENT's written request.
- F. **Maximum Grant Amount.** Grant funds are based upon COUNTY's Application for Supplemental Funds. Unless amended, the maximum, not-to-exceed County Corrections Intervention Grant payable to COUNTY under this Agreement is \$173,611. The maximum Grant amount may be increased only by written amendment of this Agreement which is signed by all parties and with all required State approvals.
- G. Disbursement of Grant funds under this Agreement is contingent on DEPARTMENT receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow DEPARTMENT, in the exercise of its reasonable administrative discretion, to make the disbursement.

IX NONCOMPLIANCE

- A. The Assistant Director of Community Corrections or the Assistant Director's designee of the Community Corrections Division shall review COUNTY's compliance with this Agreement. COUNTY must substantially comply with the provisions of the Plan received by DEPARTMENT and this Agreement.

If, upon review, DEPARTMENT determines that there are reasonable grounds to believe that COUNTY is not in substantial compliance with the Agreement or Plan, including but not limited to COUNTY has failed to meet standards of evidence-based treatment programs as required in Section V.B.1, DEPARTMENT and COUNTY shall proceed in accordance with OAR Chapter 291-031, to reach compliance or, if compliance is not obtained, to suspend funding.

X INDEMNIFICATION. See Exhibit B.

XI TERMINATION

- A. Parties Right to Terminate at its Discretion. At its sole discretion, any party to this Agreement may terminate this Agreement for its convenience upon 30 days' prior written notice.
- B. Parties may terminate this Agreement immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that DEPARTMENT or COUNTY cannot lawfully perform its obligations under this Agreement.
- C. It is understood and agreed by the parties hereto that this Agreement will remain in force only during its term and will not continue in force after its term. There will be no automatic extension. This Agreement may be extended only by written consent of the parties hereto.
- D. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement, including any part, term or provision of any appended material, is held by a court to be illegal or in conflict with any law of the State of Oregon or applicable administrative rule, that element of the contract including relevant appended materials will be void and without effect and will be treated by the parties as having been terminated as of the date of determination of the voidness.
- E. It is understood and agreed by the parties hereto that this Agreement will automatically terminate if the State of Oregon provides no funding. If there is reduced state funding, COUNTY may terminate the Agreement as described herein.

XII COMPLIANCE WITH APPLICABLE LAW

Both Parties shall comply with all federal, state and local laws, regulations, executive orders, and ordinances to which each is subject and which is applicable to this Agreement. Without limiting the generality of the foregoing, the parties expressly agree to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to those laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. All employers, including COUNTY, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. COUNTY shall ensure that each of its subcontractors complies with these requirements.

Nothing in this Agreement shall require COUNTY or DEPARTMENT to act in violation of state or federal law or the Constitution of the State of Oregon.

XIII ACCESS TO RECORDS

For not less than six (6) years after Agreement expiration, DEPARTMENT, the Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized

representatives shall have access to the books, documents, papers and records of COUNTY which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcripts. COUNTY shall retain all pertinent records until the later of (i) the date that is not less than six (6) years following the Agreement expiration date or (ii) the date on which all litigation regarding this Agreement is resolved. COUNTY agrees full access to DEPARTMENT will be provided in preparation for and during litigation. Copies of applicable records shall be made available upon request. DEPARTMENT shall reimburse COUNTY for the cost of copies DEPARTMENT requests.

XIV SURVIVAL

All rights and obligations shall cease upon termination or expiration of this Agreement, except for the rights and obligations set forth in Sections IV, X, XI, XII, XIII, XIV, and XV.

XV GOVERNING LAW; JURISDICTION; VENUE

The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

XVI WAIVER

The failure of either party to enforce any provision of this Agreement will not constitute a waiver by that party of that or any other provision.

XVII EXECUTION AND COUNTERPARTS

This Agreement may be executed in several counterparts, each of which will be an original, all of which will constitute but one and the same instrument.

XVIII NOTICE

Except as otherwise expressly provided in this Agreement, any notices between the Parties to be given hereunder shall be given in writing by personal delivery, facsimile, electronic mail, or mailing the same, postage prepaid to COUNTY or DEPARTMENT at the address or number set forth below, or to such other addresses or numbers as any Party may indicate pursuant to this section. Any notice so addressed and mailed shall be effective five (5) days after mailing. Any notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. Any notice delivered by electronic mail shall be effective on the day of notification of delivery receipt, if delivery was during normal business hours of the recipient, or on the next business day, if delivery was outside normal business hours of the recipient. Any notice given by personal delivery shall be effective when actually delivered to the Authorized Representatives listed below:

To DEPARTMENT: Jeremiah Stromberg, Assistant Director
Community Corrections Division
Department of Corrections
2575 Center St. NE
Salem, OR 97301
Telephone: 503-945-8876
Fax: 503-373-7810
E-Mail: Jeremiah.P.Stromberg@doc.state.or.us

To COUNTY: Janet Evans, Director
Columbia County Community Corrections
901 Port Avenue
St. Helens, OR 97051
Telephone: 503-397-6253
Fax: 503-397-6645
Email: janet.evans@co.columbia.or.us

The Parties may change the persons named in this section by notice to the other Parties as provided herein. No amendment to this Agreement is required to make such change.

XIX MERGER; INTEGRATION

This instrument contains the entire agreement between the parties and no statement made by any party hereto, or agent thereof, not contained or attached with reference thereto in this written Agreement will be valid or binding. This Agreement will supersede all previous communications, representations, wither verbal or written, between the parties hereto. This Agreement may not be enlarged, modified or altered except in writing, signed by the parties, and attached.

STATE OF OREGON
DEPT. OF CORRECTIONS

COLUMBIA COUNTY

Jeremiah Stromberg, Assistant Director

Signature

Date

Title

Date

Reviewed by the
Oregon Attorney General's Office:

/s/

Assistant Attorney General

EXHIBIT A
COUNTY INTERVENTION PLAN and BUDGET SUMMARY
COLUMBIA COUNTY
(To be attached upon signature and return of Agreement by County)

**EXHIBIT B
INDEMNIFICATION
COLUMBIA COUNTY**

Contribution

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the Department is jointly liable with the County (or would be if joined in the Third Party Claim), the Department shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the County in such proportion as is appropriate to reflect the relative fault of the Department on the one hand and of the County on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Department on the one hand and of the County on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Department's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the Department had sole liability in the proceeding.

With respect to a Third Party Claim for which the County is jointly liable with the Department (or would be if joined in the Third Party Claim), the County shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Department in such proportion as is appropriate to reflect the relative fault of the County on the one hand and of the Department on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the County on the one hand and of the Department on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

Alternative Dispute Resolution

The parties should attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

Indemnification by Subcontractors

County shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of County's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

Subcontractor Insurance Requirements

GENERAL.

County shall require its first tier contractor(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under contracts between County and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Department. County shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a contractor to work under a Subcontract when the County is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the county directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

TYPES AND AMOUNTS.

PROFESSIONAL LIABILITY

Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Subcontract, with limits not less than \$2,000,000, as determined by the Agency:

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of : (i) the contractor's completion and County 's acceptance of all Services

required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and Agency may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If Agency approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

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

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