



CROOK COUNTY WORK SESSION AGENDA

Wednesday, December 27, 2023 at 9:00 am

**Crook County Administration Conference Room I 203 NE Court St. I
Prineville OR**

Members of the public and media are welcome to attend in person or via Zoom: Phone: 1-253-215-8782; Meeting ID: 962 4214 4333; Passcode: 970900

PUBLIC COMMENT

DISCUSSION

1. Approval of SHSP Grant for New Generator at the Emergency Operations Center

Requester: Andy Pearson

Emergency Manager Crook County Sheriff's Office

2. 2023-2025 IGA for the Financing of Local Public Health Services in Crook County Agreement #180007-4

Requester: Katie Plumb

Health & Human Services Director

3. 2023-2025 IGA for the Financing of Local Public Health Services in Crook County Agreement #180007-5

Requester: Katie Plumb

Health & Human Services Director

4. Broadband Technical Assistance Program (BTAP)

Requester: Will VanVactor

Community Development Director

5. ODOT Intergovernmental Agreement

Requester: Kelly Coffelt

Airport Manager

6. Clear Ballot Contract and Master Services Agreement Renewal

Requester: Cheryl Seely

Crook County Clerk

7. Amendment to TownCloud Inc. Contract

Requester: Christina Haron
Finance Director

8. Consider Board/Committee Appointment Recommendations

9. Solid Waste Advisory Committee

Requester: Jacquie Davis
Crook County Landfill Manager

10. Republic Services update regarding briefing from analytical team meeting held on December 20, 2023

Requester: Jacquie Davis
Crook County Landfill Manager

ADMINISTRATOR REPORT

COURT MEMBER UPDATES

EXECUTIVE SESSION

- 11. ORS 192.660(2)(h) Consulting with Counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.**
- 12. ORS 192.660(2)(e) For the purpose of conducting deliberations with persons designated by the governing body to negotiate real property transactions**

NOTICE AND DISCLAIMER

The Crook County Court is the governing body of Crook County, Oregon, and holds work sessions to deliberate upon matters of County concern. As part of its efforts to keep the public apprised of its activities, the Crook County Court has published this PDF file. This file contains the material to be presented before the County Court for its next scheduled work session.

Please note that while County staff members make a dedicated effort to keep this file up to date, documents and content may be added, removed, or changed between when this file is posted online and when the County Court meeting is held. The material contained herein may be changed at any time, with or without notice.

CROOK COUNTY MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE, OR FOR ANY OTHER MATTER. THE COUNTY IS NOT RESPONSIBLE FOR POSSIBLE ERRORS, OMISSIONS, MISUSE, OR MISINTERPRETATION.

Please also note that this file does not contain any material scheduled to be discussed at an executive session, or material the access to which may be restricted under the terms of Oregon law.

If you are interested in obtaining additional copies of any of the documents contained herein, they may be obtained by completing a Crook County Public Records Request form. Request forms are available on the County's website or at the County Administration office at 203 NE Court Street, in Prineville.

Additional items may be discussed that arise too late to be included as a part of this notice. For information about adding agenda items, please contact the County Administration office at 447-6555. Assistance to handicapped individuals is provided with advance notice.

Contact: Seth Crawford (seth.crawford@co.crook.or.us (541) 447-6555) | Agenda published on 12/21/2023 at 11:28 AM

AGENDA ITEM REQUEST



Date:

Meeting date desired:

Subject:

Approval of SHSP Grant for New Generator at the Emergency Operations Center

Background and policy implications:

See attached grant paperwork

Budget/fiscal impacts:

This is likely a fully funded project through the SHSP Grant with little effect on general fund.

Requested by:

Andy Pearson, Emergency Manager Crook County Sheriff Office

andy.pearson@crookcountysheriff.org

Presenters:

Andy Pearson

Legal review (only if requested): N/A

Legal has reviewed the grant and sees no issues with going forward.

Elected official sponsor (if applicable): N/A

If the item request is submitted after the due date/time, an elected official sponsor is needed.

**OREGON DEPARTMENT OF EMERGENCY MANAGEMENT
HOMELAND SECURITY GRANT PROGRAM
STATE HOMELAND SECURITY PROGRAM
CFDA # 97.067**

Crook County

\$32,082

Grant No: 23-219

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Department of Emergency Management, hereinafter referred to as “OEM,” and **Crook County**, hereinafter referred to as “Subrecipient,” and collectively referred to as the “Parties.”

1. **Effective Date.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law. Reimbursements will be made for Project Costs incurred beginning on **October 1, 2023**, and ending, unless otherwise terminated or extended, on **September 30, 2025** (the “Grant Award Period”). No Grant Funds are available for expenditures after the Grant Award Period. OEM’s obligation to disburse Grant Funds under this Agreement is subject to Sections 6 and 10 of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

- Exhibit A: **Project Description and Budget**
- Exhibit B: **Federal Requirements and Certifications**
- Exhibit C: **Subagreement Insurance Requirements**
- Exhibit D: **Information required by 2 CFR 200.332(a)**

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: Exhibit B; this Agreement without Exhibits; Exhibit A; Exhibit C.

3. **Grant Funds.** In accordance with the terms and conditions of this Agreement, OEM shall provide Subrecipient an amount not to exceed \$32,082 in Grant Funds for eligible costs described in Section 6 hereof. Grant Funds for this Program will be from the Fiscal Year 2023 State Homeland Security Program (SHSP) grant.
4. **Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by OEM by amendment pursuant to Section 11.d hereof.

5. Fiscal and Programmatic Performance Reports.

- a. Subrecipient agrees to submit fiscal and programmatic performance reports, using a form provided by OEM, on its progress in meeting each of the agreed upon milestones. The narrative reports will address specific information regarding the activities carried out under the FY 23 State Homeland Security Program. This report will also provide space to disclose financial activities during that reporting period.
- b. Reports are due to OEM on or before the 15th day of the month following each subsequent calendar quarter (ending on March 31, June 30, September 30, and December 31).
- c. Subrecipient may request from OEM prior written approval to extend a performance report requirement past its due date. OEM, in its sole discretion, may approve or reject the request.
- d. Failure of Subrecipient to submit the required program, financial, or audit reports, or to resolve program, financial, or audit issues may result in the suspension of grant payments, termination of this Agreement, or both.

6. Disbursement and Recovery of Grant Funds.

- a. **Disbursement Generally.** OEM shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by OEM upon approval by OEM of an RFR. Eligible costs are the reasonable and necessary costs incurred by Subrecipient for the Project, in accordance with the State Homeland Security Program guidance and application materials, including without limitation the United States Department of Homeland Security Notice of Funding Opportunity (NOFO), that are not excluded from reimbursement by OEM, either by this Agreement or by exclusion as a result of financial review or audit. The guidance, application materials and NOFO are available at <http://www.oregon.gov/oem/emresources/Grants/Pages/HSGP.aspx>.
- b. **Reimbursement Process.**
 - i. To receive reimbursement, Subrecipient must submit a signed Request for Reimbursement (RFR), using a form provided by OEM that includes supporting documentation for all grant expenditures. RFRs may be submitted monthly but no less frequently than quarterly, if expenses occurred during that quarter, during the term of this Agreement. RFRs must be submitted on or before 15 days following each subsequent calendar quarter (ending on March 31, June 30, September 30, and December 31). The final RFR must be submitted no later than 30 days following the end of the Grant Award Period (the "RFR Deadline"). OEM has no obligation to reimburse Subrecipient for any RFR submitted after the RFR Deadline.
 - ii. Reimbursements for expenses will be withheld if performance reports are not submitted by the specified dates or are incomplete.
 - iii. Reimbursement rates for travel expenses shall not exceed those allowed by the State of Oregon. Requests for reimbursement for travel must be supported with a detailed

statement identifying the person who traveled, the purpose of the travel, the dates, times, and places of travel, and the actual expenses or authorized rates incurred.

iv. Reimbursements will only be made for actual expenses incurred during the Grant Award Period. Expenses incurred before or after the Grant Award Period are not eligible for reimbursement.

c. Conditions Precedent to Disbursement. OEM's obligation to disburse Grant Funds to Subrecipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- i. OEM has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow OEM, in the exercise of its reasonable administrative discretion, to make the disbursement.
- ii. Subrecipient is in compliance with the terms of this Agreement including, without limitation, Exhibit B and the requirements incorporated by reference in Exhibit B.
- iii. Subrecipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

iv. Subrecipient has provided to OEM a RFR in accordance with Section 5.b of this Agreement.

d. Recovery of Grant Funds. Any funds disbursed to Subrecipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement ("Unexpended Funds") must be returned to OEM. Subrecipient shall return all Misexpended Funds to OEM promptly after OEM's written demand and no later than 15 days after OEM's written demand.

7. Representations and Warranties of Subrecipient. Subrecipient represents and warrants to OEM as follows:

a. Organization and Authority. Subrecipient is a political subdivision of the State of Oregon and is eligible to receive the Grant Funds. Subrecipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Subrecipient of this Agreement (1) have been duly authorized by all necessary action of Subrecipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Subrecipient is a party or by which Subrecipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Subrecipient of this Agreement.

b. Binding Obligation. This Agreement has been duly executed and delivered by Subrecipient and constitutes a legal, valid and binding obligation of Subrecipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

- c. **No Solicitation.** Subrecipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- d. **NIMS Compliance.** By accepting FY 2023 funds, Subrecipient certifies that it has met National Incident Management System (NIMS) compliance activities outlined in the Oregon NIMS Requirements located through OEM at http://www.oregon.gov/oem/emresources/Plans_Assessments/Pages/NIMS.aspx.

The warranties set forth in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. Records Maintenance and Access; Audit.

- a. **Records, Access to Records and Facilities.** Subrecipient shall make and retain proper and complete books of record and account and 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. Subrecipient acknowledges and agrees, and Subrecipient will require its contractors, subcontractors, sub-recipients (collectively hereafter "contractors"), successors, transferees, and assignees to acknowledge and agree, to provide OEM, Oregon Secretary of State (Secretary), Office of Inspector General (OIG), Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), or any of their authorized representatives, access to records, accounts, documents, information, facilities, and staff. Subrecipient and its contractors must cooperate with any compliance review or complaint investigation by any of the above listed agencies, providing them access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary. The right of access is not limited to the required retention period but shall last as long as the records are retained.
- b. **Retention of Records.** Subrecipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for until the latest of (a) six years following termination, completion or expiration of this Agreement, (b) upon resolution of any litigation or other disputes related to this Agreement, or (c) as required by 2 CFR 200.333. It is the responsibility of Subrecipient to obtain a copy of 2 CFR Part 200, and to apprise itself of all rules and regulations set forth.
- c. **Audits.**
 - i. If Subrecipient expends \$750,000 or more in Federal funds (from all sources) in its fiscal year, Subrecipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR 200 Subpart F. Copies of all audits must be submitted to OEM within 30 days of completion. If Subrecipient expends less than \$750,000 in its fiscal year in Federal funds, Subrecipient is exempt from Federal audit

requirements for that year. Records must be available for review or audit by appropriate officials as provided in Section 8.a. herein.

- ii. Audit costs for audits not required in accordance with 2 CFR 200 Subpart F are unallowable. If Subrecipient did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the grant.
- iii. Subrecipient shall save, protect and hold harmless the OEM from the cost of any audits or special investigations performed by the Secretary or any federal agency with respect to the funds expended under this Agreement. Subrecipient acknowledges and agrees that any audit costs incurred by Subrecipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Subrecipient and the State of Oregon.

9. Subrecipient Procurements; Property and Equipment Management and Records; Subcontractor Indemnity and Insurance

- a. **Subagreements.** Subrecipient may enter into agreements (hereafter “subagreements”) for performance of the Project. Subrecipient shall use its own procurement procedures and regulations, provided that the procurement conforms to applicable Federal and State law (including without limitation ORS chapters 279A, 279B, 279C, and that for contracts for more than \$150,000, the contract shall address administrative, contractual or legal remedies for violation or breach of contract terms and provide for sanctions and penalties as appropriate, and for contracts for more than \$10,000 address termination for cause or for convenience including the manner in which termination will be effected and the basis for settlement).
 - i. Subrecipient shall provide to OEM copies of all Requests for Proposals or other solicitations for procurements anticipated to be for \$100,000 or more and to provide to OEM, upon request by OEM, such documents for procurements for less than \$100,000. Subrecipient shall include with its RFR a list of all procurements issued during the period covered by the report.
 - ii. All subagreements, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner that encourages fair and open competition to the maximum practical extent possible. All sole-source procurements in excess of \$100,000 must receive prior written approval from OEM in addition to any other approvals required by law applicable to Subrecipient. Justification for sole-source procurement in excess of \$100,000 should include a description of the program and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
 - iii. Subrecipient shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to OEM.

- iv. Subrecipient agrees that, to the extent it uses contractors, such contractors shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

b. Purchases and Management of Property and Equipment; Records. Subrecipient agrees to comply with all applicable federal requirements referenced in Exhibit B, Section II.C.1 to this Agreement and procedures for managing and maintaining records of all purchases of property and equipment will, at a minimum, meet the following requirements:

- i. All property and equipment purchased under this agreement, whether by Subrecipient or a contractor, will be conducted in a manner providing full and open competition and in accordance with all applicable procurement requirements, including without limitation ORS chapters 279A, 279B, 279C, and purchases shall be recorded and maintained in Subrecipient's property or equipment inventory system.
- ii. Subrecipient's property and equipment records shall include: a description of the property or equipment; the manufacturer's serial number, model number, or other identification number; the source of the property or equipment, including the Catalog of Federal Domestic Assistance (CFDA) number; name of person or entity holding title to the property or equipment; the acquisition date; cost and percentage of Federal participation in the cost; the location, use and condition of the property or equipment; and any ultimate disposition data including the date of disposal and sale price of the property or equipment.
- iii. A physical inventory of the property and equipment must be taken and the results reconciled with the property and equipment records at least once every two years.
- iv. Subrecipient must develop a control system to ensure adequate safeguards to prevent loss, damage, or theft of the property and equipment. Subrecipient shall investigate any loss, damage, or theft and shall provide the results of the investigation to OEM upon request.
- v. Subrecipient must develop, or require its contractors to develop, adequate maintenance procedures to keep the property and equipment in good condition.
- vi. If Subrecipient is authorized to sell the property or equipment, proper sales procedures must be established to ensure the highest possible return.
- vii. Subrecipient agrees to comply with 2 CFR 200.313 pertaining to use and disposal of equipment purchased with Grant Funds, including when original or replacement equipment acquired with Grant Funds is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency.
- viii. Subrecipient shall require its contractors to use property and equipment management requirements that meet or exceed the requirements provided herein applicable to all property and equipment purchased with Grant Funds.
- ix. Subrecipient shall, and shall require its contractors to, retain the records described in this Section 9.b. for a period of six years from the date of the disposition or replacement or transfer at the discretion of OEM. Title to all property and equipment purchased with Grant Funds shall vest in Subrecipient if Subrecipient provides written certification to OEM that it will use the property and equipment for purposes consistent with the State Homeland Security Program.

- c. **Subagreement indemnity; insurance.** Subrecipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless OEM 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 other party to Subrecipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that OEM shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of OEM, be indemnified by the other party to Subrecipient's subagreement(s) from and against any and all Claims.

Any such indemnification shall also provide that neither Subrecipient's contractor(s) nor any attorney engaged by Subrecipient's contractor(s) shall defend any claim in the name of OEM or any agency of the State of Oregon (collectively "State"), nor purport to act as legal representative of the State or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Subrecipient's contractor is prohibited from defending State or that Subrecipient's contractor is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Subrecipient's contractor if State elects to assume its own defense.

Subrecipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement.

10. Termination

- a. **Termination by OEM.** OEM may terminate this Agreement effective upon delivery of written notice of termination to Subrecipient, or at such later date as may be established by OEM in such written notice, if:
- i. Subrecipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Subrecipient is, for any reason, rendered improbable, impossible, or illegal; or
 - ii. OEM fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow OEM, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
 - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
 - iv. The Project would not produce results commensurate with the further expenditure of funds; or
 - v. Subrecipient takes any action pertaining to this Agreement without the approval of OEM and which under the provisions of this Agreement would have required the approval of OEM.

vi. OEM determines there is a material misrepresentation, error or inaccuracy in Subrecipient's application.

- b. Termination by Subrecipient.** Subrecipient may terminate this Agreement effective upon delivery of written notice of termination to OEM, or at such later date as may be established by Subrecipient in such written notice, if:
- i. The requisite local funding to continue the Project becomes unavailable to Subrecipient; or
 - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days notice to the other Party and failure of the other Party to cure within the ten days, if the other Party fails to comply with any of the terms of this Agreement.
- d. Settlement upon Termination.** Immediately upon termination under Sections 10.a.i, v., or vi, no Grant Funds shall be disbursed by OEM and Subrecipient shall return to OEM Grant Funds previously disbursed to Subrecipient by OEM in accordance with Section 6.d and the terminating party may pursue additional remedies in law or equity. Termination of this Agreement does not relieve Subrecipient of any other term of this Agreement that may survive termination, including without limitation Sections 11.a and c.

11. GENERAL PROVISIONS

- a. Contribution.** To the extent authorized by law, Subrecipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless OEM and its officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorneys' fees incurred related to any actual or alleged act or omission by Subrecipient, or its employees, agents or contractors. This Section shall survive expiration or termination of this Agreement.
- b. Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this 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. Each party shall bear its own costs incurred under this Section 11.b.
- c. Responsibility for Grant Funds.** Subrecipient, pursuant to this Agreement with OEM, shall assume sole liability for its breach of the conditions of this Agreement, and shall, upon its breach of conditions that causes or requires OEM to return funds to DHS or FEMA, hold harmless and indemnify OEM for an amount equal to the funds received under this Agreement; or if legal limitations apply to the Subrecipient's indemnification ability, the indemnification amount shall be the maximum amount of funds available to Subrecipient for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.

- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. **Duplicate Payment.** Subrecipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. **No Third Party Beneficiaries.** OEM and Subrecipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

Subrecipient acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to Subrecipient, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the this Agreement.

- g. **Notices.** Except as otherwise expressly provided in this Section, any communications between the parties hereto or notice to be given hereunder shall be given in writing by personal delivery, facsimile, email or mailing the same by registered or certified mail, postage prepaid to Subrecipient or OEM at the appropriate address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and sent by registered or certified mail shall be deemed delivered upon receipt or refusal of receipt. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed Notices under this Section unless receipt by the other party is expressly acknowledged in writing by the receiving party.
- h. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by, construed in accordance with, and enforced under the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between OEM (or any other agency or department of the State of Oregon) and Subrecipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of the Circuit Court of Marion County in the State of Oregon, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

- i. **Compliance with Law.** Subrecipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation as described in Exhibit B.
- j. **Insurance; Workers' Compensation.** All employers, including Subrecipient, that employ subject workers who provide services 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. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Subrecipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. **Independent Contractor.** Subrecipient shall perform the Project as an independent contractor and not as an agent or employee of OEM. Subrecipient has no right or authority to incur or create any obligation for or legally bind OEM in any way. Subrecipient acknowledges and agrees that Subrecipient is not an "officer", "employee", or "agent" of OEM, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- m. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. **Integration and Waiver.** This Agreement, including all Exhibits and referenced documents, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Subrecipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

THE PARTIES, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

SIGNATURE PAGE TO FOLLOW

Crook County

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY
(If required for Subrecipient)

By _____
Subrecipient's Legal Counsel

Date _____

Subrecipient Program Contact:
Andy Pearson
Emergency Manager
Crook County
458-287-1466
andy.pearson@crookcountysheriff.org

Subrecipient Fiscal Contact:

STATE OF OREGON, acting by and through its
Department of Emergency Management

By _____

Name _____
(printed)
Preparedness Section Manager, OEM

Date _____

APPROVED AS TO LEGAL SUFFICIENCY
10/17/23

OEM Program Contact:
Kevin Jeffries
Grants Coordinator
Oregon Department of Emergency Management
PO Box 14370
Salem, OR 97309-5062
Phone: 503-378-3661
Email: kevin.jeffries@oem.oregon.gov

OEM Fiscal Contact:
Yu Chen
Grants Accountant
Oregon Department of Emergency Management
PO Box 14370
Salem, OR 97309-5062
503-378-3734
yu.chen@oem.oregon.gov

EXHIBIT A

Project Description and Budget

I. Project Description

Scope of work: This project will fund the purchase and installation of a back-up power generator for the Crook County Emergency Operations Center located at 4550 SW Airport Rd. Prineville, Oregon.

Core Capability Addressed: Infrastructure Systems

Investment Justification: Soft Target Hardening

II. Budget

Grant Funds:	\$32,082
Total Budget:	\$32,082
Equipment	\$32,082
Total (Grant)	\$32,082

EHP FUNDING HOLD: \$32,082

There is a funding hold on this project until OEM receives approval of the project from FEMA after their Environmental and Historical Preservation (EHP) review. OEM will notify subrecipient when this hold has been released. Do not spend funds on this project until you have been notified that this hold has been removed.

EXHIBIT B

Federal Requirements and Certifications

I. General.

Subrecipient agrees to comply with all federal requirements applicable to this Agreement. Those federal requirements include, without limitation, financial management and procurement requirements; requirements for maintaining accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP); and all other financial, administrative, and audit requirements as set forth in the most recent versions of the Code of Federal Regulations (CFR), Department of Homeland Security (DHS) program legislation, and DHS/Federal Emergency Management Agency (FEMA) program regulations and requirements. References below to “recipient” include Subrecipient.

1 - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, (codified as amended at 15 U.S.C. section 2225.)

2 - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

3 - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942. Article XXXVI - Reporting of Matters Related to Recipient Integrity and Performance If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

4 - Lobbying Prohibitions

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any

federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

5 - False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729-3733, which prohibit the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

6 - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

7 - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

8 - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313.

9 - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at C.F.R. Part 17 and 44 C.F.R. Part 19.

10 – Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

11 - Reporting Subawards and Executive Compensation

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

12 - Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United

States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

13 - Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409,

II Other Applicable Federal Regulations

1 - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the *Civil Rights Act of 1964*, (42 U.S.C. section 2000d *et seq.*) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-peoplelimited> and additional resources on <http://www.lep.gov>.

2- Universal Identifier and System of Award Management

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

3 - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101- 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

4 - SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

5 - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. section 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

6 - National Environmental Policy Act

Recipients must comply with the requirements of the *National Environmental Policy Act of 1969 (NEPA)*, Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 *et seq.*) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

7 - Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

8 - USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001* (USA PATRIOT Act), Pub. L. No. 107-56, which amends 18 U.S.C. sections 175-175c.

9 - Age Discrimination Act of 1975

Recipients must comply with the requirements of the *Age Discrimination Act of 1975*, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

10 - Civil Rights Act of 1964 - Title VI

Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (codified as amended at 42 U.S.C. section 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

11 - RESERVED

12 - Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

13 - Trafficking Victims Protection Act of 2000 (TVPA)

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

14- Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.

15 - Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

16 - Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the *Drug-Free Workplace Act of 1988* (41 U.S.C. sections 8101-8106).

16 - Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

17 - Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an EHP review are subject to the FEMA Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/ FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website at:

<https://www.fema.gov/media-library/assets/documents/90195>. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive order, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

18 - Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect.

DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance at

http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and Privacy Template at https://www.dhs.gov/sites/default/files/publications/privacy_pia_template_2017.pdf as useful resources respectively.

19 - Civil Rights Act of 1968

Recipients must comply with Title VIII of the *Civil Rights Act of 1968*, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 *et seq.*), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

20- Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

21 - Activities Conducted Abroad

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

22- Energy Policy and Conservation Act

Recipients must comply with the requirements of the *Energy Policy and Conservation Act*, Pub. L. 94-163 (1975) (codified as amended at 42 U.S.C. section 6201 *et seq.*), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

23 - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the *Resource Conservation and Recovery Act*, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

EXHIBIT C

Subagreement Insurance Requirements

GENERAL.

Subrecipient shall require in its first tier subagreements with entities 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 ADDITIONAL INSURED, “TAIL” COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences; and ii) maintain the insurance in full force throughout the duration of the subagreement. 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 OEM.

Subrecipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Subrecipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Subrecipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Subrecipient permit work under a subagreement when Subrecipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, “first tier” means a subagreement in which Subrecipient is a Party.

TYPES AND AMOUNTS.

i. WORKERS COMPENSATION. Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers’ compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers’ liability insurance with coverage limits of not less than \$500,000 must be included.

ii. COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to OEM. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by OEM:

Bodily Injury, Death and Property Damage:

Not less than \$1,000,000 per occurrence, (for all claimants for claims arising out of a single accident or occurrence) and an annual aggregate limit of not less than \$2,000,000.

iii. AUTOMOBILE Liability Insurance: Automobile Liability.

Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for “Commercial General Liability” and “Automobile Liability”). Automobile Liability Insurance must be in not less than the following amounts as determined by OEM:

Bodily Injury, Death and Property Damage:

Not less than \$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence) and an annual aggregate limit of not less than \$2,000,000.

ADDITIONAL INSURED. The Commercial General Liability Insurance and Automobile Liability insurance must include OEM, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the subagreement. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"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 subagreement, for a minimum of 24 months following the later of : (i) the contractor's completion and Subrecipient's acceptance of all Services required under the subagreement or, (ii) the expiration of all warranty periods provided under the subagreement. 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 OEM may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If OEM 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 Subrecipient 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. Subrecipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the subagreement. 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. **INSURANCE REQUIREMENT REVIEW.** Subrecipient agrees to periodic review of insurance requirements by OEM under this Agreement and to provide updated requirements as mutually agreed upon by OEM and Subrecipient.

OEM ACCEPTANCE. All insurance providers are subject to OEM acceptance. If requested by OEM, Subrecipient shall provide complete copies of its contractors' insurance policies, endorsements, self-insurance documents and related insurance documents to OEM's representatives responsible for verification of the insurance coverages required under this Exhibit C.

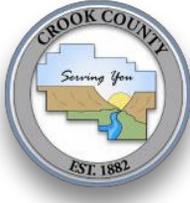
Exhibit D
Information required by 2 CFR 200.332(a)

1. Federal Award Identification:
 - (i) Sub-recipient name (which must match registered name in Sam.gov): Crook County
 - (ii) Sub-recipient's Unique Entity Identifier (UEI):
 - (iii) Federal Award Identification Number (FAIN): EMW-2023-SS-00004
 - (iv) Federal Award Date: September 1, 2023
 - (v) Sub-award Period of Performance Start and End Date: From October 1, 2023, to September 30, 2025
 - (vi) Sub-award Budget Period Start and End Date: From October 1, 2023, to September 30, 2025
 - (vii) Amount of Federal Funds Obligated by this Agreement \$32,082
 - (viii) Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this agreement *: \$32,082
 - (ix) Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: \$32,082
 - (x) Federal award project description: State Homeland Security Program Grant plays an important role in the implementation of the National Preparedness System by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation.
 - (xi)
 - (a) Name of Federal awarding agency: U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA)
 - (b) Name of Pass-through entity: Oregon Department of Emergency Management
 - (c) Contact information for awarding official: Erin McMahan, Director – Oregon Department of Emergency Management, PO Box 14370, Salem, OR 97309-5062
 - (xii) Assistance Listings Number and Title: 97.067 Homeland Security Grant Program
Amount: \$ 8,647,500.00
 - (xiii) Is Award R&D? No
 - (xiv) Indirect cost rate for the Federal award: 0%

2. Subrecipient's indirect cost rate: 0%

*The Total amount of Federal Funds Obligated to the Subrecipient by the pass-through entity is the Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity during the current fiscal year

AGENDA ITEM REQUEST



Date:

12/12/2023

Meeting date desired:

12/27, 1/3

Subject:

2023-2025 IGA for the Financing of Local Public Health Services in Crook County Agreement #180007-4

Background and policy implications:

One of many periodic contract amendments updating program-level funding. This specific amendment reconciles and reallocates COVID funding (PE01-08, PE01-09, and PE01-10) rolled over from FY23. Ballot Measure 108 tobacco tax funds were allocated to the Tobacco Prevention & Education Program (PE13), additional funds were awarded via ARPA Workforce Funding (PE51-03), and Overdose Prevention funds were allocated through PE62.

Budget/fiscal impacts:

PE01-08 \$11,718.76; these funds were not anticipated in FY24 or included in the budget

PE01-09 \$287,896.15; \$37,896 more than budgeted

PE01-10 \$97,582.72; \$53,317 less than budgeted

PE13 \$103,358 – total for FY24 \$325,797.86; this is \$102,797 more than was budgeted for FY24

PE51-03 \$38,871.19 – total for FY24 \$49,527.19; this is \$27,603 less than was budgeted for FY24. We may still receive additional funding in future amendments

PE62 \$112,076 – total for FY24 \$130,756; this is \$55,756 more than was budgeted for FY24

Requested by:

Katie Plumb, Health & Human Services Director
kplumb@crookpublichealthor.gov 541-447-5165

Presenters:

Katie Plumb, Health & Human Services Director

Legal review (only if requested):

Elected official sponsor (if applicable):

Agreement #180007



**FOURTH AMENDMENT TO OREGON HEALTH AUTHORITY
2023-2025 INTERGOVERNMENTAL AGREEMENT FOR THE
FINANCING OF PUBLIC HEALTH SERVICES**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to dhs-oha.publicationrequest@state.or.us or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This Fourth Amendment to Oregon Health Authority 2023-2025 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2023, (as amended the “Agreement”), is between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and Crook County, (“LPHA”), the entity designated, pursuant to ORS 431.003, as the Local Public Health Authority for Crook County. OHA and LPHA are each a “Party” and together the “Parties” to the Agreement.

RECITALS

WHEREAS, OHA and LPHA wish to modify the Fiscal Year 2024 (FY24) Financial Assistance Award set forth in Exhibit C of the Agreement.

WHEREAS, OHA and LPHA wish to modify the Exhibit J information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200;

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. This Amendment is effective on October 1, 2023, regardless of the date this amendment has been fully executed with signatures by every Party and when required, approved by the Department of Justice. However, payments may not be disbursed until the Amendment is fully executed.
2. The Agreement is hereby amended as follows:
 - a. Exhibit C, Section 1 of the Agreement, entitled “Financial Assistance Award” for FY24 is hereby superseded and replaced in its entirety by Attachment A, entitled “Financial Assistance Award (FY24)”, attached hereto and incorporated herein by this reference. Attachment A must be read in conjunction with Section 3 of Exhibit C.
 - b. Exhibit J of the Agreement entitled “Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200” is amended to add to the federal award information datasheet as set forth in Attachment B, attached hereto and incorporated herein by this reference.
3. LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
4. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
5. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.

6. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below their respective signatures.

7. **Signatures.**

STATE OF OREGON, ACTING BY AND THROUGH ITS OREGON HEALTH AUTHORITY

Approved by: _____

Name: /for/ Nadia A. Davidson

Title: Director of Finance

Date: _____

CROOK COUNTY LOCAL PUBLIC HEALTH AUTHORITY

Approved by: _____

Printed Name: _____

Title: _____

Date: _____

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Agreement form group-approved by Steven Marlowe, Senior Assistant Attorney General, Tax and Finance Section, General Counsel Division, Oregon Department of Justice by email on August 11, 2023, copy of email approval in Agreement file.

REVIEWED BY OHA PUBLIC HEALTH ADMINISTRATION

Reviewed by: _____

Name: Rolonda Widenmeyer (or designee)

Title: Program Support Manager

Date: _____

**Attachment A
Financial Assistance Award (FY24)**

State of Oregon Oregon Health Authority Public Health Division		
1) Grantee Name: Crook County Street: 375 NE Beaver St., Suite 100 City: Prineville State: OR Zip: 97754-1802	2) Issue Date Sunday, October 1, 2023	This Action Amendment
	3) Award Period From July 1, 2023 through June 30, 2024	

4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE01-01	State Support for Public Health	\$32,258.00	\$0.00	\$32,258.00
PE01-08	COVID Wrap Direct Client Services	\$0.00	\$11,718.76	\$11,718.76
PE01-09	COVID-19 Active Monitoring - ELC	\$0.00	\$287,896.15	\$287,896.15
PE01-10	OIP - CARES	\$0.00	\$97,582.72	\$97,582.72
PE01-12	ACDP Infection Prevention Training	\$1,517.82	\$0.00	\$1,517.82
PE10-02	Sexually Transmitted Disease (STD)	\$52,904.00	\$0.00	\$52,904.00
PE12-01	Public Health Emergency Preparedness and Response (PHEP)	\$70,381.00	\$0.00	\$70,381.00
PE13	Tobacco Prevention and Education Program (TPEP)	\$222,439.86	\$103,358.00	\$325,797.86
PE36	Alcohol & Drug Prevention Education Program (ADPEP)	\$112,660.00	\$0.00	\$112,660.00
PE40-01	WIC NSA: July - September	\$52,815.00	\$0.00	\$52,815.00
PE40-02	WIC NSA: October - June	\$158,450.00	\$0.00	\$158,450.00
PE40-05	Farmer's Market	\$2,378.00	\$0.00	\$2,378.00
PE42-03	MCAH Perinatal General Funds & Title XIX	\$2,187.00	\$0.00	\$2,187.00
PE42-04	MCAH Babies First! General Funds	\$6,989.00	\$0.00	\$6,989.00

4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE42-06	MCAH General Funds & Title XIX	\$4,101.00	\$0.00	\$4,101.00
PE42-11	MCAH Title V	\$21,633.00	\$0.00	\$21,633.00
PE42-12	MCAH Oregon Mothers Care Title V	\$11,412.00	\$0.00	\$11,412.00
PE42-13	Family Connects Oregon	\$50,000.00	\$0.00	\$50,000.00
PE43-01	Public Health Practice (PHP) - Immunization Services	\$10,792.00	\$0.00	\$10,792.00
PE44-01	SBHC Base	\$60,000.00	\$0.00	\$60,000.00
PE44-02	SBHC - Mental Health Expansion	\$113,236.00	\$0.00	\$113,236.00
PE46-05	RH Community Participation & Assurance of Access	\$17,113.68	\$0.00	\$17,113.68
PE50	Safe Drinking Water (SDW) Program (Vendors)	\$38,728.00	\$0.00	\$38,728.00
PE51-01	LPHA Leadership, Governance and Program Implementation	\$305,640.00	\$0.00	\$305,640.00
PE51-03	ARPA WF Funding	\$10,656.00	\$38,871.19	\$49,527.19
PE51-05	CDC PH Infrastructure Funding	\$155,440.41	\$0.00	\$155,440.41
PE62	Overdose Prevention-Counties	\$18,680.00	\$112,076.00	\$130,756.00
PE62-02	Fentanyl Campaign Funds	\$10,000.00	\$0.00	\$10,000.00
		\$1,542,411.77	\$651,502.82	\$2,193,914.59

Footnotes and Comments on following pages.

5) Foot Notes:	
PE10-02	7/15/2023: Full FY24 award funds may be used in FY24 during the period of 7/1/23-12/31/2023 due to DIS WF federal grant funding being cut by CDC on 12/31/23.
PE10-02	8/2023: Prior Footnote dated 7/15/2023 Null and Void. Full FY24 award funds may now be used in FY24 during the period of 7/1/23-01/31/2024 due to new guidance from the CDC.
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PE12-01	8/2023: Prior Comment dated 7/2023 Null and Void 7/2023: SFY24 Award funding for first 3 months only
PE13	10/2023: rollover unspent SFY23 funds of \$103,358 9/2023: All Prior Comments Null and Void 7/15/23: SFY24 Award adding funding for 10/1/23-6/30/24 7/2023: SFY24 Bridge Funding 7/1/23-9/30/23
PE40-01	7/2023: SFY2024 Q1 WIC NSA grant award. \$10,563 must spent on Nutrition Ed; \$1,575 on BF Promotion. Underspend Q1 award cannot be carried over to Q2-4 period.
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PE62-02	7/2023: De-obligated anticipated unspent funds from SFY23 per county request and moving to SFY24. Funds available 7/1/23-8/31/23 only.

7) Capital outlay Requested in this action:				
Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.				
Program	Item Description	Cost	PROG APPROV	

Attachment B
Information required by CFR Subtitle B with guidance at 2 CFR Part 200

PE01-08 COVID Wrap Direct Client Services

Federal Award Identification Number:	NU50CK000541
Federal Award Date:	05/18/20
Budget Performance Period:	08/01/2019-07/31/2024
Awarding Agency:	CDC
CFDA Number:	93.323
CFDA Name:	Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)
Total Federal Award:	98,897,708
Project Description:	Oregon 2019 Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC)
Awarding Official:	Brownie Anderson-Rana
Indirect Cost Rate:	17.64%
Research and Development (T/F):	FALSE
HIPPA	No
PCA:	53868
Index:	50401

Agency	UEI	Amount	Grand Total:
Crook	W2NEWLAM2YM6	\$11,718.76	\$11,718.76

PE01-09 COVID-19 Active Monitoring - ELC

Federal Award Identification Number:	NU50CK000541
Federal Award Date:	05/18/20
Budget Performance Period:	08/01/2019-07/31/2024
Awarding Agency:	CDC
CFDA Number:	93.323
CFDA Name:	Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)
Total Federal Award:	98,897,708
Project Description:	Oregon 2019 Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC)
Awarding Official:	Brownie Anderson-Rana
Indirect Cost Rate:	17.64%
Research and Development (T/F):	FALSE
HIPPA	No
PCA:	53708
Index:	50401

Agency	UEI	Amount	Grand Total:
Crook	W2NEWLAM2YM6	\$287,896.15	\$287,896.15

PE01-10 OIP - CARES

Federal Award Identification Number:	NH23IP922626	NH23IP922626
Federal Award Date:	08/05/21	03/31/21
Budget Performance Period:	7/1/2023-6/30/2024	7/1/2023-6/30/2024
Awarding Agency:	CDC	CDC
CFDA Number:	93.268	93.268
CFDA Name:	Immunization Cooperative Agreements	Immunization Cooperative Agreements
Total Federal Award:	38,110,851	38,627,576
Project Description:	CDC-RFA-IP19-1901 Immunization and Vaccines for Children	CDC-RFA-IP19-1901 Immunization and Vaccines for Children
Awarding Official:	Divya Cassity	Divya Cassity
Indirect Cost Rate:	17.64	17.64
Research and Development (T/F):	FALSE	FALSE
HIPPA	No	No
PCA:	53120	53856
Index:	50404	50404

Agency	UEI	Amount	Amount	Grand Total:
Crook	W2NEWLAM2YM6	\$12,396.72	\$85,186.00	\$97,582.72

PE51-03 ARPWF Funding

Federal Award Identification Number:	NU90TP922194
Federal Award Date:	10/05/22
Budget Performance Period:	07/01/2021-06/30/2024
Awarding Agency:	CDC
CFDA Number:	93.354
CFDA Name:	Public Health Emergency Response: Cooperative Agreement for Emergency Response: Public Health Crisis Response
Total Federal Award:	25,667,917
Project Description:	Cooperative Agreement for Emergency Response: Public Health Crisis Response - 2018
Awarding Official:	Jaime Jones
Indirect Cost Rate:	17.64%
Research and Development (T/F):	FALSE
HIPPA	No
PCA:	50271
Index:	50107

Agency	UEI	Amount	Grand Total:
Crook	W2NEWLAM2YM6	\$49,527.19	\$49,527.19

PE51-05 CDC PH Infrastructure Funding

Federal Award Identification Number:	NE11OE000080	NE11OE000080
Federal Award Date:	11/29/22	
Budget Performance Period:	12/1/2022-11/30/2023	12/1/2023-11/30/2024
Awarding Agency:	CDC	CDC
CFDA Number:	93.967	93.967
CFDA Name:	CDC's Collaboration with Academia to Strengthen Public Health	CDC's Collaboration with Academia to Strengthen Public Health
Total Federal Award:	\$30,054,888	\$30,054,888
Project Description:	Oregon Health Authority, Public Health Division's application for Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems (CDC-RFA-OE22-2203)	Oregon Health Authority, Public Health Division's application for Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems (CDC-RFA-OE22-2203)
Awarding Official:	Lauren Bartell Billick	Lauren Bartell Billick
Indirect Cost Rate:	4%	4%
Research and Development (T/F):	FALSE	FALSE
HIPPA	No	No
PCA:	50297	TBD
Index:	50107	50107

Agency	UEI	Amount	Amount	Grand Total:
Crook	W2NEWLAM2YM6	\$64,766.84	\$90,673.57	\$155,440.41

PE62 Overdose Prevention-Counties

Federal Award Identification Number:	B08TI085829	H79TI085732	NU17CE010191
Federal Award Date:	02/15/23	09/23/22	08/23/23
Budget Performance Period:	10/01/22-9/30/24	9/30/22 - 9/29/23	9/1/23-8/31/24
Awarding Agency:	SAMHSA	SAMHSA	CDC
CFDA Number:	93.959	93.788	93.136
CFDA Name:	Substance Abuse Prevention & Treatment Block Grant	Opioid STR	Injury Prevention and Control Research and State and Community Based Programs
Total Federal Award:	6547845	\$15,474,271	3854849
Project Description:	Block Grants for Prevention and Treatment of Substance Abuse	Oregon SOR 3 grant	Overdose Data to Action in States
Awarding Official:	Jessica Hartman	Tiffany Clayton	Janelle Vallardes
Indirect Cost Rate:	0.00	3.13%	18.06
Research and Development (T/F):	FALSE	FALSE	FALSE
HIPPA	No	No	No
PCA:	82456	82446	52125
Index:	87850	87850	50339

Agency	UEI	Amount	Amount	Amount	Grand Total:
Crook	W2NEWLAM2YM6	\$32,294.00	\$18,680.00	\$79,782.00	\$130,756.00

DOCUMENT RETURN STATEMENT

Please complete the following statement and return with the completed signature page and the Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable.

If you have any questions or find errors in the above referenced Document, please contact the contract specialist.

Document number: _____, hereinafter referred to as "Document."

I, _____
Name Title

received a copy of the above referenced Document, between the State of Oregon, acting by and through the Department of Human Services, the Oregon Health Authority, and

_____ by email.

Contractor's name

On _____,
Date

I signed the electronically transmitted Document without change. I am returning the completed signature page, Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable, with this Document Return Statement.

Authorizing signature

Date

Please attach this completed form with your signed document(s) and return to the contract specialist via email.

AGENDA ITEM REQUEST



Date:

12/12/2023

Meeting date desired:

12/27, 1/3

Subject:

2023-2025 IGA for the Financing of Local Public Health Services in Crook County Agreement #180007-5

Background and policy implications:

One of many periodic contract amendments updating program-level funding. This specific amendment adds funds to Family Connects Oregon (PE42-13) and makes an initial allocation for OIP Bridge COVID (PE43-05).

Budget/fiscal impacts:

PE42-13 \$15,501; these funds were not anticipated in FY24 or included in the budget

PE43-05 \$10,163 – these funds were not anticipated in FY24 or included in the budget

Requested by:

Katie Plumb, Health & Human Services Director
kplumb@crookpublichealthor.gov 541-447-5165

Presenters:

Katie Plumb, Health & Human Services Director

Legal review (only if requested):

Elected official sponsor (if applicable):

Agreement #180007



**FIFTH AMENDMENT TO OREGON HEALTH AUTHORITY
2023-2025 INTERGOVERNMENTAL AGREEMENT FOR THE
FINANCING OF PUBLIC HEALTH SERVICES**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to dhs-oha.publicationrequest@state.or.us or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This Fifth Amendment to Oregon Health Authority 2023-2025 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2023, (as amended the “Agreement”), is between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and Crook County, (“LPHA”), the entity designated, pursuant to ORS 431.003, as the Local Public Health Authority for Crook County. OHA and LPHA are each a “Party” and together the “Parties” to the Agreement.

RECITALS

WHEREAS, OHA and LPHA wish to modify the Fiscal Year 2024 (FY24) Financial Assistance Award set forth in Exhibit C of the Agreement.

WHEREAS, OHA and LPHA wish to modify the Exhibit J information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200;

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. This Amendment is effective on **November 1, 2023**, regardless of the date this amendment has been fully executed with signatures by every Party and when required, approved by the Department of Justice. However, payments may not be disbursed until the Amendment is fully executed.
2. The Agreement is hereby amended as follows:
 - a. Exhibit A “Definitions”, Section 18 “Program Element” is amended to add Program Element titles and funding source identifiers as follows:

<u>PE NUMBER AND TITLE</u> • SUB-ELEMENT(S)	<u>FUND TYPE</u>	<u>FEDERAL AGENCY/ GRANT TITLE</u>	<u>CFDA#</u>	<u>HIPAA RELATED (Y/N)</u>	<u>SUB-RECIPIENT (Y/N)</u>
PE43-05 - OIP Bridge COVID	FF	CDC/Immunization and Vaccines for Children	93.268	N	Y

- b. Exhibit C, Section 1 of the Agreement, entitled “Financial Assistance Award” for FY24 is hereby superseded and replaced in its entirety by Attachment A, entitled “Financial Assistance Award (FY24)”, attached hereto and incorporated herein by this reference. Attachment A must be read in conjunction with Section 3 of Exhibit C.
 - c. Exhibit J of the Agreement entitled “Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200” is amended to add to the federal award information datasheet as set forth in **Page 38** Attachment B, attached hereto and incorporated herein by this reference.

- 3. LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
- 4. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
- 5. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
- 6. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below their respective signatures.

7. Signatures.

STATE OF OREGON, ACTING BY AND THROUGH ITS OREGON HEALTH AUTHORITY

Approved by: _____
 Name: /for/ Nadia A. Davidson
 Title: Director of Finance
 Date: _____

CROOK COUNTY LOCAL PUBLIC HEALTH AUTHORITY

Approved by: _____
 Printed Name: _____
 Title: _____
 Date: _____

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Agreement form group-approved by Steven Marlowe, Senior Assistant Attorney General, Tax and Finance Section, General Counsel Division, Oregon Department of Justice by email on August 11, 2023, copy of email approval in Agreement file.

REVIEWED BY OHA PUBLIC HEALTH ADMINISTRATION

Reviewed by: _____
 Name: Rolonda Widenmeyer (or designee)
 Title: Program Support Manager
 Date: _____

**Attachment A
Financial Assistance Award (FY24)**

State of Oregon Oregon Health Authority Public Health Division		
1) Grantee Name: Crook County Street: 375 NE Beaver St., Suite 100 City: Prineville State: OR Zip: 97754-1802	2) Issue Date Wednesday, November 1, 2023	This Action Amendment
	3) Award Period From July 1, 2023 through June 30, 2024	

4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE01-01	State Support for Public Health	\$32,258.00	\$0.00	\$32,258.00
PE01-08	COVID Wrap Direct Client Services	\$11,718.76	\$0.00	\$11,718.76
PE01-09	COVID-19 Active Monitoring - ELC	\$287,896.15	\$0.00	\$287,896.15
PE01-10	OIP - CARES	\$97,582.72	\$0.00	\$97,582.72
PE01-12	ACDP Infection Prevention Training	\$1,517.82	\$0.00	\$1,517.82
PE10-02	Sexually Transmitted Disease (STD)	\$52,904.00	\$0.00	\$52,904.00
PE12-01	Public Health Emergency Preparedness and Response (PHEP)	\$70,381.00	\$0.00	\$70,381.00
PE13	Tobacco Prevention and Education Program (TPEP)	\$325,797.86	\$0.00	\$325,797.86
PE36	Alcohol & Drug Prevention Education Program (ADPEP)	\$112,660.00	\$0.00	\$112,660.00
PE40-01	WIC NSA: July - September	\$52,815.00	\$0.00	\$52,815.00
PE40-02	WIC NSA: October - June	\$158,450.00	\$0.00	\$158,450.00
PE40-05	Farmer's Market	\$2,378.00	\$0.00	\$2,378.00
PE42-03	MCAH Perinatal General Funds & Title XIX	\$2,187.00	\$0.00	\$2,187.00
PE42-04	MCAH Babies First! General Funds	\$6,989.00	\$0.00	\$6,989.00

4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
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PE62-02	Fentanyl Campaign Funds	\$10,000.00	\$0.00	\$10,000.00
		\$2,193,914.59	\$25,664.00	\$2,219,578.59

Footnotes and Comments on following pages.

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Program	Item Description	Cost	PROG APPROV	

Attachment B
Information required by CFR Subtitle B with guidance at 2 CFR Part 200

PE43-05 OIP Bridge COVID

Federal Award Identification Number:	NH23IP922626
Federal Award Date:	09/05/23
Budget Performance Period:	07/01/2023-12/31/2024
Awarding Agency:	HHS/CDC
CFDA Number:	93.268
CFDA Name:	Immunization Cooperative Agreements
Total Federal Award:	\$6,192,977.00
Project Description:	CDC-RFA-IP19-1901 Immunization and Vaccines for Children
Awarding Official:	Divya Cassity
Indirect Cost Rate:	17.79%
Research and Development (T/F):	FALSE
HIPPA	No
PCA:	53635
Index:	50404

Agency	UEI	Amount	Grand Total:
Crook	W2NEWLAM2YM6	\$10,163.00	\$10,163.00

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Document number: _____, hereinafter referred to as "Document."

I, _____
Name Title

received a copy of the above referenced Document, between the State of Oregon, acting by and through the Department of Human Services, the Oregon Health Authority, and

_____ by email.

Contractor's name

On _____,
Date

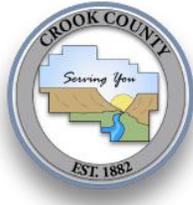
I signed the electronically transmitted Document without change. I am returning the completed signature page, Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable, with this Document Return Statement.

Authorizing signature

Date

Please attach this completed form with your signed document(s) and return to the contract specialist via email.

AGENDA ITEM REQUEST



Date:

12/19/2023

Meeting date desired:

December 27, 2023

Subject:

Broadband Technical Assistance Program (BTAP)

Background and policy implications:

The Oregon Broadband Office is launching their Broadband Technical Assistance Program (BTAP) program, with applications opening late December/early January. BTAP will support Oregon's counties and their partners in preparing to take advantage of the historic levels of broadband infrastructure funding that will be flowing into Oregon over the next few years by providing funding for planning and pre-construction work, staffing, and grant application support. COIC has been working with Deschutes County (directly) and Jefferson County (indirectly) on their recent broadband needs assessment processes, and they've agreed to have COIC apply for BTAP jointly on their behalf. The ask of the Crook County Court is if there is interest in being included in that regional application led by COIC.

Budget/fiscal impacts:

TBD

Requested by:

Will Van Vactor

will.vanvactor@crookcountyor.gov | 541.447.3211

Presenters:

Will Van Vactor

Legal review (only if requested):

Elected official sponsor (if applicable):



Broadband Technical Assistance Program Opportunity

SHELBY KNIGHT, COIC

Background

- Recent flood of historic-levels of federal dollars for improving Broadband infrastructure and access
- Increase in understanding of broadband as critical infrastructure

Upcoming Funding Opportunities

- **ARPA Capital Projects:** The State of Oregon is eligible to receive an allocation from the U.S. Treasury of \$156,795,418. Purpose is construction and deployment of Broadband Infrastructure Projects to areas lacking at least 100/20 Mbps. Focused on last mile.
 - [123-047-0115 ARPA Handbook Notice.pdf \(oregon.gov\)](#)
- **Broadband Equity and Access Deployment Program (BEAD):** NTIA allocated \$688,914,932.17 to Oregon under the BEAD program to help close the broadband gap in the state. Goal is to connect all unserved (below 25/3), underserved (between 25/3 and 100/20 Mbps), and community anchor institutions.

Oregon's Broadband Technical Assistance Program (BTAP)

- ❑ **Purpose:** Assist eligible entities with non-construction activities associated with development of broadband networks
- ❑ Application opens **January 2nd**
- ❑ **Types of activities it supports:**
 - Planning and Pre-construction Activities
 - Staffing
 - Grant Application Support
- ❑ \$150,000 max award per county
- ❑ Oregon Broadband Office just released the final program handbook for BTAP - [123-047-0095 BTAP Handbook Temp.pdf \(oregon.gov\)](#)

Recommended Activities

01

Capacity to Coordinate

Engage local team to identify needs, gaps, and opportunities to shape up priority projects in Crook County

02

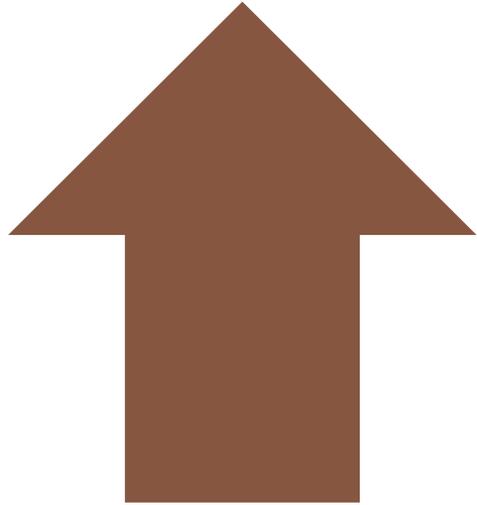
Preliminary Design and Engineering

Costly, required for most infrastructure grants

03

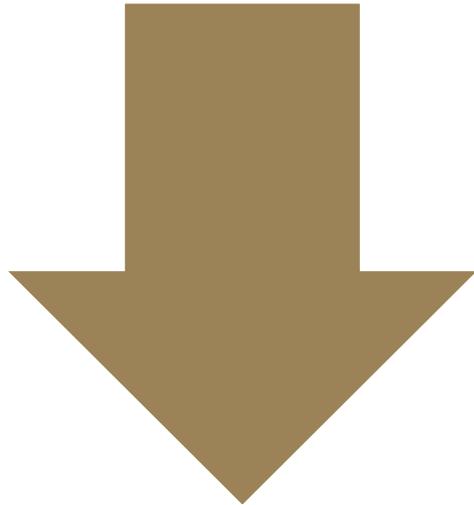
Grant Writing Support

To apply for state and federal infrastructure grants, in partnership with consultants, ISPs, and other stakeholders



Supporting others in the community to apply

- Providing letters of support, etc.



Grant Applicant/Partner

- Helping shape up projects based on community needs
- Apply for BTAP

Possible Roles for the County

COIC's Role

- ❑ Staffing for Deschutes County Broadband Action Team/oversight of the high-level needs assessment and feasibility study developed by Magellan Broadband
- ❑ Tracking/participated in Jefferson County's needs assessment process
- ❑ Will be applying on behalf of both counties to BTAP (shared app) to continue to shape up priority projects, partnerships, etc.

Thank you!

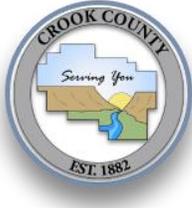
COIC

Shelby Knight

sknight@coic.org

541-279-3898

AGENDA ITEM REQUEST



Date:

Meeting date desired:

Subject:

Background and policy implications:

Budget/fiscal impacts:

Requested by:

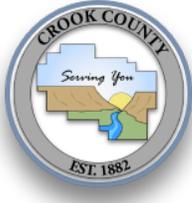
Presenters:

Legal review (only if requested):

Elected official sponsor (if applicable):

/

AGENDA ITEM REQUEST



Date: 12/19/2023

Meeting date desired: 12/27/2023 *Work Session*

Subject: ODOT Intergovernmental Agreement

Seek approval and signature for DBE (Disadvantaged Business Enterprise) IGA (intergovernmental Agreement) with ODOT (Oregon Department of Transportation)

Background and policy implications:

Department of transportation DBE (Disadvantaged Business Enterprise) is a program designed to remedy ongoing discrimination and the continuing effects of past discrimination in federally-assisted highway, transit, airport, and highway safety financial assistance transportation contracting markets nationwide. The primary remedial goal and objective of the DBE program is to level the playing field by providing small businesses owned and controlled by socially and economically disadvantaged individuals a fair opportunity to compete for federally funded transportation contracts.

The attached intergovernmental agreement positions Crook County as unified with the state of Oregon in the DBE (Disadvantaged Business Enterprise) certification process, and that we will rely on the state of Oregon's certification program in identifying a DBE participants per federal title 49 / CFR 26.81.

This agreement will be attached to the airports 3yr DBE plan that is required to be submitted to FAA/AIP prior grant execution.

Budget/fiscal impacts: None

Requested by:

Kelly Coffelt Airport Manager. 541.447.2347 / 541.420.3789

Presenters:

Kelly Coffelt – Airport Manager

Legal review (only if requested):

Reviewed by County Counsel- John Eisler

AGENDA ITEM REQUEST



Date:

Meeting date desired:

Subject:

Background and policy implications:

Budget/fiscal impacts:

Requested by:

Presenters:

Legal review (only if requested):

Elected official sponsor (if applicable):



Master Services Agreement

This Master Services Agreement (the “Agreement”), effective the ___ day of _____ 2023 (the “Effective Date”), is made by and between Clear Ballot Group, Inc., a Delaware corporation, with a principal place of business at 2 Oliver Street, Suite 607 , Boston, MA 02109 (“Clear Ballot”), and Crook County, OR with a principal place of business at 300 NE Third St. Room 23, Prineville OR 97754 (“Customer”). In consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

1.1 “Authorized Users” means Customer’s employees and such other types of users (if any) as may be expressly authorized in an Order and who are performing services solely for the benefit of Customer. Unless otherwise expressly provided in the relevant Product Schedule, Authorized Users are limited to employees only and do not include Customer’s vendors, contractors, or any other third parties, including technology service providers.

1.2 “Clear Ballot Products” means collectively, all Clear Ballot Licensed Software, Documentation, Hardware, Services and the Data Visualization Portal. For the avoidance of doubt, Customer’s right to use the Clear Ballot Products extends only to those specific Clear Ballot Products identified in the applicable Order.

1.3 “Data Visualization Portal” means Clear Ballot’s portal, accessible via a username (email address) and password, that allows You to access certain audit-related data.

1.4 “Designated Jurisdiction” means the jurisdiction in which the Clear Ballot Products will be used, and includes all jurisdictions for which the Designated Jurisdiction administers elections on behalf of. The Designated Jurisdiction shall be identified in the applicable Order.

1.5 “Documentation” means the documentation made generally available by Clear Ballot to its customers for use of the Licensed Software, as updated from time-to-time by Clear Ballot in its discretion.

1.6 “Intellectual Property Rights” shall mean (i) patents, inventions, designs, copyright and related rights, moral rights, database rights, trademarks (and service marks) and related goodwill, trade names (whether registered or unregistered) and rights to apply for registration; (ii) trade secrets; (iii) proprietary rights in domain names; (iv) knowhow; (v) applications, extensions and renewals in relation to any of these rights; and (vi) all other rights of a similar nature or having an equivalent effect anywhere in the world.

1.7 “Licensed Software” means Clear Ballot’s proprietary software, databases and/or computer programs (including, without limitations all schema and designs of such proprietary software, databases and/or computer programs) that are identified on the applicable Order, including any bug fixes, updates and new releases thereof that may be made generally available by Clear Ballot from time to time as part of Support Services. The term “Licensed Software” also includes any and all Documentation applicable to such computer

1.8 “Professional Services” means those testing, installation, setup, training, ballot design, digital audit, consulting or other services provided by Clear Ballot pursuant to an Order or SOW.

1.9 “Object Code” means computer programs assembled or compiled, which are readable and usable by machines, but not generally readable by humans without reverse-assembly, reverse compiling, or reverse-engineering.

1.10 “Order” means a request to license the specific Clear Ballot Products identified on the Order. pursuant to the terms of this Agreement. A SOW may be attached to an Order as an Exhibit, however if a SOW is executed on a stand-alone basis, it is considered an Order for the purposes of this Agreement.

1.11 “Scope of Use” means the specific scope of use for which Customer is permitted to use the Clear Ballot Products. By way of example, this may include setting up the necessary infrastructure to create an election, defining an election and tabulating and reporting election results in the Designated Jurisdiction, auditing election results, etc.



Customer is only permitted to use the Clear Ballot Products for activities if such activities are clearly identified in the Scope of Use for the applicable Order.

1.12 “Services” means, collectively, any Support Services or Professional Services, both as defined below, purchased by Customer under an Order.

1.13 “Source Code” means computer programs written in higher-level programming languages, sometimes accompanied by English language comments. Source Code is intelligible to trained programmers and may be translated to Object Code for operation on computer equipment through the process of compiling.

1.14 “SOW” means a Statement of Work signed by the duly authorized representatives of both parties that sets forth and describes Services to be provided hereunder, the fees to be paid, and any other terms agreed upon by the parties. A SOW may be attached to an Order as an Exhibit.

1.15 “Support Services” means the standard maintenance and support services offered to Customer as detailed in the support exhibit attached to the applicable Order.

1.16 “Work Product” means Work Product Type 1 and Work Product Type 2. In the event Work Product is not identified in the Order or SOW as being Work Product Type 1 or Work Product Type 2, it shall be deemed Work Product Type 2.

1.17 “Work Product Type 1” means any work product or deliverables developed specifically for Customer by Clear Ballot in the performance of the Professional Services and specifically identified in the SOW or Order (as applicable) as Work Product Type 1.

1.18 “Work Product Type 2” means any work product or deliverables that are provided to Customer under the SOW or Order (as applicable) and are not specifically identified in the SOW or Order (as applicable) as Work Product Type

2. MASTER AGREEMENT

This is a master agreement under which Customer may order Clear Ballot Products. The Professional Services terms set forth in Exhibit A attached hereto are incorporated herein. Clear Ballot’s acceptance of any Order made by Customer under this Agreement shall be subject to all applicable provisions of this Agreement, as well as any additional provisions that may be set forth in the applicable Order, including any exhibits thereto. In the event of a conflict between the terms and conditions of an Order and this Agreement, the terms of this Agreement shall govern.

3. LICENSE AND RESTRICTIONS

3.1 *Grant of License for Licensed Software.* Subject to the terms and conditions of this Agreement and provided Customer has paid all undisputed fees and costs due under this Agreement, during the Licensed Software Term (as defined in the Order) Clear Ballot grants Customer a limited, nonexclusive, nontransferable, non-sublicensable license to use the Licensed Software identified in the applicable Order solely in the Designated Jurisdiction and for the Scope of Use set forth in the applicable Order. To the extent Object Code is provided for the applicable Licensed Software, Customer may make a single copy of the Object Code of the Licensed Software for backup and archival purposes. Customer will not receive, and may not access the Source Code of any Licensed Software. Unless expressly stated on the applicable Order, Customer may not access or use the Clear Ballot Products on behalf of any third party.

3.2 *Hardware.* If Hardware is included in the applicable Order and subject to the terms of this Agreement, Clear Ballot will provide the Hardware to Customer for use in connection with Clear Ballot Products. If Customer has purchased the Hardware, title and all risk of loss with respect to the Hardware will pass to Customer upon shipment by Clear Ballot. Customer shall keep the Hardware free of all security interests, liens and other encumbrances. Customer will use reasonable care in the use of the Hardware and protect the Hardware from theft, damage or misuse. Customer assumes the entire risk of loss, damage, or theft of the Hardware while in Customer’s possession.



Customer will use the Hardware solely in connection with the Clear Ballot Products and in technical configuration specified by Clear Ballot in the Documentation. In the event that the Hardware includes or incorporates any software code (include without limitation any firmware, operating system or other software), such software code shall be deemed “Licensed Software” licensed to Customer solely under the terms of this Agreement.

3.3 Support Services. Support Services are further described in the Order Form and any attachments thereto. Customer acknowledges and agrees that it is required to purchase Support Services for the Licensed Software and Hardware during the entirety of the Licensed Software Term.

3.4 Access to Data Visualization Portal. If access to the Data Visualization Portal is provided as part of the Clear Ballot Products ordered by Customer under the applicable Order, then subject to the terms and conditions of this Agreement and provided Customer has paid all undisputed fees and costs due under this Agreement, Clear Ballot grants Customer a limited, nonexclusive, nontransferable, non-sublicensable right to access the Data Visualization Portal during the term set forth in the applicable Order.

3.5 Restrictions on Use. Clear Ballot Products shall be used solely for the Scope of Use set forth in the applicable Order and not for any other purpose or use. Authorized Users may use the Clear Ballot Products solely on Licensee’s behalf in accordance with this Agreement and the applicable Order and not for any other purpose or use. Customer shall ensure Authorized Users comply with all relevant terms of this Agreement and any breach by an Authorized User will constitute a breach by Customer. Customer may not (i) provide any portion of the Licensed Software to any person or entity who is not authorized to access or use it under this Agreement; (ii) use or permit the Clear Ballot Products to be used in any manner, whether directly or indirectly, that would enable Customer’s employees, agents, or any other person or entity to use the Clear Ballot Products in any jurisdiction other than the Designated Jurisdiction or for anyone’s benefit other than Customer, (iii) rent, sell, assign, lease, sublicense, or otherwise transfer the Clear Ballot Products, (iv) derive or attempt to derive the Source Code, source files, or structure of all or any portion of the Clear Ballot Products by reverse engineering, disassembly, decompilation, or any other means, except to the extent permitted by applicable law, (v) copy, translate, port, modify, or make derivative works based on the Clear Ballot Products, (vi) use the Clear Ballot Products except as set forth in the Documentation, (vii) use the Clear Ballot Products or Clear Ballot Confidential Information to contest the validity of any Clear Ballot intellectual property; (viii) use the Clear Ballot Products in a manner to compete with Clear Ballot, to create a product or service that competes with Clear Ballot, or to assist a third party in competing with Clear Ballot; (ix) use the Clear Ballot Products outside the Designated Jurisdiction; (x) operate a service bureau or other similar service for the benefit of third parties using the Clear Ballot Products; (xi) export, directly or indirectly, the Clear Ballot Products from the United States; or (xii) disclose the Clear Ballot products to any non-U.S. national in the United States in violation of any United States export or other similar law (e.g., unauthorized “deemed exports”). Customer shall take reasonable precautions to prevent unauthorized or improper use or disclosure of the Clear Ballot Products. Customer shall not remove, alter, or obscure any trademark, proprietary label or notice accompanying or incorporated in the Clear Ballot Products. Customer shall not attempt to access any Clear Ballot systems, programs or data that are not made available for Customer’s use under the Order or SOW.

3.6 Minimum System Configuration. The minimum hardware and software requirements for proper operation of the Licensed Software are set forth in the Order or the relevant Documentation, which may be updated from time to time. Customer shall be solely responsible for purchasing, providing, and installing all other required equipment, peripherals, and hardware not included in the Statement of Work. The Licensed Software must be used with the Hardware as described in the Documentation, and all warranties, support and indemnification obligations hereunder are void if the Licensed Software is used with any other hardware or in any manner other than in the technical configuration specified by Clear Ballot. The requirements listed in this section refer to the requirements of Clear Ballot, and do not refer to any state-specific hardware requirements that may be in place. It is Customer’s



responsibility to ensure that it understands and complies with any state-specific hardware requirements.

3.7 Intellectual Property Ownership. The Clear Ballot Products contain material that is protected by United States copyright, trade secret law and other intellectual property law, and by international treaty provisions. All rights in and to the Clear Ballot Products not expressly granted to Customer under this Agreement are reserved by Clear Ballot. As between Customer and Clear Ballot, all Intellectual Property Rights in the Clear Ballot Products will remain the sole and exclusive property of Clear Ballot or its licensors, as applicable. Customer agrees and acknowledges that Clear Ballot will be the exclusive owner of all right, title and interest in and to all software, programming, tools, documentation, materials, and other intellectual property of any kind used, developed, or delivered by Clear Ballot to Customer in connection with this Agreement; and this is not a work-made-for-hire agreement under Section 101 of Title 17 of the United States Code. Customer acknowledges and agrees that Clear Ballot will retain the unlimited right to use and to sublicense to others the ideas, designs, concepts, techniques, or other expertise which Clear Ballot may develop or employ in providing the Clear Ballot Products, in any products and for any lawful purposes.

3.8 Feedback. Customer may provide suggestions, comments, or other feedback (collectively, "Feedback") to Clear Ballot with respect to its products and services, including the Clear Ballot Products. Feedback is voluntary and Clear Ballot is not required to hold it in confidence and may use Feedback for any purpose without obligation of any kind. To the extent a license is required under Customer's intellectual property rights to make use of the Feedback, Customer hereby grants Clear Ballot an irrevocable, non-exclusive, perpetual, royalty-free license to use and fully exploit the Feedback in connection with Clear Ballot's business, including enhancement of the Clear Ballot Products.

3.9 Aggregated Data. Customer acknowledges and agrees that both during the term of this Agreement and thereafter, Clear Ballot may collect, analyze, copy, display and use Aggregated Data for the purpose of providing, operating, analyzing, and improving the Clear Ballot Products. Clear Ballot will not disclose any Aggregated Data unless it is in aggregated and anonymized form that would not permit a third party to identify the data as associated with Customer. "Aggregated Data" means anonymized or aggregated data, statistics, and analysis derived from Customer's use of the Clear Ballot Products.

3.10 Modification of Clear Ballot Products. Clear Ballot may update the Clear Ballot Products from time to time. Except as otherwise expressly agreed in writing by the parties, Clear Ballot is not responsible for any: (a) modification to the Clear Ballot Products by Customer or any third party engaged by Customer, (b) failure by Customer to follow reasonable instructions provided by Clear Ballot for the care and maintenance of Clear Ballot Products, (c) failure by Customer to reasonably implement any improvements or updates to the Clear Ballot Products as supplied by Clear Ballot, (d) use of the Clear Ballot Products not strictly in the manner recommended in the Documentation; or (e) any material failure by Customer to use due care in the use and validation of the results produced by the Clear Ballot Products.

3.11 Customer Representations. Customer represents, warrants, and/or covenants to Clear Ballot that: (a) the Clear Ballot Products will be used only (i) by Customer and its Authorized Users, (ii) in the manner for which it was intended, (iii) in accordance with all applicable manuals and instructions, and (iv) in compliance with all applicable laws and regulations, (b) it has the authority to enter into this Agreement, (c) the person executing this Agreement on behalf of Customer has been duly authorized and has all required approvals, (d) by entering into this Agreement, Customer is not in violation of any laws or agreements applicable to Customer, and (e) Customer shall not modify, alter, or add to the Clear Ballot Products without the prior written consent of Clear Ballot.

3.12 "Customer Pre-Existing IP" shall mean data, information, materials, and other information owned by Customer prior to the commencement or independent of this Agreement or Customer's receipt of the Clear Ballot Products, some of which may be used by Clear Ballot in delivering the Clear Ballot Products or the development of the Work Product hereunder. All Customer Pre-Existing IP is the sole property of Customer. Customer is responsible for the accuracy, quality, integrity, legality, reliability, and intellectual property ownership or right to use Customer Pre-



Existing IP. By providing or otherwise making available Customer Pre-Existing IP to Clear Ballot under this Agreement, Customer hereby grants to Clear Ballot a limited, nonexclusive, royalty-free, worldwide right and license to process the Customer Pre-Existing IP as may be necessary for Clear Ballot to provide the Clear Ballot Products to Customer and perform and fulfill the rights and obligations under the Agreement.

4. FEES, EXPENSES AND TAXES

Customer will pay the fees for the Clear Ballot Products in accordance with the applicable Order. All fees are in United States dollars. Unless otherwise expressly stated on an Order, Clear Ballot may increase fees at any time (but not more than once annually) upon at least thirty (30) days prior written notice to Customer. Except as expressly set forth in this Agreement, there are no refunds.

Unless otherwise set forth on the applicable Order, all fees will be invoiced annually, payable in advance. Customer will reimburse Clear Ballot for reasonable special or unusual expenses incurred at Customer's specific written request.

All undisputed amounts to be paid by Customer are due and payable thirty (30) days after Customer's receipt of the complete and accurate invoice. All payments not disputed in good faith by Customer and not made by Customer within sixty (60) days of when due will be subject to late charges of the lesser of (i) one percent (1.0%) per month of the overdue amount or (ii) the maximum amount permitted under applicable law. If Customer fails to pay Clear Ballot charges (other than charges disputed in good faith) within sixty (60) days after the applicable due date of the invoice, Clear Ballot may suspend Customer's right to access and use the Clear Ballot Products under this Agreement. For clarity, Clear Ballot will not initiate suspension while Customer is disputing charges reasonably and in good-faith and is cooperating diligently in resolving the dispute.

Customer will pay all sales, use, and excise taxes relating to, or under, this Agreement, exclusive of taxes based on or measured by Clear Ballot's net income, unless Customer is exempt from the payment of such taxes and provides Clear Ballot with evidence of the exemption.

5. DISCLAIMERS

EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE CLEAR BALLOT PRODUCTS ARE PROVIDED TO CUSTOMER "AS IS," WITH ALL FAULTS, AND WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CLEAR BALLOT EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY OF INFORMATION, QUIET ENJOYMENT, AND FITNESS FOR A PARTICULAR PURPOSE. CLEAR BALLOT DOES NOT WARRANT THAT THE CLEAR BALLOT PRODUCTS WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF THE CLEAR BALLOT PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE. CLEAR BALLOT DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE USE OR THE RESULTS OF THE USE OF THE CLEAR BALLOT PRODUCTS IN TERMS OF THEIR CORRECTNESS, ACCURACY, QUALITY, RELIABILITY, APPROPRIATENESS FOR A PARTICULAR TASK OR APPLICATION, OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY CLEAR BALLOT OR CLEAR BALLOT'S AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE WARRANTIES PROVIDED IN THIS AGREEMENT (IF ANY).

Hardware carries the standard manufacturer's warranty only (if any). Clear Ballot will use commercially reasonable



efforts to pass through to Customer any manufacturer's warranties on Hardware, to the extent such warranties may be passed through. All warranty claims for Hardware will be submitted to the respective manufacturer.

If applicable law affords Customer implied warranties, guarantees, or conditions despite these exclusions, those warranties will be limited to one (1) year and Customer's remedies will be limited by this Section 5 (Disclaimer of Other Warranties) and 10 (Limitations of Liability and Actions) to the maximum extent permitted by applicable law. For the avoidance of doubt, the disclaimer set forth in this Section 5 do not negate any of Clear Ballot's obligations under any certificates which Clear Ballot may be required to maintain by the applicable jurisdiction governing use of the Licensed Software hereunder.

6. INDEMNIFICATION

Clear Ballot will defend, indemnify, and hold harmless Customer from any and all third-party claims and resulting losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from a claim by a third party that Customer's use of the Licensed Software in accordance with this Agreement infringes that third party's United States patent, copyright, or trade secret rights. Notwithstanding the foregoing, Clear Ballot will have no obligation with respect to any claim of infringement that is based upon or arises out of (a) the use or combination of the Licensed Software with any hardware, software, products, data, or other materials not provided by Clear Ballot, where such claim would not have arisen but for such use or combination, (b) modification or alteration of the Licensed Software by anyone other than Clear Ballot where such claim would not have arisen but for such modification or alteration, (c) use of the Licensed Software in violation of this Agreement, (d) any specifications, requirements, data, or intellectual property provided by Customer (collectively, the "Excluded Claims").

If the Licensed Software is held to infringe (or, if Clear Ballot determines in its sole discretion that it may be held to infringe), Clear Ballot shall, at its own expense, in its sole discretion: (a) procure a license that will protect Customer against such claim without cost to Customer; (b) replace the impacted Licensed Software with non-infringing materials without material loss of functionality; or (c) if (a) and (b) are not commercially reasonable, terminate this Agreement or the applicable Order and refund to the Customer a prorated portion of the unused prepaid fees for the infringing Licensed Software. The rights and remedies granted Customer under this Section 6 state Clear Ballot's entire liability, and Customer's exclusive remedy, with respect to any claim of infringement of the intellectual property rights of a third party.

The indemnified party shall (i) promptly notify the indemnifying party in writing of any claim, suit or proceeding for which indemnity is claimed, provided that failure to so notify will not remove the indemnifying party's obligation except to the extent it is prejudiced thereby, and (ii) to the maximum extent permitted by applicable law, with advice of the Attorney General of the relevant jurisdiction if such advice is required by applicable law, allow the indemnifying party to solely control the defense of any claim, suit or proceeding and all negotiations for settlement; provided that the indemnifying party shall not settle any claim without the indemnified party's prior written consent (such consent not to be unreasonably withheld or delayed). The indemnified party shall also provide the indemnifying party with reasonable cooperation and assistance in defending such claim (at the indemnifying party's cost).

7. AUDIT

7.1 Audit of Customer by Clear Ballot. Clear Ballot may audit Customer's use of the Clear Ballot Products ("Audit"). An Audit may include the inspection and review of facilities, technical environment, equipment, computers and/or servers on which the Clear Ballot Products has been installed, used or hosted, and records, procedures, or



business practices that relate to Customer's performance under and compliance with the terms of this Agreement. Clear Ballot shall provide Customer reasonable advance notice of an Audit, which shall be performed by Clear Ballot or an independent third party authorized by Clear Ballot. Customer will reasonably cooperate with Clear Ballot in the conduct of the Audit. Audits will be conducted during Customer's normal business hours and commercially reasonable efforts shall be used not to disrupt Customer's business. The cost of the Audit shall be borne by Clear Ballot. In the event that Customer is found by Clear Ballot to be out of compliance with the terms of this Agreement, Clear Ballot shall notify Customer of the Clear Ballot's findings, in detail and Customer shall be responsible for the cost of the Audit. Customer shall have fifteen (15) days to review Clear Ballot's findings and respond to Clear Ballot and become compliant.

7.2 Customer Access to Records. Clear Ballot shall retain, maintain, and keep accessible all records relevant to this Agreement ("Records") during the Term of the Agreement. Not more than once annually (unless greater frequency is required by applicable law), Clear Ballot shall permit Customer's authorized representatives to access copies of the Records at reasonable times and places for purposes of examination and copying, at Customer's expense.

8. LIMITATIONS OF LIABILITY AND ACTIONS

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS AND COSTS, LOSS OF BUSINESS, LOSS OF SAVINGS, LOSS OF DATA, OR LOSS OF GOODWILL, IN CONNECTION WITH THE PERFORMANCE OF THE CLEAR BALLOT PRODUCTS, OR THE PERFORMANCE OF ANY OTHER OBLIGATIONS UNDER THIS AGREEMENT, EVEN IF IT IS AWARE OF THE POSSIBILITY OF THE OCCURRENCE OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL CUMULATIVE LIABILITY OF CLEAR BALLOT TO CUSTOMER FOR ANY AND ALL CLAIMS AND DAMAGES UNDER THIS AGREEMENT, WHETHER ARISING BY STATUTE, CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE FEES PAID BY CUSTOMER TO CLEAR BALLOT UNDER THE APPLICABLE ORDER WHICH FORMS THE SUBJECT OF THE CLAIM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

THE LIMITATIONS OF LIABILITY SET FORTH HEREIN SHALL NOT APPLY TO ANY CLAIM OR DAMAGE FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW. IF CUSTOMER'S JURISDICTION DOES NOT ALLOW THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION, THE LIABILITY OF CLEAR BALLOT SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. THIS SECTION 8 SHALL APPLY WITHOUT WAIVER OF CUSTOMER'S SOVEREIGN IMMUNITY, IF APPLICABLE.

9. CONFIDENTIALITY

9.1 Definition of Confidential Information. During the term of this Agreement, each party will regard as confidential any information that is: (a) provided to it by the other party and designated in writing as proprietary or confidential, or (b) to be reasonably considered confidential given the nature of the information or the circumstances under which it was disclosed ("**Confidential Information**"). Clear Ballot's Confidential Information includes the Clear Ballot Products and any Intellectual Property Rights of Clear Ballot or its licensors.

9.2 Exclusions. Except as required by law or statute, Confidential Information will not include any information or material, or any element thereof, to the extent any such information or material, or any element thereof (i) has previously become or is generally known, unless it has become generally known through a breach of this Agreement or a similar confidentiality or non-disclosure agreement, (ii) was already rightfully known to the Receiving Party prior



to being disclosed by or obtained from the Disclosing Party as evidenced by written records kept in the ordinary course of business of or by proof of actual use by the Receiving Party, (iii) has been or is hereafter rightfully received by the Receiving Party from a third person (other than the Disclosing Party) without restriction or disclosure and without breach of a duty of confidentiality to the Disclosing Party, or (iv) has been independently developed by the Receiving Party without use of the Confidential Information of the Disclosing Party.

9.3 Treatment of Confidential Information. Each party recognizes the importance of the other's Confidential Information. In particular, each party recognizes and agrees that the Confidential Information of the other is critical to their respective businesses and that neither party would enter into this Agreement without assurance that such information and the value thereof will be protected as provided in this Section and elsewhere in this Agreement. Accordingly, each party agrees as follows: (i) the Receiving Party will hold any and all Confidential Information it obtains in strictest confidence and will use and permit use of Confidential Information solely for the purposes of this Agreement; and (ii) without limiting the foregoing, the Receiving Party will use at least the same degree of care, but no less than reasonable care, to avoid disclosure or use of this Confidential Information as the Receiving Party employs with respect to its own Confidential Information of a like importance. The Receiving Party may disclose the Disclosing Party's Confidential Information to its Affiliates and its and their directors, officers, employees, Independent Contractors, Vendor, and advisors (collectively "Representatives") who have a need to know such Confidential Information in the course of the performance of their duties for the receiving party and who are bound by a duty of confidentiality no less protective of the disclosing party's Confidential Information than this Agreement. Each party accepts responsibility for the actions of its Representatives.

9.4 Compelled Disclosures. The receiving party may disclose Confidential Information pursuant to the requirements of applicable law, legal process, or government regulation, provided that it gives the disclosing party reasonable prior written notice to permit the disclosing party to contest such disclosure, and such disclosure is otherwise limited to the required disclosure.

9.5 Public Records. Notwithstanding any provision of this Agreement, including, without limitation this Section 9, Clear Ballot recognizes that Customer is a governmental entity subject to open records and sunshine laws. To the extent required by applicable law, Customer may be required to disclose a copy of this Agreement, as well as other Clear Ballot information and records related to this Agreement. The parties agree that Customer will not be in breach of this Agreement if the Customer is required to disclose such information pursuant to applicable law. However, to the extent permitted by applicable law, Customer agrees that prior to disclosure of any Clear Ballot information (whether Confidential Information or otherwise), Clear Ballot Products, or Clear Ballot Intellectual Property under any public records request or obligation, Customer shall notify Clear Ballot of such required disclosure, so that Clear Ballot shall have an opportunity to note and/or redact any information, materials and intellectual property that may be classified as an exemption to the applicable law. Similarly, Clear Ballot recognizes that the Customer is subject to state record retention regulations, and Customer will comply with all such requirements. When requested by Customer, Clear Ballot will review any request made pursuant to open records and sunshine laws and advise if the requested records exist and/or if the requested records are in Clear Ballot's opinion confidential and not subject to disclosure.

10. TERM AND TERMINATION

10.1 Term. This Agreement shall be effective as of the Effective Date and continue in effect until the expiration or termination of all Orders (the "Term"), unless earlier terminated in accordance with this Section 10. The term of the licenses granted by Clear Ballot to Customer hereunder will commence upon execution of the applicable Order and continue for the term specified in the Order, unless earlier terminated in accordance with the provisions of this Agreement.



10.2 Breach. If either party fails to observe or perform any material obligation under this Agreement, the non-defaulting party may give written notice to the defaulting party specifying the material failure. If the material failure is not corrected or a mutually agreed plan to correct the failure has not been established by the parties working together in good faith within thirty (30) Days after the date of such notice, the non-defaulting party may terminate this Agreement upon written notice to the defaulting party.

10.3 Bankruptcy and Insolvency. Either party may terminate this Agreement immediately on written notice to the other party, if the other party is the subject of a voluntary or involuntary bankruptcy, insolvency, or similar proceeding, that is not dismissed within sixty (60) days of filing.

10.4 De-certification. If Clear Ballot fails to maintain any required certifications which are necessary to provide the Licensed Software, Customer may give written notice to the Clear Ballot of Customer's intent to terminate the Agreement or any Service Order. If Clear Ballot is unable to acquire the necessary certification within a reasonable, mutually agreed upon timeframe (of at least 30 days), at Customer's sole discretion and as Customer's sole and exclusive remedy, Customer may terminate the Agreement or any Service Order.

10.5 Effect of Termination. Upon the expiration or termination of this Agreement for any reason, the license and all other rights granted to Customer hereunder shall immediately cease, and Customer shall (i) return the Licensed Software to Clear Ballot together with all reproductions and modifications of the Licensed Software and all copies of any Documentation, notes and other materials respecting the Clear Ballot Products, (ii) attest that Customer shall no longer use or allow to be used the Clear Ballot Products, (iii) provide Clear Ballot a written certification that Customer has ceased all use of the Clear Ballot Products and has complied with all of its obligations under this Section. Except as expressly provided herein, to the maximum extent permitted by applicable law, termination of this Agreement by either party will be a nonexclusive remedy for breach and will be without prejudice to any other right or remedy of such party.

11. INSURANCE

Clear Ballot shall, at its own cost, throughout the performance of this Agreement or any related SOW maintain in full force and effect with a reputable insurer(s), insurance as described below: (a) Commercial General liability insurance with a limit of not less than two Million Dollars (US\$2,000,000) in the aggregate; (b) Workers Compensation insurance with statutory limits, and Employer's Liability insurance with limits of not less than One Million Dollars (US\$1,000,000) per occurrence; and (c) Errors and Omissions Liability insurance with a limit of not less than two Million US Dollars (US\$2,000,000) in the aggregate. Upon written request by Customer, Clear Ballot shall furnish Customer with certificates of insurance evidencing the insurance coverage required to be maintained by Clear Ballot is in full force and effect.

12. GENERAL

12.1 Waiver, Amendment, Or Modification. The waiver, amendment, or modification of any provision of this Agreement, or any right, power, or remedy hereunder, shall not be effective unless made in writing and signed by the party against whom enforcement of such waiver is sought, or in the case of amendment, or modification unless signed by both parties. The terms of this Agreement shall not be amended or changed by the terms of any purchase order or acknowledgement issued by Customer even though Clear Ballot may have accepted or signed such documents. No failure or delay by either party in exercising any right, power, or remedy with respect to any of its rights hereunder shall operate as a waiver thereof.

12.2 Notice. All notices, demands, or consents given under this Agreement will be in writing and will be deemed given when delivered personally, or three (3) Days after deposit in the mail (certified or registered mail), or one (1) Day after being sent by overnight courier, to the receiving party at the address set forth in this Agreement or at such



other address given by either party to the other in writing. A courtesy copy shall be sent to Clear Ballot via email at contracts@clearballot.com and to Customer at the email address set forth below the signature block (if any).

12.3 Entire Agreement. This Agreement, together with the Orders, and any exhibits attached hereto, constitutes the entire agreement between the parties in connection with the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties, and there are no warranties, representations, or agreements between the parties in connection with the subject matter hereof except as specifically set forth or referred to herein. In the event of any conflict between the body of this Agreement and any Orders or exhibits, the body of this Agreement shall control.

12.4 Assignment. All the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, and their permitted successors and assigns. To the maximum extent permitted by applicable law, Clear Ballot may assign this Agreement and all Orders as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets provided the resulting use, functionality, and support of the Licensed Software remains consistent with the terms of this Agreement and with the scope of use made by assigning party immediately before the assignment. If consent is required by applicable law to assign this Agreement, such consent shall not be unreasonably withheld. Except as expressly stated in this Agreement, to the maximum extent permitted by applicable law, neither party may assign this Agreement without the prior written consent of the other party, and any attempted assignment will be void. Clear Ballot may assign the performance of any portion of its obligations hereunder (including the provision of any portion of the Clear Ballot Products or functionality contained therein) to any subcontractor; provided that Clear Ballot shall be responsible for the performance of any such subcontractor.

12.5 Publicity. Customer grants Clear Ballot the right to add Customer's name and logo to Clear Ballot's customer list and to otherwise reference Customer as a Clear Ballot customer.

12.6 Governing Law; Severability. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, USA without regard to its conflict of law provisions. Any legal action or proceeding with respect to this Agreement shall be brought in the state or federal courts in Portland, Oregon. If you are prohibited by law from entering into a contract by governing law other than the laws of the state where your primary office is located, then this Agreement will be construed under the laws of the state in which your primary office is located. If any provision of this Agreement or the application of any such provision shall be held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall continue in full force and effect.

12.7 Construction. The section headings in this Agreement are for convenience of reference only, will not be deemed to a part of this Agreement, and will not be referred to in connection with the construction or interpretation of this Agreement. Unless otherwise expressly stated, the words "herein," "hereof," and "hereunder" and other words of similar import refer to sections of this Agreement as a whole and not to any particular section, subsection, or other subpart of this Agreement. The words "include" and "including" shall not be construed as terms of limitation and shall, in all instances, be interpreted as meaning "including, but not limited to."

12.8 Relationship Of The Parties. Clear Ballot is an independent contractor under this Agreement, and nothing herein shall be construed to create a partnership, joint venture, or agency relationship between the parties hereto. Neither party shall have authority to enter into agreements of any kind on behalf of the other party and shall have no power or authority to bind or obligate the other party in any manner to any other third party.

12.9 No Third-Party Beneficiaries. Nothing contained in this Agreement is intended or shall be construed to confer upon any person any rights, benefits or remedies of any kind or character whatsoever, or to create any obligation of a party to any such person.

12.10 Survival. The following Sections shall survive expiration or termination of this Agreement: 3.5 (Restrictions on use), 3.7 (Intellectual Property Ownership), 3.8 (Feedback), 3.9 (Aggregated Data), 4 (Fees, Expenses and Taxes)



(to the extent of fees accrued prior to the date of termination), 5 (Disclaimer of Warranties); 7 (Audit); 8 (Limitations of Liability and Actions); 10.5 (Effect of Termination); and 12 (General).

12.11 Force Majeure. Except for Customer’s payment obligations, neither party will be liable for any failure or delay in performance under this Agreement which is due to any event beyond the reasonable control of such party, including fire, explosion, unavailability of utilities or raw materials, unavailability of components, labor difficulties, war, riot, act of God, export control regulation, laws, judgments, or government instructions.

12.12 Counterparts. This Agreement may be executed simultaneously in two (2) or more counterparts, each of which will be deemed an original, but all of which together will constitute the same Agreement. Signatures to this Agreement transmitted by facsimile, by electronic mail in “portable document format” (“.pdf”), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.

12.13 Agreement Drafted By All Parties. This Agreement is the result of arm’s length negotiations between the parties and shall be construed to have been drafted by all parties such that any ambiguities in this Agreement shall not be construed against either party.

The parties have executed this Agreement to become effective as of the Effective Date.

CUSTOMER:

CLEAR BALLOT GROUP, INC.

BY: _____

BY: _____

(PRINTED NAME)

(PRINTED NAME)

(TITLE)

(TITLE)

(DATE)

(DATE)



Clear Ballot



EXHIBIT A: PROFESSIONAL SERVICES TERMS

Clear Ballot shall provide Customer certain Professional Services as specified in a SOW.

Either party may request a change to a SOW, and for such purpose shall submit to the other party a written notice ("Change Request") setting forth the requested change and the reason for such request. The parties shall discuss the necessity, desirability and/or acceptability of the Change Request. When and if both parties have agreed in writing upon the changes, and any resulting change in the estimated fees for the Services, the parties shall complete and execute a change order ("Change Order") or a new or revised SOW.

Clear Ballot shall have sole discretion in staffing the Professional Services and may assign the performance of any portion of the Professional Services to any subcontractor; provided that Clear Ballot shall be responsible for the performance of any such subcontractor. Customer shall designate at least one employee with knowledge of Customer's business and Clear Ballot's technology and services as its primary contact to be available for communication with Clear Ballot in providing the Professional Services. Customer will (a) cooperate with Clear Ballot, (b) provide Clear Ballot with timely access to accurate and complete information, data and materials, (c) provide Clear Ballot with such assistance and access as Clear Ballot may reasonably request, and (d) fulfill its responsibilities as set forth in this Agreement and the SOW. If Clear Ballot personnel are required to be present on a Customer site, Customer will provide adequate workspace and may provide reasonable worksite safety and security rules to which such personnel are to conform. Unless otherwise set forth in the SOW, all resources and information that are required for Clear Ballot to perform the Services shall be provided at Customer's expense. Customer is responsible for the procurement of any necessary permits or licenses required for the design, production, testing or operation of any Work Product hereunder and costs incidental thereto unless otherwise agreed in the SOW.

Unless specified otherwise in the SOW, the cost estimate for Professional Services, as set forth in the SOW, is a budgetary estimate and is not a firm fixed price quotation and the Professional Services shall be provided on a time and material basis at the rates set forth in the SOW. If Clear Ballot, at any time, determines that the cost of the Professional Services is expected to exceed the budgetary estimate, Clear Ballot will notify the Customer and obtain the Customer's approval prior to exceeding the budget. Clear Ballot shall not be obligated to continue with any work which would cause Clear Ballot to exceed the budgetary estimates if Customer does not approve exceeding the budget. If actual costs are less than the budgetary estimate, only actual costs will be billed.

Except for Clear Ballot Pre-Existing IP (as defined below) which shall continue to be owned by Clear Ballot, any Work Product Type 1 delivered under a SOW shall be the property of Customer upon Customer's payment in full of all associated fees due hereunder.

Clear Ballot hereby grants to Customer a non-exclusive, non-transferable license to use any Work Product Type 2 delivered to Customer upon Customer's payment in full of all amounts due hereunder. Work Product Type 2 shall be used by Customer solely in conjunction with, and consistent in scope with, Customer's permitted use of the Licensed Software under this Agreement.

"Clear Ballot Pre-Existing IP" shall mean any and all software, hardware, information, technology, configurations, training materials, tools, methodologies, data, designs, ideas, concepts, know-how, techniques, materials, data, algorithms, and other information owned or licensed by Clear Ballot prior to the commencement or independent of the Professional Services and all intellectual property rights therein, some of which may be used by Clear Ballot in performance of the Professional Services or the development of the Work Product hereunder, and shall also include any enhancements or modifications made by Clear Ballot to the Clear Ballot Pre-Existing IP while performing the



Services hereunder. All Clear Ballot Pre-Existing IP is the sole property of Clear Ballot. Customer acknowledges and agrees that Clear Ballot is in the business of providing the Clear Ballot Products, and as such will retain the unlimited right to use and to sublicense to others the ideas, designs, concepts, techniques or other expertise which Clear Ballot may develop or employ in providing the Professional Services, including those ideas, concepts, techniques acquired in developing the Work Product, in any products and for any purposes (including providing services and developing work product for other customers), provided that the same are (i) of general application and (ii) not based on and do not contain Customer Confidential Information. For the avoidance of doubt, Clear Ballot may create the same or similar work product for other customers without liability or obligation to Customer. To the extent that Clear Ballot incorporates any Pre-Existing IP into any Work Product, then Clear Ballot hereby grants Customer a royalty-free, non-exclusive, non-transferable license to use such Pre-Existing IP delivered to Customer solely as necessary for and in conjunction with and not separate from Customer's use of the Work Product.

Clear Ballot warrants that any Professional Services will be performed in a professional, workmanlike manner and shall substantially conform to the specifications set forth in the applicable Order for a period of thirty (30) days from the date of completion (the "Professional Services Warranty Period"), unless specified otherwise in the Order. If Customer notifies Clear Ballot in writing of any failure to comply with the Professional Services warranty described in this paragraph during the Professional Services Warranty Period, then Clear Ballot shall re-perform the relevant Professional Services at no additional cost to Customer within a reasonable period of time. The foregoing remedy is the sole and exclusive remedy of Customer and the sole and exclusive liability of Clear Ballot for breach of this Professional Services warranty.

CLEAR BALLOT GROUP, INC. ORDER

This Order ("Order") is entered into by and between Crook County, OR ("Customer") and Clear Ballot Group, Inc. ("Clear Ballot") effective the ___ day of _____, 2023 (the "Effective Date"). This Order is subject to and governed by the terms and conditions of the Clear Ballot Master Services Agreement executed by and between the parties on _____, 2023 (the "Agreement"). Capitalized terms used and not otherwise defined in this Order shall have the meaning set forth in the Agreement. Each of Customer and Clear Ballot is referred to in this Order individually as a "party", collectively the "parties".

Clear Ballot and Customer previously entered into Clear Ballot Group Software License and Services Agreement executed by and between the parties on December 13, 2018 (the "Prior Agreement"). The parties desire to supersede and replace the terms and conditions of the "Prior Agreement" with the terms and conditions of this Order. As of the Effective Date the Prior Agreement shall terminate and be of no force and effect.

The following exhibits are attached to this Order and are hereby incorporated herein by reference:

EXHIBIT A: Statement of Work ("SOW")

EXHIBIT B: Service Level Agreement ("SLA")

Scope of Use: Customer is authorized to use the ClearDesign and ClearCount components of the ClearVote Software to design, digitally scan, tabulate, and adjudicate paper ballots, as well as provide tabulation reports.

Designated Jurisdiction: Crook County, OR

1. Support Services

Support Services fees are due annually on the date identified in Section 2. Support Services includes 12 months of technical support, Hardware maintenance (scanners), and Licensed Software maintenance with an effective start date of December 13, 2023. Customer is required to purchase Support Services for each year that it continues to use the Licensed Software. Hardware maintenance relates to the following scanners and their corresponding serial numbers:

fi-6400 – AKHCC00781

2. Payment Schedule

As part of this SOW, the Customer agrees to the following payment terms and milestones. Clear Ballot's Customer Success team will work closely with Customer's designated project team to ensure Support Services and Professional Services are delivered in accordance with this Order.

Clear Ballot Products	Payment Amount	Due Date
Year 1 Support Services (covers 12/13/23–12/12/24)	\$ 11,255.09	Amount due December 13, 2023
Year 2 Support Services (covers 12/13/24–12/12/25)	\$ 11,592.74	Amount due December 13, 2024
Year 3 Support Services (covers 12/13/25–12/12/26)	\$ 11,940.52	Amount due December 13, 2025
Year 4 Support Services (covers 12/13/26–12/12/27)	\$ 12,298.74	Amount due December 13, 2026

Year 5 Support Services (covers 12/13/27–12/12/28)	\$ 12,667.70	Amount due December 13, 2027
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The parties have reviewed this Order and all exhibits attached hereto and authorize the project to move forward in accordance with the Agreement.

CUSTOMER

CLEAR BALLOT GROUP, INC.

BY: _____ BY: _____

(PRINTED NAME) (PRINTED NAME)

(TITLE) (TITLE)

(DATE) (DATE)

EXHIBIT A STATEMENT OF WORK

This Statement of Work (“SOW”) details the effort necessary for Clear Ballot to deliver the Support Services set forth in the Order in accordance with the functional and technical requirements as stated herein.

1.0 INTRODUCTION

1.1 Scope of Work

The scope of work to be delivered is to provide ongoing technical support, Hardware maintenance, and Licensed Software maintenance for Customer’s continued use of Clear Ballot’s ClearDesign and ClearCount components of the ClearVote Software, as identified in the Order, which includes:

- Clear Ballot will provide the Support Services specified in the Order which Customer may use to design, digitally scan, tabulate, and adjudicate paper ballots, as well as provide tabulation reports.

1.2 Location

All Support Services identified in the Order will be initially directed towards the named person and address noted below:

NAME
STREET
CITY, STATE, ZIP

2.0 MUTUAL RESPONSIBILITIES

High level responsibilities for these Support Services are broken down as follows:

2.1 Clear Ballot Responsibilities

- Clear Ballot shall provide continued access to the Licensed Software
- Clear Ballot shall provide technical support on Hardware and Licensed Software purchased from Clear Ballot, in line with the SLA
- Clear Ballot shall make available certified Software Upgrades to Customer and assist with Software Upgrades, as defined in the SLA
- Clear Ballot shall provide updates to product documentation, as available
- Clear Ballot shall coordinate the provision of annual scanner maintenance with OEM and provide technical support

2.2 Customer Responsibilities

- Customer shall have in place, the certified Hardware as specified by Clear Ballot.
- Customer shall ensure work schedules of Authorized Users are mutually agreed upon with Clear Ballot staff.
- Customer shall ensure an appropriate workspace, including, without limitation any necessary furniture, electrical outlets, and secure storage are in place prior to commencement of the Support Services

EXHIBIT B SERVICE LEVEL AGREEMENT

Mission

It is the mission of Clear Ballot Group (“CBG”) to provide exceptional support for our products and maintain the highest levels of customer trust and satisfaction as a part of the partnership established in selecting Clear Ballot Group’s election technology.

Overview

The purpose of this Service Level Agreement is to outline the agreed-upon services to be provided to the customer in support of the successful use and operation of the Clear Ballot system and components procured. The Customer Success Team of CBG is responsible for providing comprehensive support of all software and hardware products purchased under this agreement.

Customer Success Manager

As part of this SLA, a Customer Success Manager (“CSM”) will be assigned to your account. The CSM will serve as your advocate to insure your successful and prolonged use of CBG solutions. The CSM holds annual user group meetings for CBG customers to exchange knowledge, network with colleagues, and expand their understanding of CBG solutions. The CSM also coordinates and schedules CBG upgrades when needed, conducts customer satisfaction surveys and promotes your product change requests to CBG Product Management for their consideration when planning future CBG releases.

Helpdesk

The CBG Helpdesk is in operation Monday through Friday from 8:00AM until 8:00 PM ET. Customers may contact the Helpdesk at (857) 250-4961 or submit email requests to support@clearballot.com. Requests for technical support via telephone are handled on a first-in, first-respond basis, however callers may leave a message and all messages will be responded to by telephone within 24 hours. Requests via email will typically be responded to in the same day, and always within 24 hours. Customers requiring immediate assistance or response outside of these hours may contact their CSM with issues and concerns, who will facilitate the proper response.

During Normal Election Cycles, defined herein as the period starting two weeks before scheduled State or Federal Election Days until five days after Election Day, the Helpdesk will operate from 7:00AM until 11:00PM in the Customer’s time zone. Clear Ballot’s service level for response time during Elections Cycles is 2 hours. Extended technical support during Election Cycles is available at no additional cost at the customer’s request. Contact your CSM to establish times and availability of support personnel to assist you during your election cycle.

Online Support

CBG offers several online resources for provision of online Customer Support. Our Helpdesk is a secure web portal that provides customers the ability to submit issues, research past issues, find solutions and identify best practices. Technical information on our products is available via our Support Portal on demand. This portal is accessible at <https://clearballot.com/support>.

Clear Ballot’s Customer Success Organization works closely with our training and documentation staff to ensure that all materials are accurate, comprehensive, and up to date. If support on a procedural or non-proprietary matter is required, Clear Ballot’s Customer Success Representative may arrange a web conference or demonstration to assist in the resolution of the issue promptly.

Hardware Repairs

Requests for hardware repairs or maintenance, included within this contract, can be initiated via telephone or email, sent to either the Customer's CSM or the Helpdesk. All repair requests and activity will be initiated and tracked by the CBG Customer Success Team. To provide customers with the highest level of quality service and response, CBG may engage the service teams of each Original Equipment Manufacturer ("OEM") to perform repairs, where applicable, in accordance with Customer's existing warranty and/or maintenance program. Repairs for products may be performed at the customer's site or at a remote location. Clear Ballot will respond to your request, within the appropriate Service Level response time, with an initial telephone inquiry to provide basic problem-solving techniques and to gain specifics on the nature of the issue. After determination of a need for onsite service during this telephone inquiry, each service unit will respond onsite hours to facilitate repairs to your equipment. The Customer shall be responsible for allowing for technician visits at its facility in accordance with the customers' warranty.

Software Upgrades

As part of this agreement, CBG will make certified software upgrades available to all customers of record for use at their discretion. As determined by each Customer's protocols for installing software, the software may be provided directly to the Customer for installation or a request to the Voting System Testing Laboratory ("VSTL") may be initiated by CBG for a release of a trusted build copy of the software from the lab directly to the customer. Additionally, CBG will provide hash values to the customer for proper authentication of the software installation. At the Customer's request, CBG will schedule a technical Specialist at the prevailing rates to arrive onsite to assist or install and test the software upgrade.

Hardware Warranty and Support

The Clear Ballot's hardware warranty program provides assurance that all system hardware is free of all defects on material and workmanship for an initial period of 12 months. During the warranty period, Clear Ballot will repair or replace, free of charge, any part defective in material or workmanship. The warranty shall be designated to begin uniformly on all units comprising a single order, immediately upon the completion of the Customer's User Acceptance Testing and acceptance by Customer, or at the end of 30 days after completion of delivery, whichever shall occur earlier. All warranty repairs must be performed by Clear Ballot or an authorized Clear Ballot representative.

Clear Ballot's Customer Success Manager will act as the single point of contact for all hardware warranty service requests provided under this agreement. The procedure to initiate warranty repairs is the same as noted above in the section entitled "Hardware Repairs."

Enhanced and Extended Maintenance

Clear Ballot offers enhanced and extended maintenance and support programs tailored to the Customer's needs when requested by the Customer as part of the original sale. All requests for enhanced or extended maintenance shall be established through the Clear Ballot representative at the time of sale and at the rates or extended costs determined at that time. This Service Level Agreement and the maintenance stated herein shall serve as the basis for service and support for all products sold by CBG to the Customer. All enhanced or extended maintenance provisions shall be appended to this Service Level Agreement as part of the "Service Level Agreement, Additional Provisions" form that will be signed by a designated representative of both the Customer and CBG. No Service Level Agreement issued to a Customer as part of a sale shall provide services or support not stated herein without attachment of the signed Service Level Agreement, Additional Provisions form.



Agenda Item Request

Date:

December 20, 2023

Meeting date desired:

December 27, 2023 – Work Session Discussion

Subject:

Amendment to TownCloud Inc. Contract to modify payment terms for the current Go Live payment of \$45,000 to be split into two payments with \$20,000 before December 31, 2023 and the remaining \$25,000 when the ERP goes live.

Background and policy implications:

The current contract with TownCloud Inc. (vendor for our new ERP system) prescribed payments as follows: \$45,000 upon contract signature, \$45,000 upon agreement to delivery of requirements, project schedule and charter, \$45,000 upon the software going live and the final payment of \$15,000 upon completion of all requirements and full implementation. The first two milestones on the contract were met and payments have been remitted. The original project schedule anticipated the software going live on December 31st, 2023. Due to delays both on TownCloud's development side and on the County's side due to staffing, the software will not go live as of December 31st. Due to TownCloud utilizing the initial project schedule, in good faith that the go live date would be met to plan their cash flows for the County's project, they are requesting an amendment to their current contract to allow for a payment of \$20,000 before December 31, 2023. The total contract amount will remain the same at \$150,000 and no other changes will be made to the contract with the amendment which is attached to this request and details the new payment schedule.

Budget/fiscal impacts:

The total amount of the software was budgeted for the current fiscal year utilizing American Rescue Plan Act (ARPA) grant funds, no budgetary actions need to be taken to allow for the change in payment arrangements.

Requested by:

Christina Haron, CPA Crook County Finance Director christina.haron@crookcountyor.gov

Presenters:

Christina Haron, CPA Crook County Finance Director

Legal review (only if requested):

The Crook County legal department prepared the amendment and provided it to TownCloud for their review and signature.

AMENDMENT 1
to Financial Suite Development and Subscription Agreement

This first amendment (hereinafter “Amendment 1”) modifies that certain Financial Suite development and subscription agreement (hereinafter “the Agreement”), designated Quote No. 000 00 755 dated June 5, 2023, made by and between TownCloud, Inc., a Colorado corporation with principal offices located at 555 Eldorado Blvd Ste 100, Broomfield, CO 80021 (hereinafter “TownCloud”), and Crook County, a political subdivision of the State of Oregon, with principal offices located at 203 NE Court Street, Prineville, OR 97754 (hereinafter “Crook County.”)

RECITALS

A. *Whereas*, TownCloud and County are parties to that certain Agreement for the development of a suite of financial activities, including but not limited to General Ledger management, Budgeting, Accounts Payable services, Grant management, and Reporting activities, along with a 36-month services subscription, for a total price of \$150,000.00; and

B. *Whereas*, per the terms of the Agreement, the payment due from Crook County to TownCloud is to be apportioned according to the following milestones:

- | | |
|---|--------------|
| 1. Execution of Agreement (Quote, Subscription Agreement) - | \$45,000.00. |
| 2. Delivery Requirements, Project Schedule, & Charter - | \$45,000.00. |
| 3. GoLive - | \$45,000.00. |
| 4. Completion of all requirements - | \$15,000.00. |

C. *Whereas*, TownCloud and Crook County are willing to amend the payment schedule described above, as more fully set out in this Amendment 1.

AGREEMENT

Now, therefore, in consideration of the mutual covenants contained herein, the sufficiency of which is acknowledged, TownCloud and Crook County agree as follows:

- Effective Date: This Amendment 1 becomes effective on the date when signed by both TownCloud and Crook County.
- Adoption of Recitals: The above Recitals are incorporated into and made a part of this Amendment 1, as terms of contract and not mere recitals.
- Modification of Payment Schedule: The payment schedule described above in Recital B, and in the “Description” block on TownCloud Quote No. 000 00 755, are both deleted in their entirety and replaced with the following:

Payment Terms – Payment will be provided based upon the following Milestones:

- | | |
|---|--------------|
| 1. Execution of Agreement (Quote, Subscription Agreement) - | \$45,000.00. |
| 2. Delivery Requirements, Project Schedule, & Charter - | \$45,000.00. |
| 3. Partial Performance Payment, due 12.31.23 or 7 days after the
Effective Date of Amendment 1, whichever is later - | \$20,000.00. |
| 4. GoLive - | \$25,000.00. |
| 5. Completion of all requirements - | \$15,000.00. |

4. Acknowledgment of Receipt: TownCloud acknowledges that it has already received the following payments from Crook County:

- 1. Execution of Agreement (Quote, Subscription Agreement) - \$45,000.00.
- 2. Delivery Requirements, Project Schedule, & Charter - \$45,000.00.

5. Except as specifically modified by this Amendment 1, the Agreement continues in full force and effect. Without limiting the foregoing, this Amendment 1 does not modify the paragraphs listed under "Quote Terms" of the Agreement.

6. Execution In Counterpart: This Amendment 1 may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together shall constitute one in the same instrument. Facsimiles and electronic transmittals of the signed document shall be binding as though they were an original of such signed document.

In Witness Whereof, TownCloud and Crook County have executed this Amendment 1 effective as of the date when signed by both parties.

TownCloud, Inc.,
a Colorado corporation

Crook County,
a political subdivision of
the State of Oregon

 12/18/2023
Signature / Date

Signature / Date

Christopher Haywood, Manager
Print Name and Title

Print Name and Title

555 Eldorado Blvd Ste 100,
Broomfield, CO 80021

203 NE Court Street
Prineville, OR 97754

Mailing Address:
PO Box 267
Bridgton, ME 04009

Mailing Address:
300 NE 3rd Street
Prineville, OR 97754



TownCloud

QUOTE

Company Address:	PO Box 267 Bridgton, ME 04009 United States	Created Date	6/5/2023
		Expiration Date	5/26/2023
Description	Payment Terms - Payment will be provided based upon the following Milestones: 1. Execution of Agreement (Quote, Subscription Agreement) - \$45,000 2. Delivery of Requirements, Project Schedule, & Charter - \$45,000 3. GoLive - \$45,000 4. Completion of all requirements - \$15,000	Quote Number	00000755
Prepared By	Chris Haywood	Contact Name	Christina Haron
Phone	(720) 722-0349	Phone	(541) 447-6554 Ext 168
Email	chaywood@towncloud.com	Email	christina.haron@co.crook.or.us

Bill To Name County of Crook County
 Bill To 300 Northeast 3rd Street
 Prineville, Oregon 97754
 United States

Product	Line Item Description	List Price	Quantity	Subtotal	Total Price
Finance Suite	36-Month Subscription (GL, Payables, Budget, Grants, Reporting)	\$150,000.00	1.00	\$150,000.00	\$150,000.00

Total Price \$150,000.00

By signing below, I acknowledge that I have read and agree to the TownCloud, Inc. **Subscription Services Agreement** located at <https://towncloud.com/subscription-services-agreement/>.

	
Customer Signature	TownCloud Signature
Seth Crawford, County Judge	Christopher Haywood, Manager
Printed Name & Title	Printed Name & Title

Quote Terms

The following terms supersede and take priority over any conflicting language in the Subscription Agreement (located at: <https://towncloud.com/subscription-services-agreement/>) as modified or amended.

1. This agreement will not be terminated for convenience without the prior written (email okay) consent of TownCloud and Crook County, OR.
2. TownCloud will not increase the prices for the services listed in this quote for the subscription period listed on this quote.
3. At any point during the subscription period, Customer will have the option of extending the subscription for these apps for an additional 36 month term for \$150,000.00 (payable upon quote execution).

AGENDA ITEM REQUEST



Date:

Meeting date desired:

Subject:

Background and policy implications:

Budget/fiscal impacts:

Requested by:

Presenters:

Legal review (only if requested):

Elected official sponsor (if applicable):

GENERAL APPLICATION TO SERVE ON A CROOK COUNTY COURT-APPOINTED BOARD OR COMMITTEE

Position applied for:

Name:

Address:

Phone Number:

Email:

Please list any relevant experience you may have that would make you effective in the position:

Why do you wish to serve in this position?

A letter of interest may be submitted in lieu of this form

AGENDA ITEM REQUEST



Date:

Meeting date desired:

Subject:

Background and policy implications:

Budget/fiscal impacts:

Requested by:

Presenters:

Legal review (only if requested):

Elected official sponsor (if applicable):



Crook County

300 NE 3rd Street • Prineville, Oregon 97754
(541) 447-6555 • (541) 416-3891

APPLICATION FOR MEMBERSHIP ON NATURAL RESOURCES COORDINATION ADVISORY COMMITTEE

Please complete this application in a brief, yet informative manner. If questions are not applicable, enter "NA."

Name: Stephen H. McGuire
First Middle Last

Address: 2109 NE Wolverine Loop Prineville, OR 97754
Street City State Zip

Phone: N/A N/A 360-878-1593
Home Work Cell

Email: dideli's.hank@gmail.com

I hereby submit my name for consideration to serve in an advisory capacity to the Crook County Court as a member of the Natural Resources Coordination Advisory Committee.

Education: see attached

Professional License, Registration or Certification, if applicable: N/A

Relevant Experience in any topic area of federal land use planning" (paid employment or volunteer):

see attached

Please list any current or former membership or board position(s) you have held with other organizations:

See attached



Crook County

300 NE 3rd Street • Prineville, Oregon 97754
(541) 447-6555 • (541) 416-3891

Examples of past experiences showing ability to work collaboratively with others of differing viewpoints and achieve good faith compromise:

See attached

Why do you wish to serve in this capacity?

See attached

Personal and professional achievements (please include activities which address contributions you could make to the committee/council/board/panel):

See attached

How you would like to receive future communications:

Email Phone

Please submit two signed and dated letters of recommendation.

I ATTEST THAT ALL INFORMATION CONTAINED IN THIS DOCUMENT IS TRUE AND CORRECT.

Steve McGuire 11-20-23
Signature of Applicant Date

PLEASE RETURN THIS FORM TO:
Tim Deboodt
Crook County Extension Building
498 SE Lynn Blvd
Prineville, OR 97754

Applications can also be submitted via e-mail at: tim.deboodt@co.crook.or.us 541-903-5903

1968 Crook County High School graduate, 1971 Central Oregon Community College graduate, Associate of Science Degree, Forestry Technology, Plane Surveying, Range Management.

N/A

Commented, through the public comment process, on a number of federal land use proposals. Also participated in federal tours of public lands to observe first hand the existing environment and provide input regarding proposed changes.

**Past member: Ochoco Bassmasters (treasurer, vice president, president), Bass Anglers Sportsman Society, Rocky Mountain Elk Foundation, Prineville Volunteer Fire Department
Current member: Crook County Natural Resources Committee, chair**

As a member of a forest products company, negotiated a number of union labor contracts with the International Woodworkers Association. Extensive experience as a Human Resources Manager to address individuals' and working group concerns.

Crook County is like my back yard and therefore, I believe serving on this committee provides the opportunity to have a direct impact regarding future use and management of the county's natural resources to ensure their longevity and availability to all county residents and visitors.

Assisted in the drafting and development of the Crook County Natural Resources Policy. I led the research and development of the forestry section of that policy. I managed a forest products company, both domestically and abroad, and therefore understand the environmental and economic needs and consequences associated with the management of the county natural resources.

November 8, 2023

Crook County Court

RE: Steve McGuire Letter of Recommendation

To Whom It May Concern:

I am writing to strongly endorse Steve McGuire for another term on the Crook County Natural Resources Committee. I have known Steve most of my life and we both grew up in the forest products industry. Professionally, Steve brings a wealth of knowledge to the committee, being a graduate forester, forest products plant manager and human resource manager in our industry.

Personally, Steve has lived in Crook County for a good portion of his life and raised his children and grandchildren there. Steve knows how valuable the National Forests and natural resources are for the citizens and communities in Crook County.

Steve is well known and well respected in Crook County and the experiences he brings to the Committee are invaluable. Steve is one you can count on, is a hard worker, and will contribute greatly to this group.

I encourage the County to enlist Steve for another term on the Natural Resource Committee for the sake of our resources, county, communities, and people that depend on and enjoy our natural resources.

Respectfully,



Tom Partin
AFRC Consultant
921 SW Cheltenham Street
Portland, Oregon 97239
503-704-4644
tpartin@amforest.org

Date: 11/16/23

Re: Reference Letter for Steve McGuire

To Whom it may Concern

I, David J. Garcia, have known Steve McGuire since October of 2003 and worked directly together with Steve for 3 years, in partnership for Hampton Lumber Company as Human Resources Manager and Operations Manager respectively. Steve McGuire and I and our families formed a lasting friendship that is present to this day.

On the professional side, Steve proved to be a creditable and trusted Human Resources Manager. Steve gained the respect of the company management team as well as production level workers. Steve made decisions based on relevant information. Steve worked well in a team environment and promoted the same. People came to Steve for input and advice. Steve played a proactive role in developing a highly successful safety culture within our immediate operations as well as the entire Hampton company. Steve was approachable and listened when involved in discussion.

On the personal side, Steve should be considered a person of high integrity and moral character. Steve is a family man dedicating his time and effort to immediate and extended families. Steve is respected in his family and community circles for what he says and does. Steve has enjoyed and utilized the outdoors for pleasure and sport all his life. With the respect Steve has for the land and nature has to offer, Steve should be considered not only a sportsman, but a conservationist and environmentalist.

Steve would serve well with community or government-based research and decision-making groups that would have a lasting effect on the community, the land and the environment.

If you require further information regarding Steve McGuire, please do not hesitate to contact myself at 509-640-1085.

Sincerely and Best Regards,



David J. Garcia



Crook County

300 NE 3rd Street • Prineville, Oregon 97754
(541) 447-6555 • (541) 416-3891

APPLICATION FOR MEMBERSHIP ON NATURAL RESOURCES COORDINATION ADVISORY COMMITTEE

Please complete this application in a brief, yet informative manner. If questions are not applicable, enter "NA."

Name: Lynne Marie Breese
First Middle Last

Address: 3315 SE Paulina Hwy. Prineville OR 97754
Street City State Zip

Phone: 541-447-6762
Home Work Cell

Email: jlbreese@crestviewcable.com

I hereby submit my name for consideration to serve in an advisory capacity to the Crook County Court as a member of the Natural Resources Coordination Advisory Committee.

Education: OSU - B.S. in Home Economics; Master Woodland Manager;
Society for Range Management field workshops 1993-2023; ODF Fire Management

Professional License, Registration or Certification, if applicable: _____
NA

Relevant Experience in any topic area of federal land use planning" (paid employment or volunteer):

Ochoco NF Wild Horse Sounding Board. Ochoco NF Ventenata Listening Session. BLM Grazing-respond to BLM allotment permit renewals during public input. Work with US Fish & Wildlife Service for Sage Grouse CCAA standards. East Oregon Forest Protective Assoc. – cooperator with ODF, BLM, USFS, ODFW.

Please list any current or former membership or board position(s) you have held with other organizations:

Crooked River Watershed Council 2002-2023. PNW Society for Range Management 1993-2023, Director 3 years, Newsletter Editor 17 years. East Oregon Forest Protective Assoc., Secretary 15 years. Oregon Small Woodlands Assoc. 1989-2023, Director 3 years. Post Paulina Rangeland Fire Protective Assoc. 2008-2023. OR Dept. of Ag-Crooked River Agricultural Water Quality Mgmt. Plan, 2021-2023.



Crook County

300 NE 3rd Street • Prineville, Oregon 97754
(541) 447-6555 • (541) 416-3891

Examples of past experiences showing ability to work collaboratively with others of differing viewpoints and achieve good faith compromise:

As an OSU Extension Agent, I taught facilitation & collaboration classes. Watershed Council (agency, tribal & private landowners) requires asking solid questions, listening well and discussing openly & honestly. As private landowners, we host many different groups (high school to adult) to teach range & forest management in collaboration with OSU and State & Federal agencies. Our goal to TEAM TEACH involves scientists of range, forest, water (juniper "weeds"), wildlife, livestock, soil, fire, . . .
Why do you wish to serve in this capacity?

When we returned to the ranch in 1987, communication & cooperation between ranchers & agencies was a given; everyone knew one another on first name & working name basis. I do not see this today. Agencies seem "locked down", staff are not encouraged to partner in the community, professional societies or natural resource organizations. My hope is to foster better communication between State & Federal Agencies, and build more transparent cooperation.

Personal and professional achievements (please include activities which address contributions you could make to the committee/council/board/panel):

For over 25 years, I have been involved with federal land managers and see how over these years, many managers have lost the ability/desire to see the "big picture". I have the ability to see past the minutia of "standard operating procedures". I would like to help bring together these federal & state managers to support scientific "on the ground" natural resource programs for the good of our public & private lands, AND the people of Crook County.

How you would like to receive future communications:

Email Phone

Please submit two signed and dated letters of recommendation. *Letters submitted by*

Chris Gannon and Jerry Brummer

I ATTEST THAT ALL INFORMATION CONTAINED IN THIS DOCUMENT IS TRUE AND CORRECT.

Dyanne M. Beere

November 20, 2023

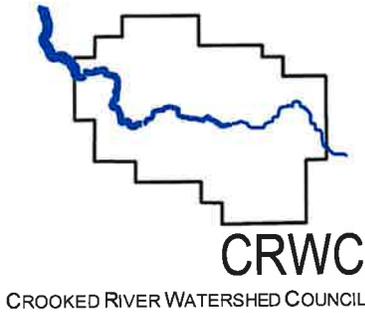
Signature of Applicant

Date

PLEASE RETURN THIS FORM TO:

Tim Deboodt
Crook County Extension Building
498 SE Lynn Blvd
Prineville, OR 97754

Applications can also be submitted via e-mail at: tim.deboodt@co.crook.or.us 541-903-5903



498 SE Lynn Blvd.
Prineville, Oregon 97754

Phone: (541) 447-8567 Fax: (541) 416-2115

contact@crwc.info
www.crookedriver.deschutesriver.org

Crook County Natural Resource Committee
300 NE 3rd Street
Prineville, OR 97754

11/17/2023

Chair Deboodt,

The Crooked River Watershed Council is pleased to endorse and recommend Lynne Breese be retained for another term on the Natural Resources Committee for Crook County.

Lynne has a long and productive history of advocating for and accurately representing resources in the county and has decades of experience in hands-on land management. She combines this important perspective with current academic and research results applicable to the range of issues, challenges, and opportunities facing Crook County.

Lynne has served on our board for nearly two decades and rarely misses a meeting. She never fails to remain fully engaged with the council's work and advocates well in support of the organization's mission. Her commitment and consistency to the council, I am sure reflected in similar ways under her service to the Natural Resource Committee over her current term, makes her extended service to the county on the committee an asset. Please accept our recommendation for Lynnes continued membership on this committee for another term.

Thank you for the work of the committee and your representation of natural resources on behalf of county residents.

Sincerely,

Chris Gannon
Director

November 17, 2023

To the Crook County Court:

I would like to recommend Lynne Breese be appointed to the Natural Resource Committee for another term. She has the background and understanding of the needs and desires of the people of Crook County to serve in this capacity. She has been involved in the grazing and timber industries in our area along with serving on regional committees for many years. She is very dedicated and will go the extra mile to get the job done.

Thanks for your consideration on this appointment.

Respectfully,

A handwritten signature in cursive script that reads "Jerry M. Brummer". The signature is written in black ink and is positioned above the printed name.

Jerry M. Brummer



Crook County

300 NE 3rd Street • Prineville, Oregon 97754
(541) 447-6555 • (541) 416-3891

APPLICATION FOR MEMBERSHIP ON NATURAL RESOURCES COORDINATION ADVISORY COMMITTEE

Please complete this application in a brief, yet informative manner. If questions are not applicable, enter "NA."

Name: Frank ALbert Porfily
First Middle Last

Address: 3404 NE Barnes Rd. Prineville OR 97754
Street City State Zip

Phone: — — 541-419-9859
Home Work Cell

Email: Frankporfily@gmail.com

I hereby submit my name for consideration to serve in an advisory capacity to the Crook County Court as a member of the Natural Resources Coordination Advisory Committee.

Education: Bailey School, Under Prineville Reservoir 1 thru 6 & 7 & 8
CC Grade School, Graduated CCHS, Graduated, Bachelors Degree OSU Corvallis

Professional License, Registration or Certification, if applicable: _____
Brake Inspector, Hwy Eq. CDL Transport Driver, Pilots License

Relevant Experience in any topic area of federal land use planning" (paid employment or volunteer):

Years of Experience volunteering + working with USFS on
many different projects

Please list any current or former membership or board position(s) you have held with other organizations:

Former County Commissioner, NRC Member, Rotary club, chamber of
commerce member, OFRC member, Association of Oregon Counties



Crook County

300 NE 3rd Street • Prineville, Oregon 97754
(541) 447-6555 • (541) 416-3891

Examples of past experiences showing ability to work collaboratively with others of differing viewpoints and achieve good faith compromise:

NRC Member, OFRC Member

Why do you wish to serve in this capacity?

My goal is to see the Government Agencies to cooperate with local people to accomplish things that fit the local public.

Personal and professional achievements (please include activities which address contributions you could make to the committee/council/board/panel):

Have a history in logging, water management, ranching, farming, construction contracting, transportation, worked for CC Extension Service 4 years, environmental company,

How you would like to receive future communications:

Email Phone

Please submit two signed and dated letters of recommendation.

I ATTEST THAT ALL INFORMATION CONTAINED IN THIS DOCUMENT IS TRUE AND CORRECT.

Frank Peeply
Signature of Applicant

11/9/23
Date

PLEASE RETURN THIS FORM TO:

Tim Deboodt
Crook County Extension Building
498 SE Lynn Blvd
Prineville, OR 97754

Applications can also be submitted via e-mail at: tim.deboodt@co.crook.or.us 541-903-5903

11/9/23

Crook County Natural Resource Committee Application

I recommend Frank Portly Be approved
to ReJoin THE NATURAL Resource Committee
when his Term Expires!

Thank you

Jenny West

541-408-4079

P.O. Box 1471

Prineville, OR 97754

11/9/23

Crook County Natural Resource Committee Application

I recommend Frank Porfily Be Approved
TO ReJoin THE NATURAL Resource Committee
When his Term Expires!

THANK YOU

Sarah Beeler
Crook County Library Director

Frank is highly recommended for his
Skill, Knowledge, and sense of humor!



Crook County

300 NE 3rd Street • Prineville, Oregon 97754
(541) 447-6555 • (541) 416-3891

APPLICATION FOR MEMBERSHIP ON NATURAL RESOURCES COORDINATION ADVISORY COMMITTEE

Please complete this application in a brief, yet informative manner. If questions are not applicable, enter "NA."

Name:	Calista	Marie	Songstad	
	<i>First</i>	<i>Middle</i>	<i>Last</i>	
Address:	2673 NE Sunrise Lane	Prineville	OR	97754
	<i>Street</i>	<i>City</i>	<i>State</i>	<i>Zip</i>
Phone:	425-239-3182	Same	same	
	<i>Home</i>	<i>Work</i>	<i>Cell</i>	
Email:	calista@compassrosefisheries.com			

I hereby submit my name for consideration to serve in an advisory capacity to the Crook County Court as a member of the Natural Resources Coordination Advisory Committee.

Education: Masters in Business Administration
Certificates in Agrigultural Import/Export as well as Supply Chain Management

Professional License, Registration or Certification, if applicable: National Association
of Parliamentarians.

Relevant Experience in any topic area of federal land use planning" (paid employment or volunteer):

My career has revolved around running a commercial fishing business that is headquartered in Alaska,
that is regulated by both the state and federal agencies surveying and setting the quota
we are allowed to harvest as well as the guidlines and penalties in the method.

Please list any current or former membership or board position(s) you have held with other organizations:

Oregon Association of Parliamentarians - Chair of Finance and Youth committees

Central Oregon Federation of Republican Women - Chair of Legislative committee, Crook County Republicans - Delegate

Letter of recommendation

Jessica Brumble <jessica.l.brumble4@gmail.com>

Wed 11/29/2023 1:29 PM

To: Tim Deboot <Tim.Deboot@co.crook.or.us>

Mr. Deboot,

Please find my letter of recommendation below, I'm sorry it's in just the body form of an email! My daughter had surgery and I don't have my laptop, I only have my phone! I wanted to make sure I got it to you in time for review of the applications!

Thank you!

Jessica

Dear Mr. Deboot,

I am writing to recommend Calista Songstad for the Natural Resource Coordinator Advisory Committee. I have known Calista for 1 and 1/2 years. I have nothing but positive things to say. There is no doubt in my mind that Calista will be an excellent addition to the Natural Resources Coordinator Advisory Committee.

I have always known Calista to be of sound character, being honest, patient, persistent, and having a great sense of ambition. Over the course of 1 and 1/2 years I have witnessed tremendous strengths in Calista's communication, leadership, teamwork, and problem solving. I am certain these cultivated skills will allow Calista to excel.

I think that Calista shares a strong sense of community.

Her family has run a fishing outfit for many years. She is invested in growth and development of our natural resources.

Please do not hesitate on contacting me at 541-255-9357 or jessica.l.brumble4@gmail.com if you have any further questions or requests.

Thank you,

Jessica Brumble

Thank you,

Jessica Brumble

[CAUTION: This email originated from outside of the organization. DO NOT CLICK LINKS or open attachments unless you recognize the sender and know the content is safe]

FROM THE DESK OF

JESSICA LAY

November 30, 2023

Tim Deboot
Natural Resource Committee Director

Dear Tim,

I wanted to reach out to you to recommend Calista Songstad to the Natural Resource Committee. She is an incredible human being with a vast knowledge of a variety of things that could help this committee. She has spent countless hours at our State Capital working on educating and advocating during legislation. She and her husband own a fishing boat in Alaska and she is not bashful to hard work. Since moving to Prineville she has been very involved in the community, volunteering, attending different meetings of school boards, Lemon Gulch, community development, planning department, city council, and much more. She is steadfast in her commitment to her community and is diligent in showing up week after week and month after month. She is full of integrity, level headed, respectful and works tremendously with others. I have never met a person who doesn't have a good word to say about Calista. I would consider her a HUGE asset to your team and a very logical, critical thinking member.

Sincerely yours,



Jessica Lay

CONTACT

290 NW THIRD PRINEVILLE, OR 97754

541-228-8272

JESS@SIGNETREALTYGROUP.COM

**Holly Stephens Hanes
7887 NW Newell Lane
Prineville OR 97754
541-447-2479**

November 30, 2023

Tim Deboodt, PhD, Crook County Natural Resources
Seth Crawford, Crook County Judge
Brian Barney, Crook County Commissioner
300 NE Third Street
Prineville OR 97754

**Re: Natural Resources Coordination Advisory Committee
Support of applicant, Calista Songstad**

Dear Dr. Deboodt, Judge Crawford and Commissioner Barney:

It is with great pleasure that I submit this letter of recommendation in support of Calista Songstad who is asking to be appointed to the Natural Resources Coordination Advisory Committee. I met Calista early in 2023 at a community event, and I quickly recognized that we shared common concerns regarding local and community issues and current regional issues. I was already aware of Calista's advocacy work in the healthcare arena, having watched her persistence as she reached out to legislators to provide perspective on some key issues. Calista and her family chose Prineville as their home several years ago, and she immediately began to immerse herself in the community and volunteer her time and expertise where it was needed most.

Calista is a very intelligent, respectful and thoughtful woman who has a keen understanding of relationship building and the importance of building bridges, where possible, between opposing parties to achieve compromise. I am aware of her family's longstanding business in the commercial fisheries industry and how changing federal legislation regarding fishing has impacted her own family, her employees and her employees' families. Her experience in this area of natural resources certainly will provide a unique perspective to the Natural Resources Coordination Advisory Committee that helps to balance local, state and federal objectives with the needs of the community.

Calista is also a devoted advocate for education and parents' desires to provide the best possible outcomes for their children, specifically in homeschooling. She has four children who have excelled in their homeschool experience, in large part due to Calista's dedication to ensuring their success. Despite the heavy demands of being a homeschool parent, Calista has been very actively involved in supporting the local public school system in its quest to improve student outcomes, protect parental rights and ensure graduates are ready to take their role as successful members of our healthy, vibrant community. Calista is a constant, steady presence at local school board meetings and graciously accepted the district's request that she offer her expertise and valuable time for a parent-led committee on a controversial curriculum review. Despite the contentious nature of the curriculum review and the differing viewpoints of those involved, Calista worked with all the parties in a thoughtful, courteous manner to ensure all were heard as the committee worked toward its recommendation to the district.

Having participated in county Board positions myself over the past 25 years, I understand the often-challenging decisions that must be made and later justified to stakeholders and to community members. I am confident that Calista's temperament compels her to work collaboratively to achieve the best possible outcome for all parties involved. In light of the rapidly expanding population in Crook County with a changing demographic and varying political ideas, including ideas for how our precious natural resources should be managed for the benefit of *all* community members and those visiting from outside our community, I believe strongly that Calista Songstad would be an excellent addition to your Board as it seeks to appropriately manage these natural resources within Crook County for the health, safety, welfare and economic stability our community.

Very truly yours,

Holly S. Hanes

Holly S. Hanes
hsh

November 30, 2023

RE: Calista Songstad letter of Recommendation

To Whom It May Concern:

It is my pleasure to write a recommendation letter for Calista Songstad to be appointed to the Crook County Natural Resource Advisory Committee. Calista is reliable, dedicated to the tasks she is involved in and has an extremely strong work ethic.

Since coming to Prineville, Calista has thrown herself whole heartedly into this community and volunteered in numerous avenues to serve the betterment of this area. I believe she understands and appreciates what sets Crook County apart and what is needed to maintain our special culture.

Over the time I have known Calista, I have found her to be very knowledgeable in a large range of topics that contribute to her ability to be a valuable volunteer and productive citizen of Crook County. She is a hard worker, and does what is necessary to learn in order to positively contribute to whatever endeavor she is involved with. Calista is a good communicator and is always willing to share her knowledge and help others.

I have no doubt that Calista's application will clearly show why she would be a valuable asset to the CCNRAC at this time. Her own family business depends on the careful management of natural resources in order for it to survive. I believe her personal investment and knowledge of natural resources make her an excellent candidate for this position at this time.

Thank you for your consideration of Calista Songstad for a committee position.

Sincerely,

Teresa Ervin
Lifetime County Resident
541-410-8753

Re: Calista Songstad Letter of Recommendation

Barbara Vieu <dbvieu@crestviewcable.com>

Thu 11/30/2023 4:14 PM

To: Tim Deboodt <Tim.Deboodt@co.crook.or.us>

Dear Mr Deboodt,

My name is Barbara Vieu, retired RN, an 18 year resident of Prineville and part of the team that developed and wrote the initial Crook Co. Natural Resource Plan.

I've known Calista since she and her family moved to Prineville a few years ago. She stated that they chose Crook County because it more closely matched their values and lifestyle, and where they wanted to raise their children.

Calista is actively involved in several groups and activities in the area. She routinely attends the Library and School board meetings, and she is a delegate for the Crook County Republicans. Recently Calista asked me about the CCNR plan and ways it can benefit the county. She is truly concerned and cares about the growth and direction of Crook County. And wants to be a part of helping to maintain and improve upon the values and lifestyle that is an important part of Crook County.

Calista is a well rounded, highly intelligent, level headed person of real integrity. She is able to tackle challenging issues and steps up where needed with a positive attitude. While at times isn't afraid to say no.

For these reasons I am recommending that Calista be seriously considered for A position on the CCNR Advisory Committee.

If you have any further questions please feel free to contact me.

Best regards,

Barbara Vieu
541-233-7284

Sent from my iPad

[CAUTION: This email originated from outside of the organization. DO NOT CLICK LINKS or open attachments unless you recognize the sender and know the content is safe]

Re: Calista Songstad Letter of Recommendation

Barbara Vieu <dbvieu@crestviewcable.com>

Thu 11/30/2023 4:14 PM

To: Tim Deboodt <Tim.Deboodt@co.crook.or.us>

Dear Mr Deboodt,

My name is Barbara Vieu, retired RN, an 18 year resident of Prineville and part of the team that developed and wrote the initial Crook Co. Natural Resource Plan.

I've known Calista since she and her family moved to Prineville a few years ago. She stated that they chose Crook County because it more closely matched their values and lifestyle, and where they wanted to raise their children.

Calista is actively involved in several groups and activities in the area. She routinely attends the Library and School board meetings, and she is a delegate for the Crook County Republicans. Recently Calista asked me about the CCNR plan and ways it can benefit the county. She is truly concerned and cares about the growth and direction of Crook County. And wants to be a part of helping to maintain and improve upon the values and lifestyle that is an important part of Crook County.

Calista is a well rounded, highly intelligent, level headed person of real integrity. She is able to tackle challenging issues and steps up where needed with a positive attitude. While at times isn't afraid to say no.

For these reasons I am recommending that Calista be seriously considered for A position on the CCNR Advisory Committee.

If you have any further questions please feel free to contact me.

Best regards,

Barbara Vieu
541-233-7284

Sent from my iPad

[CAUTION: This email originated from outside of the organization. DO NOT CLICK LINKS or open attachments unless you recognize the sender and know the content is safe]

AGENDA ITEM REQUEST



Date:

Meeting date desired:

Subject:

Background and policy implications:

Budget/fiscal impacts:

Requested by:

Presenters:

Legal review (only if requested):

Elected official sponsor (if applicable):

/

**GENERAL APPLICATION TO SERVE ON A CROOK COUNTY
COURT-APPOINTED BOARD OR COMMITTEE**

Position applied for: Extension Advisory Board
Name: JERRY M. BRUMMER
Address: 820 NE CREST DRIVE
PRINEVILLE, OREGON
Phone Number: 541-408-2467
Email: jmrbrummer@gmail.com (look case)

Please list any relevant experience you may have that would make you effective in the position:

I have been involved with this board for the last 7 years as a county commissioner. I have always been involved in agriculture in one way or another and really appreciate the work and community involvement that this office does.

Why do you wish to serve in this position?

To continue to be involved with this organization as a citizen at large. The programs that the extior office provides is something I have a great amount of respect for. I want to ensure that great service continues to support our community.

A letter of interest may be submitted in lieu of this form.

**GENERAL APPLICATION TO SERVE ON A CROOK COUNTY
COURT-APPOINTED BOARD OR COMMITTEE**

Position applied for: Ag Extension Service Advisory Board
Name: Brett Dunn
Address: 1022 NE Hudspeth Lane
Prineville, OR 97754
Phone Number: (541) 980-4848
Email: BWDunn13@gmail.com

Please list any relevant experience you may have that would make you effective in the position:

Born and raised on a cattle ranch in SE Oregon.
BS degree in Agricultural Sciences- OSU.
Started career as an agronomist in Central Oregon.
Promoted to Branch Manager of a National Agribusiness company and after 6 years was made Pacific Area District Manager over 9 branches in Oregon (8) and Washington (1).
Served as Chairman of National Seed Committee for this same National Agribusiness company.
Served on the PNW Leadership Team developing business plans, budgets, training, and overall strategy.
Finished last 6 years of career as the Research & Development Manager for the PNW with the same Agribusiness company noted above.

Why do you wish to serve in this position?

Retired now living in Prineville and would like to continue to stay involved in Agriculture and extension. I have a passion for the advancement of agriculture and the betterment of the farming/ranching community. If I could add some value to the advisory board and help with furthering a successful extension service program that would be my objective.

A letter of interest may be submitted in lieu of this form.

GENERAL APPLICATION TO SERVE ON A CROOK COUNTY COURT-APPOINTED BOARD OR COMMITTEE

Position applied for: Ag Extension Service District Advisory Board

Name: Nancy Wiggins Condron

Address: 16590 SW Cronin Road Powell Butte OR, 97753

Phone Number: 541-419-5769

Email: showwhiteones@aol.com

Relevant Experience:

- Oregon State University – Animal Science Class of 1982
- Co-Owner Purebred Cattle Operation
- 25+ years as a 4-H leader Beef and Horse
- 18 years as Head Coach Crook County Oregon High School Equestrian Team
- 30 years Wildland Fire Management - 15 of those as a Fuels Management Specialist. 6 years as Assistant Fire Staff - Central Oregon Fire Management overseeing workforce, budget and collaboration with other agency partners.
- Avid Home Gardner

During my Government Career, I was employed by both the Forest Service and the Bureau of Land Management giving me a vast knowledge of Land Management practices in both agencies.

I feel strongly about my continued work with youth, it helps prepare young people to meet challenges and achieve their full potential, growing and developing skills that will help them reach their full potential.

Being a long-time resident of Crook County with a strong background in Agriculture, I believe I would be an asset to this Board. Agricultural Services provided in Crook County is a widely used and important function within our County.

If you would like any further information, please feel free to contact me.

/s/ Nancy Wiggins Condron

AGENDA ITEM REQUEST



Date:

Meeting date desired:

Subject:

Background and policy implications:

Budget/fiscal impacts:

Requested by:

Presenters:

Legal review (only if requested):

Elected official sponsor (if applicable):

December 19, 2023

To: Crook County Court
From: Crook County Fair Board

Subject: Fair Board Member

Esteemed Members of the Crook County Court:

The Crook County Fair Board met on December 18, 2023, to interview two candidates for Board positions whose terms will expire on January 1, 2024 . The board unanimously voted in favor of Gail Merritt for position #6 and Stanley Flynn for position #7. Both positions were run unopposed and have proven to be valuable members of the Fair Board.

The board recommends both candidates for these positions.

Respectfully Submitted,



Michael P. Kasberger
Vice Chair
Crook County Fair Board

**GENERAL APPLICATION TO SERVE ON A CROOK COUNTY
COURT-APPOINTED BOARD OR COMMITTEE**

Position applied for: Fair Board
Name: Gail Merritt
Address: 1214 NE Steins Pillar Drive
Trineville, Or 97754
Phone Number: 541-408-6930 / 541-447-7238
Email: merrittgk5@gmail.com

Please list any relevant experience you may have that would make you effective in the position:

Please see attached

Why do you wish to serve in this position?

Please see attached

A letter of interest may be submitted in lieu of this form.

Relevant Experiences:

- Crook County 4-H/FFA Livestock Sale Committee, Treasurer for 10+ years
- Crook County Fair Board, chairperson
- Oregon Fairs Association Convention Committee
- Crook County Foundation Board – President, Vice President & Scholarship Chairman
- Prineville – Crook County Chamber Board
- Prineville City Council
- Central Oregon Intergovernmental Council
- Volunteer at Barnes Butte Elementary School
- Christmas in the Pines Board, President
- Greg Merritt Community Scholarship

Why do you wish to serve in this position?

I wish to continue serving on the Crook County Fair Board for several reasons. The fairgrounds are important to our community, serving the young and old, bringing people together. My daughters participated in 4-H Livestock and learned valuable lessons raising and showing their animals. The adults did too! The fair is vital to Crook County, but just a small part of the fairgrounds. The next few years are important to the growth and development of the grounds. I would like to be a part of the planning process. I would also like to be a part of the growth in the relationship with the Crooked River Roundup.

The Crook County Fairgrounds has my heart, time, and energy. It is a remarkable asset to Crook County.

GENERAL APPLICATION TO SERVE ON A CROOK COUNTY COURT-APPOINTED BOARD OR COMMITTEE

Position applied for:

Name:

Address:

Phone Number:

Email:

Please list any relevant experience you may have that would make you effective in the position:

I have served on the Fair Board for the past 9 years, and have been the Volunteer Coordinator at Fair for 12 years. I have been either President or Vice President of Christmas in the Pines for 11 years, and a Prineville Crook County Chamber of Commerce volunteer, among other volunteerism in the community.

Why do you wish to serve in this position?

My current term as a Fair Board member ends this December, and I want to continue to serve on the Board simply because I enjoy giving back to community. I believe the Fairgrounds serves important role, with the events coordinated or hosted there being a huge asset to the families of Crook County.



11-30-2023

December 19, 2023

To: Crook County Court

From: Crook County Fair Board

Subject: Board Members

Esteemed members of the Crook County Court:

The Crook County Fair Board met on December 18th, 2023. Susan Hermreck announced that she will be stepping down from her position #5 seat at the Board effective immediately. We will be actively soliciting for a replacement per our policy right away.

Please feel free to contact Casey Daly with any questions.

Respectfully submitted,



Michael P. Kasberger
Vice Chair
Crook County Fair Board



11/2/2023

> Sarah Puerner

> Crook County Administration
203 NE Court Street
Prineville, OR 97754

Dear MS Puerner,

The Board of the Hahlen Special Road District is recommending Terry Flores be appointed to Position #3 on the Hahlen Special Road District (HSRD) Board of Commissioners in accordance with ORS 371.338. MS Flores resides at 14653 SW Hahlen Avenue, Powell Butte, OR 97753. MS Flores' email is mssliddy@gmail.com and her telephone number is 503 367-9997.

Your attention to this matter is greatly appreciated.

Neil F. Erickson, President
Board of Commissioners
Hahlen Special Road District
541 233-7689
Neil.erickson43@yahoo.co.uk

[Enter closing form]

Your name

AGENDA ITEM REQUEST



Date:

Meeting date desired:

Subject:

Background and policy implications:

Budget/fiscal impacts:

Requested by:

Presenters:

Legal review (only if requested):

Elected official sponsor (if applicable):

AGENDA ITEM REQUEST



Date:

Meeting date desired:

Subject:

Background and policy implications:

Budget/fiscal impacts:

Requested by:

Presenters:

Legal review (only if requested):

Elected official sponsor (if applicable):



Mid-Year Update 2023

Prepared for the City of Prineville and Crook County



SPRING 2023 TAKE AWAYS

Spring Takeaways:

- Develop better data related to customer experience (MPUs vs Rollover; customer survey)
- Clarity of financial reporting
- Strengthen customer communication
- Improve relationship with community

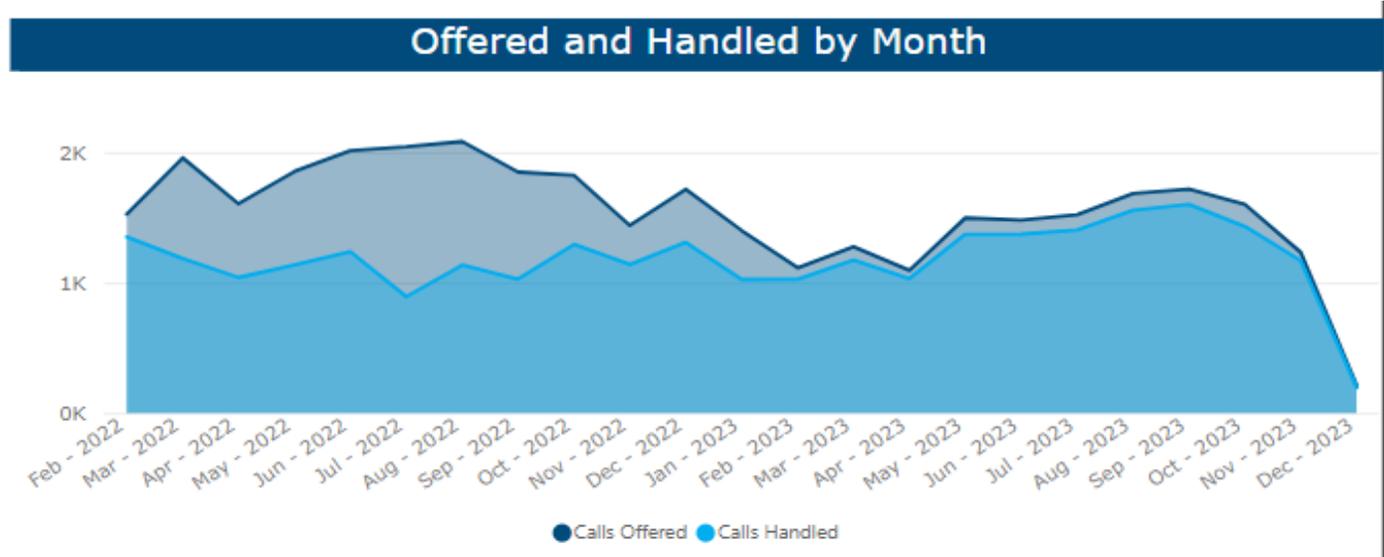
OPERATIONS: Service Stats Sept-Oct 2023

Sept and Oct 2023	Services Offered	Customer Reported Missed Services	Service Success Rate
Residential	157781	826	99.5%
Trash	127180	404	99.6%
Recycle	26811	330	98.7%
Yard Debris	3790	92	97.6%
Commercial	9838	49	99.5%
Trash	7169	33	99.5%
Recycle	2669	16	99.4%

Service Offered = On Route; driver serviced
 Customer Reported Miss= Customer reported miss of service (actual and perceived)

CRC: CALL CENTER STATS

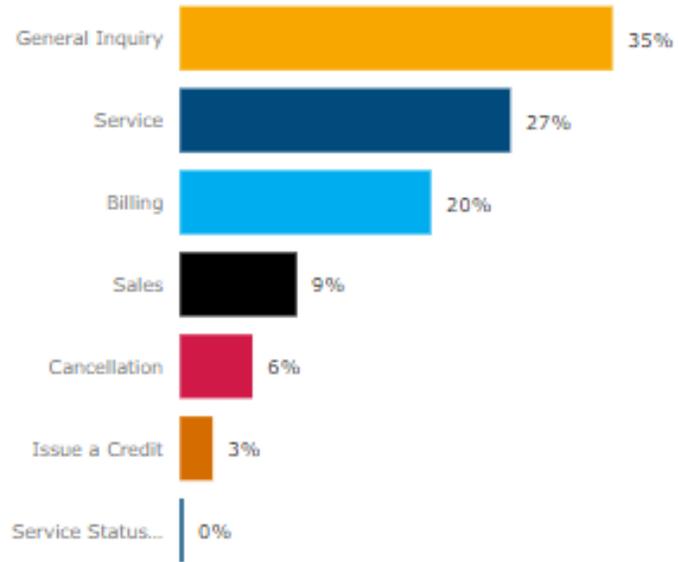
Calls Offered	Calls Handled
3,319	3,033
Service Level %	ABN %
81.1%	3.3%
ASA	AHT
00:00:37	00:04:23



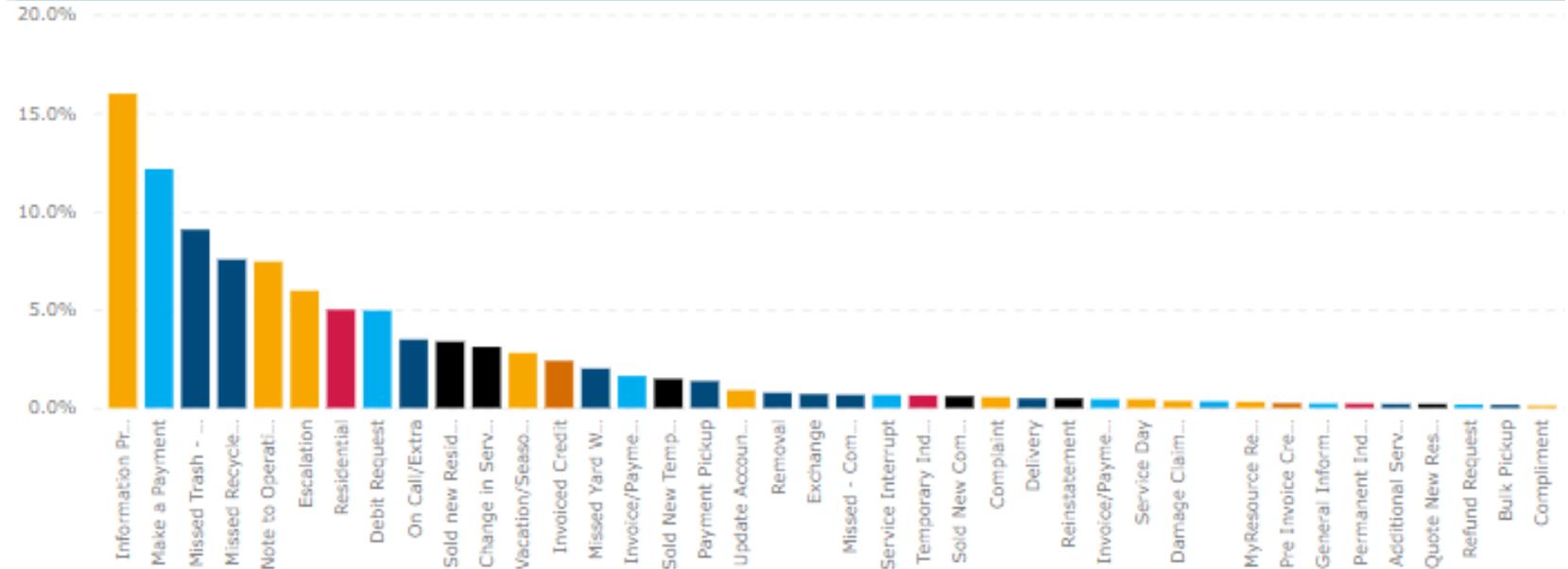
Data for period between September 1, 2023 to October 31, 2023

CRC: CALL CENTER STATS

Cases Created by Case Type



Cases Created by Case Sub-Type



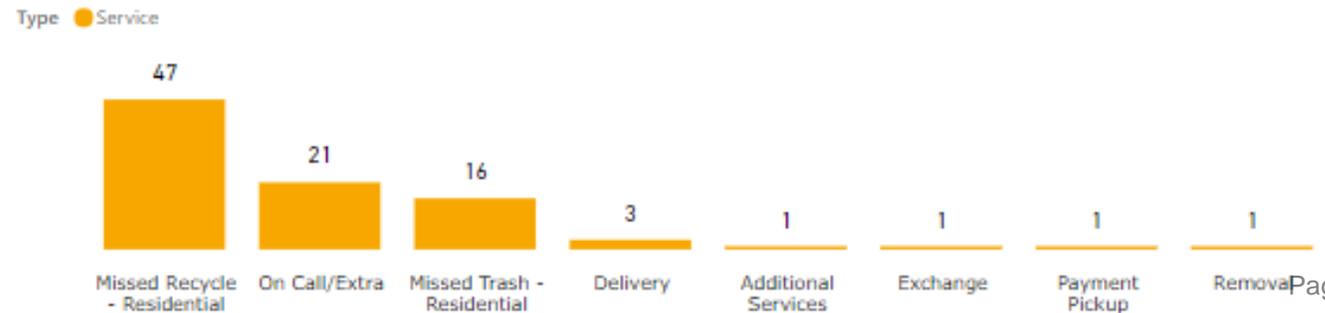
Cancelled Scheduled S...

91

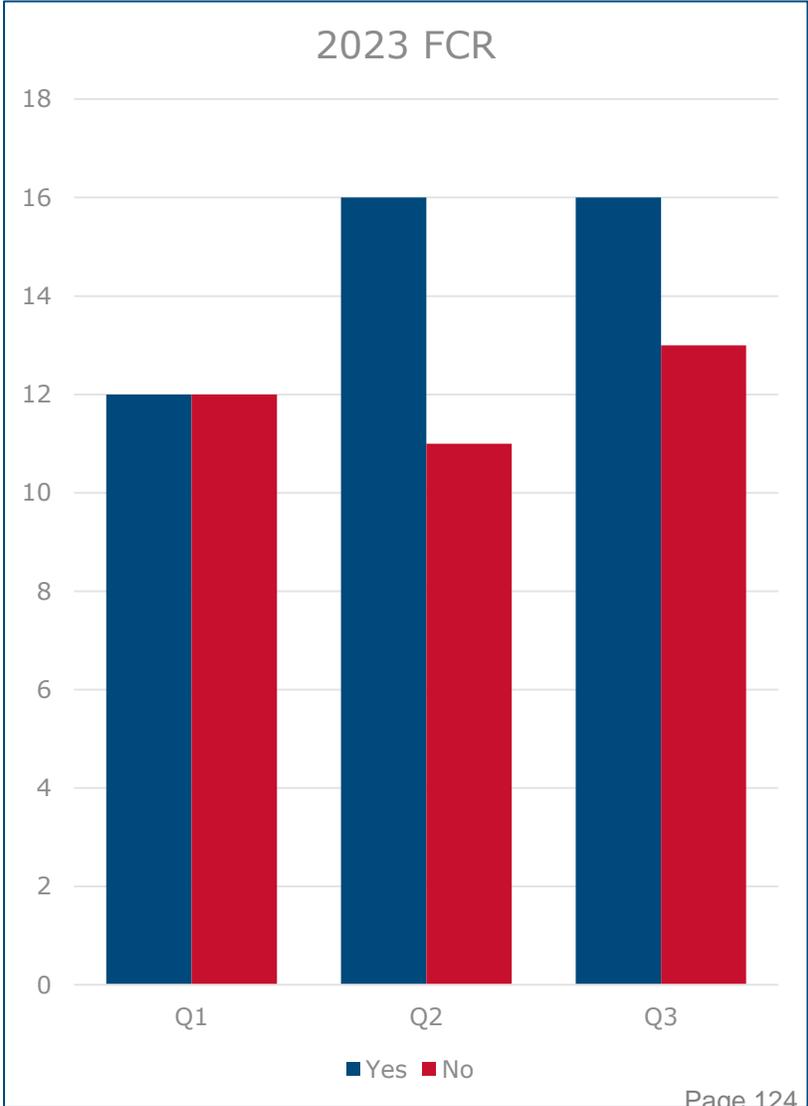
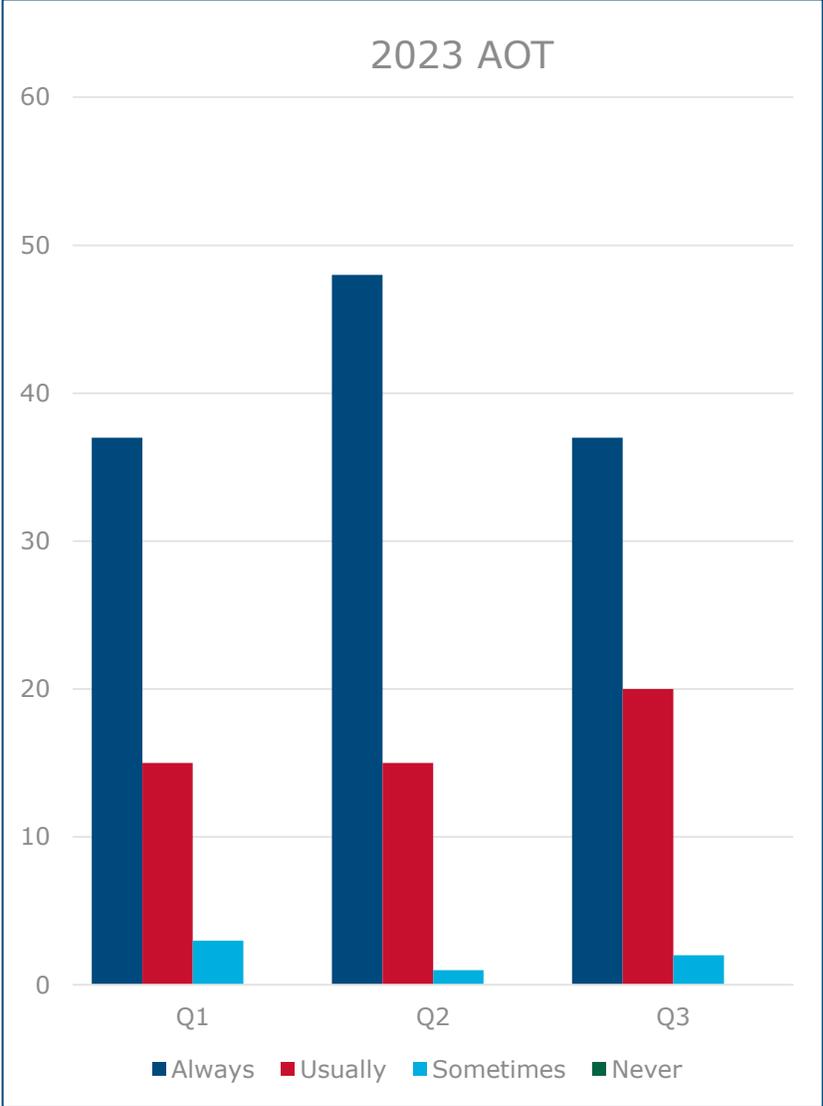
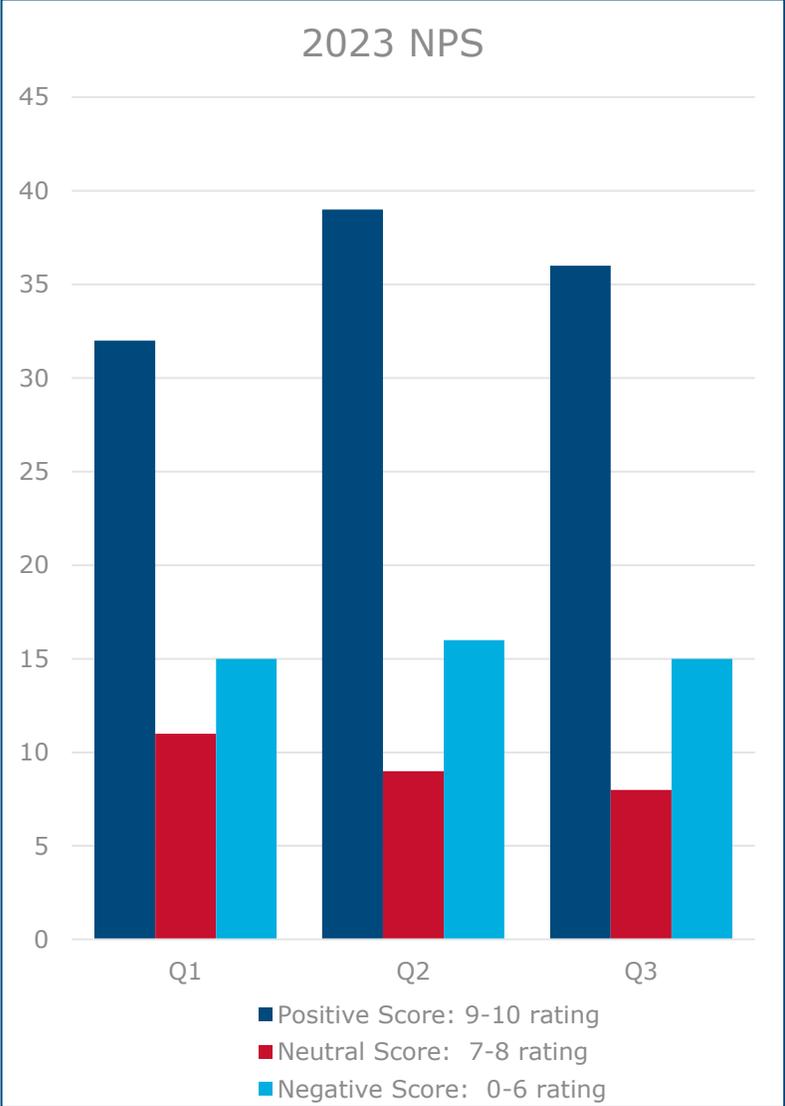
% of Scheduled Servic...

7.7%

Top 10: Cancellation by Sub-Type



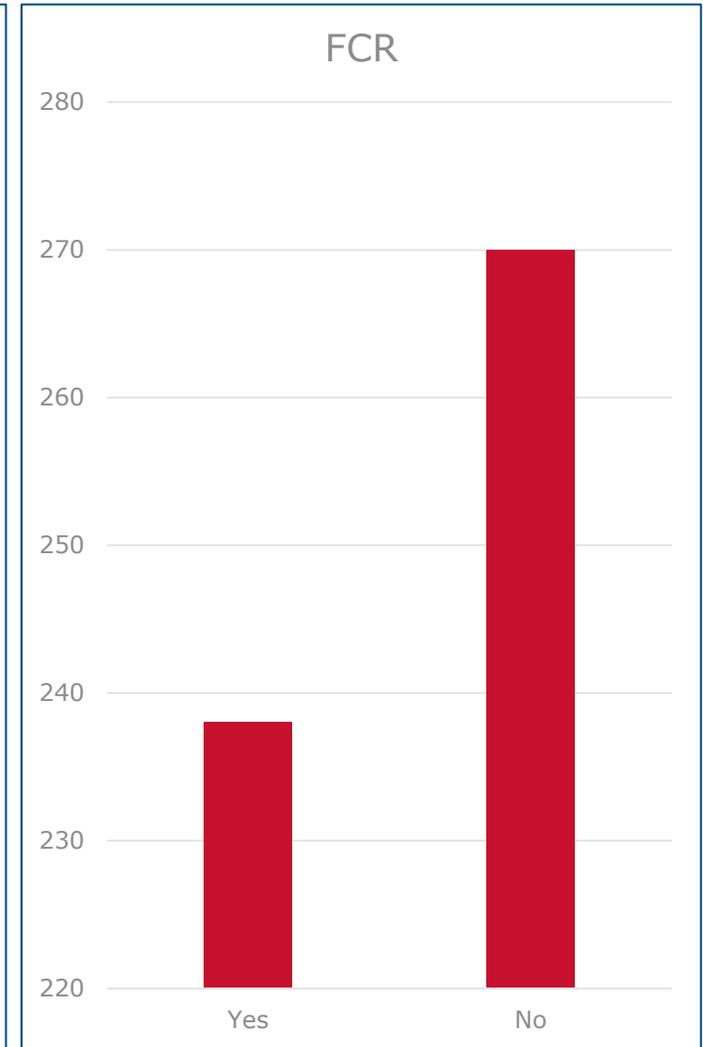
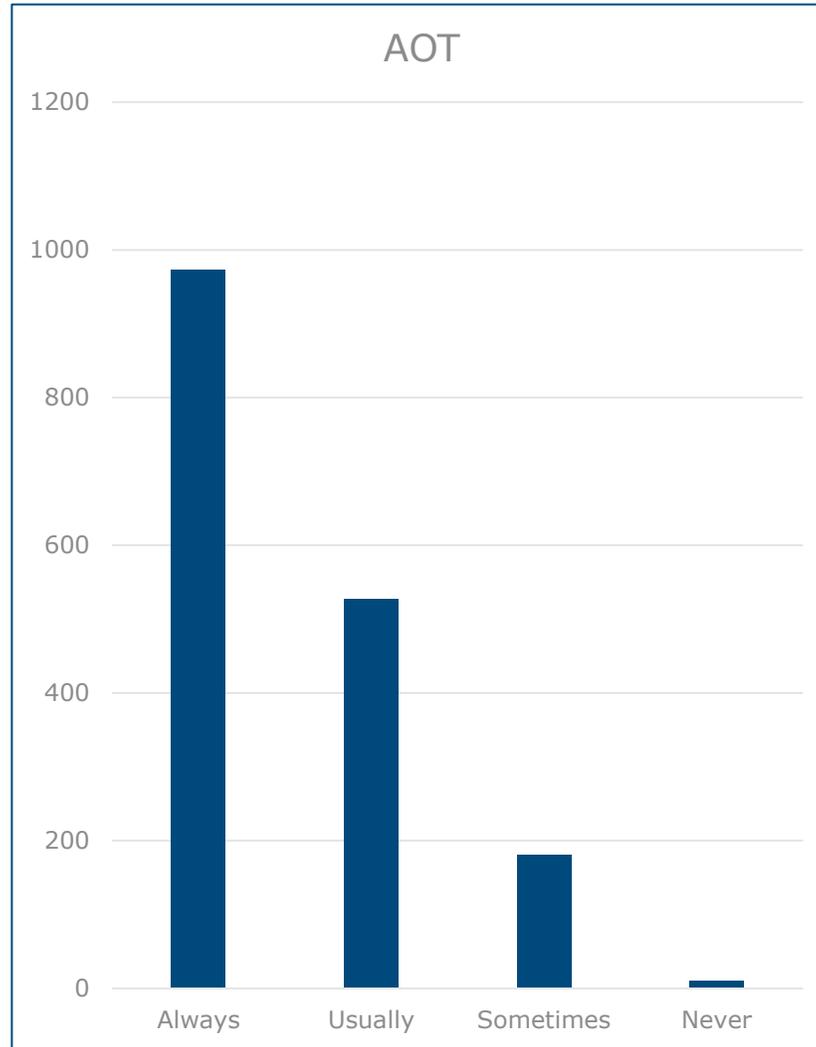
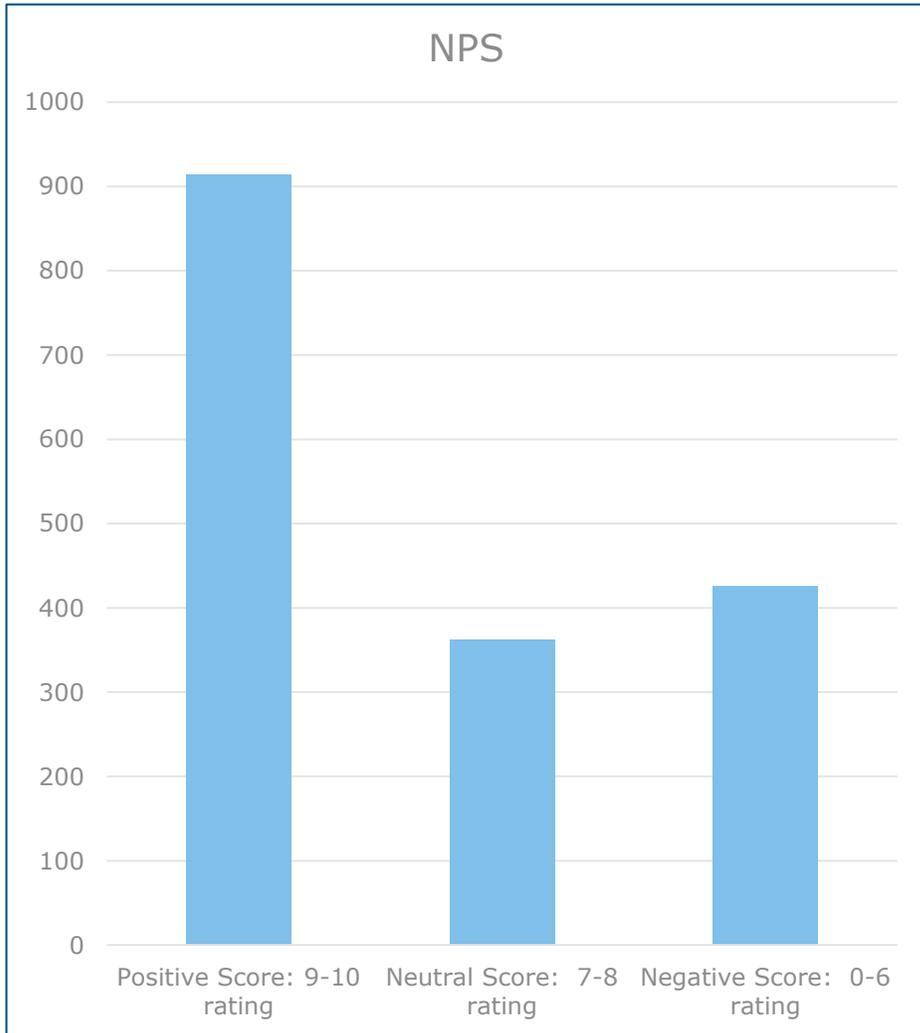
CUSTOMER SATISFACTION SURVEY



NPS = Net Promoter Score: Measurement of the customer's overall experience
 AOT = Always on Time: Customer perceives Republic Services "always" picks up on schedule

FCR = First Contact Resolution: Customer perceives their issue has been resolved after only one contact by the customer

CUSTOMER SATISFACTION SURVEY: NOVEMBER SURGE SURVEY



NPS = Net Promoter Score

AOT = Always on Time

FCR = First contact resolution

FINANCIAL UPDATE: 2023 YTD

- ✓ Drivers of current performance:
 - ✓ Cost Savings:
 - ✓ Fuel costs have been lower than forecasted during spring rate presentations
 - ✓ Commodities costs have lower than forecasted during spring rate presentations
 - ✓ Vacancies = lower operating labor costs
 - ✓ Lower recycling tonnages resulting in reduction in forecasted disposal costs
 - ✓ Cost Drivers:
 - ✓ Landfill Disposal costs
 - ✓ Non-forecasted wage increase for frontline employees
- ✓ Anticipated Costs:
 - ✓ Wage Increases and Additional Drivers
 - ✓ Fuel costs are projected to increase in Q3 and Q4
 - ✓ Disposal
 - ✓ EOY true ups and reconciliations

NEXT STEPS

Next Steps
✓ COMPLETE: Company-wide implementation of rollover tracking metric. ✓ UPCOMING: Updating reporting metrics and procedures to reflect new metric.
✓ COMPLETE: Identified customer base with no phone, no email/inaccurate email. ✓ COMPLETE: Developed standard customer notification of service changes. ✓ COMPLETE: Reopened local offices. ✓ UPCOMING: Campaign to fix bad customer data.
✓ COMPLETE: Developed systems and processes to implement enhanced monthly operations reporting. ✓ UPCOMING: Evaluating new and enhanced reporting requirements.
✓ COMPLETE: Mapped MPUs for September, October and November. ✓ UPCOMING: Evaluating root causes of repeat MPUs. ✓ UPCOMING: Encouraging customers to provide accurate contact information to receive service alerts.
✓ COMPLETE: Initial outreach to MFR, HOAs to improve customer communication. ✓ UPCOMING: Mail, phone and door campaign to reach residents.
✓ COMPLETE: Participated in full calendar of community-based events throughout year. ✓ UPCOMING: Developing full calendar of Spring 2024 events and identified partner organizations/entities to receive grants.
✓ UPCOMING: Actively updating reporting tools to facilitate on demand and early reporting. ✓ UPCOMING: More consistent communication with regulators regarding financial outlook and methodology for determining rate needs.
✓ UPCOMING: Working with DEQ to achieve approved OTR status. ✓ UPCOMING: Installing trash cans in downtown core.



Sustainability in Action

Erica Lindberg
General Manager,
Republic Services of Central Oregon

E: elindberg@republicservices.com
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Urbanie Flores
Business Finance Manager,
Republic Services of Central Oregon

E: uflores@republicservices.com
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Courtney Voss
Municipal Manager,
Republic Services of Central Oregon

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Member of
**Dow Jones
Sustainability Indices**

Powered by the S&P Global CSA

Sustainability Yearbook

Member 2023

S&P Global



ADDITIONAL INFORMATION: Division 4676

Prineville and Crook County Hauling Division

Republic Services of Central Oregon's Prineville and Crook County hauling division serves residential, commercial and industrial customers in Prineville and surrounding Crook County. We have a team of:

- 20 Drivers
- 3 Mechanics
- 1 Dispatcher

Republic Services operates 5 days a week and provides garbage, recycling, and yard debris/food waste services. Christmas and Thanksgiving are the only two holidays that result in delayed service. 18 Republic Services employees are residents of Crook County.

ADDITIONAL INFORMATION: Prineville and Crook County Customers

Redmond/Prineville and Crook County Customers

Residential Customers: 3245

- Total Services in 2023 YTD: 571,743
- Total tonnage in 2023 YTD: 6661.70

Commercial Customers: 469

- Total Services in 2023 YTD: 35,690
- Total tonnage in 2023 YTD: 2,988.48

ADDITIONAL INFORMATION: CRC Process

Calls from Central Oregon customers are routed directly to the “Oregon Pod” at the Customer Retention Center (CRC). The Oregon Pod is made up of 33 agents trained in local market programs and services. Most calls to the CRC are resolved by the call center agent without incident. If the CRC agent can NOT resolve the customer issue, the agent notifies the local Central Oregon operations team. The local Operations team resolves the customer issue within 72 hours.

ADDITIONAL INFORMATION: Customer Experience

Republic Services measures the customer experience on an on-going basis. The goal of these surveys is to understand customer attitudes and sentiment in key areas including:

- Would you recommend Republic Services to a friend?
- Timeliness of services
- Issue/Problem resolution on first attempt

POST CALL SURVEY

- Survey is offered after every call that a customer makes to the CRC; Survey questions relate specifically to CRC + customer interaction.

CUSTOMER EXPERIENCE SURVEY

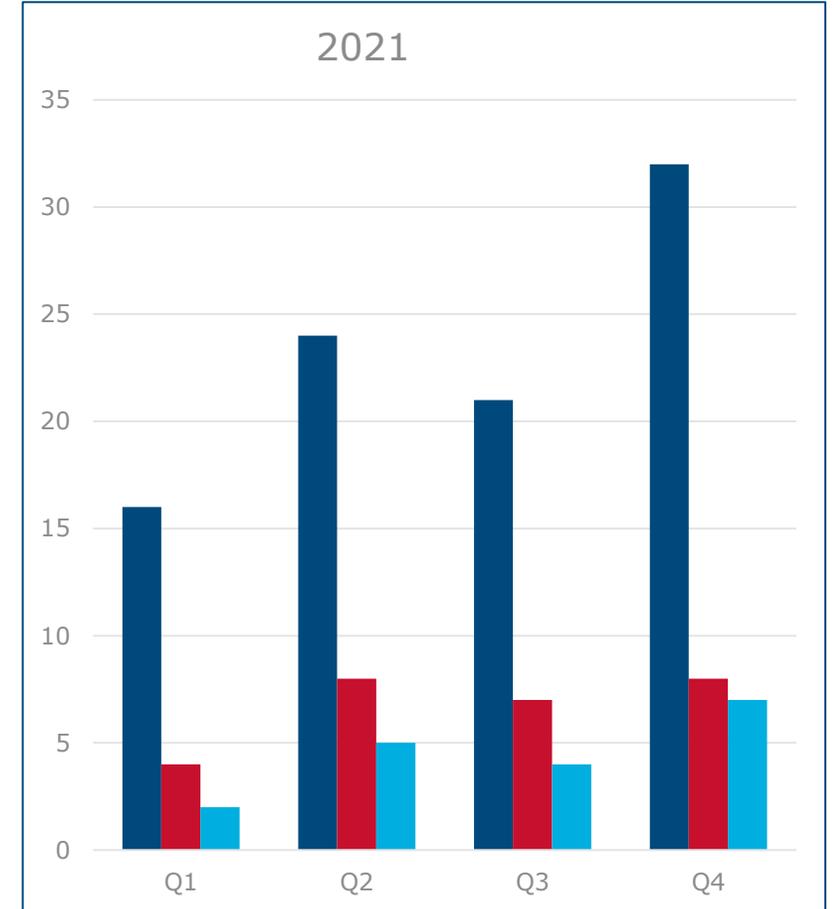
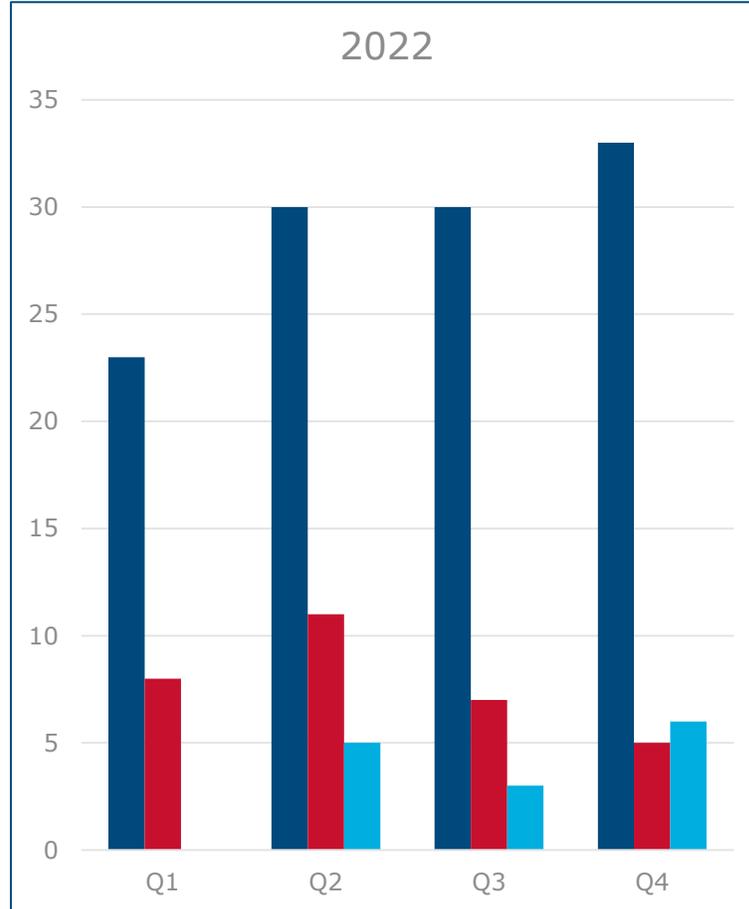
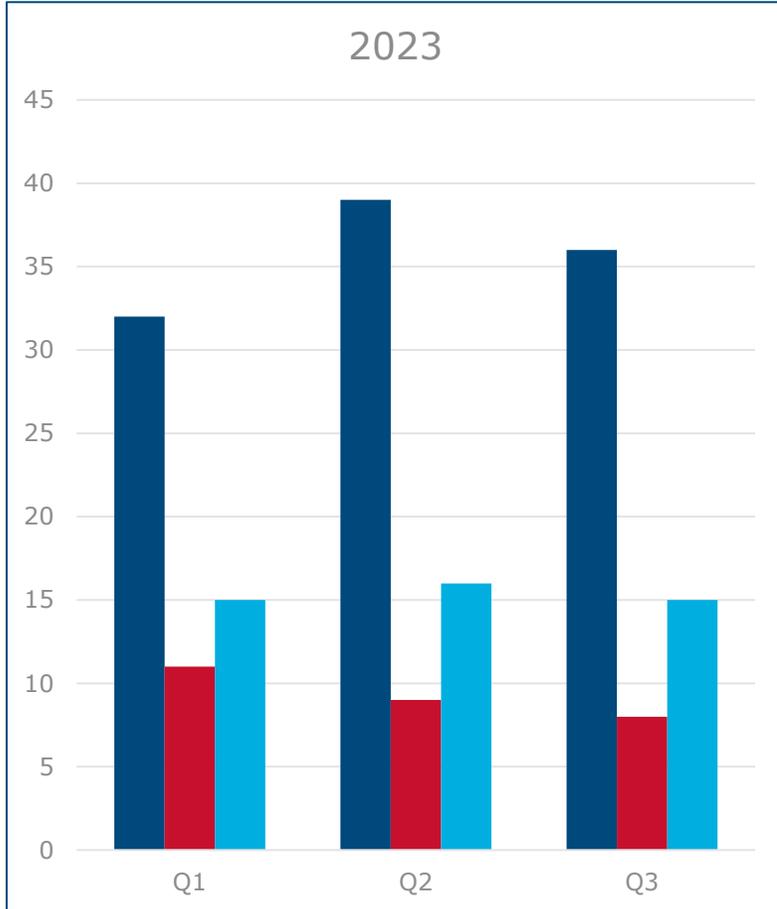
- Proactive and at random; Conducted ongoing/monthly. Survey questions relate to customer experience with Republic Services.

In addition, Republic Services conducted a SURGE survey throughout Central Oregon. The SURGE survey was mirrored the Customer Experience Survey Net Promoter Score with a dramatically expanded number of customers who received the opportunity to participate.

SURGE SURVEY

- Utilized the customer experience survey questions
- All Customers with a valid email address were invited to participate.
- A sample of customers with valid phone numbers were invited to participate.
- Total number of customers with completed surveys: 1702

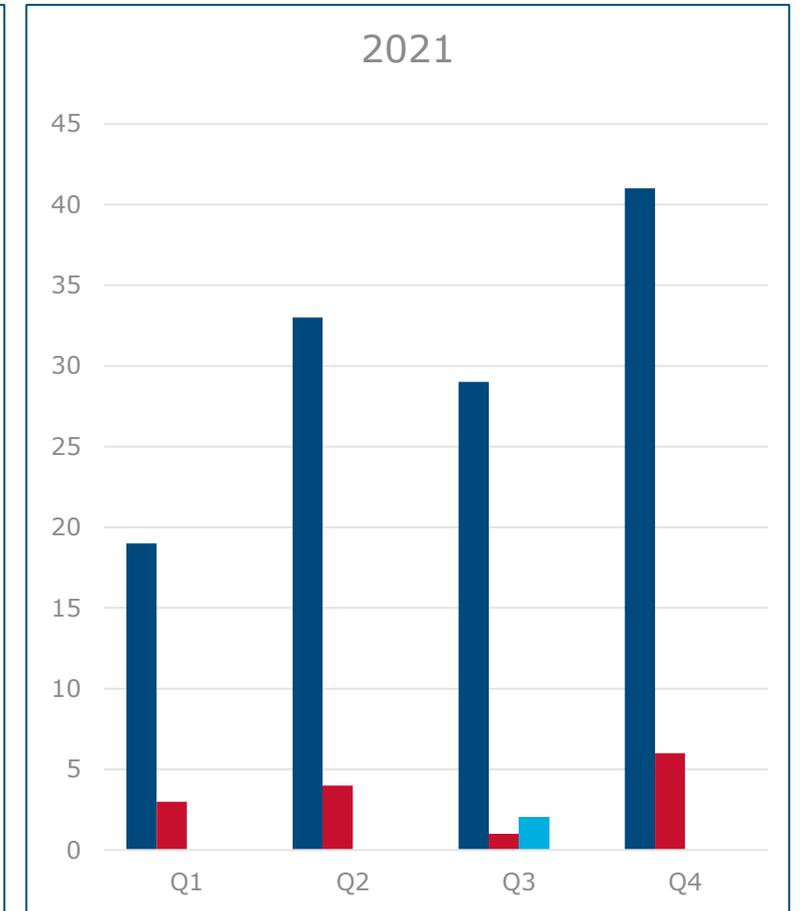
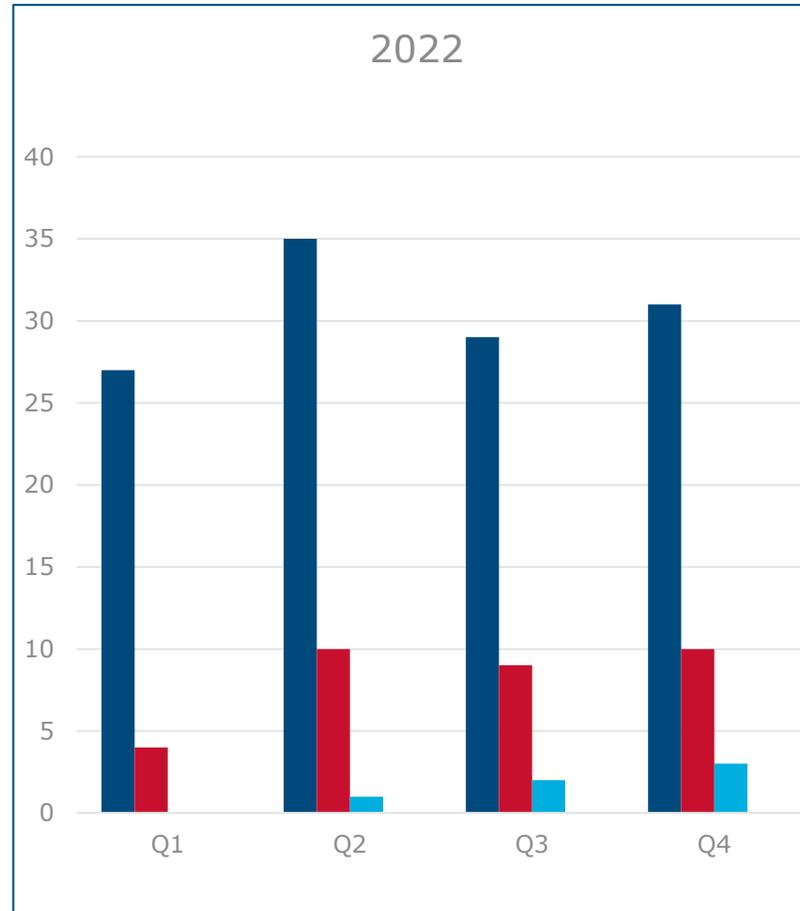
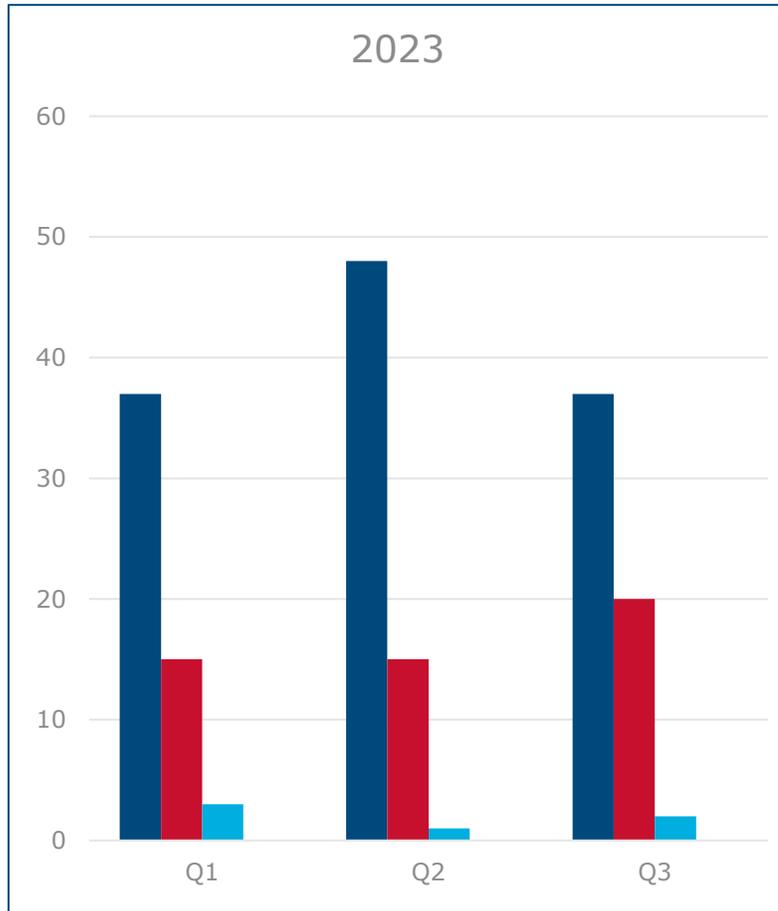
ADDITIONAL INFORMATION: CUSTOMER SATISFACTION SURVEY – NPS



■ **Positive Score: 9-10 rating** ■ **Neutral Score: 7-8 rating** ■ **Negative Score: 0-6 rating**

NPS = Net Promoter Score: Measurement of the customer's overall experience

ADDITIONAL INFORMATION: CUSTOMER SATISFACTION SURVEY: AOT



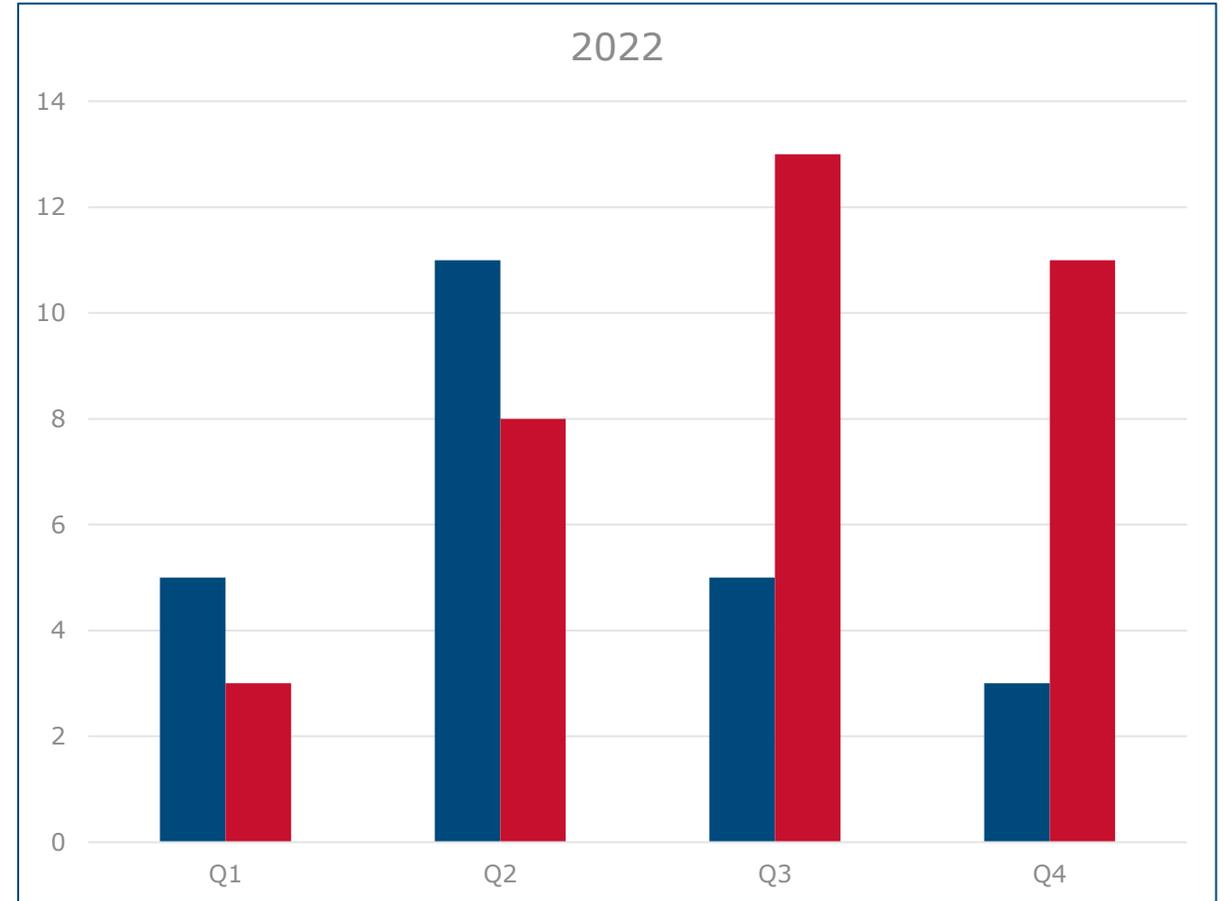
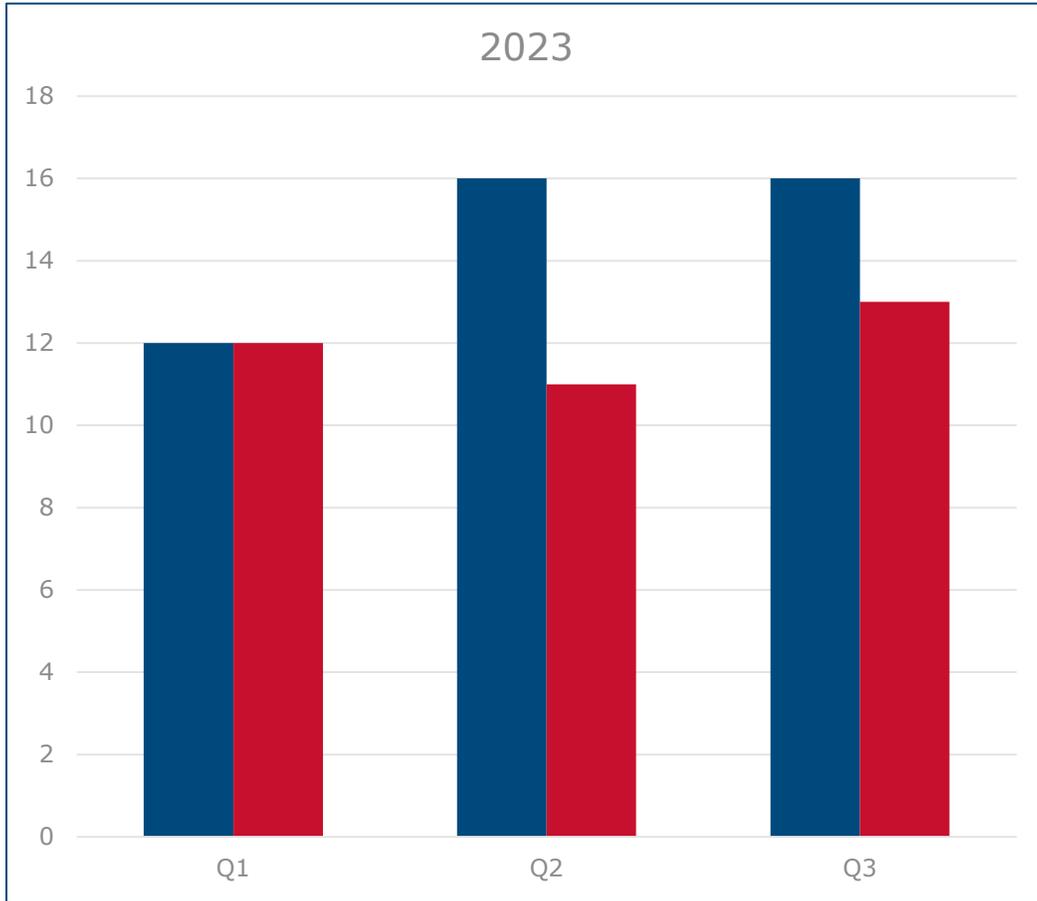
■ Always

■ Usually

■ Sometimes

Always on Time: Customer perceives Republic Services "always" picks up on schedule

ADDITIONAL INFORMATION: CUSTOMER SATISFACTION SURVEY: FCR



■ Yes

■ No

First Contact Resolution: Customer perceives their issue has been resolved after only one contact by the customer

ADDITIONAL INFORMATION: ACTION ITEMS: STAFFING, TRAINING and ACCOUNTABILITY



STAFFING

CHALLENGE

- ✓ Shrinking population of CDL drivers and techs in Central Oregon; decline linked to cost of living and transition of workforce to different types of work.

EFFORT TO MITIGATE

- ✓ Increased wages
- ✓ Driver and Tech Institutes - hire, train, certify, place



ACCOUNTABILITY and TRAINING

- ✓ New drivers, new routes

- ✓ Continuous support for new drivers and operations staff to understand trucks, systems and routes.
- ✓ Systems to reinforce consistent service.
- ✓ Regular evaluation of driver and supervisor performance.



REROUTING AND ROUTE BALANCING

- ✓ Rapid population growth

- ✓ Route balancing to ensure routes are appropriately sized and designed.

ADDITIONAL INFORMATION: SERVICE ACTION ITEMS: COMMUNICATION AND ENGAGEMENT



COMMUNICATION

CHALLENGE

- ✓ Customers and regulators need consistent, reliable and accessible information about route delays and service changes.

EFFORT TO MITIGATE

- ✓ Education about app and online tool with sign up support
- ✓ Bad data fixing



EDUCATION and ENGAGEMENT

- ✓ Existing rate structures, rules and industry headwinds are not clear to customers or regulators.

- ✓ Preparing for implementation of RMA and universal recycling
- ✓ Evaluating changes to rate structures, reporting
- ✓ Investments in cameras with AI
- ✓ Proactive partnerships with municipalities to address service challenges, development standards and diversion programs