

AGENDA

JEFFERSON COUNTY
BOARD OF COMMISSIONERS MEETING
NOVEMBER 2, 2022
COMMISSION MEETING ROOM
8:15 AM

This meeting has the option of attending via teleconference. The meeting is open for onsite attendees. The teleconference allows for listening to the meeting, but will be muted for incoming participation, except during “citizen comments” that will occur at approximately 9:00am.

Pursuant to ORS 192.640, this agenda includes a list of the principal subjects anticipated to be considered at the above referenced meeting; however, the agenda does not limit the ability of the County Commission to consider additional subjects. Meetings are subject to cancellation without notice. Other than hearings, which are publicly noticed, the time schedule is approximate and may vary for individual agenda items. The Board reserves the right to place a time limit on public testimony on any agenda item. The meeting place is handicapped accessible. Those needing assistance should contact the Commission office two (2) days in advance of the meeting by calling (541) 475-2449.

All agenda items shall be taken up between scheduled (time specific) appointments, action items, or public hearings when time permits.

CONFERENCE CALL LINE: (301) 715-8592 MEETING ID: 878 8793 5697

<https://us06web.zoom.us/j/87887935697?pwd=S3p4bVJPSEw1UU9rYTUrbytodVBpQT09>

1. Administrative Session (8:15) (The items discussed during Administrative Session are intended to have staff present updates/reports or routine items to the Board. The fourth Wednesday of the month is an Elected Official/Department Director Meeting)
 - 1.1 Public Works Annual Update.
 - 1.2 Jefferson County Weed Advisory Committee Update.
2. Call to Order/Pledge of Allegiance/Invocation
3. Presentations/Awards
4. Changes to the Agenda (Consideration of Submission of Late Items)
 - 4.1 Commercial Lease Agreement between Jefferson County and Family Resource Center of Central Oregon - signed by Commission.
[4.1.pdf](#)
 - 4.2 Memorandum of Understanding between Jefferson County, City of Madras, City of Metolius, City of Culver & Jefferson County Public Health - signed by Commission Chair.
[4.2.pdf](#)

5. 9:00 A.M. - Citizen Comments

6. Consent Agenda *(The items on the Consent Agenda are considered routine and will all be adopted in one motion unless a Board member or person in the audience requests, before the vote on the motion, to have the item considered separately. If any item is removed from the Consent Agenda, the item will be taken up immediately following the vote on the remaining items)*

6.1 October 2022 Accounts Payable Paid October 2022 in the amount of \$74,424.96 - signed by Commission.

[6.1.pdf](#)

6.2 October 2022 Accounts Payable Paid October 2022 in the amount of \$200.00 - signed by Commission.

[6.2.pdf](#)

6.3 Certificate of Right to Burial, Certificate No. GB179 - signed by Commission.

[6.3.pdf](#)

6.4 Action Minutes for October 12 & 26, 2022 - signed by Commission.

[6.4.pdf](#)

7. Scheduled Appointments, Action Items, and Public Hearings

8. Action Items

8.1 Modification 002 of Grant Agreement 19-PA-11060700-003, Noxious Weed Survey and Control between Jefferson County and Deschutes National Forest, Ochoco National Forest and Crooked River National Grassland - signed by Commission Chair.

[8.1.pdf](#)

8.2 Tenth Amendment to Oregon Health Authority 2021-2023 Intergovernmental Agreement for the Financing of Public Health Services, Agreement 169515-10 - signed by Commission Chair.

[8.2.pdf](#)

8.3 2023 Jefferson County Fair Entertainment Contract between Jefferson County and Stone in Love - signed by Commission Chair.

[8.3.pdf](#)

8.4 Memorandum of Understanding between Jefferson County and the Jefferson County Service Employees Bargaining Unit, Laborers' Union Local No 737, Contract Extension 2023-2024 - signed by Commission.

[8.4.pdf](#)

8.5 Oregon Department of Emergency Management Homeland Security Grant Program, State Homeland Security Program, CFDA #97.067 - signed by

[8.5.pdf](#)

8.6

NeoGov Power Digital Management Software Contract for Public Health - signed by
Commission Chair.

[8.6.pdf](#)

8.7 Employment Agreement and Job Description from Jeff Rasmussen, Alexa Gassner, David Scott Edelman, Lacey Delacruz, Jason Evan, Laura Moore, Kurt Symons, Matt Powlison, Kate Knop, Zach Hastings, Phil Stenbeck and Lyndsay Hessel - signed by Commission Chair.

9. Elected Official Report(s)/Request(s)

9.1 Carpool Sheriff Vehicles.

10. Department Heads Report(s)/Request(s)

11. County Counsel Report(s)/Request(s)

12. County Administrative Officer Report(s)/Request(s)

13. Commission Discussion Items

13.1 Continued discussion regarding American Rescue Plan (ARPA) & CARES Act Funding Programs.

14. Announcements/Notification of additional Commission Meetings

14.1 EOCA Meeting, November 7, 2022 at 1 p.m.

14.2 Board of Commissioners & Metolius City Council Joint Meeting, November 7, 2022 at 6:00 p.m.

15. Executive Session

16. Adjourn

COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement is entered into between Family Resource Center of Central Oregon, hereinafter referred to as “Tenant” and Jefferson County, Oregon, a political subdivision of the State of Oregon, hereinafter referred to as “Landlord”.

1. PREMISES. Landlord leases to Tenant and Tenant leases from Landlord one private office, approximately 120 square feet, located in the Jefferson County Health and Wellness Campus referred to as the “Premises”, located at 500 NE A Street, Suite J100 Madras, OR, for use by the Family Resource Center, subject to the terms and conditions stated herein.

2. TERM AND RENEWAL. This lease shall commence November 1, 2022 and shall be in effect for 12 months, after which the lease shall be month-to-month. Following, the initial term, if Tenant is not and has not been in default hereof, at the end of each month, this lease shall continue until terminated by either party in accordance with Section 14 of this Agreement.

3. RENT. Lessee shall pay Rent by the 10th day of each month and shall be paid to Jefferson County at 66 SE D Street, Suite F, Madras, OR 97741. The Rent for any partial month shall be prorated on a per diem basis. Tenant shall pay to the Landlord as basic rent \$1.00 per square foot. For each subsequent year, the Rent provided herein shall be increased by 2%. It is hereby agreed between the parties that the Rent to be paid by Lessee, as stated in this Section, has been established to reflect the savings below market rent resulting from exemption from taxation. Failure of Lessee to maintain tax exempt status will result in a change in the rent amount, to which the parties must mutually agree in writing.

4. TAXES. Landlord shall not be responsible for payment of any taxes which may be incurred as a result of Tenant’s taxable status in the Premises. Tenant shall pay as due all taxes on its personal property located on the Premises and shall be responsible for all general property taxes assessed against the Premises during the term of the lease if it fails to qualify for an exemption pursuant to ORS 307.166 at any time during this lease.

5. RESTRICTIONS ON USE. The Premises shall primarily be used for the business purposes of the Tenant. The Premises shall be used for no other purposes without the prior consent of the Landlord, which shall not be withheld unreasonably. In connection with the use of the Premises Tenant shall:

5.1. Conform to all applicable laws and regulations of any public authority affecting the Premises and the use of the Premises and correct at Tenant’s own expense any failure of compliance created through Tenant’s fault or by reason of Tenant’s use. Tenant shall not be required to make any structural changes to effect such compliance, unless such changes are required because of Tenant’s specific use.

5.2. Refrain from any activity which would make it impossible to insure the Premises against casualty, would increase the insurance rate, or would prevent Landlord from taking advantage of any ruling of the Oregon Insurance Rating Bureau or its successor allowing Landlord to obtain reduced premium rates for long-term fire insurance policies, unless Tenant pays the additional costs of the insurance.

5.3. Refrain from any use which would be reasonably offensive to owners or users of neighboring premises or which would tend to create a nuisance or damage the reputation of the premises.

5.4. Refrain from loading the floors beyond the point considered safe by a competent engineer or architect.

5.5. Refrain from attaching any antenna or other device to the exterior or interior walls, windows or roof of the Premises without the written consent of the Landlord.

6. UTILITIES. All utilities, including, but not limited to, lights, power, sewer, water, janitorial and garbage removal services shall be paid by Landlord.

7. REPAIRS AND MAINTENANCE.

7.1. TENANT'S OBLIGATIONS. The following shall be the responsibility of the Tenant:

- a. Insurance covering contents of Premises.
- b. Phone, copier, printer, fax, internet access.
- c. Any repairs necessitated by the negligence of the Tenant, its agents, employees, and invitees, except as provided for in the lease.

7.2. INSPECTION OF PREMISES. Landlord shall have the right to inspect the Premises at any reasonable time or times to determine the necessity of repair. Landlord will inspect the Premises at least annually. Failure of Landlord to conduct annual inspection of the Premises does not relieve Tenant of its obligation to maintain and repair Premises.

7.3. REIMBURSEMENT FOR REPAIRS ASSUMED. Notwithstanding Tenant's obligation to make all repairs to the Premises, if either party fails or refuses to make repairs which are required of it, the other party may make the repairs and charge the actual costs of the repairs to the responsible party. Such expenditures by the Landlord or the Tenant shall be reimbursed on demand together with interest at the rate of 9 percent per annum from the date of the expenditure by the non-responsible party. Such expenditures by Tenant must be collected directly from the Landlord and shall not be withheld from rent. Except in an emergency creating an immediate risk of personal injury or property damage, neither party may perform repairs which are the obligation of the other party for the resulting expense unless at least 30 days before work is commenced the defaulting party is given reasonable notice in writing outlining with reasonable particularity the repairs required, and such party fails within that time to initiate the repairs in good faith.

7.4. LANDLORD'S INTERFERENCE WITH TENANT. Any repairs, replacements, alterations, or other work performed on or around the Premises by Landlord shall be performed in a workman like manner and in such a way as to not interfere as reasonably possible with the use of the Premises by the Tenant. Tenant shall have no right to an abatement of rent nor any claim against the Landlord for any inconvenience or disturbance with the requirements of this provision.

8. ALTERATIONS. Except as provided for herein, Tenant shall make no improvements or alterations on the Premises without first obtaining Landlord's written consent. All permanent improvements and alterations performed on the Premises by either the Landlord or Tenant shall

be the property of the Landlord when installed unless the Landlord has given written consent to the contrary.

9. FIRE INSURANCE. Tenant shall bear the expense of any additional insurance insuring the property of the Tenant on the Premises against fire and other risks, but Tenant shall not be required to insure its own property. Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damages caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement, and in the event of an insured loss, neither party's insurance company shall have a subrogated claim against the other.

10. DAMAGE AND DESTRUCTION.

10.1. PARTIAL DAMAGE. If the Premises are partly damaged and Section 12.2 below does not apply, the Premises shall be repaired by the Tenant at the Tenant's expense. Repairs shall be accomplished with all reasonable dispatch subject to interruptions and delays from labor disputes and matters beyond the control of the Tenant and shall be performed in accordance with the provisions of Section 7 above.

10.2. DESTRUCTION. If the Premises are destroyed or damaged such that the costs of repair exceeds fifty percent (50%) of the value of the structure before the damage, either party may elect to terminate the lease as of the date of the damage or destruction by notice given to the other in writing not more than 45 days following the date of damage. In such event, all rights and obligations of the parties shall cease as of the date of termination, and Tenant shall be entitled to reimbursement of any prepaid amounts paid by Tenant and attributable to the anticipated term. If neither party elects to terminate, Landlord shall proceed to restore the Premises to substantially the same condition as prior to the damage or destruction. Work shall be commenced as soon as reasonably possible and thereafter shall proceed without interruption except for work stoppages on account of labor disputes and matters not under the control of the Landlord.

11. LIABILITY AND INDEMNITY.

11.1. LIENS. Except with respect to activities for which Landlord is responsible, Tenant shall pay as due all claims for work done on and for services rendered or material furnished to the Premises and shall keep the premises free from any liens. If Tenant fails to pay any such claims or fails to discharge any lien, Landlord may do so and collect the cost as additional rent. Any amount so added shall bear interest at the rate of 9 percent per annum from the date expended by the Landlord and shall be payable on demand. Such action by Landlord shall not constitute a waiver of any right of remedy that Landlord may have on account of Tenant's default.

11.2. INDEMNIFICATION. Tenant shall indemnify and defend Landlord from any claim, loss, or liability, including costs, disbursements and attorney fees resulting from or arising out of or related to any activity of Tenant on the Premises or any condition of the Premises in the possession of or under the control of Tenant, excepting any such claim, loss, or liability which may be caused or contributed to in whole or in part by Landlord's own negligence or failure to effect any repair or maintenance required by this lease. Landlord shall have no liability to Tenant for any loss or damage caused by third parties or by any condition of the Premises in the possession of or under the control of Tenant, excepting any such claim, loss, or liability

which may be caused or contributed to in whole or in part by Landlord's own negligence or failure to effect any repair or maintenance required by this lease.

11.3. **LIABILITY INSURANCE.** Before going into possession of the Premises, Tenant shall procure and thereafter during the term of the lease shall continue to carry, at Tenant's cost, public liability and property damage insurance with a responsible company with a combined single limit of not less than One Million Dollars and No Cents (\$1,000,000.00) for damage to persons and property. Such insurance shall cover all risks arising directly or indirectly out of Tenant's activities on or from any condition of the Premises whether or not related to an occurrence caused or contributed to by Landlord's negligence, and shall protect Landlord and Tenant against claims of third persons. Certificates evidencing such insurance shall name Landlord, its officers, employees and representative as additional insureds and shall bear endorsements requiring 30 days written notice to the Landlord prior to any change or cancellation shall be provided to Landlord prior to Tenant's occupancy of the Premises.

12. **QUIET ENJOYMENT.** Landlord warrants that it is the owner of the Premises and has the right to lease. Subject to all currently existing encumbrances, Landlord will defend Tenant's right to quiet enjoyment of the Premises from the lawful claims of all persons during the lease term.

13. **ASSIGNMENT AND SUBLEASE.** No part of the Premises may be assigned, mortgaged, or subleased, nor may a right of use of any portion of the Premises be conferred on any third person by any other means, without the prior written consent of Landlord. This provision shall apply to all transfers by operation of law. If Tenant is a corporation, this provision shall apply to any sale of a controlling interest in the stock of the corporation. No consent in one instance shall prevent the provision from applying to a subsequent instance. Landlord shall consent to a transaction covered by this provision when withholding such consent would be unreasonable in the circumstances. Landlord shall not unreasonably delay consent and shall give consent under circumstances where withholding it would be unreasonable. In determining whether to consent to assignment, Landlord may consider the following non-exclusive factors: financial ability and business experience of assignee; competence of assignee; and medical references of assignee.

14. **TERMINATION.** This agreement may be terminated by either of the parties for any reason upon 30 days advance written notice to the other party, or at any time upon mutual agreement.

15. **DEFAULT.** The following shall be events of default:

15.1. **DEFAULT IN RENT.** Failure of Tenant to pay rent or any other charge within 10 days after it is due.

15.2. **ABANDONMENT.** Failure of Tenant for 30 days or more, excluding school holidays or vacations, to occupy the Premises for one or more of the purposes permitted under this lease unless such failure is excused under other provisions of this lease shall constitute an abandonment of the Premises.

16. **REMEDIES ON DEFAULT.**

16.1. **TERMINATION.** In the event of a default, this lease may be terminated at the option of the Landlord by notice in writing to Tenant. If the lease is not terminated by the election of Landlord or otherwise, Landlord shall be entitled to recover damages from Tenant for the

default. If the lease is terminated, Tenant's liability to Landlord for damages shall survive such termination, and Landlord may re-enter, take possession of the premises, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages.

16.2. DAMAGES. In the event of default or termination on default, Landlord shall be entitled to recover immediately, without waiting until the due date of any future rent or until the date fixed for expiration of the lease term, the reasonable costs of reentry and reletting including without limitation the costs of any cleanup, refurbishing, removal of Tenant's property and fixtures, or any other expenses occasioned by Tenant's failure to quit the Premises upon termination and to leave them in the required condition, any remodeling costs, attorney fees, court costs, broker commissions, advertising costs and any other sums allowed by law.

16.3. OREGON STATUTES. In addition to all remedies provided herein, Landlord shall have all rights furnished to a secured creditor under the Oregon Uniform Commercial Code and ORS Chapter 87 or its successor as it pertains to landlord liens and other landlord remedies.

16.4. OTHER REMEDIES. Landlord may sue periodically to recover damages during the period corresponding to the remainder of the lease term, and no action for damages shall bar a later action for damages subsequently accruing. In addition to all remedies provided herein, Landlord shall be entitled, at its option, to any and to all other legal and equitable remedies provided under applicable law. The foregoing remedies shall be cumulative and non-exclusive.

17. RENDER AT EXPIRATION. Upon expiration of the lease term or earlier termination on account of default, Tenant shall deliver all keys to Landlord and surrender the Premises in good condition and broom clean. Alterations constructed by the Tenant with permission from Landlord shall not be removed or restored to original condition unless the terms of the permission for the alterations so requires.

18. MISCELLANEOUS.

18.1. NONWAIVER. Waiver by either party of strict performance of any provision of this lease shall not be a waiver of or prejudice this lease and shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

18.2. NOTICES. Any notice required or permitted under this lease shall be given when actually delivered or 48 hours after deposited in United States mail as certified mail addressed to the address provided for herein or such other addresses may be specified from time to time by either of the parties in writing. The addresses for notices under this lease agreement shall be as follows:

Jefferson County
Attn: County Counsel
66 SE D Street, Suite A
Madras, OR 97741

18.3. SUCCESSION. Subject to the above stated limitations on transfer of Tenant's interest, this lease shall be binding upon and inure to the benefit of the parties, their respective heirs and assigns.

18.4. LANDLORD'S RIGHT TO CURE DEFAULTS. If Tenant fails to perform any obligation under this lease, Landlord shall have the option to do so after 30 days written notice to Tenant. All of Landlord's expenditures to correct the default shall be reimbursed by Tenant on demand with interest at the rate of 9% per annum from the date of expenditure by the Landlord.

18.5. RECORDATION. This lease shall not be recorded without the written consent of the Landlord. Upon request, Landlord shall execute and acknowledge a memorandum of this lease in a form suitable for recording, and Tenant may record the memorandum.

18.6. ATTORNEY FEES. In the event suit or action is brought by any party under this lease to enforce any of its terms, each party shall be responsible for its own attorney fees and costs, except in an action to collect money owed to Landlord, all costs associated with the collection will be the responsibility of the Tenant.

LANDLORD

TENANT

Jefferson County Commission

Family Resource Center of Central Oregon

Wayne Fording, Commission Chair

Dee Ann Lewis
Dee Ann Lewis, Executive Director

Mae Huston, Commissioner

10/27/2022
Date

Kelly Simmelink, Commissioner

Date

MEMORANDUM OF UNDERSTANDING

Jefferson County Community Pathway Planning Agreement – Jefferson County, City of Madras, City of Metolius, City of Culver, Jefferson County Public Health

This Memorandum of Understanding (“MOU”) is between the signatory Parties (collectively the “Parties”) for the purpose of creating operating agreements between Jefferson County (Jeff Co), Jefferson County Public Health (JCPH), City of Culver (Culver), City of Madras (Madras), and City of Metolius (Metolius) to collaboratively execute the Jefferson County Community Pathway Planning Project, Phase 1 (“Pathway Project”).

RECITALS:

The signatory Parties agree that:

- A. The Jefferson County Community Pathway is a proposed multi-use pathway connecting the Cities of Madras, Metolius, and Culver, which is tentatively planned to follow Hwy 361 in Jefferson County.
- B. They will support the writing and submission of a grant application to the Oregon Community Paths Program to fund the preliminary study and planning of the Jefferson County Community Pathway.
- C. They will support the completion of project deliverables as described in the Oregon Community Paths Program grant agreement, if awarded.
- D. This MOU only exists for the duration of the planning process associated with the Oregon Community Paths grant request as referenced above.

AGREEMENT:

- 1. Effective Date and Duration.** This MOU will be effective on the date signed by all Parties. The MOU will remain in effect until the completion of the terms of the Oregon Community Paths Program grant, if awarded. This agreement may be terminated as provided in Section 4.
- 2. Operating Agreements.** The Operating Agreements and Roles for the Parties are outlined in Exhibit A.
- 3. Amendment & Review.** The terms of this MOU may be amended or extended only in writing and when signed by all Parties. This MOU is intended to be a living document to meet the agreed upon needs of all Parties as the Pathway Project evolves; this MOU should be reviewed on a regular basis for refinement.
- 4. Termination.** Any Party may terminate its participation in this MOU, upon 60 days written notice to all other Parties. The MOU itself may be terminated in the following manners:

- a. For cause (material breach), following a good faith effort to cure or resolve the issue(s) between the Parties.
- b. When replaced by a future agreement to better suit the needs of the Pathway Project and partners.

The notice of termination must be delivered in writing with ten days prior written notice, by certified mail or delivered in person. (Email delivery with confirmation of receipt will also suffice.)

5. **Entire Understanding.** This MOU contains the entire understanding of the Parties and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the Parties with respect to the subject matter of this MOU.
6. **Authorization to Sign.** Each Party, by the signature below of its authorized representative, acknowledges that it has read this MOU, understands its terms and conditions, and has the authority to sign on behalf of the represented entity.
7. **Severability.** Should any portion of this MOU be judicially determined illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and any Party may renegotiate the terms affected by the severance.
8. **Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the state of Oregon. Jurisdiction over any action arising out of this MOU and over the Parties is the State of Oregon, and the venue shall be the Jefferson County Circuit Court.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date signed by all Parties.

Entity: Jefferson County

By:

Title:

Signature: _____

Date: _____

Approved as to Form:

Attorney

Entity: Jefferson County Public Health

By:

Title:

Signature: _____

Date: _____

Approved as to Form:

Attorney

Entity: City of Culver

By:

Title:

Signature: _____

Date: _____

Approved as to Form:

Attorney

Entity: City of Madras

By:

Title:

Signature: _____

Date: _____

Approved as to Form:

Attorney

Entity: City of Metolius

By:

Title:

Signature: _____

Date: _____

Approved as to Form:

Attorney

Exhibit A Pathway Project Agreements

The following Agreements describe a variety of ways in which Jeff Co, JCPH, Culver, Madras and Metolius will coordinate in delivery of the Jefferson County Community Pathway Planning Project, Phase 1.

1. The Parties agree to contribute time from staff and/or elected officials that are recognized representatives of each entity to the Project Team and other coordinating bodies of this planning process, as determined by the grant agreement.
2. The Parties agree to communicate and collaborate through the duration of the grant agreement.
3. The Parties agree that Jefferson County:
 - a. Will be the applicant to the Oregon Community Paths Program for the Jefferson County Community Pathway Planning Project
 - b. Will be the financial administrator and recipient of any grant funds awarded for the Jefferson County Community Pathway Planning Project.
4. The Parties agree to support Jefferson County in achieving the deliverables described in the Oregon Community Paths Program grant agreement, if awarded.

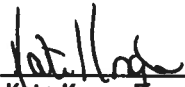
**October 2022 Accounts Payable
Paid October 2022
Columbia Bank Issued Checks**

It is hereby ordered that check number 47560 to 47590 be paid totaling **\$74,684.96**

FUND	FUND NAME	AMOUNT ISSUED	VOIDED	TOTAL EXPENSE
101	GENERAL FUND	\$15,361.93		\$15,361.93
202	PUBLIC WORKS	\$19.50		\$19.50
209	ANIMAL CONTROL	\$3,035.26		\$3,035.26
218	FAIR	\$412.80		\$412.80
236	SMOKE MANAGEMENT	\$2,796.58		\$2,796.58
254	CJ - ADULT	\$2,250.00	(\$260.00)	\$1,990.00
503	CDD - PLANNING DEPT	\$1,015.00		\$1,015.00
504	CDD - ONSITE AND ENGINEERING	\$2,667.00		\$2,667.00
505	CDD - BUILDING	\$3,027.34		\$3,027.34
507	CAR POOL	\$43,399.55		\$43,399.55
508	RV PARK	\$700.00		\$700.00
TOTAL		\$74,684.96	-\$260.00	\$74,424.96

Claims approved and checks dated: 10/21/2022

I, Kate Knop, hereby attest the above amounts and check numbers are correct.



Kate Knop, Finance Director

Kelly Simmelink, Commissioner

Wayne Fording, Commissioner

Mae Huston, Commissioner

Order Number

Dated

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Only paid invoices included.

[Report]. Date Paid = 10/21/2022

Vendor Number	Vendor Name	Invoice Date	Invoice Number	Description	Net Invoice Amount	GL Activity Number	GL Period
3393	AZTEC ELECTRICAL LLC	10/12/2022	101222AEREF	Electrical Permit Withdrawn- 451-	83.10		1022
3386	BLAIR, ISAAC	06/21/2022	062122RE	Reimburse 2018 Fire Study Comp	62.89		1022
3386	BLAIR, ISAAC	09/25/2022	092522RE	Reimburse Fire Plans Examiner T	241.00		1022
3386	BLAIR, ISAAC	09/25/2022	092522REI	Reimburse Cert Transfer	80.00		1022
2381	BUENA VIDA COUNSELIN	10/07/2022	SEPT2022	Group Fee/Individual Fee	2,150.00		1022
1459	BUSINESS HEALTH RES	09/30/2022	18564	Random test Stemwedel	19.50		1022
7062	CARSON OIL COMPANY I	10/13/2022	IN-0772030	5000 gallons unleaded	16,998.61		1022
7062	CARSON OIL COMPANY I	10/13/2022	IN-0772030	5502 Gallons Diesel	26,400.94		1022
9	CASCADE NATURAL GAS	10/07/2022	56158200008	Oct22 JeffCo county annex B 561	13.09		1022
9	CASCADE NATURAL GAS	10/07/2022	65948200004	Oct22 JeffCo maint 65948200004	13.09		1022
2189	CENTRAL OREGON ANIM	10/21/2022	NOVEMBER20	JC Dog Kennel 11/2022 & 25% do	3,035.26		1022
1804	CLEAN SWEEP	10/15/2022	10/2022	Contracted Cleaning Svc-General	5,824.00		1022
1804	CLEAN SWEEP	10/15/2022	10/2022	Contracted Cleaning Svc-Sr Cent	1,200.00		1022
1804	CLEAN SWEEP	10/15/2022	10/2022	Less Equip Lease-General	50.00-		1022
1804	CLEAN SWEEP	10/15/2022	10/2022	Less Equip Lease-Sr. Center	50.00-		1022
1804	CLEAN SWEEP	10/15/2022	10/2022	Contracted Cleaning Svc-Goodso	1,461.00		1022
543	CLOUTIER, TANYA	09/27/2022	092722TC	Reimbursement for Travel to PC	9.72		1022
3396	CROCKER, ROBERT	08/18/2022	AUGUST2022	2022 refund unburned acres	408.00		1022
1882	CROOK COUNTY COMM	10/11/2022	44684	Plan review September 2022	69.42		1022
214	DEJARNATT LAND SURV	10/03/2022	90073TA2	Measure Elevation of Concrete Fi	100.00		1022
3385	DEMARIS, JAY	10/04/2022	100422REF	Planning app withdrawn- 451-22-0	1,015.00		1022
677	DEPARTMENT OF ENVIR	10/02/2022	100222DEQ	September 2022 surcharge	1,600.00		1022
2157	DESCHUTES COUNTY	10/11/2022	3219	detention-juvenile inmate/prisoner	4,350.00		1022
3397	DRY CANYON FARMS LL	08/08/2022	AUGUST 2022	2022 refund unburned acres	720.00		1022
3041	DUPONT, TAMARA	10/20/2022	SEPTEMBER2	Travel to check burns 303 miles	189.38		1022
3235	ELEVEN DIGITS INC	10/15/2022	5391	Cleaning Health Dept. & Common	2,392.00		1022
3394	EMPEROR EXCAVATION	10/12/2022	101222EEREF	Minor Repair Permit Withdrawn- 4	410.00		1022
2594	FAIRCLOTH, JEREMY	09/27/2022	092722RE	Reimburse mileage to conference	184.86		1022
3155	HARRIS, GARY	08/15/2022	AUG/OCT 202	2022 refund on unburned acres	699.20		1022
2609	KRICKHAHN, MEGAN	10/14/2022	OCTOBER202	OGFOA Conference	193.75		1022
3389	METTEER, RONALD	09/26/2022	092622REF	Home was removed septic repair	328.50		1022
3390	METTEER, SHERILEE	09/26/2022	092622REF	Home was removed septic repair	328.50		1022
194	MID OREGON PERSONN	08/05/2022	17933	General Labor Week Worked 07/3	412.80		1022
194	MID OREGON PERSONN	09/30/2022	22-09-022	Sept 2022 Pre-Emp Background c	15.00		1022
3392	MOSCHETTI, BRAD	08/30/2022	083022REF	Change from DWL to MH placeme	2,015.27		1022
3398	OPAL SPRINGS FARMS	08/29/2022	AUGUST 2022	2022 refund on unburned acres	480.00		1022
3388	PUNTNEY, MATTHEW	09/26/2022	092622RE	Reimb Mileage- oboa conference/	192.47		1022
3204	SEVERSON PLUMBING	10/12/2022	101222REF	Plumbing Permit withdrawn 451-2	88.61		1022
81016	TUCKER, KIMBERLEE	10/21/2022	OCTOBER202	RV PARK HOST	700.00		1022
1765	UTTER, TIM	08/18/2022	AUGUST2022	2022 refund on unburned acres	300.00		1022
Grand Totals:					74,684.96		

Jefferson County

Payment Approval Report - BOCC-Payment Approval GL

Page: 2

Report dates: 10/1/2022-10/21/2022

Oct 21, 2022 10:56AM

Vendor Number	Vendor Name	Invoice Date	Invoice Number	Description	Net Invoice Amount	GL Activity Number	GL Period
---------------	-------------	--------------	----------------	-------------	--------------------	--------------------	-----------

Dated: _____

Finance Director:  _____

Kelly Simmelink: _____

Wayne Fording: _____

Mae Huston: _____

County Administrator:  _____

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Only paid invoices included.

[Report].Date Paid = 10/21/2022

October 2022 Accounts Payable
Paid October 2022
Columbia Bank Issued Checks

It is hereby ordered that check number 47559 to 47559 be paid totaling \$200.00

FUND	FUND NAME	AMOUNT ISSUED	VOIDED	TOTAL EXPENSE
267	CODE ENFORCEMENT	\$200.00		\$200.00
TOTAL		\$200.00	\$0.00	\$200.00

Claims approved and checks dated: 10/18/2022

I, Kate Knop, hereby attest the above amounts and check numbers are correct.



Kate Knop, Finance Director

Kelly Simmelink, Commissioner

Wayne Fording, Commissioner

Mae Huston, Commissioner

Order Number

Dated

Report Criteria:

Detail report.
Invoices with totals above \$0 included.
Only paid invoices included.
[Report].Date Paid = 10/18/2022

Vendor Number	Vendor Name	Invoice Date	Invoice Number	Description	Net Invoice Amount	GL Activity Number	GL Period
3395	OREGON CODE ENFORC	10/11/2022	OCTOBER202	OCEA 2022 Fall Conference Regi	200.00		1022
Grand Totals:					200.00		

Dated: _____

Finance Director: *[Signature]*

Kelly Simmelink: _____

Wayne Fording: _____

Mae Huston: _____

County Administrator: _____

Certificate No. GB179

Certificate of Right to Burial

Jefferson County
430 SW Fairgrounds Road
Madras OR 97741

Jessie Nielson
158 Ikea Place
Makawa HI 96768

This is to certify that Jessie Nielson, has paid the sum of \$ 620.00, which payment includes perpetual care and entitles them and their heirs to the exclusive rights and burial in:

Block 6

Lot 5 Grave 5

at Gray Butte Jefferson County, State of Oregon, according and subject to the limitations, restrictions and conditions of the Rules and Regulations of the cemetery, either now in force or hereafter enacted.

This certificate is a receipt acknowledging payment in full for the right of burial in the aforementioned space only. It does not constitute ownership, title or deed of real property. This certificate is not assignable and is void if held by any other than the person herein named or their heirs at law.

DATED on October 20, 2022

JEFFERSON COUNTY COMMISSION:

Commission Chair

Commissioner

Commissioner

Before Me: _____
Notary Public of Oregon
County of Jefferson
My Commission Expires: _____

Official Stamp:

ACTION MINUTES

JEFFERSON COUNTY BOARD OF COMMISSIONERS MEETING October 12, 2022

1) Administrative Session (8:15)

1.1 Community Development Department - FY 2022-2023 - 1st Quarter Report.

2) Call to Order/Pledge of Allegiance/Invocation

3) Presentations/Awards

4) Changes to the Agenda (Consideration of Submission of Late Items)

4.1 Agreement between Jefferson County and Jefferson County Law Enforcement Association - signed by Commission.

Mae Huston made a motion to approve the Agreement between Jefferson County and Jefferson County Law Enforcement Association. Seconded by Kelly Simmelink. The motion CARRIED. (Ayes - Mae Huston, Wayne Fording, Kelly Simmelink; Nays None)

4.2 Order In the Matter of Appointing a Custodial Officer for Funds Held by Jefferson County - signed by Commission.

Kelly Simmelink made a motion to approve the Order In the Matter of Appointing a Custodial Officer for Funds Held by Jefferson County. Seconded by Mae Huston. The motion CARRIED. (Ayes - Mae Huston, Wayne Fording, Kelly Simmelink; Nays None)

4.3 Jefferson County Flood Insurance Policy Renewal effective November 1, 2022 - approved by Commission.

Mae Huston made a motion to approve the Jefferson County Flood Insurance Policy Renewal effective November 1, 2022. Seconded by Kelly Simmelink. The motion CARRIED. (Ayes - Mae Huston, Wayne Fording, Kelly Simmelink; Nays None)

5) 9:00 A.M. - Citizen Comments

Gretchen Schlie presented comments regarding the High Desert Community Theatre.

Shawn Stanfill & Louise Muir presented requests for additions to the Veteran's Healing Memorial.

6) Consent Agenda

6.1 Action Minutes for September 28, 2022 and October 5, 2022 - signed by Commission.

6.2 Certificate of Right to Burial, Certificate No. GB178 - signed by Commission.

Mae Huston made a motion to approve the Consent Agenda, Items 6.1 and 6.2. Seconded by Kelly Simmelink. The motion CARRIED. (Ayes - Mae Huston, Wayne Fording, Kelly Simmelink; Nays None)

7) Scheduled Appointments, Action Items, and Public Hearings

7.1 9:15 a.m. - Oregon Water Resources Department Report.

Kyle Gorman & Jeremy Giffin presented.

7.2 12:00 p.m. - Compensation Board Joint Meeting.

Began 12:06 and ended at 12:59 p.m.

7.3 6:00 p.m. - Board of Commissioners at Camp Sherman.

8) Action Items

8.1 Carnival Addendum between Jefferson County and Paul Maurer Shows - signed by Commission Chair.

Mae Huston made a motion to approve the Carnival Addendum between Jefferson County and Paul Maurer Shows. Seconded by Kelly Simmelink. The motion CARRIED. (Ayes - Mae Huston, Wayne Fording, Kelly Simmelink; Nays None)

8.2 Ninth Amendment to Oregon Health Authority 2021-2023 Intergovernmental Agreement for the Financing of Public Health Services, Agreement 169515 - signed by Commission Chair.

Mae Huston made a motion to approve the Ninth Amendment to Oregon Health Authority 2021-2023 Intergovernmental Agreement for the Financing of Public Health Services, Agreement 169515. Seconded by Kelly Simmelink. The motion CARRIED. (Ayes - Mae Huston, Wayne Fording, Kelly Simmelink; Nays None)

8.3 Salary Change Order for Todd Shockney - signed by Commission.

Mae Huston made a motion to approve the Salary Change Order for Todd Shockney. Seconded by Kelly Simmelink. The motion CARRIED. (Ayes - Mae Huston, Wayne Fording, Kelly Simmelink; Nays None)

8.4 Salary Order for Tristan Cruden, Public Works Road Tech Trainee, MW1, Step 1, requested by Matt Powlison - signed by Commission.

Mae Huston made a motion to approve the Salary Order for Tristan Cruden, Public Works Road Tech Trainee, MW1, Step 1, requested by Matt Powlison. Seconded by Kelly Simmelink. The motion CARRIED. (Ayes - Mae Huston, Wayne Fording, Kelly Simmelink; Nays None)

8.5 Salary Change Order for Lyndsay Hessel - signed by Commission.

Mae Huston made a motion to approve the Salary Change Order for Lyndsay Hessel. Seconded by Wayne Fording. The motion CARRIED. (Ayes - Mae Huston, Wayne Fording, Kelly Simmelink; Nays None)

8.6 Salary Change Order for Isaac Blair - signed by Commission.

Mae Huston made a motion to approve the Salary Change Order for Isaac Blair. Seconded by Kelly Simmelink. The motion CARRIED. (Ayes - Mae Huston, Wayne Fording, Kelly Simmelink; Nays None)

8.7 Contract for Personal Services School-Based Health Center between Jefferson County, Mosaic Medical and Jefferson County School District 509-J - signed by Commission.

To be addressed at a future date.

8.8 Total Solutions Agreement between Jefferson County and Pacific Office Automation Lease for Jefferson County Public Health - signed by Commission Chair.

Mae Huston made a motion to approve the Total Solutions Agreement between Jefferson County and Pacific Office Automation Lease for Jefferson County Public Health. Seconded by Kelly Simmelink. The motion CARRIED. (Ayes - Mae Huston, Wayne Fording, Kelly Simmelink; Nays None)

8.9 Intergovernmental Agreement, No WRD 22-002 between Jefferson County and State of Oregon, Water Resources Department - signed by Commission.

To be addressed at a future date.

8.10 Order In the Matter of Appointing Persons to Serve in the Pool for the Board of Property Tax Appeals Pursuant to ORS 309.067 - signed by Commission.

Mae Huston made a motion to approve the Order In the Matter of Appointing Persons to Serve in the Pool for the Board of Property Tax Appeals Pursuant to ORS 309.067. Seconded by Kelly Simmelink. The motion CARRIED. (Ayes - Mae Huston, Wayne Fording, Kelly Simmelink; Nays None)

- 9) Elected Official Report(s)/Request(s)
- 10) Department Heads Report(s)/Request(s)
- 11) County Counsel Report(s)/Request(s)

Brian Decker made request for a waiver of fees on a public records request.

Wayne Fording made a motion to approve the fee waiver for the \$40.00 records request for the Oregon Justice Resource Center. Seconded by Kelly Simmelink. The motion FAILED. (Ayes - Wayne Fording; Nays Mae Huston, Kelly Simmelink)

- 12) County Administrative Officer Report(s)/Request(s)
- 13) Commission Discussion Items
 - 13.1 Carpool Orders.
 - 13.2 Continued discussion regarding American Rescue Plan (ARPA) & CARES Act Funding Programs.
- 14) Announcements/Notification of additional Commission Meetings
- 15) Executive Session
- 16) Adjourn

Meeting adjourned at 7:06 p.m.

Wayne Fording, Commission Chair

Mae Huston, Commissioner

Kelly Simmelink, Commissioner

Attest

Date Signed

ACTION MINUTES

JEFFERSON COUNTY BOARD OF COMMISSIONERS MEETING October 26, 2022

- 1) Administrative Session (8:15)
 - 1.1 Elected Official/Department Director Meeting.
 - 1.2 County Treasurer Monthly Financial Report & Investment Committee.
 - 1.3 Finance Department - FY 22-23 First Quarter Report.
- 2) Call to Order/Pledge of Allegiance/Invocation
- 3) Presentations/Awards
- 4) Changes to the Agenda (Consideration of Submission of Late Items)
 - 4.1 Replat of Parcel 1 of Partition Plat 2018-07, Parcel 1 of Partition Plat 1992-10 and City of Culver Park - signed by Commission Chair.

Kelly Simmelink made a motion to approve the Replat of Parcel 1 of Partition Plat 2018-07, Parcel 1 of Partition Plat 1992-10 and City of Culver Park. Seconded by Mae Huston. The motion CARRIED. (Ayes - Kelly Simmelink, Mae Huston; Nays None)
- 5) 9:00 A.M. - Citizen Comments
 Phil Rice provided comments regarding elections.
- 6) Consent Agenda
 - 6.1 October 2022 Accounts Payable Paid October 2022 in the amount of \$981,587.09 - signed by Commission.
 - 6.2 October 2022 Accounts Payable Paid October 2022 in the amount of \$0.00 - signed by Commission.
 - 6.3 October 2022 Accounts Payable Paid October 2022 in the amount of \$531,322.68 - signed by Commission.
 - 6.4 Certificate of Right to Burial, Certificate No. 2040 through 2043 - signed by Commission.

Mae Huston made a motion to approve to the Consent Agenda, items 6.1 through 6.4. Seconded by Kelly Simmelink. The motion CARRIED. (Ayes - Kelly Simmelink, Mae Huston, Wayne Fording; Nays None)

7) Scheduled Appointments, Action Items, and Public Hearings

- 7.1 9:30 a.m. - NeighborImpact Rebuild Childcare Plan (HB 5202 A [2022]).
- 7.2 10:00 a.m. - Jefferson County Hazard Mitigation Plan.
- 7.3 10:30 a.m. - Countywide EDA Broadband Plan Update.
- 7.4 6:00 p.m. - Board of Commissioners & Culver City Council Joint Meeting.

8) Action Items

- 8.1 Letter in Support of COCC & The Children's Learning Center Child Care Project - signed by Commission.

Kelly Simmelink made a motion to approve the Letter in Support of COCC & The Children's Learning Center Child Care Project. Seconded by Mae Huston. The motion CARRIED. (Ayes - Kelly Simmelink, Mae Huston, Wayne Fording; Nays None)

- 8.2 Liquor License Application for April Rain Investments, LLC dba The Trading Post at Crooked River Ranch - signed by Commission Chair.

Mae Huston made a motion to approve the Liquor License Application for April Rain Investments, LLC dba The Trading Post at Crooked River Ranch. Seconded by Kelly Simmelink. The motion CARRIED. (Ayes - Kelly Simmelink, Mae Huston, Wayne Fording; Nays None)

- 8.3 Intergovernmental Agreement No. WRD 22 002 between Jefferson County and the State of Oregon, Water Resources Department - signed by Commission.

Kelly Simmelink made a motion to approve the Intergovernmental Agreement No. WRD 22 002 between Jefferson County and the State of Oregon, Water Resources Department. Seconded by Mae Huston. The motion CARRIED. (Ayes - Kelly Simmelink, Mae Huston, Wayne Fording; Nays None)

- 8.4 Subscription and License Agreement between Jefferson County and Canopy Inc. - signed by Commission Chair.

Kelly Simmelink made a motion to approve the Subscription and License Agreement between Jefferson County and Canopy Inc. Seconded by Mae Huston. The motion CARRIED. (Ayes - Kelly Simmelink, Mae Huston, Wayne Fording; Nays None)

- 8.5 Service Agreement and Contract between Jefferson County and Neogov for Digital Management Software for Public Health - signed by Commission Chair.

To be addressed at a future date.

- 8.6 October 26, 2022 letter regarding NOAA-NMFS Biological Opinion - signed by Commission.

Mae Huston made a motion to approve the October 26, 2022 letter regarding NOAA-NMFS Biological Opinion. Seconded by Kelly Simmelink. The motion CARRIED. (Ayes - Kelly Simmelink, Mae Huston, Wayne Fording; Nays None)

- 8.7 Order In the Matter of Authorizing the Advance of Taxes, Assessments and Charges to Small Tax Districts Pursuant to ORS 311.392 - signed by Commission.

Mae Huston made a motion to approve the Order In the Matter of Authorizing the Advance of Taxes, Assessments and Charges to Small Tax Districts Pursuant to ORS 311.392. Seconded by Kelly Simmelink. The motion CARRIED. (Ayes - Kelly Simmelink, Mae Huston, Wayne Fording; Nays None)

- 8.8 Jefferson County PERS side account transfer for the Fiscal Year 2022-2023 - approved by Commission.

Kelly Simmelink made a motion to approve the Jefferson County PERS side account transfer for the Fiscal Year 2022-2023. Seconded by Mae Huston. The motion CARRIED. (Ayes - Kelly Simmelink, Mae Huston, Wayne Fording; Nays None)

- 8.9 Salary Order for Rogelio Alvarez, Appraiser I, Grade 18, Step 6, requested by Ray Soliz - signed by Commission.

Mae Huston made a motion to approve the Salary Order for Rogelio Alvarez, Appraiser I, Grade 18, Step 6, requested by Ray Soliz. Seconded by Kelly Simmelink. The motion CARRIED. (Ayes - Kelly Simmelink, Mae Huston, Wayne Fording; Nays None)

- 8.10 Salary Change Order for Tyler Anderson - signed by Commission.

Kelly Simmelink made a motion to approve the Salary Change Order for Tyler Anderson. Seconded by Mae Huston. The motion CARRIED. (Ayes - Kelly Simmelink, Mae Huston, Wayne Fording; Nays None)

- 8.11 Salary Change Order for Joshua Roth - signed by Commission.

Mae Huston made a motion to approve the Salary Change Order for Joshua Roth. Seconded by Kelly Simmelink. The motion CARRIED. (Ayes - Kelly Simmelink, Mae Huston, Wayne Fording; Nays None)

8.12 Salary Change Order for Jason Evan - signed by Commission.

Kelly Simmelink made a motion to approve the Salary Change Order for Jason Evan. Seconded by Mae Huston. The motion CARRIED. (Ayes - Kelly Simmelink, Mae Huston, Wayne Fording; Nays None)

8.13 Resolution In the Matter of Adopting the Updates to the Jefferson County Multi-Jurisdictional Natural Hazards Mitigation Plan - signed by Commission.

Mae Huston made a motion to approve the Resolution In the Matter of Adopting the Updates to the Jefferson County Multi-Jurisdictional Natural Hazards Mitigation Plan. Seconded by Kelly Simmelink. The motion CARRIED. (Ayes - Kelly Simmelink, Mae Huston, Wayne Fording; Nays None)

8.14 Salary Order for Sofia Nunez, Bilingual Crime Victims' Advocate I, Grade 13/B, Step 11 - signed by Commission.

Mae Huston made a motion to approve the Salary Order for Sofia Nunez, Bilingual Crime Victims' Advocate I, Grade 13/B, Step 11. Seconded by Kelly Simmelink. The motion CARRIED. (Ayes - Kelly Simmelink, Mae Huston, Wayne Fording; Nays None)

9) Elected Official Report(s)/Request(s)

9.1 District Attorney's Office Temporary Financial Analyst.

Kelly Simmelink made a motion to approve authorizing a temporary financial analyst consultant agreement up to \$10,000.00 for the District Attorney's Office, subject to approval of County Administrative Officer and County Counsel. Seconded by Mae Huston. The motion CARRIED. (Ayes - Kelly Simmelink, Mae Huston, Wayne Fording; Nays None)

10) Department Heads Report(s)/Request(s)

10.1 Community Development Department - Request for Temporary Office Operation Policy - Infant at Work.

Kelly Simmelink made a motion to approve the Community Development Department - Request for Temporary Office Operation Policy, Infant at Work. Seconded by Mae Huston. The motion CARRIED. (Ayes - Kelly Simmelink, Mae Huston, Wayne Fording; Nays None)

11) County Counsel Report(s)/Request(s)

12) County Administrative Officer Report(s)/Request(s)

Mae Huston made a motion to approve the October 26, 2022 revised memo regarding Non-Represented Employee Wage Adjustment for FY 22/23 and Employment Agreements, previously signed September 14, 2022 as M-190-22. Seconded by Kelly Simmelink. The motion CARRIED. (Ayes - Kelly Simmelink, Mae Huston, Wayne Fording; Nays None)

13) Commission Discussion Items

13.1 Continued discussion regarding American Rescue Plan (ARPA) & CARES Act Funding Programs.

13.2 Herman Farm.

14) Announcements/Notification of additional Commission Meetings

15) Executive Session

16) Adjourn

Meeting adjourned at 6:51 p.m.

Wayne Fording, Commission Chair

Mae Huston, Commissioner

Kelly Simmelink, Commissioner

Attest


Date Signed

AGENDA ITEM COVERSHEET

<input type="checkbox"/> Admin. Session	<input type="checkbox"/> Consent Agenda	<input type="checkbox"/> Public Hearing
<input checked="" type="checkbox"/> Action Item	<input type="checkbox"/> Report/Request	<input type="checkbox"/> Other/Announcements

Agenda Item Title (Do not put in all-caps):
 Modification 002 to agreement 19-PA-11060700-003, Noxious Weed Survey and Control with the Deschutes National Forest and the Ochoco National Forest and Crooked River National Grassland.

Department: Public Works **Date Submitted:** 10/24/2022
Contact Person: Matt Powlison **Phone:** 541.475.4459
Effective Dates of Contract/Grant/ Proposal: 11/2/2022
Amount of Contract/Grant/Proposal: \$16,000.00 **Requested Agenda Date:** 11/2/2022

Reviewed By: (Signature and Date Required) **Director/Elected Official:** 
Finance Director: _____
County Counsel: _____
CAO: _____

AGENDA ITEM BRIEF DESCRIPTION:
 We have a current agreement for noxious weed survey and control with the Forest Service. This modification will add \$16,000.00 in funding from the original agreement of \$18,014.00, plus \$16,000 (002) in 2021 for a total of \$50,014. not to exceed.

BACKGROUND/SUMMARY STATEMENT:
 The purpose of this Modification is to increase funding as outlined in the attached for continuation of noxious weed survey and control, and to update provisions.

RECOMMENDATION: (i.e., Discussion, Discussion/Action, Introduction, Presentation, or Information)

REQUESTED ACTION: (Exact action requested of Commissioners in the form of a motion)
 Sign Modification 002, Noxious Weed Survey and Control, with the US Forest Service to increase funding by \$16,000.

ATTACHMENTS: Modification 002

POST ACTION INSTRUCTIONS: (Fully executed originals will be retained for the official record)



USDA Forest Service

OMB 0596-0217
FS-1500-19**MODIFICATION OF GRANT OR AGREEMENT**

PAGE OF PAGES

1 9

1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER: 19-PA-11060700-003 Noxious Weed Survey and Control		2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY: N/A	3. MODIFICATION NUMBER: 002
4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4): Ochoco National Forest 3160 NE 3rd St Prineville, Oregon 97754-8119 Deschutes National Forest 63095 Deschutes Market Rd Bend, Oregon 97701-9794		5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4): Ochoco National Forest 3160 NE 3rd St Prineville, Oregon 97754-8119	
6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county): Jefferson, County of 66 SE D St Ste C Madras, Oregon 97741-1739		7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS payment use only): N/A	

8. PURPOSE OF MODIFICATION

CHECK ALL THAT APPLY:	This modification is issued pursuant to the modification provision in the grant/agreement referenced in item no. 1, above.
<input type="checkbox"/>	CHANGE IN PERFORMANCE PERIOD:
<input checked="" type="checkbox"/>	CHANGE IN FUNDING: Update provision IV. E. PAYMENT/REIMBURSEMENT in its entirety to add additional U.S. Forest Service funds in the amount of \$16,000.00 for additional work within the original scope. Please note the updated U.S. Forest Service ASC invoice email address; see Box 9.
<input checked="" type="checkbox"/>	ADMINISTRATIVE CHANGES: Update provision IV. E. PAYMENT/REIMBURSEMENT, V. M. AGREEMENT CLOSE-OUT, and V. N. PROGRAM MONITORING AND PROGRAM PERFORMANCE REPORTS to reflect the new final reporting date of 120 days after agreement expiration date from 90 days after agreement expiration date.
<input checked="" type="checkbox"/>	OTHER (Specify type of modification): Update provision V. A. Principal U.S. Forest Service Administrative Contact from Kristin Bowles to Christine Meyers, and update V. H. NONDISCRIMINATION in its entirety; see Box 9.

Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full force and effect.

9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION

The purpose of this Modification 002 is to increase the funding provided by the U.S. Forest Service to the Cooperator by \$16,000.00 as outlined in the attached Financial Plan for continuation of the project. All unexpended funds previously obligated to the agreement will remain available for use through the agreement expiration date of December 31, 2023.

Original agreement:	\$18,014.00
Mod 001:	\$16,000.00
Mod 002:	\$16,000.00
Total:	\$50,014.00

IV. E. PAYMENT/REIMBURSEMENT. The U.S. Forest Service shall reimburse Cooperator for the U.S. Forest Service's share of actual expenses incurred, not to exceed \$16,000.00 (Mod 002), as shown in the Financial Plan. In order to approve a Request for Reimbursement, the U.S. Forest Service shall review such requests to ensure payments for reimbursement are in compliance and otherwise consistent with the terms of the agreement. The U.S. Forest Service shall make payment upon receipt of Cooperator's monthly invoice. Each invoice from Cooperator shall display the total project costs for the billing period, separated by U.S. Forest Service and Cooperator's share. In-kind contributions must be displayed as a separate line item and must not be included in the total project costs available for reimbursement. The final invoice must display Cooperator's full match towards the project, as shown in the financial plan, and be submitted no later than 120 days from the expiration date.

Each invoice must include, at a minimum:

1. Cooperator's name, address, and telephone number.



2. U.S. Forest Service agreement number.
3. Invoice date.
4. Performance dates of the work completed (start & end).
5. Total invoice amount for the billing period, separated by the U.S. Forest Service and Cooperator share with in-kind contributions displayed as a separate line item.
6. Display all costs, both cumulative and for the billing period, by separate cost element as shown on the financial plan.
7. Cumulative amount of U.S. Forest Service payments to date.
8. Statement that the invoice is a request for payment by "reimbursement".
9. If using SF-270, a signature is required.
10. Invoice Number, if applicable.

The invoice must be forwarded to:

EMAIL: SM.FS.ASC_GA@USDA.GOV

FAX: 877-687-4894

POSTAL: USDA Forest Service
Albuquerque Service Center
Payments – Grants & Agreements
101B Sun Ave NE
Albuquerque, NM 87109

Send a copy to: michael.crumrine@usda.gov

V. A. Update Principal U.S. Forest Service Administrative Contact to:

Christine Meyers
Grants Management Specialist
Region 6 Office of Grants and Agreements
Email: christine.meyers@usda.gov

V. H. NONDISCRIMINATION. The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, and so forth.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

10. ATTACHED DOCUMENTATION (Check all that apply):

<input type="checkbox"/>	Revised Scope of Work
<input type="checkbox"/>	Revised Financial Plan
<input checked="" type="checkbox"/>	Other: Financial Plan - adding new funding .

11. SIGNATURES

AUTHORIZED REPRESENTATIVE: BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED GRANT/AGREEMENT.

11.A. JEFFERSON COUNTY SIGNATURE	11.B. DATE SIGNED	11.C. U.S. FOREST SERVICE SIGNATURE	11.D. DATE SIGNED
(Signature of Signatory Official)		(Signature of Signatory Official)	
11.E. NAME: KELLY SIMMELINK		11.F. NAME: A. SHANE JEFFRIES	
11.G. TITLE: County Commissioner, Jefferson County		11.H. TITLE: Forest Supervisor, Ochocho National Forest and Crooked River National Grassland	



USDA Forest Service

OMB 0596-0217
FS-1500-19

11.I. U.S. FOREST SERVICE SIGNATURE	11.J. DATE SIGNED
(Signature of Signatory Official)	
11.K. NAME: HOLLY JEWKES	
11.L. TITLE: Forest Supervisor, Deschutes National Forest	

12. G&A REVIEW

<p>12.A. The authority and format of this modification have been reviewed and approved for signature by:</p> <p>DEBRA MACLEAN <small>Digitally signed by DEBRA MACLEAN Date: 2022.09.12 10:31:43 -0700</small></p> <p><u>DEBRA MACLEAN (19-PA-11060700-003, Mod 002)</u> U.S. Forest Service Grants & Agreements Specialist</p>	<p>12.B. DATE SIGNED</p> <p>9/12/22</p>
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Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

Attachment: USFS Agreement No.: Mod. No.:
 Cooperator Agreement No.:

Note: This Financial Plan may be used when:
 (1) No program income is expected and
 (2) The Cooperator is not giving cash to the FS and
 (3) There is no other Federal funding

Agreements Financial Plan (Short Form)
 Note: All columns may not be used. Use depends on source and type of contribution(s).

COST ELEMENTS	FOREST SERVICE CONTRIBUTIONS			COOPERATOR CONTRIBUTIONS		(e) Total
	(a) Noncash	(b) Cash to Cooperator	(c) Noncash	(d) In-Kind		
Direct Costs						
Salaries/Labor	\$2,516.00	\$4,752.00	\$2,877.00	\$0.00	\$0.00	\$10,145.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$392.00	\$6,240.00	\$3,440.00	\$0.00	\$0.00	\$10,072.00
Supplies/Materials	\$0.00	\$5,008.00	\$1,906.20	\$0.00	\$0.00	\$6,914.20
Printing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other						\$0.00
Subtotal	\$2,908.00	\$16,000.00	\$8,223.20	\$0.00	\$0.00	\$27,131.20
Coop Indirect Costs						\$0.00
FS Overhead Costs	\$378.04		\$0.00			\$378.04
Total	\$3,286.04	\$16,000.00	\$8,223.20	\$0.00	\$0.00	\$27,509.24
Total Project Value:						

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (c) = (f)	(f) 70.11%
Total Cooperator Share (c+d) ÷ (e) = (g)	(g) 29.89%
Total (f+g) = (h)	(h) 100.00%

WORKSHEET FOR

FS Non-Cash Contribution Cost Analysis, Column (a)**Salaries/Labor****Standard Calculation**

Job Description	Cost/Day	# of Days	Total
Program Manager	\$430.00	1.00	\$430.00
Botanist	\$407.00	2.00	\$814.00
Technician	\$212.00	6.00	\$1,272.00

Total Salaries/Labor	\$2,516.00
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Travel**Standard Calculation**

Travel Expense	Employees	Cost/Trip	# of Trips	Total
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Total Travel	\$0.00
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Equipment**Standard Calculation**

Piece of Equipment	# of Units	Cost/Day	# of Days	Total
Pickup	1.00	\$56.00	7.00	\$392.00

Total Equipment	\$392.00
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Supplies/Materials**Standard Calculation**

Supplies/Materials	# of Items	Cost/Item	Total
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Total Supplies/Materials	\$0.00
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Printing**Standard Calculation**

Paper Material	# of Units	Cost/Unit	Total
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Total Printing	\$0.00
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Other Expenses**Standard Calculation**

Item	# of Units	Cost/Unit	Total
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Total Other	\$0.00
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Subtotal Direct Costs**\$2,908.00****Forest Service Overhead Costs**

Current Overhead Rate	Subtotal Direct Costs	Total
13.00%	\$2,908.00	\$378.04
Total FS Overhead Costs		\$378.04

TOTAL COST**\$3,286.04**

WORKSHEET FOR

FS Cash to the Cooperator Cost Analysis, Column (b)

Salaries/Labor

Standard Calculation

Job Description	Cost/Day	# of Days	Total
Weeds Coordinator	\$411.00	6.00	\$2,466.00
Spray Technician	\$381.00	6.00	\$2,286.00

Non-Standard Calculation

Total Salaries/Labor	\$4,752.00
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Travel

Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips	Total
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Non-Standard Calculation

Total Travel	\$0.00
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Equipment

Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days	Total
#7 Spray Truck		\$320.00	6.00	\$1,920.00
#10 Spray Truck		\$320.00	6.00	\$1,920.00
#351 ATV		\$200.00	6.00	\$1,200.00
#353 ATV		\$200.00	6.00	\$1,200.00

Non-Standard Calculation

Total Equipment	\$6,240.00
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Supplies/Materials

Standard Calculation

Supplies/Materials	# of Acres	Cost/Acre	Total
Herbicide - Plateau	100.00	\$24.30	\$2,430.00
Herbicide - Transline	20.00	\$18.00	\$360.00
Surfactant - Grounded	120.00	\$17.00	\$2,040.00

Non-Standard Calculation

Misc. Parts/supplies	\$178.00
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Total Supplies/Materials	\$5,008.00
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Printing

Standard Calculation

Paper Material	# of Units	Cost/Unit	Total
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Non-Standard Calculation

Total Printing	\$0.00
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Other Expenses				
Standard Calculation				
Item		# of Units	Cost/Unit	Total
Non-Standard Calculation				
Total Other				\$0.00
Subtotal Direct Costs			\$16,000.00	
Cooperator Indirect Costs				
Current Overhead Rate	Subtotal Direct Costs			Total
	\$16,000.00			
Total Coop. Indirect Costs				\$0.00
TOTAL COST			\$16,000.00	

WORKSHEET FOR

Cooperator Non-Cash Contribution Cost Analysis, Column (c)**Salaries/Labor****Standard Calculation**

Job Description	Cost/Day	# of Days	Total
Labor - Pioneer roadside Treatment	\$411.00	6.00	\$2,466.00
Labor - Survey	\$411.00	1.00	\$411.00

Non-Standard Calculation**Total Salaries/Labor****\$2,877.00****Travel****Standard Calculation**

Travel Expense	Employees	Cost/Trip	# of Trips	Total
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Non-Standard Calculation**Total Travel****\$0.00****Equipment****Standard Calculation**

Piece of Equipment	# of Units	Cost/Day	# of Days	Total
Truck	1.00	\$320.00	7.00	\$2,240.00
ATV	1.00	\$200.00	6.00	\$1,200.00

Non-Standard Calculation**Total Equipment****\$3,440.00****Supplies/Materials****Standard Calculation**

Supplies/Materials	# of Acres	Cost/Item	Total
Herbicide - Oust	20.00	\$2.96	\$59.20
Herbicide - Glystar	20.00	\$2.88	\$57.60
Herbicide - Esplanade	20.00	\$46.50	\$930.00
Herbicide - Milestone	30.00	\$14.49	\$434.70
Herbicide - Telar	10.00	\$16.50	\$165.00
Herbicide - Escort	10.00	\$3.17	\$31.70
Herbicide - Transline	10.00	\$10.80	\$108.00
Surfactant - Grounded	30.00	\$4.00	\$120.00

Non-Standard Calculation**Total Supplies/Materials****\$1,906.20****Printing****Standard Calculation**

Paper Material	# of Units	Cost/Unit	Total
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Non-Standard Calculation**Total Printing****\$0.00**

Other Expenses			
Standard Calculation			
Item	# of Units	Cost/Unit	Total
Non-Standard Calculation			
Total Other			\$0.00
Subtotal Direct Costs		\$8,223.20	
Cooperator Indirect Costs			
Current Overhead Rate	Subtotal Direct Costs		Total
	\$8,223.20		
Total Coop. Indirect Costs			\$0.00
TOTAL COST		\$8,223.20	

AGENDA ITEM COVERSHEET

Admin. Session
 Action Item

Consent Agenda
 Report/Request

Public Hearing
 Other/Announcements

Agenda Item Title (Do not put in all-caps):

2021-2023 Oregon Health Authority IGA for the Financing of Public Health Services. Amendment 169515-10

Department: Public Health Date Submitted: _____

Contact Person: Michael Baker/Karla Hood Phone: 541-475-4456

Effective Dates of Contract/Grant/ Proposal: July 1, 2022-June 30, 2023

Amount of Contract/Grant/Proposal: \$604,269.73 Requested Agenda Date: 10/12/2022

Reviewed By: (Signature and Date Required) Director/Elected Official: _____

Finance Director: _____

County Counsel: _____

CAO: _____

AGENDA ITEM BRIEF DESCRIPTION:

2021-2023 OHA IGA 169515-10 redistributes roll-over unspent amounts for PE01-09 COVID-19 Active Monitoring, PE01-10 OIP-CARES, PE51-01 LPHA Leadership, Gov & Prgm Impl & PE51-03 ARPA WF Funding from the 2021-2022 award to the 2022-2023 award.

BACKGROUND/SUMMARY STATEMENT:

Reviewed and recommended for approval by Michael Baker, PH Director

RECOMMENDATION: (i.e., Discussion, Discussion/Action, Introduction, Presentation, or Information)

Discussion for approval

REQUESTED ACTION: (Exact action requested of Commissioners in the form of a motion)

Move to approve and sign.

Please sign 2nd page of packet "Document Return Statement" and page 3, the signature page of the IGA.

ATTACHMENTS: OHA IGA #169515-10, Document Return Statement

POST ACTION INSTRUCTIONS: (Fully executed originals will be retained for the official record)

Return signed & numbered documents to Karla Hood at Public Health to submit to the State.

Agreement #169515



**TENTH AMENDMENT TO OREGON HEALTH AUTHORITY
2021-2023 INTERGOVERNMENTAL AGREEMENT FOR THE
FINANCING OF PUBLIC HEALTH SERVICES**

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

This Tenth Amendment to Oregon Health Authority 2021-2023 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2021, (as amended and restated the "Agreement"), is between the State of Oregon acting by and through its Oregon Health Authority ("OHA") and Jefferson County ("LPHA"), the entity designated, pursuant to ORS 431.003, as the Local Public Health Authority for Jefferson County.

RECITALS

WHEREAS, OHA and LPHA wish to modify the Fiscal Year 2022 (FY22) Financial Assistance Award set forth in Exhibit C of the Agreement.

WHEREAS, OHA and LPHA wish to modify the Fiscal Year 2023 (FY23) 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, for Fiscal Year 22 (FY22)";

WHEREAS, OHA and LPHA wish to modify the Exhibit J "Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200, for Fiscal Year 23 (FY23)";

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

OHA - 2021-2023 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES**AGREEMENT**

1. This Amendment is effective on September 1, 2022, 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. Section 1 of Exhibit C of the Agreement entitled “Financial Assistance Award” for FY22 is hereby superseded and replaced in its entirety by Attachment A, entitled “Financial Assistance Award (FY22)”, attached hereto and incorporated herein by this reference. Attachment A must be read in conjunction with Section 3 of Exhibit C of the Agreement.
 - b. Section 1 of Exhibit C of the Agreement, entitled “Financial Assistance Award” for FY23 is hereby superseded and replaced in its entirety by Attachment B, entitled “Financial Assistance Award (FY23)”, attached hereto and incorporated herein by this reference. Attachment B must be read in conjunction with Section 3 of Exhibit C.
 - c. Exhibit J of the Agreement entitled “Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200” for FY22 is amended to add to the federal award information datasheet as set forth in Attachment C, attached hereto and incorporated herein by this reference.
 - d. Exhibit J of the Agreement entitled “Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200” for FY23 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.

OHA - 2021-2023 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

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

Signature: _____

Name: for/ Nadia A. Davidson

Title: Director of Finance

Date: _____

JEFFERSON COUNTY LOCAL PUBLIC HEALTH AUTHORITY

By: _____

Name: Wayne Fording

Title: Commission Chair

Date: _____

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Agreement form group-approved by Wendy Johnson, Senior Assistant Attorney General, Tax and Finance Section, General Counsel Division, Oregon Department of Justice by email on September 19, 2022, copy of email approval in Agreement file.

REVIEWED BY:

OHA PUBLIC HEALTH ADMINISTRATION

By: _____

Name: Derrick Clark (or designee)

Title: Program Support Manager

Date: _____

OHA - 2021-2023 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

Attachment A
Financial Assistance Award (FY22)

State of Oregon Oregon Health Authority Public Health Division		
1) Grantee Name: Jefferson County Street: 715 SW 4th St., Suite C City: Madras State: OR Zip: 97741-1022	2) Issue Date Thursday, June 30, 2022	This Action Amendment
	3) Award Period From July 1, 2021 through June 30, 2022	

4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE01-01	State Support for Public Health	\$28,616.00	\$0.00	\$28,616.00
PE01-07	ELC ED Contact Tracing	\$0.00	\$0.00	\$0.00
PE01-08	COVID Wrap Direct Client Services	\$0.00	\$0.00	\$0.00
PE01-09	COVID-19 Active Monitoring - ELC	\$757,119.00	(\$325,511.94)	\$431,607.06
PE01-10	OIP - CARES	\$301,978.00	(\$186,763.98)	\$115,214.02
PE10-02	Sexually Transmitted Disease (STD)	\$37,273.00	\$0.00	\$37,273.00
PE12-01	Public Health Emergency Preparedness and Response (PHEP)	\$72,369.00	(\$14,338.23)	\$58,030.77
PE12-02	COVID-19 Response	\$11,300.51	(\$7,457.55)	\$3,842.96
PE13-01	Tobacco Prevention and Education Program (TPEP)	\$125,714.00	\$0.00	\$125,714.00
PE40-01	WIC NSA: July - September	\$40,114.00	\$0.00	\$40,114.00
PE40-02	WIC NSA: October - June	\$119,446.00	\$0.00	\$119,446.00
PE40-05	Farmer's Market	\$1,997.00	\$0.00	\$1,997.00
PE42-03	MCAH Perinatal General Funds & Title XIX	\$2,236.00	\$0.00	\$2,236.00
PE42-04	MCAH Babies First! General Funds	\$7,148.00	\$0.00	\$7,148.00

OHA - 2021-2023 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE42-06	MCAH General Funds & Title XIX	\$4,195.00	\$0.00	\$4,195.00
PE42-11	MCAH Title V	\$22,063.00	\$0.00	\$22,063.00
PE42-12	MCAH Oregon Mothers Care Title V	\$8,351.00	\$0.00	\$8,351.00
PE42-14	Home Visiting	\$50,411.00	\$0.00	\$50,411.00
PE43-01	Public Health Practice (PHP) - Immunization Services	\$11,608.00	\$0.00	\$11,608.00
PE43-06	CARES Flu	\$0.00	\$0.00	\$0.00
PE44-01	SBHC Base	\$60,000.00	\$0.00	\$60,000.00
PE44-02	SBHC - Mental Health Expansion	\$95,000.00	\$0.00	\$95,000.00
PE44-03	COVID COAG Funds	\$65,100.00	\$0.00	\$65,100.00
PE46-05	RH Community Participation & Assurance of Access	\$18,436.00	\$0.00	\$18,436.00
PE50	Safe Drinking Water (SDW) Program (Vendors)	\$11,394.00	\$0.00	\$11,394.00
PE51-01	LPHA Leadership, Governance and Program Implementation	\$151,683.00	(\$41,368.96)	\$110,314.04
PE51-03	ARPA WF Funding	\$60,815.00	(\$50,624.85)	\$10,190.15
		\$2,064,366.51	(\$626,065.51)	\$1,438,301.00

OHA - 2021-2023 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

5) Foot Notes:	
PE01-01	5/1/21: Bridge funding for July-Sept 2021. Additional funds to be awarded once budgets are final.
PE01-01	9/1/21: Prior comment null and void. Funding is now for FY22 7/1/2021-6/30/2022.
PE01-07	9/1/2021: Funds are available 07/01/2021 - 06/30/2023
PE01-08	9/1/2021: Funds are available 07/01/2021 - 06/30/2023
PE01-09	9/1/2021: Funds are available 7/1/2021 - 06/30/2023
PE01-10	Awarded funds can be spent on allowable costs for the period of 7/1/2021 - 6/30/2024. Any unspent funds as of 6/30/22 will be rolled over into the FY23 award. Please see provided budget guidance for more details on roll over information.
PE40-01	5/2021: All SFY2022 Q1 funding award needs to be spent down by 9/30/2021. No unspent funds carryover to Q2-4 period is allowed.
PE40-02	5/2021: SFY2022 Q2-4 funds need to be spent by 6/30/2022.
PE40-02	12/2021: December grant adjustment for one-time funding.
PE40-05	7/2021: Funds will be paid in two installments in August and October of 2021.
PE42-11	6/2022 - indirect rate maximum is 10%
PE42-12	6/2022: indirect rate maximum is 10%
PE43-06	9/1/2021: Activities funded under PE43-06 are the same as PE01-10. Please use PE43-06 funds first and if possible, use by 6/30/2022. No additional funds will be added to PE43-06. Current FY22 awards are a rollover of unspent FY21 awards.
PE51-01	5/1/21: Bridge funding for July-Sept 2021. Additional funds to be awarded once budgets are final.
PE51-01	9/1/21. Prior comment null and void. Award is for FY22 7/1/2021-6/30/2022.

OHA - 2021-2023 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

6) Comments:	
PE01-09	9/2022: rollover unspent funds from FY22 to FY23; 9/2021: Rollover of unspent funds from FY21 to FY22
PE01-10	9/2022: rollover unspent funds from FY22 to FY23; 9/2021: Rollover of Unspent funds 201,392 from FY21 to FY22
PE10-02	1/2022: Funds must be spent between 1/1/2022-06/30/2022
PE12-01	06/2022 SFY22 De-obligation of unspent funds 10/2021: SFY22 award of unspent funds from SFY21 - must be spent by 06/30/2022 and an updated Budget is required by 12/31/2021
PE12-02	9/2022: deobligate unspent award; 04/2022: Funds must be spent by 6/30/22-prior comment null and void; 10/2021: SFY22 Rollover of unspent funds from SFY21 - must be spent by 03/15/2022 06/2022: De-obligation of unspent funds
PE13-01	07/2021: decrease award from 126,158 by 444 to 125,714
PE40-01	5/2021: SFY22 Q1 funding: Spend \$8,023 on Nutrition Ed, \$1,100 on BF Promotion
PE40-02	5/2021: SFY2022 Q2-4 funding: spend \$21,769 on Nutrition Ed, \$3,302 on BF Promotion.
PE40-05	07/2021: WIC FDNP Season 2021. Funds must be spent by 12/31/2021.
PE42-14	6/2022: Deobligate \$2,275.95 of SFY22 award, a revised award of \$25,411 is for the period 7/1/21 to 12/31/21; 4/2022: SFY22 award of \$25,000 is for the period of 1/1/2022 to 6/30/2022; 12/2021: Award of \$27,686.95 is for the period of 7/1/21 to 12/31/21 of that amount \$25,411 is start up funding for the Family Connects OR (FCO) program and the remainder is estimated general fund match for FCO visits: SFY22 Initial: 4/2022: SFY22 award of \$25,000 is for the period of 1/1/2022 to 6/30/2022. Award is for the period of 7/1/2021 to 12/31/2021
PE43-01	9/2022: redistrib between funding sources
PE44-03	12/2021: SBHC COVID Money
PE51-01	9/2022: move unspent funds from FY22 to FY23; 9/2021: added funding for FY22
PE51-03	9/2022: move unspent funds from FY22 to FY23;

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	

OHA - 2021-2023 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

Attachment B
Financial Assistance Award (FY23)

State of Oregon Oregon Health Authority Public Health Division		
1) Grantee Name: Jefferson County Street: 715 SW 4th St., Suite C City: Madras State: OR Zip: 97741-1022	2) Issue Date Thursday, September 1, 2022	This Action Amendment
	3) Award Period From July 1, 2022 through June 30, 2023	

4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE01-01	State Support for Public Health	\$28,616.00	\$0.00	\$28,616.00
PE01-09	COVID-19 Active Monitoring - ELC	\$0.00	\$325,511.94	\$325,511.94
PE01-10	OIP - CARES	\$0.00	\$186,763.98	\$186,763.98
PE10-02	Sexually Transmitted Disease (STD)	\$74,546.00	\$0.00	\$74,546.00
PE12-01	Public Health Emergency Preparedness and Response (PHEP)	\$70,060.00	\$0.00	\$70,060.00
PE13-01	Tobacco Prevention and Education Program (TPEP)	\$124,286.00	\$0.00	\$124,286.00
PE40-01	WIC NSA: July - September	\$39,228.00	\$0.00	\$39,228.00
PE40-02	WIC NSA: October - June	\$117,683.00	\$0.00	\$117,683.00
PE40-05	Farmer's Market	\$1,893.00	\$0.00	\$1,893.00
PE42-03	MCAH Perinatal General Funds & Title XIX	\$2,249.00	\$0.00	\$2,249.00
PE42-04	MCAH Babies First! General Funds	\$7,188.00	\$0.00	\$7,188.00
PE42-06	MCAH General Funds & Title XIX	\$4,218.00	\$0.00	\$4,218.00
PE42-11	MCAH Title V	\$22,195.00	\$0.00	\$22,195.00
PE42-12	MCAH Oregon Mothers Care Title V	\$9,548.00	\$0.00	\$9,548.00

OHA - 2021-2023 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE42-14	Home Visiting	\$50,000.00	\$0.00	\$50,000.00
PE43-01	Public Health Practice (PHP) - Immunization Services	\$11,352.00	\$0.00	\$11,352.00
PE44-01	SBHC Base	\$60,000.00	\$0.00	\$60,000.00
PE44-02	SBHC - Mental Health Expansion	\$95,000.00	\$0.00	\$95,000.00
PE44-03	COVID COAG Funds	\$65,100.00	\$0.00	\$65,100.00
PE46-05	RH Community Participation & Assurance of Access	\$19,502.78	\$0.00	\$19,502.78
PE50	Safe Drinking Water (SDW) Program (Vendors)	\$12,553.00	\$0.00	\$12,553.00
PE51-01	LPHA Leadership, Governance and Program Implementation	\$192,948.00	\$41,368.96	\$234,316.96
PE51-03	ARPA WF Funding	\$60,816.00	\$50,624.85	\$111,440.85
		\$1,068,981.78	\$604,269.73	\$1,673,251.51

5) Foot Notes:	
PE01-01	9/1/2022: Funds are available 07/01/2022 - 06/30/2023. Not eligible for Carryover
PE01-09	9/1/2022: Funds are available 07/01/2022 - 06/30/2023
PE01-10	9/2022: Awarded funds can be spent on allowable costs for the period of 7/1/2022 - 6/30/2024. Any unspent funds as of 6/30/23 will be rolled over into the FY24 award. Please see provided budget guidance for more details on roll over information.
PE40-01	5/2022: Underspent SFY2023 Q1 funding award needs to be spent by 9/30/2022. No unspent funds carryover to Q2-4 period.
PE40-05	5/2022: Submit final quarterly Revenue and Expense Report to State LPHA by 1/31/2023.
PE42-11	5/2022: Indirect rate maximum is 10%
PE42-12	5/2022: Indirect rate maximum is 10%
PE51-01	9/2022: Funds available for 7/1/22-6/30/23. Not eligible for carryover.

OHA - 2021-2023 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

6) Comments:	
PE01-09	9/2022: rollover unspent funds from FY22 to FY23;
PE01-10	9/2022: rollover unspent funds from FY22 to FY23;
PE40-01	5/2022: SFY23 award; require spend \$7846 on Nutrition Ed, \$984 on BF Promotion
PE40-02	5/2022: SFY23 Q2-4 award: spend \$23537 on Nutrition Ed, \$2951 on BF Promotion
PE40-05	5/2022:SFY2023 WIC FDNP mini grant, to be paid in equal installment on 7/1 and 10/1 of 2022.
PE42-04	5/2022: SFY23 award is for the period of 7/1/2022 to 6/30/2023.
PE44-02	8/2022: realignment of funding source
PE44-03	9/2022: correct PCA-no FIT changes
PE46-05	07/2022: SFY23 Title X Initial Award
PE51-01	9/2022: move unspent funds from FY22 to FY23;
PE51-03	9/2022: rollover unspent funds from FY22

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	

OHA - 2021-2023 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

Attachment C
Information required by CFR Subtitle B with guidance at 2 CFR Part 200 (FY22)

PE01-09 COVID-19 Active Monitoring - ELC	
Federal Award Identification Number:	NU50CK000541
Federal Award Date:	01/13/21
Budget Performance Period:	08/01/2019-07/31/2024
Awarding Agency:	CDC
CFDA Number:	93.323
CFDA Name:	Oregon 2020 Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC)
Total Federal Award:	348,002,156
Project Description:	Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)
Awarding Official:	Mrs. Janice Downing
Indirect Cost Rate:	17.64%
Research and Development (T/F):	FALSE
HIPPA	No
PCA:	53708
Index:	50401

Agency	UEI	Amount	Grand Total:
Jefferson	000091298356	\$431,607.06	\$431,607.06

PE01-10 OIP - CARES			
Federal Award Identification Number:	NH23IP922626	NH23IP922626	
Federal Award Date:	01/15/21	03/31/21	
Budget Performance Period:	7/1/2019-6/30/2024	7/1/2019-6/30/2024	
Awarding Agency:	CDC	CDC	
CFDA Number:	93.268	93.268	
CFDA Name:	Immunization Cooperative Agreements	Immunization Cooperative Agreements	
Total Federal Award:	38,110,851	38,627,576	
Project Description:	Immunization and Vaccines for Children	Immunization and Vaccines for Children	
Awarding Official:	Divya Cassity	Divya Cassity	
Indirect Cost Rate:	17.64	17.64	
Research and Development (T/F):	FALSE	FALSE	
HIPPA	No	No	
PCA:	53120	53895	
Index:	50404	50404	

Agency	UEI	Amount	Amount	Grand Total:
Jefferson	000091298356	\$14,628.02	\$100,586.00	\$115,214.02

OHA - 2021-2023 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

PE12-01 Public Health Emergency Preparedness and Response (PHEP)

Federal Award Identification Number:	NU90TP922036	NU90TP922036
Federal Award Date:	04/26/21	06/22/20
Budget Performance Period:	07/01/2021-06/30/2022	07/01/2020-06/30/2022
Awarding Agency:	CDC	CDC
CFDA Number:	93.069	93.069
CFDA Name:	Public Health Emergency Preparedness	Public Health Emergency Preparedness
Total Federal Award:	8,367,576	8158206.00
Project Description:	Public Health Emergency Preparedness	Public Health Emergency Preparedness
Awarding Official:	Ms. Sylvia Reeves	Shirley Byrd
Indirect Cost Rate:	11.85	17.45%
Research and Development (T/F):	FALSE	FALSE
HIPPA	No	No
PCA:	53455	53323
Index:	50407	50407

Agency	UEI	Amount	Amount	Grand Total:
Jefferson	000091298356	\$35,586.77	\$22,444.00	\$58,030.77

PE12-02 COVID-19 Response

Federal Award Identification Number:	NU90TP922070
Federal Award Date:	03/16/20
Budget Performance Period:	03/05/2020-03/15/2022
Awarding Agency:	DHHS/CDC
CFDA Number:	93.354
CFDA Name:	PHEP CoAg for Emergency Response: PH Crisis Response
Total Federal Award:	7,798,826
Project Description:	PHEP COVID-19 CoAg
Awarding Official:	Bradley Nelson
Indirect Cost Rate:	18.76%
Research and Development (T/F):	FALSE
HIPPA	No
PCA:	53112
Index:	50407

Agency	UEI	Amount	Grand Total:
Jefferson	000091298356	\$3,842.96	\$3,842.96

OHA - 2021-2023 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

PE43-01 Public Health Practice (PHP) - Immunization Services		
Federal Award Identification Number:	05-XX05OR5028	NH23IP922626
Federal Award Date:	10/01/21	03/31/21
Budget Performance Period:	10/01/2021-09/30/2022	07/01/2019-06/30/2024
Awarding Agency:	DHHS	HHS/CDC
CFDA Number:	93.778	93.268
CFDA Name:	Medical Assistance Program	Immunization Cooperative Agreements
Total Federal Award:	108,000	86,490,216
Project Description:	Medicaid/Admin	Immunization and Vaccines for Children
Awarding Official:	N/A	Divya Cassity
Indirect Cost Rate:	0%	17.64%
Research and Development (T/F):	FALSE	FALSE
HIPPA	No	No
PCA:	53545	53464
Index:	50404	50404

Agency	UEI	Amount	Amount	Grand Total:
Jefferson	000091298356	\$0.02	\$11,607.98	\$11,608.00

PE44-03 COVID COAG Funds		
Federal Award Identification Number:	NU90TP922194	
Federal Award Date:	09/29/21	
Budget Performance Period:	7/1/2021 - 6/30/2023	
Awarding Agency:	DEPARTMENT OF HEALTH AND HUMAN SERVICES	
CFDA Number:	93.354	
CFDA Name:	Cooperative Agreement for Emergency Response: Public Health Crisis Response - 2018	
Total Federal Award:	25,667,917	
Project Description:	Cooperative Agreement for Emergency Response: Public Health Crisis Response - 2018	
Awarding Official:	Carolyn Tunstall	
Indirect Cost Rate:	17.64%	
Research and Development (T/F):	FALSE	
HIPPA	No	
PCA:	52371	
Index:	50333	

Agency	UEI	Amount	Grand Total:
Jefferson	000091298356	\$65,100.00	\$65,100.00

OHA - 2021-2023 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

PE51-03 ARPA WF Funding	
Federal Award Identification Number:	NU90TP922194
Federal Award Date:	05/19/21
Budget Performance Period:	07/01/2021-06/30/2023
Awarding Agency:	CDC
CFDA Number:	93.354
CFDA Name:	Public Health Emergency Response: Cooperative Agreement for Emergency Response: Public Health Crisis Response
Total Federal Award:	25,667,917
Project Description:	Public Health Emergency Response: Cooperative Agreement for Emergency Response: Public Health Crisis Response
Awarding Official:	Sylvia Reeves
Indirect Cost Rate:	17.64%
Research and Development (T/F):	FALSE
HIPPA	No
PCA:	50271
Index:	50107

Agency	UEI	Amount	Grand Total:
Jefferson	000091298356	\$10,190.15	\$10,190.15

Attachment D
Information required by CFR Subtitle B with guidance at 2 CFR Part 200 (FY23)

PE01-09 COVID-19 Active Monitoring - ELC	
Federal Award Identification Number:	NU50CK000541
Federal Award Date:	01/13/21
Budget Performance Period:	08/01/2019-07/31/2024
Awarding Agency:	CDC
CFDA Number:	93.323
CFDA Name:	Oregon 2020 Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC)
Total Federal Award:	348,002,156
Project Description:	Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)
Awarding Official:	Mrs. Janice Downing
Indirect Cost Rate:	17.64%
Research and Development (T/F):	FALSE
HIPPA	No
PCA:	53708
Index:	50401

Agency	UEI	Amount	Grand Total:
Jefferson	000091298356	\$325,511.94	\$325,511.94

PE01-10 OIP - CARES	
Federal Award Identification Number:	NH23IP922626
Federal Award Date:	01/15/21
Budget Performance Period:	7/1/2019-6/30/2024
Awarding Agency:	CDC
CFDA Number:	93.268
CFDA Name:	Immunization Cooperative Agreements
Total Federal Award:	38,110,851
Project Description:	Immunization and Vaccines for Children
Awarding Official:	Divya Cassity
Indirect Cost Rate:	17.64
Research and Development (T/F):	FALSE
HIPPA	No
PCA:	53120
Index:	50404

Agency	UEI	Amount	Grand Total:
Jefferson	000091298356	\$186,763.98	\$186,763.98

OHA - 2021-2023 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

PE44-03 COVID COAG Funds	
Federal Award Identification Number:	NU90TP922194
Federal Award Date:	09/29/21
Budget Performance Period:	7/1/2021 - 6/30/2023
Awarding Agency:	DEPARTMENT OF HEALTH AND HUMAN SERVICES
CFDA Number:	93.354
CFDA Name:	Cooperative Agreement for Emergency Response: Public Health Crisis Response - 2018
Total Federal Award:	25,667,917
Project Description:	Cooperative Agreement for Emergency Response: Public Health Crisis Response - 2018
Awarding Official:	Carolyn Tunstall
Indirect Cost Rate:	17.64%
Research and Development (T/F):	FALSE
HIPPA	No
PCA:	52371
Index:	50333

Agency	UEI	Amount	Grand Total:
Jefferson	000091298356	\$65,100.00	\$65,100.00

PE51-03 ARPA WF Funding	
Federal Award Identification Number:	NU90TP922194
Federal Award Date:	09/29/21
Budget Performance Period:	07/01/2021-06/30/2023
Awarding Agency:	CDC
CFDA Number:	93.354
CFDA Name:	Public Health Emergency Response: Cooperative Agreement for Emergency Response: Public Health Crisis Response
Total Federal Award:	25,667,917
Project Description:	Cooperative Agreement for Emergency Response: Public Health Crisis Response - 2018
Awarding Official:	Sylvia Reeves
Indirect Cost Rate:	25,667,917
Research and Development (T/F):	FALSE
HIPPA	No
PCA:	50271
Index:	50107

Agency	UEI	Amount	Grand Total:
Jefferson	000091298356	\$111,440.85	\$111,440.85

Jefferson County Fair Complex
 430 SW Fairgrounds Road Madras, Oregon 97741
 Phone: 541-325-5050
 Email: mhalvorson@jeffco.net



Entertainment Contract

This Contract is made by and between Jefferson County by and through the Jefferson County Fair Complex (JCFC) and Stone In Love (Artist) for the hiring of the Artist to perform at the 2023 Jefferson County Fair (Performance).

- 1. Place, Date and Time of Performance.** The parties agree that the time and place of Performance will be at the Jefferson County Fair Complex on **July 21, 2023**, beginning at **9:00 PM** and ending no earlier than ~~11:00 PM~~
10:30pm.
- 2. Description of Performance.** Performance will be a musical performance with content determined by Artist, with Artist's acknowledgment that the Jefferson County Fair is a family event and content shall not be offensive or lewd.
- 3. Compensation.** JCFC will pay Artist compensation for the Performance in the amount of **\$9,000.00**. No agent's commission will be paid. Payment will be made by check following the Performance. A completed W-9 must be on file with JCFC prior to payment.
- 4. Other Provisions.** JCFC will provide a stage of at least 20x30 feet with either three regular 110 electrical outlets on separate circuits or a 220 source to the stage area. All sound and light production will be provided by JCFC. Artist has the right to alter the stage and its decorations enough to provide an attractive set but cannot alter any permanent fixtures or special decorations provided by the purchaser. Artist is responsible for furnishing all musical equipment necessary to comply with the terms of this contract.

JCFC will provide at its own expense, **seven (7)** hotel rooms at the Inn at CrossKeys.

- 5. Promotion.** Artist shall provide JCFC a video promoting their performance at the Jefferson County Fair and will post no fewer than 5 promotional posts on social media, including:
 - 1 Facebook Event
 - 2 Facebook posts promoting the performance
 - ~~2 Instagram posts promoting the performance~~
- 6. Independent Contractor.** Artist shall at all times have complete supervision, direction and control over the service of his personnel in the course of the work of this Contract and expressly reserves the right to control the manner, means and details of the Performance. The Artist executes this Contract as an independent contractor, not as an employee of the JCFC.
- 7. Cancellation.** Both parties acknowledge that due to the limited time between the execution of this Contract and the Performance, neither party has the option to terminate this Contract. In the event of cancellation by Artist, JCFC may pursue costs in an amount necessary to mitigate damages.
- 8. Force Majeure.** The performance of the Agreement by either party shall be subject to force majeure, including but not limited to acts of God, fire, flood, natural disaster, war or threat of war, acts or threats of terrorism, civil disorder, unauthorized strikes, governmental regulation or advisory, recognized health threats as determined by the World Health Organization, the Centers for Disease Control, or state or local government authority or health

agencies (including but not limited to the health threats of COVID-19, H1N1, or similar infectious diseases), or other similar occurrence beyond the control of the parties, where any of those factors, circumstances, situations, or conditions make it illegal, impossible, inadvisable, or commercially impracticable to hold the Event or to fully perform the terms of the Agreement. The Agreement may be cancelled by either party, without liability, damages, fees, or penalty, and any unused deposits or amounts paid shall be refunded, for any one or more of the above reasons, by written notice to the other party.

9. Recording. Recording and/or reproduction of artists' performance is prohibited without written consent of the Artist.

10. Copyright. Artist shall be solely responsible for the payment of any and all royalty fees payable as a result of the performance of any copyrighted music or matters performed pursuant to the copyright laws of the United States and will hold harmless and indemnify JCFC from any claims therefrom.

11. Parking. JCFC will secure sufficient parking for Artist's equipment vehicle(s)/trailer(s) within a reasonably convenient distance to actual performance venue for a minimum period of 2 hours prior to the Performance and lasting until a minimum of 2 hours after the Performance.

12. Security, Health and Safety. JCFC warrants that the venue will be of sufficient size to safely conduct Performance, that venue is of stable construction and sufficiently protected from weather and that there will be adequate security and/or emergency responders available. Artist acknowledges and agrees to abide by JCFC policy against explosives, pyrotechnics and open flames.

13. Indemnification. Artist shall be solely responsible for any and all injuries to any and all persons or property resulting from Artist's performance of this Contract. Artist further agrees to indemnify, hold harmless and defend JCFC and Jefferson County, its officers, agents, representatives and employees from and against all claims, suits, actions, damages, costs, losses and expenses in any manner resulting from, arising out of, connected with or related to activities of Artist, its officers, employees, subcontractors or agents in the course of this Contract. JCFC indemnifies and holds Artist harmless for any claims of property damage or bodily injury caused by Performance attendees not resulting from Artist's acts, omissions, or negligence.

14. Severability. If any portion of this Contract is in conflict with applicable law, such portion will become inoperative, but all other portions of the Contract will remain in force.

The below-signed Artist Representative warrants that he/she has authority to sign this Contract on behalf of Artist.

Rebecca L. Johnson

Jefferson County Board of Commissioners

Artist Representative Signature

Wayne Fording, Commission Chair

Date: 10/25/22

Date: _____

MEMORANDUM OF UNDERSTANDING BETWEEN
JEFFERSON COUNTY AND
THE JEFFERSON COUNTY SERVICE EMPLOYEES BARGAINING UNIT
LABORERS' UNION LOCAL NO. 737
CONTRACT EXTENSION 2023-2024

Jefferson County (County), and the Laborers' Union representing service employees (Union) agree to the following Memorandum of Understanding (MOU).

1 _____ This MOU is an addendum to the Collective Bargaining Agreement entered into between the parties effective July 1, 2019 through June 30, 2025 (Agreement), recorded as M-121-19 and previously extended via an MOU recorded as M-270-21, and is intended to modify the salary schedule and extend the Agreement an additional year through June 30, 2027.

2 _____ This MOU amends Articles 10, 18 and 22 to include the following language:

A. Article 10. Compensation. Section 1. Salary Schedule. Effective the payroll period in effect on December 1, 2022, employees shall be compensated in accordance with the salary schedule attached to this MOU and marked Exhibit 1. This schedule reflects a 3.5% COLA for all classifications for the period December 1, 2022-June 30, 2023 and an additional 3.5% COLA for all classifications for the payroll period in effect on July 1, 2023. This is an insertion in the salary schedule and the COLA schedule in the Agreement shall resume as follows:

- Effective July 1, 2024, both matrixes will increase 2%
- Effective July 1, 2025, both matrixes will increase 2%
- Effective July 1, 2026, both matrixes will increase 2.5%

B. Article 18. Health and Welfare and Retirement.

Section 1, Health and Welfare. The County contribution for all employee health benefits shall not exceed \$1,427/month or whatever amount the non-represented employees/management group receives as a "county cap", whichever is higher.

Section 4. Health Reimbursement Arrangement/Voluntary Employees' Beneficiary Associate (HRA VEBA). The County agrees to contribute \$68.00/month for FY 2026-27.

C. Article 22. Termination and Reopening. This Agreement is to be effective through June 30, 2027.

3 _____ All other terms of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 737

Date: _____

JEFFERSON COUNTY UNION STEWARDS

Date: _____

Date: _____

JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS

Wayne Fording, Commission Chair

Date: _____

Kelly Simmelink, Commissioner

Mae Huston, Commissioner

AGENDA ITEM COVERSHEET

 Admin. Session

 Action Item

 Consent Agenda

 Report/Request

 Public Hearing

 Other/Announcements

Agenda Item Title (Do not put in all-caps):

State Homeland Security Grant

Department: Sheriff's Office - Emergency Management
Date Submitted: 10-26-22
Contact Person: David Pond
Phone: 541-675-6520 ext. 4345
Effective Dates of Contract/Grant/ Proposal: Effective dates: 10-01-22 to 09-30-24
Amount of Contract/Grant/Proposal: \$32,018.75
Requested Agenda Date: 11-23-22
Reviewed By: (Signature and Date Required) **Director/Elected Official:** _____

Finance Director: _____

County Counsel: _____

CAO: _____

AGENDA ITEM BRIEF DESCRIPTION:

Seeking approval to accept this grant as awarded.

BACKGROUND/SUMMARY STATEMENT:

This grant had to be tied to a law enforcement & terrorism nexus. This grant will fund the purchase of a UTV to be used by first responders and the regional SWAT team as an asset of the Jefferson County Sheriff's Office.

RECOMMENDATION: (i.e., Discussion, Discussion/Action, Introduction, Presentation, or Information)

Request approval to accept SHSG award.

REQUESTED ACTION: (Exact action requested of Commissioners in the form of a motion)

Requesting approval and signature of award contract.

ATTACHMENTS: OEM - State Homeland Security Grant award contract 22-228

POST ACTION INSTRUCTIONS: (Fully executed originals will be retained for the official record)

please send copy to Sgt. Pond.

22-228

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

Jefferson County

\$32,018.75

Grant No: 22-228

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

1. **Effective Date.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law. Reimbursements will be made for Project Costs incurred beginning on **October 1, 2022**, and ending, unless otherwise terminated or extended, on **September 30, 2024** (the “Grant Award Period”). No Grant Funds are available for expenditures after the Grant Award Period. OEM’s obligation to disburse Grant Funds under this Agreement is subject to Sections 6 and 10 of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: **Project Description and Budget**

Exhibit B: **Federal Requirements and Certifications**

Exhibit C: **Subagreement Insurance Requirements**

Exhibit D: **Information required by 2 CFR 200.332(a)**

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

3. **Grant Funds.** In accordance with the terms and conditions of this Agreement, OEM shall provide Subrecipient an amount not to exceed \$32,018.75 in Grant Funds for eligible costs described in Section 6 hereof. Grant Funds for this Program will be from the Fiscal Year 2022 State Homeland Security Program (SHSP) grant.
4. **Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by OEM by amendment pursuant to Section 11.d hereof.
5. **Performance Reports.**
 - a. Subrecipient agrees to submit performance reports, using a form provided by OEM, on its progress in meeting each of the agreed upon milestones. The narrative reports will address

specific information regarding the activities carried out under the FY 22 State Homeland Security Program.

- b. Reports are due to OEM on or before the 15th day of the month following each subsequent calendar quarter (ending on March 31, June 30, September 30, and December 31).
- c. Subrecipient may request from OEM prior written approval to extend a performance report requirement past its due date. OEM, in its sole discretion, may approve or reject the request.
- d. Failure of Subrecipient to submit the required program, financial, or audit reports, or to resolve program, financial, or audit issues may result in the suspension of grant payments, termination of this Agreement, or both.

6. Disbursement and Recovery of Grant Funds.

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

- i. OEM has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow OEM, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Subrecipient is in compliance with the terms of this Agreement including, without limitation, Exhibit B and the requirements incorporated by reference in Exhibit B.
 - iii. Subrecipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - iv. Subrecipient has provided to OEM a RFR in accordance with Section 5.b of this Agreement.
- d. Recovery of Grant Funds.** Any funds disbursed to Subrecipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement ("Unexpended Funds") must be returned to OEM. Subrecipient shall return all Misexpended Funds to OEM promptly after OEM's written demand and no later than 15 days after OEM's written demand.
- 7. Representations and Warranties of Subrecipient.** Subrecipient represents and warrants to OEM as follows:
- a. Organization and Authority.** Subrecipient is a political subdivision of the State of Oregon and is eligible to receive the Grant Funds. Subrecipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Subrecipient of this Agreement (1) have been duly authorized by all necessary action of Subrecipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Subrecipient is a party or by which Subrecipient or any of its properties may be bound or affected. No authorization, consent, license, approval, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Subrecipient of this Agreement.
 - b. Binding Obligation.** This Agreement has been duly executed and delivered by Subrecipient and constitutes a legal, valid and binding obligation of Subrecipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
 - c. No Solicitation.** Subrecipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
 - d. NIMS Compliance.** By accepting FY 2022 funds, Subrecipient certifies that it has met National Incident Management System (NIMS) compliance activities outlined in the Oregon NIMS Requirements located through OEM at http://www.oregon.gov/oem/emresources/Plans_Assessments/Pages/NIMS.aspx.

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

8. Records Maintenance and Access; Audit.

- a. **Records, Access to Records and Facilities.** Subrecipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Subrecipient acknowledges and agrees, and Subrecipient will require its contractors, subcontractors, sub-recipients (collectively hereafter “contractors”), successors, transferees, and assignees to acknowledge and agree, to provide OEM, Oregon Secretary of State (Secretary), Office of Inspector General (OIG), Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), or any of their authorized representatives, access to records, accounts, documents, information, facilities, and staff. Subrecipient and its contractors must cooperate with any compliance review or complaint investigation by any of the above listed agencies, providing them access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary. The right of access is not limited to the required retention period but shall last as long as the records are retained.
- b. **Retention of Records.** Subrecipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for until the latest of (a) six years following termination, completion or expiration of this Agreement, (b) upon resolution of any litigation or other disputes related to this Agreement, or (c) as required by 2 CFR 200.333. It is the responsibility of Subrecipient to obtain a copy of 2 CFR Part 200, and to apprise itself of all rules and regulations set forth.
- c. **Audits.**
 - i. If Subrecipient expends \$750,000 or more in Federal funds (from all sources) in its fiscal year, Subrecipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR 200 Subpart F. Copies of all audits must be submitted to OEM within 30 days of completion. If Subrecipient expends less than \$750,000 in its fiscal year in Federal funds, Subrecipient is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in Section 8.a. herein.
 - ii. Audit costs for audits not required in accordance with 2 CFR 200 Subpart F are unallowable. If Subrecipient did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the grant.
 - iii. Subrecipient shall save, protect and hold harmless the OEM from the cost of any audits or special investigations performed by the Secretary or any federal agency with respect to the funds expended under this Agreement. Subrecipient acknowledges and agrees that any audit costs incurred by Subrecipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Subrecipient and the State of Oregon.

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

- a. **Subagreements.** Subrecipient may enter into agreements (hereafter “subagreements”) for performance of the Project. Subrecipient shall use its own procurement procedures and regulations, provided that the procurement conforms to applicable Federal and State law (including without limitation ORS chapters 279A, 279B, 279C, and that for contracts for more

than \$150,000, the contract shall address administrative, contractual or legal remedies for violation or breach of contract terms and provide for sanctions and penalties as appropriate, and for contracts for more than \$10,000 address termination for cause or for convenience including the manner in which termination will be effected and the basis for settlement).

- i. Subrecipient shall provide to OEM copies of all Requests for Proposals or other solicitations for procurements anticipated to be for \$100,000 or more and to provide to OEM, upon request by OEM, such documents for procurements for less than \$100,000. Subrecipient shall include with its RFR a list of all procurements issued during the period covered by the report.
 - ii. All subagreements, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner that encourages fair and open competition to the maximum practical extent possible. All sole-source procurements in excess of \$100,000 must receive prior written approval from OEM in addition to any other approvals required by law applicable to Subrecipient. Justification for sole-source procurement in excess of \$100,000 should include a description of the program and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
 - iii. Subrecipient shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to OEM.
 - iv. Subrecipient agrees that, to the extent it uses contractors, such contractors shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.
- b. Purchases and Management of Property and Equipment; Records.** Subrecipient agrees to comply with all applicable federal requirements referenced in Exhibit B, Section II.C.1 to this Agreement and procedures for managing and maintaining records of all purchases of property and equipment will, at a minimum, meet the following requirements:
- i. All property and equipment purchased under this agreement, whether by Subrecipient or a contractor, will be conducted in a manner providing full and open competition and in accordance with all applicable procurement requirements, including without limitation ORS chapters 279A, 279B, 279C, and purchases shall be recorded and maintained in Subrecipient's property or equipment inventory system.
 - ii. Subrecipient's property and equipment records shall include: a description of the property or equipment; the manufacturer's serial number, model number, or other identification number; the source of the property or equipment, including the Catalog of Federal Domestic Assistance (CFDA) number; name of person or entity holding title to the property or equipment; the acquisition date; cost and percentage of Federal participation in the cost; the location, use and condition of the property or equipment; and any ultimate disposition data including the date of disposal and sale price of the property or equipment.
 - iii. A physical inventory of the property and equipment must be taken and the results reconciled with the property and equipment records at least once every two years.
 - iv. Subrecipient must develop a control system to ensure adequate safeguards to prevent loss, damage, or theft of the property and equipment. Subrecipient shall investigate any loss, damage, or theft and shall provide the results of the investigation to OEM upon request.

- v. Subrecipient must develop, or require its contractors to develop, adequate maintenance procedures to keep the property and equipment in good condition.
 - vi. If Subrecipient is authorized to sell the property or equipment, proper sales procedures must be established to ensure the highest possible return.
 - vii. Subrecipient agrees to comply with 2 CFR 200.313 pertaining to use and disposal of equipment purchased with Grant Funds, including when original or replacement equipment acquired with Grant Funds is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency.
 - viii. Subrecipient shall require its contractors to use property and equipment management requirements that meet or exceed the requirements provided herein applicable to all property and equipment purchased with Grant Funds.
 - ix. Subrecipient shall, and shall require its contractors to, retain the records described in this Section 9.b. for a period of six years from the date of the disposition or replacement or transfer at the discretion of OEM. Title to all property and equipment purchased with Grant Funds shall vest in Subrecipient if Subrecipient provides written certification to OEM that it will use the property and equipment for purposes consistent with the State Homeland Security Program.
- c. **Subagreement indemnity; insurance.** Subrecipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless OEM and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Subrecipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that OEM shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of OEM, be indemnified by the other party to Subrecipient's subagreement(s) from and against any and all Claims.

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

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

10. Termination

- a. **Termination by OEM.** OEM may terminate this Agreement effective upon delivery of written notice of termination to Subrecipient, or at such later date as may be established by OEM in such written notice, if:
 - i. Subrecipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Subrecipient is, for any reason, rendered improbable, impossible, or illegal; or
 - ii. OEM fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow OEM, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
 - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
 - iv. The Project would not produce results commensurate with the further expenditure of funds; or
 - v. Subrecipient takes any action pertaining to this Agreement without the approval of OEM and which under the provisions of this Agreement would have required the approval of OEM.
 - vi. OEM determines there is a material misrepresentation, error or inaccuracy in Subrecipient's application.
- b. **Termination by Subrecipient.** Subrecipient may terminate this Agreement effective upon delivery of written notice of termination to OEM, or at such later date as may be established by Subrecipient in such written notice, if:
 - i. The requisite local funding to continue the Project becomes unavailable to Subrecipient; or
 - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days notice to the other Party and failure of the other Party to cure within the ten days, if the other Party fails to comply with any of the terms of this Agreement.
- d. **Settlement upon Termination.** Immediately upon termination under Sections 10.a.i, v., or vi, no Grant Funds shall be disbursed by OEM and Subrecipient shall return to OEM Grant Funds previously disbursed to Subrecipient by OEM in accordance with Section 6.d and the terminating party may pursue additional remedies in law or equity. Termination of this Agreement does not relieve Subrecipient of any other term of this Agreement that may survive termination, including without limitation Sections 11.a and c.

11. GENERAL PROVISIONS

- a. **Contribution.** To the extent authorized by law, Subrecipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless OEM and its officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorneys' fees incurred related to any actual or alleged act or omission by Subrecipient, or its employees, agents or contractors. This Section shall survive expiration or termination of this Agreement.
- b. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or

arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. Each party shall bear its own costs incurred under this Section 11.b.

- c. **Responsibility for Grant Funds.** Subrecipient, pursuant to this Agreement with OEM, shall assume sole liability for its breach of the conditions of this Agreement, and shall, upon its breach of conditions that causes or requires OEM to return funds to DHS or FEMA, hold harmless and indemnify OEM for an amount equal to the funds received under this Agreement; or if legal limitations apply to the Subrecipient's indemnification ability, the indemnification amount shall be the maximum amount of funds available to Subrecipient for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. **Duplicate Payment.** Subrecipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. **No Third Party Beneficiaries.** OEM and Subrecipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

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

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

waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of the Circuit Court of Marion County in the State of Oregon, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

- i. **Compliance with Law.** Subrecipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation as described in Exhibit B.
- j. **Insurance; Workers' Compensation.** All employers, including Subrecipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Subrecipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. **Independent Contractor.** Subrecipient shall perform the Project as an independent contractor and not as an agent or employee of OEM. Subrecipient has no right or authority to incur or create any obligation for or legally bind OEM in any way. Subrecipient acknowledges and agrees that Subrecipient is not an "officer", "employee", or "agent" of OEM, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- m. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. **Integration and Waiver.** This Agreement, including all Exhibits and referenced documents, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Subrecipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

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

SIGNATURE PAGE TO FOLLOW

Jefferson County

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY
(If required for Subrecipient)

By _____
Subrecipient's Legal Counsel

Date _____

Subrecipient Program Contact:
David Pond
Emergency Management Coordinator
Jefferson County
Jefferson County Sheriff's Office
675 NW Cherry Lane
Madras, OR 97741
541-475-6520
dpond@jcso.law

Subrecipient Fiscal Contact:
Debbie Miles
Business Manager
Jefferson County
Jefferson County Sheriff's Office
675 NW Cherry Lane
Madras, OR 97741
541-475-6520
dmiles@jcso.law

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

By _____

Name _____
(printed)
Preparedness Section Manager, OEM

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By Samuel B. Zeigler via email
Senior Assistant Attorney General
Date 9/13/22

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

OEM Fiscal Contact:
Nicole Hansen
Grants Accountant
Oregon Department of Emergency Management
PO Box 14370
Salem, OR 97309-5062
Phone: 503-378-3849
Email: Nicole.l.hansen@oem.oregon.gov

EXHIBIT A**Project Description and Budget****I. Project Description****Ranger Crew UTV**

This grant will fund the purchase of a Utility Terrine Vehicle to be used by first responders and the regional SWAT team.

II. Budget

Grant Funds:	\$32,018.75
Total Budget:	\$32,018.75
Equipment	\$32,018.75
Total (Grant)	\$32,018.75

EXHIBIT B

Federal Requirements and Certifications

I. General.

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

1 - Hotel and Motel Fire Safety Act of 1990

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

2 - Duplication of Benefits

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

3 - Fly America Act of 1974

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

4 - Lobbying Prohibitions

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

5 - False Claims Act and Program Fraud Civil Remedies

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

6 - Federal Debt Status

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

7 - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

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

8 - Disposition of Equipment Acquired Under the Federal Award

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

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

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

10 – Copyright

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

11 - Reporting Subawards and Executive Compensation

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

12 - Use of DHS Seal, Logo and Flags

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

13 - Whistleblower Protection Act

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

II Other Applicable Federal Regulations

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

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

2- Universal Identifier and System of Award Management

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

3 - Americans with Disabilities Act of 1990

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

4 - SAFECOM

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

5 - Rehabilitation Act of 1973

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

6 - National Environmental Policy Act

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

7 - Acknowledgement of Federal Funding from DHS

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

8 - USA PATRIOT Act of 2001

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

9 - Age Discrimination Act of 1975

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

10 - Civil Rights Act of 1964 - Title VI

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

11 - RESERVED**12 - Notice of Funding Opportunity Requirements**

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

13 - Trafficking Victims Protection Act of 2000 (TVPA)

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

14- Acceptance of Post Award Changes

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

15 - Non-Supplanting Requirement

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

16 - Drug-Free Workplace Regulations

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

16 - Federal Leadership on Reducing Text Messaging while Driving

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

17 - Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an EHP review are subject to the FEMA Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/ FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website at: <https://www.fema.gov/media-library/assets/documents/90195>. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive order, regulations, and

policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

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

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance at http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and Privacy Template at https://www.dhs.gov/sites/default/files/publications/privacy_pia_template_2017.pdf as useful resources respectively.

19 - Civil Rights Act of 1968

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

20- Debarment and Suspension

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

21 - Activities Conducted Abroad

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

22- Energy Policy and Conservation Act

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

23 - Procurement of Recovered Materials

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

EXHIBIT C

Subagreement Insurance Requirements

GENERAL.

Subrecipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences; and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to OEM. Subrecipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Subrecipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Subrecipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Subrecipient permit work under a subagreement when Subrecipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which Subrecipient is a Party.

TYPES AND AMOUNTS.

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

ii. **COMMERCIAL GENERAL LIABILITY.**

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

Bodily Injury, Death and Property Damage:

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

iii. **AUTOMOBILE Liability Insurance: Automobile Liability.**

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

Bodily Injury, Death and Property Damage:

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

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

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

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

CERTIFICATE(S) OF INSURANCE. Subrecipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the subagreement. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage. **INSURANCE REQUIREMENT REVIEW.** Subrecipient agrees to periodic review of insurance requirements by OEM under this Agreement and to provide updated requirements as mutually agreed upon by OEM and Subrecipient.

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

Exhibit D

Information required by 2 CFR 200.332(a)

1. Federal Award Identification:
 - (i) Sub-recipient name (which must match registered name in DUNS): Jefferson County
 - (ii) Sub-recipient's Unique Entity Identifier (UEI): PZ2MUEELHTG7
 - (iii) Federal Award Identification Number (FAIN): EMW-2022-SS-00045
 - (iv) Federal Award Date: September 1, 2022
 - (v) Sub-award Period of Performance Start and End Date: From October 1, 2022, to September 30, 2024
 - (vi) Sub-award Budget Period Start and End Date: From October 1, 2022, to September 30, 2024
 - (vii) Amount of Federal Funds Obligated by this Agreement: \$32,018.75
 - (viii) Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this agreement *: \$32,018.75
 - (ix) Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: \$32,018.75
 - (x) Federal award project description: State Homeland Security Program Grant plays an important role in the implementation of the National Preparedness System by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation.
 - (xi) (a) Name of Federal awarding agency: U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA)
 (b) Name of Pass-through entity: Oregon Department of Emergency Management
 (c) Contact information for awarding official: Andrew Phelps, Director – Oregon Department of Emergency Management, PO Box 14370, Salem, OR 97309-5062
 - (xii) Assistance Listings Number and Title: 97.067 Homeland Security Grant Program
 Amount: \$8,647,500
 - (xiii) Is Award R&D? No
 - (xiv) Indirect cost rate for the Federal award: 13.2%

2. Subrecipient's indirect cost rate: 0%

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

##END##

Contract Details **Order Details**

Account Number: A-472371	Order #: Q-190917
Customer: Jefferson County - Public Health (OR)	Order Date: 12/31/2022
Sales Rep: Brad Enlow	Valid Until: 12/31/2022
	Subscription Start Date: Per signature date below
	Subscription Term (months):

Customer Contact

Billing Contact: Jefferson County - Public Health (OR) Tami Kepa'a	Billing Contact Email: tami.kepaa@publichealth.jeffco.net
Address:	Phone: 15414754456
, OR	Fax:

Payment Terms

Payment Term: Net 30	Notes:
PO Number:	

Subscription Service

YEAR-1

Item	Type	Qty	Total
PowerPolicy Professional-HC Subscription	Recurring	49	\$7,000.00
A policy and compliance management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site. Included are key features such as automatic workflows, signature capture and tracking, side-by-side comparison, knowledge testing, Public-Facing Documents, PowerDMS University, and Analytics for advanced reporting.			
PowerDMS Standards Public Health Accreditation Board Standards and Measures Manual	Recurring	1	\$1,150.00
Attach proofs to show compliance with the Public Health Accreditation Board Standards and Measures Manual/assign assessment tasks to coworkers/track revisions made to standards manuals and attachment proofs/status-based grading.			
PowerPolicy Professional-HC Setup	Services	1	\$1,500.00
This package ensures a smooth implementation and successful ongoing use of PowerPolicy. This package includes Implementation Management: Led by a designated Implementation Specialist, guiding administrators through predetermined milestones to lead to a successful product launch, Project Management, Document and User Import and Site Configuration.			
YEAR-1 TOTAL:			\$9,650.00
Subscription Term Total :			\$9,650.00

This price does not include any sales tax.

Additional Terms and Conditions

Payment Terms All invoices issued hereunder are **due upon the invoice due date**. The fees labeled "Year 1 Total" shall be invoiced immediately, and if the Subscription Term is for a period longer than one year, the fees for future years shall be invoiced annually in advance of each 12 month period of the Subscription Term, but regardless of the billing cycle, Customer is responsible for the fees for the entire Subscription Term. The fees set forth in this Service Order are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable.

Terms & Conditions Unless otherwise agreed in a written agreement between GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), parent company of PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "**NEOGOV**") and Customer, this Service Order and the services to be furnished pursuant to this Service Order are subject to the terms and conditions set forth in the Service Agreement between the parties dated October 06, 2017. The Effective Date (as defined in the terms and conditions) shall be the date set forth below.

Accepted and Agreed By Authorized Representative of:
Jefferson County - Public Health (OR)

Signature: _____

Printed Name: _____

Title: _____

Date _____

THE INFORMATION AND PRICING CONTAINED IN THIS SERVICE ORDER IS STRICTLY CONFIDENTIAL