



CROOK COUNTY WORK SESSION AGENDA

Wednesday, January 31, 2024 at 9:00 am

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

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

PUBLIC COMMENT

DISCUSSION

1. Extend Builders Risk Policy at Justice Center project to completion date, late June 2024

Requester: Andy Parks

2. Draft letter for Commissioners - Measure 110

Requester: Kari Hathorn

District Attorney

3. EMPG Grant Acceptance

Requester: Andy Pearson

Emergency Manager

4. Nutanix DR Renewal

Requester: Stephen Chellis

5. Community Development Monthly Update

Requester: Will VanVactor

Community Development Director

6. Discuss intergovernmental agreement with Central Oregon Ready, Responsive, Resilient ("CORE3") Project

Requester: Brian Barney

County Commissioner

7. Discuss wildlife damage management services

Requester: Susan Hermreck

County Commissioner

8. Public comment opportunities and options at County Court meetings

Requester: Susan Hermreck

County Commissioner

9. Holiday Schedule 2024

10. Discuss roles and responsibilities of Court members and County Administrator

Requester: Andy Parks

ADMINISTRATOR REPORT

COURT MEMBER UPDATES

EXECUTIVE SESSION

- 11. ORS 192.660(2)(h) Consulting with Counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.**

NOTICE AND DISCLAIMER

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

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

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

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

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

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

AGENDA ITEM REQUEST



Date:

January 17th, 2024

Meeting date desired:

Wednesday, January 24th Work Session and January 31st County Court Consent Agenda

Subject:

Extend Builders Risk Policy at Justice Center project to completion date, late June 2024

Background and policy implications:

This is a mandatory builders risk policy to protect the asset that is currently under construction through the contractors final completion date of June 19th. Current policy is set to expire on February 9th. The attached policy extension is dated to be valid through July 9th, 2024. A credit will be issued back to the County for the prorated value of any remaining coverage not utilized at the completion of construction.

Budget/fiscal impacts:

The Capital Projects 392.000 budget will be utilized for this expense. Upfront cost is \$26,264.00 with a minimum commitment of \$22,775.00

Requested by:

Nick Lilly, Capital Projects and Facilities Manager

nick.lilly@crookcountyor.gov

541-416-3811

Presenters:

Andy Parks, Crook County Administrator

Legal review (only if requested):

1/17/2024

Elected official sponsor (if applicable):

Brian Barney, Crook County Commissioner



INVOICE

00046449

January 12, 2024

FROM:

Graybeal Group, Inc
100 E Gladys Ave, Ste A
Hermiston, OR 97838

TO:

Crook County
300 Northwest 3rd Street
Prineville, OR 97754

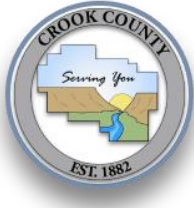
Policy Type:	Installation / Builders Risk
Policy Number:	EC78620387
Issuing Carrier:	American Zurich Insurance Company
Effective Date:	February 9, 2024
Expiration Date:	July 9, 2024

Line Item	Description	Amount
BL-45778	Justice Center Bld Risk Renewal	\$26,264.00

TOTAL DUE: \$26,264.00
Please pay by February 9, 2024

*****Subject to minimum earned premium of \$22,775*****

AGENDA ITEM REQUEST



Date:

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Subject:

Background and policy implications:

Budget/fiscal impacts:

Requested by:

Presenters:

Legal review (only if requested):

Elected official sponsor (if applicable):

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Crook County

Mailing: 300 NE 3rd Street • Prineville, Oregon 97754
Physical: 203 NE Court Street • Prineville, Oregon 97754
Phone (541) 447-6555

January 31, 2024

Joint Interim Committee on
Addiction and Community Safety Response
900 Court Street NE, Room 453
Salem, OR 97301

Judge Seth Crawford, Commissioner Brian Barney, and Commissioner Susan Hermreck, the Crook County Court, support the efforts to reform Oregon's drug laws being led by the Oregon Association of Chiefs of Police, the Oregon State Sheriff's Association, the Oregon District Attorney's Association, and the League of Oregon Cities.

The Crook County Court recognizes that Ballot Measure 110 failed to recognize that drug addiction is both a public health and a public safety crisis. As you continue to work toward solutions to the negative impact of certain provisions of Ballot Measure 110, we ask that you consider the impact the proposed legislation will have on rural communities.

As discussion moves forward the Crook County Court offers the following comments and input:

- We support reclassifying Possession of Controlled Substance (PCS) from an E-Violation to an A-misdemeanor. The current E-violation for PCS is ineffective and fails to require persons who are addicted to controlled substances to engage in treatment services. An A-misdemeanor will compel those struggling with addiction to enter and remain engaged in treatment services. We strongly oppose classifying PCS as a C-misdemeanor or conditioning prosecution of Possession of Controlled Substance upon a deflection program. The deflection program fails to account for the limitations upon resources in rural communities and relies upon the same failed policies as Ballot Measure 110. Our state needs real change to the current drug policies and laws, and the deflection program fails to meet Oregon's needs.
- We support the Boyd/Hubbel Fix to modify the statutory definition of controlled substance "delivery" to include the "transfer" of drugs and the "possession with intent to transfer" drugs. We oppose proposals to reduce the presumptive sentence guidelines, imposition of drug quantity thresholds, or other loopholes which would effectively invalidate the efficacy of the statutory fix.
- We support modifying the statutory pretrial hold language from SB48 to ensure jails and judges have the ability to hold drug dealers charged with Distributing a Controlled Substance and repeat offenders.

- We support funding county probation departments to supervise misdemeanor theft, property crimes, and drug offenses where the defendant has an addiction and substance abuse disorder. To ensure defendants are engaging in treatment and abstaining from substance use, community corrections and treatment courts must be adequately funded. Further, prohibition of possession and use of controlled substances should be reinstated as a general condition of probation. The elimination of this standard general condition of probation removed the ability of community corrections to hold offenders accountable.

Ballot Measure 110 has led to Oregon’s severe addiction crisis, an alarming rise in overdose deaths, increased use of controlled substances and addiction in our youth, the significant rise in drug related mental health crisis, and the detrimental effects the crisis is having on our community safety and quality of life across the state.

Thank you,

X

Seth Crawford
County Judge

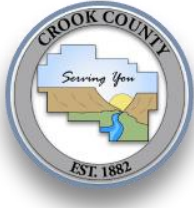
X

Brian Barney
County Commissioner

X

Susan Hermreck
County Commissioner

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):

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**OREGON DEPARTMENT
OF EMERGENCY MANAGEMENT
EMERGENCY MANAGEMENT PERFORMANCE GRANT
CFDA # 97.042
Crook County
\$66,296.00
Grant No: 23-506**

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through the Oregon Department of Emergency Management, hereinafter referred to as “ODEM,” 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 **July 1, 2023** and ending, unless otherwise terminated or extended, on **June 30, 2024** (the “Grant Award Period”). No Grant Funds are available for expenditures after the Grant Award Period. ODEM’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: **Subcontractor Insurance**
- 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; Exhibit D.

- 3. Grant Funds; Matching Funds.** In accordance with the terms and conditions of this Agreement, ODEM shall provide Subrecipient an amount not to exceed \$66,296.00 in Grant Funds for eligible costs described in Section 6 hereof. Grant Funds for this Program will be from the Fiscal Year 2023 Emergency Management Performance Grant (EMPG) Program. Subrecipient shall provide matching funds for all Project Costs as described in Exhibit A.
- 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 ODEM by amendment pursuant to Section 11.d hereof.
- 5. Reports.** 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.

a. Performance Reports.

- i. Subrecipient agrees to submit performance reports, using a form provided by ODEM, on its progress in meeting each of its agreed upon goals and objectives. The reports will address specific information regarding the activities carried out under the FY 2023 Emergency Management Performance Grant Program and how they address identified work plan elements.
- ii. Reports are due to ODEM 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).
- iii. Subrecipient may request from ODEM prior written approval to extend a performance report requirement past its due date. ODEM, in its sole discretion, may approve or reject the request.

b. Financial Reimbursement Reports.

- i. To receive reimbursement, Subrecipient must submit a signed Request for Reimbursement (RFR), using a form provided by ODEM that includes supporting documentation for all grant expenditures. RFRs may be submitted monthly but no less frequently than quarterly during the term of this Agreement. At a minimum, RFRs must be submitted on or before 30 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”). ODEM 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. Subrecipient agrees that no grant or, if applicable, match funds may be used for expenses incurred before or after the Grant Award Period.

6. Disbursement and Recovery of Grant Funds.

a. Disbursement Generally. ODEM 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 ODEM upon approval by ODEM of an RFR. Eligible costs are the reasonable and necessary costs incurred by Subrecipient for the Project, in accordance with the Emergency Management Performance Grants guidance and application materials, including without limitation the United States Department of Homeland Security Notice of Funding Opportunity Announcement (NOFO), that are not excluded from reimbursement by ODEM, 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/EMPG.aspx>

b. Conditions Precedent to Disbursement. ODEM’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. ODEM has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow ODEM, 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 ODEM a RFR in accordance with Section 5.b of this Agreement.

c. 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 ODEM. Subrecipient shall return all Misexpended Funds to ODEM promptly after ODEM's written demand and no later than 15 days after ODEM's written demand. Subrecipient shall return all Unexpended Funds to ODEM within 14 days after the earlier of expiration or termination of this Agreement.

7. Representations and Warranties of Subrecipient. Subrecipient represents and warrants to ODEM 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 or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

d. NIMS Compliance. By accepting FY 2022 funds, Subrecipient certifies that it has met National Incident Management System (NIMS) compliance activities outlined in the Oregon NIMS Requirements located through the ODEM at http://www.oregon.gov/OEM/emresources/Plans_Assessments/Pages/NIMS.aspx

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

8. Records Maintenance and Access; Audit.

- a. Records, Access to Records and Facilities.** Subrecipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Subrecipient acknowledges and agrees, and Subrecipient will require its contractors, subcontractors, sub-recipients (collectively hereafter “contractors”), successors, transferees, and assignees to acknowledge and agree, to provide ODEM, 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 200.334. 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 ODEM 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 ODEM 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 contracts (hereafter “subagreements”) for performance of the Project. Subrecipient must have and use its own documented procurement procedures that conform with applicable State and Federal law, including, without limitation, 2

CFR 200.318 through 200.327. For each subagreement over \$150,000, the subagreement shall address administrative, contractual or legal remedies for violation or breach of subagreement terms and provide for sanctions and penalties as appropriate. Additionally, for each subagreement over \$10,000, the subagreement shall address termination for cause or for convenience including the manner in which termination will be affected and the basis for settlement.

- i. Subrecipient shall provide to ODEM copies of all Requests for Proposals or other solicitations for procurements anticipated to be for \$100,000 or more and to provide to ODEM, upon request by ODEM, 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 ODEM 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 ODEM.
 - 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 all procedures for managing and maintaining records of all purchases of property and equipment including, without limitation, 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 under State and Federal law, including without limitation, 2 CFR 200.318 through 200.327, and all purchases shall be recorded and maintained in Subrecipient's property or equipment inventory system.
 - ii. Subrecipient's property and equipment records shall include the following information at the minimum: 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 ODEM 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 ODEM. Title to all property and equipment purchased with Grant Funds shall vest in Subrecipient if Subrecipient provides written certification to ODEM that it will use the property and equipment for purposes consistent with the Emergency Management Performance Grant 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 ODEM 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 ODEM shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of ODEM, 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 ODEM 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 ODEM.** ODEM may terminate this Agreement effective upon delivery of written notice of termination to Subrecipient, or at such later date as may be established by ODEM 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. ODEM fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODEM, 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 ODEM and which under the provisions of this Agreement would have required the approval of ODEM.
 - vi. ODEM 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 ODEM, 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 period provided in the notice, 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 ODEM, and Subrecipient shall return to ODEM Grant Funds previously disbursed to Subrecipient by ODEM in accordance with Section 6.c and the terminating party may pursue additional remedies in law or equity. Upon termination pursuant to any other provision in this Section 10, no further Grant Funds shall be disbursed by ODEM and Subrecipient shall return funds to ODEM in accordance with Section 6.c, except that Subrecipient may pay, and ODEM shall disburse, funds for obligations incurred and approved by ODEM up to the day that the non-terminating party receives the notice of termination. 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.

- i. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third-Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third-Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third-Party Claim. Either party is entitled to participate in the defense of a Third-Party Claim, and to defend a Third-Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third-Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third-Party Claim.
- ii. With respect to a Third-Party Claim for which ODEM is jointly liable with Subrecipient (or would be if joined in the Third-Party Claim), ODEM 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 Subrecipient in such proportion as is appropriate to reflect the relative fault of ODEM on the one hand and of Subrecipient 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 ODEM on the one hand and of Subrecipient 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. ODEM's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if ODEM had sole liability in the proceeding.
- iii. With respect to a Third-Party Claim for which Subrecipient is jointly liable with ODEM (or would be if joined in the Third-Party Claim), Subrecipient 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 ODEM in such proportion as is appropriate to reflect the relative fault of Subrecipient on the one hand and of ODEM 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 Subrecipient on the one hand and of ODEM 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. Subrecipient'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 it had sole liability in the proceeding.

- 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.** Any recipient of Grant Funds, pursuant to this Agreement with ODEM, shall assume sole liability for that recipient's breach of the conditions of this Agreement, and shall, upon such recipient's breach of conditions that requires ODEM to return funds to the FEMA, hold harmless and indemnify ODEM for an amount equal to the funds received under this Agreement; or if legal limitations apply to the recipient's indemnification ability, the indemnification amount shall be the maximum amount of funds available 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.** ODEM 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 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 ODEM 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 ODEM (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. Without limiting the generality of the foregoing, Subrecipient expressly agrees 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 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.
- 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 ODEM. Subrecipient has no right or authority to incur or create any obligation for or legally bind ODEM in any way. ODEM cannot and will not control the means or manner by which Subrecipient performs the Project, except as specifically set forth in this Agreement. Subrecipient is responsible for determining the appropriate means and manner of performing the Project. Subrecipient acknowledges and agrees that Subrecipient is not an "officer", "employee", or "agent" of ODEM, 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
308 NE 2nd St.
Prineville, OR 97754
541-416-3969
Andy.pearson@crookcountysherriff.org

Subrecipient Fiscal Contact:

Christina Haron
Finance Director
Crook County
308 NE 2nd St.
Prineville, OR 97754
541-447-6554
Christina.haron@ crookcountyor.gov

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

By _____

Alaina Mayfield
Preparedness Section Manager, ODEM

Date _____

APPROVAL FOR LEGAL SUFFICIENCY

By Samuel B. Zeigler via email
Senior Assistant Attorney General

Date 10/12/2023

ODEM Program Contact:

Carole Sebens, Grants Coordinator
Oregon Department of Emergency Management
PO Box 14370
Salem, OR 97309-5062
503-798-1938
Carole.l.sebens@oem.oregon.gov
Oem.empg@OEM.oregon.gov

ODEM Fiscal Contact:

Rick Bruno, Controller
Oregon Department of Emergency Management
PO Box 14370
Salem, OR 97309-5062
503-983-4413
Rick.bruno@oem.oregon.gov
Oem.empg@OEM.oregon.gov

EXHIBIT A

Project Description and Budget

I. Project Description

The FY2023 EMPG Program focuses on the development and sustainment of core capabilities as outlined in the National Preparedness Strategy. Particular emphasis is placed on building and sustaining capabilities that address high consequence events that pose the greatest risk to the security and resilience of the United States. Capabilities are the means to accomplish a mission, function, or objective based on the performance of related tasks, under specified conditions, to target levels of performance. The FY2023 EMPG Work Plan identifies the specific tasks to be performed towards the development and sustainment of core capabilities in Subrecipient's jurisdiction. The funds from this agreement are meant to supplement a portion of Subrecipient's day-to-day operational costs for Emergency Management, as outlined in Subrecipient's approved Work Plan. The Work Plan may be updated upon approval by ODEM.

II. Budget

There is a 50% cash match requirement on this grant.

Grant Funds:	\$66,296.00
Match Funds:	\$66,296.00
Total Budget:	\$132,592.00

Personnel Services	\$132,590.00
General Office Supplies	\$
Other Supplies	\$
Contractual/Professional Services	\$
Travel/Vehicle Expenses/Mileage	\$
Training/Workshops/Conferences	\$
Cost Allocations/De Minimis	\$
Other	\$
Equipment	\$
Total (Grant plus Match)	\$132,592.00

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) regulations.

II. Specific Requirements and Certifications

- A. Debarment, Suspension, Ineligibility and Voluntary Exclusion.** Subrecipient certifies by accepting funds under this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from participation in this transaction by any Federal department or agency (2 CFR 200.214).
- B. Standard Assurances and Certifications Regarding Lobbying.** Subrecipient is required to comply with 2 CFR 200.450 and the authorities cited therein, including 31 USC § 1352 and *New Restrictions on Lobbying* published at 55 Federal Register 6736 (February 26, 1990.)
- C. Compliance with Applicable Law.** Subrecipient agrees to comply with all applicable laws, regulations, program guidance, and guidelines of the State of Oregon, the Federal Government and ODEM in the performance of this Agreement, including but not limited to:
1. Administrative Requirements set forth in 2 CFR Part 200, including without limitation:
 - a. Using Grant Funds only in accordance with applicable cost principles described in 2 CFR Subpart E, including that costs allocable to this Grant may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations or the terms of federal awards or other reasons;
 - b. Subrecipient must establish a Conflict of Interest policy applicable to any procurement contract or subawards made under this Agreement in accordance with 2 CFR 200.112. Conflicts of Interest must be disclosed in writing to the ODEM within 5 calendar days of discovery including any information regarding measures to eliminate, neutralize, mitigate or otherwise resolve the conflict of interest.
 2. USA Patriot Act of 2001, which amends 18 USC §§ 175-175c.
 3. Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 USC 2225(a).
 4. 31 USC 3729, prohibiting recipients of federal payments from submitting a false claim for payment. *See* 38 USC 3801-3812 detailing administrative remedies for false claims and statements made.
 5. 10 USC §§ 2409 and 2324 and 41 USC §§ 4712, 4304 and 4310 requiring compliance with whistleblower protections, as applicable.
 6. No supplanting. Grant Funds under this Agreement shall not replace funds that have been budgeted for the same purposes through non-Federal sources. Subrecipient may be required to

demonstrate and document that a reduction in non-Federal resources occurred for reasons other than receipt or expected receipt of Federal funds.

D. Non-discrimination and Civil Rights Compliance, Equal Employment Opportunity Program, and Services to Limited English Proficient (LEP) Persons.

- 1. Non-discrimination and Civil Rights Compliance.** Subrecipient, and all its contractors and subcontractors, assures compliance with all applicable nondiscrimination laws, including but not limited to:
 - a. Title VI of the Civil Rights Act of 1964, 42 USC § 2000d et seq., as amended, and related nondiscrimination regulations in 6 CFR Part 21 and 44 CFR Part 7.
 - b. Title VIII of the Civil Rights Act of 1968, 42 USC § 3601, as amended, and implementing regulations at 6 CFR Part 21 and 44 CFR Part 7.
 - c. Titles I, II, and III of the Americans with Disabilities Act of 1990, as amended, 42 USC §§ 12101 – 12213.
 - d. Age Discrimination Act of 1975, 42 USC § 6101 et seq.
 - e. Title IX of the Education Amendments of 1972, as amended, 20 USC § 1681 et seq.
 - f. Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794, as amended.
- 2. Equal Employment Opportunity Program.** Subrecipient, and any of its contractors and subcontractors, certifies that an equal employment opportunity program will be in effect on or before the effective date of this Agreement. Subrecipient must maintain a current copy on file.
- 3. Services to Limited English Proficient (LEP) Persons.** Subrecipient, and any of its contractors and subcontractors agrees to comply with the requirements Title VI of the Civil Rights Act of 1964 and Executive Order 13166, improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin and resulting agency guidance, national origin discrimination includes discrimination on the basis of LEP. To ensure compliance with Title VI, Subrecipient must take reasonable steps to ensure that LEP persons have meaningful access to your programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Subrecipient is encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance additional information regarding LEP obligations, please see <http://www.lep.gov>.

E. Environmental and Historic Preservation.

- 1.** Subrecipient shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable environmental and historic preservation laws including but not limited to:
 - a. National Environmental Policy Act of 1969, as amended, 42 USC § 4321, and related FEMA regulations, 44 CFR Part 10.
 - b. National Historic Preservation Act, 16 USC § 470 et seq.

- c. Endangered Species Act, 16 USC § 1531 et seq.
- d. Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).

Failure of Subrecipient to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding.

2. Subrecipient shall not undertake any project without prior EHP approval by FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures, and objects that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, Subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.
 3. For any of Subrecipient's or its contractors' or subcontractors' existing programs or activities that will be funded by these grant funds, Subrecipient, upon specific request from the U.S. DHS, agrees to cooperate with the U.S. DHS in any preparation by the U.S. DHS of a national or program environmental assessment of that funded program or activity.
- F. PROCUREMENT OF RECOVERED MATERIALS.** Subrecipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Recovery and Conservation Act and in accordance with Environmental Protection Agency guidelines at 40 CFR Part 247.
- G. SAFECOM.** If the Grant Funds are for emergency communication equipment and related activities, Subrecipient must comply with SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
- H. Drug Free Workplace Requirements.** Subrecipient agrees to comply with the requirements of the Drug-Free Workplace Act of 1988, 41 USC § 701 et seq., as amended, and implementing regulations at 2 CFR Part 3001 which require that all organizations receiving grants (or subgrants) from any Federal agency agree to maintain a drug-free workplace. Subrecipient must notify this office if an employee of Subrecipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment.
- I. Human Trafficking (2 CFR Part 175).** Subrecipient must comply with requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, 22 USC § 7104, as amended and 2 CFR § 175.15.
- J. Fly America Act of 1974.** Subrecipient agrees to comply with the requirements of the Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 USC § 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, as amended, (49 USC § 40118) and the interpretative guidelines issued by the Comptroller General

of the United States in the March 31, 1981, amendment to the Comptroller General Decision B138942.

- K. Activities Conducted Abroad.** Subrecipient agrees to comply with the requirements 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.
- L. Acknowledgement of Federal Funding from DHS.** Subrecipient agrees to comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.
- M. Copyright.** Subrecipient shall affix the applicable copyright notices of 17 USC § 401 or 402 and an acknowledgement of Government sponsorship (including subgrant number) to any work first produced under an award unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this Agreement, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, Subrecipient grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works.
- N. Patents and Intellectual Property Rights.** Unless otherwise provided by law, Subrecipient is subject the Bayh-Dole Act, 35 USC § 200 et seq., as amended, including requirements governing the development, reporting and disposition of rights to inventions and patents resulting from financial assistance awards, 37 CFR Part 401, and the standard patent rights clause in 37 CFR § 401.14.
- O. Use of DHS Seal, Logo and Flags.** Subrecipient agrees to obtain DHS’s approval 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.
- P. Personally Identifiable Information (PII).** Subrecipient, if it collects PII, is required to have a publicly available privacy policy that described what PII they collect, how they use it, whether they share it with third parties and how individuals may have their PII corrected where appropriate.
- Q. Federal Debt Status.** Subrecipient shall be non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, benefit overpayments and any amounts due under Section 11.c of this Agreement. See OMB Circular A-129 for additional information and guidance.
- R. Construction Contracts.**
1. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246

Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

2. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).
3. Contracts awarded by Grantee in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
4. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387).

S. Funding Agreements. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and Grantee wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” Grantee must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

T. Terrorist Financing. Subrecipient must comply with US Executive Order 13224 and US law that prohibits transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of subrecipients to ensure compliance with the EO and laws.

U. Federal Leadership on Reducing Text Messaging while Driving. Subrecipient is 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.

V. Energy Policy and Conservation Act. Subrecipient must comply with the requirements of 42 USC § 6201 which contains policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with the Act.

W. DHS Specific Acknowledgements and Assurances. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.

2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance

award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, recipients have been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency (LEP)), sex, age, disability, religion, or familial status, recipients must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS FAO and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.
6. In the event courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or recipients settle a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS FAO and the CRCL office by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

X. 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. Subrecipient 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.

EXHIBIT C

Subagreement Insurance Requirements

Subrecipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003 (each, a “contractor”), if any, to: i) obtain insurance specified in this Exhibit before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement, as required by any extended reporting period or continuous claims-made coverage requirements, and all warranty periods that apply. 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 ODEM. 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.

If a contractor maintains broader coverage and/or higher limits than the minimums shown in this Exhibit, ODEM requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

i. WORKERS’ COMPENSATION AND EMPLOYERS’ LIABILITY:

All employers, including Subrecipient’s contractors, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017, and provide Workers' Compensation Insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The contractors shall require and ensure that each of their subcontractors complies with these requirements. If a contractor is a subject employer, as defined in ORS 656.023, the contractor shall also obtain Employers' Liability insurance coverage with limits not less than \$500,000 each accident.

If Subrecipient’s contractor is an employer subject to any other state’s workers’ compensation law, the contractor shall provide Workers’ Compensation Insurance coverage for its employees as required by applicable workers’ compensation laws including Employers’ Liability Insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

ii. COMMERCIAL GENERAL LIABILITY:

Subrecipient’s contractors shall provide Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State of Oregon. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Grant Agreement, and have no limitation of coverage to designated premises, project, or operation. Coverage must be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence and not less than \$2,000,000 annual aggregate limit.

iii. AUTOMOBILE LIABILITY INSURANCE:

Subrecipient's contractors shall provide Automobile Liability Insurance covering their business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$500,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal Automobile Liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

EXCESS/UMBRELLA INSURANCE:

A combination of primary and Excess/Umbrella Insurance may be used to meet the required limits of insurance. When used, all of the primary and Excess or Umbrella policies must provide all of the insurance coverages required herein, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Excess or Umbrella or policies must be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, must be called upon to contribute to a loss until contractor's primary and excess liability policies are exhausted.

If Excess/Umbrella Insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the Excess/Umbrella insurance.

ADDITIONAL INSURED:

All liability insurance, except for Workers' Compensation, Professional Liability, Directors and Officers Liability and Network Security and Privacy Liability (if applicable), required under this Grant Agreement must include an Additional Insured endorsement specifying the State of Oregon, its officers, employees, and agents as Additional Insureds, but only with respect to the contractor's activities to be performed under this Grant Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Regarding Additional Insured status under the General Liability policy, ODEM requires Additional Insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to contractor activities to be performed under this Grant Agreement. The Additional Insured endorsement with respect to liability arising out of a contractor's ongoing operations must be on, or at least as broad as, ISO Form CG 20 10 and the Additional Insured endorsement with respect to completed operations must be on, or at least as broad as, ISO form CG 20 37.

WAIVER OF SUBROGATION:

Each contractor shall waive rights of subrogation which the contractor or any insurer of the contractor may acquire against ODEM or the State of Oregon by virtue of the payment of any loss. The contractor shall obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not ODEM has received a Waiver of Subrogation endorsement from the the contractor or the contractor's insurer(s).

CONTINUOUS CLAIMS-MADE COVERAGE:

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then the contractor shall maintain continuous claims-made liability coverage. **Page 30**

provided the effective date of the continuous claims-made coverage is on or before the effective date of the Grant Agreement, for a minimum of 24 months following the later of:

- (i) Contractor's completion and ODEM's acceptance of all services required under the Grant Agreement, or
- (ii) ODEM or Subrecipient's termination of this Grant Agreement, or
- (iii) The expiration of all warranty periods provided under this Grant Agreement.

CERTIFICATE(S) AND PROOF OF INSURANCE:

Each of Subrecipient's contractors shall provide to ODEM Certificate(s) of Insurance for all required insurance before delivering any goods and performing any work required under this Grant Agreement. The Certificate(s) of Insurance must list the State of Oregon, its officers, employees, and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) of insurance must also include all required endorsements or copies of the applicable policy language effecting coverage required by this Grant Agreement. If Excess/Umbrella Insurance is used to meet the minimum insurance requirement, the Certificate(s) of Insurance must include a list of all policies that fall under the Excess/Umbrella Insurance. As proof of insurance, ODEM has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Exhibit.

NOTICE OF CHANGE OR CANCELLATION:

Each of Subrecipient's contractors or its insurer must provide at least 30 calendar days' written notice to ODEM before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW:

Subrecipient agrees to periodic review of insurance requirements by ODEM under this Grant Agreement and to provide updated requirements as mutually agreed upon by Subrecipient and ODEM.

STATE ACCEPTANCE:

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

Exhibit D

Information required by 2 CFR 200.332(a)

1. Federal Award Identification:
 - (i) Sub-recipient name (which must match the name associated with its unique entity identifier):
Crook County
 - (ii) Sub-recipient's unique entity identifier: W18XG98KNYF5
 - (iii) Federal Award Identification Number (FAIN): EMS-2023-EP-00005
 - (iv) Federal Award Date: October 1, 2022
 - (v) Sub-award Period of Performance Start and End Date: From July 1, 2023 to June 30, 2024
 - (vi) Sub-award Budget Period Start and End Date: July 1, 2023 to June 30, 2024
 - (vii) Amount of Federal Funds Obligated by this Agreement: \$66,296.00
 - (viii) Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement: * \$66,296.00
 - (ix) Total Amount of Federal Award committed to the subrecipient by the pass-through entity:
\$66,296.00
 - (x) Federal award project description: Emergency Management Performance Grant (EMPG) Program provides resources to assist state, local, tribal, and territorial governments in preparing for all hazards, as authorized by the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) (42 U.S.C. 5121 et seq.).
 - (xi) (a) Name of Federal awarding agency: U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA)/Grant Programs Directorate (GPD)
(b) Name of pass-through entity: Oregon Department of Emergency Management
(c) Contact information for awarding official of the pass-through entity: Erin McMahon, Director, PO Box 14370, Salem, OR 97309-5062
 - (xii) CFDA Number and Name: 97.042, Emergency Management Performance Grants
Amount: \$5,343,682.00
 - (xiii) Is Award R&D? No
 - (xiv) Indirect cost rate for the Federal award: 11.2%
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 Federal fiscal year.

AGENDA ITEM REQUEST



Date:

Meeting date desired:

Subject:

Background and policy implications:

Budget/fiscal impacts:

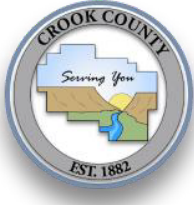
Requested by:

Presenters:

Legal review (only if requested):

Elected official sponsor (if applicable):

AGENDA ITEM REQUEST



Date:

January 16, 2024

Meeting date desired:

January 31, 2024

Subject:

CDD Monthly Update

Background and policy implications:

Update on Department services, including permit and application activity.

Budget/fiscal impacts:

N/A

Requested by:

Will Van Vactor

will.vanvactor@crookcountyor.gov | 541.447.3211

Presenters:

Will Van Vactor

Randy Davis

Legal review (only if requested):

n/A

Elected official sponsor (if applicable):

Community Development Department

Mailing: 300 NE Third St. RM 12, Prineville, OR 97754 □ Phone: 541-447-3211



MEMO

TO: Crook County Court

FROM: Will Van Vactor, Director
Randy Davis, Building Official

DATE: January 24, 2024

SUBJECT: Community Development Activity Update

Below is a summary of building, planning and onsite activity for the last month.

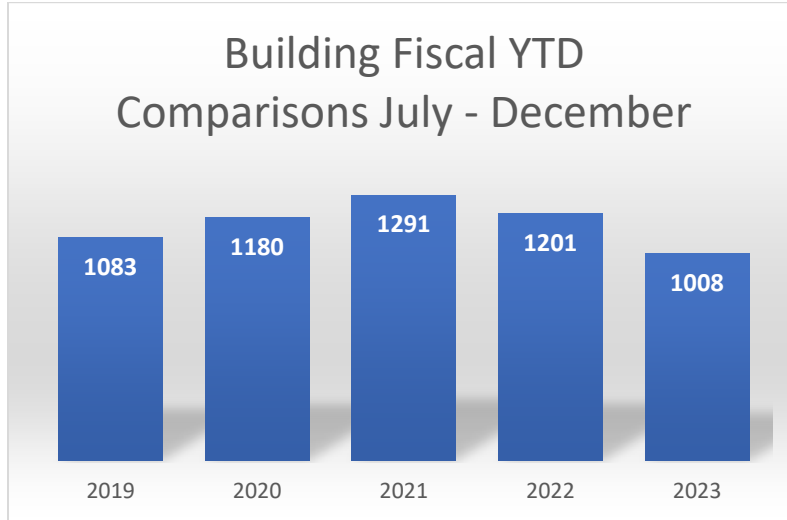
Building:

Permits issued summary (December):

Permit Type	Number of Permits
New Residential Dwellings (Site Built or Manufactured)	13
Commercial (plumbing, electrical, structural, etc.)	34
Residential Permits (plumbing, electrical, mechanical etc.)	68
Residential Structural (shops, etc.)	15
Other (e.g. demo)	0
TOTAL	130

Comparisons:

Time Frame	Permits
December 2023	130
December 2022	142
YTD 2023	2065
YTD Comparison 2022	2544
Fiscal YTD 2023-2024	1008
Fiscal YTD Comparison 2022-2023	1201



Active Permits:

Permit Type	Amount Still Active as of end of December
Dwellings (Site Built or Manufactured)	216
Other Residential Permits	787
Commercial Permits	278

Daily Inspections:

Inspection Type	Amount this month
Residential	654
Commercial	216
All	870

Larger Projects Under Construction:

Justice Center
CCO5&6 Data Center
Apple Data Center
Hangars at Airport
Museum
OID Project
Area H & I of Prineville Campus
Advantage Dental Remodel
C.O.P. Prineville Campus "H" Occupancy
14 unit RV Park
Autozone
R-2 Construction – 22,840 sq ft Industrial Building with Office Space

9600 sq. ft. Commercial Structure – Construction company shop/warehouse on Cessna Dr.
10,064 sq ft Industrial Building
PRN1 Retrofit

Larger Projects Under Review or Incoming:

Butcher Block
F-5 Smokehouse
Perma Patch
USFS Rappel Towers
Mail Box Store

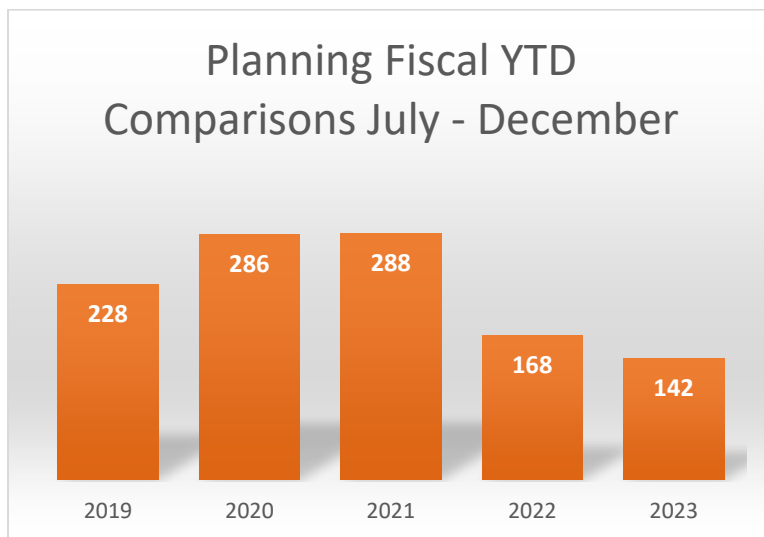
Planning:

Applications received (December):

Application Type	# of Applications (December 2023)	YTD
Appeals	0	1
Variance	0	4
Site Plan Review	13	240
Land Partition	0	6
Combine/Un-Combine Lots	0	0
Road Approach	1	28
Agricultural Exempt	1	1
Boundary Line Adjustment	0	8
Destination Resort	0	1
Conditional Use	0	10
Miscellaneous (Temporary Hardship Two-year renewals)	2	45
Sign	0	2
Extension	0	6
Subdivision	0	1
Amendment	0	3
Road Name/Rename	0	2
Vested Right	0	2
TOTAL	17	360

Comparisons:

Time Frame	Permits
December 2023	17
December 2022	12
YTD 2023	360
YTD Comparison 2022	422
Fiscal YTD 2023-2024	142
Fiscal YTD Comparison 2022 - 2023	168



Notable Land Use Applications:

Request	Status
Huston Agri-Tourism	Hearing cont. to 2/14 for deliberation only.

Notable City Land Use Applications:

Request	Status
Commercial Center – Tom McCall	Comment/Notice Period 1/8-1/22/24

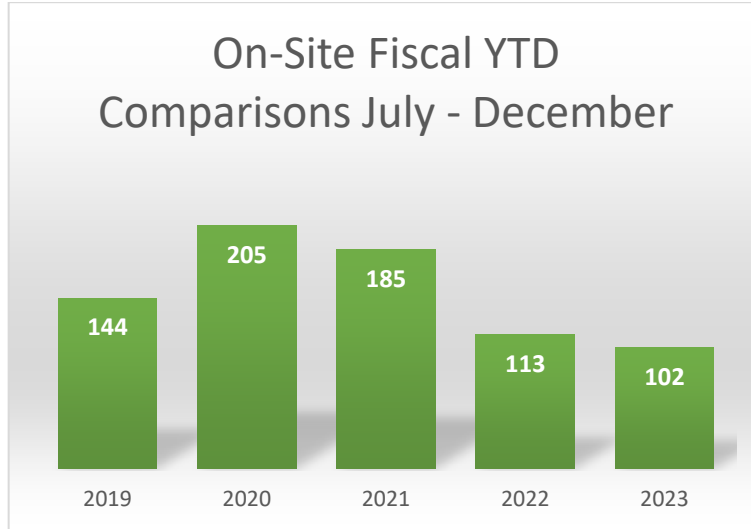
On-Site:

Applications (December):

Application Type	Number of Applications
Residential Authorization	3
Commercial Authorization	0
Construction Permit (Residential)	3
Construction Permit (Commercial)	0
Repair (Major) - Residential	2
Repair (Minor) - Residential	1
Repair (Major) - Commercial	0
Repair (Minor) - Commercial	0
Residential Site Evaluation	2
Commercial Site Evaluation	0
Alteration (Minor) – Residential	0
Alteration (Major) – Residential	0
Alteration (Minor) - Commercial	0
TOTAL	11

Comparisons:

Time Frame	Permits
December 2023	11
December 2022	11
YTD 2023	205
YTD Comparison 2022	283
Fiscal YTD 2023-2024	102
Fiscal YTD Comparison 2022 - 2023	113



Code Compliance:

Case Load:

Year	Building	Land Use	Waste	Septic
YTD 2023	45	49	21	9

Activity:

Case Opened in December: 5

Case Closed in December: 0



Agenda Item Request

Date:

January 23, 2024

Meeting dates desired:

January 31, 2024, work session

Subject:

Discuss intergovernmental agreement with Central Oregon Ready, Responsive, Resilient ("CORE3") Project

Background and policy implications:

Crook County is a party to a Memorandum of Understanding (MOU) entered into in 2022 to work collaboratively to support the development and construction of a regional emergency services training and coordination center. The proposed IGA replaces the MOU and further outlines and defines the terms and conditions under which the parties to the IGA will complete the Project.

Budget/fiscal impacts:

Pending

Legal Review:

County Counsel is reviewing the agreement and will provide comments and address questions at the work session.

Requested by:

Brian Barney, County Commissioner

Presenters:

Brian Barney, County Commissioner

John Gautney, Sheriff

Attachments

- *IGA, including signature page*
- *January 11, 2024 memo to CORE3 Partners*

**INTERGOVERNMENTAL AGREEMENT
CENTRAL OREGON READY, RESPONSIVE, RESILIENT (“CORE3”) PROJECT**

This Intergovernmental Agreement (the “Agreement”) is dated effective starting the date of last signature (the “Effective Date”), and is entered into between the signatory parties as shown in Exhibit A, attached hereto and incorporated herein by reference, collectively referred to as “Party” or “Parties”. A Party or Parties may be added or removed from this Agreement in accordance with the procedure outlined in Section 9.1.

RECITALS:

- A. The Parties to this Agreement entered into a Memorandum of Understanding dated May 10, 2022 (the “MOU”) pursuant to which the Parties agreed to work collaboratively to support the development and construction of a regional emergency services training and coordination center (the “Project”).
- B. This Agreement replaces the MOU as further described in Section 9.5, and further outlines and defines the terms and conditions under which the Parties will complete the Project.
- C. This Agreement is made pursuant to Oregon Revised Statutes (“ORS”) 190.010, which provides for the authorization of units of local government to enter into agreements for the performance of any functions and activities that any party to the agreement, or its officers or agents, has the authority to perform.

AGREEMENT:

NOW, THEREFORE, in consideration of the Parties’ respective obligations under this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

- 1. Definitions. Unless defined elsewhere in this Agreement, capitalized terms contained in this Agreement have the meaning assigned to them in the attached Appendix A.
- 2. Project Planning. The Parties acknowledge and agree that the following actions concerning the Project have been taken and/or memorialized by the MOU prior to the Effective Date of this Agreement: (a) representatives from various agencies have convened as an Executive Council to discuss the primary objectives of the Project and guide project development; (b) limited funding/grants have been received or obtained for the Project; (c) 300-acres of that certain Deschutes County-owned land with an appraised value of \$16.3M as of January 2022 and described on the attached Exhibit B (the “Property”) have been reserved for the Project; and (d) discussions concerning a separate written agreement between COIC and Deschutes County for the transfer and conveyance of the Property have commenced. The Parties anticipate that the Project will be completed in those Project phases identified in the attached Exhibit C.
- 3. Party Obligations.
 - 3.1. Core Partner Determination. Subject to the terms and conditions contained in this Agreement, each signatory organization will determine each fiscal year if they want to be a Core Partner or an Associate Partner. Core Partners contribute to and provide funding for the Project. Core Partner funding will be determined annually in accordance with this Agreement, and as outlined in Exhibit D. Each Core Partner will appoint one representative to serve on the Executive Council; provided, however, a Core Partner may appoint an alternate representative to serve as the Core Partner’s Executive Council representative in the absence of the Core Partner’s primary representative. Each Core Partner will receive one voting seat on the Executive Council. The primary and alternate representatives will serve on the Executive Council in accordance with the Bylaws attached hereto as Exhibit E. Notwithstanding anything contained in this Agreement to the contrary, each Party will

determine whether the Party will become or remain a Core Partner and continue to make the Contribution) by July 1 each year.

3.2. Associate Partner. Subject to the terms and conditions contained in this Agreement, signatory organizations that choose not to be a Core Partner shall be an Associate Partner. Each Associate Partner will provide support for the Project by, among other things, contributing staff time at Project-planning meetings, testifying in support of the Project before governing bodies, and performing other Project-related activities and/or obligations requested by COIC from time to time. Associate Partners are not financial contributors to the Project. Associate Partners will (collectively) appoint two representatives to the Executive Council. These representatives will hold voting seats on the Executive Council.

3.3. COIC. As directed by the Executive Council and the terms and conditions contained in this Agreement, COIC shall implement all Project related real property, personal property, and all other assets, including, without limitation, intellectual property. In addition, COIC will be responsible for all day-to-day Project-related operations, administration, and personnel functions, including, without limitation, the following: (a) contracting, employing, and supervising all contractors and personnel assigned to and/or employed for or concerning the Project; (b) managing and supervising all contractors retained for the Project; (c) incurring and paying, on the behalf of the Parties in accordance with this Agreement and the approved Budget, all Project expenses; (d) expending funds in accordance with the approved Budget; (e) providing (or causing to be provided) all Project related personnel, insurance, legal advice, and management support in accordance with this Agreement and the approved Budget; (f) administrating the invoice process and collecting from each Core Partner the Core Partner's Contribution; and (g) providing generally for the audit, accounting for, reporting, receipt, and custody of Project funds.

4. Project Management.

4.1 Executive Council. Decisions concerning the Project will be made by voting members of an executive council (the "Executive Council") composed of one appointed representative from each Core Partner, two appointed Associate Partner representatives, and two appointed Ex Officio representatives. The Executive Council may appoint subcommittees in accordance with the Bylaws.

4.2 Authority. Subject to the terms and conditions contained in this Agreement, the Executive Council will have the following authority, duties, and responsibilities: (a) oversee and have full responsibility for all matters pertaining to the Project's development and operations, including Project outreach and decision-making; (b) review and recommend the Project budget to the COIC Board of Directors; (c) form subcommittees; (d) enter into contracts subject to and in accordance with this Agreement, the Laws, and Executive Council policies; and (e) carry out such other activities as necessary, required, and/or implied to accomplish the Project's purposes and/or this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the Executive Council will not have the authority to perform the following: (x) commit the taxing authority or general funds of any Party's governing body; (y) impose ad valorem property taxes; and/or (z) expend (or cause the expenditure of) funds exceeding (or inconsistent with) Budget appropriations.

4.3 Meetings. Except as this Agreement and/or applicable Law requires otherwise, all Executive Council meetings will be held pursuant to and in accordance with the Bylaws. A majority of the then-appointed Executive Council voting members will constitute a quorum for the purpose of conducting its business and exercising its powers and for all other purposes. Except as this Agreement and/or applicable Law requires otherwise, the express concurrence (approval) of a quorum is necessary to decide any question before the Executive Council. All Executive Council meetings are subject to Oregon's Public Meetings Law, ORS 192.610 – ORS 192.690, as amended. Unless otherwise provided, Robert's Revised Rules of Order Newly Revised 12th Edition will govern all procedural matters.

5. Budget; Contributions.

5.1 Budget Preparation. COIC, with assistance from the Project Management Team, will prepare, develop, and recommend an annual Project development work plan and associated budget (collectively, the "Budget") for the Executive Council's review and approval. The Budget will be prepared on a fiscal year basis, commencing July 1 each year and end the following June 30. The Budget will include, among other things, staff costs, consultant fees, capital management, etc. Notwithstanding anything contained in this Agreement to the contrary, the Budget will not be final, binding, and effective unless and until approved by the Executive Council and COIC.

5.2 Core Partner Contributions and Determination of Contribution Amount. No monetary contribution is required to participate in this IGA. Core Partners are determined by contribution amounts. Each signatory party will determine each year if they wish to be a Core Partner. Core Partner contributions and amounts will be determined as per the process outlined in Exhibit D.

5.4 Budget Manager. Subject to the terms and conditions contained in this Agreement, COIC will manage and administer the Budget. COIC will maintain one or more independent bank account(s) for the purpose of recording financial transactions concerning the Project (the "Project Account(s)"). Funds contributed to the Project will be maintained in the Project Account. Project funds will not be commingled with any COIC and/or other Party funds (and will be maintained in accounts separate from COIC and/or any Party accounts).

5.5 Books, Records and Reporting. COIC will maintain separate books and records concerning this Agreement and the Project (i.e., the books and records will not be combined or mixed with any other COIC matters). COIC will make books, records and reporting concerning this Agreement and the Project available to the Executive Council at every meeting.

5.6 Executive Council Budget Obligations. The Executive Council will appoint one member to serve on COIC's budget committee (the "Budget Committee"). All Budget Committee financial decisions concerning the Project must include the concurrence of the then-appointed Executive Council member. The then-appointed Executive Council member shall receive prior approval authority from the Executive Council before concurring with the Budget Committee. Notwithstanding the above in Section 5.6, the Executive Council's authority and/or involvement with the COIC budget is only to the extent the COIC budget concerns the Project. The Executive Council will have no other authority and/or control over the COIC budget.

6. Insurance; Indemnification; Relationship.

6.1 Insurance.

During the term of this IGA, all parties shall maintain in force insurance coverage required by law.

If requested, complete copies of insurance policies shall be provided to CORE3. There shall be no cancellation, material change, reduction of limits without 60 days prior written notice from the Party or its insurer(s) to CORE3.

6.2 Indemnification. To the fullest extent permitted under applicable law, each Party will defend, indemnify, and hold the other Party and the other Party's Representatives harmless for, from, and against all claims, actions, proceedings, damages, liabilities, injuries, losses, and expenses of every kind, whether known or unknown, including, without limitation, attorney fees and costs, resulting from or arising out of the party's breach and/or failure to perform the party's representations, warranties, covenants, and/or obligations contained in this Agreement. Each party's indemnification obligations provided under this Section 6.2 will survive the termination of this Agreement.

6.3 Relationship. Each Party is an independent contractor of the other Parties. This Agreement does not create a joint venture and/or agency relationship between the Parties. No Party has the authority to bind the other Party or represent to any person that a Party is an agent of the other Party. No Party

will provide any benefits to any other Party; each Party will be solely responsible for obtaining the Party's own benefits, including, without limitation, insurance, medical reimbursement, and retirement plans. Notwithstanding anything contained in this Agreement to the contrary, the Executive Council will not have the authority to bind and/or encumber a Party in any manner except as the Party agrees through both the policy and administrative authority granted to the Party's appointed Executive Council member.

7. Intent; Formation of ORS 190. The Parties anticipate that the Project may require formation of an intergovernmental entity under ORS chapter 190 ("CORE3"), which intergovernmental entity may be the sole operator of the Project. CORE3 will be a legal entity separate and distinct from the Parties and will have the following general powers: (a) adopt, through action of the Executive Council, such bylaws, rules, regulations, standards, and/or policies necessary to carry out the purposes of the Project and/or this Agreement; and (b) perform and exercise all powers pursuant to the Laws, including, without limitation, ORS chapter 190, which are necessary and/or appropriate to carry out the objectives of the Project. After formation of CORE3, COIC will transfer and convey all Project related assets subject to this Agreement to CORE3, contingent upon the approval of the Executive Committee.

8. Term; Termination

8.1 Term. Subject to the terms and conditions contained in this Agreement, the term of this Agreement commenced on the Effective Date and will remain in full force and effect until a new CORE3 ORS 190 is established and functioning as its own legal entity (the "Initial Term"), unless sooner terminated as provided in this Agreement. Upon expiration of the Initial Term, this Agreement may renew for one or more term(s) of one year each, upon the mutual written agreement of the Parties. This Agreement may be terminated (a) at any time by the written agreement of all Parties, and/or (b) by majority vote of the Executive Council.

8.2 Voluntary Withdrawal by a Party. Any Party may elect to terminate its participation in this Agreement (and the Project) by providing prior written notice to the Executive Council. Termination of this Agreement does not relieve any Party from its obligations incurred prior to the effective date of termination.

9. Miscellaneous.

9.1 Coordination; Assignment; Binding Effect. The Parties will maintain adequate levels of communication to ensure maximum cooperation and coordination between the Parties. No Party may assign the Party's rights and/or obligations under this Agreement to any person without the prior written consent of all other Parties. Subject to the immediately preceding sentence, this Agreement will be binding on the Parties and their respective administrators, successors, and permitted assigns and will inure to their benefit. The Parties will execute all documents or instruments and will perform all lawful acts necessary or appropriate to carry out the intent of this Agreement. All exhibits, schedules, instruments, and other documents referenced in this Agreement are part of this Agreement. Subject to the Laws, the Executive Council may authorize a new party to join the Executive Council only if approved by the unanimous vote of the Executive Council and the additional party agrees to the terms of this Agreement and signs a copy of this Agreement, as amended.

9.2 Notices; Severability; Remedies. Any notice will be deemed given when personally delivered or delivered by facsimile or email transmission (with electronic confirmation of delivery), or will be deemed given three days following delivery of the notice by U.S. mail, certified, return receipt requested, postage prepaid, by the applicable Party to the address shown in under the definition of "COIC" in Appendix A (or any other address that a Party may designate by notice to the other parties), unless that day is a Saturday, Sunday, or legal holiday, in which event it will be deemed delivered on the next following business day. Each provision contained in this Agreement will be treated as a separate and independent provision. The unenforceability of any one provision will in no way impair the enforceability of any other provision contained herein. Any reading of a provision causing unenforceability will yield to a construction permitting enforcement to the maximum extent permitted by applicable law. Subject to the terms and conditions contained in this Agreement, each Party will pay all wages and benefits due the Party's personnel, including, without limitation, overtime, workers' compensation, and death

benefits. If a Party breaches and/or otherwise fails to perform any of the Party's representations, warranties, covenants, and/or obligations under this Agreement, the non-defaulting Parties may, in addition to any other remedy provided to the non-defaulting Parties under this Agreement, pursue all remedies available to the non-defaulting Parties at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently.

9.3 Waiver; Entire Agreement; Amendment; Counterparts. Notwithstanding anything contained in this Agreement to the contrary, no provision of this Agreement may be modified, waived, and/or discharged unless such waiver, modification, and/or discharge is agreed to in writing by the Parties. No waiver by a Party at any time of the breach of, or lack of compliance with, any conditions or provisions of this Agreement will be deemed a waiver of other provisions or conditions hereof. This Agreement contains the entire agreement and understanding between Parties with respect to the subject matter of this Agreement and contains all the terms and conditions of the Parties' agreement and supersedes any other oral or written negotiations, discussions, representations, and/or agreements, including, without limitation, the Memorandum. No addition, modification, amendment, or alteration to this Agreement will be effective against the Parties unless specifically agreed upon in writing and signed by the Parties. This Agreement may be signed in one or more counterparts.

9.4 Applicable Law; Venue; Attorney Fees. This Agreement will be construed, applied, and enforced in accordance with the laws of the State of Oregon. Any action or proceeding arising out of this Agreement will be litigated in courts located in Deschutes County, Oregon. Each Party consents and submits to the jurisdiction of any local, state, or federal court located in Deschutes County, Oregon. With respect to any dispute relating to this Agreement, or if a suit, action, arbitration, or other proceeding of any nature whatsoever is instituted to interpret or enforce the provisions of this Agreement, including, without limitation, any proceeding under the U.S. Bankruptcy Code and involving issues peculiar to federal bankruptcy law or any action, suit, arbitration, or proceeding seeking a declaration of rights or rescission, each party shall bear its own costs and attorney fees.

9.5 Legal Representation; Memorandum. The law firm of Bryant, Lovlien & Jarvis, P.C. ("Law Firm") has been contracted by COIC to prepare this Agreement. Law Firm represents only COIC in the negotiation and preparation of this Agreement. The Parties have thoroughly reviewed this Agreement with their own legal counsel or have knowingly waived their right to do so. The MOU is terminated and deemed null and void and of no further force and effect as of the Effective Date; provided, however, the Parties are not released from (and remain obligated for) any liabilities and/or obligations that have arisen out of or under the MOU prior to the Effective Date. This Agreement will not be construed as an actual or implied waiver and/or release of any Party's obligations and/or liabilities arising out of or under the Memorandum.

9.6 Person; Interpretation; Signatures. For purposes of this Agreement, the term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. This Agreement may be signed in counterparts. A fax or email transmission of a signature page will be considered an original signature page. At the request of a Part , the other Party or Parties will confirm a fax or email transmitted signature page by delivering an original signature page to the requesting party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be binding and effective for all purposes as of the Effective Date.

[PLACEHOLDER FOR SIGNATURE PAGES]

Appendix A
Definitions

“Agreement” has the meaning assigned to such term in the preamble.

“Associate Partner” has the meaning assigned to such term in Section 3.2.

“Budget” has the meaning assigned to such term in Section 5.1.

“Bylaws” means the CORE3 Executive Council Bylaws adopted September 22, 2022, and attached hereto as Exhibit E, as amended.

“COIC” means Central Oregon Intergovernmental Council, an intergovernmental entity organized under ORS chapter 190, whose address is 334 NE Hawthorne, Bend, Oregon 97701.

“COIC Budget Committee” means the then-appointed budget committee of COIC.

“CORE3” has the meaning assigned to such term in Section 7.

“Core Partner” has the meaning assigned to such term in Section 3.1.

“Deschutes” means Deschutes County, Oregon whose address is 1300 NW Wall Street, Bend, Oregon, 97703.

“Effective Date” has the meaning assigned to such term in the preamble.

“Executive Council” has the meaning assigned to such term in Section 3.1.

“Initial Term” has the meaning assigned to such term in Section 8.1.

“Law(s)” mean all federal, state, and local laws, statutes, ordinances, and/or regulations directly or indirectly affecting this Agreement, including, without limitation, the Americans with Disabilities Act of 1990 (and the rules and regulations promulgated thereunder) and ORS chapter 190, all as now in force and/or which may hereafter be amended, modified, enacted, or promulgated.

“Law Firm” has the meaning assigned to such term in Section 9.5.

“MOU ” has the meaning assigned to such term in Recital A.

“Party” or “Parties” means the parties to this Agreement, individually and collectively.

“Project” has the meaning assigned to such term in Recital A.

“Property” has the meaning assigned to such term in Section 2 and is more particularly described in the attached Exhibit.

“Project Management Team” (PMT) means an advisory committee to the CORE3 Executive Council, composed of members appointed by the Executive Council. The PMT meets monthly and serves as an initial review and idea generation group working with COIC staff.

“Representative(s)” mean the officers, employees, volunteers, and authorized representatives of the identified person or Party.

Exhibit A
 Signatory Parties
 (12/01/2023)

City of Bend Police Department	Oregon Department of Transportation
City of Bend Fire Department	Oregon Department of Emergency Management
Central Oregon Community College	Oregon State Police
Central Oregon Intergovernmental Council	Oregon State Fire Marshal
Crook County	Oregon Department of Forestry
Deschutes County	Ochoco National Forest (COFMS)
Deschutes National Forest (COFMS)	Prineville Bureau of Land Management (COFMS)
Deschutes County Sheriff's Office	City of Prineville Police Department
Deschutes County 911	City of Redmond
Jefferson County	Redmond Municipal Airport
Jefferson County Sheriff's Office	Redmond Fire and Rescue
Jefferson County Fire & EMS	Sisters - Camp Sherman RFPD
City of Madras Police Department	

Exhibit B
Property

I. Site

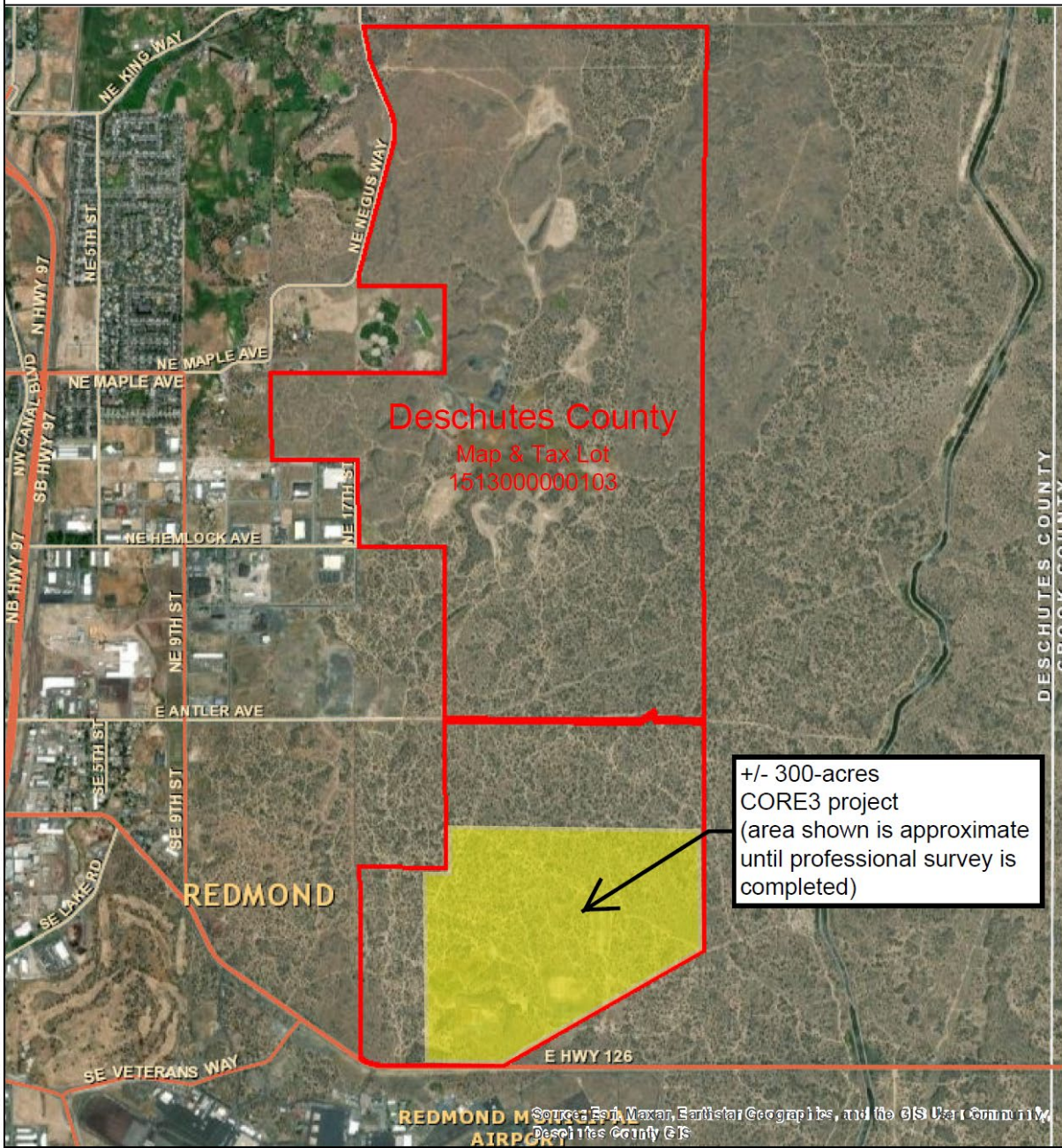
- a. The Deschutes County Board of Commissioners hereby supports and agrees to reserve a +/- 300-acre area of County-owned property in east Redmond and is specifically located within Map and Tax Lot 1513000000103 (“Property”) for the purpose the CORE3 project and future expansion (“Approximate Project Area”).
- b. The Approximate Project Area as shown on Exhibit B1, is attached hereto and incorporated herein.
- c. After a thorough review of property in Redmond, Oregon, the Property was selected as the Approximate Project Area for the following reasons:
 - i. Redmond is the center of the region, thereby providing efficient access by public safety agencies for emergency response and training purposes; and
 - ii. Redmond Airport is designated as the primary Incident Support Base in the event of a Cascadia Subduction Zone event; and
 - iii. Property is of sufficient size for current needs and future potential expansion as needed; and
 - iv. Property is publicly owned; and
 - v. Property does not have incompatible surrounding land uses.
- d. The Board of County Commissioners wish to state the property value as of a point in time for the 300-acres reserved by the County for the CORE3 project.
 - vi. A third-party appraiser was engaged to provide a property valuation. Given that the property is zoned Exclusive Farm Use (EFU) and it is the intent to annex the property to the City of Redmond and to the Urban Growth Boundary, the appraised value was determined based on industrial zoning, which in essence would be the highest and best use of the property.
 - vii. The appraisal report was received January 5, 2022 and the appraised property value is \$54,450/acre or \$16,300,000 (rounded to the nearest \$100,000).

II. Land Use and Infrastructure

- a. The Approximate Project Area is currently outside the Redmond Urban Growth Boundary and Redmond city limits.
- b. Project stakeholders, with oversight from the Executive Council will:
 - i. Develop a Master Plan; and
 - ii. Pursue an Urban Growth Boundary (UGB) amendment; and
 - iii. Pursue annexation to the City of Redmond; and
 - iv. Complete any other associated and/or required process for land use entitlement and the provision of infrastructure.

- c. It is anticipated COIC, the City of Redmond, and Deschutes County will enter into a separate Memorandum of Understanding regarding the land use entitlement, amendment, and annexation processes.

1513000000103



Date: 2/21/2023

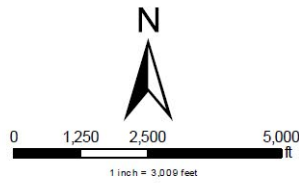


Exhibit C
Project Phases

- Phase 1: Conceptual/Business Plan
- Phase 2: Master Plan, Land Use, Site Securement, Design/Engineering
- Phase 3: Development and Construction
- Phase 4: Operations

Exhibit D

Work Plan and Budget Process for Core Partners

CORE3 operates on a July 1 through June 30 fiscal year (FY).

Timeline	Process	Lead	Anticipated outcome
Sept/Oct of preceding FY	Staff creates draft SOW and associated cost estimates, workshops with PMT	COIC Staff & PMT	Recommended budget and work plan for following FY
November/December of preceding FY	Executive Council reviews and conditionally approves Draft budget and workplan for next FY (final confirmation in January/February, see below) COIC staff works with partners to confirm desire to support financially as a Core Partner*	Executive Council/Executive Leadership	Final draft budget and work plan for following FY Confirmed list of Core Partners for following FY
December/January of preceding FY	Confirm Core Partners' FTE involved in public safety** Draft each confirmed Core Partner's projected contribution based on FTE. <u>Formula as follows:</u> Total required budget for FY minus grant funding/any funding not provided by core partners = total to be allocated by FTE formula.	COIC Staff	Updated FTEs Local FTE allocations created
January of preceding FY	Work with each Core Partner to confirm their contribution, then revise and finalize the budget and work plan together with the PMT as necessary.***	COIC Staff & PMT	Revised Final Budget and Work Plan
January/February of preceding FY	Executive Council meeting – formally approve budget and work plan for FY		Final budget and contribution amounts for following FY
August of subject FY	Invoices prepared	COIC Staff	Invoices emailed to each confirmed Core Partner, as per their agreed-upon contribution amount.
September of subject FY	Bills due	Core Partners	

*No signatory to this IGA is required to contribute funding to the project in any fiscal year.

**Some Core Partners will use a different unit than FTE, for instances Central Oregon Community College which will allocate their contribution based on student enrollment in public safety programs.

*** FTE allocation is a minimum contribution – some partners have and may continue to elect to provide more than the minimum, in which case their “overage” will be dedicated to project contingency

CORE3 Executive Council Bylaws
Adopted September 22, 2022
Amended May 25, 2023

I. Purpose

This document presents the CORE3 Executive Council’s process for working together. Members of the CORE3 Executive Council have agreed to honor and adhere to the principles and guidelines set out in these Bylaws. It is also a living document, and is meant to evolve and grow with the needs, opportunities, and membership of CORE3.

II. CORE3 Mission, Vision, and Goals

Mission: To deliver a high caliber public safety training and emergency coordination facility that enhances public safety, builds resilience, and mitigates risk.

Vision: A model center in Central Oregon for public safety providers which delivers superior, collaborative emergency services training and coordination across disciplines, creating a safe and resilient Oregon.

All members at the table agree that:

- A. There is a critical need for a dedicated, centrally-located, regional multi-agency coordination center to coordinate local, state and regional emergency operations;
- B. Central Oregon, the Redmond community and Redmond airport, will serve a critical function in statewide emergency response and recovery from a catastrophic disaster such as the Cascadia Subduction Zone event;
- C. Central Oregon would benefit greatly by a facility to meet existing and future training needs of local, state, federal and non-profit public safety and emergency management personnel; and,
- D. Opportunities to increase the quality and efficiency of training and coordination are important to meet current and future emergency management and public safety needs of our communities.

III. Executive Council Structure

The Executive Council will make all final and substantive decisions regarding CORE3, and will be composed of the following membership:

- a. Core Partner seats (all voting)
- b. Ex Officio seats:
 - i. Sheriff’s Office Emergency Managers (3 non voting seats)

- ii. State agencies: OEM (1 voting seat), Governor's Office (1 voting seat)
- c. Associate seats (2 voting, all others non voting)

IV. Subcommittees

A. Executive Leadership Team

The Executive Leadership Team is comprised of the CORE3 Executive Council Chair, and two Vice Chairs. The team should include a representative for each of the following interests: fire, law enforcement, and local government. The Executive Leadership Team meets bi-monthly, and is responsible for guiding the Executive Council by setting meeting agendas and directing and advising staff. Executive Leadership Team shall be elected by the voting body of the Executive Council on a staggered biannual basis during the month of February. The fire position will be elected on odd years, with the law enforcement and local government positions being elected on even years.

B. Project Management Team

The Project Management Team meets monthly, and is responsible for supporting the development of draft agendas, building a draft budget and regular budget check-ins and management, creating recommendations for Executive Council consideration, and moving various project work forward. The Project Management Team is not a decision-making body, and reports out to the Executive Council on work accomplished/ongoing.

C. Political Leadership Team

The Political Leadership Team meets monthly, and supports CORE3 through strategic political leadership. The team provides guidance to the Executive Council, works to identify and support strategic funding and partnership opportunities, and help address barriers.

V. Partner Roles & Responsibilities

- A. **Core Partners:** are those committing ongoing and regular funding (direct or in-kind) during each of the following stages of project development:
 - Stage 1: Conceptual/Business Plan
 - Stage 2: Master Plan, Land Use, Site Securement, Design/Engineering
 - Stage 3: Development and Construction
 - Stage 4: Operations

Core Partners are automatically given a single voting seat on the Executive Council.

B. **Ex Officio Seats:** The following organizations have a seat at the Executive Council by virtue of the role they play in the region/state emergency services.

- i. Sheriff's Office Emergency Managers (non-voting seats)
- ii. State agencies: OEM (1 voting seat), Governor's Office (1 voting seat)

C. **Associate Partners:** Are those not committing funding at this time, but that are committed to the project in other ways such as signing letters of support, contributing occasional staff time at committee meetings, testifying before governance bodies, etc.

Associate Partners do not have decision making power, but will be represented by 2 voting seats on the Executive Council. These associate seats will be elected by the full body of Associate Partners on an annual basis.

D. **New Project Partners:** New project partners (Associate or Core) may be added at any point by signing onto the MOU (or future IGA). New Core Partners will also need to commit to supporting the project via ongoing funding. Existing partners acknowledge these new partners as active once they've completed the above.

VI. Decision Making Structure

The Executive Council will follow Robert's Rules of Order procedures for decision making.

A. Reaching Consensus

The Executive Council will strive for consensus. Consensus on a decision about a project, recommendation, or action the group plans to take will be reached when all meeting participants can make one of the following statements about a decision:

- I agree with the decision and will publicly support it
- I agree with the decision but will refrain from publicly supporting it
- I can live with the decision (and won't disparage it in public)

A quorum of the Executive Council must be present when making decisions. The quorum is defined as 50% of the Executive Council voting membership plus one member.

B. Inability to Reach Consensus

If consensus is not possible

- b. Fiscal decisions will require yes votes of at least two-thirds of the members present to approve.
- c. Other decisions will require majority (51%) yes votes of members present to approve.

Dissenting votes will be recorded in the meeting notes. Individuals/organizations in dissent will be given an opportunity to share their reasoning and any actions they intend to take as a result.

C. Primary/Alternate Membership and Proxy Voting

All voting agencies/organizations shall designate a primary member and an alternate member. In the event the primary is unable to attend a meeting or respond to a request for an Executive Council vote, the alternate may step in in their place. Alternates will be designated by the voting organization and shall be reported to COIC to document in the membership and contact lists. It is the responsibility of the primary and alternate members to ensure each is apprised of the current project status, and can effectively participate in decision making on behalf of their organization.

In the event an organization's primary and alternate members are unable to respond to an Executive Council vote, the primary voting member may designate a proxy. To designate a proxy, the primary member must notify the Executive Council Chair and project staff in writing in advance of the meeting/vote submission.

D. Issue Summaries and Motions

The proponent of a proposed action will be responsible for reading an issue summary and suggested motion at the meeting where the proposed action or decision is being brought forward. Staff will support the development of issue summaries and suggested motions ahead of the meeting, and will include the information as part of the meeting materials.

VII. Meeting Protocols, Ground Rules, and Communications Protocols

A. Ground Rules

- i. Come willing to learn. Respect the range of knowledge present in the group.
- ii. Come to meetings prepared.
- iii. Present interests, not positions.
- iv. Critique constructively and ask clarifying questions.
- v. Share all relevant information including any concerns.

- vi. Only one person speaks at a time. Allow people to finish their thought. No interrupting or side conversations.
- vii. “Share the air” and do not dominate the conversations. Make space for others to share their thoughts.
- viii. Keep your colleagues and constituents informed about the process.
- ix. Respect one another in and outside of meetings.

B. Communications Protocols

Internal: A website will be maintained for storing and sharing all information. Internal documents will be available to CORE3 members online via a document sharing service maintained by CORE3 staff.

External: Information about CORE3 will be made available to external stakeholders via the public website and other venues as appropriate.

Media Interactions: The Executive Leadership Team and staff will be the primary points of contact and only authorized sources for presenting official CORE3 statements to the media. They may choose to designate other representatives to specific topics or issues. This does not preclude members from talking to the media in regards to their individual or their organization’s interest in the project, but should clarify that they are not speaking on behalf of the full Executive Council. Anyone, including Executive Leadership Team members and staff, must inform the full Executive Leadership and staff team of any intended contact with the media regarding the CORE3 project.

VIII. AMENDMENTS

The Bylaws may be amended, repealed, or added to, or new Bylaws adopted by a vote of a 2/3 majority of the membership, provided notice of the purpose of the proposed amendment(s) has been stated ahead of the meeting and included in the agenda. Additionally, for any vote on Bylaw amendments, any member not attending can vote by proxy using the proxy process outlined in section 6: Decision Making Structure. Any member may make a recommendation for changes to these Bylaws.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be binding and effective for all purposes as of the Effective Date. Once signed, this signature page will be added to the existing IGA.

Entity: _____

By: _____

Print Name: _____

Title: _____

Date: _____

Memo



To: CORE3 Partners
From: Shelby Knight, CED Resilience Planner, COIC
Date: January 11, 2024
Re: CORE3 IGA

Overview

Since November 2022, staff have been working with the Project Management Team, COIC’s Legal Counsel, the COIC Board, and the Executive Council to draft an IGA to replace the March 2022 MOU. The IGA formalizes the following:

- Partner roles and obligations
- COIC roles and obligations
- Annual workplan and budget process

A summary of the timeline and process for developing and finalizing the IGA is included below:

TIMELINE	DESCRIPTION OF ACTIVITIES	OUTCOME
Spring 2022	MOU signing complete – 28 agencies sign on	Final MOU in place
July 2022	Executive Council formally designates COIC as the governing body and fiscal and administrative home for the CORE3 project *until such time as a new agency is designated	COIC serves as “home” for CORE3
November 2022	IGA process initiated – COIC worked with attorney to develop first draft	Draft 1 of IGA
January 2023	First round of partner and COIC Board review and comments	Draft 2 of IGA
April 2023	Second round of partner review and comments, including legal review	Draft 3 of IGA
September 2023	Final updates to insurance language and the budget allocation process Staff and the Project Management Team worked in partnership with COIC’s insurance carrier, Deschutes County risk management and legal counsel, and COIC’s Community Economic Development Fiscal Administrator on the final changes.	Executive Council approves final IGA at the September 28, 2022 meeting
November/December 2023	COIC staff confirmed intent to sign with all partners	Final list of IGA signatories

*This is only for the current developmental phase of the project. The Executive Council and COIC have agreed that CORE3 partners will initiate their own ORS190 to govern the construction and beyond phases of the project.

Next Steps

At this time, the IGA has been formally approved as final and is being routed for partner signature and your agency has indicated intent to sign on. Each partner organization will be assigned a basic signature page. Partners will complete their page individually and send it back to COIC staff within 2 weeks of receipt. A copy of the final signed IGA will be distributed once all signatures have been collected.

Please send your completed signature pages to Jenn Greco at jgreco@coic.org. Should you have questions about the process to date, please reach out to Shelby Knight at sknight@coic.org.

Sincerely,
The CORE3 Staff Team



Agenda Item Request

Date:

January 23, 2024

Meeting date desired:

January 31, 2024

Subject:

Discuss wildlife damage management services.

Background and policy implications:

The County entered into a personal services agreement with Belozer Outdoor Enterprises, LLC in April 2021, and agreed to an extension through June 30, 2025, for wildlife damage management services. Related to the County's agreement, Jon Belozer has a valid ODFW Black Bear and/or Cougar Agent Appointment Agreement.

Budget/fiscal impacts:

Annual contract is \$54,000 per year.

Requested by:

Susan Hermreck, County Commissioner

Presenters:

Discussion item

Attachments:

*ODFW Black Bear and/or Cougar Agent Appointment Agreement
Personal Services Agreement with Belozer's Outdoor Enterprises, LLC*

PERSONAL SERVICES CONTRACT

CONTRACTOR: Belozer's Outdoor Enterprises, LLC

ADDRESS: PO Box 428 Maupin OR 97037
Street Address City State Zip

PHONE NUMBER: 541-460-2069 EMAIL: jon@belozerswhitewaterfishing.com

This Personal Services Contract (Agreement) by and between Belozer's Outdoor Enterprises, LLC (Contractor) and Crook County, a political subdivision of the State of Oregon (County), entered into effective the 1st day of July, 2021, authorizes Contractor to carry out and complete the services as described below in consideration of the mutual covenants set forth herein.

RECITALS

WHEREAS, Contractor has decades of training, experience, and success in, and has established broad relationships in the specialized field of wildlife damage management services in Central Oregon;

WHEREAS, coyotes, mountain lions, bears, and other nuisance wildlife are a significant threat to the human health and safety of Crook County, as well as a threat to livestock and other property throughout Crook County; and

WHEREAS, contracts for services performed as an independent contractor in a professional capacity and contracts for services of a specialized nature are personal service contracts and not public contracts for the purposes of ORS Chapters 279A, 279B, 279C and CCC 3.12 under Crook County Code 3.12.110.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, and obligations contained herein, the parties agree as follows:

1. **PROJECT:** Contractor shall provide wildlife damage management services to manage and mitigate threats to human health and safety and property (the "Project"), as more thoroughly described in Exhibit D.
2. **DURATION:** This Agreement shall run from the date this Agreement is effective ("effective date") through June 30, 2023, unless terminated or extended according to the provisions of this Agreement.
3. **SCOPE OF SERVICES:** Contractor will perform the services as described in Exhibit D, attached hereto.
4. **FEE FOR SERVICES:** Contractor's fee for the services identified in Exhibit D to this Agreement shall be: FIFTY-FOUR THOUSAND and no/100 Dollars (\$54,000.00) per year, billed quarterly.

5. **EXTRA SERVICES:** Contractor may also perform Extra Services (services not specified in the Scope of Services), provided Contractor and County have agreed in advance and in writing to the scope and fees for such Extra Services.

6. **EXHIBITS:** The following documents which are attached to this Agreement are incorporated herein and by this reference made part hereof:

- Exhibit A: Required Terms for All Public Contracts
- Exhibit B: Independent Contractor Status
- Exhibit C: Protected Information
- Exhibit D: Scope of Services

7. **TAX DUTIES AND LIABILITIES:** Contractor shall be responsible for all taxes applicable to any payments received pursuant to this Agreement and is currently and will remain fully compliant with tax laws, as certified in Exhibit A. County shall not withhold, pay, or in any other manner be responsible for payment of any taxes on behalf of Contractor.

8. **SUBMITTAL OF W-9 BEFORE PAYMENT:** Contractor must provide County with a fully completed W-9 form upon execution of the Agreement and prior to beginning services. Contractor will not be paid until a fully completed W-9 form is submitted.

9. **REIMBURSEMENT OF EXPENSES:** Contractor shall not be entitled to reimbursement by County for any expenses incurred by Contractor unless otherwise agreed in writing.

10. **PAYMENT BY COUNTY:** Unless otherwise agreed to within this Agreement, County will pay invoices on the 10th or 25th days of the month based upon date the invoice is received.

11. **INDEMNIFICATION AND HOLD HARMLESS:** The Contractor shall assume all responsibilities for the work, and bear all losses and damages directly or indirectly resulting to the Contractor, the County, or to others on account of the character or performance of the work, unforeseen difficulties, accidents, or any other cause whatsoever. The Contractor shall assume defense of, indemnify and save harmless the County, its officials, agents, and employees from all claims, liability, loss, damage and injury of every kind, nature and description, directly or indirectly resulting from activities in the performance of the Agreement, the ownership, maintenance or use of motor vehicles in connection therewith, or the acts, omissions, operations, or conduct of the Contractor or any subcontractor under the Agreement or any way arising out of the Agreement, irrespective of whether any act, omission or conduct of the County connected with the Agreement is a condition or contributory cause of the claim, liability loss, damage or injury and irrespective of whether act, omission, or conduct of the Contractor or subcontractor is merely a condition rather than a cause of a claim, liability, loss damage or injury. The Contractor shall not be liable for nor be required to defend or indemnify, the County relative to claims for damage or damages resulting solely from acts or omissions of the County, its officials, agents or employees. The absence of or inadequacy of the liability insurance required in section 15 below shall not negate Contractor's obligations in this paragraph.

12. **CONTRACTOR STATUS:** Contractor certifies it is a "Contractor" under ORS 670.600 and relevant law as it pertains to this contract and as further described in incorporated Exhibit B.

13. CONFORMANCE WITH OREGON PUBLIC CONTRACT LAWS: Contractor shall fully comply with Oregon law for public contracts, as more fully set forth in the Exhibits.

14. TERMINATION:

- 14.1. Either party may terminate this Agreement after giving thirty days' prior written notice to the other of intent to terminate without cause. The parties shall deal with each other in good faith during the thirty-day period after notice of intent to terminate without cause has been given;
- 14.2. With reasonable cause, either party may terminate this Agreement effective immediately after giving written notice of termination for cause. Reasonable cause shall include material violation of this Agreement or any act exposing the other party to liability to others for personal injury or property damage;
- 14.3. Notwithstanding any other provision of this Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until the Crook County Court appropriates funds for this Agreement in County's budget for such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated.

15. INSURANCE:

- 15.1. GENERAL INSURANCE: Contractor shall maintain in force for the duration of this agreement a Commercial General Liability insurance policy written on an occurrence basis with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury or property damage. The policy will contain a "per project" Aggregate endorsement. Automobile Liability (owned, non-owned and hired) insurance with limits not less than \$2,000,000 per occurrence shall be maintained. The County, its employees, officials and agents will be named as an Additional Insured where operations are being conducted related to this Agreement, on the General Liability policy as respects to work or services performed under this Agreement to the extent that the death or bodily injury to persons or damage to property arises out of the fault of Contractor or the fault of Contractor's agents, representatives or subcontractors. This insurance will be primary over any insurance the County may carry on its own. Contractor understands that County is a public entity subject to the requirements of the Oregon Governmental Tort Claims Act, ORS 30.260 et seq. In the event that County's financial obligations or liabilities are modified by any amendment to the liability limits imposed by the Oregon Governmental Tort Claims Act, Contractor agrees that the limits regarding liability insurance set forth in this section 15.1 will be modified to conform to such limits. Contractor and County shall sign an amendment to this Agreement incorporating such modification.
- 15.2. WORKERS' COMPENSATION: Contractor shall provide and maintain workers' compensation coverage with limits not less than \$500,000 for its employees, officers, agents, or partners, as required by applicable workers' compensation laws as defined in ORS 656.027 and ORS 701.035(5). If Contractor is exempt from coverage, a written statement signed by Contractor so stating the reason for exemption shall be provided to the County.
- 15.3. EVIDENCE OF INSURANCE COVERAGE: Evidence of the required insurance coverages issued by an insurance company satisfactory to the County shall be provided to

the County by way of a County approved certificate of insurance before any work or services commence.

15.3.1. NOTICE OF CANCELLATION OR MATERIAL CHANGE IN

COVERAGE: The certificate of insurance shall contain a requirement that the insurance company notify the County 30 days prior to any cancellation or material change in coverage. If the approved insurance company will not provide this 30-day notice, Contractor shall provide written notice to County within 2 calendar days after Contractor becomes aware that its coverage has been canceled or has been materially changed. Regardless of what circumstances caused Contractor's insurance coverage to cease or be modified, it is Contractor's responsibility to notify County. Failure to maintain proper insurance or provide notice of cancellation or modification shall be grounds for immediate termination of this contract.

15.4. EQUIPMENT AND MATERIAL: Contractor shall be responsible for any loss, damage, or destruction of its own property, equipment, and materials used in conjunction with the work.

15.5. SUBCONTRACTOR: The Contractor shall require all subcontractors to provide and maintain general liability, auto liability, professional liability (as applicable), and workers' compensation insurance with coverage's equivalent to those required of the general contractor in this Agreement. Contractor shall require certificates of insurance from all subcontractors as evidence of coverage.

15.6. EXCEPTION OR WAIVERS: Any exception or waiver of these requirements shall be subject to review and approval from the County.

16. GENERAL PROVISIONS:

16.1. ENTIRE AGREEMENT: This Agreement signed by both parties is the final and entire agreement and supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives

16.2. AMENDMENTS: The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, without prior written approval of County. No modification of this Agreement shall bind either party unless reduced to writing and subscribed by both parties, or ordered by a Court.

16.3. ASSIGNMENT/SUBCONTRACT: Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this agreement, in whole or in part without written approval of County.

16.4. SUB-AGREEMENTS: If this project is funded in whole or in part with grant funds received by County, Contractor, as a sub-recipient of those funds, shall fully comply with all applicable terms, conditions, and requirements of the Grant Agreement, including but not limited to procurement regulations, property and equipment management and records, indemnity, and insurance provisions.

16.5. NON-EXCLUSIVITY: Nothing in this agreement shall prevent Contractor from entering into separate agreements with other entities for the same or similar services provided for under this agreement.

- 16.6. **SUCCESSORS IN INTEREST:** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement and their respective successors and assigns.
- 16.7. **AUTHORIZED SIGNATURES REQUIRED:** Only those persons authorized by the Crook County Purchasing Rules and Procedures may enter into a binding agreement or contract, including a purchase order, for the purchase or sale of goods or services on the part of the County. All persons doing business with the County shall be responsible for being familiar with the Crook County Purchasing Rules and Procedures and for ensuring that the person purporting to act for the County has been duly authorized.
- 16.8. **NO ENCUMBRANCES:** Any property delivered or granted to County under this Agreement, and Contractor's Services rendered in the performance of Contractor's obligations under this Agreement, shall be provided to County free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.
- 16.9. **NO AUTHORITY TO BIND CROOK COUNTY:** Contractor has no authority to enter into contracts on behalf of County. This Agreement does not create a partnership between the parties.
- 16.10. **HOW NOTICES SHALL BE GIVEN:** Any notice given in connection with this Agreement must be in writing and be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address as stated on the work authorization or to Crook County at 300 NE 3rd Street, Prineville, OR 97754, attention "Legal Department."
- 16.11. **GOVERNING LAW AND VENUE:** Any dispute under this Agreement shall be governed by Oregon law, with venue being located in Crook County, Oregon.
- 16.12. **SEVERABILITY:** If any provision of this Agreement is declared by a court 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 the Agreement did not contain the particular provision held to be invalid.
- 16.13. **ACCESS TO RECORDS:** County and its duly authorized representatives shall have access to books, documents, papers, and records of Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts.
- 16.14. **CONFIDENTIALITY:** During the course of performance of work under this Agreement, Contractor may receive information regarding organizations and County's business practices, employees, clients, etc. Contractor agrees to maintain the confidentiality of such information and to safeguard such information against loss, theft or other inadvertent disclosure.
- 16.15. **FEDERAL EMPLOYMENT STATUS:** In the event payment made pursuant to this Agreement is to be charged against federal funds, Contractor hereby certifies that it is not currently employed by the Federal Government and the amount charged does not exceed Contractor's normal charge for the type of services provided.
- 16.16. **COMPLIANCE WITH ALL GOVERNMENT REGULATIONS:** Contractor shall comply with all Federal, State and local laws, codes, regulations and ordinances applicable

to the work performed under this Agreement. Failure to comply with such requirements shall constitute a breach of contract and shall be grounds for termination of this Agreement. Damages or costs resulting from noncompliance shall be the sole responsibility of Contractor.

- 16.17. FORCE MAJEURE: Neither party to this Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. County may terminate this Agreement upon written notice after determining such delay or default will unreasonably prevent successful performance of the Agreement.
- 16.18. RIGHTS IN DATA: All original written material, including programs, card decks, tapes, listings, and other documentation originated and prepared for County pursuant to this Agreement, shall become exclusively the property of County. The ideas, concepts, know-how, or techniques developed during the course of this Agreement by Contractor personnel can be used by either party in any way it may deem appropriate. Material already in Contractor's possession, independently developed by Contractor, outside the scope of this Agreement, or rightfully obtained by Contractor from third parties, shall belong to Contractor. This Agreement shall not preclude Contractor from developing materials which are competitive, irrespective of their similarity to materials which might be delivered the County pursuant to this Agreement. Contractor shall not, however, use any written materials development under this Agreement in developing materials for others, except as provided in this section.
- 16.19. ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT: In the event of any claim or suit against County on account of any alleged patent or copyright infringement arising out of the performance of this Agreement or out of the use of any material furnished or work or services performed hereunder, Contractor shall defend County against any such suit or claim and hold County harmless from any and all expenses, court costs, and attorney's fees in connection with such claim or suit.
- 16.20. EQUIPMENT, TOOLS, MATERIALS, AND/OR SUPPLIES: Contractor will provide all equipment, tools, materials or supplies necessary to fulfill Contractor's obligations under the terms of this Agreement.
- 16.21. ATTORNEY FEES: In the event an action, lawsuit, or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall bear its own attorney fees, expenses, costs, and disbursements for said action, lawsuit, proceeding, or appeal.
- 16.22. WAIVER: The failure of either party at any time or from time to time to enforce any of the terms of this Agreement shall not be construed to be a waiver of such term or of such party's right to thereafter enforce each and every provision of the Agreement.

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16.23. COUNTERPARTS: This Personal Services Contract may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together shall constitute one in the same instrument. Facsimiles and electronic transmittals of the signed document shall be binding as though they were an original of such signed document.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective the date first set forth above.

For Contractor

Belozier's Outdoor Enterprises, LLC

By: Jon Belozier
Signature

Jon Belozier
Printed Name

Title: Owner

Date: 4/19/2021

For Crook County

CROOK COUNTY COURT
Seth Crawford
Seth Crawford, County Judge

Date: 4-21-21

Jerry Brummer
Jerry Brummer, County Commissioner

Date: 4-21-21

Brian Barney
Brian Barney, County Commissioner

Date: 4/21/2021

EXHIBIT A
REQUIRED TERMS FOR ALL PUBLIC CONTRACTS

1. PAYMENTS AND DEBTS:

- 1.1. Contractor shall promptly, as due, make payment to:
 - 1.1.1. Any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that Contractor collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for the services;
 - 1.1.2. All persons supplying to Contractor labor or material for the performance of the work provided for in the Agreement;
 - 1.1.3. All contributions or amounts due the Industrial Accident Fund from Contractor or subcontractor incurred in the performance of this Agreement; and
 - 1.1.4. The Department of Revenue all sums withheld from employees under ORS 316.167.
- 1.2. Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished under this Agreement.

2. EMPLOYEES:

- 2.1. Contractor and subcontractors shall either be employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
- 2.2. Contractor shall comply with the prohibition on wage discrimination of ORS 652.220; failure to do so is a material element of the contract and a breach that entitles County to terminate this Agreement for cause.
- 2.3. For all work under this Agreement, Contractor may not employ an employee for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or when the public policy absolutely requires otherwise, and in such cases, Contractor shall pay the employee at least time-and-a-half pay for:
 - (a) All overtime in excess of eight hours in any one day or 40 hours in any one week if the work week is five consecutive days, Monday through Friday; or all overtime in excess of 10 hours in any one day or 40 hours in any one week if the work week is four consecutive days, Monday through Friday; and
 - (b) All work the employee performs on Saturday and on any legal holiday specified in ORS 279B.020;
- 2.3.1. If this Agreement is for services, Contractor shall pay employees at least time-and-a-half pay for work the employees perform under this Agreement on the legal holidays specified in a collective bargaining agreement or in 279B.020 (1)(b)(B) to (G) and for all time the employees work in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater;
- 2.3.2. If this Agreement is for personal services, as described in ORS 279A.055, Contractor shall pay its employees who work under this Agreement at least time-and-a-half for all overtime the employees work in excess of 40 hours in any one week, unless said employees are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime;
- 2.3.3. If this Agreement is for services at a county fair, or for another event that Crook County Fair Board authorizes, Contractor shall pay employees who work under this Agreement at least time-and-a-half for work in excess of 10 hours in any one day or 40 hours in any one week.
- 2.4. Contractor may not prohibit any of Contractor's employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person and may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits or other compensation with another employee or another person.
- 2.5. Contractor shall give notice in writing to employees who work under this Agreement, either at the time of hire or before work begins on the Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that Contractor may require the employees to work.

3. OTHER PROVISIONS:

- 3.1. By executing this Agreement, Contractor represents and warrants that it has complied with the tax laws of this state or a political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318; Contractor further covenants to continue with said compliance during the term of this Agreement. Noncompliance with this provision is a default for which County may terminate the Agreement, in whole or part, and seek damages under the terms of this Agreement or applicable law.
- 3.2. If this Agreement involves lawn and landscape maintenance, Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.

EXHIBIT B

INDEPENDENT CONTRACTOR STATUS

Contractor states and represents that contractor is an Independent Contractor as that term is defined in Oregon Revised Statute 670.600 and more specifically represents, states and agrees that in providing the services and scope of work specified in this Agreement:

1. Contractor provides services for remuneration; and
2. Contractor is free from direction and control over the means and manner of providing the services and scope of work subject only to the right of County to specify the desired results; and
3. Contractor is customarily engaged in an independently established business; and
4. Contractor is licensed within the state of Oregon to provide any services for which a license is required under ORS Chapter 671 or 701 and is responsible for obtaining other licenses or certificates necessary to provide the service or scope of work; and
5. Contractor complies with at least three of the following requirements:
 - (a) A business location is maintained that is separate from the business or work location of County; or is in a portion of the Contractor's residence and that portion is used primarily for the business.
 - (b) The Contractor bears the risk of loss related to the provision of services or scope of work such as entering into a fixed price contract, defective work is required to be corrected, the services provided are warranted or indemnification agreements, liability insurance and performance bonds and errors and omissions insurance are provided.
 - (c) Contracted services for two or more different persons or entities within a twelve month period have been obtained, or routinely engaged in business advertising, solicitation, or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
 - (d) Significant investment in the business has been made such as purchasing tools or equipment, paying for premises or facilities where services are provided, paying for licenses, certificates or specialized training.
 - (e) Possesses authority to hire other persons to assist in providing their services and has the authority to fire those persons.
6. Contractor will immediately inform County in the event that it fails to conduct its services in one or more particulars as represented in 1 through 5 above.

EXHIBIT C

PROTECTED INFORMATION

If Contractor obtains any personal information as defined in ORS 646A.602(11) related to this Agreement or concerning any County employee, Contractor agrees to provide appropriate safeguards to protect the security of this information. Contractor shall have provided appropriate safeguards by meeting or exceeding the requirements stated in ORS 646A.622. Furthermore:

1. **“Protected Information”** shall be defined as *data or information* that has been designated as private or confidential by law or by the County. Protected Information includes, but is not limited to, employment records, medical records, personal financial records (or other personally identifiable information), trade secrets, and classified government information. To the extent there is any uncertainty as to whether any data constitutes Protected Information, the data in question shall be treated as Protected Information until a determination is made by the County or proper legal authority.
2. **Data Confidentiality.** Contractor shall implement appropriate measures designed to ensure the confidentiality and security of Protected Information, protect against any anticipated hazards or threats to the integrity or security of such information, protect against unauthorized access or disclosure of information, and prevent any other action of unauthorized disclosure that could result in substantial harm to the County or an individual identified with the data or information in Contractor’s custody or access.

To the extent that Contractor may have access to County protected health information (as the same is defined in the privacy regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended, and the implementing regulations known and referred to as Privacy Rule, Security Rule, Enforcement Rule and Breach Notification Rule, referred to herein collectively as “HIPAA”), Contractor agrees to protect such information in compliance with HIPAA and represents that it has the processes, systems and training to assure compliance with the same.

3. **Data and Network Security.** Contractor agrees at all times to maintain commercially reasonable network security that, at a minimum, includes: network firewall provisioning, intrusion detection/prevention and periodic third party penetration testing. Likewise Contractor agrees to maintain network security that at a minimum conforms to current standards set forth and maintained by the National Institute of Standards and Technology, including those at: <http://checklists.nist.gov/repository>. Contractor agrees to protect and maintain the security of data with protection security measures that include maintaining secure environments that are patched and up to date with all appropriate security updates as designated by a relevant authority.
4. **Security Breach.** In the unlikely event of a security breach or issue, Contractor will notify the appropriate County contact no later than one hour after they are aware of the breach. Contractor will be responsible for all remedial action necessary to correct the breach; provided however, that Contractor will not undertake litigation on behalf of the County without prior written consent.
5. **Data Storage and Backup.** Contractor agrees that any and all County data will be stored, processed, and maintained solely on designated servers and that no County data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of the Contractor's designated backup and recovery processes. All servers, storage, backups, and network paths utilized in the delivery of the service shall be contained within the states, districts, and territories of the United States unless specifically agreed to in writing by a County officer with designated data, security, or signature authority. An appropriate officer with the necessary authority can be identified by the County Information Security Officer for any general or specific case.

Contractor agrees to store all County backup data stored as part of its backup and recovery processes in encrypted form, using no less than AES 256.

6. **Data Re-Use.** Contractor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in the Agreement. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor. Contractor further agrees that no County data of any kind shall be revealed, transmitted, exchanged or otherwise passed to other Contractor or interested parties except on a case-by-case basis as specifically agreed to in writing by a County officer with designated data, security, or signature authority.
7. **PCI Compliance.** Contractor agrees to comply with PCI DSS (Payment Card Industry Data Security Standard). As evidence of compliance, Contractor shall provide upon request a current attestation of compliance signed by a PCI QSA (Qualified Security Assessor).
8. **End of Agreement Data Handling.** Contractor agrees that upon termination of this Agreement it shall erase, destroy, and render unreadable all County data in its entirety in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities, and certify in writing that these actions have been completed within 30 days of the termination of this Agreement or within 7 days of the request of an agent of County whichever shall come first.
9. **Mandatory Disclosure of Protected Information.** If Contractor becomes compelled by law or regulation (including securities' laws) to disclose any Protected Information, Contractor will provide County with prompt written notice so that County may seek an appropriate protective order or other remedy. If a remedy acceptable to County is not obtained by the date that Contractor must comply with the request, Contractor will furnish only that portion of the Protected Information that it is legally required to furnish, and the Contractor shall require any recipient of the Protected Information to exercise commercially reasonable efforts to keep the Protected Information confidential.
10. **Remedies for Disclosure of Confidential Information.** Contractor and County acknowledge that unauthorized disclosure or use of the Protected Information may irreparably damage County in such a way that adequate compensation could not be obtained from damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of any Protected Information shall give County the right to seek injunctive relief restraining such unauthorized disclosure or use, in addition to any other remedy otherwise available (including reasonable attorneys' fees). Contractor hereby waives the posting of a bond with respect to any action for injunctive relief. Contractor further grants County the right, but not the obligation, to enforce these provisions in Contractor's name against any of Contractor's employees, officers, board members, owners, representatives, agents, contractors, and subcontractors violating the above provisions.
11. **Non-Disclosure.** Contractor is permitted to disclose Confidential Information to its employees, authorized subcontractors, agents, consultants and auditors on a need-to-know basis only, provided that all such subcontractors, agents, consultants and auditors have written confidentiality obligations to both Contractor and County.
12. **Criminal Background Check.** County shall perform criminal background checks on all talent assigned to this project before a person is allowed to work on any of the County's Criminal Justice Information System (CJIS) protected data, software systems or facilities.
13. **Survival.** The confidentiality obligations shall survive termination of any agreement with Contractor for a period of ten (10) years or for so long as the information remains confidential, whichever is longer and will inure to the benefit of County.

EXHIBIT D

SCOPE OF SERVICES

OVERVIEW

Contractor will provide professional wildlife management services to reduce, manage, or control damage to property or threats to human health and safety from coyotes, mountain lions, bears, and nuisance wildlife. Contractor will prioritize the protection of human life above all other concerns. Before taking any action, Contractor will make a determination that such action is in compliance with all federal, state, and local laws. Lethal management efforts will be directed towards specific offending individuals or local populations. Method selection will be based on an evaluation of selectivity, humaneness, human safety, effectiveness, legality, and practicality.

SPECIFIC DUTIES

- Contractor will confer with County to develop a wildlife damage management (WDM) plan that addresses the specific needs of County.
- Contractor will provide verbal or written advice, recommendations, information, demonstrations, or training to County and resource/property owners to use in managing wildlife damage problems.
- When the resource/property owners' efforts and technical assistance are inadequate, Contractor will apply direct management techniques, including trap equipment, shooting, aerial hunting, and other mutually agreed upon methods. Contractor will obtain written approval from the property/resource owner or lessee, on forms approved by County Counsel, before initiating any direct management techniques. Contractor will email copies of landowner approval forms to County without delay once executed.
- Contractor will cooperate with County, Oregon Department of Fish and Wildlife, Oregon Department of Agriculture, US Fish and Wildlife Service, Oregon Department of Transportation, Crook County Fire and Rescue, city governments, and other entities to assure compliance with Federal, State, and local laws, regulations, and ordinances.
- Contractor will reply to all requests from County and property/resource owners and lessees as soon as reasonably possible or within 24 hours. Contractor will prioritize direct management actions to those that protect human health and safety, regardless of location.

REPORTING DUTIES

At the expiration of each quarter, along with the invoice, Contractor will provide a report on the overall success of services performed, and a brief outline of anticipated services required and general or logistical concerns for the upcoming quarter such that County is fully informed on the state of wildlife damage needs in County. The report on services performed shall include at least a summary of the following:

- resource/property owners and lessees that received technical assistance and direct management;
- approximate number of predatory and nuisance wildlife treated;
- an estimate of property or other damage caused;
- approximate time spent in County; and
- details on any exceptional or noteworthy events, including but not limited to threats to human health and safety.



BLACK BEAR and/or COUGAR AGENT APPOINTMENT AGREEMENT

To: Jonathan Belozer
83800 Hwy 216
Maupin, OR 97037

Date: 8/30/21

Dear Mr. Belozer:

This agreement appoints you as an agent of the State of Oregon, Department of Fish and Wildlife pursuant to ORS 498.164(3) for the purpose of pursuing black bear and/or cougar with dogs in an official capacity. This agreement retains your services for the purpose of {insert short summary of purpose), as more specifically described in the Description of Work below. This agreement takes effect on the date when both you and ODFW have signed this document. Unless extended or terminated earlier in accordance with the terms of this agreement, the agreement will terminate on August 1, 2031.

As the State's agent, you specifically agree that:

1. When assigned by ODFW, you will follow all instructions from ODFW. When in doubt about ODFW instructions, you will seek directions from ODFW.
2. When pursuing black bear or cougar on assignment by ODFW, you will enter only those properties where the landowner or landowner's agent has granted permission.
3. When acting at the direction of ODFW, you will implement ODFW's management programs consistent with the Fish and Wildlife Commission's Black Bear or Cougar Management Plans.
4. You will not hunt or pursue other wildlife while pursuing black bear or cougar on ODFW's behalf under this agreement.
5. You will promptly inform ODFW of any arrest, conviction or citation occurring since you applied for appointment. This agreement will be suspended immediately pending disposition of any arrest or citation.
6. You will comply with any safety and health rules specified by ODFW for the work called for under this agreement.
7. This appointment conveys no rights or privileges other than those specifically described in this agreement.
8. If this agreement is terminated, you will return to ODFW any equipment or supplies provided by ODFW.
9. You will defend, save, hold harmless and indemnify the State of Oregon, ODFW and their officers, employees and agents from and against any and all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorneys fees, resulting from, arising out of, or relating to your activities under this agreement.
10. You will not receive any monetary compensation from ODFW for this work.

This agreement terminates immediately if:



This agreement terminates immediately if:

- i. You are convicted of a felony;
- ii. You are convicted of any violation of animal cruelty, animal abuse or domestic abuse laws;
- iv. You are convicted of a crime involving illegal drugs or alcohol abuse;
- v. You are convicted of any violation of the wildlife laws;
- vi. You can no longer legally operate motor vehicles in Oregon;
- vii. ODFW determines that you are not trustworthy, that you have failed to carefully obey all directions from ODFW, that you have violated any provision of this agreement, that you have engaged in conduct that reflects poorly on ODFW, or that your appointment as an agent no longer is in the best interests of the State.

Either you or ODFW may terminate this agreement for any reason upon 30 days written notice. This agreement may be amended only by a written amendment signed by you and ODFW.

Description of Work

Project Name: Statewide Bear and Cougar agent

Dates of Project: Entire year

Location of Project (list pertinent landowner(s): Heppner, Prineville, Deschutes, Dalles districts. All of the rest of Oregon with pre approval of local district biologist or local watershed manager. All public lands as well as private lands with landowner permission.

Work to be done as ODFW's agent (be specific as to what, when, where and how work will be performed, disposition of carcasses, etc.)

Equipment Needed/Provided:

The Agent Agrees to Provide the Following:

Vehicle (list by model & license #): Ford F450 007-MSY

Firearm(s) (list by model & serial #): Mossberg 894 .357 mag. Rifle

ATV's (list by model & serial #): Honda Fourtrax 4x4

Snowmobiles (list by model & license #):

Tracking Dogs (list by name/license #): Summer, Louisa, Button, Derby, Agnes, Bonnie, Sig-

Bessie, Chili, Ranger, Chick, Cholla, KI, Lima, badge, Cedar Ann, Piston, Samudge, Kit, Slim.

Dog Related Equipment (dog boxes, sleds, tracking collars, receivers, etc): 2 Alphas 100s

21 #15 tracking collars, 15 Johnson tracking collars, horse rack for F450,

The Department Agrees to Provide the Following: 4 saddle mules/horses with all tack & gear.



Vehicle (list by license #) As needed

Firearm(s) (list by model & serial #): _____

ATV's (list by model & property #): As needed

Snowmobiles (list by model & property #): As Needed

Other: _____

Agent JR Date: 8/28/21

ODFW Biologist [Signature] Date: 11-9-21

EXTENSION TO PROFESSIONAL SERVICES CONTRACT

This Extension to Professional Services Contract ("Extension") is entered into this 19th day of April 2023 and effective July 1, 2023, by and between Crook County, a political subdivision of the State of Oregon (hereinafter "County"), and Belozer's Outdoor Enterprises, LLC, (hereinafter "Contractor").

RECITALS

WHEREAS, on April 21, 2021, County and Contractor entered into a Professional Services Contract (hereinafter "Agreement") for wildlife damage management services; and

WHEREAS, County and Contractor desire to extend the term of the Agreement an additional two years to June 30, 2025.

AGREEMENT

NOW, THEREFORE, in consideration of the promises set forth herein, the parties to this Extension agree as follows:

1. **Term.** The Agreement is hereby extended an additional two years to expire on June 30, 2025.
2. **Reaffirmation of Professional Services Contract.** Except as modified by this Extension, all terms and conditions of the Agreement are reaffirmed and remain unmodified and in full force and effect.
3. **Counterparts.** This Extension may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together shall constitute one in the same instrument. Facsimiles and electronic transmittals of the signed document shall be binding as though they were an original of such signed document.

IN WITNESS WHEREOF, the parties have executed this Extension to be effective the date first set forth above.

BELOZER'S OUTDOOR ENTERPRISES,
LLC

BY: Jon Belozer

Jon Belozer
Print Name

TITLE: Jon Belozer

DATE: 04 / 10 / 2023

CROOK COUNTY

Seth Crawford
Seth Crawford, County Judge

Jerry Brummer
Jerry Brummer, County Commissioner

Brian Barney
Brian Barney, County Commissioner
Date: 4/19/23



United States
Department of
Agriculture

Wildlife Services

6035 NE 78th Ct.
Suite 100
Portland, OR 97218

Date January 17, 2024

Crook County Court
300 NE 3rd St
Prineville, OR 97554

Subject: FY 2024-2025 Wildlife Services Budget Request

Dear Judge Crawford and Commissioners Hermreck and Barney,

USDA-APHIS-Wildlife Services Oregon (WS-Oregon) has been requested by the Crook County Wolf Compensation Committee to provide the county with a cost estimate for a USDA Wildlife Specialist to assist Crook County. WS-Oregon is eager and willing to assist Crook County and its residents to the best of our ability.

Per their request, we are providing the following two options for your review. Under both options the USDA specialist would be available to assist the county residents with a wide range of wildlife issue. Historically in Crook County we assisted with bear, mountain lion, coyote, raven, skunk, fox, and beaver conflicts as well and other not as common species. With wolves dispersing further into central Oregon we are also able to assist with this potential conflict. WS Oregon has been working closely with USFWS, ODFW, NRCS, Western Landowner Alliance, and others around the state to reduce conflicts between livestock producers and wolves and we are able to expand that collaboration with Crook County.

Option one, would be equivalent to the level of service the county had a few years back with that of a **half-time employee**. The cost to the county for this option would be **\$72,500** for a year of services. This would equate to approximately 1,044 hours of a specialist time along with all other related costs to keep the employee going.

Option two, would be for a **full-time employee** and would cost the county **\$145,000** for a year of service. This would equate to approximately 2,088 hours of a specialist's time and the associated employee costs.

As some of you will remember WS-Oregon does cost share with counties with the federal and State money we receive. The current process for these cost shares is divided out to counties based on the amount that was bill in the previous year to each county. Because Crook was not in the program this year, the full cost for an USDA employee would need to be provided fully by the county.

Thank you for reaching out to the USDA-APHIS-Wildlife Services program. WS-Oregon looks forward to providing service. Should you have any questions please contact myself at (541) 963-7947 or the Oregon Acting State Director Kevin Christensen (503) 329-9819.

Sincerely,

Shane Koyle
Eastern Oregon District Supervisor

Attachments: Financial Plan Crook County Half-time Employee
Financial Plan Crook County Full-time Employee

CC: Branden Pursinger, AOC Legislative Manager

FINANCIAL PLAN
 For the disbursement of funds from
CROOK COUNTY -
 to
USDA APHIS Wildlife Services
 for
Predator Management
 Cost for one **half-time** specialist for one year

Cost Element		Full Cost
Personnel Compensation	\$	42,407.28
Travel	\$	264.00
Vehicles	\$	6,004.31
Other Services	\$	2,940.00
Supplies and Materials	\$	4,403.68
Equipment	\$	1,000.00

Subtotal (Direct Charges)	\$	57,019.27
Pooled Job Costs	11.00%	\$ 6,272.12
Indirect Costs	16.15%	\$ 9,208.61
Aviation Flat Rate Collection		\$ -
Agreement Total	\$	72,500.00

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed: \$72,500.00

FINANCIAL PLAN
 For the disbursement of funds from
CROOK COUNTY -
 to
 USDA APHIS Wildlife Services
 for
 Predator Management
 Cost for one **full-time** specialist for one year

Cost Element	Full Cost	
Personnel Compensation	\$	84,814.56
Travel	\$	513.00
Vehicles	\$	12,008.61
Other Services	\$	5,880.00
Supplies and Materials	\$	8,822.37
Equipment	\$	2,000.00

Subtotal (Direct Charges)	\$	114,038.54	
Pooled Job Costs	11.00%	\$	12,544.24
Indirect Costs	16.15%	\$	18,417.22
Aviation Flat Rate Collection		\$	-
Agreement Total	\$	145,000.00	

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed: \$145,000.00



Agenda Item Request

Date:

January 24, 2024

Meeting date desired:

January 31, 2024

Subject:

Public comment opportunities and options at County Court meetings

Background and policy implications:

Presently the County Court meetings include public comment opportunities at the beginning of the meeting and during any public hearings scheduled at County Court meetings. At the Court's last regular meeting a citizen requested the Court consider providing an opportunity to comment at the end of the meetings. Attached are three alternatives for discussion, including the present alternative, the addition of comment at the end of the meeting, and an alternative that includes comment for items not on the agenda at the beginning of the meeting and public comments during the meeting for items on the agenda after staff reports for each given item.

Budget/fiscal impacts:

Nominal

Requested by:

Susan Hermreck, County Commissioner

Presenters:

Discussion item

Attachments:

Table of alternatives with pros and cons for each

Public Comment Alternatives at County Meetings

Alternative	Pros	Cons
Public comment at the beginning of the meeting	<ul style="list-style-type: none"> • Allows the public to express their views early in the meeting, ensuring their voices are heard. • Provides a clear structure to the meeting with public input upfront. 	<ul style="list-style-type: none"> • Public may not have all the information on agenda items if comments are made before staff reports. • The public might not stay for the entire meeting, missing out on crucial agenda items discussed later.
<p>Public comment for items not on the agenda at the beginning of the meeting.</p> <p>Public comment for items on the agenda, after staff reports are presented.</p>	<ul style="list-style-type: none"> • Allows for input on issues that may not be on the agenda, addressing community concerns that might not be covered otherwise. Public has the opportunity to comment after hearing staff reports on agenda items, providing more informed input. 	<ul style="list-style-type: none"> • Could disrupt the flow of the meeting, especially if numerous off-agenda items are brought up, extending the meeting duration. • Public may feel frustrated if their comments on agenda items are not considered before decisions are made.
Public comment at the beginning and end of the meeting	<ul style="list-style-type: none"> • Offers two opportunities for public input, at the start and after all agenda items are discussed, ensuring comprehensive feedback. • Allows public to comment on agenda items both before and after discussion, capturing initial and final thoughts. 	<ul style="list-style-type: none"> • Meeting duration may be extended, potentially causing inconvenience for attendees. • Public comments at the end might not influence decisions already made during the meeting.

CROOK COUNTY HOLIDAY SCHEDULE 2024

2024

New Year's Day	Monday,	January 1, 2024
Martin Luther King, Jr. Day	Monday,	January 15, 2024
Presidents Day	Monday,	February 19, 2024
Memorial Day	Monday,	May 27, 2024
Juneteenth	Wednesday,	June 19, 2024
4 th of July	Thursday,	July 4, 2024
Labor Day	Monday,	September 2, 2024
Veterans Day	Monday,	November 11, 2024
Thanksgiving Holidays	Thursday, Friday,	November 28, 2024 November 29, 2024
Christmas	Wednesday,	December 25, 2024

2025

New Year's Day	Wednesday,	January 1, 2025
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Floating Holiday -- After six (6) months of employment, all full-time employees are also entitled to one (1) floating holiday, to be taken when they choose to do so, with the supervisor's approval. The floating holiday must be taken during the fiscal year, by payroll ending date 6/30/2024.



Agenda Item Request

Date:

January 2, 2024

Meeting dates desired:

January 31, 2024, work session

Subject:

Discuss roles and responsibilities of Court members and County Administrator

Background and policy implications:

The County Court discussed next steps in the governance of the County at its January 10, 2024, work session. It was agreed to review and discuss the roles of the commissioners, judge, and administrator at the next work session.

The last day for non-partisan candidates to file declaration of candidacy is March 12, 2024, and the last day to file a notice of measure election and any required explanatory statement is March 21, 2024. To inform candidates prior to the filing deadline, or to place a measure before voters, the Court will need to act no later than its March 6, 2024, meeting. Additionally, to affect a smooth transition to an appointed County Administrator, a timely decision is needed.

Budget/fiscal impacts:

Pending

Legal Review:

Outside counsel has advised the Court they may make various decisions administratively, such as changing from a County Court to a Board of Commissioners or refer the matter to voters.

Requested by:

Andy Parks, Contract County Administrator

Presenters:

Andy Parks, Contract County Administrator – to introduce and facilitate the discussion.

Attachments

- *January 10, 2023, memo to County Court from Andy Parks; Potential change in governance structure and administrative officer position*
- *Draft roles and responsibilities of County Commissioners and County Judge/Board Chair*
- *Organization structure - present*

COUNTY STRUCTURES

OREGON COUNTY STRUCTURES CHART

Statutory Home Rule - Board Of County Commissioners

Ordinances on any matter of county concern not preempted by state law, have three or five member board of commissioners

COUNTY	FOUNDED	STRUCTURE IN EFFECT	BOARD MEMBERS	FULL TIME CHAIR	COMMISSIONER	AT LARGE COMMISSIONERS	NON-PARTISAN COMMISSIONERS	ELECTED CHAIR	# OF DISTRICTS	ADMINISTRATOR
Baker	1862	1997	3	●	●	All	●	●		Chair
Clackamas	1843	1950	5	●	●	All	●	●		Appointed
Columbia	1854	1971	3	●	●	All	●			
Coos	1853	1961	3	●	●	All	●			
Curry	1855	1969	3	●	●	All	●			
Deschutes	1916	1971	3	●	●	All				Appointed
Douglas	1852	1965	3	●	●	All	●			
Jefferson	1914	1996	3	●	●	All	●			Appointed
Klamath	1882	1965	3	●	●	All	●			
Lake	1874	1971	3	●	●	All				Appointed
Lincoln	1893	1967	3	●	●	All	●			
Linn	1847	1970	3	●	●	All				Appointed
Marion	1843	1963	3	●	●	All				Appointed
Morrow	1885	2017	3	●	●	All	●			Appointed
Polk	1845	1967	3	●	●	All	●			Appointed
Tillamook	1853	1968	3	●	●	All	●			Appointed
Union	1864	1991	3	●	●	All	●			Appointed
Wallowa	1887	1999	3	●	●	All		●		Chair
Wasco	1854	2010	3	●	●	All	●			Appointed
Yamhill	1843	1969	3	●	●	All	●			Appointed

● FULL-TIME ● PART-TIME

Statutory Home Rule - County Courts

Ordinances on any matter of county concern not preempted by state law; original county structure, with judge as county administrator + two commissioners.

COUNTY	FOUNDED	STRUCTURE		BOARD		FULL-TIME		COMMISSIONERS		NON-PARTISAN		JUDGES AS		JURISDICTION	
		IN EFFECT	MEMBERS	JUDGE	MEMBERS	JUDGE	COMMISSIONERS	JUDGE	COMMISSIONERS	JUDGE	ADMINISTRATOR	PROBATE	JUVENILE		
Crook	1882	1882	3	●	●	●	●	●	●	●	●	●	●	●	●
Gilliam	1885	1885	3	●	●	●	●	●	●	●	●	●	●	●	●
Grant	1864	1864	3	●	●	●	●	●	●	●	●	●	●	●	●
Harney	1889	1889	3	●	●	●	●	●	●	●	●	●	●	●	●
Malheur	1887	1887	3	●	●	●	●	●	●	●	●	●	●	●	●
Sherman	1889	1889	3	●	●	●	●	●	●	●	●	●	●	●	●
Wheeler	1899	1899	3	●	●	●	●	●	●	●	●	●	●	●	●

FULL-TIME ● PART-TIME ○

Constitutional Home Rule - Board of County Commissioners

Ordinances on any matter of county concern not preempted by state law, have three or five member board of commissioners and chairs; right of voters to adopt their own form of county government by way of county charter.

COUNTY	FOUNDED	STRUCTURE		BOARD		FULL-TIME		COMMISSIONERS		AT-LARGE		NON-PARTISAN		ELECTED CHAIR		ADMINISTRATOR	
		IN EFFECT	MEMBERS	CHAIR	MEMBERS	CHAIR	COMMISSIONERS	COMMISSIONERS	COMMISSIONERS	COMMISSIONERS	COMMISSIONERS	COMMISSIONERS	COMMISSIONERS	COMMISSIONERS	COMMISSIONERS	COMMISSIONERS	COMMISSIONERS
Benton	1847	1972	3	●	●	●	●	●	●	All	●	●	●	●	●	●	Appointed
Clatsop	1844	1988	5	○	○	○	○	○	○	Chair	●	●	●	●	●	●	Appointed
Hood River	1908	1964	5	●	●	●	●	●	●	Chair	●	●	●	●	●	●	Appointed
Jackson	1852	1978	3	●	●	●	●	●	●	All	●	●	●	●	●	●	Appointed
Josephine	1856	1980	3	●	●	●	●	●	●	All	●	●	●	●	●	●	Appointed
Lane	1851	1962	5	●	●	●	●	●	●	Chair	●	●	●	●	●	●	Appointed
Multnomah	1854	1966	5	●	●	●	●	●	●	All	●	●	●	●	●	●	Chair
Umatilla	1862	1993	3	●	●	●	●	●	●	All	●	●	●	●	●	●	Appointed
Washington	1843	1962	5	●	●	●	●	●	●	All	●	●	●	●	●	●	Appointed

FULL-TIME ● PART-TIME ○ VOLUNTEER ○

Generated by: Association of Oregon Counties

Memo:

To: Seth Crawford, County Judge
Jerry Brummer, County Commissioner
Brian Barney, County Commissioner

From: Andy Parks, GEL Oregon, Inc.

Via: Aaron Landau, Attorney and Shareholder; Harrang Long Gary Rudnick P.C.

Date: November 14, 2022

Re: Comparable information for 10 organizations (nine counties, one city) for Administrative Officer position

I have aggregated a schedule of the qualifications and key responsibilities of the top administrative position for similar size counties and counties with similar growth during the past decade. Additionally, information for the City of Prineville is included. Job descriptions for each position is provided as an attachment so you have complete job descriptions for reference.

Of the ten comparable organizations, County Administrator is the most common position title (5 of 10), although the scope of responsibilities for the position varies widely, from manager level, i.e., full administrative responsibilities, excluding direct supervision/oversight of elected officials serving as department directors, to administrative officer level responsibilities, i.e., oversight of the administrative functions of the government, with varying degrees of participation with other appointed officials. Three counties have an Administrative Officer position, one has a manager position (the city of Prineville) and one (Tillamook County) does not have an administrative officer position.

To gain a better understanding of where the County Court members may be with respect to an administrative officer position as well as the role and responsibilities for the position, a column for Crook County has been provided in the schedule below. Please review the information in this schedule, as well as the full job descriptions for additional context, and provide a rating for each item in the Crook Column. Additional rows are provided at the end of the schedule for additional items you may desire to add and empty rows are provided after various items in the schedule for you to add comments/notes and or questions. Please use the following rating scale to indicate your preference for any given item for inclusion in the job description for an administrative officer position for the County:

1 – Must include; 2 – Desired; 3 – Neutral; 4 – Do not desire; 5 – Must exclude

We will aggregate responses and use the information to help guide future conversations and your decisions.

Schedule of Qualification and Key Responsibilities of Chief Administrative Officer Positions
November 2022

Description	Morrow	Curry	Hood River ¹	Jefferson	Union	Wasco	Tillamook	Polk	Deschutes	Prineville	Crook
Population (000s)	12	23	24	25	26	27	27	87	187	11	25
% Population changes 2010-2020	9%	5%	7%	13%	2%	6%	9%	16%	26%	18%	18%
County rank in Oregon	14	26	18	5	32	23	17	3	1	NA	2
County Manager/Administrator/Officer	CA	CA	CA	CA	AO	AO	-	AO	CA	CM	
Reports to Board of Commissioners (BC), City Council (CC), County Court (C)	BC	BC	BC	BC	BC	BC	BC	BC	BC	CC	
Reporting positions AA - All appointed AD - Administrative; Finance, IT, HR, Buildings/grounds, Risk Management EC - Excludes legal counsel CS – Central Services – admin, personnel, and accounting CD – Community Development CO – Coordinates and integrates activities of all other County departments	AA	AA, EC	AA, EC	CS CD	CS	None	-	CS CO	AD CO	AA	
Qualifications											
Years exp	5	10	-	3	5	5		5	10-12	8	
Education - Degree BS – Bachelor of Science BA – Bachelor of Arts Md – Masters Degree All note business, public administration or related field	BA/BS	BA/BS	BA/BS	BA/BS	BA/BS	BA/BS		BA/BS	Md BA/BS	BA BS	
Additional education preferred – same as degree	Md	Md	-	Md	Md	Md	-	Md	-	-	
Combination of education and experience	Y	N	Y	-	Y	Y	-	Y	N	Y	
Key Admin Functions											
Role with agenda preparation P – Prepare Pa - Participates PM – Prepare and manage A – Assists C - Contributes D – Directs preparation	A	PM	D	C		Pa		C		P	

¹ Hood River County has 5-member board of commissioners

Description	Morrow	Curry	Hood River ²	Jefferson	Union	Wasco	Tillamook	Polk	Deschutes	Prineville	Crook
Drafts resolutions, ordinances and rules upon direction of board D – Drafts W – Works closely with in the development of			D		W					D	
Provides advice and recommendations to the board	Y	Y	Y			Y			Y	Y	
Management analyst – prepares reports and recommendations	Y			Y				Y	Y	Y	
Special projects O – Oversight P – Perform C - Coordinate	C		O C	P C	C	P C		C	O P C	O P C	
Goal development; short- and long-term DF – Directs and facilities development S - Support Board of Commissioners C – Coordinates efforts	S		S			C			DF	DF	
Implement goals – develop objectives and strategies, oversee development of individual department plans in support of board goals. Reporting to board C – Coordinates efforts	Y	Y	Y			Y C			C	Y	
Ensure development of individual department plans-conduct analysis/performance	Y		Y			Y				Y	
Perform executive level duties; organization planning, leadership and administrative work	Y	Y	Y	N		Y			Y	Y	
Collaborate with/facilitate board, department directors; policy, admin support to board	Y	Y	Y			Y		Y	Y	Y	
Facilitates communication and decision making between departments and board	Y		Y			Y		Y	Y	Y	

² Hood River County has 5-member board of commissioners

Description	Morrow	Curry	Hood River ³	Jefferson	Union	Wasco	Tillamook	Polk	Deschutes	Prineville	Crook
Represents County with: M – Media LO – Local organizations LC – Legislative committees PA – Public Agencies PI – Public information to citizens PO – Private organizations CP – Channel public information IG – Intergovernmental relations AC – Advisory committees WS – Website	M PI LO	IG M IP EC LO AC WS	LC PA PO PI CH							All	
Administer foreclosure program	Y	-	-	-	-	-	-	-	-	-	-
Budget Officer	Y	Y	Y	N ⁴	Y	N ⁵	Y	N ³	N ³	Y	
Personnel management FA – Full authority all appointed staff (hire/fire, grievance, approve leave, disciplinary actions, training, etc) administer pay and performance, labor agreements and relations, etc. PA – Authority limited to directors and assigned staff CS – Oversight limited to central services (admin, personnel and accounting) – administer aspects of insurance programs CB – Represents organization in collective bargaining DH – Presides over periodic department head meetings	PA	FA	FA	CS CB	CS CB	CB PA		CS	CS CB DH	FA	
Administrative planning and coordination of day-to-day operations – works closely with elected officials and department heads on specific assignments				Y		Y			Y	Y	
Serve as liaison with elected directors	Y	Y							Y	NA	
Facilitates work sessions					Y					Y	

³ Hood River County has 5-member board of commissioners

⁴ Responsible for preparation and control of budget

⁵ Participates in the preparation with finance manager, develops final recommendations

Description	Morrow	Curry	Hood River ⁶	Jefferson	Union	Wasco	Tillamook	Polk	Deschutes	Prineville	Crook
Responds to various problems identified by the Commissioners, work with department heads to solve specific problems, research, etc.					Y			Y		Y	
Coordinates activity with County counsel, Sheriff, District Attorney and Judges			Y							NA	
Purchasing Agent			Y							Y	
Administrative regulation and policies P – Prepare A – Administers		P		A						P A	
Serve as liaison with Board	Y								Y	Y	
Management of specialized functions ED – Economic Development CG – Contracts and grants RM – Risk management PM – Property management		ED CG RM PM							CG	All	

⁶ Hood River County has 5-member board of commissioners

Memo:

To: Seth Crawford, County Judge
Jerry Brummer, County Commissioner
Brian Barney, County Commissioner

From: Andy Parks, GEL Oregon, Inc.

Date: January 10, 2023

Re: Potential change in governance structure and administrative officer position

Thank you for taking the time to review the materials provided to you, give consideration to the information, form your thinking on the issues, providing your initial thoughts and discussing those with me.

Please find attached an update to the information distributed earlier. Specifically, I aggregated your thoughts for each of the qualifications and key responsibilities of a top administrative position for similar size counties and counties with similar growth during the past decade. Additionally, information for the City of Prineville is included. I also provided a consensus column to indicate where I believe the three of you are aligned, with comments below specific responsibilities to clarify information or note additional discussion is needed and what the discussion may focus on.

At a high level there is consensus to two key issues:

1. Change from a County Court to a Board of Commissioners
2. Incorporate a County Administrator position into the organization

There is also a high degree of consensus around the experience and education requirements for the position and many of the key responsibilities for the position. Where a lack of consensus exists there appears to be a willingness by each of you to discuss the issue further and openness to different approaches.

Responses include Y for yes, N for No, and if numbers are provided, they reflect the following related to the responsibility:

1 – Must include; 2 – Desired; 3 – Neutral; 4 – Do not desire; 5 – Must exclude

I will distribute a draft job description and organization structure this week for your review. I will plan to review the attached schedule, draft job description and draft organization structure in the next week as well as get your thoughts on next steps and process.

Schedule of Qualification and Key Responsibilities of Chief Administrative Officer Positions
January 2023

Description	Morrow	Curry	Hood River ¹	Jefferson	Union	Wasco	Tillamook	Polk	Deschutes	Prineville	Crook	1	2	3	Consensus
Population (000s)	12	23	24	25	26	27	27	87	187	11	25				
% Population changes 2010-2020	9 %	5 %	7 %	13 %	2 %	6 %	9 %	16 %	26 %	18 %	18 %				
County rank in Oregon	14	26	18	5	32	23	17	3	1	NA	2				
County Manager/Administrator/Officer	CM	CM	CM	CM	AO	AO	AO	AO	CM	CM		CA	CA	CA	CA
Reports to Board of Commissioners (BC), City Council (CC), County Court (C)	B C	B C	B C	B C	B C	B C	B C	B C	B C	C C		BC	BC	BC	BC
Reporting positions AA - All appointed AD - Administrative; Finance, IT, HR, Buildings/grounds, Risk Management EC - Excludes legal counsel CS – Central Services – admin, personnel, and accounting CD – Community Development CO – Coordinates and integrates activities of all other County departments	A A	A A E C	A A E C	C S C D	C S	N o n e	-	C S C O	A D C O	A A		CS CO 2	CS EC	AD CO incl ud es leg al	AA*
*Per conversations, each of you desire a CA, with appointed directors to report to the CA, with more direct oversight/coordination of the administrative functions, with one exception, legal. One of you desires legal to report to CA, one would like legal to report to the Board, and one is flexible. This needs further discussion.															
Qualifications															
Years exp	5	10	-	3	5	5		5	10-12	8		5-10	5-10	5-10	5-10
Education - Degree BS – Bachelor of Science BA – Bachelor of Arts Md – Masters Degree All note business, public administration or related field	B A / B S	B A / B S	B A / B S	B A / B S	B A / B S	B A / B S		B A / B S	M d B A / B S	B A B S		BS BA	BS BA	BS BA	BS BA
Additional education preferred – same as degree	M d	M d	-	M d	M d	M d	-	M d	-	-		N	N	N	N
Combination of education and experience	Y	N	Y	-	Y	Y	-	Y	N	Y		Y	Y	Y	Y
Consistent responses, including experience more important than education.															

¹ Hood River County has 5-member board of commissioners

Key Admin Functions	Morrow	Curry	Hood River²	Jefferson	Union	Wasco	Tillamook	Polk	Deschutes	Prineville	Crook	1	2	3	C
Role with agenda preparation P – Prepare Pa - Participates PM – Prepare and manage A – Assists C - Contributes D – Directs preparation	A	P M	D	C		P a		C		P		PM	P C	Pa C A	P
Consensus with preparation. Where there is lack of consensus is final authority over the agenda. There is consensus that Board Chair runs the meeting. There is a lack of consensus that the BC should be the final authority on the agenda. My suggestion is that the CA position prepares and manages the agenda seeking feedback from all board members. If any board member wants an item on the agenda, it stays on the agenda. The CA would decide where on the agenda items go, e.g., consent vs discussion. Additionally, the CA, collaborating with the BC, would periodically modify agenda format. Review/update/modification to agenda format generally occurs at the beginning of the term of a board, if there are any changes to the board members.															
Drafts resolutions, ordinances and rules upon direction of board D – Drafts W – Works closely with in the development of			D		W							W	D	W	W
Provides advice and recommendations to the board	Y	Y	Y			Y			Y	Y		Y	Y	Y	Y
Management analyst – prepares reports and recommendations	Y			Y				Y	Y	Y		Y	Y	Y	Y
Special projects O – Oversight P – Perform C - Coordinate	C		O C	P C	C	P C		C	O P C	O P C		PC	3	C	OP C
After discussions with each of you, I believe the CA in performing their duties would provide oversight to ensure special projects are completed consistent with timing and scope, may coordinate certain projects, e.g., the IT strategic plan presently underway, and in some cases may perform the work. Ideally, performing special projects would be the exception.															
Goal development; short- and long-term DF – Directs and facilities development S - Support Board of Commissioners C – Coordinates efforts	S		S			C			D F	D F		DF	3	S F	SF
Implement goals – develop objectives and strategies, oversee development of individual department plans in support of board goals. Reporting to board C – Coordinates efforts	Y	Y	Y			Y C			C	Y		Y	Y	Y	Y
CA to ensure Board has goals through support and facilitation. CA to implement board goals.															
Ensure development of individual department plans-conduct analysis/performance	Y		Y			Y				Y		Y	Y	Y	Y

² Hood River County has 5-member board of commissioners

Description	Morrow	Curry	Hood River ³	Jefferson	Union	Wasco	Tillamook	Polk	Deschutes	Prineville	Crook	1	2	3	C
CA to ensure individual departments develop plans; ensure board supports; reporting to board on progress. This is a continuation of the incremental progress made during the past few years. This should accelerate.															
Perform executive level duties; organization planning, leadership and administrative work	Y	Y	Y	N		Y			Y	Y		Y	Y	Y	Y
Collaborate with/facilitate board, department directors; policy, admin support to board	Y	Y	Y			Y		Y	Y	Y		Y	Y	Y	Y
Facilitates communication and decision making between departments and board	Y		Y			Y		Y	Y	Y		Y	Y	Y	Y
The above are typical functions for a CA. What needs to be understood is that the CA is facilitating/collaborating between staff and the board, not individual board members.															
Represents County with: M – Media LO – Local organizations LC – Legislative committees PA – Public Agencies PI – Public information to citizens PO – Private organizations CP – Channel public information IG – Intergovernmental relations AC – Advisory committees WS – Website	M P I L O		I G M I P E C L O A C W S							A I		All	All	BC*	pe ndi ng
This requires further discussion. * BC – Board chair															
Administer foreclosure program	Y	-	-	-	-	-	-	-	-	-		N	N	N	N
Budget Officer	Y	Y	Y	N	Y	N	Y	N	N	Y		Y	Y	Y	Y
Personnel management FA – Full authority all appointed staff (hire/fire, grievance, approve leave, disciplinary actions, training, etc) administer pay and performance, labor agreements and relations, etc. PA – Authority limited to directors and assigned staff CS – Oversight limited to central services (admin, personnel and accounting) – administer aspects of insurance programs CB – Represents organization in collective bargaining DH – Presides over periodic department head meetings	P A	F A	F A	C S C B	C S C B	C P A		C S C B D H	C C F A			FA	PA CB DH DR FA	CS DH	FA
The role of individual board members and or the board as a whole in hiring firing decisions needs further discussion. I believe each of you have expressed flexibility in this area.															

³ Hood River County has 5-member board of commissioners

Description	Morrow	Curry	Hood River ⁴	Jefferson	Union	Wasco	Tillamook	Polk	Deschutes	Prineville	Crook	1	2	3	C
Administrative planning and coordination of day-to-day operations – works closely with elected officials and department heads on specific assignments				Y		Y			Y	Y		Y	Y	Y	Y
Serve as liaison with elected directors	Y	Y							Y	N A		2	3	2	2
Facilitates work sessions					Y					Y		3	5	4	N
Consensus that the roles of CA and board would be the same at work sessions as regular meetings.															
Responds to various problems identified by the Commissioners, work with department heads to solve specific problems, research, etc.					Y			Y		Y		Y	Y	Y	Y
Coordinates activity with County counsel, Sheriff, District Attorney and Judges			Y							N A		2	3	3	3
The consensus is for CA to stay informed of court related activities, and ensure board is kept informed.															
Purchasing Agent			Y							Y		2	2	4	2
Per discussion this role would be defined within the County's purchasing policy.															
Administrative regulation and policies P – Prepare A – Administers		P		A						P A		PA	PA	A	PA
The CA would ensure regulations and policies are prepared, consistent with Board direction, and administered consistent with regulations and policies adopted by the Board.															
Serve as liaison with Board	Y								Y	Y		Y	?	Y	Y
The CA to ensure communication between staff and the Board occurs timely and responsively. Same with community members, organizations, legislators, etc.															
Management of specialized functions ED – Economic Development CG – Contracts and grants RM – Risk management PM – Property management		E D C G R M P M							C G	A I L		Y	Wit h help fro m lega l	RM CG	RM CG PM
ED – to be further discussed. CA will coordinate with all departments to ensure appropriate management/oversight execution of contracts, grants, risk management and property management															

⁴ Hood River County has 5-member board of commissioners

Roles and Responsibilities of County Commissioners (all members)

Summary

A Board of County Commissioners holds a pivotal role in governing and overseeing county government operations, with specific duties varying across states and jurisdictions. The key areas of responsibility encompass legislative authority, budget and finance, governance, zoning and land use, oversight of other governing boards, personnel matters, infrastructure and public works, intergovernmental relations, and community engagement.

Legislative authority

- Enact ordinances and resolutions
- Enact policies

Budget and Finance

- Establish budgets
- Establish service levels
- Establish fees and charges
- Send county-wide measures to the ballot
- Approve investment policies
- Review financial performance
- Serve as the audit committee
- Approve purchasing policies
- Approve purchases above a defined dollar threshold and or other metrics

Governance

- Appoint members to various advisory and operating committees/commissions/boards
 - Planning Commission
 - Fair Board
 - Ag Extension Service District Advisory Board
 - Board of Property Tax Appeals
 - Budget Committee
 - Abatement of Dangerous Building Code, Appeals Committee
 - Community Health Advisory Council
 - Compensation Committee
 - Flat Rock Road District
 - Hahlen Special Road District
 - Library Board of Trustees
 - Local Public Safety Coordinating Council
 - Museum Advisory Board
 - Natural Resource Advisory Committee
 - Solid Waste & Recycling Advisory Committee
 - Taylor Grazing
 - Wolf Depredation Compensation Committee

Zoning and Land Use

- Appoint the Planning Commission
- Approve the comprehensive land use plan and changes
- Serve as the appeals board for land use decisions

Governing board of other districts

- The Crook County Road District

Personnel

- Appoint and terminate County Administrator
- Ratify appointment of department heads
- Approve labor agreements
- Approve pay and benefits for unrepresented employees
- Establish personnel policies

Infrastructure and Public Works

- Approve airport master plan
- Approve leases
- Approve transportation system plan
- Approve capital projects
- Approve solid waste management plan
- Approve franchise agreements

Intergovernmental Relations

- Serve on various boards/committees
 - EDCO
 - COIC
 - COHC
 - Chamber of Commerce
 - AOC/committees
 - AEOC

Community Engagement

- Engage with community groups and organizations
- Respond to citizen inquiries

In summary, County Commissioners play a multifaceted role in legislative, financial, governance, and community aspects, contributing to the overall well-being and development of the county.

Role of County Judge/Board Chair

(prepared by Judge Crawford)

The role of a County Judge/Chair is both outward facing and inward facing. The J/C works with staff to identify community priority agenda items, prepare Agendas for County meetings, and run those meetings. By proactively providing information related to community priorities the J/C helps advertise and promote the work of the County Government. The amount of media coverage of County business has declined in the last decade, so social media reach is a necessary part of the job.

The J/C also handles all public relations and manages relationships with the Association of Oregon Counties, Association of Eastern Oregon Counties, state-wide elected officials, state legislators, and members of Congress.

The County does not have a public relations or lobbying team, so the J/C takes on those roles to insure that County residents and non-residents are well aware of County issues and opportunities for economic development and tourism. This involves work with Business Oregon as well as Travel Oregon. The J/C interfaces with other state agencies as well as the Governor on an as needed basis, to insure that leaders in Salem are aware of the local impacts of State Agency Actions.

When it comes to discretionary state funds such as ARPA dollars the J/C coordinates with the AOC and other groups to maximize state and federal dollars coming back to Crook County.

If the County refers an election issue, such as bonds, to the voters of Crook County, the J/C takes a leading role in those campaigns. The J/C manages messaging around the issues, as well as campaign fundraising to make sure that County voters understand the benefits and burdens associated with the election issue.

The J/C is the face of the County government and needs to regularly attend and actively participate in stakeholder organizations that promote Crook County, as well as regional organizations that could have a positive or negative impact on the County.

The J/C is the person that constituents reach out to if they have questions related to how to go about a project or who at the County they need to talk to to get questions answered. The position is both a proactive and reactive position, that prevents problems or corrects misinformation, so that it doesn't lead to problems. Constituents regularly contact the J/C outside of normal work hours. Prior County judges have referred to it as an on-call position. That is consistent with my experience and the expectation of community members.

If there is a community event, community members expect that the J/C will be in attendance and actively participating.

