



# CROOK COUNTY COURT AGENDA

Wednesday, January 3, 2024 at 9:00 am

**Crook County Annex I 320 NE Court St. I Prineville OR**

Members of the public and media are welcome to attend in person or via Zoom: 1-253-215-8782;

Meeting ID: 954 2612 6858; Meeting Passcode: 178149

## PUBLIC COMMENT

## CONSENT AGENDA

(Consent agenda items are routine matters - e.g. minutes, appropriations orders, contracts, agreements, completion of previously discussed matters and decisions requiring Court ratification which are not expected to generate discussion. Any member of the Court may request removal of an item for separate discussion or vote. All remaining items are approved in a single motion.)

1. **Approve Minutes**
2. **Approval of SHSP Grant for New Generator at the Emergency Operations Center**
3. **2023-2025 IGA for the Financing of Local Public Health Services in Crook County Agreement #180007-4**
4. **2023-2025 IGA for the Financing of Local Public Health Services in Crook County Agreement #180007-5**
5. **Clear Ballot Contract and Master Services Agreement Renewal**
6. **ODOT Intergovernmental Agreement**
7. **Order 2024-04 In the matter of the appointment to the Abatement of Dangerous Buildings Code, Appeals Committee**
8. **Order 2024-05 In the matter of the appointments to the Natural Resource Advisory Committee**
9. **Order 2024-06 In the matter of the appointments to the Ag Extension Service District Advisory Board**
10. **Order 2024-07 In the matter of the appointments to the Fair Board Committee**

## DISCUSSION

11. **Natural Hazard Mitigation Plan Update**

Requester: Christina Haron

Presenters: Andy Pearson / Christina Haron

12. **Expend \$20,260 to replace the sponson - Oregon Marine Board**

Requester: Christina Haron

Presenters: Christina Haron / Andy Pearson

**13. Request to expend \$40,000 of Title III Federal funds**

Requester: Christina Haron

Presenters: Christina Haron / Mitch Madden

**14. Broadband Technical Assistance Program (BTAP)**

Requester: Will VanVactor

Community Development Director

**15. Order 2024-01, Designation of Newspaper of Record**

Requester: Eric Blaine

County Counsel

**16. Engagement letter with Harrang Long P.C. for County non-preference towing rotation contract development, solicitation, and execution.**

Requester: Eric Blaine

County Counsel

**ADMINISTRATOR REPORT**

**COURT MEMBER UPDATES**

**EXECUTIVE SESSION**

**17. 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.**

**NOTICE AND DISCLAIMER**

The Crook County Court is the governing body of Crook County, Oregon, and holds public meetings (generally on the first and third Wednesday of each month) 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 files contains the material to be presented before the County Court for its next scheduled regular meeting.

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.

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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.

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Contact: Seth Crawford (seth.crawford@co.crook.or.us (541) 447-6555) | Agenda published on 12/28/2023 at 2:49 PM

**CROOK COUNTY COURT MINUTES  
OF JULY 5, 2023, SPECIAL MEETING  
Open Portion**

**Be It Remembered** that the Crook County Court met in a Regular Court meeting on July 5, 2023, at 9:00 a.m. in the County meeting room located at 320 NE Court Street, Prineville, Oregon 97754.

Court Members Present: Commissioner Jerry Brummer and Commissioner Brian Barney

Absentees: Judge Seth Crawford

Others Present in Person or Via Zoom: Legal Counsels Eric Blaine and John Eisler; Administration Executive Assistant Sarah Puerner; Tim Deboodt; Assistant Finance Director Christina Haron; HR Director Kim Barber; Kelly Coffelt; Mike Ervin; Steve Waring; Clerk Cheryl Seely; Jeff Hurd; Director Will Van Vactor; Andy Parks; Matt Smith; Assessor Jon Soliz; Sheriff Gautney; Sarah Beeler; Health and Human Services Director Katie Plumb; Jerry Jones; Darlene Henderson; Julie Rohaly; Andrea Weaver; Mike Tracy; David Call and members of the public.

**SPECIAL SESSION**

PUBLIC HEARING: RMG Destinations Comp Plan & Text Amendment Hearing

County Court met in a special meeting regarding 217-23-000192-PLNG & 217-23000193-PLNG, a hearing before the Crook County Court for a comprehensive plan amendment and zoning text amendment, initiated by RMG Destinations, LLC. The request includes amending the Crook County Comprehensive Plan (the "Plan") to change Page 70, Exhibit A, 4 from 75 phased units of overnight lodging to 50 phased units of overnight lodging, and amending the Crook County Zoning Ordinance (the "CCZO") 18.116.040(3){a}(i) to change 75 phased units of overnight lodging to 50 phased units of overnight lodging. The two legislative amendments are post-acknowledgment amendments subject to ORS 197.610 and 197.615-197.625 and the implementing administrative rules in OAR 660-018.

Community Development Director Will Van Vactor provided the Court a script and read the script into the record. These are required statements to make before opening the public hearing.

There was no one in-person or online to testify for the public hearing.

**MOTION** to read Ordinance 340 by title only. Motion seconded. No discussion. Motion carried 2-0.

Commissioner Brummer read Ordinance 340 by title only, an ordinance amending section 18.116.040 of the Crook County Code, and the Crook County Comprehensive Plan, both regarding destination resort overnight lodging units, and declaring an emergency.

Public hearing opened.

Jerry Jones, representing RMG, testified in favor via Zoom. Mr. Jones stated that he appreciates the staff's work on this matter and recognizes the commission as being very helpful and updating the county law to be consistent with state law.

No one in opposition, no one neutral.

Public hearing closed.

**MOTION** to approve Ordinance 340. Motion seconded. No discussion. Motion carried 2-0.

There being no further business before the Court, the meeting was **adjourned at 10:35 a.m.**

Respectfully submitted,

**Sarah Puerner**

**CROOK COUNTY COURT MINUTES  
OF JULY 12, 2023, WORK SESSION  
Open Portion**

**Be It Remembered** that the Crook County Court met in a regularly scheduled Work Session on July 12, 2023, at 9:00 a.m. in the Administration Conference room located at 203 NE Court Street, Prineville, Oregon 97754.

Court Members Present: Judge Seth Crawford, Commissioner Jerry Brummer and Commissioner Brian Barney

Absentees: None

Others Present in Person or Via Zoom: Legal Counsels Eric Blaine and John Eisler; Administration Executive Assistant Sarah Puerner; Director Kim Barber; Assistant Finance Director Christina Haron, Sheriff Gautney; Commander Bill Elliott; Kelly Coffelt; Tim Deboodt; Mike Ervin; Andy Parks; Jeff Hurd, and Wanda Smith.

**WORK SESSION**

The meeting was **called to order at 9:00 a.m.**

**Public Comment:** None

**Discussion Item #1:** Discuss/Review Airport FBO Proposal:

**Requester:** Kelly Coffelt

**Details:** Airport Manager Kelly Coffelt attended the work session to discuss/review the Airport FBO Proposal. The FBO (fixed base operator) proposal is to provide fuel and aviation services. Based on budget review, providing these services through a contractor will provide a net gain in airport revenue and provide aviation services that are not currently available. The agreement is not completed yet and will aim to bring this back in front of the Court at an August date.

**Discussion Item #2:** Amendment to the Septage Plant agreement between Crook County and Two Springs Ranch:

**Requester:** Jeff Hurd

**Details:** Jeff Hurd attended the work session to discuss an amendment to the septage plant agreement between Crook County and Two Springs Ranch. Two Springs Ranch has operated the septage plant at the County Landfill since 2009 in which Two Springs Ranch utilizes tanks to receive liquid waste (septic tanks, grease traps, porta potties) and then treat and land apply. Two Springs Ranch is increasing their fee to the individual haulers; therefore, the contract needs to be amended. The agreement will be changed to increase the fee by 1.5 cents from 11 cents to 12.5 cents. Two Springs Ranch will receive one additional cent and the County will receive 0.05 additional cents. This item will be placed on the July 19<sup>th</sup> Consent Agenda for final approval.

**Discussion Item #3:** Secure Rural Schools (Title III) Allocation Elections:

**Requester:** Christina Haron

**Details:** Assistant Finance Director Christina Haron attended the work session to

discuss Secure Rural Schools (Title III) allocation elections. Each year the County is required to make an election for the allocation of the Secure Rural Schools Act payment allocated to Crook County. The allocation divides the funds between Title I (Schools and Public Roads in the County), Title II (Special Project funds which the Federal Government keeps), and Title III (County Funds to be used as authorized by law). This year the County has an additional option to elect to receive 25% of the 7-year rolling average of USFS annual timber harvest receipts or their portion of the Secure Rural Schools Act State Funds. This decision will affect the dollars received from the state for the Schools, Public Roads, and Title III. County Court decided to continue with the Secure Rural Schools Act payment and to continue with the current percentages. This item will be added to a future Court meeting for final approval.

At 9:28 a.m. the Court read into Executive Session under the following statute(s): 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.

### **EXECUTIVE SESSION**

At the conclusion of the Executive Session, the County Court convened back into Open Session, inviting members of the public into the meeting room.

**MOTION** to direct staff to confer with the counter party as discussed in the Executive Session. Motion seconded. No discussion. Motion carried 3-0.

There being no further business before the Court, the meeting was **adjourned at 10:28 a.m.**

Respectfully submitted,

**Sarah Puerner**

**CROOK COUNTY COURT MINUTES  
OF JULY 13, 2023, SPECIAL PUBLIC MEETING  
Open Portion**

**Be It Remembered** that the Crook County Court met in a Special Public Meeting on July 13, 2023, at 5:30 p.m. in the Administration Conference room located at 203 NE Court Street, Prineville, Oregon 97754.

Court Members Present: Judge Seth Crawford, Commissioner Jerry Brummer and Commissioner Brian Barney

Absentees: None

Others Present in Person or Via Zoom: County Counsel Eric Blaine, Sandy Kerbow, Paul Cuttey, Sean Briscoe, Chris John, Cindy York, Sarah Beeler, Natalie Good, Teresa Ervin, Jack Ravenberg, Priscilla Smith, Roxanne Cummings-Basey, Andy Parks, Mary Dyal, Mark Maboll, Riley Campbell, Diana Scheffler, Keya Rohovit-Wrolson, Jodi Fluck; Debra Merksin, and members of the public.

The purpose of this meeting is to review and discuss the purpose and role of the Library Board of Trustees and determine if any changes are appropriate and to receive Board recommendations for vacant Board seats.

Andy Parks provided a brief overview of the Crook County Code, Oregon Revised Statutes, and the Crook County Board and Commission policy (member appointment process).

Mr. Parks discussed the purpose and role of the Library Board of Trustees specifically providing recommendations for hiring library director, making recommendations regarding personnel related matters, adopting rules and policies for the governance of the library, approving budget prepared by the Library Director, approving library for expenditures (consistent with County policy), and handling of donations, gifts, and grants at a value greater than \$1,000.00.

The next topic of discussion was board member appointments for the Library Board of Trustees. The Library Board reviewed the applications that were received and previously provided recommendations to the Court. The County Court decided to interview all candidates to conduct a more thorough process since multiple applications were received. County Court interviewed the following candidates who applied to serve on the Library Board of Trustees: Jennifer Mires Orozco, Mark Loring Maboll, Sandy Kerbow, Keya Rohovit-Wrolson; Mary Dyal; Roxanne Cummings-Basey, Brian Samp, Gayle Casselman and James Van Voorhees.

County Court will bring this discussion item to the July 19<sup>th</sup> Regular Session for final board appointments.

Respectfully submitted,

**Sarah Puerner**

**CROOK COUNTY COURT MINUTES  
OF JULY 19, 2023, REGULAR MEETING  
Open Portion**

**Be It Remembered** that the Crook County Court met in a Regular Court meeting on July 19, 2023, at 9:00 a.m. in the County meeting room located at 320 NE Court Street, Prineville, Oregon 97754.

Court Members Present: Judge Seth Crawford, Commissioner Jerry Brummer and Commissioner Brian Barney

Absentees: None

Others Present in Person or Via Zoom: Legal Counsels Eric Blaine and John Eisler; Administration Executive Assistant Sarah Puerner; Assistant Finance Director Christina Haron; Budget Analyst Jamie Berger; Director Will Van Vactor; Director Kim Barber; Health and Human Services Director Katie Plumb; Juvenile Director Erika Frickey; Sheriff Gautney; Assessor Jon Soliz; Sean Briscoe; Sarah Beeler; Cindy York; Jeff Hurd; Kim Herber; Katie McDonald; Andy Parks; Tim Deboodt; Sandy Kerbow; Doc Kerbow; Mary Dyal; Mike Ervin; Rhonda Ahern; Kris Jones, and members of the public.

**REGULAR SESSION**

The meeting was **called to order at 9:00 a.m.**

**Public Comment:** None

**Additions/Removals:** None

**Consent Agenda:**

1. Approve Minutes
2. Addendum 07 to existing professional services contract, Addition of Bi-weekly janitorial services at SAR facility buildings per exhibit F
3. Oregon Dept. of Justice Cooperative Agreement No. 23497, reimbursement for child support services, 2023-2027
4. Amendment to the Septage Plant agreement between Crook County and Two Springs Ranch
5. Best Care Amendment to continue for Batterer's Intervention and Prevention Program
6. Consider approval of professional services agreement for executive recruiting services for Deputy District Attorney and Chief Information Officer positions

**MOTION** to approve the Consent Agenda as presented. Motion seconded. No discussion. Motion carried 3-0.

**Discussion item #7:** Consider ratifying appointment of Christina Haron, CPA, present Assistant/Acting Finance Director to the Finance Director position:

**Requester:** Andy Parks

**Details:** Andy Parks attended the Regular Session to discuss ratifying appointment of Christina Haron, CPA, present Assistant Finance Director to the Finance Director position. Ms. Haron was hired as the County's Assistant Finance Director in March 2022. In August 2022, she was appointed Acting Finance Director. With that appointment a comprehensive schedule of items, including but not limited to budget law and development, risk management, debt issuance and management, annual financial report preparation and audit work, were identified for her to perform or complete prior to appointment to finance director. I have reviewed the schedule with Ms. Haron and am pleased to report that she has completed the requirements to earn the promotion to Finance Director. In addition to completing the training and or performance of the schedule of items noted above, Ms. Haron has gained the support and confidence of the entire finance department team as well as the department directors. I recommend ratifying the appointment of Ms. Haron to the Finance Director position, retroactive to July 1, 2023.

**MOTION** to appoint Christina Haron as the Finance Director. Motion seconded. No discussion. Motion carried 3-0.

**Discussion item #8: Haytons Elk View Lane (mapping update):**

**Requester:** Will Van Vactor

**Details:** Community Development Director Will Van Vactor attended the Regular Session to discuss Haytons Elk View Lane (mapping update). Pursuant to Crook County Order 2002-112, the County named a private Road Haytons Elk View Lane. The order included a map. Since the order in 2002, the road has been utilized in a manner that is different than mapped. This has led to confusion in addressing and has the potential to create confusion in an emergency response situation. County staff has met with most of the impacted property owners and updated several addresses to eliminate confusion. Impacted property owners have been notified of the attached proposed order and proposed map update and have been informed that there will be a hearing on July 19, 2023. The proposed order will confirm the correct location of the road.

**MOTION** to approve Order 2023-39. Motion seconded. No discussion. Motion carried 3-0.

**Discussion item #9: Order 2023-40 In the matter of appointment to the Crook County Library Board of Trustees:**

**Requester:** Andy Parks

**Details:** Crook County advertised for vacancies for the Library Board of Trustees. The Crook County Library Board of Trustees was established by county ordinance to oversee the Crook County Library and make policy decisions. The Board is composed of five members appointed by the County Court to a four-year term with a limit of two consecutive terms. The County received 12 applications for the board and proceeded to conduct 9 interviews. The Court held a joint meeting on July 13<sup>th</sup> with the Library Board to review and discuss the purpose and role of the Library Board of Trustees, to determine if any changes are appropriate, and to receive Board recommendations for the vacant Board seats. The Court named their top three candidates and those were Sandy Kerbow, Mark Maboll, and Keya Rohovit-Wrolson.

**MOTION** to approve Order 2023-40, the Order information will be revised, and signatures will be obtained after the meeting. Motion seconded. No discussion. Motion carried 3-0.

**Discussion item #10: PUBLIC HEARING: Application for social gathering, Lazarus Naturals Party, Powell Butte, August 16-17, 2023:**

**Requester:** Eric Blaine/ Katie McDonald

**Details:** Under Crook County Code 5.04.200 et seq., the County Court will hold a public hearing to consider an application for a social gathering within Crook County. Within the agenda packet is the application, traffic control plan, and recommendation from the Community Development Department. Also included is a draft permit, the terms of which should be considered by the County Court. The permit would establish issues like the required number of restrooms, the hours of operation of alcohol service or amplified sound (if any), and the contact information for important safety personnel.

A public hearing was opened.

Mike Ervin asked, "What is the definition of this public gathering?" County Counsel Eric Blaine stated that this social gathering is for a party, similar to a corporate retreat.

Rhonda Ahern, with Lazarus Naturals, wanted to correct a few items that were incorrect. The event date is August 17<sup>th</sup>-18<sup>th</sup>.

Doc Kerbow mentioned that this particular group sounds okay, but we've had some groups in the past that have not worked out well. Mr. Kerbow wants to make sure we keep our forests clean.

Public hearing closed. No decision was made today. This item will move to August 2<sup>nd</sup> for the second reading.

**Discussion item #11: PUBLIC HEARING: Application for social gathering, PBR Challenge Series, O'Neil Arena, August 17-18, 2023:**

**Requester:** Eric Blaine/ Katie McDonald

**Details:** Under Crook County Code 5.04.200 et seq., the County Court will hold a public hearing to consider an application for a social gathering within Crook County. Within the agenda packet is the application, traffic control plan, and recommendation from the Community Development Department. Also included is a draft permit, the terms of which should be considered by the County Court. The permit would establish issues like the required number of restrooms, the hours of operation of alcohol service or amplified sound (if any), and the contact information for important safety personnel.

A public hearing was opened.

Tom Koue, owner of O'Neil arena, wanted to mention that the event is on August 19<sup>th</sup>. They will not be doing a concert this year, and this is their third year doing the event.

With no other comments received, the public hearing was closed. This item will be added to the August 2nd court session for the second reading.

Administrator Report:

None

Court Member Updates:

Commissioner Brummer attended several AOC meetings and meetings for the Blue Mountain Government Council. They are currently working on updating the forest plan. Also had a few conversations with COIC regarding homelessness and our situation in Crook County.

Judge Crawford is working with Andy Parks and Tim Deboodt on creating a letter for Deschutes County regarding the prospective new landfill site across the county line in the Powell Butte area. Mr. Deboodt will have a map and letter for the new work session to discuss with the Court.

At 9:52 a.m. the Court convened into Executive Session under the following statute(s): 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.

**EXECUTIVE SESSION**

At the conclusion of the Executive Session, the County Court convened back into Open Session, inviting members of the public into the meeting room.

**MOTION** to approve the severance agreement as discussed in the Executive Session. Motion seconded. No discussion. Motion carried 3-0.

There being no further business before the Court, the meeting was **adjourned at 10:00 a.m.**

Respectfully submitted,

**Sarah Puerner**

## 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](mailto: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](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        |
| <b>Total Budget:</b> | <b>\$32,082</b> |
| Equipment            | \$32,082        |
| <b>Total (Grant)</b> | <b>\$32,082</b> |

#### **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](mailto: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](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](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](mailto: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)**

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

| <b>4) OHA Public Health Funds Approved</b> |  |                               |                            |                              |
|--|--|-------------------------------|----------------------------|------------------------------|
| <b>Number</b>                              | <b>Program</b>   | <b>Previous Award Balance</b> | <b>Increase / Decrease</b> | <b>Current Award Balance</b> |
| 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                   |

| <b>4) OHA Public Health Funds Approved</b> |  |                               |                            |                              |
|--|--|-------------------------------|----------------------------|------------------------------|
| <b>Number</b>                              | <b>Program</b>   | <b>Previous Award Balance</b> | <b>Increase / Decrease</b> | <b>Current Award Balance</b> |
| 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.*

| <b>5) Foot Notes:</b> |  |
|-----------------------|--|
| 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. |
| PE40-01               | 7/2023: Unspent SFY2024 Q1 award will be rescinded by the state, cannot be carried over to SFY2024 Q2-4 period.  |
| PE40-02               | 7/2023: Q2-4 Unspent grant award will be rescinded by the state at end of SFY2024  |
| PE42-11               | 7/2023: Indirect charges cap at 10%.   |
| PE42-12               | 7/2023: Indirect Charges cap at 10%.   |
| PE43-01               | 7/2023: Awarded funds can be spent on allowable costs for the period of 7/1/2023 - 9/30/23. Any unspent funds will be de-obligated.  |
| PE43-01               | 9/2023: Prior Footnote dated 7/2023 Null and Void.   |
| PE51-01               | 7/2023: Bridge funding for 7/1/23-9/30/23.   |
| PE51-01               | 8/2023: Prior Footnote dated 7/2023 Null and Void  |
| PE51-03               | 9/2023: Federal funds expire 6/30/24 and will be ineligible for carryover into SFY25.  |

*Comments on following page.*

| <b>6) Comments:</b> |   |
|---------------------|---|
| PE01-01             | 8/2023: Prior Comment dated 7/2023 Null and Void<br>7/2023: SFY24 funding available 7/1/23-9/30/23 only.  |
| PE01-08             | 10/2023: rollover unspent SFY23 funds of \$11,718.76  |
| PE01-09             | 10/2023: rollover unspent SFY23 funds of \$287,896.15   |
| PE01-10             | 10/2023: rollover unspent SFY23 funds of \$97,582.72  |
| PE12-01             | 8/2023: Prior Comment dated 7/2023 Null and Void<br>7/2023: SFY24 Award funding for first 3 months only   |
| PE13                | 10/2023: rollover unspent SFY23 funds of \$103,358<br>9/2023: All Prior Comments Null and Void<br>7/15/23: SFY24 Award adding funding for 10/1/23-6/30/24<br>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.  |
| PE40-02             | 7/2023: SFY2024 Q2-4 grant award. \$31,690 must be spent on Nutrition Ed, \$4,726 on BF Promotion.  |
| PE40-05             | 10/2023: Prior Comment dated 7/2023 Null and Void.<br>7/2023: SFY2024 WIC Farmers Market Mini grant award. Final Q2 Rev & Exp Report is required for final accounting. Underspent funds will be rescinded by the state in February 2024 |
| PE51-03             | 10/2023: rollover unspent SFY23 funds of \$38,871.19  |
| PE51-05             | 7/2023: SFY24 Award Available 7/1/23-6/30/24. Funds are available 7/1/23-11/30/27. Unspent Funds in SFY24 will be carried over to the next fiscal year.   |
| PE62                | 10/2023: Additional funds of \$112,076 available 9/1/23-6/30/24.<br>7/2023: FY24 funds available 7/1/23-9/29/23 only.   |
| 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.  |

| <b>7) Capital outlay Requested in this action:</b>   |                  |      |             |  |
|--|------------------|------|-------------|--|
| 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<br>Immunization and Vaccines for Children | CDC-RFA-IP19-1901<br>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](mailto: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><br>• SUB-ELEMENT(S) | <u>FUND TYPE</u> | <u>FEDERAL AGENCY/<br/>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 47** 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)**

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

| <b>4) OHA Public Health Funds Approved</b> |  |                               |                            |                              |
|--|--|-------------------------------|----------------------------|------------------------------|
| <b>Number</b>                              | <b>Program</b>   | <b>Previous Award Balance</b> | <b>Increase / Decrease</b> | <b>Current Award Balance</b> |
| 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                   |

| <b>4) OHA Public Health Funds Approved</b> |  |                               |                            |                              |
|--|--|-------------------------------|----------------------------|------------------------------|
| <b>Number</b>                              | <b>Program</b>   | <b>Previous Award Balance</b> | <b>Increase / Decrease</b> | <b>Current Award Balance</b> |
| 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                   | \$15,501.00                | \$65,501.00                  |
| PE43-01                                    | Public Health Practice (PHP) - Immunization Services   | \$10,792.00                   | \$0.00                     | \$10,792.00                  |
| PE43-05                                    | OIP Bridge COVID                                       | \$0.00                        | \$10,163.00                | \$10,163.00                  |
| 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  | \$49,527.19                   | \$0.00                     | \$49,527.19                  |
| PE51-05                                    | CDC PH Infrastructure Funding                          | \$155,440.41                  | \$0.00                     | \$155,440.41                 |
| PE62                                       | Overdose Prevention-Counties                           | \$130,756.00                  | \$0.00                     | \$130,756.00                 |
| 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.*

| <b>5) Foot Notes:</b> |  |
|-----------------------|--|
| 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. |
| PE40-01               | 7/2023: Unspent SFY2024 Q1 award will be rescinded by the state, cannot be carried over to SFY2024 Q2-4 period.  |
| PE40-02               | 7/2023: Q2-4 Unspent grant award will be rescinded by the state at end of SFY2024  |
| PE42-11               | 7/2023: Indirect charges cap at 10%.   |
| PE42-12               | 7/2023: Indirect Charges cap at 10%.   |
| PE43-01               | 7/2023: Awarded funds can be spent on allowable costs for the period of 7/1/2023 - 9/30/23. Any unspent funds will be de-obligated.  |
| PE43-01               | 9/2023: Prior Footnote dated 7/2023 Null and Void.   |
| PE51-01               | 7/2023: Bridge funding for 7/1/23-9/30/23.   |
| PE51-01               | 8/2023: Prior Footnote dated 7/2023 Null and Void  |
| PE51-03               | 9/2023: Federal funds expire 6/30/24 and will be ineligible for carryover into SFY25.  |

*Comments on following page.*

| <b>6) Comments:</b> |   |
|---------------------|---|
| PE01-01             | 8/2023: Prior Comment dated 7/2023 Null and Void<br>7/2023: SFY24 funding available 7/1/23-9/30/23 only.  |
| PE01-08             | 10/2023: rollover unspent SFY23 funds of \$11,718.76  |
| PE01-09             | 10/2023: rollover unspent SFY23 funds of \$287,896.15   |
| PE01-10             | 10/2023: rollover unspent SFY23 funds of \$97,582.72  |
| PE12-01             | 8/2023: Prior Comment dated 7/2023 Null and Void<br>7/2023: SFY24 Award funding for first 3 months only   |
| PE13                | 10/2023: rollover unspent SFY23 funds of \$103,358<br>9/2023: All Prior Comments Null and Void<br>7/15/23: SFY24 Award adding funding for 10/1/23-6/30/24<br>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.  |
| PE40-02             | 7/2023: SFY2024 Q2-4 grant award. \$31,690 must be spent on Nutrition Ed, \$4,726 on BF Promotion.  |
| PE40-05             | 10/2023: Prior Comment dated 7/2023 Null and Void.<br>7/2023: SFY2024 WIC Farmers Market Mini grant award. Final Q2 Rev & Exp Report is required for final accounting. Underspent funds will be rescinded by the state in February 2024 |
| PE42-13             | 11/2023: SFY24 Nurse workforce development funds of \$10,000 and HDHP funds of \$5,501  |
| PE51-03             | 10/2023: rollover unspent SFY23 funds of \$38,871.19  |
| PE51-05             | 7/2023: SFY24 Award Available 7/1/23-6/30/24. Funds are available 7/1/23-11/30/27. Unspent Funds in SFY24 will be carried over to the next fiscal year.   |
| PE62                | 10/2023: Additional funds of \$112,076 available 9/1/23-6/30/24.<br>7/2023: FY24 funds available 7/1/23-9/29/23 only.   |
| 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.  |

| <b>7) Capital outlay Requested in this action:</b>   |                  |      |             |  |
|--|------------------|------|-------------|--|
| 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**

**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<br>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  |

# DOCUMENT RETURN STATEMENT

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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:**

**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](mailto: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 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<br>(covers 12/13/23–12/12/24) | \$ 11,255.09   | Amount due December 13, 2023 |
| Year 2 Support Services<br>(covers 12/13/24–12/12/25) | \$ 11,592.74   | Amount due December 13, 2024 |
| Year 3 Support Services<br>(covers 12/13/25–12/12/26) | \$ 11,940.52   | Amount due December 13, 2025 |
| Year 4 Support Services<br>(covers 12/13/26–12/12/27) | \$ 12,298.74   | Amount due December 13, 2026 |

|   |              |                              |
|---|--------------|------------------------------|
| Year 5 Support Services<br>(covers 12/13/27–12/12/28) | \$ 12,667.70 | Amount due December 13, 2027 |
|---|--------------|------------------------------|

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](mailto: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:** 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

**Intergovernmental Agreement**  
**Administering the Disadvantaged Business Enterprise**  
**Unified Certification Program**

**THIS AGREEMENT** is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "ODOT," the State of Oregon, acting by and through its Oregon Business Development Department, hereinafter referred to as "OBDD," referred collectively as "State;" and cities, counties or local partners signing onto this Agreement, hereinafter referred to as "Agency" or "Agencies," all herein referred to individually as "Party" and collectively as "Parties."

**RECITALS**

1. By the authority granted in Oregon Revised Statutes ("ORS") 190.110 and 283.110, state agencies may enter into agreements with units of local government or other state agencies for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.
2. The Disadvantaged Business Enterprise ("DBE") program requirements set out in Title 49 United States Code of Federal Regulations ("CFR") § 26.81 (2003) require that all State Agencies receiving federal transportation funds establish a single Unified Certification Process ("UCP") to certify businesses owned by socially and economically disadvantaged, or historically marginalized, individuals as "DBEs". 49 CFR § 26.81 requires that all such state agencies of federal transportation funds sign an agreement establishing the UCP and submit same to the U.S. Secretary of Transportation.
3. As provided in 49 CFR § 26, only firms owned and controlled by socially and economically disadvantaged person(s) are eligible for the DBE Program. The ODOT Office of Civil Rights ("OCR") is responsible for ensuring compliance with the federal regulations in the determination of DBE certification and will act in the capacity of Lead Department for coordinating program participation of the Agencies hereunder. ODOT is responsible to the United States Department of Transportation ("USDOT") for assuring certification of DBEs is performed consistent with 49 CFR § 26.
4. As provided under ORS 200.055(5), OBDD is the sole state agency authorized to certify DBEs as eligible to perform on public contracts in this state. Pursuant to ORS 200.055, the OBDD herein delegates authority for administration of the Oregon UCP DBE Certification Component to its Certification Office for Business Inclusion and Diversity ("COBID").
5. Pursuant to ORS 183.341, OBDD has adopted certification procedures for DBEs under Oregon Administrative Rule ("OAR") 123-200.

The Parties therefore agree as follows:

## **TERMS OF AGREEMENT**

### **1. Partnership.**

- a. ODOT, OBDD and Agency agree to cooperate and coordinate the administration of DBE certification services as required under 49 CFR § 26.
- b. This Agreement defines the roles and responsibilities of ODOT, OBDD and Agency to continue participation in the UCP. The collective effort of the Parties is hereinafter referred to as the “UCP Partnership” or “Partnership.”

### **2. Funding.**

- a. Each Party shall be responsible for funding their own duties and obligations under this Agreement, unless the Parties allocate funding duties or obligations differently amongst themselves by entering into a separate funding agreement.

### **3. Exhibits Attached and Incorporated.**

- a. This Agreement includes the following exhibit, which is attached and incorporated into this Agreement by reference:
  - Exhibit TCD –Terms, Conditions and Definitions

### **4. Order of Precedence.**

Unless a different order is required by law, this Agreement shall be interpreted in the following order of precedence:

- 1) This Agreement (including all amendments, if any) less all Exhibits, attachments and other documents and information incorporated into this Agreement,
- 2) Exhibit TCD,
- 3) All other Exhibits,
- 4) Any other attachments,

This provision survives termination of the Agreement.

5. **Term of Agreement; Effective Date.** The term of this Agreement shall begin upon the date all required ODOT and OBDD signatures are obtained. This Agreement shall terminate for all Parties 5 years from the initial date of execution, including Agencies who join the Partnership at a later date.

6. **Termination.**

- a. Any Party may terminate its participation in this Agreement by providing at least 30 calendar days written notice to the other Parties.
- b. Upon mutual agreement of ODOT and OBDD, either ODOT or OBDD may terminate this Agreement effective upon delivery of written notice to all Parties, or at such later date as may be established by ODOT or OBDD; or under the following condition:
  - i. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if State is prohibited from paying for such services from the planned funding source.
- c. Upon mutual agreement of ODOT and OBDD, either ODOT or OBDD may terminate any Agency or all Agencies participation in this Agreement effective upon delivery of written notice to said Agency or Agencies, and under any of the following conditions:
  - i. If Agency or Agencies fail(s) to provide the services called for by this Agreement within the time specified herein or any extension thereof.
  - ii. If Agency or Agencies fail(s) to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
- d. Any termination of this Agreement shall not extinguish or prejudice any rights or obligations accrued to the Parties prior to termination.

7. **Certification.** Each Party certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on its behalf, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind that Party.

8. **No Third Party Beneficiaries.** ODOT, OBDD and Agencies 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, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. This provision survives termination of the Agreement.

9. **Waiver; Amendment.** No waiver, consent, modification or change of terms of this Agreement shall bind any Party unless in writing and signed by both ODOT and OBDD, and all necessary approvals have been obtained. Such waiver, consent, modification or change,

if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision. This provision survives termination of the Agreement.

10. **Notice.** Except as otherwise expressly provided in this Agreement, all notices to be given relating to this Agreement must be given in writing by email, personal delivery, or postage prepaid mail, to each Party's Project Manager, and Agencies Contact Representative, at the physical address or email address set forth on the signature page(s). Any notice so addressed and mailed becomes effective 5 days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective when the sender receives confirmation of receipt from the recipient (not an auto-reply).
11. **Severability.** The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, 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 the Agreement did not contain the particular term or provision held to be invalid. This provision survives termination of the Agreement.
12. **Counterparts.** This Agreement may be executed in several counterparts all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
13. **Integration.** This Agreement and attached exhibit constitute 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.
14. **Electronic Signatures.** The Parties agree that signatures showing on PDF documents, including but not limited to PDF copies of the Agreement and amendments, submitted or exchanged via email are "Electronic Signatures" under ORS Chapter 84 and bind the signing Party and are intended to be and can be relied upon by the Parties. State reserves the right at any time to require the submission of the hard copy originals of any documents.

#### **MUTUAL PARTIES OBLIGATIONS**

1. As provided under ORS 200.055(5) the Parties mutually agree that all DBE certification decisions by COBID shall be binding on all recipients of federal transportation funds within Oregon.

2. The Parties mutually agree to have open and regular communication on matters concerning the UCP and DBE certification. Matters of concern to all Parties include, but are not limited to, process time, staffing, budget, certification issues, directory maintenance and changes in the UCP.
3. The Parties shall cooperate in the administration of the USDOT required UCP, striving for the most efficient use of individual Agency resources in carrying out the UCP.
4. The Parties agree that all certifications shall be pre-certifications, i.e., certifications that have been made final before the due date for bids or offers on a contract in which a firm seeks to participate as a DBE.
5. The Parties mutually agree to notify and make available (via email) to all Parties of the Partnership, any communication to or from the USDOT and respective state or federal agencies regarding DBE certification.
6. The Parties agree to work in partnership during federal audits and performance reviews, this may include but is not limited to, sharing of reports, small business data or holding meetings to work through audit or performance review requirements needed for compliance.
7. The Parties shall not exclude certified DBE firms from participation; deny benefits; or otherwise discriminate against any firms in connection with the award and performance of any contract governed by 49 CFR § 26 on the basis of any federally or state protected class.
8. The Parties shall not directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing the accomplishments of the objective of this program with respect to individuals of any federally or state protected class.

#### **AGENCIES OBLIGATIONS**

1. Each Agency shall designate a representative to attend semi-annual UCP Partnership meetings and any special sessions. In-person, virtual or attendance by teleconference is acceptable. Semi-annual meetings occur in the summer (July or August) and the fall (October or November). OBDD will provide all Agencies reasonable notice of the meeting.
2. Agencies shall list their named representative and contact information to this Agreement on their individual Agency Signature Page, and shall notify ODOT's Project Manager of any contact information changes via email, within 5 business days of said change during the term of this Agreement.
3. Agencies agree that ODOT is the Lead Department for the Partnership.
4. Agencies shall notify OBDD and COBID of any DBE certification issues affecting DBE eligibility for participation in federally assisted projects. OBDD agrees to respond to any requests

associated with this Agreement within 10 calendar days, unless additional time is requested and mutually agreed upon at the time of request. Agencies shall promptly notify OBDD and COBID of complaints received relating to DBE certification or program administration.

### **ODOT OBLIGATIONS**

1. As Lead Department for this Agreement, ODOT will:
  - a. Notify and advise OBDD and Agencies of any change in federal law, USDOT regulation, and changes to ODOT's DBE Program Plan document.
  - b. Notify OBDD and Agencies of training programs relevant to DBE certification function and procedures.
  - c. Review OBDD's COBID determination in any third-party complaints that challenge a DBE's certification status or eligibility.
  - d. Provide ongoing DBE certification expertise, oversight, and conduct process reviews when required.
  - e. Perform annual audits of DBE certification files.
  - f. Assist OBDD in conducting appeals challenging DBE certification decisions, this may include but is not limited to, notifying COBID in writing of any certification issues affecting any DBE's eligibility for participation on federally-assisted projects, or of received relating to DBE certification or program administration
2. ODOT will notify OBDD of any DBE certification issues affecting DBE eligibility for participation on federally-assisted projects.
3. ODOT will promptly notify OBDD of complaints received relating to DBE certification or program administration.
4. ODOT's Project Manager is Deponker Mukherjee, DBE Program Manager, ODOT – Office of Civil Rights, 800 Airport Road SE Salem, OR 97301; phone 971-283-4636; email [diponker.mukherjee@odot.oregon.gov](mailto:diponker.mukherjee@odot.oregon.gov), or assigned designee upon absence. ODOT shall notify the other Parties in writing of any contact information changes during the term of this Agreement.

### **OBDD OBLIGATIONS**

1. ODOT and OBDD shall ensure that COBID has sufficient resources and expertise to carry out the requirements of 49 CFR § 26.81.
2. OBDD will promptly notify Agencies regarding any changes in state rules, regulations, statutory proposals or amendments conflicting with federal guidelines in DBE certification.

ODOT/OBDD/Agencies  
Agreement No. PO-73000-00011634

3. OBDD will not be required to process an application for certification from a firm having its principle place of business outside the State of Oregon, if the firm is not already certified by the UCP in the state in which it maintains its principal place of business.
4. OBDD will share its information and documents concerning DBE applicants with other certifying state agencies that are considering the firm's application.
5. OBDD will maintain a DBE certification database and directory.
6. OBDD will provide Agencies with all necessary DBE certification information required to complete federal reports and data collection.
7. OBDD will follow all certification procedures and standards prescribed in 49 CFR § 26.
8. OBDD will cooperate fully with ODOT in the oversight, review, and monitoring activities of the USDOT and its operating administrations, and implement USDOT's directives and guidance concerning certification matters.
9. OBDD will act in accordance with 49 CFR § 26.83(k). As provided under ORS 200.055(5) COBID may make decisions on applications for certification within 90 calendar days of receiving all information required from the applicant firm. This review period may be extended once, for no more than 60 calendar days, upon written notification to the applicant firm, explaining fully and specifically the reasons for the extension.
10. Subject to Oregon Public Records Law, ORS 192.410 to 192.505, OBDD may not release any information that may be reasonably construed as confidential business information to any third party without the written consent of the DBE applicant, including any and all information not publicly available.
11. OBDD will submit to ODOT the following documentation on each DBE certification within 7 calendar days of receipt of ODOT's written request:
  - a. Copy of letter of determination.
  - b. Copy of site visit.
12. OBDD will notify ODOT and Agency within 7 calendar days upon receipt of written request from ODOT, local agency, or interested party, of any of the following:
  - a. De-certification or denial of DBE certification;
  - b. Third-party challenge;
  - c. Closures or cancellations of any DBE certifications due to a firm's failure to file an annual no-change affidavit; or
  - d. Any withdrawals of DBE certification applications.
13. OBDD will participate in DBE staff training.

14. OBDD will coordinate participation for DBE certification workshops with Agencies, this may include but is not limited to securing a workshop location, inviting attendees, drafting agenda, presenting information, and providing additional required resources.
15. OBDD will provide technical assistance to firms seeking DBE certification, this may include but is not limited to, assistance in filling out forms, gathering required documentation, and identifying firm net worth and ownership.
16. OBDD's Project Manager for this Project is Carrie L. Baxandall, Program Manager- COBID, 775 Summer Street SE, Suite 200, Salem, OR. 97301; phone 971-301-1271; email [carrie.baxandall@biz.oregon.gov](mailto:carrie.baxandall@biz.oregon.gov), or assigned designee upon individual's absence. OBDD shall notify the other Parties in writing of any contact information changes during the term of this Agreement.

**THE PARTIES**, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

**STATE OF OREGON**, by and through its  
Business Development Department

By \_\_\_\_\_  
Chris Cummings, Assistant Director  
Economic Development Division

Date \_\_\_\_\_

**OBDD Contact:**

Carrie L. Baxandall  
Program Manager  
OBDD – COBID Section  
775 Summer Street SE, Suite 200  
Salem, OR 97301  
971-301-1271  
[carrie.baxandall@biz.oregon.gov](mailto:carrie.baxandall@biz.oregon.gov)

**STATE OF OREGON**, by and through  
its Department of Transportation

By Angela M. Crain  
Angela M. Crain, Office of Civil Rights Manager

Date 11/16/2022

**ODOT Contact:**

Diponker Mukherjee  
DBE Program Manager  
ODOT Office of Civil Rights  
800 Airport Road SE  
Salem, OR 97301  
971-283-4636  
[diponker.mukherjee@odot.oregon.gov](mailto:diponker.mukherjee@odot.oregon.gov)

Note: The Oregon Department of Transportation is committed to complying with all statutory requirements to ensure that it is providing information that is more accessible to people with disabilities, as required by Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and 36 C.F.R. 1194 Appendix A. To request reasonable accommodation for access, due to a disability, to information related to this document, please contact the Oregon Department of Transportation's Procurement Office at phone #503-986-2710 or [OPOAdmin@odot.oregon.gov](mailto:OPOAdmin@odot.oregon.gov).

**EXHIBIT TCD – TERMS, CONDITIONS AND DEFINITIONS**

**THIRD PARTY CLAIMS:** The following paragraphs 1 through 4 shall survive termination of the Agreement.

1. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a Party with respect to which any other Party may have liability, the notified Party must promptly notify the other Parties in writing of the Third Party Claim and deliver to the other Parties a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
2. With respect to a Third Party Claim for which ODOT or OBDD is jointly liable with any other Party or Parties (or would be if joined in the Third Party Claim), ODOT or OBDD shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the other Party or Parties in such proportion as is appropriate to reflect the relative fault of ODOT or OBDD on the one hand and of the other Party or Parties on the other hand, singularly or in combination, in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of ODOT or OBDD on the one hand and of the other Party or Parties on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. ODOT or OBDD's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if ODOT or OBDD had sole liability in the proceeding.
3. With respect to a Third Party Claim for which any other Party or Parties are jointly liable with ODOT or OBDD (or would be if joined in the Third Party Claim), the other Party or Parties shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by ODOT or OBDD in such proportion, singularly or in combination, as is appropriate to reflect the relative fault of the other Party or Parties on the one hand and of ODOT or OBDD on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the other Party or Parties on the one hand and of ODOT or OBDD on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Each other Party's contribution amount in

any instance is each capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

4. 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.

#### **DISPUTE RESOLUTION BETWEEN ODOT AND OBDD:**

1. ODOT and OBDD agree that any tort liability claim, suit, or loss resulting from or arising out of either ODOT or OBDD's performance of any activities under this Agreement shall be allocated, as between the state agencies, in accordance with law by Oregon Department of Administrative Services' (DAS) Risk Management, for purposes of their respective loss experiences and subsequent allocation of self-insurance assessments under ORS 278.435. ODOT and OBDD agree to notify the DAS Risk Management Division and the other state agency in the event it receives notice or knowledge of any claims arising out of ODOT's or OBDD's performance of, or activities under, this Agreement.
2. ODOT and OBDD understand that each is insured with respect to tort liability by the State of Oregon Insurance Fund, a statutory system of self-insurance established by ORS 278, and subject to the Oregon Tort Claims Act (ORS 30.260-30.300). ODOT and OBDD agree to accept that coverage as adequate insurance of the other state agency with respect to personal injury and property damage.

#### **OREGONBUYS (State's Electronic Procurement System)**

State (ODOT) shall, upon execution of this Agreement, enter the required data into its Electronic Procurement System, per ORS 190.115.

#### **RECORDS**

The Parties acknowledge and agree that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the Parties which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of 6 years after completion of the Project and final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by the requesting party. This provision survives termination of the Agreement.

#### **INDEPENDENT CONTRACTOR; EMPLOYMENT COSTS**

1. All employers, including the Parties, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126.

Employers Liability insurance with coverage limits of not less than \$500,000 must be included. The Parties shall ensure that each of its subcontractors complies with these requirements.

2. All Parties shall perform the services under this Agreement as independent contractors and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.
3. Agencies understand and agree that they are not an "officer," "employee," or "agent" of the State of Oregon, as those terms are used in ORS 30.265 or otherwise.

**GOVERNING LAW; VENUE; CONSENT TO JURISDICTION:**

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to principles of conflicts of laws. Any claim, action, suit or proceeding (collectively, "Claim") between the State and individual Agency or Agencies that arise(s) from or relates to the Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then unless otherwise prohibited by law, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. AGENCIES HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS AND WAIVES ANY OBJECTION TO VENUE IN SUCH COURTS, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM. Nothing herein shall be construed as a waiver of the State's sovereign or governmental immunity, whether derived from the Eleventh Amendment to the United States Constitution or otherwise, or of any defenses to Claims or jurisdiction based thereon. This provision survives termination of the Agreement.

**COMPLIANCE WITH LAW**

The Parties shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, the Parties expressly agree to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990, as amended, and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

**Unified Certification Program Agreement  
Agency Signature Page**

The Unified Certification Program process is developed and implemented by the Oregon Department of Transportation and the Oregon Business Development Department. Agency recognizes the UCP program as the authorizing process for certification, certification review, and de-certification of firms in the Disadvantaged Business Enterprise Program for the State or Oregon, as required by 49 CFR § 26.81.

Information regarding the Disadvantaged Business Enterprise Program and certification can be found at this link:  
<https://www.oregon.gov/biz/programs/COBID/Pages/Frequently-Asked-Questions-%26-Answers.aspx>

[Print Agency name here: \_\_\_\_\_] Agency, by execution of this Agreement, hereby acknowledges that its signing representative(s) have reviewed the UCP process and agree to be bound by the terms and conditions of Agreement No. PO-73000-00011634 titled "Administering the Disadvantaged Business Enterprise Unified Certification Program".

Agency has executed this Agreement by its duly authorized representative(s) as of the final date of the signature(s) below:

|  |       |                 |
|--|-------|-----------------|
| _____  | _____ | _____           |
| Agency Signature   | Date  | Title           |
| _____  | _____ | _____           |
| Second Agency Signature<br>(if required in Agency's process) | Date  | Title           |
| _____  | _____ | _____           |
| Agency Counsel<br>(if required in Agency's process)          | Date  | Counsel's Title |

|  |
|--|
| Name & Title of Agency Contact Representative: _____ |
| Address: _____                                       |
| Phone: _____   |
| E-mail: _____  |

Agency must send the fully signed Unified Certification Program Agreement Signature Page, including Agency Contact Representative information, as an email attachment to the following:

- ODOT Procurement Office at [intergovernmental.agreements@odot.oregon.gov](mailto:intergovernmental.agreements@odot.oregon.gov)
- ODOT Project Manager for this Agreement, as listed in ODOT Obligations, paragraph 4.

**Agreement number PO-73000-00011634 must be referenced in the email subject line.**

## 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):**

**IN THE COUNTY COURT OF THE STATE OF OREGON**  
**FOR THE COUNTY OF CROOK**

**IN THE MATTER OF THE  
 APPOINTMENT TO THE ABATEMENT  
 OF DANGEROUS BUILDINGS CODE,  
 APPEALS COMMITTEE**

**ORDER 2024-04**

**WHEREAS**, volunteers are essential to the operation of the county government; and

**WHEREAS**, the Court has carefully considered the skills and talents of the applicants and the needs of the boards which has a vacancy requiring appointments, and based upon recommendation of Boards and Committees:

**NOW, THEREFORE**, it is hereby **ORDERED** that the Crook County Court makes the following appointment to the Abatement of Dangerous Buildings Code, Appeals Committee:

| <b>Board</b>  | <b>Appointee</b> | <b>Term</b>                         | <b>Oath required</b> |
|---|------------------|-------------------------------------|----------------------|
| Abatement of Dangerous Buildings Code, Appeals Committee<br>Position #1 | Elvin Spurling   | 3 Year Term<br>Expiring: 12/31/2026 | Yes                  |

DATED this 3<sup>rd</sup> day of January 2024.

\_\_\_\_\_  
 Seth Crawford  
 County Judge

\_\_\_\_\_  
 Brian Barney  
 County Commissioner

\_\_\_\_\_  
 Susan Hermreck  
 County Commissioner

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

Position applied for:

Name:

Address:

Phone Number:

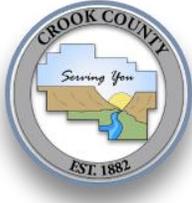
Email:

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):**

**IN THE COUNTY COURT OF THE STATE OF OREGON**  
**FOR THE COUNTY OF CROOK**

**IN THE MATTER OF THE  
 APPOINTMENTS TO THE NATURAL  
 RESOURCE ADVISORY COMMITTEE**

**ORDER 2024-05**

**WHEREAS**, volunteers are essential to the operation of the county government; and

**WHEREAS**, the Court has carefully considered the skills and talents of the applicants and the needs of the boards which has a vacancy requiring appointments, and based upon recommendation of Boards and Committees:

**NOW, THEREFORE**, it is hereby **ORDERED** that the Crook County Court makes the following appointments to the Natural Resource Advisory Committee:

| <b>Board</b>                                       | <b>Appointee</b> | <b>Term</b>                            | <b>Oath required</b> |
|--|------------------|--|----------------------|
| Natural Resource Advisory Committee<br>Position #1 | Steve McGuire    | 4 Year Term<br>Expiring:<br>12/31/2027 | No                   |
| Natural Resource Advisory Committee<br>Position #2 | Frank Porfily    | 4 Year Term<br>Expiring:<br>12/31/2027 | No                   |
| Natural Resource Advisory Committee<br>Position #3 | Lynne Breese     | 4 Year Term<br>Expiring:<br>12/31/2027 | No                   |
| Natural Resource Advisory Committee<br>Position #5 | Calista Songstad | 4 Year Term<br>Expiring:<br>12/31/2027 | No                   |

DATED this 3<sup>rd</sup> day of January 2024.

---

Seth Crawford  
County Judge

---

Brian Barney  
County Commissioner

---

Susan Hermreck  
County Commissioner



# 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](mailto: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's 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: 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@a 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 CCMS, 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](mailto: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 re-join 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: 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

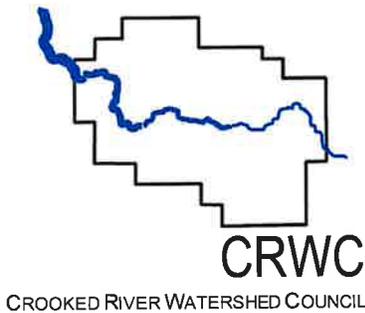
Relevant Experience in any topic area of federal land use planning" (paid employment or volunteer):

*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.*





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 3<sup>rd</sup> 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."

|                 |                                  |               |              |            |
|-----------------|----------------------------------|---------------|--------------|------------|
| <b>Name:</b>    | Calista                          | Marie         | Songstad     |            |
|                 | <i>First</i>                     | <i>Middle</i> | <i>Last</i>  |            |
| <b>Address:</b> | 2673 NE Sunrise Lane             | Prineville    | OR           | 97754      |
|                 | <i>Street</i>                    | <i>City</i>   | <i>State</i> | <i>Zip</i> |
| <b>Phone:</b>   | 425-239-3182                     | Same          | same         |            |
|                 | <i>Home</i>                      | <i>Work</i>   | <i>Cell</i>  |            |
| <b>Email:</b>   | 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](mailto: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](mailto:JESS@SIGNETREALTYGROUP.COM)

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**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>

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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.

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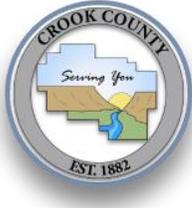
Best regards,

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):**

/

**IN THE COUNTY COURT OF THE STATE OF OREGON**  
**FOR THE COUNTY OF CROOK**

**IN THE MATTER OF THE  
APPOINTMENTS TO THE AG  
EXTENSION SERVICE DISTRICT  
ADVISORY BOARD**

**ORDER 2024-06**

**WHEREAS**, volunteers are essential to the operation of the county government; and

**WHEREAS**, the Court has carefully considered the skills and talents of the applicants and the needs of the boards which has a vacancy requiring appointments, and based upon recommendation of Boards and Committees:

**NOW, THEREFORE**, it is hereby **ORDERED** that the Crook County Court makes the following appointments to the Ag Extension Service District Advisory Board:

| <b>Board</b>   | <b>Appointee</b> | <b>Term</b>                            | <b>Oath required</b> |
|--|------------------|--|----------------------|
| Ag Extension Service District Advisory Board<br>Position #2  | Jerry Brummer    | 3 Year Term<br>Expiring:<br>12/31/2026 | Yes                  |
| Ag Extension Service District Advisory Board<br>Position #10 | Brett Dunn       | 3 Year Term<br>Expiring:<br>12/31/2026 | Yes                  |
| Ag Extension Service District Advisory Board<br>Position #8  | Nancy Condron    | 3 Year Term<br>Expiring:<br>12/31/2026 | Yes                  |

DATED this 3<sup>rd</sup> day of January 2024.

\_\_\_\_\_  
Seth Crawford  
County Judge

\_\_\_\_\_  
Brian Barney  
County Commissioner

\_\_\_\_\_  
Susan Hermreck  
County Commissioner

**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 maybe 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](mailto: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):**

**IN THE COUNTY COURT OF THE STATE OF OREGON**  
**FOR THE COUNTY OF CROOK**

**IN THE MATTER OF THE  
APPOINTMENTS TO THE FAIR  
BOARD COMMITTEE**

**ORDER 2024-07**

**WHEREAS**, volunteers are essential to the operation of the county government; and

**WHEREAS**, the Court has carefully considered the skills and talents of the applicants and the needs of the boards which has a vacancy requiring appointments, and based upon recommendation of Boards and Committees:

**NOW, THEREFORE**, it is hereby **ORDERED** that the Crook County Court makes the following appointments to the Fair Board Committee:

| <b>Board</b>                        | <b>Appointee</b> | <b>Term</b>                         | <b>Oath required</b> |
|-------------------------------------|------------------|-------------------------------------|----------------------|
| Fair Board Committee<br>Position #6 | Gail Merritt     | 3 Year Term<br>Expiring: 12/31/2026 | Yes                  |
| Fair Board Committee<br>Position #7 | Stanly Flynn     | 3 Year Term<br>Expiring: 12/31/2026 | Yes                  |

DATED this 3<sup>rd</sup> day of January 2024.

\_\_\_\_\_  
Seth Crawford  
County Judge

\_\_\_\_\_  
Brian Barney  
County Commissioner

\_\_\_\_\_  
Susan Hermreck  
County Commissioner

**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

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



## Agenda Item Request

**Date:**

*December 14, 2023*

**Meeting date desired:**

*January 3, 2024 – Court Session Discussion*

**Subject:**

*Natural Hazard Mitigation Plan Update*

**Background and policy implications:**

*This project involves the review and 5-year update of the Crook County Multi-Jurisdictional Natural Hazards Mitigation Plan which includes: Working with a contractor (COIC) to assemble a multi-jurisdictional and multi-discipline committee to review the current plan, update the risk/vulnerability analysis, update environmental factors (geographical, economic, social), draft new or revised mitigation strategies, plan adoption. This work will be provided through contract and supported by county, city, and other agency stakeholders.*

**Budget/fiscal impacts:**

*Requested funding of \$71,000 via the County's Risk Management Fund which would be included in the current budget appropriation for the fund. As this request affects all County departments, it was felt that it was appropriate to use the Risk Management Funds as its purpose is for mitigating a variety of county-wide risks, such as liability insurance deductibles and additional workers compensation and each department pays into it for cost recovery similar to our Internal Service Funds.*

**Requested by:**

*Christina Haron, CPA Crook County Finance Director*      [christina.haron@crookcountyor.gov](mailto:christina.haron@crookcountyor.gov)

**Presenters:**

*Andy Pearson, Crook County Sheriff's Office  
Christina Haron, Crook County Finance Director*

**Legal review (only if requested):**

*NA*

**Elected official sponsor (if applicable):**

*NA*

## **Project Title: Crook County 2024 NHMP Update**

**Project Contact:** Shelby Knight, Resilience Planner, COIC

[sknight@coic.org](mailto:sknight@coic.org)

541-279-3898

### **Overview:**

This project involves the review and 5-year update of the Crook County Multi-Jurisdictional Natural Hazards Mitigation Plan which includes: Working with a contractor (COIC) to assemble a multi-jurisdictional and multi-discipline committee to review the current plan, update the risk/vulnerability analysis, update environmental factors (geographical, economic, social), draft new or revised mitigation strategies, plan adoption. This work will be provided through contract and supported by county, city, and other agency stakeholders.

### **Partners:**

- Crook County Planning
- Crook County Sheriff's Office/Emergency Management
- City of Prineville – Planning/Community Development, Facilities/Public Works, etc.
- Fire Districts within Crook County
- Crook County School District
- United States Forest Service
- Bureau of Land Management

### **Scope of Work:**

Central Oregon Intergovernmental Council (COIC), with support and guidance from the Crook County Emergency Manager, will deliver the following scope of work activities:

1. Finalize scope of work and process
  - a. COIC to meet with project partners as appropriate to discuss needs and schedule upcoming meetings
  - b. Identify and establish the initial NHMP Steering Committee members and City of Prineville Addendum Committee
  - c. Project kickoff meeting with the project managers to finalize Scope of Work
  - d. COIC to develop IGA with Crook County
2. Research and document prep
  - a. COIC to research and build process based on latest FEMA NHMP guidance and other examples of successful plans in the past 2-3 years
  - b. Create a review and update process timeline with meetings, public comment meeting, and final review and signature meeting.
  - c. Preliminary review of 2018 NHMP for broad scope understanding of necessary updates
  - d. Convert the 2018 NHMP into newest template/format
3. Project Management Team (PMT) meetings

- a. PMT will meet monthly to develop agendas, identify and problem solve barriers, review budget and progress, etc.
    - i. Up to 12 meetings
- 4. Convene Steering Committee to update each section of the document
  - a. This includes the risk/vulnerability analysis, hazard annexes, mitigation plan, and all appendices. *Note: a significant amount of time dedicated to follow up and research between meetings is required at this stage to ensure “homework” and action items are being moved forward.*
    - i. Up to 6 meetings, 1-2 sections per meeting
- 5. Prineville Addendum Steering Committee meeting
  - a. Convene one meeting of the City of Prineville Steering Committee to develop City specific addendum. *Note: this is required for the City to be eligible for FEMA hazard mitigation grants.*
- 6. Coordinate outreach/public input
  - a. FEMA requires at least 2 types of public input processes are carried out. Likely this will be a survey and a public meeting, but COIC will work with the PMT and the Steering Committee to understand and develop the best outreach strategies for accomplishing this task that are specific to the kinds of outreach that historically have gotten strong community response in Crook County.
- 7. Submit draft 1 to OEM/FEMA for review
  - a. Allow up to 90 days for OEM/FEMA review
- 8. Work with PMT and Steering Committee to incorporate OEM & FEMA feedback into the NHMP
  - a. Up to 2 meetings
- 9. Submit to OEM/FEMA for final review and approval
  - a. Allow up to 90 days for OEM/FEMA review
  - b. Incorporate any remaining comments/feedback
- 10. Support City and County in presenting the NHMP for formal adoption
  - a. Develop presentation
  - b. Attend meeting/present (if requested)
- 11. Submit remaining documentation to FEMA and finalize the Plan
  - a. Submit all final documentation to OEM/FEMA
  - b. Update final document with resolutions and approval dates
  - c. Print copies of the Plan
  - d. Post copies of the Plan to website
  - e. Press release/media interviews as requested

**Timeline:**

January 2024 – March 2025  
 ~12-18 Months (dependent upon OEM/FEMA review turnaround times)

**Budget:**

| <b>Contracting</b>            |                |                    |                     |
|-------------------------------|----------------|--------------------|---------------------|
| Description                   | hours          | Hourly rate        | Total               |
| Resilience Planner            | 120            | \$ 100.00          | \$ 12,000.00        |
| Project Manager               | 320            | \$ 80.00           | \$ 25,600.00        |
| Program Assistant             | 350            | \$ 70.00           | \$ 24,500.00        |
| <i>Subtotal</i>               |                |                    | \$ 62,100.00        |
| <b>Materials and Supplies</b> |                |                    |                     |
| Description                   | Cost per unit  | Units              | Total               |
| Printing final NHMP           | \$ 30.00       | 50                 | \$ 1,500.00         |
| Meeting materials/snacks      | \$ 20.00       | 8                  | \$ 160.00           |
| <i>Subtotal</i>               |                |                    | \$ 1,660.00         |
| <b>Travel</b>                 |                |                    |                     |
| Description                   | Cost per unit  | Unit (miles)       | Total               |
| Mileage reimbursement         | \$ 0.625       | 500                | \$ 312.50           |
| <i>Subtotal</i>               |                |                    | \$ 312.50           |
| <b>Admin</b>                  |                |                    |                     |
| Description                   | Fee Percentage | Total Project Cost | Total Fee           |
| Admin Costs                   | 0.1            | \$ 64,072.50       | \$ 6,407.25         |
| <b>PROJECT TOTAL</b>          |                |                    | <b>\$ 70,479.75</b> |



## Agenda Item Request

**Date:**

*December 21, 2023*

**Meeting date desired:**

*January 3, 2024 – Court Session Discussion*

**Subject:**

*Expend \$20,260 to replace the sponson (rubber bumper around boat) on one of the marine patrol boats which will be fully reimbursed by the Oregon Marine Board.*

**Background and policy implications:**

*The Oregon Marine Board helps pay for the Marine Deputy Program including most maintenance on our boats. The Marine Board has set up a replacement for the sponson on one of our boats using the attached vendor. This bill will be initially paid by the County and reimbursed in full by the Marine Board.*

**Budget/fiscal impacts:**

*The entire cost of the repair will be reimbursed by the Oregon Marine Board as part of the Marine Deputy Program.*

**Requested by:**

*Christina Haron, CPA, Crook County Finance Director*

[christina.haron@crookcountyor.gov](mailto:christina.haron@crookcountyor.gov)

**Presenters:**

*Christina Haron, CPA, Crook County Finance Director*

*Andy Pearson, Emergency Manager, Crook County Sheriff's Office*

**Legal review (only if requested):**

*NA*

White Water Manufacturing Inc. dba Sotar

724 Ort Lane  
Merlin, Oregon  
97532

541-476-1344

# Sales Estimate

|           |          |
|-----------|----------|
| Date      | Quote #  |
| 12/7/2023 | 20230715 |

|                                     |
|-------------------------------------|
| Name / Address                      |
| Crook County Sheriff<br>Randy Sigma |

|         |
|---------|
| Ship To |
|         |

503-871-4941

Randy.SIGMAN@boat.ore...

| Rep | Terms              | Warranty | Warranty Start Date | P.O. No. | Serial # |
|-----|--------------------|----------|---------------------|----------|----------|
| JL  | 50%Deposit/50%B... | 6 year   | 12/7/2023           |          |          |

| Item             | Description   | Qty | Cost      | Total     |
|------------------|---|-----|-----------|-----------|
| D-tube 23'       | Custom Black 23' D-tube for Rogue Jet Boats Aluminum Hull with 5 year warranty. Grey 3.5" rub strip and black lex paint on urethane in high wear areas. | 1   | 14,500.00 | 14,500.00 |
| Labor-Sotar Prod | Labor rate charges include labor hours worked + consumable materials used.  | 32  | 180.00    | 5,760.00  |
|                  | Installation of tubes on Hull. minimum of 2 days for 2 people. 32 hours total   |     |           |           |

|              |             |
|--------------|-------------|
| <b>Total</b> | \$20,260.00 |
|--------------|-------------|

Estimates are valid for 60 days.

**\*\*The Order in which the deposit is received determines your place in the queue & your ESTIMATED completion date - which is subject to change.**

**READ ME**



## Agenda Item Request

**Date:**

*December 20, 2023*

**Meeting date desired:**

*January 3, 2024 – Court Session Discussion*

**Subject:**

*Request to expend \$40,000 of Title III (Secure Rural Schools) Federal funds to purchase 2 thermal imaging drones and required accessories for Search and Rescue purposes*

**Background and policy implications:**

*This request includes the purchase of two DJI Matrice M30T Small Unmanned Aircraft Systems (Drones) with Thermal Imaging and required accessories including two Drone Command Box/Vaults containing radio head and speaker, mounted TV screen and power banks to charge drone batteries for installation in two of the current Sheriff's Office 2023 Ford Expeditions. The intention of said drones and the mobile command box, which are specifically designed for Search and Rescue operations, will significantly improve the ability to respond to emergency situations including locating missing persons, assessing disaster areas, and conducting efficient search operations, particularly in challenging terrains and remote areas around Crook County. Further discussion regarding the need for the drones and breakdown of anticipated spending including three quotes related to the purchase of the drones is attached.*

**Budget/fiscal impacts:**

*No budgetary impact as the purchase of the drones, accessories, command boxes and associated labor to install the command boxes in the existing Sheriff's Office vehicles qualifies to utilize Title III funding which has already been appropriated for spending this fiscal year. Title III funds are expended in accordance with Title III of P.L. 106-393, Secure Rural Schools and Self Determination Act, as required under Section 302 (5)(b) of the same reauthorized in 2014.*

**Requested by:**

*Christina Haron, CPA, Crook County Finance Director*

[christina.haron@crookcountyor.gov](mailto:christina.haron@crookcountyor.gov)

**Presenters:**

*Christina Haron, CPA, Crook County Finance Director*

*Mitch Madden, Lieutenant, Crook County Sheriff's Office*

**Legal review (only if requested):**

*NA*

***Breakdown of estimated spending for Title III Funds for  
Search and Rescue Drones:***  
*(rounded to the nearest thousand)*

|   |   |
|---|---|
| <ul style="list-style-type: none"> <li>- 2 - Drones and accessories purchased from General Pacific, Inc<br/>(\$12,000 each)               <ul style="list-style-type: none"> <li>o General Pacific, Inc is the lowest cost provider. See attached additional quotes from the following vendors:                   <ul style="list-style-type: none"> <li>▪ DJI</li> <li>▪ Advexure</li> </ul> </li> </ul> </li> <li>- 2 - TruckVault Drone Command Unit, Charging Station, and Drawers<br/>(\$6,500 each)               <ul style="list-style-type: none"> <li>o TruckVault is the sole provider – they are purpose-built units, see attached specification sheet.</li> <li>o 2 - 32" Screens</li> <li>o Estimated labor for installation of units by Performance and Repair Specialties in Prineville, OR</li> </ul> </li> </ul> | <p>\$24,000</p> <p>\$13,000</p> <p>\$ 1,000</p> <p>\$ 2,000</p><br><p>Estimated Project Total</p> |
|   | <p>\$40,000</p>   |

Jake Koski

Deputy

Jacob.koski@crookcountysheriff.org

12/06/2023

Subject: Proposal for the Purchase of Two DJI M30T sUAS for Search and Rescue Operations

I am writing to submit a proposal for the purchase of two DJI M30T Small Unmanned Aircraft Systems (sUAS) to enhance the search and rescue capabilities of the Crook County Sheriff's Office. The acquisition of these cutting-edge devices will significantly improve our ability to respond to emergency situations, particularly in challenging terrains and remote areas.

**\*\*1. Introduction: \*\***

The DJI M30T sUAS is a state-of-the-art unmanned aerial vehicle designed specifically for search and rescue operations. With its advanced features, including high-resolution cameras, thermal imaging capabilities, and long flight times, the M30T can provide real-time aerial intelligence to support our efforts in locating missing persons, assessing disaster areas, and conducting efficient search operations. The benefit of the M30T is they are rated to fly in rain, snow, and high wind, which our current fleet is not capable of.

**\*\*2. Rationale: \*\***

Search and rescue operations often require swift and accurate information, especially in situations where traditional methods may be impractical or time-consuming. The DJI M30T sUAS can be deployed rapidly to survey vast areas, identify potential hazards, and relay critical information to ground teams. Thermal imaging capabilities are particularly beneficial for locating individuals in low-light conditions or dense vegetation.

**\*\*3. Proposed Use: \*\***

The primary use of the DJI M30T sUAS will be in search and rescue missions within Crook County. Specific applications include:

- Locating missing persons in remote or inaccessible areas.
- Assessing disaster-stricken areas for potential hazards and planning rescue strategies.
- Providing real-time situational awareness to incident commanders during emergencies.

**\*\*4. Budget Overview: \*\***

The estimated cost for the purchase of two DJI M30T sUAS, including necessary accessories, training, and maintenance, is \$23,578. We propose allocating these funds from Title III money, as the acquisition aligns with the objectives of enhancing public safety and emergency response capabilities within Crook County.

**\*\*5. Training and Certification: \*\***

We recognize the importance of proper training for our personnel to operate the sUAS effectively and in compliance with regulations. We will allocate a portion of time for specialized training programs and certification for designated operators within the Sheriff's Office, as well as qualification using the NIST Standards Course.

**\*\*6. Benefits: \*\***

The acquisition of the DJI M30T sUAS will offer the following benefits:

- Improved response time and efficiency in search and rescue operations.
- Enhanced situational awareness for incident commanders.
- Increased safety for both search and rescue personnel and the individuals being assisted.

**\*\*7. Conclusion: \*\***

Investing in the DJI M30T sUAS for the Crook County Sheriff's Office is a strategic decision to modernize our search and rescue capabilities. The proposed purchase aligns with the mission of ensuring the safety and well-being of our community members.

We appreciate your consideration of this proposal and look forward to the opportunity to discuss its merits further. If approved, we will proceed with the procurement process promptly to ensure the timely integration of these valuable assets into our emergency response toolkit.

Thank you for your attention to this matter.

Sincerely,

Jacob Koski

Deputy

Jacob.koski@crookcountysheriff.org



**CROOK COUNTY SHERIFFS SEARCH AND RESCUE**  
 308 NE 2ND ST  
 Prineville, OR 97754  
 United States

**Jacob Koski**  
 jacob.koski@crookcountysheriff.org  
 541-447-6398

Reference: 20231024-135036945  
 Quote created: October 24, 2023  
 Quote expires: April 21, 2024  
 Quote created by: Connor Davis  
 Inside Sales  
 cdavis@generalpacific.com  
 +15039072842

Hello Jacob,  
 Thank you for choosing Gen Pac as your drone provider.

**Products & Services**

| Item & Description  | Part Number  | Quantity | Unit Price | Total       |
|---|--|----------|------------|-------------|
| DJI Matrice 30T (Basic) Combo<br>Includes: Aircraft, RC Plus Controller, Payload: Laser Range Finder, 12MP Wide and 48MP Zoom Camera, 640x512 Radiometric Thermal, 2 x TB30 Intelligent Flight Battery, BS30 Charging Station, USB Charger & Cable for Controller, Propellers, Carrying Case, 1 Year DJI Care Enterprise Basic Protection Plan, 1 Standard Maintenance Service. | DJI M30T<br>COMBO                                    | 2        | \$9,637.00 | \$19,274.00 |
| DJI TB30 Intelligent Flight Battery<br>FOR M30 SERIES   | DJI TB30   | 12       | \$329.00   | \$3,948.00  |
| DJI WB37<br>DJI RC Plus, DJI RC and Crystal Sky additional battery  | DJI WB37<br>INTELLIGENT<br>BATTERY –<br>CP.BX.000229 | 2        | \$59.00    | \$118.00    |

| Item & Description   | Part Number                          | Quantity | Unit Price   | Total              |
|--|--------------------------------------|----------|--------------|--------------------|
| Hoodman Landing Pad 5ft<br>Foldable pad for safe landing and take off. | GEN<br>HOODMAN<br>LANDING PAD<br>5FT | 2        | \$119.00     | \$238.00           |
| One-time subtotal  |                                      |          |              | \$23,578.00        |
|  |                                      |          | <b>Total</b> | <b>\$23,578.00</b> |

**Questions? Contact me**

  
 Connor Davis  
 Inside Sales  
 cdavis@generalpacific.com  
 +15039072842

General Pacific  
 22414 NE Townsend Way  
 Fairview, OR 97024  
 United States



Due to safe transport and handling procedures, orders containing batteries cannot be shipped to Guam addresses. Thank you for you

# My Shopping Cart

Log in to synchronize the items in your shopping cart. [Log In Now >](#)

Sign in to DJI with Google

Jake Koski  
deputy.koski@gmail.com

Jake Koski  
jacobwkoski@gmail.com

| Item  | Item Price   | Quantity  | Price        |
|---|--------------|---|--------------|
| <input type="checkbox"/>  <b>WB37 Battery</b>                                      | USD \$59     | <input type="button" value="-"/> <input type="text" value="2"/> <input type="button" value="+"/>  | USD \$118    |
| <input type="checkbox"/>  <b>Matrice 30 Series TB30 Intelligent Flight Battery</b> | USD \$329    | <input type="button" value="-"/> <input type="text" value="12"/> <input type="button" value="+"/> | USD \$3,948  |
| <input type="checkbox"/>  <b>Matrice 30T Worry-Free Plus Combo</b>                 | USD \$10,587 | <input type="button" value="-"/> <input type="text" value="2"/> <input type="button" value="+"/>  | USD \$21,174 |

Enjoy a 1% rebate on every purchase in the form of DJI Credit - the more you buy, the more you earn.

[Learn more about DJI Credit >](#)

Have a Coupon Code?

Proceed to checkout to use Coupons and DJI Credits.

**CART SUBTOTAL: USD \$25,240**

Tax: Calculated at checkout ⓘ

Shipping: Free

[Continue Shopping](#)



[Check Out](#)



Free Shipping over USD \$149  
Fast-Delivery Guarantee



We accept credit cards, PayPal, and bank wires



Order Service: [Live Chat](#)

### Product Categories

- Camera Drones
- Handheld
- Education & Industry
- Service

### Help & Support

- Payment Methods
- Order Information
- Shipping & Delivery
- Return Policy
- Technical Support

### Programs

- DJI Credit
- Official Refurbished
- DJI Store App

### Explore

- SkyPixel
- DJI Forum
- Buying Guides
- Fly Safe
- DJI Flying Tips

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Be the first to find out about newest offerings and hottest deals, and what's new.



Your Email Address

Need help finding the right UAS solution? Speak with our team of SMEs. 



Search our latest products and solutions... Close

[Login / New Customer](#)

18

[My Advexure Account](#)

[Cart](#)

## Shopping Cart

Your order is eligible for FREE SHIPPING within the US (AK & HI excluded). Most in stock orders placed M-F before 4PM pacific time ship the same day.

[Checkout](#)

| Product  | Quantity             | Total              |
|--|----------------------|--------------------|
|  <p>HOODMAN<br/>Hoodman Drone Launch/Landing Pad (5 Ft)<br/>\$119.00</p> <p>- 2 + Remove</p>                  | <p>- 2 + Remove</p>  | \$238.00           |
|  <p>DJI<br/>DJI WB37 Intelligent Battery<br/>\$59.00</p> <p>- 2 + Remove</p>                                | <p>- 2 + Remove</p>  | \$118.00           |
|  <p>DJI<br/>DJI Matrice 30 TB30 Intelligent Flight Battery<br/>\$329.00</p> <p>- 12 + Remove</p>            | <p>- 12 + Remove</p> | \$3,948.00         |
|  <p>DJI<br/>DJI Matrice 30T Thermal Combo w/ Care Enterprise - Plus<br/>\$10,114.00</p> <p>- 2 + Remove</p> | <p>- 2 + Remove</p>  | \$20,228.00        |
| <p> Calculate Shipping Options</p>  |                      |                    |
| <b>Total</b>   |                      | <b>\$24,532.00</b> |

|   |                       |
|---|-----------------------|
| Hoodman Drone Launch/Landing Pad (5 Ft) | DJI                   |
| \$119                                   | DJI Matrice 30 TB30 I |
|   | \$329                 |
|   | 4                     |

**ABOUT ADVEXURE**

Advexure is one of North America's largest dealers, distributors and systems integrators for unmanned drone systems and technology solutions. We offer drone equipment, unmatched technical service & enterprise support resources, all backed by a team of unmanned system experts and specialists.

**USEFUL LINKS**

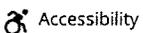
- 
- Why Advexure?
- 
- Read our Reviews
- 
- Insider's Blog

**CUSTOMER CARE**

- 
- Request a Quote
- 
- Frequently Asked Questions
- 
- Support Knowledge Base
- 
- DJI Care Refresh
- 
- DJI Enterprise Shield

**INFORMATION**

- 
- About Us
- 
- Contact Us
- 
- Our Team
- 
- Government Contracts
- 
- Shipping Policy
- 
- Return Policy
- 
- Privacy Policy



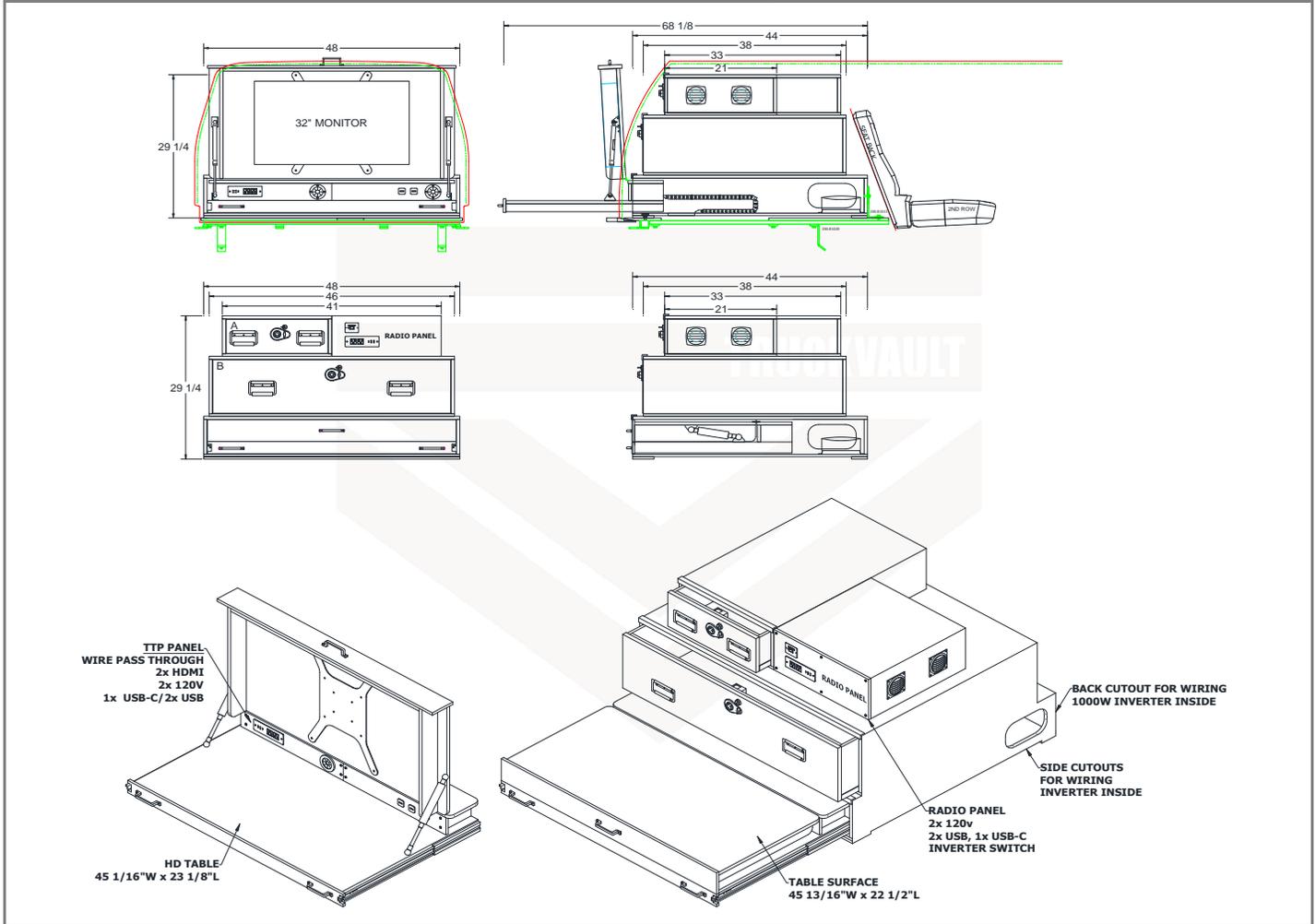
Privacy Policy | Terms & Conditions

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Partners & Associations

|                      |         |                           |            |               |        |
|----------------------|---------|---------------------------|------------|---------------|--------|
| <b>MAKE:</b>         | Ford    | <b>MODEL:</b>             | Expedition | <b>YEARS:</b> | 2018 - |
| <b>3RD ROW SEAT:</b> | Removed | <b>SPARE TIRE ACCESS:</b> | Yes        | <b>STYLE:</b> |        |

**STOCK CODE: C14784**



|                      |        |                                |             |             |
|----------------------|--------|--------------------------------|-------------|-------------|
| <b>VAULT WIDTH:</b>  | 48     | <b>INSIDE DRAWER HEIGHT:</b>   | A: 6 1/8    | B: 10 1/8   |
| <b>VAULT LENGTH:</b> | 44     | <b>INSIDE DRAWER LENGTH:</b>   | A: 30 5/8   | B: 35 5/8   |
| <b>VAULT HEIGHT:</b> | 28 3/4 | <b>INSIDE DRAWER WIDTH:</b>    | A: 17 15/16 | B: 43 7/16  |
|                      |        | <b>INSIDE DRAWER DIAGONAL:</b> | A: 35 1/8   | B: 55 13/16 |

**OVERALL HEIGHT:** 29 1/4

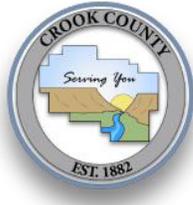
ADDITIONAL INFORMATION:

**NOTE:** Overall Vault height may increase by 1/2" with protective front iron & carpet or 3/4" with all weather coating  
**NOTE:** Depending on the style, some locks will increase the Overall Vault length an additional 1 5/8"

Customer Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Page 140

## 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):**

## AGENDA ITEM REQUEST



**Date:**

*December 14, 2023*

**Meeting date desired:**

*January 3, 2024*

**Subject:**

*Order 2024-01, Designation of Newspaper of Record.*

**Background and policy implications:**

*Certain Oregon state statutes and other laws may require the County to publish public notices in either a “newspaper of record” or a “newspaper of general circulation” in the community. Each year the County adopts a formal order memorializing which newspapers serve that function. For the last many years the County has designated both the Central Oregonian and the Bend Bulletin as newspapers of record, and are both legally sufficient for the publication of any legal notice, either separately or together.*

**Budget/fiscal impacts:**

*The approval of the Order itself will not incur any expenses.*

**Requested by:**

*Eric Blaine, County Counsel*

*541-416-3919*

*Eric.Blaine@crookcountyor.gov*

**Presenters:**

*Eric Blaine*

**Legal review (only if requested):**

*Legal drafted the order.*

**Elected official sponsor (if applicable):**

*N/A*

**IN THE COUNTY COURT OF THE STATE OF OREGON**

**FOR THE COUNTY OF CROOK**

**IN THE MATTER OF DESIGNATION )  
OF NEWSPAPERS OF RECORD )**

**ORDER 2024-01**

**WHEREAS**, the Central Oregonian is published in Crook County, Oregon, and is a newspaper of general circulation in Crook County, Oregon; and

**WHEREAS**, the Bulletin is also a newspaper of general circulation in Crook County, Oregon; and

**NOW, THEREFORE**, the Crook County Court hereby **ORDERS** that the **Central Oregonian** and **The Bulletin** are both separately and individually designated as newspapers of record for publication of all legal notices required by applicable law. Publication in either or both newspapers shall be legally sufficient. This Order is effective January 1, 2024, and continues in effect until superseded.

DATED this 3<sup>rd</sup> day of January, 2024.

CROOK COUNTY COURT

---

SETH CRAWFORD, County Judge

---

SUSAN HERMRECK, County Commissioner

---

BRIAN BARNEY, County Commissioner

## AGENDA ITEM REQUEST



**Date:**

*December 26, 2023*

**Meeting date desired:**

*January 3, 2024*

**Subject:**

*Engagement letter with Harrang Long, for development, issuance, and execution of an agreement for non-preference towing rotation services.*

**Background and policy implications:**

*Like many public agencies, the County maintains a contract for a rotation system for tow truck companies. Under this system, qualified towers are entered into a rotating system, so that when the County needs to have a vehicle towed, no qualified firm would receive a second call before each firm in the rotation has had its first. The system is meant to avoid favoritism in hiring tow trucks, while also reserving flexibility for the County to select a specific firm, regardless of the rotation order, if there is an emergency or good faith belief that only one firm may have the equipment necessary for the particular job.*

*Crook County's contract was originally executed many years ago, and has been amended six times. When the contract was originally signed, there were five firms which participated. This has dwindled to only one firm at present.*

*The attached engagement letter would hire the law firm of Harrang Long to develop a new Request For Proposals for a towing rotation system, and oversee its issuance and the review of any proposals received. A proposed schedule for this project is:*

- *Research regarding pertinent changes in contracting laws/OARs: Late 2023*
- *Discussions w/County Sheriff and other county staff regarding changes to county's needs/scope : January 2024*
- *Drafts RFP: February 2024*
- *Circulates draft RFP to Crook County Counsel for Review: Early March, 2024, followed by revisions as necessary*
- *RFP to Issue: Early April 2024*
- *Proposals due: Early May 2024*
- *Review and Evaluation, with Crook County Counsel as appropriate : May 2024*
- *Contract to begin: July 1, 2024*

*If this engagement letter is approved, our office will provide the appropriate introductions for Harrang Long's attorneys with the County Sheriff's Office.*

**Budget/fiscal impacts:**

*The engagement letter proposes a rate of \$280.00 per hour for these services.*

**Requested by:**

*Eric Blaine, County Counsel*

*Eric.Blaine@crookcountyor.gov*

*541-416-3919*

**Presenters:**

*Eric Blaine*

**Legal review (only if requested):**

*Legal has reviewed the attached engagement letter.*

**Elected official sponsor (if applicable):**

*N/A*



**JULIAN MARRS**

*Admitted in Oregon and California*  
497 Oakway Rd., Suite 380  
Eugene, OR 97401  
julian.marrs@harrang.com  
(541) 485-0220  
(541) 686-6564 (FAX)

December 12, 2023

**VIA EMAIL TO ERIC.BLAINE@CROOKCOUNTYOR.GOV**

Eric Blaine  
Crook County Counsel  
300 NE 3rd St.  
Prineville, OR 97754

Re: Engagement Letter

Dear Eric:

You have asked us to represent Crook County (the "Organization") in the matter described below. This engagement letter sets forth the terms and conditions of our representation. If the scope of our engagement changes, this agreement will continue to govern the relationship between the Organization and our firm.

### **Scope of Representation**

You have asked us to provide legal assistance to the Organization in issuing a non-preference towing RFP project.

### **Fees**

Our fees are based on hourly rates. My rate in this matter will be \$280 per hour. Where appropriate, other attorneys and paralegals, some of whose rates might be higher or lower than mine, also may work on the Organization's legal matters. If our rates change, we will provide you with written notice before charging the new rates.

### **Expenses; Travel**

The Organization is responsible for costs and expenses we incur as part of our representation. When it is necessary to incur significant expenses, the Organization may be asked to pay those expenses directly to the provider at the time the service is provided. When the firm pays for any costs or expenses, they will be considered an advance on the Organization's behalf which it agrees to repay to the firm upon being invoiced.

The Organization is also responsible for reasonable travel time and reasonable travel expenses. All travel time by attorneys and staff will be billed at our hourly rates, unless we agree to a different basis. "Reasonable travel expenses" mean: (1) expenses for a reasonably cost-effective means of travel, and (2) travel related expenses (such as lodging and meals) incurred in the normal course of travel. If travel is by personal automobile, travel expense includes mileage reimbursement at the IRS rate then in effect.

### **Lawyers' Trust Account**

Although we typically require an advance deposit from new clients, we are not requesting one at this time, with the understanding that the Organization will pay our statements monthly, as set forth in the next paragraph. In the event it fails to timely pay any of our monthly bills, we may condition our continuing to provide services for this matter on the Organization bringing its account current and providing an advance deposit against future bills. The advance deposit will be placed in the firm's lawyers' IOLTA trust account. Any interest earned on these sums will be transferred to the Oregon Law Foundation, as required by the Oregon State Bar.

### **Regular Payment**

Our fees are earned upon our completion of tasks, not on the date any statement is sent to you. We will send an itemized statement each month for fees and expenses, and payment is due on receipt. We accept payment by check, American Express, MasterCard, or Visa. If, at any time, there are questions or concerns about your account, please contact me immediately. There is no charge for these discussions.

### **No Assurance of Outcome; Estimates of Fees and Expenses**

We cannot guarantee the outcome of any legal matter, and nothing in this letter or in any conversations with me or any other of the firm's lawyers is intended, or should be understood, to assure the Organization of a particular outcome.

If we provide an estimate of the fees and expenses likely to be incurred in a matter, it is only an estimate and not a promise or a "not-to-exceed" cap. Although we do our best to help our clients understand the possible cost of a matter, estimates are by their nature uncertain.

### **Delinquent Account Procedures**

If payment has not been received within 45 days of the statement date, a late payment charge of 1.0% per month will be added to the balance past due on that statement and on each subsequent monthly statement on which a past due balance appears.

Collection procedures may be instituted on accounts that are still delinquent when the third succeeding month's statement is issued, and all legal work may cease. If we are involved in litigation on the Organization's behalf, we may seek leave of court to withdraw from the litigation. If we must institute collection procedures, you agree by entering into this engagement that the Organization will reimburse the firm for all expenses incurred in collecting its delinquent account, including collection agency fees and costs and any attorney fees, whether or not litigation is actually filed as part of that collection procedure.

### **Communication**

We will consult with the Organization on all significant matters of policy regarding this engagement. The Organization is responsible for fully and accurately providing the firm and its attorneys with all of the facts and information necessary or helpful to the handling and resolution of this matter. The Organization also agrees to cooperate with firm attorneys so that our representation may proceed in a timely and cost-effective manner. Unless otherwise agreed or instructed by the Organization, we routinely communicate with, and sometimes transmit documents by, unencrypted email. You agree that the firm retains control over decisions that affect our ability to deal professionally with opposing counsel and other parties, such as deadline extensions, cooperation in scheduling, and the tone of correspondence and pleadings.

### **File Closing and Destruction**

When we complete our work on a matter, we will return any original documents you have provided and inform you that we have closed our file. You will need to let us know promptly if you want copies of any other documents from the file. Once we have notified you that our file has been closed, the documents in that file may be destroyed at any time.

### **Disengagement**

The Organization may discharge us as its attorneys at any time. If it does so, it agrees to immediately reimburse us for all costs advanced and fees incurred as of the date of discharge. In addition, the Organization agrees that it will compensate us for any time and expenses incurred after discharge for responding to requests for information and providing copies of any records or materials. We may also choose to withdraw as the Organization's attorney at any time, as long as we comply with applicable Rules of Professional Conduct.

**Engagement**

If the Organization wishes to retain us as counsel in this matter, please sign a copy of this letter and return it to us.

Best regards,



Julian Marris

JWM:gf

Crook County wishes to retain Harrang Long P.C. as legal counsel in the above-referenced matter and agrees to the terms and conditions set forth in this engagement letter.

Crook County

\_\_\_\_\_

Date

By: \_\_\_\_\_

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

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