

**COLUMBIA COUNTY - CITY OF ST HELENS
INTERGOVERNMENTAL AGREEMENT
PERMIT DATA COMPILATION SERVICES**

PARTIES

This Intergovernmental Agreement (“Agreement”) is entered into by and between Columbia County, a political subdivision of the State of Oregon (“County”), and the City of St Helens, a municipal corporation of the State of Oregon (“City”), either of which hereinafter may be referred individually as a “Party” or collectively as the “Parties”.

RECITALS

WHEREAS, by the authority granted in ORS 190.010, a unit of local government may enter into a written agreement with another unit of local government to perform any and all functions that a party to the agreement, its officers or agencies, have the authority to perform; and

WHEREAS, the County currently compiles electronic Address, Parcel and Owner (APO) data (“County Data”) in its Assessment & Taxation database, and further extracts and converts the necessary APO data into Accela Automation Data for County Permit Administration, using Accela Automation Standards, and the City wishes to engage the County to similarly collect and convert City APO data into Accela Automation Data for areas within the City (“City Data”) and provide such City Data to the City for its use (the “Services”); and

WHEREAS, the County has qualified staff able to provide the Services to the City; and

WHEREAS, the City desires to engage the County to provide the Services as outlined above; and

WHEREAS, the County desires and is able to provide the Services to the City; and

WHEREAS, the County and the City desire to set the terms and conditions for the County to provide the Services to the City in this Agreement.

AGREEMENT

In consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt of which are hereby acknowledged, it is hereby agreed to between the Parties as follows:

1. **Effective Date.** This Agreement shall become effective on July 1, 2025.
2. **Term.** This Agreement shall commence on the Effective Date and shall expire on Jun 30, 2026 (the “Initial Term”), unless terminated earlier pursuant to this Agreement. The Agreement shall automatically renew annually for four (4) additional one (1) year terms, (each a “Renewal Term”) unless either party provides written notice not to renew the Agreement at least thirty (30) days prior to the end of the then-current term.

3. Provision of Services. Columbia County agrees to provide the Services as further defined below:

The County will collect and convert City APO data into Accela Automation Data for areas within the City and provide such City Data to the City for its use on a quarterly basis (January, April, August, October). The County reserves the right to prioritize compiling County Data. If the County is unable to complete the Services within the time periods established in this Agreement, Columbia County shall notify the City.

4. Compensation/Invoicing. County shall bill the City for work performed on an hourly basis at the current hourly rate of the County employee(s) compiling the City Data. Said amount shall include all expenses and constitute the complete compensation owed by City to County for performance of the Services under this Agreement. Time will be billed in half-hour increments. Unless otherwise agreed to in writing by the parties, the County shall bill the City annually at the end of each term as provided in Section 2, above. City shall make payment in a single lump sum within 30 days of each such billing. The Parties do not anticipate the County's performance of its obligations under this agreement to exceed more than 5 hours in a single billing cycle. In the event the County requires additional time to fully perform its obligations under this Agreement, the County will provide the City with an estimate of the additional time needed, and will work for such additional time only after receiving written authorization from the City to proceed.

5. Contract Representatives. Contract representatives for this Agreement are the following:

For County:

Andrea Jurkiewicz, Columbia County Assessor
Columbia County Courthouse
230 Strand Street
St. Helens, Oregon 97051
andrea.jurkiewicz@columbiacountyor.gov
(503) 397-7413

For City:

John Walsh, City Administrator
City of St. Helens
265 Strand Street
St. Helens, Oregon 97051
jwalsh@sthelensoregon.gov
503-397-6272

All correspondence shall be sent to the above addresses when written notification is necessary. Representatives of the parties to this Agreement can be changed or substituted by either party providing written notice to the other party at the provided address.

6. Termination. This Agreement may be terminated by either party, without cause, upon thirty (30) days prior written notice to the other party. In the event either Party fails to substantially perform their respective obligations under this Agreement (a "Default"), this Agreement may be terminated immediately by the non-Defaulting Party and all costs incurred and fees earned by the County prior to the termination shall be paid by the City to the County.
7. Independent Contractor. The County is hereby engaged as an independent contractor, and will be so deemed for purposes of this Agreement and any applicable laws, regulations or policies relating to contracting or employment.
8. Assignment. Any assignment, subcontract, or delegation of the Services by Columbia County, in its sole discretion, to any other person, firm or corporation requires the City's express consent in writing.
9. Records; Reports. Each party shall maintain records of its costs and expenses under this Agreement for a period of not less than three (3) fiscal years following completion of this Agreement. Upon reasonable advance notice, either Party may, from time to time, inspect, audit, and make copies of the other Party's records relating to this Agreement. Upon the written request of the City, the County shall, within a reasonable time, provide a written report on the progress of and information related to the Services as outlined in this Agreement.
10. Indemnification. To the extent of the limitations of the Oregon Tort Claims Act, the Oregon Constitution and the respective charters, each of the Parties hereto agrees to indemnify and hold harmless the other Party, its officers, agents and employees, from and against all third party claims, suits, actions, damages, costs, losses and expenses, including reasonable attorney fees, at trial and on appeal, in any manner resulting from, arising out of, or connected to the Party's performance, or failure to perform, its obligations under this Agreement; except liability arising out of the indemnified party's gross negligence or willful act or omission.
11. Non-Discrimination. The Parties agree that no person shall, on the grounds of race, color, creed, national origin, sex, sexual orientation, marital status, disability, or age, suffer discrimination in the performance of this Agreement.
12. Non-Appropriation. In the event sufficient funds shall not be appropriated for the payment of consideration required to be paid under this Agreement, and if the City has no funds legally available for consideration from other sources, then either Party may terminate this Agreement pursuant to Section 6 of this Agreement. In the event of such termination, the County may immediately cease its performance of their obligations under this Agreement. The City shall be obligated to pay the County for that portion of the Services performed by the County in accordance with Section 6, above.
13. Legal Fees. In the event any action, suit or proceeding, including any appeals therefrom, is brought for failure to observe or perform any of the terms of this Agreement, each Party shall

be responsible for its own attorney's fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.

14. Non-Waiver. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of that or any other provision of this Agreement.
15. Time of the Essence. The Parties agree that time is of the essence in this Agreement.
16. Choice of Law. This Agreement shall be governed by the laws of the State of Oregon.
17. 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.
18. 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 remainder of this Agreement.
19. Entire Agreement. This Agreement 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 for the specific purpose given. There are no understandings, agreements, or representations, oral or written, regarding this Agreement that are not contained within the terms of this Agreement.

// //

// //

// //

// //

// //

// //

20. Authorization. The Parties, by signature of respective authorized representatives below, hereby acknowledge that they have reviewed, understand and agree to the terms and conditions of this Agreement.

Dated this _____ day of _____, 2025

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

Kellie Jo Smith, Chair

Margaret Magruder, Commissioner

Casey Garrett, Commissioner

Approved as to Form:

Office of County Counsel

CITY OF ST HELENS

City Manager

Attested:

City Recorder

Approval as to Form:

City Attorney