



CROOK COUNTY BOARD OF COMMISSIONERS AGENDA

Wednesday, January 22, 2025 at 9:00 am

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

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

Meeting ID: 981 7361 2010; Passcode: 033745

PUBLIC COMMENT

CONSENT AGENDA

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

- 1. Approve Minutes**
- 2. OHA 2023-2025 Intergovernmental Agreement Amendment 14**
- 3. Oregon Department of Emergency Management Grant Agreement**
- 4. Jail Camera Replacement Bid Award**
- 5. Request for Signature on CORE Grant Agreement for \$250K Airport Hangar Building Project**
- 6. Enrollment of the District Attorney's stipend into PERS effective January 1**

DISCUSSION

- 7. Request for Approval and Signature on FAA grant offer for New Aviation T-Hangar Project**

Requester: Kelly Coffelt

Airport Manager

- 8. Airport Hangar Transfer from Suncreek Ranch, LLC to Coney**

Requester: John Eisler

Presenter: Kelly Coffelt

MANAGER REPORT

COMMISSIONER UPDATES

PUBLIC COMMENT

EXECUTIVE SESSION

NOTICE AND DISCLAIMER

The Crook County Board of Commissioners is the governing body of Crook County, Oregon, and holds public meetings (generally on the first and third Wednesday of each month) to deliberate upon matters of County concern. As part of its efforts to keep the public apprised of its activities, the Crook County Board of Commissioners has published this PDF file. This file contains the material to be presented before the Board of Commissioners for its next scheduled regular meeting.

Please note that while County staff members make a dedicated effort to keep this file up to date, documents and content may be added, removed, or changed between when this file is posted online and when the Board of Commissioner 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.

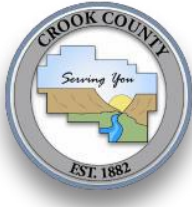
Please also note that this file does not contain any material scheduled to be discussed at an executive session, or material the access to which may be restricted under the terms of Oregon law.

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

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:

12/26/2024

Meeting date desired:

1/15 BOC Work Session, 1/22 BOC Mtg

Subject:

OHA 2023-2025 Intergovernmental Agreement Amendment 14

Background and policy implications:

Amendment 14 to the OHA-LPHA contract (180007) provides year-end adjustments for FY24 and updated funding amounts for FY25.

Budget/fiscal impacts:

Attachment A subtracts final FY24 expenses to balance and close the FY24 contract.

PE13, PE36, PE51-05, carry unspent funds into FY25.

PE42-11 had \$650.35 removed.

Attachment C reallocates rollover funds from FY24. We are also receiving an additional \$64,232.25 for Alcohol & Drug Prevention Education Program (PE36) and an additional award of \$121,576.38 for CDC PH Infrastructure Funding (PE51-05).

Requested by:

Camille Krueger, Health & Human Services Deputy Director

ckrueger@crookpublichealthor.gov 541-447-5165

Presenters:

Camille Krueger, Health & Human Services Deputy Director

Legal review (only if requested):

Yes

Elected official sponsor (if applicable):

Agreement #180007



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

You can get this document in other languages, large print, braille, or a format you prefer free of charge. Contact the Agreement Administrator at the contact information found below. We accept all relay calls.

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

RECITALS

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

WHEREAS, OHA and LPHA wish to modify the Exhibit J information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200 (FY24);

WHEREAS, OHA and LPHA wish to modify the Fiscal Year 2025 (FY25) Financial Assistance Award set forth in Exhibit C of the Agreement.

WHEREAS, OHA and LPHA wish to modify the Exhibit J information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200 (FY25);

AGREEMENT

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

1. This Amendment is effective on **October 1, 2024**, regardless of the date this amendment has been fully executed with signatures by every Party and when required, approved by the Department of Justice. However, payments may not be disbursed until the Amendment is fully executed.
2. The Agreement is hereby amended as follows:
 - a. Exhibit C, Section 1 of the Agreement, entitled “Financial Assistance Award” for FY24 is hereby deleted and replaced in its entirety by Attachment A, entitled “Financial Assistance Award (FY24)”, attached hereto and incorporated herein by this reference. Attachment A must be read in conjunction with Section 3 of Exhibit C.
 - b. Exhibit J of the Agreement entitled “Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200” (FY24) is amended to add to the federal award information datasheet as set forth in Attachment B, attached hereto and incorporated herein by this reference.
 - c. Exhibit C, Section 1 of the Agreement, entitled “Financial Assistance Award” for FY25 is hereby deleted and replaced in its entirety by Attachment C, entitled “Financial Assistance Award (FY25)”, attached hereto and incorporated herein by this reference. Attachment C must be read in conjunction with Section 3 of Exhibit C.

- d. Exhibit J of the Agreement entitled “Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200” (FY25) is amended to add to the federal award information datasheet as set forth in Attachment D, attached hereto and incorporated herein by this reference.
- 3. LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
- 4. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
- 5. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
- 6. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

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

7. Signatures.

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

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

CROOK COUNTY LOCAL PUBLIC HEALTH AUTHORITY

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

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Agreement form group-approved by Lisa Gramp, Senior Assistant Attorney General, Tax and Finance Section, General Counsel Division, Oregon Department of Justice by email on August 14, 2024, copy of email approval in Agreement file.

REVIEWED BY OHA PUBLIC HEALTH ADMINISTRATION

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

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

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

4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE01-01	State Support for Public Health	\$30,828.61	\$0.00	\$30,828.61
PE01-09	COVID-19 Active Monitoring - ELC	\$188,674.16	\$0.00	\$188,674.16
PE01-10	OIP - CARES	\$97,582.72	\$0.00	\$97,582.72
PE01-12	ACDP Infection Prevention Training	\$1,517.82	\$0.00	\$1,517.82
PE10-02	Sexually Transmitted Disease (STD)	\$49,563.32	\$0.00	\$49,563.32
PE12-01	Public Health Emergency Preparedness and Response (PHEP)	\$53,441.89	\$0.00	\$53,441.89
PE13	Tobacco Prevention and Education Program (TPEP)	\$325,797.86	(\$174,406.02)	\$151,391.84
PE36	Alcohol & Drug Prevention Education Program (ADPEP)	\$112,660.00	(\$28,219.43)	\$84,440.57
PE40-01	WIC NSA: July - September	\$39,977.00	\$0.00	\$39,977.00
PE40-02	WIC NSA: October - June	\$158,450.00	\$0.00	\$158,450.00
PE40-05	Farmer's Market	\$2,378.00	\$0.00	\$2,378.00
PE42-03	MCAH Perinatal General Funds & Title XIX	\$2,187.00	\$0.00	\$2,187.00
PE42-04	MCAH Babies First! General Funds	\$6,989.00	\$0.00	\$6,989.00
PE42-06	MCAH General Funds & Title XIX	\$4,101.00	\$0.00	\$4,101.00
PE42-11	MCAH Title V	\$21,633.00	(\$650.35)	\$20,982.65
PE42-12	MCAH Oregon Mothers Care Title V	\$11,412.00	\$0.00	\$11,412.00
PE42-13	Family Connects Oregon (Inactivate after SFY24 closes)	\$65,501.00	\$0.00	\$65,501.00
PE43-01	Public Health Practice (PHP) - Immunization Services	\$10,792.00	\$0.00	\$10,792.00
PE43-05	OIP Bridge COVID	\$10,163.00	\$0.00	\$10,163.00
PE44-01	SBHC Base	\$60,000.00	\$0.00	\$60,000.00
PE44-02	SBHC - Mental Health Expansion	\$113,236.00	\$0.00	\$113,236.00
PE46-05	RH Community Participation & Assurance of Access	\$17,113.68	\$0.00	\$17,113.68

4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE50	Safe Drinking Water (SDW) Program (Vendors)	\$38,728.00	\$0.00	\$38,728.00
PE51-01	LPHA Leadership, Governance and Program Implementation	\$148,646.88	\$0.00	\$148,646.88
PE51-03	ARPA WF Funding	\$49,527.19	\$0.00	\$49,527.19
PE51-05	CDC PH Infrastructure Funding	\$155,440.41	(\$121,576.38)	\$33,864.03
PE62	Overdose Prevention-Counties	\$72,550.57	\$0.00	\$72,550.57
PE62-02	Fentanyl Campaign Funds	\$10,000.00	\$0.00	\$10,000.00
		\$1,858,892.11	(\$324,852.18)	\$1,534,039.93

5) Foot Notes:	
PE01-10	2/2024: Any unspent funds will be rolled over into SFY25.
PE10-02	7/15/2023: Full FY24 award funds may be used in FY24 during the period of 7/1/23-12/31/2023 due to DIS WF federal grant funding being cut by CDC on 12/31/23.
PE10-02	8/2023: Prior Footnote dated 7/15/2023 Null and Void. Full FY24 award funds may now be used in FY24 during the period of 7/1/23-01/31/2024 due to new guidance from the CDC.
PE10-02	02/2024: Budget period extended through 06/30/2024. There will be no additional DIS workforce money available beyond SFY24.
PE10-02	09/2024: All prior footnotes null and void. Unspent SFY24 funds to be rolled over into SFY25.
PE40-01	7/2023: Unspent SFY2024 Q1 award will be rescinded by the state, cannot be carried over to SFY2024 Q2-4 period.
PE40-02	7/2023: Q2-4 Unspent grant award will be rescinded by the state at end of SFY2024
PE42-11	7/2023: Indirect charges cap at 10%.
PE42-12	7/2023: Indirect Charges cap at 10%.
PE43-01	7/2023: Awarded funds can be spent on allowable costs for the period of 7/1/2023 - 9/30/23. Any unspent funds will be de-obligated.
PE43-01	9/2023: Prior Footnote dated 7/2023 Null and Void.
PE43-05	12/2023: Funds are available 7/1/23-12/31/24. Unspent SFY24 funds will be carried over to the first six months of SFY25.
PE43-05	2/2024: Prior Footnote dated 12/2023 Null and Void. Any unspent funds will be rolled over into SFY25.
PE51-01	7/2023: Bridge funding for 7/1/23-9/30/23.
PE51-01	8/2023: Prior Footnote dated 7/2023 Null and Void
PE51-03	9/2023: Federal funds expire 6/30/24 and will be ineligible for carryover into SFY25.
PE51-03	3/2023: Prior footnote null and void. Federal funds are available through 6/30/25. Unspent funds in SFY24 will be carried over to the next fiscal year.

6) Comments:	
PE01-01	9/2024: Rollover unspent funds of \$1,429.39 into SFY25 8/2023: Prior Comment dated 7/2023 Null and Void 7/2023: SFY24 funding available 7/1/23-9/30/23 only.
PE01-08	09/2024: Rollover unspent funds of \$11,718.76 into SFY25 10/2023: rollover unspent SFY23 funds of \$11,718.76
PE01-09	09/2024: Rollover unspent SFY24 funds of \$99,221.99 into SFY25 10/2023: rollover unspent SFY23 funds of \$287,896.15
PE01-10	10/2023: rollover unspent SFY23 funds of \$97,582.72
PE10-02	09/2024: rollover unspent funds of \$3,340.68 into SFY25
PE12-01	09/2024: de-obligating unspent funds of \$24,040.27 05/2024: HPP amendment \$1,297 8/2023: Prior Comment dated 7/2023 Null and Void 7/2023: SFY24 Award funding for first 3 months only
PE13	10/2024: rollover unspent funds \$174,406.02 into FY25 10/2023: rollover unspent SFY23 funds of \$103,358 9/2023: All Prior Comments Null and Void 7/15/23: SFY24 Award adding funding for 10/1/23-6/30/24 7/2023: SFY24 Bridge Funding 7/1/23-9/30/23
PE36	10/2024: rollover unspent funds of \$28,219.43 into SFY25
PE40-01	12/2023: De-obligating unspent funds of \$12,838 7/2023: SFY2024 Q1 WIC NSA grant award. \$10,563 must spent on Nutrition Ed; \$1,575 on BF Promotion. Underspend Q1 award cannot be carried over to Q2-4 period.
PE40-02	7/2023: SFY2024 Q2-4 grant award. \$31,690 must be spent on Nutrition Ed, \$4,726 on BF Promotion.
PE40-05	10/2023: Prior Comment dated 7/2023 Null and Void. 7/2023: SFY2024 WIC Farmers Market Mini grant award. Final Q2 Rev & Exp Report is required for final accounting. Underspent funds will be rescinded by the state in February 2024
PE42-11	10/2024: De-obligating unspent funds of \$650.35.
PE42-13	11/2023: SFY24 Nurse workforce development funds of \$10,000 and HDHP funds of \$5,501
PE51-01	09/2024: Rollover unspent funds of \$156,993.12 into SFY24
PE51-03	10/2023: rollover unspent SFY23 funds of \$38,871.19
PE51-05	10/2024: rollover unspent funds of \$121,576.38 into SFY25 7/2023: SFY24 Award Available 7/1/23-6/30/24. Funds are available 7/1/23-11/30/27. Unspent Funds in SFY24 will be carried over to the next fiscal year.
PE62	9/2024: de-obligating unspent funds of \$39,526.10
PE62-02	7/2023: De-obligated anticipated unspent funds from SFY23 per county request and moving to SFY24. Funds available 7/1/23-8/31/23 only.

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

Attachment B
Information required by CFR Subtitle B with guidance at 2 CFR Part 200 (FY24)

PE36 Alcohol & Drug Prevention Education Program (ADPEP)

Federal Award Identification Number:	State Funds	State Funds	State Funds	B08TI083963	B08TI084667	B08TI085829
Federal Award Date:				05/17/21	08/03/22	02/15/23
Budget Performance Period:				9/01/2021-	10/01/2021-	10/1/22-9/30/24
Awarding Agency:				SAMHSA	SAMHSA	SAMHSA
CFDA Number:				93.959	93.959	93.959
CFDA Name:				Block Grants for Prevention and Treatment of Substance Abuse	Block Grants for Prevention and Treatment of Substance Abuse	Block Grants for Prevention and Treatment of Substance Abuse
Total Federal Award:				\$16,658,035	\$6,637,462	\$6,547,845
Project Description:				Substance Abuse Prevention & Treatment Block Grant	Substance Abuse Prevention & Treatment Block Grant	Substance Abuse Prevention & Treatment Block Grant
Awarding Official:				Jessica Hartman	Jessica Hartman	Jessica Hartman
Indirect Cost Rate:				18.06%	18.06%	17.79
Research and Development (T/F):	FALSE	FALSE	FALSE	FALSE	FALSE	FALSE
HIPPA	No	No	No	No	No	No
PCA:	52784	52613	52617	52523	52519	52530
Index:	50341	50341	50341	50341	50341	50341

Agency	UEI	Amount	Amount	Amount	Amount	Amount	Amount	Grand Total:
Crook	W2NEWLAM2YM6	\$1,323.75	\$84.51	\$844.95	\$20,103.66	\$15,209.10	\$46,874.60	\$84,440.57

PE42-11 MCAH Title V

Federal Award Identification Number:	B0447441
Federal Award Date:	04/06/23
Budget Performance Period:	10/01/2022 - 09/30/2024
Awarding Agency:	DHHS/HRSA
CFDA Number:	93.994
CFDA Name:	Maternal and Child Health Services
Total Federal Award:	4,797,142
Project Description:	Maternal and Child Health Services Block Grant to the States
Awarding Official:	Lewissa Swanson
Indirect Cost Rate:	10%
Research and Development (T/F):	FALSE
HIPPA	No
PCA:	52355
Index:	50336

Agency	UEI	Amount	Grand Total:
Crook	W2NEWLAM2YM6	\$20,982.65	\$20,982.65

PE51-05 CDC PH Infrastructure Funding

Federal Award Identification Number:	NE11OE000080	NE11OE000080
Federal Award Date:	11/29/22	12/05/23
Budget Performance Period:	12/1/2022-11/30/2023	12/1/23-11/30/24
Awarding Agency:	CDC	CDC
CFDA Number:	93.967	93.967
CFDA Name:	CDC's Collaboration with Academia to Strengthen Public Health	CDC's Collaboration with Academia to Strengthen Public Health
Total Federal Award:	\$30,054,888	\$38,754,643.00
Project Description:	Oregon Health Authority, Public Health Division's application for Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems (CDC-RFA-OE22-2203)	OHA, PHD's application for Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems
Awarding Official:	Lauren Bartell Billick	Lauren Bartell Billick
Indirect Cost Rate:	4%	4%
Research and Development (T/F):	FALSE	FALSE
HIPPA	No	No
PCA:	50297	50317
Index:	50107	50107

Agency	UEI	Amount	Amount	Grand Total:
Crook	W2NEWLAM2YM6	\$15,253.30	\$18,610.73	\$33,864.03

FY25 Financial Assistance Award and Federal Reporting Information on following pages.

**Attachment C
Financial Assistance Award (FY25)**

State of Oregon Oregon Health Authority Public Health Division		
1) Grantee Name: Crook County Street: 375 NE Beaver St., Suite 100 City: Prineville State: OR Zip: 97754-1802	2) Issue Date Tuesday, October 1, 2024	This Action Amendment
	3) Award Period From July 1, 2024 through June 30, 2025	

4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE01-01	State Support for Public Health	\$33,687.39	\$0.00	\$33,687.39
PE01-08	COVID Wrap Direct Client Services	\$11,718.76	\$0.00	\$11,718.76
PE01-09	COVID-19 Active Monitoring - ELC	\$99,221.99	\$0.00	\$99,221.99
PE01-12	ACDP Infection Prevention Training	\$1,517.82	\$0.00	\$1,517.82
PE10-02	Sexually Transmitted Disease (STD)	\$3,340.68	\$0.00	\$3,340.68
PE12-01	Public Health Emergency Preparedness and Response (PHEP)	\$69,905.00	\$0.00	\$69,905.00
PE13	Tobacco Prevention and Education Program (TPEP)	\$257,609.14	\$0.00	\$257,609.14
PE36	Alcohol & Drug Prevention Education Program (ADPEP)	\$21,410.75	\$64,232.25	\$85,643.00
PE36-01	OSTPR Board Primary Prevention Funding	\$99,482.00	\$0.00	\$99,482.00
PE40-01	WIC NSA: July - September	\$53,121.00	\$0.00	\$53,121.00
PE40-02	WIC NSA: October - June	\$159,364.00	\$0.00	\$159,364.00
PE40-05	Farmer's Market	\$2,366.00	\$0.00	\$2,366.00
PE42-03	MCAH Perinatal General Funds & Title XIX	\$6,421.00	\$0.00	\$6,421.00
PE42-04	MCAH Babies First! General Funds	\$7,138.00	\$0.00	\$7,138.00
PE42-11	MCAH Title V	\$22,127.00	\$0.00	\$22,127.00
PE42-12	MCAH Oregon Mothers Care Title V	\$11,690.00	\$0.00	\$11,690.00
PE43-01	Public Health Practice (PHP) - Immunization Services	\$61,426.00	\$0.00	\$61,426.00
PE44-01	SBHC Base	\$60,000.00	\$0.00	\$60,000.00
PE44-02	SBHC - Mental Health Expansion	\$113,236.00	\$0.00	\$113,236.00
PE46-05	RH Community Participation & Assurance of Access	\$12,659.57	\$0.00	\$12,659.57
PE50	Safe Drinking Water (SDW) Program (Vendors)	\$38,730.00	\$0.00	\$38,730.00

4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE51-01	LPHA Leadership, Governance and Program Implementation	\$475,408.86	\$0.00	\$475,408.86
PE51-05	CDC PH Infrastructure Funding	\$0.00	\$121,576.38	\$121,576.38
PE62	Overdose Prevention-Counties	\$112,076.00	\$0.00	\$112,076.00
PE63	MCAH LPHA Community Lead Organizations	\$74,018.00	\$0.00	\$74,018.00
		\$1,807,674.96	\$185,808.63	\$1,993,483.59

5) Foot Notes:	
PE10-02	09/2024: SFY25 Award created solely with rollover of unspent funds from SFY24; no new funds added or will be added; funds to be spent by 06/30/2025.
PE36	7/2024: Funding available 7/1/24-9/30/24
PE36	10/2024: Prior Footnote Null and Void
PE40-01	07/2024: SFY2025 Q1 unspent funds cannot be carried forward to the following Q2.
PE40-05	7/2024: SFY25 Q1 WIC Farm Direct mini grant award available 7/1/24-9/30/24. Unspent SFY25 Q1 funds may be carried over to Q2-4 period with request from grantee and an amendment to extend the SOW dates, for this grant only.
PE40-05	8/2024: Prior Footnote Null and Void

6) Comments:	
PE01-01	9/2024: Rollover SFY24 unspent funds of \$1,429.39
PE01-08	09/2024: Rollover unspent SFY24 funds of \$11,718.76
PE01-09	9/2024: Rollover unspent SFY24 funds of \$99,221.99
PE10-02	09/2024: rollover unspent SFY24 funds of \$3,340.68
PE36-01	9/2024: Funds available 10/1/2024-6/30/2025 only
PE40-01	7/2024: Funds available 7/1/24-9/30/24. Must spend \$10,624 on Nutrition Ed, \$1,749 on BF Promotion
PE40-02	7/2024: Funds available 10/1/24-6/30/25. Must spend \$31,873 on Nutrition Ed, \$5,247 on BF Promotion
PE46-05	7/15/2024: Award Available 7/1/24-3/31/25 only.
PE51-01	9/2024: Rollover unspent SFY24 funds of \$156,993.12
PE51-05	10/2024: rollover unspent SFY24 funds of \$121,576.38
PE62	8/2024: \$66,485 available 9/1/24-6/30/2025 only. 7/15/2024: \$16,885.22 available 7/1/24-8/31/24 only; \$1,794.11 available 9/1/24-9/29/24 only; \$26,911.67 available 10/1/2024-6/30/25 only.
PE63	7/15/2024: Prior comment null and void. 07/2024: SFY25 \$50,000 Newborn Nurse Home visiting

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

Attachment D

Information required by CFR Subtitle B with guidance at 2 CFR Part 200 (FY25)

PE36 Alcohol & Drug Prevention Education Program (ADPEP)

Federal Award Identification Number:	B08TI085829	B08TI087061
Federal Award Date:	02/15/23	07/22/24
Budget Performance Period:	10/1/22-9/30/24	10/01/2023-9/30/2025
Awarding Agency:	SAMHSA	SAMHSA
CFDA Number:	93.959	93.959
CFDA Name:	Block Grants for Prevention and Treatment of Substance Abuse	Block Grants for Prevention and Treatment of Substance Abuse
Total Federal Award:	\$6,547,845	\$4,452,683.93
Project Description:	Substance Abuse Prevention & Treatment Block Grant	Substance Abuse Prevention, Treatment, and Recovery Services Block Grant
Awarding Official:	Jessica Hartman	Anthony Provenzano
Indirect Cost Rate:	17.79	17.79%
Research and Development (T/F):	FALSE	FALSE
HIPPA	No	No
PCA:	52530	52534
Index:	50341	50341

Agency	UEI	Amount	Amount	Grand Total:
Crook	W2NEWLAM2YM6	\$21,410.75	\$64,232.25	\$85,643.00

PE51-05 CDC PH Infrastructure Funding

Federal Award Identification Number:	NE11OE000080	NE11OE000080
Federal Award Date:		12/05/23
Budget Performance Period:	12/1/2024-11/30/2025	12/1/23-11/30/24
Awarding Agency:	CDC	CDC
CFDA Number:	93.967	93.967
CFDA Name:	CDC's Collaboration with Academia to Strengthen Public Health	CDC's Collaboration with Academia to Strengthen Public Health
Total Federal Award:	\$30,054,888	\$2,339,080.00
Project Description:	Oregon Health Authority, Public Health Division's application for Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems (CDC-RFA-OE22-2203)	OHA, PHD's application for Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems
Awarding Official:	Lauren Bartell Billick	Lauren Bartell Billick
Indirect Cost Rate:	4%	4%
Research and Development (T/F):	FALSE	FALSE
HIPPA	No	No
PCA:	TBD	50317
Index:	50107	50107

Agency	UEI	Amount	Amount	Grand Total:
Crook	W2NEWLAM2YM6	\$70,919.55	\$50,656.83	\$121,576.38

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):

**OREGON DEPARTMENT OF EMERGENCY MANAGEMENT
EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM
GRANT AGREEMENT**

Project Name: Crook County

Grant Number: 24-506

This grant agreement (“Agreement”), is between the State of Oregon, acting through its Oregon Department of Emergency Management (“OEM”), and Crook County for the project referred to above and described in Exhibit A (“Project”). This Agreement becomes effective only when fully signed and approved as required by applicable law. Notwithstanding the effective date of this agreement, Project activities may begin on July 1, 2024.

This Agreement includes the following parts, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

- Exhibit A Project Description and Budget
- Exhibit B RESERVED
- Exhibit C Federal Requirements and Certifications
- Exhibit D RESERVED
- Exhibit E Information Required by 2 CFR § 200.332(a)(1)
- Exhibit F RESERVED

Pursuant to Oregon Laws 2021, Chapter 539 (the “Act”), OEM is authorized to award grants and enter into grant agreements as part of the Emergency Management Performance Grant Program (“EMPG” or “Program”).

SECTION 1 - KEY GRANT TERMS

The following capitalized terms have the meanings assigned below.

Grant Amount: \$75,903.00

Period of Performance: July 1, 2024 to June 30, 2025

SECTION 2 - GRANT

OEM shall provide Recipient, and Recipient shall accept from OEM, a(n) EMPG grant (the “Grant”) not to exceed in Grant Funds for eligible costs. If applicable, Recipient shall provide matching funds for all project costs as described in Exhibit A.

OEM’s obligations are subject to the receipt of the following items, in form and substance satisfactory to OEM and its Counsel:

- (1) This Agreement duly signed by an authorized officer of Recipient; and
- (2) Such other certificates, documents, opinions and information as OEM may reasonably require.

Recipient shall complete the Project and use its own fiscal resources or money from other sources to pay for any costs of the Project in excess of the total amount of financial assistance provided pursuant to this Agreement.

SECTION 3 - DISBURSEMENTS

A. Reimbursement Basis. The Financing Proceeds shall be disbursed to Recipient on an expense reimbursement or costs-incurred basis.

B. Disbursement Requirements.

- (1) Recipient must submit each disbursement request for eligible Project Costs on a Request for Reimbursement form (“RFR”), provided by OEM.
- (2) Recipient must submit a signed RFR, that includes supporting documentation for all grant expenditures. RFRs may be submitted monthly or quarterly during the term of this Agreement. The final RFR must be submitted no later than 30 days following the end of the Period of Performance (“RFR Deadline”). OEM has no obligation to reimburse Recipient for any RFR submitted after the RFR Deadline.
- (3) Reimbursements for expenses will be withheld if performance reports are not submitted by the specified dates or are incomplete.
- (4) 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.
- (5) Reimbursements will only be made for actual expenses incurred during the Period of Performance. Recipient agrees that no grant may be used for expenses incurred before or after the Period of Performance.
- (6) Recipient must pay its contractors, consultants, and vendors before submitting a RFR to OEM for reimbursement. Eligible costs are the reasonable and necessary costs incurred by Recipient for the Project, in accordance with the EMPG guidance and application materials, including without limitation the Notice of Funding Opportunity (NOFO), that are not excluded from reimbursement by OEM, either by this Agreement or by exclusion as a result of financial review or audit. The guidance, application materials and NOFO are available at:

EMPG: [Oregon Department of Emergency Management : Emergency Management Performance Grant \(EMPG\) Program : Grants : State of Oregon](#)

C. Financing Availability. Recipient must incur eligible costs under this Agreement on or before the Period of Performance Deadline. Recipient’s right to request disbursements for eligible costs under this Agreement terminates 30 days following the end of the RFR Deadline.

D. Conditions to Disbursements. As to any disbursement, OEM has no obligation to disburse funds unless all following conditions are met:

- (1) OEM (a) has received a completed RFR on an OEM provided form, (b) has received an accounting of how all prior disbursements have been expended, including written evidence of materials and labor furnished to or work performed upon the Project, including itemized receipts or invoices for payment, and releases, satisfactions or other signed statements or forms as OEM may require, (c) is satisfied that all items listed in the RFR are reasonable, and (d) has determined that the disbursement is only for eligible costs that are in accordance with Exhibit A Project Description and Project Budget.
- (2) The representations and warranties made in this Agreement are true and correct on the date of disbursement as if made on such date.

- (3) OEM has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement within OEM’s biennial appropriation or limitation. Notwithstanding the preceding sentence, payment of funds by OEM is contingent on OEM receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow OEM, in the exercise of its reasonable administrative discretion, to continue to make payments in accordance with the terms of this Agreement, and notwithstanding anything in this Agreement, occurrence of such contingency does not constitute a default. Upon occurrence of such contingency, OEM has no further obligation to disburse funds to Recipient.
- (4) All other conditions precedent under this Agreement are met.
- (5) There is no Event of Default by Recipient.

SECTION 4 - USE OF GRANT

- A. Eligible Use. Recipient’s use of the Grant funds is limited to those expenses that are both reasonable and necessary to complete the Project and that are in accordance with Exhibit A Project Description and Budget.
- B. Ineligible Use. Recipient shall not use the Grant funds to retire any debt or to lobby, influence or attempt to influence, any federal, state or local government official.
- C. Misexpended or Unexpended Grant Funds. Any Grant funds disbursed to Recipient, or any interest earned by Recipient on the Grant funds, that is not used according to this Agreement and approved by OEM or that remain unexpended after the earlier of the Period of Performance Deadline, the date the Project is completed or the date that this Agreement is terminated, shall be immediately returned to OEM, unless otherwise directed by OEM in writing.

The Recipient shall be responsible for pursuing recovery of monies paid under this Agreement in providing disaster assistance against any party that might be liable, and further, the Recipient shall cooperate in a reasonable manner with the State of Oregon and the Federal Government in efforts to recover expenditures under this Agreement.

In the event the Recipient obtains recovery from a responsible party, the Recipient shall first be reimbursed its reasonable costs of litigation from such recovered funds. The Recipient shall pay to OEM the proportionate Federal share, as defined in Exhibit D, of all project funds recovered in excess of costs of litigation.

SECTION 5 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

- A. Existence and Power. Recipient represents and warrants to OEM that Recipient is a municipality duly organized under the laws of Oregon, and has full power, authority and legal right to make this Agreement and to incur and perform its obligations under this Agreement.
- B. Authority, No Contravention. The making and performance by Recipient of this Agreement: (a) have been duly authorized by all necessary action of Recipient; (b) 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 or any provision of its organizational documents; and (c) 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 Recipient is a party or by which Recipient or any of its properties may be bound or affected.
- C. Binding Obligation. This Agreement has been duly executed and delivered by Recipient and when duly executed and delivered by OEM, constitutes legal, valid, and binding obligations of Recipient,

enforceable in accordance with its terms, subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

- D. Approvals. 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 Recipient of this Agreement.
- E. Misleading Statements. The Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading, in this Agreement or any document submitted by or on behalf of the Recipient to OEM. The information contained in this Agreement is true and accurate in all respects.
- F. Debarment or Suspension. Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from any federally assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify OEM immediately if it is debarred, suspended or otherwise excluded from any federally assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crime.
- G. No Solicitation. Recipient'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 sub-agreements. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- H. NIMS Compliance. By accepting funds, Recipient certifies that it has met National Incident Management System (NIMS) compliance activities outlined in the Oregon NIMS Requirements located through OEM at http://www.oregon.gov/ODEM/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. Recipient agrees to complete the annual OEM NIMS Assessment.

SECTION 6 - COVENANTS OF RECIPIENT

The Recipient covenants as follows:

- A. Period of Performance Deadline. Recipient shall complete the Project by the Period of Performance Deadline unless the total amount of the Grant is not available because one or more of the conditions in Section 3.D. are not satisfied.
- B. Reporting Requirements. Recipient shall submit periodic reports to OEM. The reports shall consist of the following:
 - 1) Performance and Financial Reports.
 - a) Recipient shall submit Programmatic Performance Reports, using a form provided by OEM, on its progress in meeting each of its agreed upon goals and objectives. The narrative reports will address specific information regarding the activities carried out under the Fiscal Year 2024.
 - b) Reports are due to OEM on or before the 15th day of the month following the end of each calendar quarter (ending on March 31, June 30, September 30, and December 31). The start date may vary depending on contract terms and will be communicated by OEM.
 - c) Recipient may request from OEM prior written approval to extend a performance report requirement past its due date. OEM, in its sole discretion, may approve or reject the request. **Page 18**

2) Financial Reports

- a) Recipient shall submit fiscal reports, using a form provided by OEM, on the amount of Grant Funds used towards completion of the Project, as established in Exhibit A of this agreement.
- b) Fiscal reports are due to OEM on or before the 30th day of the month following the end of each calendar quarter (ending on March 31, June 30, September 30, and December 31).
- c) Recipient may request from OEM prior written approval to extend a fiscal report requirement past its due date. OEM, in its sole discretion, may approve or reject the request.

3) Close-Out Report.

- a) Recipient shall submit a final close-out report to OEM for review which must include a financial performance report, construction reports (if applicable), invention disclosure (if applicable), Federally owned property report (if applicable), and final request for reimbursement (if applicable).
- b) Failure of Recipient 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.

C. Recipient Procurements.

(1) Sub Agreements. Recipient may enter into agreements (hereafter “sub agreements”) for performance of the Project. Recipient shall use its own procurement procedures and regulations, provided that the procurement conforms to applicable Federal and State law (including but not limited to the Build America, Buy America Act (BABAA) 2 CFR Part 184, ORS chapters 279A, 279B, 279C), and that for contracts for more than \$150,000, the contract shall address administrative, contractual or legal remedies for violation or breach of contract terms and provide for sanctions and penalties as appropriate, and for contracts for more than \$10,000 address termination for cause or for convenience including the manner in which termination will be effected and the basis for settlement.

- a. Recipient shall provide to OEM copies of all Requests for Proposals or other solicitations for procurements anticipated to be for \$100,000 or more and to provide to OEM, upon request by OEM, such documents for procurements for less than \$100,000. Recipient shall include with its RFR a list of all procurements issued during the period covered by the report.
- b. All sub agreements, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner that encourages fair and open competition to the maximum practical extent possible. All sole-source procurements in excess of \$100,000 must receive prior written approval from OEM in addition to any other approvals required by law applicable to Recipient. 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.
- c. Recipient shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or

submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to OEM.

- d. Recipient 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.
 - e. In the event that Recipient subcontracts for engineering services, Recipient shall require that the engineering firm be covered by errors and omissions insurance in an amount not less than the amount of the firm's contract. If the firm is unable to obtain errors and omissions insurance, the firm shall post a bond with Recipient for the benefit of Recipient of not less than the amount of its subcontract. Such insurance or bond shall remain in effect for the entire term of the subcontract. The subcontract shall provide that the subcontract shall terminate immediately upon cancellation or lapse of the bond or insurance and shall require the subcontractor to notify Recipient immediately upon any change in insurance coverage or cancellation or lapse of the bond.
- (2) Purchases and Management of Property and Equipment: Records. Recipient agrees to comply with all applicable federal requirements referenced in Exhibit B, Section II.C.1 to this Agreement and procedures for managing and maintaining records of all purchases of property and equipment will, at a minimum, meet the following requirements:
- a. All property and equipment purchased under this agreement, whether by Recipient or a contractor, will be conducted in a manner providing full and open competition and in accordance with all applicable procurement requirements, including without limitation ORS chapters 279A, 279B, 279C, and purchases shall be recorded and maintained in Recipient's property or equipment inventory system.
 - b. Recipient's property and equipment records shall include: a description of the property or equipment; the manufacturer's serial number, model number, or other identification number; the source of the property or equipment, including the Catalog of Federal Domestic Assistance (CFDA) number; name of person or entity holding title to the property or equipment; the acquisition date; cost and percentage of Federal participation in the cost; the location, use and condition of the property or equipment; and any ultimate disposition data including the date of disposal and sale price of the property or equipment.
 - c. For acquisition projects, Recipient shall retain real estate transaction and property tracking records indefinitely to enable FEMA to track the use of real property acquired with grant funds and ensure that the property is maintained for open space in perpetuity (see 44 CFR Part 80).
 - d. 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.
 - e. Recipient must develop a control system to ensure adequate safeguards to prevent loss, damage, or theft of the property and equipment. Recipient shall investigate any loss, damage, or theft and shall provide the results of the investigation to OEM upon request.
 - f. Recipient must develop, or require its contractors to develop, adequate maintenance procedures to keep the property and equipment in good condition.

- g. If Recipient is authorized to sell the property or equipment, proper sales procedures must be established to ensure the highest possible return.
- h. Recipient 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.
- i. Recipient 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.
- j. Recipient shall, and shall require its contractors to, retain, the records described in this Section 9.b. for a period of six years from the date of the disposition or replacement or transfer at the discretion of OEM. Title to all property and equipment purchased with Grant Funds shall vest in Recipient if Recipient provides written certification to OEM that it will use the property and equipment for purposes consistent with the EMPG

D. Compliance with Laws. Recipient shall comply with the requirements of all applicable laws, rules, regulations and orders of any governmental authority, except to the extent an order of a governmental authority is contested in good faith and by proper proceedings.

Specifically, Recipient acknowledges and agrees to follow constitutional Equal Protection requirements. Recipient shall consider all eligible beneficiaries (meeting 2 or more economic equity risk factors) as described in Exhibit A and shall not refuse to work with individuals, families, businesses, or communities based on protected class considerations.

E. Notice of Adverse Change. The Recipient shall promptly notify OEM of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient, or the Project related to the ability of Recipient to perform all obligations required by this Agreement.

F. Notice of Event of Default. The Recipient shall give OEM prompt written notice of any Event of Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of Default, as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.

G. Indemnity. To the extent authorized by law, Recipient shall defend, indemnify, save and hold harmless the State of Oregon, OEM, and their officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards, including but not limited to costs, expenses, and attorneys' fees incurred (collectively, "Claims"), related to any actual or alleged act or omission by Recipient, or its officers, employees, agents or contractors, that is related to this Project. Notwithstanding the foregoing, neither Recipient nor any attorney engaged by Recipient may defend any Claim in the name of the State of Oregon, nor purport to act as legal representative for the State of Oregon, without first receiving from the Oregon Attorney General in a form and manner determined appropriate by the Oregon Attorney General, authority to act as legal counsel for the State of Oregon, nor may Recipient settle any Claim on behalf of the State of Oregon without the approval of the Oregon Attorney General. If the State of Oregon assumes its own defense, Recipient will be liable for the attorney fees of the State of Oregon, including but not limited to any fees charged by the Oregon Department of Justice. The provisions of this section are not to be construed as a waiver by the State of Oregon or OEM of any immunity, defense or limitation on damages provided for under Chapter 30 of the Oregon Revised Statutes or under the

laws of the United States or other laws of the State of Oregon. If attorney fees are awarded to Recipient, such attorney fees shall not exceed the rate charged to OEM by its attorneys.

Recipient's sub agreement(s) shall require the other party to such sub agreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless OEM and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's sub agreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that OEM shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of OEM, be indemnified by the other party to Recipient's sub agreement(s) from and against any and all Claims.

Any such indemnification shall also provide that neither Recipient's contractor(s) nor any attorney engaged by Recipient's contractor(s) shall defend any claim in the name of OEM or any agency of the State of Oregon (collectively "State"), nor purport to act as legal representative of the State or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's contractor is prohibited from defending State or that Recipient'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 Recipient's contractor if State elects to assume its own defense.

Recipient shall require the other party, or parties, to each of its sub agreements 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.

- H. Disadvantaged and Emerging Small Business. ORS 200.090 states public policy is to "aggressively pursue a policy of providing opportunities for available contracts to emerging small businesses." OEM encourages Recipient, in its contracting activities, to follow good faith efforts described in ORS 200.045. The Governor's Policy Advisor for Economic & Business Equity provides additional resources and the Certification Office for Business Inclusion and Diversity at the Oregon Business Development Department maintains a list of certified firms and can answer questions. Search for certified firms on the web at:
<https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp>.
- I. Inspections; Information. The Recipient shall permit OEM, and any party designated by OEM: (i) to inspect, at any reasonable time, the property, if any, constituting the Project; and (ii) at any reasonable time, to inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters. The Recipient shall supply any related reports and information as OEM may reasonably require.
- J. Records, Access to Records and Facilities. Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Equipment in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards, and state minimum standards for audits of municipal corporations. OEM, the Secretary of State of the State of Oregon ("Secretary"), and their duly authorized representatives shall have access to the books, documents, papers, and records of Recipient that are directly related to this Agreement or the Equipment provided for the purpose of making audits and examinations. In addition, OEM, Oregon Secretary of State (Secretary), Office of Inspector General (OIG), Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA) **Page 22**

any of their authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records.

- K. Retention of Records. Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for until the latest of (a) six years following termination, completion or expiration of this Agreement, (b) upon resolution of any litigation or other disputes related to this Agreement, or (c) as required by 2 CFR 200.333. It is the responsibility of Recipient to obtain a copy of 2 CFR Part 200, and to apprise itself of all rules and regulations set forth. If there are unresolved issues at the end of such period, Recipient shall retain the books, documents, papers and records until the issues are resolved.
- L. Continued Tax Compliance. Recipient shall, throughout the duration of this Agreement, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. OEM does not provide tax advice and OEM is not responsible for any tax consequences or compliance requirements associated with the Grant award to Recipient, including but not limited to 1099 Requirements and tax reporting requirements. Recipient is advised to consult with their own tax advisor or legal counsel.
- M. Tax Notice to Beneficiaries. Recipients that provide direct funding to beneficiaries shall provide notice to beneficiaries to the effect that OEM has not provided any tax advice to the beneficiaries of Program funds and OEM is not responsible for tax consequences, if any, to beneficiaries in connection with receipt of Program funding. Beneficiaries are advised to consult with their own tax advisor or legal counsel regarding tax consequences, if any, of accepting funds.
- N. Federal Audit Requirements. The Grant is federal financial assistance, and the Catalog of Federal Assistance Listing (formerly CFDA) number and title is “97.042 Emergency Management Performance Grants.” Recipient is a sub-recipient.
- (1) If Recipient receives federal funds in excess of \$750,000 in the Recipient’s fiscal year, it is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Recipient, if subject to this requirement, shall at its own expense submit to OEM a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Contract and shall submit or cause to be submitted to OEM the annual audit of any Recipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Contract.
 - (2) Audit costs for audits not required in accordance with 2 CFR part 200, subpart F are unallowable. If Recipient 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 funds received under this Contract.
 - (3) Recipient shall save, protect and hold harmless OEM from the cost of any audits or special investigations performed by the Federal awarding agency or any federal agency with respect to the funds expended under this Contract. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and the State of Oregon.

SECTION 7 - DEFAULT

Any of the following constitutes an “Event of Default”:

- A. **Misleading Statement.** Any material false or misleading representation is made by or on behalf of Recipient, in this Agreement or in any document provided by Recipient related to this Grant or the Project.
- B. The Recipient fails to perform any obligation required under this Agreement, other than those referred to in subsection A of this section, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by OEM. OEM may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

SECTION 8 - REMEDIES

Upon the occurrence of an Event of Default, OEM may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of OEM’s obligations to make the Grant or further disbursements, return of all or a portion of the Grant amount, payment of interest earned on the Grant amount, and declaration of ineligibility for the receipt of future awards from OEM. If, as a result of an Event of Default, OEM demands return of all or a portion of the Grant amount or payment of interest earned on the Grant amount, Recipient shall pay the amount upon OEM’s demand. OEM may also recover all or a portion of any amount due from Recipient by deducting that amount from any payment due to Recipient from the State of Oregon under any other contract or agreement, present or future, unless prohibited by state or federal law. OEM reserves the right to turn over any unpaid debt under this Section 8 to the Oregon Department of Revenue or a collection agency and may publicly report any delinquency or default. These remedies are cumulative and not exclusive of any other remedies provided by law.

In the event OEM defaults on any obligation in this Agreement, Recipient’s remedy will be limited to a claim for reimbursement or disbursement of funds authorized under this Agreement. In no event will OEM be liable to Recipient for any expenses related to termination of this Agreement or for anticipated profits or loss.

SECTION 9 - TERMINATION

In addition to terminating this Agreement upon an Event of Default as provided in Section 8, OEM may terminate this Agreement with notice to Recipient under any of the following circumstances:

- A. Termination by OEM.
 - (1) The Oregon Department of Administrative Services notifies OEM of an anticipated shortfall in applicable revenues or OEM fails to receive sufficient funding, appropriations or other expenditure authorizations to allow OEM, in its reasonable discretion, to continue making payments under this Agreement;
 - (2) There is a change in federal or state laws, rules, regulations or guidelines so that the Project funded by this Agreement is no longer eligible for funding;
 - (3) Recipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Recipient is, for any reason, rendered improbable, impossible, or illegal;
 - (4) The Project would not produce results commensurate with the further expenditure of funds;

- (5) Recipient takes any action pertaining to this Agreement without the approval of OEM and which under the provisions of this Agreement would have required the approval of OEM; or
 - (6) OEM determines there is a material misrepresentation, error or inaccuracy in Recipient's application.
- B. Termination by Recipient. Recipient may terminate this Agreement effective upon delivery of written notice of termination to OEM, or at such later date as may be established by Recipient in such written notice, if:
- (1) The requisite local funding to continue the Project becomes unavailable to Recipient; or
 - (2) Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- C. Termination by Either Party. Either Party may terminate this Agreement upon at least ten days notice to the other Party and failure of the other Party to cure within the ten days, if the other Party fails to comply with any of the terms of this Agreement.
- D. Termination by Mutual Consent. The Agreement may be terminated by mutual written consent of the parties.
- E. Effect of Termination. In the event of termination of this Agreement, each party shall be liable only for Project Costs and allowable expenses incurred by the other party, prior to the effective date of termination, and Recipient will return all Federal funds paid to Recipient for the Project which have not been expended or irrevocably committed to eligible activities.
- F. Settlement Upon Termination. Immediately upon termination under Sections 9.A.(1), (4) or (5), no Grant Funds shall be disbursed by OEM, and Recipient shall return to OEM Grant Funds previously disbursed to Recipient by OEM in accordance with Section 4.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 OEM and Recipient shall return funds to OEM in accordance with Section 6.c, except that Recipient may pay, and OEM shall disburse, funds for obligations incurred and approved by OEM up to the day that the non-terminating party receives the notice of termination. Termination of this Agreement does not relieve Recipient of any other term of this Agreement that may survive termination, including without limitation Sections 10.D and G.

SECTION 10 - MISCELLANEOUS

- A. No Implied Waiver. No failure or delay on the part of OEM to exercise any right, power, or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.
- B. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

- C. Notices and Communication. Except as otherwise expressly provided in this Agreement, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or OEM at the addresses set forth below, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five (5) days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the Recipient's email system that the notice has been received by the Recipient's email system or 2) the Recipient's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

If to OEM: Preparedness Section Manager
 Oregon Department of Emergency Management
 3930 Fairview Industrial Drive SE
 Salem OR 97302

If to Recipient Emergency Manager
 Crook County

 Prineville, OR, 97754

- D. Amendments. This Agreement may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties.
- E. Severability. If any provision of this Agreement will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision.
- F. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of OEM, Recipient, and their respective successors and assigns, except that Recipient may not assign or transfer its rights, obligations or any interest without the prior written consent of OEM.
- G. Counterparts. This Agreement may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument. Copies of signature by facsimile, electronic scan, or other electronic means will be considered original signatures.
- H. Integration. This Agreement (including all exhibits, schedules or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Agreement.

- I. No Third-Party Beneficiaries. OEM and Recipient are the only parties to this Agreement and are the only parties entitled to enforce the terms of this Agreement. Nothing in this Agreement gives or provides, or is intended to give or provide, to third persons any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- J. Survival. All provisions of this Agreement that by their terms are intended to survive shall survive termination of this Agreement.
- K. Time is of the Essence. Recipient agrees that time is of the essence under this Agreement.
- L. Public Records. OEM's obligations under this Agreement are subject to the Oregon Public Records Laws.
- M. 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 6.C.
- N. Duplicate Payment. Recipient 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.
- O. Independent Contractor. Recipient shall perform the Project as an independent contractor and not as an agent or employee of OEM. Recipient has no right or authority to incur or create any obligation for or legally bind OEM in any way. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of OEM, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- P. Insurance; Workers' Compensation. All employers, including Recipient, 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. Recipient shall ensure that each of its Recipient(s), contractor(s), and subcontractor(s) complies with these requirements.

Signature page follows.

The Recipient, by its signature below, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.



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

CROOK COUNTY

By: _____
Alaina Mayfield
Preparedness Section Manager

By: _____
Printed
Name: _____
Printed
Title: _____

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

Not Required per OAR 137-045-0030

EXHIBIT A - PROJECT DESCRIPTION AND PROJECT BUDGET

Recipient's Project Summary:

The FY2024 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 FY2024 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 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 OEM.

Funding	OEM Funds	Other / Matching Funds
EMPG Federal Grant Funds	\$66,170.00	
HB 3059 State Grant Funds	\$9,733.00	
Match Funds (Provided by Subrecipient)		\$56,437.00
Totals	\$75,903.00	\$56,437.00

Line Item Activity	OEM Funds	Other / Matching Funds
Personnel	\$67,611.00	\$48,145.00
Travel	\$0.00	\$0.00
Training	\$0.00	\$0.00
Supplies	\$0.00	\$0.00
Rent	\$0.00	\$0.00
Utilities	\$0.00	\$0.00
Phone	\$0.00	\$0.00
Other	\$0.00	\$0.00
Contractual	\$1,675.00	\$1,675.00
Indirect Costs	\$6,617.00	\$6,617.00
Equipment	\$0.00	\$0.00
Total	\$75,903.00	\$56,437.00

EXHIBIT B –RESERVED

EXHIBIT C – FEDERAL REQUIREMENTS AND CERTIFICATIONS

Article 1

Assurances, Administrative Requirements, Cost Principles, Representations, and Certifications

Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the federal awarding agency.

Article 2

[Reserved]

Article 3

Acknowledgement of Federal Funding from DHS

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

Article 4

Activities Conducted Abroad

Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.

Article 5

Age Discrimination Act of 1975

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

Article 6

Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C.

§§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article 7

Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or

linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article 8

Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA’s implementing regulations at 44 C.F.R. Part 7.

Article 9

Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284 (codified as amended at 42 U.S.C. § 3601 et seq.) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article 10

Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

Article 11

Debarment and Suspension

Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689 set forth at 2

C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article 12

Drug-Free Workplace Regulations

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

Article 13

Duplicative Costs

Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. § 200.403(f)). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article 14

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

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17.

Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.

Article 15

E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

Article 16

Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article 17

False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C.

§§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

Article 18

Federal Debt Status

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

Article 19

Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of E.O. 13513.

Article 20

Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: [Certificated Air Carriers List | US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list](https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list)) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article 21

Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.

Article 22

John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article 23

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

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

Article 24

Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt

to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).

Article 25

National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article 26

Nondiscrimination in Matters Pertaining to Faith-Based Organizations

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

Article 27

Non-Supplanting Requirement

Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

Article 28

Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the Award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

Article 29

Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14. Page 35

Article 30

Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article 31

Rehabilitation Act of 1973

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

Article 32

[Reserved]

Article 33

[Reserved]

Article 35

SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment, and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment | CISA.

Article 36

Terrorist Financing

Recipients must comply with E.O. 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the E.O. and laws.

Article 37

Trafficking Victims Protection Act of 2000 (TVPA)

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated by reference.

Article 38

Universal Identifier and System of Award Management

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

Article 39

USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

Article 40

Use of DHS Seal, Logo and Flags

Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

Article 41

Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections at 10 U.S.C § 470141 U.S.C. § 4712.

Article 42

Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website at: <https://www.fema.gov/grants/guidance-tools/environmental-historic>. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article 43

Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the

requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article 44

[Reserved]

Article 45

Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

Article 46

[Reserved]

Article 47

Indirect Cost Rate

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

EXHIBIT D –RESERVED

EXHIBIT E - INFORMATION REQUIRED BY 2 CFR § 200.332(A)(1)

Federal Award Identification:

- (i) Subrecipient* name (which must match registered name in SAM): Crook County Sheriff Office
 - (ii) Subrecipient's Unique Entity Identifier (SAM): W18XG98KNYF5
 - (iii) Federal Award Identification Number (FAIN): EMS-2024-EP-05006
 - (iv) Federal Award Date: October 1, 2023
 - (v) Sub-award Period of Performance Start and End Date July 1, 2024 to June 30, 2025
 - (vi) Sub-award budget period start and end dates: July 1, 2024 to June 30, 2025
 - (vii) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient: \$66,170.00
 - (viii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation: \$66,170.00
 - (ix) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity: \$66,170.00
 - (x) Federal award project description as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): 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) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:
 - (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
 - (xii) The Federal Assistance Listing (formerly CFDA) Number and Name: 97.042, Emergency Management Performance Grant
Amount: \$4,793,987.00
 - (xiii) Is Award R&D? No
 - (xiv) Indirect cost rate for the Federal award: N/A
- * For the purposes of this Exhibit C, "Subrecipient" refers to Recipient and "pass-through entity" refers to OEM.

EXHIBIT F - RESERVED

AGENDA ITEM REQUEST



Date:

January 7, 2025

Meeting date desired:

January 15, 2025

Subject:

Replacement Jail Cameras

Background and policy implications:

This summer, the County was notified that its jail camera system software would no longer be supported as of 2026. Preparation and installation times for a project like this can be several months. The County solicited three bids for this work:

- *Hanwha - \$183,500.00*
- *Avigilon - \$289,600.00*
- *Bosch - \$301,000.00*

Staff recommends awarding the contract to Hanwha. In addition to price, Hanwha's proposal best serves the County because the system utilizes much of the existing hardware, provides a quicker installation process, and is compatible with the recent update to the Jail's computer system.

Budget/fiscal impacts:

\$183,500 – partially offset by grants, one has been secured thus far I am actively looking for additional supplemental funding.

Requested by:

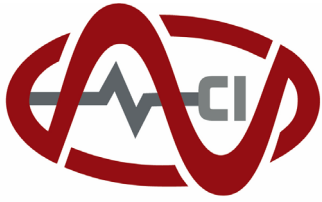
*Andrew Rasmussen, Corrections Lieutenant
Andrew.rasmussen@crookcountysheriff.org
541-416-3620*

Presenters:

Andrew Rasmussen, James Preuss, John Eisler

Legal review (only if requested):

Yes



ACCURATE CONTROLS, INC.

June 18th, 2024

**RE: Price Quotation for the Crook County Detention Center
VMS systems upgrade
Prine, OR**

Video Surveillance System upgrade

Summary of Scope:

This Proposal is for upgrade of the existing Pelco Video Expert System to a Avigilon Video management system. This approach is the migration plan from Pelco to Avigilon which are both under the Motorola umbrella. Also, with this upgrade the security controls computers will be upgraded as they are end of life expectancy and to be able to maintain the integrated camera callup functionality.

This proposal also includes a new VMS server, VMS workstation computers, and security control computers with 24" touch screen monitors. All of the existing cameras and all viewing monitors will remain in place and be reused to help keep costs down. This quotation does not include any new cable as the existing cat6 cable can be reused for the updated system.

The security controls computer portion of the upgrade will include Windows 11 computers, Indusoft licenses 2020 R2 license. The station that are going to be upgraded are as follows: MC1, MC2, and SMC (event Logging).

Installation Plan:

This installation plan is laid out to help keep the jail operating as smooth as possible. There is going to be some periods of time when the video system is going to be offline. Accurate Controls will coordinate with the facility staff before any of these offline periods take place.

The first phase of the installation plan is going to involve creating a list of all devices that do not work or have issues.

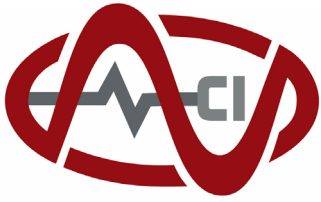
The second phase of this installation will include replacing the existing security control computers and touchscreen monitors. These stations can be replaced in any order so replacement times can be setup for more convenient times during the day.

Phase three of this plan will include the demolition and installation of the headend equipment in the existing cabinets. At this time the VMS systems will be down. Coordination with the facility on their practices will be done before this takes place.

Phase four of the installation will involve adding the new Video application server, to the main security equipment room. Also, at this time the new video viewing stations will be installed at the control room locations.

The Fifth phase of the installation plan includes testing of the new systems for functionality.

The last phase of this installation plan is to have a shake down period to find and remedy any issues as well as to have owner/ operator training classes.



ACCURATE CONTROLS, INC.

Control Room Layouts:

Master Control (MC1 MC2) – (2) Security control computers with (2) 32" touchscreen monitors, (5) VMS workstation computers, (2) existing 22 monitors for callup functions, and (6) existing 32" wall monitors.

Sheriff's Office A108 – (1) new VMS station and reuse existing 42" monitor.

Under Sheriff's Office A109 – (1) new VMS station and reuse existing 42" monitor.

Jail Commander Office D106 - (1) new VMS station and reuse existing 42" monitor, (1) new SMC computer with (1) new 24" monitor.

Booking B116 – (1) new VMS station and reuse existing 42" monitor.

This quotation includes adding the following new security electronics equipment:

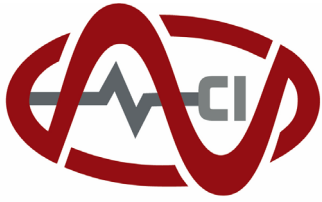
- (1) Avigilon Network Video Recorder 280TB application / storage server
- (98) Avigilon enterprise camera licenses
- (98) Avigilon Unity point of sale stream licenses
- (9) HP Video workstations with up to 2 video monitors attached
- (3) HP workstation computers for security controls
- (2) HP E24T 24" touch screen monitors
- (1) HP E24 24" monitor for SMC
- (2) Cyber Acoustics speakers
- (1) PCI express NIC card
- (3) Indusoft upgrade license

Inclusions:

- All equipment to replace the Pelco Video Expert VMS system platform
- System engineering
- System programming
- Project management
- Head end equipment installation in existing racks and final terminations
- Onsite system startup, testing and certification
- Quotation includes (1) technician on site for 4 weeks for installation.
- Quotation includes (2) day of professional Owner operator, administrative and maintenance training
- Freight from our facility to the project site included in our quotation
- As-built drawings

Exceptions:

- Spare equipment
- All work to be completed on 1st shift Monday thru Friday 7:00 am to 4:30 pm
- Some work will require the disruption of normal operations
- Sales tax on materials
- Reusing existing all field wire
- New CCTV monitors
- Existing Millwork
- Reusing existing UPS
- Conduit and conduit install



ACCURATE CONTROLS, INC.

Assumptions/Clarifications:

- Prevailing wages do not apply.
- ACI does not include new cabling in this proposal. It is assumed that no new cabling is needed for this project.
- New video management recording server is sized to record all cameras for a minimum of 60 days on continuous recording.
- ACI will send one of our professional training team members to train staff for two full days on the new video management system equipment.

Quotation:

Total Quotation = \$289,600.00

Warranty:

Accurate Controls, Inc. shall guarantee our labor and materials to be free from defects for a period of one (1) year from final acceptance of installation. We shall replace defective materials in a timely fashion after diagnosis. Accurate Controls, Inc. will not replace or warrant hardware which is damaged due to negligence, acts of god or vandalism.

Summary:

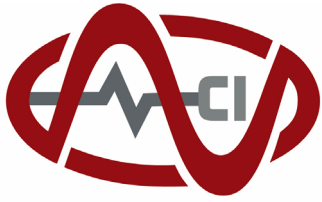
Quotation valid for 60 days and subject to change thereafter.

Accurate Controls, Inc. is a national UL508A integrator of the preceding equipment with all of our project coordinators, technicians, and engineers being factory authorized. For more information about Accurate Controls, Inc. please visit our website at www.accuratecontrols.com. If you have any questions, comments or suggestions, please feel free to call me at 920-896-4044

Respectfully,

Jeremy Dahlke

Jeremy Dahlke
Director of Customer Service Sales
jdahlke@accuratecontrols.com



ACCURATE CONTROLS, INC.

January 6th, 2025

**RE: Price Quotation for the Crook County Detention Center
VMS systems upgrade
Prine, OR**

Video Surveillance System upgrade

Summary of Scope:

This Proposal is for upgrade of the existing Pelco Video Expert System to a Hanwha Video management system. The new Hanwha system will be easier to maintain as the manufacturer currently does not have a software maintenance agreement for the customer to purchase. The customer will not be forced to buy a software maintenance agreement to receive software updates and technical support with the Hanwha system. Also, with this upgrade the security controls computers will be upgraded as they are end of life expectancy and to be able to maintain the integrated camera callup functionality.

This proposal also includes a new VMS server, VMS workstation computers, and security control computers with 24" touch screen monitors. Most of the existing cameras and all viewing monitors will remain in place and be reused to help keep costs down. This quotation does not include any new cable as the existing cat6 cable can be reused for the updated system.

The security controls computer portion of the upgrade will include Windows 11 computers, Indusoft licenses 2020 R2 license. The station that are going to be upgraded are as follows: MC1, MC2, and SMC (event Logging).

Installation Plan:

This installation plan is laid out to help keep the jail operating as smooth as possible. There is going to be some periods of time when the video system is going to be offline. Accurate Controls will coordinate with the facility staff before any of these offline periods take place.

The first phase of the installation plan is going to involve creating a list of all devices that do not work or have issues.

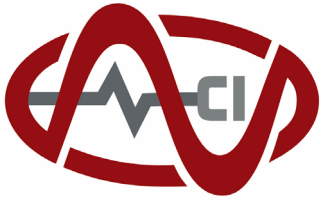
The second phase of this installation will include replacing the existing security control computers and touchscreen monitors. These stations can be replaced in any order so replacement times can be setup for more convenient times during the day.

Phase three of this plan will include the demolition and installation of the headend equipment in the existing cabinets. At this time the VMS systems will be down. Coordination with the facility on their practices will be done before this takes place.

Phase four of the installation will involve adding the new Video application server, to the main security equipment room. Also, at this time the new video viewing stations will be installed at the control room locations.

The Fifth phase of the installation plan includes testing of the new systems for functionality.

The last phase of this installation plan is to have a shake down period to find and remedy any issues as well as to have owner/ operator training classes.



ACCURATE CONTROLS, INC.

Control Room Layouts:

Master Control (MC1 MC2) – (2) Security control computers with (2) 32” touchscreen monitors, (5) VMS workstation computers, (2) existing 22 monitors for callup functions, and (6) existing 32” wall monitors.

Sheriff’s Office A108 – (1) new VMS station and reuse existing 42” monitor.

Under Sheriff’s Office A109 – (1) new VMS station and reuse existing 42” monitor.

Jail Commander Office D106 - (1) new VMS station and reuse existing 42” monitor, (1) new SMC computer with (1) new 24” monitor.

Booking B116 – (1) new VMS station and reuse existing 42” monitor.

This quotation includes adding the following new security electronics equipment:

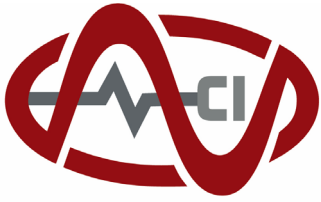
- (2) Hanwha 2U Wisenet WAVE Network Video Recorder 72TB usable storage
- (3) Hanwha Video wall licenses
- (9) Hanwha workstations with up to 2 video monitors attached
- (8) Hanwha Corner Mount cameras – to replace Pelco Corner mount cameras that are not compatible.
- (1) Hanwha 48 channel camera license
- (1) Hanwha 24 channel camera license
- (1) Hanwha 16 channel camera license
- (2) Hanwha 1 channel camera license
- (3) HP workstation computers for security controls
- (2) HP E24T 24” touch screen monitors
- (1) HP E24 24” monitor for SMC
- (2) Cyber Acoustics speakers
- (1) PCI express NIC card
- (3) Indusoft upgrade license

Inclusions:

- All equipment to replace the Pelco Video Expert VMS system platform
- System engineering
- System programming
- Project management
- Head end equipment installation in existing racks and final terminations
- Onsite system startup, testing and certification
- Quotation includes (1) technician on site for 4 weeks for installation.
- Quotation includes (2) day of professional Owner operator, administrative and maintenance training
- Freight from our facility to the project site included in our quotation
- As-built drawings

Exceptions:

- Spare equipment
- All work to be completed on 1st shift Monday thru Friday 7:00 am to 4:30 pm
- Some work will require the disruption of normal operations
- Sales tax on materials
- Reusing existing all field wire



ACCURATE CONTROLS, INC.

- New CCTV monitors
- Existing Millwork
- Reusing existing UPS
- Conduit and conduit install

Assumptions/Clarifications:

- Prevailing wages do not apply.
- ACI does not include new cabling in this proposal. It is assumed that no new cabling is needed for this project.
- New video management recording server is sized to record all cameras for a minimum of 60 days on continuous recording.
- ACI will send one of our professional training team members to train staff for two full days on the new video management system equipment.

Quotation:

Total Quotation = \$183,500.00

Warranty:

Accurate Controls, Inc. shall guarantee our labor and materials to be free from defects for a period of one (1) year from final acceptance of installation. We shall replace defective materials in a timely fashion after diagnosis. Accurate Controls, Inc. will not replace or warrant hardware which is damaged due to negligence, acts of god or vandalism.

Summary:

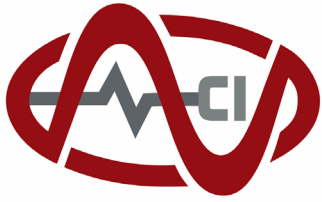
Quotation valid for 60 days and subject to change thereafter.

Accurate Controls, Inc. is a national UL508A integrator of the preceding equipment with all of our project coordinators, technicians, and engineers being factory authorized. For more information about Accurate Controls, Inc. please visit our website at www.accuratecontrols.com. If you have any questions, comments or suggestions, please feel free to call me at 920-896-4044

Respectfully,

Jeromy Dahlke

Jeromy Dahlke
Director of Customer Service Sales
jdahlke@accuratecontrols.com



ACCURATE CONTROLS, INC.

October 8th, 2024

**RE: Price Quotation for the Crook County Detention Center
VMS systems upgrade
Prine, OR**

Video Surveillance System upgrade

Summary of Scope:

This Proposal is for upgrade of the existing Pelco Video Expert System to a Bosch Video management system. The new Bosch system will be easier to maintain as than Avigilon as this proposal will include FM licenses which does not require a yearly fee for software maintenance. The customer will not be forced to buy a software maintenance agreement to receive software updates and technical support with the Bosch system. Also, with this upgrade the security controls computers will be upgraded as they are end of life expectancy and to be able to maintain the integrated camera callup functionality.

This proposal also includes a new VMS server, VMS workstation computers, and security control computers with 24" touch screen monitors. Most of the existing cameras and all viewing monitors will remain in place and be reused to help keep costs down. This quotation does not include any new cable as the existing cat6 cable can be reused for the updated system.

The security controls computer portion of the upgrade will include Windows 11 computers, Indusoft licenses 2020 R2 license. The station that are going to be upgraded are as follows: MC1, MC2, and SMC (event Logging).

Installation Plan:

This installation plan is laid out to help keep the jail operating as smooth as possible. There is going to be some periods of time when the video system is going to be offline. Accurate Controls will coordinate with the facility staff before any of these offline periods take place.

The first phase of the installation plan is going to involve creating a list of all devices that do not work or have issues.

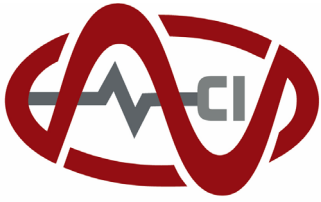
The second phase of this installation will include replacing the existing security control computers and touchscreen monitors. These stations can be replaced in any order so replacement times can be setup for more convenient times during the day.

Phase three of this plan will include the demolition and installation of the headend equipment in the existing cabinets. At this time the VMS systems will be down. Coordination with the facility on their practices will be done before this takes place.

Phase four of the installation will involve adding the new Video application server, to the main security equipment room. Also at this time the new video viewing stations will be installed at the control room locations.

The Fifth phase of the installation plan includes testing of the new systems for functionality.

The last phase of this installation plan is to have a shake down period to find and remedy any issues as well as to have owner/ operator training classes.



ACCURATE CONTROLS, INC.

Control Room Layouts:

Master Control (MC1 MC2) – (2) Security control computers with (2) 32" touchscreen monitors, (5) VMS workstation computers, (2) existing 22 monitors for callup functions, and (6) existing 32" wall monitors.

Sheriff's Office A108 – (1) new VMS station and reuse existing 42" monitor.

Under Sheriff's Office A109 – (1) new VMS station and reuse existing 42" monitor.

Jail Commander Office D106 - (1) new VMS station and reuse existing 42" monitor, (1) new SMC computer with (1) new 24" monitor.

Booking B116 – (1) new VMS station and reuse existing 42" monitor.

This quotation includes adding the following new security electronics equipment:

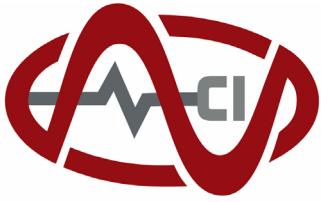
- (1) Bosch MHW-S380RA-SC central server with extended warranty
- (2) Bosch DIP-74C8-8HD Storage serves
- (1) Bosch DIP-AIO-8HDD-T replacement hard drive
- (9) Bosch MHW-WZ4G5-HEN3 workstations with up to 4 video monitors attached
- (1) Bosch MBV-BPLU-DIP-FM base license
- (66) Bosch MBV-XCHANPLU-FM channel licenses
- (4) Bosch MBV-XWSTPLU-FM workstation licenses
- (77) Bosch NDE-5702-A fixed dome cameras
- (2) Bosch NDA-5070-COV 50 piece conduit covers
- (12) Bosch NBE-5703-AL bullet cameras
- (8) Bosch NCE-7703-FK Corner Mount cameras
- (8) Bosch NDA-7080-CBB surface back boxes
- (1) Bosch NDM-7702-A multi imager camera
- (3) HP workstation computers for security controls
- (2) HP E24T 24" touch screen monitors
- (1) HP E24 24" monitor for SMC
- (2) Cyber Acoustics speakers
- (1) PCI express NIC card
- (3) Indusoft upgrade license

Inclusions:

- All equipment to replace the Pelco Video Expert VMS system platform
- System engineering
- System programming
- Project management
- Head end equipment installation in existing racks and final terminations
- Onsite system startup, testing and certification
- Quotation includes (1) technician on site for 8 weeks for installation.
- Quotation includes (2) day of professional Owner operator, administrative and maintenance training
- Freight from our facility to the project site included in our quotation
- As-built drawings

Exceptions:

- Spare equipment



ACCURATE CONTROLS, INC.

- All work to be completed on 1st shift Monday thru Friday 7:00 am to 4:30 pm
- Some work will require the disruption of normal operations
- Sales tax on materials
- Reusing existing all field wire
- New CCTV monitors
- Existing Millwork
- Reusing existing UPS
- Conduit and conduit install

Assumptions/Clarifications:

- Prevailing wages do not apply.
- ACI does not include new cabling in this proposal. It is assumed that no new cabling is needed for this project.
- New video management recording server is sized to record all cameras for a minimum of 60 days on continuous recording.
- ACI will send one of our professional training team members to train staff for two full days on the new video management system equipment.

Quotation:

Total Quotation = \$301,000.00

Warranty:

Accurate Controls, Inc. shall guarantee our labor and materials to be free from defects for a period of one (1) year from final acceptance of installation. We shall replace defective materials in a timely fashion after diagnosis. Accurate Controls, Inc. will not replace or warrant hardware which is damaged due to negligence, acts of god or vandalism.

Summary:

Quotation valid for 60 days and subject to change thereafter.

Accurate Controls, Inc. is a national UL508A integrator of the preceding equipment with all of our project coordinators, technicians, and engineers being factory authorized. For more information about Accurate Controls, Inc. please visit our website at www.accuratecontrols.com. If you have any questions, comments or suggestions, please feel free to call me at 920-896-4044

Respectfully,

Jeromy Dahlke

Jeromy Dahlke
Director of Customer Service Sales
jdahlke@accuratecontrols.com

GOODS AND SERVICES CONTRACT

CONTRACTOR: Accurate Controls, Inc. DATE: January 22, 2025

ADDRESS: 420 E. Oshkosh Street, Ripon, WI 54971

PHONE NUMBER: 920-896-4044 EMAIL: jdahlke@accuratecontrols.com

This Goods and Services Contract (Agreement) by and between Accurate Controls, Inc. (Contractor) and Crook County, a political subdivision of the State of Oregon (County), entered into this date written above, authorizes Contractor to carry out and complete the services as described below in consideration of the mutual covenants set forth herein.

1. **PROJECT:** The services as described on Exhibit E to this Agreement are to be provided by Contractor in connection with a Project identified as follows: Hanwha Video management system installation.
2. **DURATION:** This Agreement shall run from January 22, 2025 (“effective date”) through December 31, 2025, unless terminated or extended according to the provisions of this Agreement.
3. **SCOPE OF SERVICES:** Contractor will perform the services as described on Exhibit E attached hereto.
4. **FEE FOR SERVICES:** Contractor’s fee for the services identified on Exhibit E to this Agreement shall be: One Hundred Eighty-Three Thousand Five Hundred and no/100 Dollars (\$183,500.00).
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: Business Associate Agreement
 - Exhibit E: Scope of Services
7. **TAX DUTIES AND LIABILITIES:** Excluding any applicable sales tax, as described in Ex. E, 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 ten (10) 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 ten (10) 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 Board of Commissioners 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 the prior written approval of County. No such written approval shall relieve Contractor of any obligations of this Agreement, and any transferee or subcontractor shall be considered the agent of Contractor. Contractor shall remain liable as between the original parties to this Agreement as if no such assignment had occurred.

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. 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.

16.6. 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.

16.7. 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.

16.8. 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.

16.9. 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."

- 16.10. GOVERNING LAW AND VENUE: Any dispute under this Agreement shall be governed by Oregon law, with venue being located in Crook County, Oregon.
- 16.11. 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.
- 16.12. 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.
- 16.13. 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
- 16.14. 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.
- 16.15. 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.
- 16.16. 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.
- 16.17. 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.

16.18. 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.

16.19. 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.

16.20. 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.

16.21. TAX CREDITS: Should Contractor become entitled to tax credits or tax deductions directly attributable to the costs of energy-efficiency attributes included in the project, such as those provided for in IRS Notice 2008-40, Contractor and County agree to share equally in any net tax benefit received by Contractor. For the purposes of this provision: (a) "net tax benefit" means the reasonable estimate of the net reduction in Contractor's tax liability for the current period, including any tax benefit, reduced by Contractor's reasonable costs for applying for and calculating the benefit, and (b) "reduction in Contractor's tax liability" means a reduction in the amounts due or to become due for federal and state income taxes of Contractor, Contractor's subcontractors, its partners, members, and shareholders.

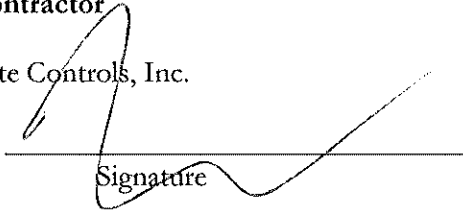
16.22. COUNTERPARTS: This Professional Services Contract may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together shall constitute one in the same instrument. Facsimiles and electronic transmittals of the signed document shall be binding 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

Accurate Controls, Inc.

By:


Signature

Jeromy Dahlke
Printed Name

Title: Director of Customer Service Sales

Date: 1-17-2025

For Crook County

BOARD OF COMMISSIONERS

Seth Crawford, County Commissioner

Date: _____

Susan Hermreck, County Commissioner

Date: _____

Brian Barney, County Commissioner

Date: _____

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

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BA Agreement”) between County of Crook (County) and Contractor is adopted to ensure that Contractor will appropriately safeguard protected health information (“PHI”) that is created, received, maintained, or transmitted on behalf of County in compliance with the applicable provisions of Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended (“HIPAA”), and with Public Law 111-5 of February 17, 2009, known as the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D – Privacy, Sections 13400, *et seq.*, the Health Information Technology and Clinical Health Act, as amended (the “HITECH Act”).

A. General Provisions

1. **Meaning of Terms.** The terms used in this BA Agreement shall have the same meaning as those terms defined in HIPAA.
2. **Regulatory References.** Any reference in this BA Agreement to a regulatory section means the section currently in effect or as amended.
3. **Interpretation.** Any ambiguity in this BA Agreement shall be interpreted to permit compliance with HIPAA.

B. Obligations of Business Associate

Contractor agrees that it will:

1. Not use or further disclose PHI other than as permitted or required by this BA Agreement or as required by law;
2. Use appropriate safeguards and comply, where applicable, with Subpart C of 45 CFR Part 164 to prevent use or disclosure of PHI other than as provided for by this BA Agreement;
3. Report to County any use or disclosure of PHI not provided for by this BA Agreement of which it becomes aware, including any security incident (as defined in 45 CFR 164.304) and any breaches of unsecured PHI as required by 45 CFR §164.410. Breaches of unsecured PHI shall be reported to County without unreasonable delay but in no case later than 60 days after discovery of the breach;
4. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Contractor agree to the same restrictions, conditions, and requirements that apply to Contractor with respect to such information;
5. Make available PHI in a designated record set to County as necessary to satisfy County’s obligation under 45 CFR 164.524 in no more than 30 days of a request;
6. Make any amendment(s) to PHI in a designated record set as directed by County, or take other measures necessary to satisfy County’s obligations under 45 CFR §164.526 in no more than 30 days of a request;
7. Maintain and make available information required to provide an accounting of disclosures to County or an individual who has a right to an accounting within 60 days and as necessary to satisfy County’s obligations under 45 CFR §164.528;
8. To the extent that Contractor is to carry out any of County’s obligations under Subpart E of 45 CFR Part 164, Contractor shall comply with the requirements of Subpart E of 45 CFR Part 164 that apply to County when it carries out that obligation;

9. Make its internal practices, books, and records available to the Secretary of the Department of Health and Human Services for purposes of determining compliance with the HIPAA rules;
10. County shall notify Contractor of any restriction on the use or disclosure of PHI that County has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Contractor's use or disclosure of PHI; and
11. If County is subject to the Red Flags Rule (found at 16 CFR §681.1 *et seq.*), Contractor agrees to assist County in complying with its Red Flags Rule obligations by: (a) implementing policies and procedures to detect relevant Red Flags (as defined under 16 C.F.R. §681.2); (b) taking all steps necessary to comply with the policies and procedures of County's Identity Theft Prevention Program; (c) ensuring that any agent or third party who performs services on its behalf in connection with covered accounts of County agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft; and (d) alerting County of any red flag incident (as defined by the Red Flag Rules) of which it becomes aware, the steps it has taken to mitigate any potential harm that may have occurred, and provide a report to County of any threat of identity theft as a result of the incident.
12. If Contractor is part of a larger organization, Contractor will implement policies and procedures to protect PHI from unauthorized access by the larger organization.

C. Permitted Uses and Disclosures by Business Associate

The specific uses and disclosures of PHI that may be made by Contractor on behalf of County are limited to:

1. The review of patient care information in the course of Contractor conducting risk and compliance assessment activities, or providing County with a Control Activity Gap Analysis, or the review of PHI and other information necessary to assist County in developing its HIPAA compliance program; and
2. Other uses or disclosures of PHI as permitted by the HIPAA rules as necessary to perform the services set forth in the Agreement.
3. Uses or disclosures of protected health information as required by law.

D. Termination

1. County may terminate this Agreement if County determines that Contractor has violated a material term of the BA Agreement.
2. If either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party's obligations under this BA Agreement, that party shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate the Agreement, if feasible.
3. Upon termination of this Agreement for any reason, Contractor shall return to County or destroy all PHI received from County, or created, maintained, or received by Contractor on behalf of County that Contractor still maintains in any form. Contractor shall retain no copies of the PHI. If return or destruction is infeasible, the protections of this BA Agreement will extend to such PHI.
4. The obligations under section D are perpetual and shall survive termination of this Agreement.



ACCURATE CONTROLS, INC.

EXHIBIT E Scope of Services

January 6th, 2025

**RE: Price Quotation for the Crook County Detention Center
VMS systems upgrade
Prine, OR**

Video Surveillance System upgrade

Summary of Scope:

This Proposal is for upgrade of the existing Pelco Video Expert System to a Hanwha Video management system. The new Hanwha system will be easier to maintain as the manufacturer currently does not have a software maintenance agreement for the customer to purchase. The customer will not be forced to buy a software maintenance agreement to receive software updates and technical support with the Hanwha system. Also, with this upgrade the security controls computers will be upgraded as they are end of life expectancy and to be able to maintain the integrated camera callup functionality.

This proposal also includes a new VMS server, VMS workstation computers, and security control computers with 24" touch screen monitors. Most of the existing cameras and all viewing monitors will remain in place and be reused to help keep costs down. This quotation does not include any new cable as the existing cat6 cable can be reused for the updated system.

The security controls computer portion of the upgrade will include Windows 11 computers, Indusoft licenses 2020 R2 license. The station that are going to be upgraded are as follows: MC1, MC2, and SMC (event Logging).

Installation Plan:

This installation plan is laid out to help keep the jail operating as smooth as possible. There is going to be some periods of time when the video system is going to be offline. Accurate Controls will coordinate with the facility staff before any of these offline periods take place.

The first phase of the installation plan is going to involve creating a list of all devices that do not work or have issues.

The second phase of this installation will include replacing the existing security control computers and touchscreen monitors. These stations can be replaced in any order so replacement times can be setup for more convenient times during the day.

Phase three of this plan will include the demolition and installation of the headend equipment in the existing cabinets. At this time the VMS systems will be down. Coordination with the facility on their practices will be done before this takes place.

Phase four of the installation will involve adding the new Video application server, to the main security equipment room. Also, at this time the new video viewing stations will be installed at the control room locations.

The Fifth phase of the installation plan includes testing of the new systems for functionality.

The last phase of this installation plan is to have a shake down period to find and remedy any issues as well as to have owner/ operator training classes.



ACCURATE CONTROLS, INC.

Control Room Layouts:

Master Control (MC1 MC2) – (2) Security control computers with (2) 32" touchscreen monitors, (5) VMS workstation computers, (2) existing 22 monitors for callup functions, and (6) existing 32" wall monitors.

Sheriff's Office A108 – (1) new VMS station and reuse existing 42" monitor.

Under Sheriff's Office A109 – (1) new VMS station and reuse existing 42" monitor.

Jail Commander Office D106 - (1) new VMS station and reuse existing 42" monitor, (1) new SMC computer with (1) new 24" monitor.

Booking B116 – (1) new VMS station and reuse existing 42" monitor.

This quotation includes adding the following new security electronics equipment:

- (2) Hanwha 2U Wisenet WAVE Network Video Recorder 72TB usable storage
- (3) Hanwha Video wall licenses
- (9) Hanwha workstations with up to 2 video monitors attached
- (8) Hanwha Corner Mount cameras – to replace Pelco Corner mount cameras that are not compatible.
- (1) Hanwha 48 channel camera license
- (1) Hanwha 24 channel camera license
- (1) Hanwha 16 channel camera license
- (2) Hanwha 1 channel camera license
- (3) HP workstation computers for security controls
- (2) HP E24T 24" touch screen monitors
- (1) HP E24 24" monitor for SMC
- (2) Cyber Acoustics speakers
- (1) PCI express NIC card
- (3) Indusoft upgrade license

Inclusions:

- All equipment to replace the Pelco Video Expert VMS system platform
- System engineering
- System programming
- Project management
- Head end equipment installation in existing racks and final terminations
- Onsite system startup, testing and certification
- Quotation includes (1) technician on site for 4 weeks for installation.
- Quotation includes (2) day of professional Owner operator, administrative and maintenance training
- Freight from our facility to the project site included in our quotation
- As-built drawings

Exceptions:

- Spare equipment
- All work to be completed on 1st shift Monday thru Friday 7:00 am to 4:30 pm
- Some work will require the disruption of normal operations
- Sales tax on materials
- Reusing existing all field wire



ACCURATE CONTROLS, INC.

- New CCTV monitors
- Existing Millwork
- Reusing existing UPS
- Conduit and conduit install

Assumptions/Clarifications:

- Prevailing wages do not apply.
- ACI does not include new cabling in this proposal. It is assumed that no new cabling is needed for this project.
- New video management recording server is sized to record all cameras for a minimum of 60 days on continuous recording.
- ACI will send one of our professional training team members to train staff for two full days on the new video management system equipment.

Quotation:

Total Quotation = \$183,500.00

Warranty:

Accurate Controls, Inc. shall guarantee our labor and materials to be free from defects for a period of one (1) year from final acceptance of installation. We shall replace defective materials in a timely fashion after diagnosis. Accurate Controls, Inc. will not replace or warrant hardware which is damaged due to negligence, acts of god or vandalism.

Summary:

Quotation valid for 60 days and subject to change thereafter.

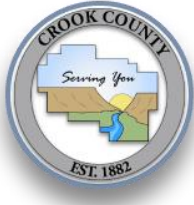
Accurate Controls, Inc. is a national UL508A integrator of the preceding equipment with all of our project coordinators, technicians, and engineers being factory authorized. For more information about Accurate Controls, Inc. please visit our website at www.accuratecontrols.com. If you have any questions, comments or suggestions, please feel free to call me at 920-896-4044

Respectfully,

Jeromy Dahlke

Jeromy Dahlke
Director of Customer Service Sales
jdahlke@accuratecontrols.com

AGENDA ITEM REQUEST



Date: 1/7/25

Meeting date desired: 1/15/2025 – *Work session*

Subject: Airport- CORE Grant agreement/signature request – 250k Hangar building project.

Background and policy implications:

The Airport has been selected to receive a (CORE/State) construction grant for the construction of a 10 unit aircraft storage building. This specific 250k grant from the state is in support of Crook county in order to recover a portion not covered by FAA infrastructure Bill funds.

Design and engineering is complete, construction scheduled to start spring 2025 and completion by September 1, 2025.

Budget/fiscal impacts:

Total project funding is FAA – approx.\$725K / State -\$250,00k / Local – \$425,315
- \$1,400,315 Total

Requested by:

Kelly Coffelt Airport Manager.

Presenters:

Kelly Coffelt – Airport Manager

Legal review (only if requested):

Legal reviewed - John Eisler

GRANT AGREEMENT
CRITICAL OREGON AIRPORT RELIEF GRANT PROGRAM AGREEMENT

Crook County/Prineville Airport
Project Name: New Aviation T-Hangar: Design and Construction

THIS AGREEMENT is made and entered into by and between the **State of Oregon**, acting by and through its Department of Aviation, (“ODAV”), and **Crook County**, a public entity acting by and through its elected officials, (“Recipient”), (ODAV and Recipient, collectively the “Parties”).

BACKGROUND

A. The State of Oregon has established the Aviation System Action Program (the “Program”) pursuant to ORS 319.023(5).

B. Among the purposes of the Program are:

- a. Assisting airports in Oregon with match requirements for Federal Aviation Administration (FAA) grants;
- b. Making grants for emergency preparedness and infrastructure projects in accordance with the Oregon Resilience Plan or the Oregon Aviation Plan; and
- c. Making grants for services critical or essential to aviation; aviation-related economic development; and airport development for local economic development.

C. Recipient applied for a grant through the Program to undertake the project described in Exhibit A , attached and incorporated by this reference (the “Project”). The Project will benefit the **Prineville Airport (the “Airport”)**.

D. ODAV approved a grant in the maximum amount of **\$250,000.00** and is willing to provide the grant to Recipient for the Project on the terms and conditions of this Agreement.

TERMS OF AGREEMENT

1. Effective Date. This Agreement shall become effective on the date that it is fully executed and approved as required by applicable law (the “Effective Date”). Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project costs incurred on or after the Effective Date through the date that is two years after the Effective Date (the “Availability Termination Date”). No Grant funds are available for any expenditure before the Effective Date, with the exception of expenditures associated with Priority 1 FAA grant match projects.

2. Agreement Documents. This Agreement consists of this document and the following documents:

- a. **Exhibit A: Project Description, Milestones, Schedule, and Budget**
- b. **Exhibit B: Subagreement Insurance Requirements**
- c. **Exhibit C: Recipient Insurance Requirements**

Exhibits A, B, and C are incorporated by reference into this Agreement and are attached hereto. 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: This Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C.

3. Project Cost; Grant Funds; Match; Reimbursement Rate.

a. Project Cost: The total Project cost is estimated at **\$1,400,000.00**. (the "Total Project Cost"), of which **\$739,000.00** is being funded by an FAA grant to Recipient (the "FAA Grant Amount"). The difference between the Total Project Cost and the FAA Grant Amount, **\$611,000.00**, is the "Gap Amount."

b. Grant Funds; Match: ODAV shall provide grant funds to Recipient in an amount not to exceed **\$250,000.00** or **17.86%** of the Total Project Cost, whichever is less (the "Grant Funds"). Recipient shall be responsible for providing matching funds in the amount of **\$61,000.00** or **10%** of the Gap Amount, whichever is greater, for its portion of the Total Project Cost as reflected in Exhibit A, Table 2 (Funding Breakdown).

c. Reimbursement Rate: ODAV shall reimburse Recipient for **17.86%** of the amount of Eligible Costs, provided that in no event shall the total amount reimbursed exceed the sum of **\$250,000.00**. ODAV will withhold five percent (5%) from each disbursement as Retainage (the "Retainage"), which is payable as provided in Section 9.c.

4. Project Implementation and Completion. Recipient shall implement and complete the Project in accordance with the plans and specifications and all documents or plans included in Exhibit A, incorporated herein, as they may be revised or modified with the approval of ODAV. In accordance with the provisions of Section 6, Recipient shall notify ODAV in writing of all changes in the project activities prior to performing any changes and shall not perform any changes without written prior approval from ODAV.

5. Grant Funds.

a. Use of Grant Funds; Grant Award; No Exclusive Right. 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 ODAV approves such changes pursuant to the Project Change Procedures in Section 6 or pursuant to the Amendment provisions of Section 15.c.

- i. Recipient agrees to substantially initiate the Project within six (6) months of the Effective Date.
- ii. In accepting the Grant Funds, Recipient, its contractors, lessees, and their successors and assigns covenant not to sell, transfer, or convey any exclusive right to use the Airport, its improvements or its services at any time during the 20 year-period following the Effective Date.

b. Eligible Project Costs. The Grant Funds may only be used for Recipient's actual Project costs to the extent those costs are (a) reasonable, necessary and directly used for the Project; (b) permitted by generally accepted accounting principles established by the Governmental Accounting Standards Board, as reasonably interpreted by ODAV, to be capitalized to an asset that is part of the Project; and (c) eligible or permitted uses of the Grant Funds under State of Oregon law and this Agreement ("Eligible Project Costs"). Any payment of principal due under any interim financing agreement associated with or executed for the Project will be deemed an Eligible Project Cost only if ODAV (i) specifically determines the costs are reasonable, necessary, and directly used for the Project as provided by this subsection; and (ii) provides the Agency's prior written consent before any claim of reimbursement is submitted.

c. Ineligible Project Costs. The Grant Funds may not be used for any operating or working capital expenditures that Recipient charges to the Project; or for any maintenance costs of the Project; or for any payments made to related parties (as described in Section 13.b. or as prohibited under Section 13.c.) or for any loans or grants to be made to third parties, except as provided in Section 5.b.

d. Request for Reimbursements. ODAV will disburse Grant Funds to Recipient on an expense reimbursement or cost-incurred basis. To obtain reimbursement for Eligible Project Costs, Recipient shall submit to ODAV's Program Coordinators no more frequently than monthly a Request for Reimbursement (Form 109-007), the form of which is incorporated by reference, together with (i) the Milestone Progress Report for that month as required by Section 8.a. and (ii) invoices and other supporting documentation that ODAV may request in its reasonable discretion. In no case will ODAV reimburse a Request for Reimbursement that is not accompanied with the Milestone Progress Report required by Section 8.a.

6. Project Amendment Procedures. Project amendments are required to change an approved project's cost, scope, or timeframe. Recipient shall initiate an amendment through ODAV's grant software program.

a. If Recipient anticipates Project milestones will be delayed by more than ninety (90) days from the milestones shown in Exhibit A, Recipient shall initiate an amendment as soon as Recipient becomes aware of any possible delay. The amendment must be submitted prior to the milestone completion date shown in Exhibit A.

b. Recipient shall not proceed with any changes to Project scope or delivery schedule prior to the execution of an amendment to this Agreement. An amendment may be rejected at the discretion of ODAV. ODAV may choose to request review by the State Aviation Board. Changes will not include additional costs or reimbursement requests in excess of the maximum grant award stated in Section 3.

7. Inspection. ODAV may inspect the Project on a periodic basis and at Project completion. ODAV may conduct any or all of its Project inspections by an onsite walkthrough inspection or, in lieu of a walkthrough inspection, by reviewing date-stamped photographs or video or by using other means satisfactory to ODAV in its sole discretion.

8. Reporting.

a. Milestone Progress Reports. On or before the 15th of every month until the Project completion date or the Availability Termination Date, whichever is earlier, Recipient shall submit to ODAV's Program Coordinators a completed Milestone Progress Report (Form 109-008), the form of which is incorporated by reference, that reports the Project's progress for the preceding month.

b. Final Report. Within ninety (90) days from the Project completion date, Recipient shall submit a

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b. Final Report. Within ninety (90) days from the Project completion date, Recipient shall submit a

written report (the “Final Report”) to ODAV’s Program Coordinators that includes the following information at the minimum:

- i. The number of jobs created or retained both during construction and after Project completion as a direct result of the Project.
- ii. The number of jobs projected in Recipient’s Project application.
- iii. Data on the methodology that measures the Project’s success as described in the grant application.

Recipient’s obligation to provide this report survives expiration of this Agreement. Recipient shall use Final Report form, which Recipient must also sign.

9. Disbursement and Recovery of Grant.

a. Disbursement Generally. ODAV shall reimburse Eligible Project Costs that Recipient incurs, subject to Section 5, up to the maximum amount of Grant Funds provided in Section 3. Reimbursements shall be made by ODAV within forty-five (45) days of ODAV’s approval of a Request for Reimbursement from Recipient.

b. Conditions Precedent to Disbursement. ODAV’s obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- i. ODAV has received funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow ODAV, in the exercise of its reasonable administrative discretion, to make the disbursement.
- ii. Recipient is in compliance with the terms of this Agreement, including without limitation completion of all prerequisites for reimbursement.
- iii. Recipient has provided to ODAV a Request for Reimbursement, together with a Milestone Progress Report, in accordance with Section 5. Recipient must submit its final Request for Reimbursement following completion of the Project and no later than ninety (90) days after the earlier of completion of the Project or the Availability Termination Date . Failure to submit the final Request for Reimbursement within ninety (90) days after the completion of the Project or the Availability Termination Date could result in non-payment.
- iv. Recipient agrees to submit an IRS form W-9 form, and any other required documentation requested by ODAV in order to input Recipient into ODAV’s financial system for the disbursement of Grant Funds.

c. Retainage. ODAV will withhold five percent (5%) from each disbursement for the duration of the Project schedule (the “Retainage”). ODAV will release the cumulative Retainage to Recipient only after ODAV certifies the Project as complete.

d. General Right to withhold Payments. ODAV reserves the right to withhold payment of funds if there are unresolved audit findings, or inadequate information concerning Recipient's Project activities. ODAV reserves the right to reallocate any portion of the Grant Funds that ODAV estimates Recipient will use.

e. Recovery of Grant Funds. Any Grant Funds disbursed to Recipient under this Agreement that are expended in violation of one or more of the provisions of this Agreement (“Misexpended Funds”) or that remain unexpended on the earlier of the Availability Termination Date or termination of this Agreement must be returned to ODAV. Recipient shall return all Misexpended Funds to ODAV promptly after

ODAV's written demand and no later than fourteen (14) days after ODAV's written demand. Recipient shall return all unexpended Grant Funds to ODAV within fourteen (14) days after the earlier of the Availability Termination Date or termination of this Agreement.

10. General Representations and Warranties of Recipient. Recipient represents and warrants to ODAV as follows:

a. Organization and Authority. Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient 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 Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient 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 or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (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 Recipient is a party or by which Recipient 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 Recipient of this Agreement.

b. Binding Obligation. This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, 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. Recipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or anything 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. No Debarment. Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from any federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify ODAV immediately if it is debarred, suspended or otherwise excluded from any federally assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

e. Compliance with Oregon Taxes, Fees and Assessments. Recipient is, to the best of the undersigned's knowledge, and for the useful life of the Project will remain, current on all applicable state and local taxes, fees, and assessments.

11. Special Warranty of Recipient To Maintain and Operate the Airport & Segregate Income.

a. Recipient warrants that it shall maintain and operate the Airport as an airport in a usable, safe, and orderly manner at all times for a period of at least 20 years from the Effective Date. If this condition is not met, Recipient shall immediately reimburse to ODAV all Grant Funds in an amount equal to the total amount of Grant Funds provided for the Project, divided by twenty (20), multiplied by the difference between twenty (20) and the number of years that the Airport remained open after the Effective Date. By way of example only, if \$100,000 in Grant Funds are distributed and Recipient closes the Airport after only seven years of the required 20-year operating period, then Recipient must reimburse ODAV \$65,000 of Grant Funds ($\$100,000/20 \text{ years} = \$5,000$; $\$5,000 \times 13 \text{ years} = \$65,000$).

b. Recipient also warrants and agrees that all income derived from the Airport shall be deposited into a segregated account for a period of at least 20 years from the Effective Date, and these funds shall be used only for the operation, maintenance, or capital improvement of the Airport.

12. Records Maintenance and Access; Audit.

a. Records, Access to Records and Facilities. Recipient 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. Recipient shall ensure that each of its sub-recipients and contractors complies with these requirements. ODAV, the Secretary of State of the State of Oregon (the "Secretary") and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, ODAV, the Secretary and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of ODAV, and the Secretary to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient. Nothing herein is meant to be or will be interpreted to be a waiver of any protection against disclosure of records or communication otherwise provided by law, including protection provided by attorney-client privilege or the attorney work product doctrine.

b. Retention of Records. Recipient shall retain and keep accessible all books, documents, papers, and records, that are directly related to this Agreement, the funds or the Project until the date that is six (6) years following the Availability Termination Date.

c. Expenditure Records. Recipient shall document the expenditure of all Grant Funds disbursed by ODAV under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit ODAV to verify how the Grant Funds were expended.

This Section 12 shall survive any expiration or termination of this Agreement.

13. Recipient Subagreements and Procurements.

Recipient may enter into agreements with sub-recipients or contractors (collectively, "subagreements") for performance of the Project. If Recipient enters into a subagreement, Recipient agrees to comply with the following:

a. Subagreements.

- i. All subagreements must be in writing, executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
- ii. Recipient shall require all of its sub-recipients or contractors performing work under this Agreement to name ODAV as a third-party beneficiary of Recipient's subagreement with the sub-recipient or contractor.

- iii. Recipient shall require its construction contractor to submit a performance bond and payment bond to Recipient for an amount equal to or greater than the estimated cost of the Project. Recipient shall require its construction contractor to name ODAV as an additional or dual obligee on construction contractors' performance bond and payment bond.
- iv. Upon ODAV's request, Recipient shall provide ODAV with a copy of any signed subagreement, as well as identify all owners of the sub-recipient or contractor with whom Recipient entered into the subagreement. This subparagraph shall survive expiration or termination of this Agreement.
- v. Recipient must report to ODAV any material breach of a term or condition of a subagreement relating to this Agreement within ten (10) days of Recipient discovering the breach.

b. Subagreement Indemnification.

- i. ***Recipient's subagreement(s) shall require the other party to such subagreement(s) that is not a unit of local government as defined in Oregon Revised Statute (ORS) 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, the Oregon Aviation Board and its members, the Oregon Department of Aviation and its officers, employees and agents from and against any and all claims, suits, actions, liabilities, damages, losses, costs, or expenses, including attorneys' fees, of any nature whatsoever resulting from or arising out of or relating to, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that ODAV shall, in all instances, except to the extent Claims arising solely from the negligent or willful acts or omissions of ODAV, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.***
- ii. Any such indemnification shall also provide that neither Recipient's sub-recipient(s), contractor(s) or subcontractor(s), nor any attorney engaged by Recipient's sub-recipient(s), contractor(s) or subcontractor(s), shall defend any claim in the name the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's contractor is prohibited from defending the State of Oregon, or that Recipient's sub-recipient or contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Recipient's sub-recipient or contractor if the State of Oregon elects to assume its own defense.
- iii. Recipient shall include provisions in each of its subagreements requiring its sub-recipient(s) or contractor(s) to comply with the indemnification requirements within this Subagreement Indemnification section.

c. Subagreement Insurance.

- i. Recipient shall require its sub-recipient(s) or contractor(s), that are not units of local government as defined in ORS 190.003, to meet the minimum insurance requirements provided in Exhibit B to this Agreement. Recipient shall perform a risk assessment for the work to be performed under its

subagreement(s) and may specify insurance requirements for its sub-recipient(s) or contractor(s) above the minimum insurance requirements specified in Exhibit B. Recipient shall verify that each of its sub-recipient(s) or contractor(s) meet the minimum insurance requirements in Exhibit B.

- ii. Recipient shall require its sub-recipient(s) or contractor(s) to require and verify that all subcontractors carry insurance coverage that the sub-recipient(s) or contractor(s) deem appropriate based on the risks of the subcontracted work.
- iii. Recipient shall include provisions in each of its subagreements requiring its sub-recipient(s) or contractor(s) to comply with the insurance requirements within this Subagreement Insurance section.

d. Conflicts of Interest; Private Recipients. If Recipient is not a public body, as defined in ORS 174.109, Recipient shall not award, enter into, or otherwise participate in any subagreement if a conflict of interest, real or apparent, would arise. Such a conflict arises when any of the following would be a party to the subagreement:

- i. An employee, officer, or agent of Recipient (“Recipient Person”);
- ii. A Recipient Person’s spouse, domestic partner, parent, stepparent, child, sibling, stepsibling, son-in-law or daughter-in-law;
- iii. The parent, stepparent, child, sibling, stepsibling, son-in-law or daughter-in-law of the spouse or domestic partner of a Recipient Person;
- iv. Any individual for whom a Recipient Person has a legal support obligation; or
- v. An organization in which any of the individuals identified in (i) through (iv) is a partner, member, or employee or from which the individual otherwise receives a financial benefit.

e. Conflicts of Interest; Public Recipients. If Recipient is a public body, as defined in ORS 174.109, Recipient’s public officials shall comply with Oregon’s government ethics laws, ORS 244.010 et seq., as those laws may be subsequently amended.

f. Procurements for Public Recipients. If Recipient is a public body, as defined in ORS 174.109, Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code and rules, ensuring that:

- i. all applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement;
- ii. all procurement transactions are conducted in a manner providing full and open competition; and
- iii. procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements).

g. Procurements for Private Recipients. If Recipient is not a public body, as defined in ORS 174.109:

- i. For procurements over \$25,000, Recipient must solicit quotes or bids from at least three sources. If three quotes or bids are not reasonably available, fewer will suffice. In either case, Recipient

shall retain, and provide upon ODAV's request, documentation of the bidding and selection process for all procurements over \$25,000, including Recipient's efforts to obtain the quotes or bids.

- ii. Recipient may not artificially divide or fragment a procurement so as to reduce the procurement amount below the \$25,000 threshold designated by this section.

14. Termination and ODAV Rights Upon Termination.

a. Mutual Termination. This Agreement may be terminated by mutual written consent of the Parties.

b. Termination by ODAV. ODAV may terminate this Agreement effective upon delivery of written notice to Recipient, or at such later date as may be established by ODAV, under any of the following

- i. If work on the Approved Project has not been substantially initiated within six months of the effective date of this agreement;
- ii. If Recipient fails to pay its share of the Project costs;
- iii. If Recipient fails to provide services or funds called for by this Agreement within the time specified herein;
- iv. State statutory requirements have not been met;
- v. If Recipient fails to perform any of its other obligations under this Agreement, and that failure continues for a period of 10 calendar days after the date ODAV delivers Recipient written notice specifying such failure. The ODAV may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action;
- vi. The Department finds that significant corrective actions are necessary to protect the integrity of the Program Funds for the Approved Project and those actions are not, or will not, be made within a reasonable time;
- vii. If any false or misleading representation is made by or on behalf of Recipient in this Agreement or in any document provided by Recipient related to this Agreement or the Project;
- viii. If ODAV fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODAV, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement;
- ix. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that the Project work under this Agreement is prohibited or if ODAV is prohibited from paying for such Project work from the planned funding source; or
- x. If, in the sole opinion of ODAV, the Project would not produce results that are commensurate with the further expenditure of funds.

c. ODAV's Rights upon Termination. Upon termination under Section 14(a) or Section 14(b) above, ODAV may:

- i. Terminate ODAV's commitment and obligation to make any further disbursements of Grant Funds;
- ii. Require Recipient to immediately repay ODAV all disbursed Grant Funds;
- iii. Require return of unexpended Program Funds or repayment of expended Program Funds; and

- iv. For termination on any of the grounds set forth in Section 14(b)(i)-(iv), bar Recipient from applying to ODAV for future assistance.
- v. ODAV's remedies are cumulative, are not exclusive, and are in addition to any other rights and remedies provided by law or under this agreement.
- vi. The Director will consider protests of the funding and Project administrations decisions for the Program. Only Recipients may protest. Protests must be submitted in writing to the Director within 15 business days of the event or action that is being protested. The Director's decision is final. Jurisdiction for review of the Director's decision is in the circuit court for Marion County pursuant to ORS 183.484.

This Paragraph 14.c. shall survive expiration or termination of this Agreement.

15. GENERAL PROVISIONS:

The following a. Contribution and Contract-Related Indemnification and b. Insurance; Workers' Compensation and Employer's Liability sections are applicable to Recipients that are a public agency.

a. Contribution and Contract-Related Indemnification.

- i. For purposes of this Paragraph 15.a., the term "ODAV" means "the State of Oregon, the Oregon Aviation Board and its members, and the Oregon Department of Aviation and its respective officers, employees and agents."
- ii. **Contribution.**
 - A. 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 ODAV or Recipient with respect to which the 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. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
 - B. Except as otherwise provided in Paragraph 15.iii. below, with respect to a Third Party Claim for which ODAV is jointly liable with Recipient (or would be if joined in the Third Party Claim), ODAV 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 Recipient in such proportion as is appropriate to reflect the relative fault of ODAV on the one hand and of Recipient 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 ODAV on the one hand and of Recipient 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. ODAV'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 ODAV had sole liability in the proceeding.

C. Except as otherwise provided in Paragraph 15.iii. below, with respect to a Third Party Claim for which Recipient is jointly liable with ODAV (or would be if joined in the Third Party Claim), Recipient 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 ODAV in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of ODAV 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 Recipient on the one hand and of ODAV 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. Recipient'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.

iii. **Contract-Related Indemnification.** Notwithstanding Paragraph 15.a.ii., and subject to any limitations imposed by State law and the Oregon Constitution, Recipient agrees to the following contract-related indemnification for all projects authorized under this Agreement:

Where Recipient contracts for services or performs project management for a project, Recipient shall accept all responsibility, defend lawsuits, indemnify, and hold ODAV harmless, for all contract-related claims and suits. This includes but is not limited to all contract claims or suits brought by any contractor, whether arising out of the contractor's work, Recipient's supervision of any individual project or contract, or Recipient's failure to comply with the terms of this Agreement.

iv. This Paragraph 15.a. shall survive expiration or termination of this Agreement.

b. Insurance; Workers' Compensation and Employer's Liability. All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide Workers' Compensation insurance coverage for those workers, unless such employers are exempt under ORS 656.126(2). The coverage shall include Employer's Liability insurance with limits of not less than \$500,000 each accident. Recipient shall ensure that each of its sub-recipient(s) or contractor(s) complies with these requirements.

The following a. Indemnification and b. Insurance sections are applicable to Recipients that are a private party.

a. Indemnification.

i. ***RECIPIENT SHALL DEFEND, SAVE, HOLD HARMLESS, AND INDEMNIFY THE STATE OF OREGON, THE OREGON AVIATION BOARD AND ITS MEMBERS, THE OREGON DEPARTMENT OF AVIATION AND ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES LIABILITIES, COSTS (INCLUDING ATTORNEYS' FEES) AND EXPENSES OF ANY NATURE WHATSOEVER RESULTING FROM, ARISING OUT OF, OR RELATING TO THE INTENTIONAL MISCONDUCT, OR RECKLESS OR NEGLIGENT ACTS OR OMISSIONS OF RECIPIENT OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS AGREEMENT.***

ii. State of Oregon shall reasonably cooperate in good faith, at Recipient's reasonable expense, in the defense of a covered claim. Recipient shall select counsel reasonably acceptable to the Oregon Attorney General to defend such claim and all costs of such counsel shall be borne by Recipient.

Counsel must accept appointment as a Special Assistant Attorney General under ORS Chapter 180 before such counsel may act in the name of, or represent the interests of, State of Oregon, its officers, employees or agents. State of Oregon may elect to assume its own defense with an attorney of its own choice and its own expense at any time State of Oregon determines important governmental interests are at stake. State of Oregon agrees to promptly provide Recipient with notice of any claim that may result in an indemnification obligation hereunder. Subject to the limitations noted above, Recipient may defend such claim with counsel of its own choosing provided that no settlement or compromise of any such claim shall occur without the consent of State of Oregon, which consent shall not be unreasonably withheld, conditioned or delayed.

iii. This Section 15.a. shall survive any expiration or termination of this Agreement.

b. Insurance. Recipient shall meet the insurance requirements within Exhibit C.

c. 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.

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. Recipient 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. ODAV and Recipient 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.

g. Notices. Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, email or mailing the same, postage prepaid, to Recipient Contact or ODAV Contact at the 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 personally delivered 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. Any communication or notice mailed shall be deemed to be given when received.

h. Governing Law, Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between ODAV (or any other agency or department of the State of Oregon) and Recipient 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 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. This Paragraph 15.h. shall survive expiration or termination of this

Agreement.

- i. Compliance with Law.** Recipient shall comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the Project including, but not limited to, the provisions of ORS 319.023 and OAR 738 Divisions 124 and 125 where applicable by this Agreement, incorporated herein by reference and made a part of this Agreement. In addition, without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964. This Paragraph 15.h. shall survive expiration or termination of this Agreement. (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. Costs and Expenses Related to Employment of Individuals.** Recipient is responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement, including but not limited to retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholding.
- k. Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of ODAV. Recipient has no right or authority to incur or create any obligation for or legally bind ODAV in any way. ODAV cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of ODAV, 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 several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
- n. Integration and Waiver.** This Agreement, and attached exhibits constitute the entire Agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of ODAV to enforce any provision of this Agreement shall not constitute a waiver by ODAV of that or any other provision.
- o. Electronic Signatures.** The Parties agree that signatures showing on PDF documents, including but not limited to PDF copies of the Agreement and amendments, submitted or exchanged via email are "Electronic Signatures" under ORS Chapter 84 and bind the signing Party and are intended to be and can be relied upon by the Parties. ODAV reserves the right at any time to require the submission of the hard copy

originals of any documents.

p. Questions; Program Coordinators. Questions regarding this Agreement may be directed to:

Oregon Department of Aviation
Attn: COAR Program Coordinators 3040 25th Street SE
Salem, OR 97302

Andria Abrahamson, Program Coordinator
Andria.abrahamson@odav.oregon.gov
503-302-3645

Ermie Buncal, Program Coordinator
ermie.m.buncal@odav.oregon.gov
503-302-9262

In the absence of any of the above-named individuals during the term of this Agreement, ODAV shall notify Recipient in writing of a substitute contact.

Signature Page to Follow

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

The Director of the Department of Aviation or his designee is authorized to act on behalf of State in approving and executing this Agreement.

The State Aviation Board approved the COAR funding request and delegated authority to the Director of the Oregon Department of Aviation to enter into Agreement.

Crook County by and through its
elected officials

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
(Legally designated representative)

Date _____

STATE OF OREGON, by and through its
Oregon Department of Aviation

By _____
Director

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$250000)

By _____
Director

Date _____

ODAV Contacts:

Andria Abrahamson, Program Coordinator
3040 25th Street SE
Salem, OR 97302
503-302-3645
Andria.Abrahamson@ODAV.Oregon.Gov

Ernie Buncal, Program Coordinator
3040 25th Street SE
Salem, OR 97302
503-302-9262
Ernie.M.Buncal@odav.oregon.gov

EXHIBIT A
Project Description, Milestones, Schedule and Budget

Application Number: COAR-2024-S39-00047

Project Name: New Aviation T-Hangar: Design and Construction

A. PROJECT DESCRIPTION

This project includes the Design and Construction of a new 10-unit aviation T-hanger at the Prineville-Crook County Airport to help address the significant hangar lease demand at the airport

B. PROJECT MILESTONES AND SCHEDULE

Milestones are used for evaluating performance on the Project as described in the Agreement. Milestones cannot be changed without an amendment to the Agreement.

If Recipient anticipates that Project milestones will be delayed by more than ninety (90) days, Recipient shall submit a Request for Change Order, as described in Section 6 of the Agreement, to the ODAV Project Coordinators as soon as Recipient becomes aware of any possible delay. The Request for Change order must be submitted before the Milestone completion date shown in Table 1 below.

The anticipated start date of the Project is: **10/01/2024**

The anticipated completion date of the Project is: **03/31/2026**

Table 1: Milestones

Milestone	Description	Estimated Start Date	Estimated Completion Date
1.	25% Completion	10/01/2024	03/01/2025
2.	50% Completion	03/01/2025	08/01/2025
3.	75% Completion	08/01/2025	10/01/2025
4.	100% Completion	10/01/2025	03/31/2026
5.	FAA Grant Agreement Received	10/01/2025	03/31/2026

Table 2: Funding Breakdown

1	COAR Grant Award Amount	\$250,000.00
2	Recipient Match (funds provided by Sponsor other than FAA grant funds)	\$411,000.00
3	FAA Grant Award Amount	\$739,000.00
4	TOTAL PROJECT COST	\$1,400,000.00

EXHIBIT B Subagreement Insurance Requirements

A project insurance risk assessment is required to be conducted to identify insurance types and amounts for the prime construction contractor.

The insurance risk assessment tool is located (TOOL: Services and goods contracts and grant agreements):

[Department of Administrative Services : Contract Insurance Requirement - Tool, Templates & Tool Training : Risk Management : State of Oregon](#)

1. GENERAL.

- a. Recipient shall require in its first-tier subagreements with entities that are not units of local government as defined in ORS 190.003 (if any) that its subrecipients or contractors (“contractor”): i) obtain insurance specified in this Exhibit under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, “TAIL” COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the state of Oregon and that are acceptable to the Recipient. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient 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 Recipient permit work under a subagreement when Recipient 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 the Recipient is a Party. All references to “contractor” in this Exhibit refer to Recipient’s subrecipient(s) or contractor(s) as identified in this Paragraph 1.a.
- b. The insurance specified below is a minimum requirement that the Recipient shall require each of its contractors to meet, and shall include such requirement in each of Recipient’s subagreements with its contractors. Recipient may determine insurance types and amounts in excess of the minimum requirement as deemed appropriate based on the risks of the work outlined within the subagreement.
- c. Recipient shall require each of its contractors to require that all of its subcontractors carry insurance coverage that the contractor deems appropriate based on the risks of the subcontracted work. Recipient’s contractors shall obtain proof of the required insurance coverages, as applicable, from any subcontractor providing services related to the subcontractor contract(s).

2. TYPES AND AMOUNTS.

a. WORKERS’ COMPENSATION AND EMPLOYER’S LIABILITY.

All employers, including Recipient’s contractors, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide Workers’ Compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer’s Liability insurance with limits not less than \$500,000 each accident. **Recipient’s contractors shall require compliance with these requirements in each of their subcontractor contracts.**

b. COMMERCIAL GENERAL LIABILITY.

Commercial General Liability insurance shall be issued on an occurrence basis covering bodily injury and property damage and shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or

crossing, the Recipient’s contractors shall provide the Contractual Liability – Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy.

Amounts below are a minimum requirement as determined by ODAV:

Prime construction contractor:

Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 \$2,000,000 \$5,000,000 per occurrence.

Annual aggregate limit shall not be less than \$2,000,000 \$4,000,000 \$10,000,000.

Other contractor(s):

Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence.

Annual aggregate limit shall not be less than \$2,000,000.

c. AUTOMOBILE LIABILITY.

Automobile Liability insurance covering business-related automobile use covering all owned, non-owned, or hired vehicles for bodily injury and property. Amount below is a minimum requirement as determined by ODAV:

Coverage shall be written with a combined single limit of not less than \$1,000,000.

d. EXCESS/UMBRELLA LIABILITY.

A combination of primary and Excess/Umbrella Liability insurance may be used to meet the minimum required limits of insurance. If any Excess/Umbrella Liability policies are in place, they must be on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying insurance.

e. ADDITIONAL INSURED.

The liability coverages, except Professional Liability and Workers’ Compensation/Employer’s Liability, if included, must endorse the “State of Oregon, the Oregon Aviation Board, and the Oregon Department of Aviation, and their respective officers, members, agents and employees” as an endorsed Additional Insured but only with respect to the contractor’s activities to be performed under the subagreement. Coverage shall be primary and noncontributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations.

Additional Insured Endorsements shall be submitted with the certificate(s) of insurance and must be acceptable to the Recipient.

f. “TAIL” COVERAGE.

If any of the required insurance policies is on a “claims made” basis, such as Professional Liability insurance or Pollution Liability insurance, the contractor shall maintain either “tail” coverage or continuous “claims made” liability coverage, provided the effective date of the continuous “claims made” coverage is on or before the effective date of the subagreement, for a minimum of twenty-four (24) months following the later of : (i) the contractor’s completion and Recipient’s acceptance of all services required under the subagreement or, (ii) the expiration of all warranty periods provided under the subagreement. Notwithstanding the foregoing twenty-four (24) month requirement, if the contractor

elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the twenty-four (24) month period described above, then the contractor may request and ODAV may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If ODAV approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

3. NOTICE OF CANCELLATION OR CHANGE.

The contractor or its insurer must provide thirty (30) days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

4. CERTIFICATE(S) OF INSURANCE.

Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the subagreement. The certificate(s) or an attached endorsement must endorse: i) **"State of Oregon, the Oregon Aviation Board, and the Oregon Department of Aviation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured in regards to the Commercial General Liability and Automobile Liability policies and ii) that all liability insurance coverages shall be primary and noncontributory with any other insurance and self-insurance, with exception of Professional Liability and Workers' Compensation/Employer's Liability.

The Recipient shall immediately notify ODAV of any change in insurance coverage.

**Recipient Insurance Requirements
EXHIBIT C**

Applicable to Recipients that are not a unit of local government as defined in ORS 190.003

A project insurance risk assessment must be conducted when the Recipient is a private entity. The insurance risk assessment tool is located (TOOL: Services and goods contracts):

[Department of Administrative Services : Contract Insurance Requirement - Tool, Templates & Tool Training : Risk Management : State of Oregon](#)

1. GENERAL.

a. Recipient shall: i) obtain at the Recipient’s expense the insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under this Agreement commences, and ii) maintain the insurance in full force and at its own expense throughout the duration of this Agreement. Recipient shall obtain the following insurance from 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 ODAV. Coverage shall be primary and noncontributory with any other insurance and self-insurance with the exception of Professional Liability and Workers’ Compensation/Employer’s Liability. Recipient shall pay for all deductibles, self-insurance retention and self-insurance, if any.

b. INSURANCE REQUIREMENT REVIEW.

Recipient agrees to periodic review of insurance requirements by ODAV under this Agreement and to provide updated requirements as mutually agreed upon by Recipient and ODAV.

2. TYPES AND AMOUNTS.

a. WORKERS’ COMPENSATION AND EMPLOYER’S LIABILITY.

All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide Workers' Compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer’s Liability insurance with coverage limits of not less than \$500,000 each accident.

b. COMMERCIAL GENERAL LIABILITY.

Commercial General Liability insurance shall be issued on an occurrence basis covering bodily injury, death, and property damage and shall include personal and advertising injury liability, products and completed operations and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability – Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Commercial General Liability insurance shall not be less than the following amounts as determined by ODAV:

Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000
 \$2,000,000 \$5,000,000 per occurrence.

Annual aggregate limit shall not be less than \$2,000,000 \$4,000,000 \$10,000,000.

c. AUTOMOBILE LIABILITY.

Automobile Liability insurance covering business-related automobile use on all owned, non-owned or hired vehicles for bodily injury and property damage. Automobile Liability insurance shall not be less than the following amount as determined by ODAV:

Coverage shall be written with a combined single limit of not less than \$1,000,000
 \$2,000,000 \$5,000,000.

d. EXCESS/UMBRELLA LIABILITY.

A combination of primary and Excess/Umbrella Liability insurance may be used to meet the minimum required limits of insurance. If any Excess/Umbrella Liability policies are in place, they must be on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying insurance.

e. ADDITIONAL INSURED.

The liability insurance coverages, except Professional Liability or Workers' Compensation/Employer's Liability, if included, must endorse the "**State of Oregon, the Oregon Aviation Board, and the Oregon Department of Aviation, and their respective officers, members, agents and employees**" as an **endorsed** Additional Insured but only with respect to the Recipient's activities to be performed under this Agreement. Coverage shall be primary and noncontributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations.

Additional Insured Endorsements shall be submitted with the certificate(s) of insurance and must be acceptable to ODAV.

f. "TAIL" COVERAGE.

If any of the required insurance policies is on a "claims made" basis, such as Professional Liability insurance or Pollution Liability insurance, Recipient shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of: (i) Recipient's completion and ODAV's acceptance of all services required under this Agreement or, (ii) the expiration of all warranty periods provided under this Agreement. Notwithstanding the foregoing 24-month requirement, if Recipient elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then Recipient may request and ODAV may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If ODAV approval is granted, Recipient shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

2. NOTICE OF CANCELLATION OR CHANGE.

Recipient or its insurer must provide 30 days' written notice to ODAV before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

3. CERTIFICATE(S) OF INSURANCE.

ODAV shall obtain from Recipient a certificate(s) of insurance for all required insurance before the effective date of this Agreement. The certificate(s) or an attached endorsement must endorse: i) "**State of Oregon, the Oregon Transportation Commission and the Oregon Department of Transportation, and their respective officers, members, agents and employees**" as an **endorsed** Additional Insured in regards to the Commercial General Liability and Automobile Liability policies and ii) that all liability insurance coverages shall be primary and noncontributory with any other insurance and self-insurance, with exception of Professional Liability and Workers' Compensation/Employer's Liability.

4. STATE ACCEPTANCE.

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



Agenda Item Request

Date:

January 8, 2025

Meeting date desired:

January 22, 2025 – Discussion Agenda

Subject:

Consider enrollment of the District Attorney's stipend in PERS effective Jan 1.

Background and policy implications:

Consider updating retirement contributions for the DA's stipend from the County's 401(k) to Oregon PERS considering the recent changes under HB 4045 updating the category of DA PERS to Police/Fire, similar to the changes made previously for the Deputy District Attorneys.

Budget/fiscal impacts:

~\$7,200 annual increase in the District Attorney's payroll costs

Requested by:

Christina Haron, CPA, Crook County Finance Director

Presenters:

Will Van Vactor, Crook County County Manager

Legal review (only if requested):

Enrolled House Bill 4045

Introduced and printed pursuant to House Rule 12.00. Pre-session filed (at the request of House Interim Committee on Emergency Management, General Government, and Veterans for Representative Zach Hudson)

CHAPTER

AN ACT

Relating to adjustments in classifications under the Public Employees Retirement System; creating new provisions; amending ORS 238.005, 238A.005, 238A.125, 238A.134, 238A.160, 238A.220, 238A.240, 338.135, 352.138 and 353.100.

Be It Enacted by the People of the State of Oregon:

SECTION 1. ORS 238.005 is amended to read:

238.005. For purposes of this chapter:

(1) "Active member" means a member who is presently employed by a participating public employer in a qualifying position and who has completed the six-month period of service required by ORS 238.015.

(2) "Annuity" means payments for life derived from contributions made by a member as provided in this chapter.

(3) "Board" means the Public Employees Retirement Board.

(4) "Calendar year" means 12 calendar months commencing on January 1 and ending on December 31 following.

(5) "Continuous service" means service not interrupted for more than five years, except that such continuous service shall be computed without regard to interruptions in the case of:

(a) An employee who had returned to the service of the employer as of January 1, 1945, and who remained in that employment until having established membership in the Public Employees Retirement System.

(b) An employee who was in the armed services on January 1, 1945, and returned to the service of the employer within one year of the date of being otherwise than dishonorably discharged and remained in that employment until having established membership in the Public Employees Retirement System.

(6) "Creditable service" means any period of time during which an active member is being paid a salary by a participating public employer and for which benefits under this chapter are funded by employer contributions and earnings on the fund. For purposes of computing years of "creditable service," full months and major fractions of a month shall be considered to be one-twelfth of a year and shall be added to all full years. "Creditable service" includes all retirement credit received by a member.

(7) "Earliest service retirement age" means the age attained by a member when the member could first make application for retirement under the provisions of ORS 238.280.

(8) "Employee" means a person who performs services for a participating public employer, including persons considered employees of a participating public employer under 26 U.S.C. 3121(d)(2), as in effect on December 31, 2019, and public officers. "Employee" does not include:

(a) Persons engaged as independent contractors.

(b) Seasonal, emergency or casual workers whose periods of employment with any public employer or public employers do not total 600 hours in any calendar year.

(c) Persons provided sheltered employment or made-work by a public employer in an employment or industries program maintained for the benefit of such persons.

(d) Persons employed and paid from federal funds received under a federal program intended primarily to alleviate unemployment. However, any such person shall be considered an "employee" if not otherwise excluded by paragraphs (a) to (c) of this subsection and the public employer elects to have the person so considered by an irrevocable written notice to the board.

(e) Persons who are employees of a railroad, as defined in ORS 824.020, and who, as such employees, are included in a retirement plan under federal railroad retirement statutes. This paragraph shall be deemed to have been in effect since the inception of the system.

(f) Persons employed in positions classified as post-doctoral scholar positions by a public university listed in ORS 352.002, or by the Oregon Health and Science University, under ORS 350.370.

(9) "Final average salary" means whichever of the following is greater:

(a) The average salary per calendar year paid by one or more participating public employers to an employee who is an active member of the system in three of the calendar years of membership before the effective date of retirement of the employee, in which three years the employee was paid the highest salary. The three calendar years in which the employee was paid the largest total salary may include calendar years in which the employee was employed for less than a full calendar year. If the number of calendar years of active membership before the effective date of retirement of the employee is three or fewer, the final average salary for the employee is the average salary per calendar year paid by one or more participating public employers to the employee in all of those years, without regard to whether the employee was employed for the full calendar year.

(b) One-third of the total salary paid by a participating public employer to an employee who is an active member of the system in the last 36 calendar months of active membership before the effective date of retirement of the employee.

(10) "Firefighter" does not include a volunteer firefighter, but does include:

(a) The State Fire Marshal, the chief deputy fire marshal and deputy state fire marshals;

(b) An employee of the State Fire Marshal whose primary duties include fire investigation, fire prevention, fire safety, fire control or fire suppression;

(c) An employee of the State Forestry Department who is certified by the State Forester as a professional wildland firefighter and whose primary duties include the abatement of uncontrolled fires as described in ORS 477.064; and

(d) An employee of the Oregon Military Department whose primary duties include fighting structural, aircraft, wildland or other fires.

(11) "Fiscal year" means 12 calendar months commencing on July 1 and ending on June 30 following.

(12) "Fund" means the Public Employees Retirement Fund.

(13) "Inactive member" means a member who is not employed in a qualifying position, whose membership has not been terminated in the manner described by ORS 238.095 and who is not retired for service or disability.

(14) "Institution of higher education" means a public university listed in ORS 352.002, the Oregon Health and Science University and a community college, as defined in ORS 341.005.

(15) "Member" means a person who has established membership in the system and whose membership has not been terminated as described in ORS 238.095. "Member" includes active, inactive and retired members.

(16) "Member account" means the regular account and the variable account.

(17) "Normal retirement age" means:

(a) For a person who establishes membership in the system before January 1, 1996, as described in ORS 238.430, 55 years of age if the employee retires at that age as a police officer or firefighter or 58 years of age if the employee retires at that age as other than a police officer or firefighter.

(b) For a person who establishes membership in the system on or after January 1, 1996, as described in ORS 238.430, 55 years of age if the employee retires at that age as a police officer or firefighter or 60 years of age if the employee retires at that age as other than a police officer or firefighter.

(18) "Pension" means annual payments for life derived from contributions by one or more public employers.

(19) "Police officer" includes:

(a) Employees of institutions defined in ORS 421.005 as Department of Corrections institutions whose duties, as assigned by the Director of the Department of Corrections, include the custody of persons committed to the custody of or transferred to the Department of Corrections and employees of the Department of Corrections who were classified as police officers on or before July 27, 1989, whether or not such classification was authorized by law.

(b) Employees of the Department of State Police who are classified as police officers, **forensic scientists or evidence technicians** by the Superintendent of State Police.

(c) Employees of the Oregon Liquor and Cannabis Commission who are classified as regulatory specialists by the administrator of the commission.

(d) Sheriffs and those deputy sheriffs or other employees of a sheriff whose duties, as classified by the sheriff, are the regular duties of police officers or corrections officers.

(e) Police chiefs and police personnel of a city who are classified as police officers by the council or other governing body of the city.

(f) Police officers who are commissioned by a university under ORS 352.121 or 353.125 and who are classified as police officers by the university.

(g) Parole and probation officers employed by the Department of Corrections, parole and probation officers who are transferred to county employment under ORS 423.549 and adult parole and probation officers, as defined in ORS 181A.355, who are classified as police officers for the purposes of this chapter by the county governing body. If a county classifies adult parole and probation officers as police officers for the purposes of this chapter, and the employees so classified are represented by a labor organization, any proposal by the county to change that classification or to cease to classify adult parole and probation officers as police officers for the purposes of this chapter is a mandatory subject of bargaining.

(h) Police officers appointed under ORS 276.021 or 276.023.

(i) Employees of the Port of Portland who are classified as airport police by the Board of Commissioners of the Port of Portland.

(j) Employees of the State Department of Agriculture who are classified as livestock police officers by the Director of Agriculture.

(k) Employees of the Department of Public Safety Standards and Training who are classified by the department as other than secretarial or clerical personnel.

(L) Investigators of the Criminal Justice Division of the Department of Justice.

(m) Corrections officers as defined in ORS 181A.355.

(n) Employees of the Oregon State Lottery Commission who are classified by the Director of the Oregon State Lottery as enforcement agents pursuant to ORS 461.110.

(o) The Director of the Department of Corrections.

(p) An employee who for seven consecutive years has been classified as a police officer as defined by this section, and who is employed or transferred by the Department of Corrections to fill a position designated by the Director of the Department of Corrections as being eligible for police officer status.

(q) An employee of the Department of Corrections classified as a police officer on or prior to July 27, 1989, whether or not that classification was authorized by law, as long as the employee

remains in the position held on July 27, 1989. The initial classification of an employee under a system implemented pursuant to ORS 240.190 does not affect police officer status.

(r) Employees of a school district who are appointed and duly sworn members of a law enforcement agency of the district as provided in ORS 332.531 or otherwise employed full-time as police officers commissioned by the district.

(s) Employees at youth correction facilities and juvenile detention facilities under ORS 419A.050, 419A.052 and 420.005 to 420.915 who are required to hold valid Oregon teaching licenses and who have supervisory, control or teaching responsibilities over juveniles committed to the custody of the Department of Corrections or the Oregon Youth Authority.

(t) Employees at youth correction facilities as defined in ORS 420.005 whose primary job description involves the custody, control, treatment, investigation or supervision of juveniles placed in such facilities.

(u) Employees of the Oregon Youth Authority who are classified as juvenile parole and probation officers.

(v) Employees of the Department of Human Services who are prohibited from striking under ORS 243.726 and whose duties include the care of residents of residential facilities, as defined in ORS 443.400, that house individuals with intellectual or developmental disabilities.

(w) Employees appointed as judicial marshals under ORS 1.177 who are certified under ORS 181A.540.

(x) Certified parole and probation officers employed by the State Board of Parole and Post-Prison Supervision.

(y) **District attorneys and** deputy district attorneys.

(20) "Prior service credit" means credit provided under ORS 238.442 or under ORS 238.225 (2) to (6) (1999 Edition).

(21) "Public employer" means the state, one of its agencies or any city, county, municipal or public corporation, political subdivision of the state or instrumentality thereof, or an agency created by one or more such governmental organizations to provide governmental services. For purposes of this chapter, such agency created by one or more governmental organizations is a governmental instrumentality and a legal entity with power to enter into contracts, hold property and sue and be sued.

(22) "Qualifying position" means one or more jobs with one or more participating public employers in which an employee performs 600 or more hours of service in a full calendar year, or would perform 600 or more hours of service if the employee were employed for the full calendar year, excluding any service in a job for which a participating public employer does not provide benefits under this chapter pursuant to an application made under ORS 238.035.

(23) "Regular account" means the account established for each active and inactive member under ORS 238.250.

(24) "Retired member" means a member who is retired for service or disability.

(25) "Retirement credit" means a period of time that is treated as creditable service for the purposes of this chapter.

(26)(a) "Salary" means the remuneration paid an employee in cash out of the funds of a public employer in return for services to the employer, plus the monetary value, as determined by the Public Employees Retirement Board, of whatever living quarters, board, lodging, fuel, laundry and other advantages the employer furnishes the employee in return for services.

(b) "Salary" includes but is not limited to:

(A) Payments of employee and employer money into a deferred compensation plan, which are deemed salary paid in each month of deferral;

(B) The amount of participation in a tax-sheltered or deferred annuity, which is deemed salary paid in each month of participation;

(C) Retroactive payments described in ORS 238.008;

(D) Wages of a deceased member paid to a surviving spouse or dependent children under ORS 652.190; and

(E) The full amount of required employee contributions under ORS 238A.330 that are paid by the employer on behalf of its employees under ORS 238A.335 (2)(b), solely for the purpose of computing a member's final average salary, and not for any other purpose.

(c) "Salary" or "other advantages" does not include:

(A) Travel or any other expenses incidental to employer's business which is reimbursed by the employer;

(B) Payments for insurance coverage by an employer on behalf of employee or employee and dependents, for which the employee has no cash option;

(C) Payments made on account of an employee's death;

(D) Any lump sum payment for accumulated unused sick leave;

(E) Any accelerated payment of an employment contract for a future period or an advance against future wages;

(F) Any retirement incentive, retirement severance pay, retirement bonus or retirement gratuitous payment;

(G) Payments for periods of leave of absence after the date the employer and employee have agreed that no future services qualifying pursuant to ORS 238.015 (3) will be performed, except for sick leave and vacation;

(H) Payments for instructional services rendered to public universities listed in ORS 352.002 or the Oregon Health and Science University when such services are in excess of full-time employment subject to this chapter. A person employed under a contract for less than 12 months is subject to this subparagraph only for the months to which the contract pertains;

(I) Payments made by an employer for insurance coverage provided to a domestic partner of an employee;

(J) Compensation described and authorized under ORS 341.556 that is not paid by the community college employing the faculty member;

(K) Compensation described and authorized under ORS 352.232 that is not paid by the public university employing the officer or employee;

(L) Compensation described and authorized under ORS 353.270 that is not paid by Oregon Health and Science University; or

(M) For years beginning on or after January 1, 2020, any amount in excess of \$195,000 for a calendar year. If any period over which salary is determined is less than 12 months, the \$195,000 limitation for that period shall be multiplied by a fraction, the numerator of which is the number of months in the determination period and the denominator of which is 12. On January 1 of each year, the board shall adjust the dollar limit provided by this subparagraph to reflect any percentage changes in the Consumer Price Index for All Urban Consumers, West Region (All Items), as published by the Bureau of Labor Statistics of the United States Department of Labor.

(27) "School year" means the period beginning July 1 and ending June 30 next following.

(28) "System" means the Public Employees Retirement System.

(29) "Variable account" means the account established for a member who participates in the Variable Annuity Account under ORS 238.260.

(30) "Vested" means being an active member of the system in each of five calendar years.

(31) "Volunteer firefighter" means a firefighter whose position normally requires less than 600 hours of service per year.

SECTION 2. ORS 238A.005 is amended to read:

238A.005. For the purposes of this chapter:

(1) "Active member" means a member of the pension program or the individual account program of the Oregon Public Service Retirement Plan who is actively employed in a qualifying position.

(2) "Actuarial equivalent" means a payment or series of payments having the same value as the payment or series of payments replaced, computed on the basis of interest rate and mortality assumptions adopted by the board.

(3) "Board" means the Public Employees Retirement Board.

(4) “Eligible employee” means a person who performs services for a participating public employer, including persons considered employees of a participating public employer under 26 U.S.C. 3121(d)(2), as in effect on January 1, 2023, and elected officials other than judges. “Eligible employee” does not include:

- (a) Persons engaged as independent contractors;
- (b) Aliens working under a training or educational visa;
- (c) Persons provided sheltered employment or make-work by a public employer;
- (d) Persons categorized by a participating public employer as student employees;
- (e) Any person who is in custody in a state institution;
- (f) Employees of foreign trade offices of the Oregon Business Development Department who live and perform services in foreign countries under the provisions of ORS 285A.075 (1)(g);
- (g) An employee actively participating in an alternative retirement program established under ORS 353.250 or an optional retirement plan established under ORS 341.551;
- (h) Employees of a public university listed in ORS 352.002 who are actively participating in an optional retirement plan offered under ORS 243.815;
- (i) Persons employed in positions classified as post-doctoral scholar positions by a public university listed in ORS 352.002, or by the Oregon Health and Science University, under ORS 350.370;
- (j) Any employee who belongs to a class of employees that was not eligible on August 28, 2003, for membership in the system under the provisions of ORS chapter 238 or other law;
- (k) Any person who belongs to a class of employees who are not eligible to become members of the Oregon Public Service Retirement Plan under the provisions of ORS 238A.070 (2);
- (L) Any person who is retired under ORS 238A.100 to 238A.250 or ORS chapter 238 and who continues to receive retirement benefits while employed; and
- (m) Judges.

(5) “Firefighter” means:

- (a) A person employed by a local government, as defined in ORS 174.116, whose primary job duties include the fighting of fires;
- (b) The State Fire Marshal, chief deputy state fire marshals and deputy state fire marshals;
- (c) An employee of the State Fire Marshal whose primary duties include fire investigation, fire prevention, fire safety, fire control or fire suppression;
- (d) An employee of the State Forestry Department who is certified by the State Forester as a professional wildland firefighter and whose primary duties include the abatement of uncontrolled fires as described in ORS 477.064; and
- (e) An employee of the Oregon Military Department whose primary duties include fighting structural, aircraft, wildland or other fires.

(6) “Fund” means the Public Employees Retirement Fund.

(7)(a) “Hazardous position” means a position that does not meet the definition of a qualified public safety employee under section 72(t)(10)(B) of the Internal Revenue Code, but that:

(A) Requires the person holding the position to work with or manage emergency or traumatic events in the regular course of work; or

(B) Carries a high risk of physical harm.

(b) “Hazardous position” includes and is limited to:

(A) Employees of the Oregon State Hospital who have direct contact with patients; and

(B) Telecommunicators, as defined in ORS 181A.355.

[(7)(a)] (8)(a) “Hour of service” means:

(A) An hour for which an eligible employee is directly or indirectly paid or entitled to payment by a participating public employer for performance of duties in a qualifying position; and

(B) An hour of vacation, holiday, illness, incapacity, jury duty, military duty or authorized leave during which an employee does not perform duties but for which the employee is directly or indirectly paid or entitled to payment by a participating public employer for services in a qualifying position, as long as the hour is within the number of hours regularly scheduled for the performance

of duties during the period of vacation, holiday, illness, incapacity, jury duty, military duty or authorized leave.

(b) "Hour of service" does not include any hour for which payment is made or due under a plan maintained solely for the purpose of complying with applicable unemployment compensation laws.

[(8)] (9) "Inactive member" means a member of the pension program or the individual account program of the Oregon Public Service Retirement Plan whose membership has not been terminated, who is not a retired member and who is not employed in a qualifying position.

[(9)] (10) "Individual account program" means the defined contribution individual account program of the Oregon Public Service Retirement Plan established under ORS 238A.025.

[(10)] (11) "Institution of higher education" means a public university listed in ORS 352.002, the Oregon Health and Science University or a community college, as defined in ORS 341.005.

[(11)] (12) "Member" means an eligible employee who has established membership in the pension program or the individual account program of the Oregon Public Service Retirement Plan and whose membership has not been terminated under ORS 238A.110 or 238A.310.

[(12)] (13) "Participating public employer" means a public employer as defined in ORS 238.005 that provides retirement benefits for employees of the public employer under the system.

[(13)] (14) "Pension program" means the defined benefit pension program of the Oregon Public Service Retirement Plan established under ORS 238A.025.

[(14)] (15) "Police officer" means a police officer as described in ORS 238.005.

[(15)] (16) "Qualifying position" means one or more jobs with one or more participating public employers in which an eligible employee performs 600 or more hours of service in a full calendar year, or would perform 600 or more hours of service if the employee were employed for the full calendar year, excluding any service in a job for which benefits are not provided under the Oregon Public Service Retirement Plan pursuant to ORS 238A.070 (2).

[(16)] (17) "Retired member" means a pension program member who is receiving a pension as provided in ORS 238A.180 to 238A.195.

[(17)(a)] (18)(a) "Salary" means the remuneration paid to an active member in return for services to the participating public employer, including remuneration in the form of living quarters, board or other items of value, to the extent the remuneration is, or would be if the member were an Oregon resident, includable in the employee's taxable income under Oregon law. "Salary" includes the additional amounts specified in paragraph (b) of this subsection, but does not include the amounts specified in paragraph (c) of this subsection, regardless of whether those amounts are includable in taxable income.

(b) "Salary" includes the following amounts:

(A) Payments of employee and employer money into a deferred compensation plan that are made at the election of the employee.

(B) Contributions to a tax-sheltered or deferred annuity that are made at the election of the employee.

(C) Any amount that is contributed to a cafeteria plan or qualified transportation fringe benefit plan by the employer at the election of the employee and that is not includable in the taxable income of the employee by reason of 26 U.S.C. 125 or 132(f)(4), as in effect on December 31, 2022.

(D) Any amount that is contributed to a cash or deferred arrangement by the employer at the election of the employee and that is not included in the taxable income of the employee by reason of 26 U.S.C. 402(e)(3), as in effect on December 31, 2022.

(E) Retroactive payments described in ORS 238.008.

(F) The amount of an employee contribution to the individual account program that is paid by the employer and deducted from the compensation of the employee, as provided under ORS 238A.335 (1) and (2)(a).

(G) The amount of an employee contribution to the individual account program that is not paid by the employer under ORS 238A.335.

(H) Wages of a deceased member paid to a surviving spouse or dependent children under ORS 652.190.

(c) "Salary" does not include the following amounts:

(A) Travel or any other expenses incidental to employer's business which is reimbursed by the employer.

(B) Payments made on account of an employee's death.

(C) Any lump sum payment for accumulated unused sick leave, vacation leave or other paid leave.

(D) Any severance payment, accelerated payment of an employment contract for a future period or advance against future wages.

(E) Any retirement incentive, retirement bonus or retirement gratuitous payment.

(F) Payment for a leave of absence after the date the employer and employee have agreed that no future services in a qualifying position will be performed.

(G) Payments for instructional services rendered to public universities listed in ORS 352.002 or the Oregon Health and Science University when those services are in excess of full-time employment subject to this chapter. A person employed under a contract for less than 12 months is subject to this subparagraph only for the months covered by the contract.

(H) The amount of an employee contribution to the individual account program that is paid by the employer and is not deducted from the compensation of the employee, as provided under ORS 238A.335 (1) and (2)(b).

(I) Compensation described and authorized under ORS 341.556 that is not paid by the community college employing the faculty member.

(J) Compensation described and authorized under ORS 352.232 that is not paid by the public university employing the officer or employee.

(K) Compensation described and authorized under ORS 353.270 that is not paid by Oregon Health and Science University.

(L) For years before 2020, any amount in excess of \$200,000 for a calendar year. If any period over which salary is determined is less than 12 months, the \$200,000 limitation for that period shall be multiplied by a fraction, the numerator of which is the number of months in the determination period and the denominator of which is 12. The board shall adopt rules adjusting this dollar limit to incorporate cost-of-living adjustments authorized by the Internal Revenue Service.

(M) For years beginning on or after January 1, 2020, any amount in excess of \$195,000 for a calendar year. If any period over which salary is determined is less than 12 months, the \$195,000 limitation for that period shall be multiplied by a fraction, the numerator of which is the number of months in the determination period and the denominator of which is 12. On January 1 of each year, the board shall adjust the dollar limit provided by this subparagraph to reflect any percentage changes in the Consumer Price Index for All Urban Consumers, West Region (All Items), as published by the Bureau of Labor Statistics of the United States Department of Labor.

[(18)] (19) "System" means the Public Employees Retirement System.

[(19)] (20) "Workers' compensation benefits" means:

(a) Payments made under ORS chapter 656; or

(b) Payments provided in lieu of workers' compensation benefits under ORS 656.027 (6).

SECTION 3. ORS 238A.125 is amended to read:

238A.125. (1) Upon retiring at normal retirement age, a vested pension program member shall be paid an annual pension for the life of the member as follows:

(a) For service as a police officer or firefighter, 1.8 percent of final average salary multiplied by the number of years of retirement credit attributable to service as a police officer or firefighter.

(b) For service in a hazardous position, 1.8 percent of final average salary multiplied by the number of years of retirement credit attributable to service in a hazardous position.

[(b)] (c) For service as other than a police officer or firefighter **or in a hazardous position**, 1.5 percent of final average salary multiplied by the number of years of retirement credit attributable to service as other than a police officer or firefighter **or in a hazardous position**.

(2) Notwithstanding any provision of ORS 238A.100 to 238A.250, the annual benefit payable to a member under the pension program and under any other tax-qualified defined benefit plan main-

tained by the participating public employer may not exceed the applicable limitations set forth in 26 U.S.C. 415(b), as in effect on December 31, 2022. The Public Employees Retirement Board shall adopt rules for the administration of this limitation, including adjustments in the annual dollar limitation to reflect cost-of-living adjustments authorized by the Internal Revenue Service.

(3) The board shall make no actuarial adjustment in a member's pension calculated under this section by reason of the member's retirement after normal retirement age.

SECTION 4. ORS 238A.160 is amended to read:

238A.160. (1) Except as provided in subsections (2) and (3) of this section, normal retirement age for a member of the pension program is the earlier of:

(a) 65 years of age; or

(b) 58 years of age if the member has 30 years or more of retirement credit.

(2)(a) Normal retirement age for a member of the pension program who retires from service as a police officer or firefighter, and whose last 60 months of retirement credit preceding retirement eligibility under this section is classified as retirement credit for service as a police officer or a firefighter, is the earlier of:

(A) [60] 55 years of age; or

(B) 53 years of age if the member has 25 years or more of retirement credit.

(b) A member who establishes retirement eligibility under this subsection retains retirement eligibility as a police officer or firefighter, even if the member performs service thereafter only as other than a police officer or firefighter.

(c) A period of leave from a position as a police officer or firefighter for which a member is entitled to retirement credit for service as a police officer or firefighter and which is part of the member's last 60 months of retirement credit preceding retirement eligibility under this section shall be counted as part of the last 60 months of retirement credit required for retirement eligibility under this section.

(d) Retirement credit for a month in which a member performs service as both a police officer or firefighter and as other than a police officer or firefighter shall be classified as retirement credit for service as a police officer or firefighter for purposes of this section.

(e) A member employed as a police officer or firefighter is not required to restart the last 60 months of retirement credit required for retirement eligibility under this section when the member:

(A) Is on unpaid leave from the member's position as a police officer or firefighter and is receiving insurance payments for short-term or long-term disability for which retirement credit is not available under ORS 238A.155; and

(B) Is concurrently employed and performing service as other than a police officer or firefighter.

(3) Normal retirement age for a member of the pension program who retires from service as a school employee as defined by ORS 238A.140 is the earlier of:

(a) 65 years of age; or

(b) 58 years of age if the member has been an active member in 30 or more calendar years.

(4) The normal retirement date of a member is the first day of the month beginning on or after the date the member reaches normal retirement age.

SECTION 5. ORS 238A.160, as amended by section 4 of this 2024 Act, is amended to read:

238A.160. (1) Except as provided in subsections (2) [*and (3)*] **to (4)** of this section, normal retirement age for a member of the pension program is the earlier of:

(a) 65 years of age; or

(b) 58 years of age if the member has 30 years or more of retirement credit.

(2)(a) Normal retirement age for a member of the pension program who retires from service as a police officer or firefighter, and whose last 60 months of retirement credit preceding retirement eligibility under this section is classified as retirement credit for service as a police officer or a firefighter, is the earlier of:

(A) 55 years of age; or

(B) 53 years of age if the member has 25 years or more of retirement credit.

(b) A member who establishes retirement eligibility under this subsection retains retirement eligibility as a police officer or firefighter, even if the member performs service thereafter only as other than a police officer or firefighter.

(c) A period of leave from a position as a police officer or firefighter for which a member is entitled to retirement credit for service as a police officer or firefighter and which is part of the member's last 60 months of retirement credit preceding retirement eligibility under this section shall be counted as part of the last 60 months of retirement credit required for retirement eligibility under this section.

(d) Retirement credit for a month in which a member performs service as both a police officer or firefighter and as other than a police officer or firefighter shall be classified as retirement credit for service as a police officer or firefighter for purposes of this section.

(e) A member employed as a police officer or firefighter is not required to restart the last 60 months of retirement credit required for retirement eligibility under this section when the member:

(A) Is on unpaid leave from the member's position as a police officer or firefighter and is receiving insurance payments for short-term or long-term disability for which retirement credit is not available under ORS 238A.155; and

(B) Is concurrently employed and performing service as other than a police officer or firefighter.

(3)(a) Normal retirement age for a member of the pension program who retires from service as a person in a hazardous position, and whose last 60 months of retirement credit preceding retirement eligibility under this section is classified as retirement credit for service in a hazardous position, is the earlier of:

(A) 60 years of age; or

(B) 58 years of age if the member has 25 or more years of retirement credit.

(b) A member who establishes retirement eligibility under this subsection retains retirement eligibility as a person serving in a hazardous position, even if the member performs service thereafter only in other than a hazardous position.

(c) A period of leave from a hazardous position for which a member is entitled to retirement credit for service in a hazardous position and which is part of the member's last 60 months of retirement credit preceding retirement eligibility under this section shall be counted as part of the last 60 months of retirement credit required for retirement eligibility under this section.

(d) Retirement credit for a month in which a member performs service both in a hazardous position and in other than a hazardous position shall be classified as retirement credit for service in a hazardous position for purposes of this section.

(e) A member employed in a hazardous position is not required to restart the last 60 months of retirement credit required for retirement eligibility under this section when the member:

(A) Is on unpaid leave from the member's hazardous position and is receiving insurance payments for short-term or long-term disability for which retirement credit is not available under ORS 238A.155; and

(B) Is concurrently employed and performing service in other than a hazardous position.

[(3)] (4) Normal retirement age for a member of the pension program who retires from service as a school employee as defined by ORS 238A.140 is the earlier of:

(a) 65 years of age; or

(b) 58 years of age if the member has been an active member in 30 or more calendar years.

[(4)] (5) The normal retirement date of a member is the first day of the month beginning on or after the date the member reaches normal retirement age.

SECTION 6. ORS 238A.220 is amended to read:

238A.220. (1) A participating public employer shall make employer contributions to the Public Employees Retirement Board at intervals designated by the board in the amounts determined by the board under ORS 238.225. All participating public employers shall be considered to be a single em-

ployer for the purposes of the employer contributions under ORS 238.225 that are required for funding the pension program established under ORS 238A.025.

(2) For the purpose of the actuarial computation required under ORS 238.225, the board shall separately establish the liability of participating public employers for police officers and firefighters under the pension program and shall require that public employers that employ police officers and firefighters who are members of the pension program make contributions for those employees based on the liability established under this subsection.

(3) For the purpose of the actuarial computation required under ORS 238.225, the board shall separately establish the liability of participating public employers for members in hazardous positions under the pension program and shall require that public employers that employ members in hazardous positions who are members of the pension program make contributions for those employees based on the liability established under this subsection.

SECTION 7. ORS 238A.240 is amended to read:

238A.240. (1) A participating public employer shall contribute to the pension program, at intervals designated by the Public Employees Retirement Board, all amounts determined by the board to be actuarially necessary to adequately fund the disability benefits to be provided under ORS 238A.235 and the reasonable costs of administering the provision of those benefits. The board shall periodically determine the liabilities attributable to the disability benefits and shall set the amount of contributions to be made by participating public employers, and by other public employers who are required to make contributions on behalf of members, to ensure that those liabilities will be funded no more than 40 years after the date on which the determination is made. All participating public employers shall be considered to be a single employer for the purposes of the contributions required under this section.

(2) For the purpose of the actuarial computation required under subsection (1) of this section, the board shall separately establish the liability of participating public employers for police officers and firefighters, and shall require that public employers that employ police officers and firefighters make contributions for those employees based on the liability established under this section.

(3) For the purpose of the actuarial computation required under subsection (1) of this section, the board shall separately establish the liability of participating public employers for members in hazardous positions, and shall require that public employers that employ members in hazardous positions make contributions for those employees based on the liability established under this section.

SECTION 8. ORS 238A.134 is amended to read:

238A.134. For purposes of determining the salary, as defined in ORS 238A.005 [(17)] (18), of an active member of the Public Employees Retirement System, a housing allowance paid to a member in return for services as a prison chaplain shall be treated as if it were includable in the member's taxable income under Oregon law.

SECTION 9. ORS 338.135 is amended to read:

338.135. (1) Employee assignment to a public charter school shall be voluntary.

(2)(a) A public charter school or the sponsor of the public charter school is considered the employer of any employees of the public charter school. If a school district board is not the sponsor of the public charter school, the school district board may not be the employer of the employees of the public charter school and the school district board may not collectively bargain with the employees of the public charter school. The public charter school governing body shall control the selection of employees at the public charter school.

(b) If a virtual public charter school or the sponsor of a virtual public charter school contracts with a for-profit entity to provide educational services through the virtual public charter school, the for-profit entity may not be the employer of any employees of the virtual public charter school unless:

(A) The employee is an administrator who does not have any teaching responsibilities; and

(B) Both the executive officer of the sponsor and the public charter school governing body approve employment by the for-profit entity. The executive officer or governing body may choose to grant approval under this subparagraph:

(i) For all employees of the for-profit entity who meet the description in subparagraph (A) of this paragraph;

(ii) Based on the job categories of the employees who meet the description in subparagraph (A) of this paragraph; or

(iii) On a case-by-case basis for each employee who meets the description in subparagraph (A) of this paragraph.

(3) The school district board of the school district within which the public charter school is located shall grant a leave of absence to any employee who chooses to work in the public charter school. The length and terms of the leave of absence shall be set by negotiated agreement or by board policy. However, the length of the leave of absence may not be less than two years unless:

(a) The charter of the public charter school is terminated or the public charter school is dissolved or closed during the leave of absence; or

(b) The employee and the school district board have mutually agreed to a different length of time.

(4) An employee of a public charter school operating within a school district who is granted a leave of absence from the school district and returns to employment with the school district shall retain seniority and benefits as an employee pursuant to the terms of the leave of absence. Notwithstanding ORS 243.650 to 243.809, a school district that was the employer of an employee of a public charter school not operating within the school district may make provisions for the return of the employee to employment with the school district.

(5)(a) For purposes of ORS chapters 238 and 238A, a public charter school shall be considered a public employer and as such shall participate in the Public Employees Retirement System.

(b) For purposes of determining the salary paid to an active member of the Public Employees Retirement System under ORS 238A.005 [(17)] (18) during the period between August 29, 2003, and January 1, 2020, remuneration paid to a member in return for services to a public charter school is deemed includable in the member's taxable income under Oregon law during a period of continuous employment with any public charter school if:

(A) The member was hired in a qualifying position by any public charter school on or after August 29, 2003;

(B) The member was informed in writing by the public charter school during the period of continuous employment that the member was eligible to participate in the Public Employees Retirement System and the public charter school made contributions to the system on the member's behalf;

(C) The remuneration was, or would have been if the member were an Oregon resident, includable in the member's taxable income under Oregon law during the period of continuous employment; and

(D) The member resided and performed services in the United States during the period of continuous employment.

(c) As used in this subsection, "continuous employment" means employment with a public charter school that is not interrupted by a period of more than 30 consecutive calendar days.

(6) For teacher licensing, employment experience in public charter schools shall be considered equivalent to experience in public schools.

(7)(a) Any person employed as an administrator in a public charter school shall be licensed or registered to administer by the Teacher Standards and Practices Commission.

(b) Any person employed as a teacher in a public charter school shall be licensed or registered to teach by the commission.

(c) Notwithstanding paragraph (a) or (b) of this subsection, at least one-half of the total full-time equivalent (FTE) teaching and administrative staff at the public charter school shall be licensed by the commission pursuant to ORS 342.125.

(8) Notwithstanding ORS 243.650, a public charter school shall be considered a school district for purposes of ORS 243.650 to 243.809. An employee of a public charter school may be a member of a labor organization or organize with other employees to bargain collectively. Bargaining units at the public charter school may be separate from other bargaining units of the sponsor or of the school district in which the public charter school is located. Employees of a public charter school may be part of the bargaining units of the sponsor or of the school district in which the public charter school is located.

(9) An entity described in ORS 338.005 (4) may not waive the right to sponsor a public charter school in a collective bargaining agreement.

SECTION 10. ORS 352.138 is amended to read:

352.138. (1) The following entities are not subject to any provision of law enacted after January 1, 2013, that is unique to governmental entities unless the following entities are expressly named:

(a) A public university listed in ORS 352.002; and

(b) Any not-for-profit organization or other entity if the equity of the entity is owned or controlled exclusively by a public university and if the organization or entity is created by the university to advance any of the university's statutory missions.

(2) Notwithstanding subsection (1) of this section and ORS 352.033, the provisions of ORS 30.260 to 30.460, 33.710, 33.720, 200.005 to 200.025, 200.045 to 200.090, 236.605 to 236.640, 279.835, 279.840, 279.850 and 297.040 and ORS chapters 35, 190, 192 and 244 apply to a public university listed in ORS 352.002 under the same terms as they apply to public bodies other than the state.

(3) Except as otherwise provided by law, the provisions of ORS 35.550 to 35.575, 180.060, 180.210 to 180.235, 184.305 to 184.345, 190.480, 190.490, 200.035, 243.696, 357.805 to 357.895 and 656.017 (2) and ORS chapters 182, 183, 240, 270, 273, 276, 278, 279A, 279B, 279C, 282, 283, 291, 292, 293, 294, 295 and 297 do not apply to a public university listed in ORS 352.002.

(4)(a) Notwithstanding subsections (1) and (3) of this section and ORS 352.033, ORS 240.167, 279C.600 to 279C.625, 279C.800, 279C.810, 279C.825, 279C.827, 279C.830, 279C.835, 279C.836, 279C.838, 279C.840, 279C.845, 279C.850, 279C.855, 279C.860, 279C.865, 279C.870 and 292.043 apply to a public university listed in ORS 352.002 under the same terms as they apply to public bodies other than the state.

(b) Notwithstanding subsections (1) and (3) of this section, ORS 279C.800 to 279C.870 apply to an agreement under the terms of which a private entity constructs, reconstructs, renovates or paints an improvement on real property owned by a public university listed in ORS 352.002 or by a not-for-profit organization or other entity that a public university owns or controls exclusively.

(5) Notwithstanding subsection (2) of this section, ORS 190.430 and 192.105 do not apply to a public university listed in ORS 352.002 or any organization or other entity described in subsection (1) of this section.

(6)(a) Notwithstanding ORS 352.033, except as set forth in subsection (3) of this section, ORS 243.650 to 243.809 and 276.073 to 276.090 and ORS chapters 238 and 238A apply to a public university listed in ORS 352.002 under the same terms as they apply to the state.

(b) For purposes of determining the salary of an active member of the Public Employees Retirement System under ORS 238A.005 [(17)] (18), remuneration paid to a member in return for services to a public university listed in ORS 352.002 is deemed includable in the member's taxable income under Oregon law during a period of continuous employment with any public university listed in ORS 352.002 if:

(A) The member was hired in a qualifying position by a public university listed in ORS 352.002 on or after August 29, 2003, and on or before December 31, 2016; and

(B) The member resided and performed services in the United States during the period of continuous employment.

(7) ORS 350.285, 350.290, 352.198, 352.226, 352.232, 352.293, 352.296, 352.303, 352.309 and 352.313 apply to a public university listed in ORS 352.002.

(8) Notwithstanding ORS 352.033, a public university listed in ORS 352.002 and its agents and employees remain subject to all statutes and administrative rules of this state that create rights,

benefits or protections in favor of military veterans, service members and families of service members to the same extent as an agency of this state would be subject to such statutes and administrative rules.

(9) Notwithstanding ORS 352.033, ORS 350.540, 350.545 and 350.550 apply to a public university listed in ORS 352.002. A public university may not issue a tax credit certificate under ORS 350.540, 350.545 and 350.550 that will cause the General Fund to be owed more than \$8.4 million at any one time under ORS 350.540, 350.545 and 350.550.

(10) If state bonds are issued for the benefit of a public university listed in ORS 352.002 under Article XI-Q of the Oregon Constitution:

(a) The Higher Education Coordinating Commission shall have the powers and duties of a project agency, as defined in ORS 286A.816, to the extent necessary for the issuance of the state bonds and the administration of the proceeds of the state bonds; and

(b) The university and the Higher Education Coordinating Commission shall enter into grant contracts or loan agreements that comply with rules adopted by the Oregon Department of Administrative Services relating to:

(A) Disbursement of project funds by a project agency through grant contracts or loan agreements;

(B) Submission of a request for project funds to the commission under ORS 350.095; and

(C) Any other matters determined by the Oregon Department of Administrative Services to be necessary for the administration of the Article XI-Q bond program.

(11) Nothing in this section may be construed so that statutory provisions that are not set forth in this section apply to a public university listed in ORS 352.002.

SECTION 11. ORS 353.100 is amended to read:

353.100. (1) The provisions of ORS chapters 35, 190, 192, 244 and 295 and ORS 30.260 to 30.460, 200.005 to 200.025, 200.045 to 200.090, 236.605 to 236.640, 243.650 to 243.809, 297.040, 307.090 and 307.112 apply to Oregon Health and Science University under the same terms as they apply to public bodies other than the state.

(2) Except as otherwise provided by law, the provisions of ORS chapters 182, 183, 240, 270, 273, 276, 279A, 279B, 279C, 283, 291, 292, 293, 294 and 297 and ORS 35.550 to 35.575, 180.060, 180.210 to 180.235, 183.710 to 183.730, 183.745, 183.750, 184.305 to 184.345, 190.430, 190.480, 190.490, 192.105, 200.035, 243.105 to 243.585, 243.696, 243.853 to 243.855, 278.011 to 278.120, 278.315 to 278.415, 279.835 to 279.855, 282.010 to 282.150, 283.085 to 283.092, 357.805 to 357.895 and 656.017 (2) do not apply to the university or any not-for-profit organization or other entity if the equity of the entity is owned exclusively by the university and if the organization or entity is created by the university to advance any of the university's statutory missions.

(3) The university, as a distinct governmental entity, or any organization or entity described in subsection (2) of this section is not subject to any provision of law enacted after January 1, 1995, with respect to any governmental entity, unless the provision specifically provides that it applies to the university or to the organization or entity.

(4) For purposes of determining the salary, as defined in ORS 238A.005 [(17)] (18), paid between August 29, 2003, and January 1, 2020, to a member of the Public Employees Retirement System, remuneration paid to a member of the system in return for services to the university is deemed includable in the member's taxable income under Oregon law during a period of continuous employment with the Oregon Health and Science University if:

(a) The member was hired in a qualifying position, as defined in ORS 238A.005, by the university on or after August 29, 2003; and

(b) The remuneration was, or would have been if the member were an Oregon resident, includable in the member's taxable income under Oregon law during the period of continuous employment.

SECTION 12. The Public Employees Retirement Board shall study the likely liability of participating public employers for members in hazardous positions, as defined in ORS 238A.005, as amended by section 2 of this 2024 Act. The board shall submit a report in the

manner provided by ORS 192.245, and shall include recommendations for implementation of benefits for members working in hazardous positions, to the interim committees of the Legislative Assembly related to public employee retirement no later than September 15, 2028.

SECTION 13. (1) Section 12 of this 2024 Act becomes operative on July 1, 2027.

(2) Section 12 of this 2024 Act is repealed on January 2, 2030.

SECTION 14. The Public Employees Retirement Board shall report at each odd-numbered year regular session, in writing or in person, to a committee of the Legislative Assembly related to public employee retirement on progress toward implementing the amendments to ORS 238A.005, 238A.125, 238A.134, 238A.160, 238A.220, 238A.240, 338.135, 352.138 and 353.100 by sections 2, 3 and 5 to 11 of this 2024 Act. The report must include the impact of any delays occurring as a result of other ongoing projects of the board.

SECTION 15. Section 14 of this 2024 Act is repealed on January 2, 2030.

SECTION 16. (1) The amendments to ORS 238.005 by section 1 of this 2024 Act apply only to a person who:

(a) Is employed as a district attorney, or as a forensic scientist or evidence technician by the Department of State Police, on the effective date of this 2024 Act; or

(b) Becomes employed as a district attorney, or as a forensic scientist or evidence technician by the Department of State Police, after the effective date of this 2024 Act.

(2) A person who is employed as a district attorney, or as a forensic scientist or evidence technician by the Department of State Police, on or after the effective date of this 2024 Act is entitled to service under the Public Employees Retirement System as a police officer only for service performed as a district attorney, or as a forensic scientist or evidence technician for the Department of State Police, on or after the effective date of this 2024 Act.

SECTION 17. The amendments to ORS 238A.160 by section 4 of this 2024 Act apply to members of the Oregon Public Service Retirement Plan whose effective date of retirement is on or after the effective date of this 2024 Act.

SECTION 18. (1) The amendments to ORS 238A.005, 238A.125, 238A.134, 238A.160, 238A.220, 238A.240, 338.135, 352.138 and 353.100 by sections 2, 3 and 5 to 11 of this 2024 Act become operative on January 1, 2030.

(2) The amendments to ORS 238A.125 by section 3 of this 2024 Act apply only to service in a hazardous position performed on or after the operative date specified in subsection (1) of this section.

(3) A member is of normal retirement age for purposes of ORS 238A.160 (3), as amended by section 5 of this 2024 Act, if the member, on or after the operative date specified in subsection (1) of this section:

(a) Meets the age or age and retirement credit requirements of ORS 238A.160 (3);

(b) Was last employed in a qualifying position that is a hazardous position; and

(c) Has accrued their last 60 months of retirement credit in one or more positions that qualify or would qualify as hazardous positions, as defined in ORS 238A.005, as amended by section 2 of this 2024 Act.

(4) Any member who would have established retirement eligibility under ORS 238A.160 (3), had the amendments to ORS 238A.160 (3) by section 5 of this 2024 Act become operative on January 1, 2019, is eligible to retire under ORS 238A.130 (3) on and after January 1, 2030. Service before January 1, 2019, may not be used to establish retirement eligibility under this subsection.

(5) The Public Employees Retirement Board may take any action before the operative date specified in subsection (1) of this section to enable the board to exercise, on and after the operative date specified in subsection (1) of this section, all of the duties, functions and powers conferred on the board by the amendments to ORS 238A.005, 238A.125, 238A.134, 238A.160, 238A.220, 238A.240, 338.135, 352.138 and 353.100 by sections 2, 3 and 5 to 11 of this 2024 Act.

SECTION 19. Notwithstanding any other law limiting expenditures, the limitation on expenditures established by section 1 (1), chapter 457, Oregon Laws 2023, for the biennium ending June 30, 2025, as the maximum limit for payment of expenses from fees, moneys or other revenues, including Miscellaneous Receipts, but excluding lottery funds and federal funds, collected or received by the Public Employees Retirement System, for the Central Administration Division, is increased by \$316,153, for the implementation of the amendments to ORS 238.005 and 238A.160 by sections 1 and 4 of this 2024 Act.

SECTION 20. Notwithstanding any other law limiting expenditures, the limitation on expenditures established by section 1 (3), chapter 457, Oregon Laws 2023, for the biennium ending June 30, 2025, as the maximum limit for payment of expenses from fees, moneys or other revenues, including Miscellaneous Receipts, but excluding lottery funds and federal funds, collected or received by the Public Employees Retirement System, for the Information Services Division, is increased by \$540,624, for the implementation of the amendments to ORS 238.005 and 238A.160 by sections 1 and 4 of this 2024 Act.

SECTION 21. Notwithstanding any other law limiting expenditures, the limitation on expenditures established by section 1 (4), chapter 457, Oregon Laws 2023, for the biennium ending June 30, 2025, as the maximum limit for payment of expenses from fees, moneys or other revenues, including Miscellaneous Receipts, but excluding lottery funds and federal funds, collected or received by the Public Employees Retirement System, for the Operations Division, is increased by \$1,180,755, for the implementation of the amendments to ORS 238.005 and 238A.160 by sections 1 and 4 of this 2024 Act.

Passed by House March 4, 2024

.....
 Timothy G. Sekerak, Chief Clerk of House

.....
 Dan Rayfield, Speaker of House

Passed by Senate March 5, 2024

.....
 Rob Wagner, President of Senate

Received by Governor:

.....M.,....., 2024

Approved:

.....M.,....., 2024

.....
 Tina Kotek, Governor

Filed in Office of Secretary of State:

.....M.,....., 2024

.....
 LaVonne Griffin-Valade, Secretary of State

AGENDA ITEM REQUEST



Date: 1/014/2025

Meeting date desired: 1/22/2025 *Regular Session*

Subject: Airport – Request for approval and signature on FAA grant offer
*New Aviation T- hangar project

Background and policy implications:

The Airport has been selected to receive an FAA grant for the engineering, design, and construction of a 10 unit aircraft storage building for airport revenue generation. This specific grant is for a total of \$585,000. A second FAA grant that is scheduled in support of this project will become available fall of 2025 in the approximate amount of \$150,000.

Budget/fiscal impacts:

Total project funding on this application – \$585,000	
2 nd grant Fall 2025	Approx .- <u>\$150,000</u>
	Approx. total \$735,000

Requested by:

Kelly Coffelt Airport Manager.

Presenters:

Kelly Coffelt – Airport Manager

Legal review (only if requested):

In process

AGENDA ITEM REQUEST



Date:

January 14, 2025

Meeting date desired:

January 22, 2025

Subject:

Airport Hangar Transfer from Suncreek Ranch, LLC to Coney

Background and policy implications:

Suncreek Ranch, LLC is selling its hangar to Michael Coney. Enclosed is a Termination of Lease with SunCreek Ranch, LLC and a new 20-year Lease and Memorandum of Lease with Michael Coney. The leased premises of the hangar area is 3,250 square feet, with 4,196 square feet of impact area. The effective date of the transfer will be January 31.

Budget/fiscal impacts:

Coney's lease rate will be \$2,382.72/year.

Requested by:

*John Eisler; Asst. County Counsel
541-416-3919; john.eisler@crookcountyor.gov*

Presenters:

Kelly Coffelt

Legal review (only if requested):

Legal drafted.

Elected official sponsor (if applicable):

N/A

**PRINEVILLE/CROOK COUNTY AIRPORT S39
NON-COMMERCIAL GROUND LEASE AND USE AGREEMENT**

This Prineville/Crook County Airport S39 Ground Lease and Use Agreement (“Agreement” or “Lease”) is made and entered into this 24th day of January, 2025 (the “Commencement Date”), by and between Crook County, a political subdivision of the State of Oregon (“County,” or “Lessor”) and Michael F. Coney (“Lessee”). County and Lessee may hereinafter be referred to as the “Parties” or individually as a “Party.”

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

County hereby leases to Lessee the Leased Premises described herein further below and at Exhibit A, located at: 4151 SW Aviation Boulevard, Prineville, OR 97754.

To have and to hold the Leased Premises pursuant to the rights and obligations described herein, and as more particularly described below, for a Term beginning at the Commencement Date and continuing for a period of : TWENTY (20) years.

Subject to the termination and renewal rights described below.

This Lease is subject to the County’s Airport Rules and Regulations and Lease Policy (available online from the Airport’s website or from the Airport Manager) as they may be enacted or amended from time to time, as if fully attached and incorporated herein. With the exception of the Adjustment of Rent in section 4.C below, in the event of a conflict between this Agreement and the Lease Policy, the Lease Policy shall control.

1. NOTICES

The Parties are required to update the information in this section. Notices required pursuant to the provisions of this Lease shall be conclusively determined to have been delivered (i) when hand-delivered to the other Party at such addresses listed below, or at such other addresses as the receiving Party may designate by proper notice to the sending Party, or (ii) three days after being deposited in the United States Mail, postage prepaid, addressed as follows:

To County:
Crook County Finance Dept.
Attn: Finance Director
300 NE Third St.
Prineville, OR 97754

To Lessee:
Michael F. Coney
10295 Bedrock Lane
Sandy, Utah 84092

With a copy to:
Crook County Counsel
300 NE 3rd Street
Prineville, OR 97754

2. PREMISES.

A. Leased Premises.

County hereby leases to Lessee, pursuant to the rents, conditions, and terms herein, and solely for the purpose of approved non-commercial aeronautical activities, 3,250 square feet of ground space (the “Leased Premises”) at the Airport in Crook County, Oregon, identified and generally described on Exhibit A, attached and incorporated herein.

B. Condition of Leased Premises.

Lessee warrants and represents that Lessee has carefully and completely examined and inspected the Leased Premises, and Lessee fully understands its responsibilities and obligations with respect to the Leased Premises and this Agreement. Lessee accepts the Leased Premises in an “AS IS”, “WHERE IS” condition without representation or warranties from County as to the condition, suitability, environmental condition, or sufficiency of the Leased Premises for engaging in the non-commercial aeronautical activity described or contemplated by this Agreement. Lessee, at its sole cost and expense, agrees that it shall be fully responsible for the remediation of any violation of any applicable federal, state, or local environmental regulations or standards on the Leased Premises.

C. Required Removal of Improvements

By or before June 1, 2026, Lessee shall remove the entry cover from the South side of the hangar and the deck cover on the West side presently affixed to the hangar and return those areas to their original condition, including the removal of all concrete pads, posts, and decking.

3. LEASE TERM.

A. Initial Term.

Starting on the Commencement Date, the Leased Premises will be leased for a term of twenty years (the “Initial Term”), unless earlier terminated pursuant to the terms of this Lease.

B. Extended Term.

If Lessee is not in default under the Lease, Lessee has the option to extend the term for two additional period(s) of 10 years (the “Extended Term”) by providing written notice thereof to County not more than 180 days or less than 90 days before the expiration of the Initial Term or the first Extended Term (for purposes of this Agreement, both the Initial Term and the Extended Term(s) may hereafter be referred to simply as the “Term”), on the condition that said written notice includes, as an exhibit, a professional, independent commercial inspection of the hangar and improvements, performed no more than six months before the date of the written notice, showing an expected useful life of the hangar of greater than 15 years from the date of the end of the expiring Term.

C. Holdover.

There shall be no holdover period. Should Lessee remain in possession after the expiration of the Term, Lessee will be considered a tenant at sufferance, which County may consider as triggering the termination, remedy, and surrender provisions of sections 10 – 12 below at any time without notice and Lessee will be liable for any and all damages resulting from such unauthorized holdover, including but not limited to any and all damages that County is required to pay a new tenant for failing to timely deliver any portion of the Leased Premises or the Improvements.

4. RENT.

A. Initial Rent.

Lessee shall pay Initial Rent of \$0.00 plus Rent, as defined in paragraph B, below, prorated for the current year ending December 31. Initial Rent and Rent for the first year is due and payable upon the signing of this Lease.

B. Rent for Term.

Subject to paragraph C below, Lessee shall pay annual Rent at the rate of \$0.32 per square foot for the Leased Premises and Impact Area space—a sum area of 7,446 square feet—for a total of \$2,382.72 per year of this lease term. The Impact Area is measured from the boundary line of the Leased Premises to the midpoint of the centerline of the taxiway and the length of all setbacks. The Impact Area around the Leased Premises is 4,196 square feet. Rent for each subsequent year of the Term is due each December 31. Any payments not received by December 31st will trigger the default provisions of 10.B.i below. All payments shall be made to the County. County hereby reserves the right to institute additional rent, in its sole discretion calculated to cover documented common-area maintenance expenses and applicable to all Airport tenants.

C. Adjustment of Rent.

Rent will be adjusted annually effective on January 1st (the “Adjustment Date”). The County will deliver notice to Lessee of the amount of the adjustment and the new Rent not less than 30 days before Rent is due each year, calculated pursuant to the provisions below. In no event will annual adjustment operate to decrease Rent.

- **Annual Adjustment:** For the duration of the Term, before each annual due date for Rent except for those years subject to an Appraisal Adjustment, the County will adjust the rent in the same percentage as the increase, if any, in the Consumer Price Index (the “Index”) published by the United States Department of Labor, Bureau of Labor Statistics. The increase will be computed by comparing the schedule entitled “U.S. City Average, All Items, All Urban Consumers, 1982–84=100” for the month of October in the year of the Commencement Date or the prior year’s Rent, as applicable, and October’s figures for the current year of the Adjustment Date. All comparisons will be made using Index figures derived from the same base period. If the Index cited above is revised or discontinued during the Term, then the Index that is designated to replace it by BOMA Oregon will be used.
- **Appraisal Adjustment:** At five-year intervals, the next coming in 2025, the County will procure an Appraisal Report, consistent with Title XI of the Financial Institutions Reform, Recover, and Enforcement Act of 1989 (FIRREA) and the Uniform Standards of Professional Appraisal Practice (USPAP) to ascertain Fair Market Rent for all leased space at the Airport, which will form the basis for the adjustment of Rent in that fiscal year.

5. TAXES AND ASSESSMENTS.

Lessee agrees to timely pay any and all federal, state, or local taxes or assessments which may lawfully be levied against Lessee due to Lessee’s use or occupancy of the Leased Premises or any improvements or property placed on the premises by Lessee as a result of its occupancy.

6. INSURANCE.

Lessee shall be responsible for any and all property damage insurance for Lessee’s hangar, aircraft, and other property on the Leased Premises. Additionally, Lessee, at its sole cost and expense, shall procure and maintain

at all times, in full force and effect during the Term of the Lease, a policy or policies of insurance, naming Crook County and the City of Prineville as additional insureds and covering all risks arising directly or indirectly out of Lessee's activities at the Leased Premises, including but not limited to (1) coverage for hangar premises liability of others; (2) aircraft liability; and (3) if Lessee or any occupant of the Leased Premises has property of others, including aircraft, in their care, custody, or control then they shall maintain hangar keeper's liability coverage with limits adequate to cover the potential damage. The limits for all such policies shall exceed the minimum of the current statutory limits of liability for the County under the Oregon Tort Claims Act, which as of July 2024 are \$1,000,000 per occurrence and \$2,000,000 in the aggregate. 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 upon execution of a Lease and each time Rent is due. 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, Lessee shall provide written notice to the County within two calendar days after Lessee becomes aware that its coverage has been cancelled or has been materially changed. Regardless of what circumstances caused Lessee's insurance coverage to cease or be modified, it is Lessee's responsibility to notify the County.

7. RELEASE AND INDEMNIFICATION.

Lessee assumes all liability and responsibility for property loss, property damage, and/or personal injury of any kind, including death, to any and all persons, of any kind or character, whether real or asserted, arising out of or in connection with its use of the Airport under the Lease or with the leasing, maintenance, use, occupancy, existence, or location of the Leased Premises, except to the extent caused by the gross negligence or willful misconduct of the County or Airport Manager, its officers, agents, servants, or employees.

Lessee covenants and agrees to, and does to the extent allowed by law, without waiving any defenses provided by law, hereby indemnify, hold harmless, and defend the County, City of Prineville and Airport Manager, their officers, agents, servants, and employees from and against any and all claims or lawsuits for either property damage or loss and/or personal injury, including death, to any and all persons, of any kind or character, whether real or asserted, arising out of or in connection with Lessee's use of the Airport under the Lease or with the use, leasing, maintenance, occupancy, existence, or location of the Leased Premises, except to the extent caused by the gross negligence or willful misconduct of the County or Manager, its officers, agents, servants, or employees.

Lessee assumes all responsibility and agrees to pay County, City of Prineville, and Airport Manager for any and all injuries or damages to the County's property which arise out of or in connection with any and all acts or omissions of Lessee, its officers, agents, employees, contractors, subcontractors, licensees or invitees, except to the extent caused by the gross negligence or willful misconduct of County, City of Prineville, and Airport Manager, their officers, agents, servants, or employees.

County, City of Prineville and Airport Manager do not guarantee police protection to Lessee, sublessees, or their property. The County is obligated only to provide security adequate to maintain the County's certification under FAA regulations. Lessee shall comply with all applicable regulations of the FAA relating to airport security. Lessee shall pay all fines imposed by the FAA on the County, Airport Manager or Lessee resulting from Lessee's or any sublessees' failure to comply with such FAA regulations or to prevent

unauthorized persons or parties from their obtaining access to the air operations area of the Airport from the Leased Premises.

8. COMPLIANCE WITH ALL LAWS.

Lessee hereby agrees to comply with all local, state, and federal laws, ordinances, rules and regulations as they may exist or be enacted in the future. Moreover, Lessee makes the following covenants.

A. Non-Discrimination.

The Lessee and all heirs, successors, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Lease for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

The Lessee and all heirs, successors, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that:

- (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;
- (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and
- (3) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

If Lessee provides any services at the Airport in relation to this Lease, Lessee hereby covenants that it will furnish said services on a reasonable basis to all users thereof, charge reasonable prices for each unit or service, and not unjustly discriminate in any manner thereof.

9. SALE OF THE HANGAR AND IMPROVEMENTS.

If at any time during the Term, Lessee intends to sell the Improvements on the Leased Premises, any proposed sale to a third party requires the prior written consent of County. With said consent, County will provide either an assignment of this Lease to the new purchaser or terminate this Lease and offer the new purchaser a new lease with the same Term ending date as this Lease.

10. TERMINATION AND DEFAULT.

A. Termination

This Lease shall terminate automatically at the expiration of the Term.

B. Default.

The occurrence of any one or more of the following constitutes an event of Default under this Lease:

- i. If Lessee fails to pay any rent, fees, or other charges due under this Lease, County shall deliver to Lessee a written invoice and notice to pay the invoice within ten calendar days. If Lessee fails to pay the balance outstanding within such time, County shall have the right to terminate this Lease immediately;
- ii. Failure by Lessee to complete construction of the Project within the time allotted in the Lease Policy;
- iii. Failure by Lessee to pay any taxes or assessments when due;
- iv. Failure by Lessee to obtain and maintain any insurance or provide evidence of insurance as required by the terms of this Lease and such failure continues and is not remedied within 10 days after notice thereof is given to Lessee;
- v. Failure by Lessee, whether by action or inaction, to comply with any term or condition or fulfill any obligation under this Lease (other than i and iv, above) and such failure continues and is not remedied within 30 days after written notice thereof is given to Lessee; provided, however, that if the failure is of such a nature that it cannot be cured within said 30-day period, then this provision is satisfied if Lessee begins the cure within the 30-day period and thereafter proceeds with reasonable diligence and in good faith to effect the cure within 90 days after County's notice is given to Lessee;
- vi. Lessee becomes insolvent; Lessee makes an assignment for the benefit of creditors other than a Leasehold Mortgagee as defined in the Lease Policy; Lessee files a voluntary petition in bankruptcy; Lessee is adjudged bankrupt or a receiver is appointed for Lessee's properties; the filing of an involuntary bankruptcy petition and Lessee's failure to secure a dismissal of the petition within 75 days after filing; or the attachment of or the levying of execution on the leasehold interest and Lessee's failure to secure discharge of the attachment or release of the levy of execution within 30 days; or
- vii. Lessee is in default after the lapse of any applicable notice and cure period under any mortgage, deed of trust, or contract of sale secured by the improvements on the Leased Premises.

11. REMEDIES.

A. Remedies.

Upon the occurrence of an event of Default, County may exercise any one or more of the remedies set forth in this section or any other remedy available under applicable law or contained in this Lease:

- i. County may terminate this Lease by written notice to Lessee;
- ii. County or County's agent or employee may immediately or at any time thereafter, without terminating the Lease, reenter the Leased Premises and the Improvements either by summary eviction proceedings or by any suitable action or proceeding at law, or by force or otherwise, without being liable to indictment, prosecution, or damages, and may repossess the same, and may remove any person from the Leased Premises and the Improvements, to the end that County may have, hold, and enjoy the Leased Premises and the Improvements. RE-ENTRY OR TAKING POSSESSION OF THE LEASED PREMISES OR THE IMPROVEMENTS BY COUNTY WILL NOT BE CONSTRUED AS AN ELECTION ON ITS PART TO TERMINATE THIS LEASE UNLESS A WRITTEN NOTICE OF SUCH INTENTION IS GIVEN TO LESSEE.
- iii. Whether or not County retakes possession of or relets the Leased Premises and the improvements, County has the right to recover its damages, including without limitation all lost Page 117

rentals, all legal expenses, all costs incurred by County in restoring the Leased Premises or otherwise preparing the Leased Premises and the improvements for reletting, and all costs incurred by County in reletting the Leased Premises and the improvements.

- iv. To the extent permitted under Oregon law, County may sue periodically for damages as they accrue without barring a later action for further damages. County may in one action recover accrued damages plus damages attributable to the remaining Term equal to the difference between the Rent reserved in this Lease for the balance of the Term after the time of award and the fair rental value of the Leased Premises and the improvements for the same period, discounted at the time of award at a reasonable rate not to exceed 10 percent per annum. If County relets the Leased Premises and the improvements for the period that otherwise would have constituted all or part of the unexpired portion of the Term, the amount of rent reserved on the reletting will be deemed to be the fair and reasonable rental value for the part or the whole of the Premises and the Improvements so relet during the term of the reletting.

B. County's Self-Help Right.

If Lessee at any time (a) fails to pay any tax or assessment in accordance with the provisions of this Lease, (b) fails to make any other payment required under this Lease, or (c) fails to perform any other obligation on its part to be made or performed under this Lease, then after 10 days' written notice to Lessee (or without notice in the event of an emergency) and without waiving or releasing Lessee from any obligation of Lessee contained in this Lease or from any default by Lessee and without waiving County's right to take any action that is permissible under this Lease as a result of the Default, County may, but is under no obligation to, (i) pay any tax, assessment, or make any other payment required of Lessee under this Lease, and (ii) perform any other act on Lessee's part to be made or performed as provided in this Lease, and may enter the Leased Premises and the Improvements for any such purpose, and take any action that may be necessary. All payments so made by County and all costs and expenses incurred by County, including reasonable attorney fees, in connection with the performance of any such act, will constitute additional Rent payable by Lessee under this Lease and must be paid to County on demand.

C. No Waiver.

No failure by County to insist on the strict performance of any agreement, term, covenant, or condition of this Lease or to exercise any right or remedy consequent upon a breach, and no acceptance of full or partial Rent during the continuance of any such breach, constitutes a waiver of any such breach or of such agreement, term, covenant, or condition. No agreement, term, covenant, or condition to be performed or complied with by Lessee, and no breach by Lessee, may be waived, altered, or modified except by a written instrument executed by County. No waiver of any breach will affect or alter this Lease, but each and every agreement, term, covenant, and condition of this Lease will continue in full force and effect with respect to any other then-existing or subsequent breach.

D. Remedies Cumulative and Nonexclusive.

Each right and remedy provided for in this Lease is cumulative and is in addition to every other right or remedy provided for now or hereafter existing at law or in equity or by statute or otherwise, and County's or Lessee's exercise or beginning to exercise of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise will not preclude the simultaneous or later exercise by the party in question of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise.

12. SURRENDER.

County is not responsible for any loss or damages occurring to any property owned by Lessee or any sub-lessee. The provisions of this section 12 survive any termination of this Agreement.

A. No Delay.

Except as otherwise provided herein, on the last day of the Term or the last day Lessee is entitled to possession of the Leased Premises under this Lease, if the Parties are not then negotiating a new lease, Lessee shall surrender and deliver up the Leased Premises to County without delay.

B. Removal of Property.

If Lessee is still entitled to possession, Lessee may remove the hangar, other improvements, and personal property of Lessee, a sublessee, or any other guest/invitee (collectively, "Lessee's Property") on the Leased Premises so long as said improvements are removed on or before the last day that the Lessee is entitled to possession of the Leased Premises. After removal of said improvements, Lessee shall place the premises in a clean and buildable site leaving all utility hookups in place. Any of Lessee's Property that remains on the Leased Premises after the termination of this lease may, at the option of County (1) be deemed to have been abandoned by Lessee or such sub-lessee and may either be retained by County as its property and all rights of Lessee with respect to it will cease or be disposed of, without accountability, in such manner as County sees fit, or (2) if County gives written notice to Lessee to such effect, such property shall be removed by Lessee at Lessee's sole cost and expense. If County elects to hold Lessee to Lessee's obligation to remove, County may effect a removal and place the cost of removal, transportation to storage, and storage on Lessee.

13. RIGHTS AND RESERVATIONS OF COUNTY.

A. Hazards.

County reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, including, but not limited to, the right to prevent Lessee from erecting or permitting to be erected any building or other structure which, in the opinion of County, would limit the usefulness of the Airport, constitute a hazard to aircraft or diminish the capability of existing or future avigational or navigational aids used at the Airport.

B. Development.

County reserves the right to develop and improve the Airport as it sees fit, regardless of the desires or view of Lessee, and without interference or hindrance by or on behalf of Lessee. Accordingly, nothing contained in this Lease shall be construed to obligate County to relocate Lessee as a result of any such Airport developments or improvements.

C. Subordination.

This Lease shall be subordinate to the provisions of any existing or future agreement between County and the United States Government, which relates to the operation or maintenance of the Airport and is required as a condition for the expenditure of federal funds for the development, maintenance or repair of Airport infrastructure. In the event that any such existing or future agreement directly causes a material restriction, impairment or interference with Lessee's primary operations on the Leased Premises (referred to as a "Limitation") for a period of less than seven calendar days, this Lease shall continue in full force and effect. If the Limitation lasts more than seven calendar days, Lessee and County shall negotiate in good faith to resolve or mitigate the effect of the Limitation.

If Lessee and County are in good faith unable to resolve or mitigate the effect of the Limitation, and the Limitation lasts between seven and 180 days, then for such period:

- (i) Lessee may suspend the payment of any rent due hereunder;
- (ii) subject to ordinary wear and tear, County shall maintain and preserve the Leased Premises and its improvements in the same condition as they existed on the date such Limitation commenced; and
- (iii) the term of this Lease shall be extended, at Lessee's option, for a period equal to the duration of such Limitation.

If the Limitation lasts more than 180 days, then

- (i) County and Lessee may, but shall not be required to, (a) further adjust the payment of rent and other fees or charges, (b) renegotiate maintenance responsibilities and (c) extend the term of this Lease, or
- (ii) Lessee may terminate this Lease upon 30 days' written notice to County.

D. National Emergencies.

During any war or national emergency, County shall have the right to lease any part of the Airport, including its landing area, to the United States Government. In this event, any provisions of this Lease which are inconsistent with the provisions of the lease to the Government shall be suspended. County shall not be liable for any loss or damages alleged by Lessee as a result of this action. However, nothing in this Lease shall prevent Lessee from pursuing any rights it may have for reimbursement from the United States Government. If any lease between County and the United States Government executed pursuant to this section D directly causes a Limitation for a period of less than seven (7) calendar days, this Lease shall continue in full force and effect. If the Limitation lasts more than seven (7) calendar days, Lessee and County shall negotiate in good faith to resolve or mitigate the effect of the Limitation. If Lessee and County are in good faith unable to resolve or mitigate the effect of the Limitation, then the provisions of subsection C above, shall apply.

E. Sponsor Assurances.

County covenants and agrees that during the term of this Lease it will operate and maintain the Airport and its facilities as a public airport consistent with and pursuant to the Sponsor's Assurances given by County to the United States Government through the Federal Airport Act; and Lessee agrees that this Lease and Lessee's rights and privileges hereunder shall be subordinate to the Sponsor's Assurances.

F. Easements.

Lessee's rights hereunder shall be subject to all existing and future utility and drainage easements and rights-of-way granted by County for the installation, maintenance, inspection, repair or removal of facilities owned or operated by electric, gas, water, sewer, communication or other utility companies. Lessee's rights shall additionally be subject to all rights granted by any ordinance or statute which allows utility companies to use publicly owned property for the provision of utility services.

G. Relocation of Hangar and Leased Premises.

The precise location of the Leased Premises where the hangar is located is subject to County's discretion and modification. County may compel relocation of the hangar at any time, in which case County will be responsible for all reasonable relocation costs. Lessee will be responsible for all Hangar relocation/reassembly costs when the relocation/reconstruction is at the request and sole benefit of Lessee, or if relocation is due to termination of this Agreement.

H. Lien Granted to County.

Lessee hereby grants County a lien against the Improvements, aircraft, and all personal property that Lessee stores in the hangar. This lien exists and continues for all unpaid amounts that Lessee may owe County, from time to time, and County's assertion of the lien does not relieve Lessee from the obligation to pay the monthly rent as provided in this Agreement. In the event Lessee does not fully and immediately discharge all unpaid amounts, County is hereby granted and has the right to take and recover possession of the Improvements and satisfy its lien in accordance with Oregon law. The County may also take and recover possession of the stored aircraft and personal property, without notice or other action, exercise its lien against the same, and have and recover all costs and expenses including attorney's fees in connection with the repossession of said hangar, Improvements, aircraft, or personal property and assertion of the lien.

14. MISCELLANEOUS.

A. Governmental Powers.

Nothing in this lease should be construed or interpreted to mean that the County waives, surrenders, or sacrifices any of its governmental powers in any way.

B. Licenses and Permits.

Lessee shall, at its sole expense, obtain and keep in effect all licenses and permits necessary or required for its operations at the Airport.

C. Relationship of the Parties.

Nothing contained in this Lease is to be deemed or construed, either by the Parties to this Lease or by any third party, to create the relationship of principal and agent or to create any partnership, joint venture, or other association between County and Lessee.

D. Cooperation between Tenants.

Lessee must cooperate with all other tenants and users of the Airport and must at all times use the Leased Premises and the Airport in such a manner as to avoid interference with the activities of other Airport users and tenants. Any difference or conflict that may arise between Lessee and other users or tenants will be resolved by the County in the County's sole discretion and not subject to challenge or appeal. If Lessee's lawful enjoyment of the Leased Premises is impaired because of any act or omission of another tenant, Lessee will have no claim against County or its agents.

E. Survival.

All agreements set forth in this Lease, the full performance of which are not required before the expiration or earlier termination of this Lease, will survive the expiration or earlier termination of this Lease and be fully enforceable thereafter.

F. Severability.

If any term or provision of this Lease or the application of the Lease to any person or circumstance is, to any extent, held to be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected, and each term and provision of this Lease will be valid and be enforced to the fullest extent permitted by law.

G. Non-Waiver.

The failure of County to insist upon the performance of any term or provision of this Lease or to exercise any right granted herein shall not constitute a waiver of County's right to insist upon appropriate performance or to assert any such right on any future occasion.

H. Force Majeure.

If either party's performance of an obligation under this Lease (excluding a monetary obligation) is delayed or prevented in whole or in part by (a) any legal requirement (and not attributable to an act or omission of the party); (b) any act of God, fire, or other casualty, flood, storm, explosion, accident, epidemic, war, civil disorder, strike, or other labor difficulty; (c) shortage or failure of supply of materials, labor, fuel, power, equipment, supplies, or transportation; or (d) any other cause not reasonably within the party's control, whether or not the cause is specifically mentioned in this Lease, the party will be excused, discharged, and released of performance to the extent that such performance or obligation (excluding any monetary obligation) is so limited or prevented by the occurrence without liability of any kind.

I. Condemnation.

If the whole of the Leased Premises is taken by a public authority under the power of eminent domain, then the Term of this Agreement will cease on the day of possession by said public authority. If only a part of the Leased Premises is taken under eminent domain, Lessee will have the right to either terminate this Agreement or to continue in possession of the remainder of the Leased Premises. If Lessee remains in possession, all of the terms of this Agreement will continue in full force and effect, with Rent reduced proportionately pursuant to the non-condemned and Lessee-occupied square footage.

J. Nonmerger.

There may be no merger of this Lease, or of the leasehold estate created by this Lease, with the fee estate of the Leased Premises.

K. Costs and Attorney Fees.

In the event there should be a breach or default under any provision of this Lease and either party should retain attorneys or incur other expenses for the collection of rent, fees or charges, or the enforcement of performance or observances of any covenant, obligation or agreement, County and Lessee agree that each party shall be responsible for its own attorneys' fees.

L. Applicable Law and Venue.

This Agreement shall be construed in accordance with and governed by the laws of the State of Oregon. The Parties agree that any civil action will be brought in the circuit court in Crook County.

M. Signature Authority.

The person signing this agreement hereby warrants that he/she has the legal authority to execute this agreement on behalf of the respective party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. Each party is fully entitled to rely on these warranties and representations in entering into this Agreement or any amendment hereto.

N. Binding Effect.

The covenants and agreements contained in this Lease are binding on and inure to the benefit of County, Lessee, and their respective successors and assigns.

O. Recordation.

This Agreement shall not be recorded. Lessee may elect that a memorandum of lease be executed and acknowledged by both parties and recorded in the public records of Crook County, at Lessee’s cost.

P. Time Is of the Essence.

Time is of the essence as to the performance of all the covenants, conditions, and agreements of this Lease.

Q. Interpretation.

In interpreting this Lease in its entirety, there must be no inference, by operation of law or otherwise, that any provision of this Lease may be construed against either party hereto. County and Lessee acknowledge that they and their counsel have reviewed and revised this Lease and that any otherwise applicable rule of construction or any other presumption to the effect that any ambiguities are to be resolved against the drafting party will not be used in the interpretation of this Lease or any exhibit or amendment hereto.

R. Headings, Captions, and References.

The headings and captions contained in this Lease are for convenience only and do not in any way define, describe, limit, or amplify the scope or intent of this lease or any term or provision in it. The use of the term “Herein” refers to this Lease as a whole, inclusive of the Exhibits, except when noted otherwise. The use of a masculine or neuter gender in this Lease includes the masculine, feminine, and neuter genders and the singular form includes the plural when the context so requires.

S. Entire Agreement.

This Lease contains the entire agreement between the parties and, except as otherwise provided by the Rules and Regulations and Lease Policy, can be changed, modified, amended, or terminated only by an instrument in writing executed by the parties. Lessee and County mutually acknowledge and agree that there are no verbal agreements or other representations, warranties, or understandings affecting this Lease.

T. Counterparts.

This Agreement 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 Lessee

For Crook County

Michael F. Coney

CROOK COUNTY

By: _____
Michael F. Coney

By: _____

Date: _____

Date: _____

EXHIBIT "A"
LEGAL DESCRIPTION

Located in Crook County, Oregon:

A Leasehold in and to the following described property:

A Parcel of land located in the South one-half of Section 11, Township 15 South, Range 15 East, W.M., City of Prineville, Crook County, Oregon, more particularly described as follows: Beginning at the Southwest corner of said Section 11, thence North 48°53'56" East a distance of 3564.53 feet to the true point of beginning; thence North 39°21'06" West a distance of 50.00 feet; thence North 50°38'54" East a distance of 65.00 feet; thence South 39°21'06" East a distance of 50.00 feet; thence South 50°38'54" West a distance of 65.00 feet to the true point of beginning.

After recording, return to:
John Eisler
Crook County Counsel
300 NE Third St.
Prineville, OR 97754

Memorandum of Ground Lease

THIS Memorandum of Ground Lease (Memorandum) is dated January 24, 2025 (the “Effective Date”), by and between Crook County, a political subdivision of the State of Oregon (Landlord) and Michael F. Coney (Tenant).

RECITALS

- A. Landlord and Tenant entered into that certain Ground Lease and Use Agreement (the “Lease”) dated January 24, 2025, with respect to the real property described on attached Exhibit A (the “Leased Premises”).
- B. Landlord and Tenant desire to record this Memorandum to put third parties on notice of certain terms contained in the Lease.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Lease Term.** The Term of the Lease expires on January 23rd, 2045. With certain conditions met, Tenant has an option to extend the Term of the Lease for two additional ten-year terms.
2. **Use of the Property.** Tenant shall use the Leased Premises primarily for the storage of aircraft.
3. **Ownership of Improvements.** All improvements constructed or installed on the Leased Premises are the property of Tenant. The Parties agree that all Improvements constructed or installed on the Leased Premises by Tenant are hereby severed by agreement and intention of the Parties, even though attached or affixed to the Leased Premises.
4. **No Liens or Merger.** Tenant has no power or authority to permit a lien to attach to the property of Landlord, nor may there be a merger of this Lease, nor of the leasehold estate created by this Lease, with the fee estate of Landlord.
5. **General.**
 - a. This Memorandum must be construed in accordance with the laws of the State of Oregon.
 - b. This Memorandum may be amended only by a written instrument by the parties hereto.

EXHIBIT "A"
LEGAL DESCRIPTION

Located in Crook County, Oregon:

A Leasehold in and to the following described property:

A Parcel of land located in the South one-half of Section 11, Township 15 South, Range 15 East, W.M., City of Prineville, Crook County, Oregon, more particularly described as follows: Beginning at the Southwest corner of said Section 11, thence North 48°53'56" East a distance of 3564.53 feet to the true point of beginning; thence North 39°21'06" West a distance of 50.00 feet; thence North 50°38'54" East a distance of 65.00 feet; thence South 39°21'06" East a distance of 50.00 feet; thence South 50°38'54" West a distance of 65.00 feet to the true point of beginning.

After recording, return to:
John Eisler
Crook County Counsel
300 NE Third St.
Prineville, OR 97754

Termination of Private Hangar Land Lease

THIS Termination of Private Hangar Land Lease (Termination) is dated January 24, 2025 (the “Effective Date”), by and between Crook County, a political subdivision of the State of Oregon (Landlord) and Sun creek Ranch, LLC (“Tenant” or “Lessee”).

RECITALS

- A. The City of Prineville, on behalf of Crook County, and Tenant entered into that certain Private Hangar Lease (the “Lease”) effective October 6, 2015, and memorialized through a Memorandum of Private Hangar Lease, which was recorded in the Crook County Clerk’s records as Instrument No. 2015-270744.
- B. Tenant is transferring ownership of the improvements on the leaseholds, and the new owner is entering into a new lease with Landlord for the leased premises.
- C. Landlord and Tenant desire to record this Termination to put third parties on notice.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Termination.** Notwithstanding any provisions to the contrary, the aforementioned Lease is hereby terminated as of January 24, 2025.
2. **Use of the Property.** Tenant’s rights to access, use, and exclude others from the leased premises are extinguished concurrently with this Termination.
3. **Ownership of Improvements.** All improvements constructed or installed on the leased premises are not the property of Landlord, even though attached or affixed to the leased premises.
4. **General.**
 - a. This Termination must be construed in accordance with the laws of the State of Oregon.
 - b. This Termination may be amended only by a written instrument by the parties hereto.
 - c. All capitalized terms not otherwise defined herein have the meaning ascribed in the Lease.

///

IN WITNESS WHEREOF, the parties have executed this Termination effective as of the date first set forth above.

For Tenant
Suncreek Ranch, LLC

For Landlord
CROOK COUNTY

By: James Holmes

Seth Crawford, County Commissioner

Brian Barney, County Commissioner

Susan Hermreck, County Commissioner

STATE OF OREGON)
) ss:
COUNTY OF CROOK)

This instrument was acknowledged before me on _____, 2025 by Seth Crawford, Brian Barney, and Susan Hermreck in their capacities as Board of County Commissioners of Crook County, Oregon.

Notary Public for Oregon

STATE OF OREGON)
) ss:
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2025 by James Holmes in his capacity as member/manager of Suncreek Ranch, LLC.

Notary Public for Oregon