

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

AGENDA REQUEST FORM

DATE: 5/14/2025

REQUESTED MEETING DATE: 5/21/2025 LENGTH OF TIME: 5 minutes

DEPARTMENT DEADLINE: \_\_\_\_\_

NAME: Andrea Jurkiewicz

DEPARTMENT: Assessor

REVIEW FOR LEGAL SUFFICIENCY OBTAINED:  YES  NO  NA

FINANCE REVIEW:  YES  NO  NA

PROJECT REQUEST FORM SUBMITTED:  YES  NO  NA

AGENDA REQUEST MADE TIMELY:  YES  NO (IF NO, DESCRIBE EMERGENCY, BELOW)

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*ITEM REQUEST WILL BE FOR (SELECT ALL THAT APPLY):*

Information Only

Discussion/Action

Executive Session Under

Public Hearing

Report

ORS 192.660(2)(  )

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**Brief Description of Topic To Be Discussed:**

Request extension of existing Helion contract. They are the software providers for assessment and taxation software.

**Description of Attached Documents:**

Contract as written by Counsel with signature from Helion

**Description of Why Agenda Request Made Late (if applicable):**

FIRST AMENDMENT TO PUBLIC SERVICES CONTRACT  
BY AND BETWEEN COLUMBIA COUNTY AND HELION SOFTWARE, INC. FOR  
ASSESSMENT AND TAXATION SOFTWARE SERVICES

WHEREAS, Columbia County ("County"), entered into a Public Services Contract with HELION SOFTWARE, INC., ("Contractor"), effective July 1, 2024, for ORCATS professional services (the "Original Agreement"); and

WHEREAS, pursuant to Section 2 of the Original Agreement, the parties may, by mutual written agreement, extend the term of the Original Agreement for up to three (3) additional one-year terms beyond the original completion date of June 30, 2025; and

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

WHEREAS, the County has an on-going need for Contractor's services for Fiscal Year 2025-2026; and

WHEREAS, Contractor has provided a revised Scope of Services for Fiscal Year 2025-2026, and the parties have agreed to apply such Scope of Services and proposed compensation for 2025-2026;

NOW, THEREFORE, the Public Services Contract by and between the County and Contractor, effective July 1, 2024, is hereby amended as follows:

1. The new Completion Date for the Original Agreement shall be no later than June 30, 2026.
2. For fiscal year beginning July 1, 2025, and ending June 30, 2026, Contractor shall provide the services described in the updated Scope of Services, attached hereto as "Exhibit A" and incorporated herein by this reference. In case of conflict between Exhibit A and the Original Agreement, the Original Agreement shall control.
3. For fiscal year beginning July 1, 2025 and ending June 30, 2026, the County shall pay Contractor for Contractor's services as described in Exhibit A, an amount not to exceed One Hundred and One Thousand, Five Hundred Eighty-Six Dollars (\$101,586.00).
4. This First Amendment to the Original Agreement is effective on the date last signed, below, and shall be retroactive, as applicable, to July 1, 2025.
7. Except as otherwise specifically amended herein, the Original Agreement effective July 1, 2024, by and between Columbia County and Helion Software, Inc., remains in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

CONTRACTOR  
HELION SOFTWARE

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

By: Murray Giesbrecht, CEO

By: \_\_\_\_\_  
Kellie Jo Smith, Chair

Signed: Murray Giesbrecht

By: \_\_\_\_\_  
Casey Garrett, Commissioner

Date: May 12, 2025

By: \_\_\_\_\_  
Margaret Magruder, Commissioner

Date: \_\_\_\_\_

Approved as to form

By: \_\_\_\_\_  
Office of County Counsel

Exhibit A

**Services Contract- Terms and Conditions**

**Client Software Support**

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BY ACCEPTING THE SERVICES AND SUPPORT DESCRIBED ON YOUR INVOICE, YOU AGREE TO BE BOUND BY AND ACCEPT THE TERMS AND CONDITIONS HEREIN. THESE TERMS AND CONDITIONS (THE "CONTRACT") WILL SUPPLEMENT THE TERMS AND CONDITIONS OF ANY APPLICABLE OVERRIDING SIGNED AGREEMENT BETWEEN YOU (THE COUNTY) AND HELION.

If you purchased Client Software Support, Helion will provide this software service (the "Support") to you pursuant to the following terms and conditions:

**Supported Software:**

**ORCATS**

ORCATS

Version 2025

Technical support is provided for listed versions and one version back. Support on older versions is on a limited, "best effort" basis.

**1. SCOPE OF SERVICES**

1.1. Helion will help you to resolve your problems by providing telephone, electronic, remote and onsite assistance to your designated representatives. A resolution is the initial contact and any subsequent contact necessary to resolve the issue for you.

1.1.1. USER will be given a phone number to be used for support after the purchase of a support contract

1.1.2. HELION will use commercially reasonable efforts to provide the following Support services to you:

- Proposed corrections for error messages due to software listed under the contract
- Problem determination may include any of the following actions:
  - Information gathering
  - Analysis
  - Research including reproducing systems
  - Acquiring additional information
- Problem Resolution may include any of the following actions:
  - Providing a resolution to the problem immediately;  
or
  - Providing documented clear steps that Client staff can reasonably take to correct the problem;  
or
  - Following analysis, providing documented clear steps toward problem resolution; or
  - Performing configuration changes to the Helion software;  
or
  - Modifying corrupt data caused by a defect in the software.

1.2. HELION will provide upgrades for error correction, legal requirements and enhancements as they are released. Support shall also include necessary assistance and consultation to assist Client in resolving problems with the use of the Software including the verification, diagnosis and correction of errors and defects in the Software.

Support shall include third party software bundled with the Helion software, as well as updates to documentation.

- 1.3. Helion will provide support for modifications or specialized features made at the request of the Client and performed by Helion.
- 1.4. All modifications or specialized features made at the request of the Client and performed by Helion will be ported to and supported in all future versions and releases of the Software unless authorized in writing from the Client.
- 1.5. The Contract does not cover:
  - 1.5.1. Instances in which the compatibility of the system to the software is in question, or when the configuration is invalid
  - 1.5.2. Remote or on-site training assistance
  - 1.5.3. Software Support on any other products than specifically stated in the Supported Software section of this contract
  - 1.5.4. Helion is not responsible to maintain compatibility with any application not listed as part of the supported Helion software system. Helion will make a good faith effort to notify the Client of any incompatibility between Helion software and third party software.
- 1.6. Database Maintenance
  - 1.6.1. Helion is not the Client's database administrator unless specified in a separate agreement.
  - 1.6.2. Helion will provide on-going consulting on procedures for the backup and restoration of all databases required to run supported Helion software but is not responsible for accuracy or verification of any backups.
  - 1.6.3. Helion will consult with the Client technical staff as needed on the status of all databases required to run supported Helion software and ensure that all database indexes and database features are configured appropriately to ensure the proper functioning of all Helion supported software.
  - 1.6.4. If requested in writing, Helion will ensure that database backups are performed prior to any modification to the database structure and/or schema as part the implementation of new Helion software through new version release or problem resolution.
  - 1.6.5. Helion will perform all database repair and recovery due to database corruption, malfunction, or inconsistency brought about by implementation of new Helion software through new version release or problem resolution, by defects in or improper functioning of the client software, or by third party software used within any Helion supported software.

## **2. RESPONSE TIMES AND SYSTEM ACCESS**

- 2.1. Unless visit was requested by the Client, Helion will provide the Client IT Division with 2 days notice prior to performing a site visit to perform software upgrades or modifications to the database or the client software.
- 2.2. Client shall notify Helion, either by telephone or in writing or email, of any deficiency and shall provide any other information that Helion may reasonably request in determining the nature of the deficiency. Helion shall commence correction of such deficiency in accordance with this section. Helion will provide problem resolution through telephone, electronic, remote and onsite assistance to the Client designated representatives. Resolving the problem may include the initial contact and any subsequent contact and actions necessary to address the initial issue for the Client. Helion will provide the Client with a local telephone or toll-free telephone number, an email address, and a designated point of contact to receive calls or e-mails for trouble reports. The Client shall designate authorized callers (who may change from time to time) for access to the telephone support.

- 2.3. The Client agrees to provide Helion with VPN access or through other secure electronic access technology and services at the Client's expense for purposes of Helion's fulfillment of its maintenance obligations. Such access shall not result in the unnecessary or unreasonable disruption of the Client's business operations.
- 2.4. Helion will respond to system problems that do not prevent normal daily operation of the system (Non-Emergency Response) within 16 business hours of the receipt of the trouble call.
- 2.5. On-Site Support. In an emergency or if all other support options fail, Helion shall have a technician on-site within one (1) business day of a request from the Client. This does not apply to Down System events, as described in Section 2.6.
- 2.6. Down-System Response: The system is considered "down" when any part of the system prevents daily operation ("Down System"). Helion shall respond within two business hours of telephone notification. Response may be by telephone.
- 2.7. Normal Support Hours: At all times from 7:00 a.m. to 5:00 pm Pacific Standard Time (PST) (note: Pacific Daylight Saving Time (PDST) when in effect) weekdays. The hours of Support shall not include New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, and Christmas Day.
- 2.8. Helion will provide support for and is solely responsible for the proper functioning, licensing and distribution of additional or third party software used within their products or distributed with their products as a component of their software. Helion guarantees the functioning of this third party software as a component of their software.
- 2.9. Helion is not liable for any failure or delay in performance due to any cause beyond its control.

### 3. USER RESPONSIBILITIES

- 3.1. **General.** To receive Support, the USER is responsible for complying with the following:
  - 3.1.1. Access to Software Support. USER must confirm that the following conditions are true:
    - The situation giving rise to the question is reproducible;
    - The hardware and operating systems meet minimum HELION requirements;
    - The designated USER representatives will submit all questions to HELION. The USER's designated representatives must have knowledge regarding the facts and circumstances surrounding the incident;
    - The full system, including software and hardware, is available to the representative and accessible by him or her without limit during any telephone discussions with HELION support personnel;
    - The representative will follow the instructions and suggestions of HELION's support personnel, using the full system.
  - 3.1.2. Software/Data Backup. The USER understands and agrees that HELION is not responsible for any loss of software or data.
  - 3.1.3. Payment. HELION must have received payment for Support within 30 days of the date of invoice. USER shall pay an additional fee of 1.5% per month for invoices not paid within such 30-day period.
  - 3.1.4. Installation of newer versions. If the resolution of a problem requires the installation of a newer version of the product, USER agrees to install the new version as part of the resolution process.
- 3.2. Until USER has complied with each of the aforementioned conditions, HELION reserves the right to withhold Support. HELION will notify the USER representative of any corrective action necessary to obtain or continue Support.

### 4. GENERAL TERMS

- 4.1. **Term and Renewal:** You may renew this agreement subject to approval and acceptance by Helion. Helion may change its rates, terms, and conditions for providing support at any time. Helion, at its discretion, may terminate this agreement on thirty (30) days notice to you, in which case you will be entitled to receive a pro-rated refund of any unearned support fees that you have paid. Client, at its discretion, may terminate

this agreement on thirty (30) days notice to Helion, in which case Client shall be entitled to receive a pro-rated refund of any unearned support fees that were paid.

- 4.2. Claims of Confidentiality or Proprietary Rights: You agree that any information or data disclosed or sent to Helion, over the telephone, electronically or otherwise, which is confidential or proprietary to you, will be prominently marked as confidential or proprietary.
- 4.3. Entire Agreement: This Contract is the entire agreement between you and Helion with respect to its subject matter and none of Helion's employees or agents may orally vary the terms and conditions of this Contract.
- 4.4. This contract is valid for term specified in Section 6. You will be automatically invoiced for the next year 30 days prior to expiration. Payment of the renewal invoice shall constitute an automatic renewal of this agreement.

## 5. ORCATS SPECIFIC TERMS

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

Helion Start Menu Deployer	Tax Season Steps Website
Real Account Manager Property Appraisal Ratio Study Commercial Appraisal Property Sales Real Librarian Mass Recalc	Property Query Property Search Property Search Online Mailing Address Maintenance
MS Account Manager	Assessment Administration Workflow Management Permits Image Processing
Personal Property Account Manager Personal Property eFiling (Add'll Cost)	ORCATS Management File Service Custom Query
Utility Property Account Manager	Lookup Table Maintenance ORCATS Integration Services Helion Management
Tax Receipting Tax Voucher Tax Reports Turnover Distribution Data Exchange Tax Administration Tax Calculator	Address Parser Name Parser Custom Query
Tax Rate Calculation Tax Extension Assessment Year End Tax Statements	Assessment and Tax Database Views

### 5.2. Additional Support

Helion will assist County with the following Data Manipulation either directly or by providing an application so the County can perform the tasks themselves:

- Changing a value from Entered to Calculated or Calculated to Entered at the following levels:
  - Improvement
  - Accessories
  - Floor
  - Inventory

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

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

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

**6. TERM OF CONTRACT**

Term of contract: July 1<sup>st</sup>, 2025 to June 30<sup>th</sup>, 2026

Support 2025-2026	Due July 1, 2025 - \$94,086
Personal Property eFiling	\$7,500
 Total Contract Amount	 \$101,586.00

Helion Software, Inc.

Client: County

Signature

 May 12, 2025  
Murray Giesbrecht Date

\_\_\_\_\_

Name: \_\_\_\_\_

Chief Executive Officer

Title: \_\_\_\_\_

Date: \_\_\_\_\_