



CROOK COUNTY COURT MEETING
Crook County Annex | 320 NE Court St. | Prineville OR
WEDNESDAY, March 3, 2021 at 9:00 A.M.

Members of the public and media are welcome to attend in person with social distancing or via WebEx 1-408-418-9388; Access Code: 126 320 5412; Meeting Password: VFmR4z4PaM3

CONSENT AGENDA

(Routine matters which are not expected to generate discussion and are approved in a single vote. Any member of the Court may request removal of an item for separate discussion or vote.)

1. Approve Minutes of February 16, 2021 and February 23, 2021 Work Sessions and February 17, 2021 Regular Court Meeting
2. Approve Grade/Step Increase of Tiffanie Bottoms
3. Approve Step Increase of Terry Weitman and Calvin Walter
4. Approve Emergency Management Performance Grant Agreement
5. Approve Amendment 1 to Contract with Snider Landscaping for Road Department Services
6. Approve Letter in Opposition to Senator Wyden and Senator Merkley re: The River Democracy Act
7. Approve Fiscal Year 2021 Audit Engagement Letter with Pauly Rogers and Co. P.C.
8. Approve AIA Document A133 Agreement with Kirby Nagelhout as CM/GC for New Justice Center

SCHEDULED APPEARANCES – None Scheduled

DISCUSSION

9. Review and Approve the Plat of Stone Ridge Terrace (5 Minutes)

EXECUTIVE SESSION- Meeting will be reconvened at 1PM at 1280 SE Main St., Prineville, OR 97754, for an Executive Session pursuant to ORS 192.660(2)(f), Review of Exempt Documents. Please contact the County Administration for Webex access/call-in information

10. ORS 192.660(2)(f) To consider information or records that are exempt by law from public inspection.

**The Court may add additional items arising too late to be part of this Agenda. Agenda items may be rearranged to make the best use of time.*

**The meeting location is accessible to persons with disabilities. If additional accommodations are required, please submit your request 48 hours prior to the meeting by contacting County Administration at 541-447-6555.*

NOTICE AND DISCLAIMER

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

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

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

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

If you are interested in obtaining additional copies of any of the documents contained herein, they maybe obtained by completing a Crook County Public Records Request form. Request forms are available on the County's website.

**CROOK COUNTY COURT MINUTES
OF FEBRUARY 16, 2021 WORK SESSION
Open Portion**

Be It Remembered that the Crook County Court met in a regularly scheduled Work Session on February 16, 2021, at 9:00 a.m. in the Administration Conference room located at 203 NE Court Street, Prineville, Oregon 97754.

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

Absentees: None

Others Present in Person or Via WebEx: Legal Counsels Eric Blaine and John Eisler; Administration Executive Assistant Amy Albert; Rick Treleaven; Angela Cummings; Community Development Director Ann Beier; Code Compliance Officer Louis Seals; On-Site Inspector Sanitarian Paige Reinhart-Anez; Natural Resources Manager Tim Deboodt; Health Department Director Muriel DeLaVergne Brown; Road Master Bob O'Neal; Manager Kim Herber; Under Sheriff James Savage; District Attorney Wade Whiting and Scott Cooper.

WORK SESSION

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

ADDITIONS/REMOVALS: None

Agenda Item #1, Covid-19 Update: Health Department Director Muriel DeLaVergne Brown updated the Court on Covid-19 in Crook County. Covid-19 cases are declining in Crook County, last week the County had twenty-seven cases. The Health Department is holding a vaccination clinic every Tuesday at the fairgrounds, where residence are able to receive their first Covid-19 vaccination and their booster. It is expected that Crook County will receive four hundred doses of the vaccine per week along with any needed booster doses.

Agenda Item #2, Discussion on Community Mental Health Program Contracts with Coordinated Care Organization: Rick Treleaven and Angela Cummings from Best Care updated the Court on the Pacific Source contract which is currently under negotiation. The updated Pacific Source contract will have new financial terms, but the reminder of the contract will be mostly reflective of what is currently in place. The Pacific Source contract will be forwarded to Eric Blaine in the next two weeks for review. Mr. Treleaven gave a brief overview Best Care's current mental health programs, one being ACT a program in which members of the community who may not proactively seek mental health assistance are sought out and offered needed treatment. The second being a mental health clinician working with the Prineville Police Department in a proactive effort to reach individuals who are known to the police force and require mental health assistance. The third program is intensive in-home behavioral therapy, this program is geared towards keeping children with their families.

Agenda Item #3, Water Quality and Compliance Issues in Combs Flat/Melrose Area:

Community Development Director Ann Beier, Code Compliance Officer Louis Seals and On-Site Inspector Sanitarian Paige Reinhart-Anez asked the Court for advice on how to manage failed septic and well systems in the Combs Flat and Melrose area. Many of the residents in this area are not financially able to replace and/or repair their failing systems, unfortunately, the current state of their septic and well systems may result in their eviction due to the human health crisis it is creating. Community Development will seek out potential funding to help in replacing the current well and septic systems, while Commissioner Brummer will contact the City in the hopes of finding a solution.

Agenda Item #4, Juniper Canyon Access Project: Community Development Director Ann Beier updated the Court on the next steps of the Juniper Canyon Access Project. By the end of February Community Development will mail a survey to Juniper Canyon residence and post a survey to the County website, the survey will gather the community's thoughts on a second access point in Juniper Canyon. It will also be informative to community members providing a map of where the proposed access point will be.

Agenda Item #5, Community Correction Budget Position: Community Corrections Coordinator Brett Lind requested the Court approve converting the part-time Contracted Work Crew Position into a full-time Community Corrections Technician Position. This new position will be responsible for the Work Crew and assisting with office duties. Creating a full-time position will have no fiscal impact on the Sheriff's Office budget as the Work Crew Program can be self-supportive if ran full-time. The Sheriff's Office will provide the paperwork necessary for this to become a full-time position at the March 3, 2021 Court Meeting.

Agenda Item #6, Salary Grade/Step Increase of Tiffanie Bottoms: Road Master Bob O'Neal requested Office Manager Tiffanie Bottoms receive a grade and step increase from 115/11 to 119/5. Mr. O'Neal feels that Ms. Bottoms current pay does not accurately compensate for duties performed. The Court will approve Ms. Bottom's grade and step increase at the March 3, 2021 Court Meeting.

Agenda Item #7, Wyden/Merkley Wild and Scenic Bill: Natural Resources Manager Tim Deboodt asked for the Court's review and approval of a letter written to Senator's Ron Wyden and Jeff Merkley regarding The River Democracy Act (RDA). The letter will be finalized and put before the Court on March 3, 2021.

Agenda Item #8, Natural Resource Advisory Committee Membership: Natural Resources Manager Tim Deboodt asked the Court for their assistance in selecting three new members for the Natural Resource Advisory Committee. Mr. Deboodt will send applications to potential members, once the applicants have returned their applications

the Natural Resource Advisory Committee will select their top prospects and present them to the Court.

At 10:30 a.m. the Court read into Executive Session under the following statute(s): ORS 192.660(2)(e) For the purpose of conducting deliberations with persons designated by the governing body to negotiate real property transactions.

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

There being no further business before the Court, the meeting was **adjourned at 11:05 a.m.**

Respectfully submitted,

Amy Albert

**CROOK COUNTY COURT MINUTES
OF FEBRUARY 23, 2021 WORK SESSION
Open Portion**

Be It Remembered that the Crook County Court met in a regularly scheduled Work Session on February 23, 2021, at 9:00 a.m. in the Administration Conference room located at 203 NE Court Street, Prineville, Oregon 97754.

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

Absentees: None

Others Present in Person or Via WebEx: Legal Counsels Eric Blaine and John Eisler; Administration Executive Assistant Amy Albert; Paralegal Regina Paul; Health Department Director Muriel DeLaVergne Brown; Facilities Manager Jeremy Thamert; Administration Executive Assistant Stephanie Wilson; Building Official Randy Davis; Sheriff John Gautney; Under Sheriff James Savage; Treasurer Galen Carter; Library Aide Cindy York; Clerk Cheryl Seeley; Librarian April Witteveen; Road Master Bob O'Neal and Senior Accountant Janet Pritiskutch.

WORK SESSION

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

ADDITIONS/REMOVALS: None

Agenda Item #1, Covid-19 Update: Health Department Director Muriel DeLaVergne Brown updated the Court on Crook County's current Covid-19 status. Crook County is moving from the extreme category to the high category, this will allow businesses to begin reopening at a reduced capacity.

Agenda Item #2, Sheriff – Budgets and Actuals Presentation: Administration Executive Assistant Stephanie Wilson discussed the personnel and expenditure totals for the Sheriff's Office, Jail and Parole and Probation. It's expected that the Sheriff's Office will be within budget this fiscal year for all departments. Ms. Wilson discussed some of the Sheriff's Office purchases, such as seven new vehicles and two aerial drones. Ms. Wilson touched on the department being short staffed creating necessary overtime for patrol deputies and jail staff.

Agenda Item #3, Pay Step Increase for Calvin Walter and Terry Weitman: Building Official Randy Davis requested a two-step pay increase for Calvin Walter and Terry Weitman. Mr. Weitman has taken on additional responsibilities by assisting with the administration of residential construction programs and helping train two residential plans examiners. Mr. Walter had worked as a part time employee from June 2019 until February 2020 when he moved into a full time position with the expectation to transition back to part time. In November 2020, Mr. Walter became a permanent full time employee of the County, because of Mr. Walter's previous part time position he was ineligible for the yearly review pay step increase.

MOTION to approve the personnel action for of Calvin Walters and Terry Weitman from step 123/5 to 123/7. Motion seconded. No further discussion. Motion carried 3-0.

Agenda Item #4, Purchase Recommendation for eMaint CMMS Solution Software:

Facilities Manager Jeremy Thamert discussed the need to purchase a software program for the Facilities Department. Currently, an extended amount a time is being spent in the creation and upkeep of forms to track work orders. Mr. Thamert found the eMaint CMMS Solution Software that will aide in purchasing, tracking inventory, work orders and time spent on work orders. After some research Mr. Thamert was unable to find a similar software program for price comparison.

MOTION to approve the eMaint CMMS Solution Software for \$11,820. Motion seconded. No further discussion. Motion carried 3-0.

EXECUTIVE SESSION

None Scheduled

There being no further business before the Court, the meeting was **adjourned at 9:47 a.m.**

Respectfully submitted,

Amy Albert

**CROOK COUNTY COURT MINUTES
OF FEBRUARY 17, 2017 REGULAR MEETING
Open Portion**

Be It Remembered that the Crook County Court met in a Regular Court meeting on February 17, 2021, at 9:00 a.m. in the County meeting room located at 320 NE Court Street, Prineville, Oregon 97754.

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

Absentees: None

Others Present in Person or Via WebEx: Legal Counsels Eric Blaine and John Eisler; Administration Executive Assistant Amy Albert; Paralegal Regina Paul; Road Master Bob O'Neal; Carol Benkosky; Nick Kralj; Sheriff John Gautney; IT Director Troy Poncin; Human Resource Director Kim Barber and Human Resource Benefits Administrator Keity Crismon.

REGULAR SESSION

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

ADDITIONS/REMOVALS: None

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

Discussion item #12: Carol Benkosky asked the Court to pay for tipping fees at the landfill for the Rotary Club's biannual Ochoco Creek in-stream cleanup. The Court agreed to fund the landfill's tipping fees.

Discussion item #13: Road Master Bob O'Neal talk about the three bids received for the Juniper Canyon overlay project. After review of the three bids, it was determined High Desert Aggregate and Paving was in compliance with the RFP and offered the best value to the County.

MOTION to approve the Juniper Canyon overlay project to High Desert Aggregate and Paving and approve signing the Order outside of Court. Motion seconded. No further discussion. Motion carried 3-0.

Discussion item #14: Eric Blaine discussed the legal change to the description of the resolution exercising the power of eminent domain right of way services for the Weigand Road Bridge. This document will replace the resolution that was signed on September 16, 2020. The legal description will be modified from a temporary easement to a permanent easement.

MOTION to approve exercising the power of eminent domain resolution approved on September 16, 2020. Motion seconded. No further discussion. Motion carried 3-0.

Discussion item #15: IT Director Troy Poncin presented the Court with an Order authorizing a sole source procurement of Microsoft Windows which will cover new servers and improperly licensed servers for the County.

MOTION to approve Order 2021-14, in the matter of finding authorizing a sole source procurement of Microsoft Windows serve data center licenses pursuant to ORS 279B.075 and Crook County Code 3.12.030(13). Motion seconded. No further discussion. Motion carried 3-0.

Discussion item #16: John Eisler announced the finalist for the Justice Center Construction Manager/General Contractor as Kirby Nagelhout Construction Company. The County had received four proposals from reginal firms, from those four proposals two companies were selected for interviews, Kirby Nagelhout Construction Company and Pence Construction. An evaluation committee consisting of John Eisler, Commissioner Barney, Jerry Milstead, Jeremy Thamert and Sheriff Gautney was formed to evaluate the interviewees based on the following factors: construction experience and qualifications, experience of committed personnel, public construction experience, experience in CM/GC delivery systems and value engineering, the proposed approach, local knowledge, and fee and cost. At the conclusion of the scoring for the interview process Kirby Nagelhout Construction Company's final average score was 91.3 and Pence Construction's final average score was 91.2.

MOTION to name Kirby Nagelhout Construction Company as the highest ranked proposer and initiate negotiations. Motion seconded. No further discussion. Motion carried 3-0.

Discussion item #17: Nick Kralj from HUB International Investment Services reviewed Crook County's Retirement Plan with the Court. Mr. Kralj discussed the current economic recession and how that is affecting the current market. After review of the County's current 401K plan Mr. Kralj suggested a change out of DFA Small Capital be made.

MOTION to authorized HUB International to make changes from DFA Small Capital to Fidelity Small Cap. Motion seconded. No further discussion. Motion carried 3-0.

At 9:56 a.m. the Court convened into Executive Session under the following statute(s): ORS 192.660(2)(e) For the purpose of conducting deliberations with persons designated by the governing body to negotiate real property transactions.

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

MOTION to authorize County Counsel and Judge Crawford to converse with the counter party as discussed in Executive Session. Motion seconded. No further discussion. Motion carried 3-0.

There being no further business before the Court, the meeting was **adjourned at 10:17 a.m.**

Respectfully submitted,

Amy Albert



2

Crook County
Human Resources
267 NE 2nd St, Ste 101
Prineville, OR 97754
541-416-3800

PERSONNEL ACTION FORM

EMPLOYEE INFORMATION				
Employee Name: (Last, First Name MI): <i>Bottoms, Tiffanie</i>	Employment Type: Full Time (30+ Hrs.) <input checked="" type="checkbox"/> Part Time (<30 Hrs.) <input type="checkbox"/> On-Call <input type="checkbox"/>	Employment Status: Probationary <input type="checkbox"/> Temporary <input type="checkbox"/> Regular <input checked="" type="checkbox"/> Elected Official <input type="checkbox"/>	Employment Action: New Hire <input type="checkbox"/> Transfer <input type="checkbox"/> Promotion <input type="checkbox"/> Annual Increase <input type="checkbox"/> Increase Outside of Annual <input checked="" type="checkbox"/> Probationary Review <input type="checkbox"/> Termination <input type="checkbox"/> Refill: <input type="checkbox"/> YES <input type="checkbox"/> NO	Employment Classification: Exempt <input type="checkbox"/> Non-Exempt <input checked="" type="checkbox"/>
Effective Date: <i>02-16-2021</i>	New Position <input type="checkbox"/> Budgeted/Vacant Position <input type="checkbox"/>		Replacement Position <input type="checkbox"/> Replaces:	
Position #:	Reason: <i>Amend Grade to Similiar</i>			
DETAIL	FROM (present status)		TO (new status)	
FTE: (e.g. 1.0, .80)	<i>1.0</i>		<i>1.0</i>	
Hours Per Day/Scheduled Days:	<i>10</i>		<i>10</i>	
Dept./Office:	<i>Road</i>		<i>Road</i>	
Position - Job Title:	<i>Office Manager</i>		<i>Office Manager</i>	
Salary Grade/Step:	<i>115/11</i>		<i>119/5</i>	
Monthly & Annual Salary (Exempt): OR Hourly Rate (Non-Exempt):	<i>23.70</i>		<i>24.91</i>	
Certification Pay/Per Pay Period:				
License Required: <input type="checkbox"/> YES <input type="checkbox"/> NO			Union Member: <input type="checkbox"/> YES <input type="checkbox"/> NO	
Comments/Notes: <i>Re-Grade Survey error</i>				
Human Resources Signature _____		Date _____		Finance Signature _____
Department Head Signature _____		Date _____		Employee Signature (if applicable) _____
County Judge _____		Date _____		County Commissioner _____
County Commissioner _____		Date _____		

2



Crook County
Human Resources
 267 NE 2nd St, Ste 101
 Prineville, OR 97754
 541-416-3800

PERSONNEL ACTION FORM

EMPLOYEE INFORMATION							
Employee Name: (Last, First Name MI): Weitman, Terry	Employment Type: Full Time (30+ Hrs.) <input checked="" type="checkbox"/> Part Time (<30 Hrs.) <input type="checkbox"/> On-Call <input type="checkbox"/>	Employment Status: Probationary <input type="checkbox"/> Temporary <input type="checkbox"/> Regular <input checked="" type="checkbox"/> Elected Official <input type="checkbox"/>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="text-align: left; padding: 5px;">Employment Action:</th> <th style="text-align: left; padding: 5px;">Employment Classification:</th> </tr> <tr> <td style="padding: 5px;"> New Hire <input type="checkbox"/> Transfer <input type="checkbox"/> Promotion <input type="checkbox"/> Annual Increase <input type="checkbox"/> Increase Outside of Annual <input checked="" type="checkbox"/> Probationary Review <input type="checkbox"/> Termination <input type="checkbox"/> Refill: <input type="checkbox"/> YES <input type="checkbox"/> NO </td> <td style="padding: 5px;"> Exempt <input type="checkbox"/> Non-Exempt <input checked="" type="checkbox"/> </td> </tr> </table>	Employment Action:	Employment Classification:	New Hire <input type="checkbox"/> Transfer <input type="checkbox"/> Promotion <input type="checkbox"/> Annual Increase <input type="checkbox"/> Increase Outside of Annual <input checked="" type="checkbox"/> Probationary Review <input type="checkbox"/> Termination <input type="checkbox"/> Refill: <input type="checkbox"/> YES <input type="checkbox"/> NO	Exempt <input type="checkbox"/> Non-Exempt <input checked="" type="checkbox"/>
Employment Action:	Employment Classification:						
New Hire <input type="checkbox"/> Transfer <input type="checkbox"/> Promotion <input type="checkbox"/> Annual Increase <input type="checkbox"/> Increase Outside of Annual <input checked="" type="checkbox"/> Probationary Review <input type="checkbox"/> Termination <input type="checkbox"/> Refill: <input type="checkbox"/> YES <input type="checkbox"/> NO	Exempt <input type="checkbox"/> Non-Exempt <input checked="" type="checkbox"/>						
Effective Date: 1/1/2021	New Position <input type="checkbox"/> Budgeted/Vacant Position <input type="checkbox"/>		Replacement Position <input type="checkbox"/> Replaces:				
Position #:	Reason: Increase outside of annual						
DETAIL	FROM (present status)	TO (new status)					
FTE: (e.g. 1.0, .80)	1.0	1.0					
Hours Per Day/Scheduled Days:	8/M-F	8/M-F					
Dept./Office:	Community Development	Community Development					
Position - Job Title:	Building Inspector Senior	Building Inspector Senior					
Salary Grade/Step:	123/5	123/7					
Monthly & Annual Salary (Exempt): OR Hourly Rate (Non-Exempt):	\$29.92	\$31.45					
Certification Pay/Per Pay Period:							
License Required: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		Union Member: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
Comments/Notes: <div style="height: 40px;"></div>							
Human Resources Signature _____ Date _____		Finance Signature _____ Date _____					
Department Head Signature _____ Date _____		Employee Signature (if applicable) _____ Date _____					
County Court Signatures Required For: Department Head <input type="checkbox"/> New Position <input type="checkbox"/> Termination/Demotion <input type="checkbox"/> Increase (2 steps or greater) <input type="checkbox"/>							
County Judge _____ Date _____		County Commissioner _____ Date _____					
County Commissioner _____ Date _____							



Crook County
Human Resources
 267 NE 2nd St, Ste 101
 Prineville, OR 97754
 541-416-3800

PERSONNEL ACTION FORM

EMPLOYEE INFORMATION			
Employee Name: (Last, First Name MI) Walter, Calvin (Cal)	Employment Type: Full Time (30+ Hrs.) <input checked="" type="checkbox"/> Part Time (<30 Hrs.) <input type="checkbox"/> On-Call <input type="checkbox"/>	Employment Status: Probationary <input type="checkbox"/> Temporary <input type="checkbox"/> Regular <input checked="" type="checkbox"/> Elected Official <input type="checkbox"/>	Employment Action: New Hire <input type="checkbox"/> Transfer <input type="checkbox"/> Promotion <input type="checkbox"/> Annual Increase <input type="checkbox"/> Increase Outside of Annual <input checked="" type="checkbox"/> Probationary Review <input type="checkbox"/> Termination <input type="checkbox"/> Refill: <input type="checkbox"/> YES <input type="checkbox"/> NO
Effective Date: 1/1/2021		New Position <input type="checkbox"/> Budgeted/Vacant Position <input type="checkbox"/>	Replacement Position <input type="checkbox"/> Replaces:
Position #:		Reason: Increase outside of annual	
DETAIL	FROM (present status)	TO (new status)	
FTE: (e.g. 1.0, .80)	1.0	1.0	
Hours Per Day/Scheduled Days:	8/M-F	8/M-F	
Dept./Office:	Community Development	Community Development	
Position - Job Title:	Building Inspector Senior	Building Inspector Senior	
Salary Grade/Step:	123/5	123/7	
Monthly & Annual Salary (Exempt): OR Hourly Rate (Non-Exempt):	\$29.92	\$31.45	
Certification Pay/Per Pay Period:			
License Required: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		Union Member: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
Comments/Notes:			
Human Resources Signature _____ Date _____		Finance Signature _____ Date _____	
Department Head Signature _____ Date _____		Employee Signature (if applicable) _____ Date _____	
County Court Signatures Required For: Department Head <input type="checkbox"/> New Position <input type="checkbox"/> Termination/Demotion <input type="checkbox"/> Increase (2 steps or greater) <input type="checkbox"/>			
County Judge _____ Date _____		County Commissioner _____ Date _____	
County Commissioner _____ Date _____			

Crook County Legal Counsel

Mailing: 300 NE Third St., Prineville, OR 97754

• Phone: 541-416-3919

Physical: 267 NE 2nd St., Ste 200, Prineville, OR 97754

• Fax: 541-447-6705



MEMO

TO: Crook County Court

FROM: Crook County Legal Counsel's Office

DATE: February 23, 2021

RE: *Emergency Management Performance Grant 20-507*
Our File No.: Ct Contracts 237(C)

Attached is Grant 20-507 offering funds to the County in the amount of \$68,957 to assist with disaster preparedness activities at the Sheriff's office. Crook County is required to match an equal amount of money into this program. The grant becomes retroactively effective back to July 1, 2020 and continues in effect until June 30, 2021.

The grant places certain requirements upon the County which include the duty to create and maintain detailed records of any equipment purchased under the terms of the grant; to provide OEM and the federal Department of Homeland Security reports on allegations of wrongdoing; and a requirement that if any subcontractors are hired, that to the extent practicable these subcontractors will be either small businesses, minority-owned businesses, women-owned businesses, or disadvantaged business concerns.

The Grant was not received by the County until recently but is now ready for the Court's approval. The Grant has also been approved for legal sufficiency and Mike Ryan recommends approval.

Please place this memo and the attached document(s) on the Wednesday, March 3, 2021 County Court Agenda as a CONSENT ITEM, for approval and signatures.

**OREGON MILITARY DEPARTMENT
OFFICE OF EMERGENCY MANAGEMENT
EMERGENCY MANAGEMENT PERFORMANCE GRANT
CFDA # 97.042
CROOK COUNTY
\$68,957
Grant No: 20-507**

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

1. **Effective Date.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law. Reimbursements will be made for Project Costs incurred beginning on **July 1, 2020** and ending, unless otherwise terminated or extended, on **June 30, 2021** (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: **Subcontractor Insurance**

Exhibit D: **Information required by 2 CFR 200.331(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; Matching Funds.** In accordance with the terms and conditions of this Agreement, OEM shall provide Subrecipient an amount not to exceed **\$68,957** in Grant Funds for eligible costs described in Section 6 hereof. Grant Funds for this Program will be from the Fiscal Year 2020 Emergency Management Performance Grant (EMPG) Program. Subrecipient shall provide matching funds for all Project Costs as described in Exhibit A.
4. **Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by OEM by amendment pursuant to Section 11.d hereof.
5. **Reports.** Failure of Subrecipient to submit the required program, financial, or audit reports, or to resolve program, financial, or audit issues may result in the suspension of grant payments, termination of this Agreement, or both.

a. Performance Reports.

- i. Subrecipient agrees to submit performance reports, using a form provided by OEM, on its progress in meeting each of its agreed upon goals and objectives. The narrative reports will address specific information regarding the activities carried out under the FY 2020 Emergency Management Performance Grant Program and how they address identified work plan elements.
- ii. 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).
- iii. 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.

b. Financial Reimbursement Reports.

- 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 and, if applicable, match expenditures. RFRs must be submitted monthly during the term of this Agreement. RFRs must be submitted on or before 30 days following each subsequent calendar month, and a final RFR must be submitted no later than 30 days following the end of the grant period.
- ii. Reimbursements for expenses will be withheld if performance reports are not submitted by the specified dates or are incomplete.
- iii. Reimbursement rates for travel expenses shall not exceed those allowed by the State of Oregon. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the dates, times, and places of travel, and the actual expenses or authorized rates incurred.
- iv. Reimbursements will only be made for actual expenses incurred during the Grant Award Period. Subrecipient agrees that no grant or, if applicable, match funds may be used for expenses incurred before or after the Grant Award Period.

6. Disbursement and Recovery of Grant Funds.

- a. **Disbursement Generally.** 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 Emergency Management Performance Grants guidance and application materials, including without limitation the United States Department of Homeland Security Notice of Funding Opportunity Announcement (NOFO), that are not excluded from reimbursement by 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/EMPG.aspx>
- b. **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.
- c. Recovery of Grant Funds.** Any funds disbursed to Subrecipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement ("Unexpended Funds") must be returned to 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. Subrecipient shall return all Unexpended Funds to OEM within 14 days after the earlier of expiration or termination of this Agreement.
- 7. Representations and Warranties of Subrecipient.** Subrecipient represents and warrants to OEM as follows:
- a. Organization and Authority.** Subrecipient is a political subdivision of the State of Oregon and is eligible to receive the Grant Funds. Subrecipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Subrecipient of this Agreement (1) have been duly authorized by all necessary action of Subrecipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Subrecipient is a party or by which Subrecipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Subrecipient of this Agreement.
 - b. Binding Obligation.** This Agreement has been duly executed and delivered by Subrecipient and constitutes a legal, valid and binding obligation of Subrecipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
 - c. No Solicitation.** Subrecipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
 - d. NIMS Compliance.** By accepting FY 2020 funds, Subrecipient certifies that it has met National Incident Management System (NIMS) compliance activities outlined in the Oregon NIMS Requirements located through the 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 Emergency Management Performance Grant Program.
- c. **Subagreement indemnity; insurance.** Subrecipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless 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 period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.
- d. Settlement upon Termination.** Immediately upon termination under Sections 10.a.i., v. or vi., no Grant Funds shall be disbursed by OEM, and Subrecipient shall return to OEM Grant Funds previously disbursed to Subrecipient by OEM in accordance with Section 6.c and the terminating party may pursue additional remedies in law or equity. Upon termination pursuant to any other provision in this Section 10, no further Grant Funds shall be disbursed by OEM and Subrecipient shall return funds to OEM in accordance with Section 6.c, except that Subrecipient may pay, and OEM shall disburse, funds for obligations incurred and approved by OEM up to the day that the non-terminating party receives the notice of termination. Termination of this Agreement does not relieve Subrecipient of any other term of this Agreement that may survive termination, including without limitation Sections 11.a and c.

11. GENERAL PROVISIONS

- a. Indemnity.** To the extent authorized by law, Recipient 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 Recipient, 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.** Any recipient of Grant Funds, pursuant to this Agreement with OEM, shall assume sole liability for that recipient's breach of the conditions of this Agreement, and shall, upon such recipient's breach of conditions that requires OEM to return funds to the FEMA, hold harmless and indemnify OEM for an amount equal to the funds received under this Agreement; or if legal limitations apply to the recipient's indemnification ability, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. **Duplicate Payment.** Subrecipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. **No Third Party Beneficiaries.** 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. Without limiting the generality of the foregoing, Subrecipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- j. **Insurance; Workers' Compensation.** All employers, including Subrecipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Subrecipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. **Independent Contractor.** Subrecipient shall perform the Project as an independent contractor and not as an agent or employee of OEM. Subrecipient has no right or authority to incur or create any obligation for or legally bind OEM in any way. OEM cannot and will not control the means or manner by which Subrecipient performs the Project, except as specifically set forth in this Agreement. Subrecipient is responsible for determining the appropriate means and manner of performing the Project. Subrecipient acknowledges and agrees that Subrecipient is not an "officer", "employee", or "agent" of OEM, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- m. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. **Integration and Waiver.** This Agreement, including all Exhibits and referenced documents, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Subrecipient, by the signature

below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

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

SIGNATURE PAGE TO FOLLOW

CROOK COUNTY

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY
(If required for Subrecipient)

By _____
Subrecipient's Legal Counsel

Date _____

Subrecipient Program Contact:

Michael Ryan
Emergency Manager
Crook County Sheriff's Office
308 NE 2nd St
Prineville, OR 97754
541-416-3969
michael.ryan@crookcountysheriff.org

Subrecipient Fiscal Contact:

Debbie Palmer
Treasurer
Crook County
200 NE 2nd St
Prineville, OR 97754
541-447-6554
debbie.palmer@co.crook.or.us

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

By _____

Stanton Thomas
Mitigation and Recovery Services Section Manager, OEM

Date _____

APPROVAL FOR LEGAL SUFFICIENCY

By Samuel B. Zeigler via email
Senior Assistant Attorney General

Date October 13, 2020

OEM Program Contact:

Jim Jungling
Program Coordinator, OEM
Oregon Military Department
Office of Emergency Management
PO Box 14370
Salem, OR 97309-5062
503-378-3552
jim.jungling@state.or.us

OEM Fiscal Contact:

Nicki Powers
Grants Accountant, OEM
Oregon Military Department
Office of Emergency Management
PO Box 14370
Salem, OR 97309-5062
503-378-3734
nicki.powers@state.or.us

EXHIBIT A

Project Description and Budget

I. Project Description

The FY2020 EMPG Program focuses on the development and sustainment of core capabilities as outlined in the National Preparedness Strategy. Particular emphasis is placed on building and sustaining capabilities that address high consequence events that pose the greatest risk to the security and resilience of the United States. Capabilities are the means to accomplish a mission, function, or objective based on the performance of related tasks, under specified conditions, to target levels of performance. The FY2020 EMPG Work Plan identifies the specific tasks to be performed towards the development and sustainment of core capabilities in Subrecipient's jurisdiction. The funds from this agreement are meant to supplement a portion of Subrecipient's day-to-day operational costs for Emergency Management, as outlined in Subrecipient's approved Work Plan. The Work Plan may be updated upon approval by OEM.

II. Budget

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

Grant Funds:	\$68,957
Match Funds:	\$68,957
Total Budget:	\$137,914

Personnel Services - Michael Ryan	\$106,050
Personnel Services - Brandi Lange	\$42,013
General Office Supplies	\$1,000
Other Supplies	\$700
Rent	\$14,800
Phone	\$1,800
Other Utilities	\$5,000
Contractual/Professional Services Insurance	\$1,000
Maintenance Costs	\$1,000
Travel/Vehicle Expenses/Mileage	\$9,000
Training/Workshops/Conferences	\$1,500
Cost Allocations/De Minimis	\$
Other	\$
Equipment	\$
Total (Grant plus Match)	\$137,914

EXHIBIT B

Federal Requirements and Certifications

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

II. Specific Requirements and Certifications

- A. Debarment, Suspension, Ineligibility and Voluntary Exclusion.** Subrecipient certifies by accepting funds under this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from participation in this transaction by any Federal department or agency (2 CFR 200.213).
- B. Standard Assurances and Certifications Regarding Lobbying.** Subrecipient is required to comply with 2 CFR 200.450 and the authorities cited therein, including 31 USC § 1352 and *New Restrictions on Lobbying* published at 55 Federal Register 6736 (February 26, 1990.)
- C. Compliance with Applicable Law.** Subrecipient agrees to comply with all applicable laws, regulations, program guidance, and guidelines of the State of Oregon, the Federal Government and OEM in the performance of this Agreement, including but not limited to:
1. Administrative Requirements set forth in 2 CFR Part 200, including without limitation:
 - a. Using Grant Funds only in accordance with applicable cost principles described in 2 CFR Subpart E, including that costs allocable to this Grant may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations or the terms of federal awards or other reasons;
 - b. Subrecipient must establish a Conflict of Interest policy applicable to any procurement contract or subawards made under this Agreement in accordance with 2 CFR 200.112. Conflicts of Interest must be disclosed in writing to the OEM within 5 calendar days of discovery including any information regarding measures to eliminate, neutralize, mitigate or otherwise resolve the conflict of interest.
 2. USA Patriot Act of 2001, which amends 18 USC §§ 175-175c.
 3. Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 USC 2225(a).
 4. 31 USC 3729, prohibiting recipients of federal payments from submitting a false claim for payment. *See* 38 USC 3801-3812 detailing administrative remedies for false claims and statements made.
 5. 10 USC §§ 2409 and 2324 and 41 USC §§ 4712, 4304 and 4310 requiring compliance with whistleblower protections, as applicable.
 6. No supplanting. Grant Funds under this Agreement shall not replace funds that have been budgeted for the same purposes through non-Federal sources. Subrecipient may be required to

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

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

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

E. Environmental and Historic Preservation.

1. Subrecipient shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable environmental and historic preservation laws including but not limited to:
 - a. National Environmental Policy Act of 1969, as amended, 42 USC § 4321, and related FEMA regulations, 44 CFR Part 10.
 - b. National Historic Preservation Act, 16 USC § 470 et seq.
 - c. Endangered Species Act, 16 USC § 1531 et seq.

- d. Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).

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

- 2. Subrecipient shall not undertake any project without prior EHP approval by FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures, and objects that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, Subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.

- 3. For any of Subrecipient's or its contractors' or subcontractors' existing programs or activities that will be funded by these grant funds, Subrecipient, upon specific request from the U.S. DHS, agrees to cooperate with the U.S. DHS in any preparation by the U.S. DHS of a national or program environmental assessment of that funded program or activity.

F. PROCUREMENT OF RECOVERED MATERIALS. Subrecipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Recovery and Conservation Act and in accordance with Environmental Protection Agency guidelines at 40 CFR Part 247.

G. SAFECOM. If the Grant Funds are for emergency communication equipment and related activities, Subrecipient must comply with SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

H. Drug Free Workplace Requirements. Subrecipient agrees to comply with the requirements of the Drug-Free Workplace Act of 1988, 41 USC § 701 et seq., as amended, and implementing regulations at 2 CFR Part 3001 which require that all organizations receiving grants (or subgrants) from any Federal agency agree to maintain a drug-free workplace. Subrecipient must notify this office if an employee of Subrecipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment.

I. Human Trafficking (2 CFR Part 175). Subrecipient must comply with requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, 22 USC § 7104, as amended and 2 CFR § 175.15.

J. Fly America Act of 1974. Subrecipient agrees to comply with the requirements of the Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 USC § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, as amended, (49 USC § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to the Comptroller General Decision B138942.

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

“Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

2. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).
 3. Contracts awarded by Grantee in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
 4. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387).
- S. Funding Agreements.** If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and Grantee wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” Grantee must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- T. Terrorist Financing.** Subrecipient must comply with US Executive Order 13224 and US law that prohibits transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of subrecipients to ensure compliance with the EO and laws.
- U. Federal Leadership on Reducing Text Messaging while Driving.** Subrecipient is encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.
- V. Energy Policy and Conservation Act.** Subrecipient must comply with the requirements of 42 USC § 6201 which contains policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with the Act.
- W. DHS Specific Acknowledgements and Assurances.** All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.
1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
 2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. If, during the past three years, recipients have been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency (LEP)), sex, age, disability, religion, or familial status, recipients must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS FAO and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.

6. In the event courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or recipients settle a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS FAO and the CRCL office by e-mail or mail at the addresses listed above.

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

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

EXHIBIT C

Subagreement Insurance Requirements

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 State. 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:

\$500,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

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:

\$500,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

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 Subcontract. 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 Subcontract, 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 Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. 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 Subcontract. 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. Recipient agrees to periodic review of insurance requirements by OEM under this Agreement and to provide updated requirements as mutually agreed upon by OEM and Recipient.

OEM ACCEPTANCE. All insurance providers are subject to OEM acceptance. If requested by OEM, Recipient 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 200.331(a)

1. Federal Award Identification:
 - (i) Sub-recipient name (which must match registered name in DUNS): Crook County
 - (ii) Sub-recipient's DUNS number: 055495964
 - (iii) Federal Award Identification Number (FAIN): EMS-2020-EP-00004-S01
 - (iv) Federal Award Date: October 1, 2019
 - (v) Sub-award Period of Performance Start and End Date: From July 1, 2020 to June 30, 2021
 - (vi) Amount of Federal Funds Obligated by this Agreement: \$68,957
 - (vii) Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement: * \$192,487
 - (viii) Total Amount of Federal Award committed to the subrecipient by the pass-through entity: \$192,487
 - (ix) Federal award project description: Emergency Management Performance Grant (EMPG) Program provides resources to assist state, local, tribal, and territorial governments in preparing for all hazards, as authorized by the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) (42 U.S.C. 5121 et seq.).
 - (x)
 - (a) Name of Federal awarding agency: U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA)
 - (b) Name of pass-through entity: Oregon Military Department, Office of Emergency Management
 - (c) Contact information for awarding official of the pass-through entity: Andrew Phelps, Director, PO Box 14370, Salem, OR 97309-5062
 - (xi) CFDA Number and Name: 97.042, Emergency Management Performance Grants
Amount: \$5,370,008
 - (xii) Is Award R&D? No
 - (xiii) Indirect cost rate for the Federal award: 12%
2. Subrecipient's indirect cost rate: 0%

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

OREGON EMERGENCY MANAGEMENT EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG) REQUEST FOR REIMBURSEMENT (RFR)				ID Number	CFDA # 97.042	Grant Number 20-507
IN SUBMITTING THIS REPORT, I CERTIFY THAT JUSTIFICATION TO SUPPORT THESE EXPENDITURES IS CONTAINED IN OUR STATE APPROVED EMPG WORKPLAN.						
AGENCY NAME	Crook County	CONTACT	Michael Ryan		PERIOD COVERED	
MAILING ADDRESS	Emergency Management	PHONE NUMBER	541-416-3969		FROM	THROUGH
	308 NE 3rd Street	E-MAIL	michael.ryan@co.crook.or.us		July 1, 2020	June 30, 2021
CITY, STATE, ZIP	Prinville, Oregon 97754	DATE				
COST DETAIL		CURRENT PERIOD EXPENSES	TOTAL CUMULATIVE EXPENSES	BUDGET	REMAINING BUDGET BALANCES	CHECK NO. OR OTHER PROOF OF PAYMENT
Personnel Services - Michael Ryan				106,050.00	106,050.00	
Personnel Services - Brandi Lange				42,013.00	42,013.00	
Personnel Services - By Name				-	-	
Personnel Services - By Name				-	-	
Personnel Services - By Name				-	-	
Personnel Services - By Name				-	-	
General Office Supplies				1,000.00	1,000.00	
Other Supplies				700.00	700.00	
Rent				14,800.00	14,800.00	
Phone				1,800.00	1,800.00	
Other Utilities				5,000.00	5,000.00	
Contractual /Professional Services - Specify				1,000.00	1,000.00	
Maintenance Costs -Specify				1,000.00	1,000.00	
Travel/Vehicle Expenses/Mileage				9,000.00	9,000.00	
Training/Workshops/Conferences				1,500.00	1,500.00	
Cost Allocations / De Minimis				-	-	
Other - Adj to match award				(45,948.00)	(45,948.00)	
TOTAL AMOUNT EXPENDED		-	-	137,915.00	137,915.00	
FEDERAL SHARE		-	-	68,957.50	68,957.50	
PREPARED BY:		AMOUNT REQUESTED: -				
By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).						
TYPE OR PRINT NAME AND TITLE		SIGNATURE OF AUTHORIZED REPRESENTATIVE			DATE	

5

**AMENDMENT NO. 1
TO PERSONAL SERVICES CONTRACT**

This Amendment No. 1 is entered into by Snider Landscaping, LLC, LCB #8599 (hereinafter "Contractor"), and Crook County, a political subdivision of the State of Oregon (hereinafter "County"). County and Contractor are parties to that certain Personal Services Contract (hereinafter "the Agreement") for landscaping services at Crook County Road Department and parking lot.

RECITALS

WHEREAS, the Parties entered into a Personal Services Contract on April 1, 2020; and

WHEREAS, the Agreement expires by its own terms on March 30, 2021; and

WHEREAS, County and Contractor wish to continue the duration of the Agreement.

AGREEMENT

NOW, THEREFORE, in exchange for the mutual covenants contained below, Contractor and County agree as follows:

SECTION 1: The Recitals listed above are incorporated herein by reference.

SECTION 2: The duration of the Agreement is extended to March 30, 2022.

SECTION 3: Except as modified by this Amendment 1, all terms of the Agreement remain in full force and effect.

SECTION 4: This Amendment 1 may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together shall constitute one in the same instrument. Facsimiles and electronic transmittals of the signed document shall be binding as though they were an original of such signed document.

IN WITNESS WHEREOF, Contractor and County have executed this Amendment No. 1 effective April 1, 2021.

CONTRACTOR

By:

Kara Snider

Signature

Kara Snider

Printed Name

Title:

Office Manager

Date:

2/9/21

CROOK COUNTY

By:

Signature

Printed Name

Title:

Date:



Crook County

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

Senator Ron Wyden
221 Kirkson Senate Office Bldg.
Washington, DC 20510

Senator Jeff Merkley
313 Hart Senate Office Bldg.
Washington, DC 20510

RE: The River Democracy Act

March 3, 2021

As written, The Crook County Court **does not support** the efforts of the Senators to designate an additional 4700 miles of Oregon's streams and rivers as wild and scenic, as defined by the Wild and Scenic Rivers Act. Crook County is troubled by the lack of communication between it and the Senators in regards to the draft bill, "The River Democracy Act" (RDA). It is a miss-use of the Federal Wild and Scenic Rivers Act to address the issues you say you are concerned about: water quality, reducing wildfire threats, and expanding recreation access.

The process used by the Senators to identify streams was flawed, involving only a minor group of individuals and organizations. It did not include any consultation or Coordination with **local governments**, and to the best of our understanding, did not seek the input from local Federal Land Management agencies. The process ignored local Natural Resource Policies and plans. Streams and rivers appear to be listed only because someone thought they should be, without any analysis of whether or not the nominated stream or river met the criteria found in the Wild and Scenic River Act itself. The Act requires that streams and rivers nominated for listing name the 'Outstandingly Remarkable Value' (ORV) that makes the river/stream worthy of listing. The ORV must be a river-related value that is rare, unique or have an exemplary feature at a regional or national scale. The proposed legislation and supporting documents provide no indication as to why the named rivers/streams are worthy of such designation. In fact, many of the streams listed that are located in the Crooked River Basin are intermittent during portions of the year.

Your one page media brief claims the propose RDA will do the following:

- Designates nearly 4,700 miles of rivers in all corners of Oregon as "Wild and Scenic Rivers," with the goals of expanding recreation access, protecting drinking water, reducing wildfire threats, and sustaining endangered fish and wildlife species;
- Requires federal land managers to assess wildfire risks in Wild and Scenic River corridors, implement a plan to reduce wildfire risks to homes and businesses near Wild and Scenic Rivers, assist local governments mitigate wildfire risks, and restore water quality should a fire strike near a Wild and Scenic River;
- Encourages federal land managers to develop river management plans in collaboration with Native American tribes, and ensures Native American tribes have a voice in how rivers are managed; and

- Ensures valid existing rights-of-way, permits and contracts affecting federal land can continue, pursuant to the conditions of those existing rights-of-way, permits or contracts (including mining and grazing permits).
- Ensures that only federal lands are affected by Wild and Scenic designations, while protecting private property rights and water rights.

The designation in fact will do nothing to reduce wildfire threats, protect drinking water or sustain endangered fish and wildlife species. In fact, through the management limitations required under the Wild and Scenic Rivers Act, just the opposite will occur. **This proposed act will add additional layers of bureaucratic overlays, complicating an already complicated management scenario while increasing opportunities for litigation and inaction by our federal agencies to accomplish their management directives.** There will be no additional staffing nor money to manage the segments, and they will simply be words and lines on a map.

Over dense forested riparian areas will provide the necessary fuels for catastrophic consequences of uncontrolled wildfires. Exposed soil resulting from such wildfires will increase sediment in the streams and destroy critical fish habitat. With the expanded upland areas under the RDA (increase from 320 acres to 620 acres) lost resources will diminish economic benefits of our forests and public lands, not increase economic opportunities. In addition to this decreased economic benefit, the RDA provides no scientific (ecological) reason for increasing this acreage limitation. Increased recreational focus of these lands will attract the public and increase the risks to these already fragile lands.

The multiple use requirement of these public lands, as defined in the 1960 MUSYA and others, must be maintained for the economic welfare and enjoyment of our citizens and visitors. The restriction or elimination of the customary uses on proposed and existing special land use designations must be minimized. Any proposed changes must be Coordinated with local governments and others as defined through the Congressional Coordination statute.

Crook County intends to keep the special land use designations we currently have and not to support any additional designations such as those proposed under the RDA. For the health, safety, welfare and continued economic viability of our citizens, we must protect the use of public lands and water.

Crook County asserts its right to legally assert Coordination with this process. Crook County requests that the Senators schedule a public meeting with the County Court in which we may interact with you regarding this proposed legislation and so that the Citizens of Crook County may hear what you are proposing.

Thank you for your time, we look forward to hearing from you soon.

Signed Crook County Court

Seth Crawford
County Judge

Jerry Brummer
County Commissioner

Brian Barney
County Commissioner

CC: AOC

Congressman Cliff Bentz
1239 Longworth House Office Bldg.
Washington, DC 20515

Seth Crawford, Judge • Jerry Brummer, Commissioner • Brian Barney, Commissioner



PAULY, ROGERS, AND CO., P.C.
12700 SW 72nd Ave. ♦ Tigard, OR 97223
(503) 620-2632 ♦ (503) 684-7523 FAX
www.paulyrogersandcocpas.com

February 24, 2021

Crook County, Oregon
200 NE 2nd St, Ste. 100
Prineville, OR 97754

We are pleased to confirm our understanding of the services we are to provide for the year ended June 30, 2021. We will audit the basic financial statements of Crook County, Oregon as of and for the year ended June 30, 2021.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

We have also been engaged to report on supplementary information other than RSI that accompanies the financial statements. We will subject the supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole.

Any other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and for which our auditor's report will not provide an opinion or any assurance.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on (1) Internal Control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*; (2) Internal control related to major programs and an opinion on compliance with laws, regulations and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

Crook County, Oregon
February 24, 2021

The reports on internal control and compliance will each include a paragraph that states that the purpose of the report is solely to describe (1) the scope of testing of internal control over financial reporting and compliance and the result of that testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, (2) the scope of testing internal control over compliance for major programs and major program compliance and the result of that testing and to provide an opinion on compliance but not to provide an opinion on the effectiveness of internal control over compliance, and (3) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over compliance and major program compliance. The paragraph will also state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), and will include tests of the accounting records of Crook County, Oregon, a determination of major program(s) in accordance with the Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), and other procedures we consider necessary to enable us to express such opinions and to render the required reports. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to management and the governing body of Crook County, Oregon. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions to the financial statements or the Single Audit compliance opinion are other than unmodified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed our opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming opinions on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express opinions or issue a report, or withdrawing from the engagement.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the requirements of the Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). You are also responsible for making all management decisions and performing all management functions relating to the financial statements, schedule of expenditures of federal awards, and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the written representation letter our assistance with the preparation of the financial statements and schedule of expenditures of federal awards and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further you are responsible for designating an individual with suitable skill, knowledge, or experience to oversee our assistance any other nonattest services we provide; and for evaluating the adequacy and results of those nonattest services and accepting responsibility for them. Nonattest services are not conducted in accordance with *Government Auditing Standards*.

Management is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the fair presentation of the basic financial statements in conformity with U.S. generally accepted accounting principles.

Crook County, Oregon
February 24, 2021

Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (3) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). In fulfilling this responsibility, estimates and judgments by management are required to assess the expected benefits and related costs of the controls. The objectives of internal control are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or disposition, that transactions are executed in accordance with management's authorizations and recorded properly.

Management is responsible for preparation of the schedule of expenditures of federal awards in conformity with the Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for the presentation of the schedule of expenditures of federal awards in accordance with the Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance); (2) that you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with the Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance); (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions underlying the measurement or presentation of the schedule of expenditures of federal awards.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the County involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Management is also responsible for informing us of your knowledge of any allegations of fraud or suspected fraud or illegal acts affecting the County received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the County complies with applicable laws, regulations, contracts, agreements and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

Management is responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. We understand that you will provide us with such information required for our audit and that you are responsible for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information needed to perform an audit under the Uniform Guidance, (3)

Crook County, Oregon
February 24, 2021

additional information that we may request for the purpose of the audit, (4) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence, and if applicable, (5) unrestricted access to component information, persons at components (including management and those charged with governance, or component auditors, if applicable). Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. We will advise you about appropriate accounting principles and their application and will assist in the preparation of your financial statements, but the responsibility for the financial statements remains with you. That responsibility includes the establishment and maintenance of adequate records and effective internal control over financial reporting, the selection and application of accounting principles, and the safeguarding of assets. Management is responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. Management agrees to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken on to address significant findings and recommendations resulting from those audits, attestation engagements performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing information.

We will provide you with an auditor's assistance package prior to our arrival at each stage of fieldwork. This package will detail the schedules and information that we expect your employees to have prepared by the time we arrive. We understand that your employees will have all auditor assistance package items ready and will type all confirmations we request and will locate any invoices selected by us for testing. *The fee for the examination is based on the completion of these supporting schedules and providing other assistance on a timely basis.*

Schedules and Financial Statements Prepared by Management

Management is responsible for ensuring that all accounts are reconciled, preparing the financial statements and all supplementary schedules, preparing the notes to the financial statements, and preparing and reviewing the management's discussion and analysis section. Our responsibility is to audit the financial statements, which includes a review of the notes to the financial statements. Any additional work to assist with the work listed above or any other requested work will be billed at our hourly rate. We will obtain approval of any additional fees before we begin any extra work. We have included our fees for assistance in preparation of the financial statements and notes in our fee section below.

General Audit Procedures

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse. Because an audit is designed to provide reasonable, but not absolute, assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements (whether caused by errors or fraud), illegal acts, misappropriation of assets, or noncompliance may exist and not be detected by us. Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations, immaterial illegal acts, or illegal acts that do not have a direct effect on the financial statements or major programs. However, we will inform you of any material errors and abuse that come to our attention and any fraud that comes to our attention. We will also inform you of any illegal acts that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to matters that might arise during any later period for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

Audit Procedures – Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statement and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

Crook County, Oregon
February 24, 2021

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, Government Auditing Standards, and the Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

We will obtain an understanding of the design of the relevant controls and whether they have been placed in operation, and we will assess control risk. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Tests of controls relative to the financial statements are required only if control risk is assessed below the maximum level. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to Government Auditing Standards.

The Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the major programs. The purpose of these procedures will be to express an opinion the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of Crook County, Oregon in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Audit Administration, Fees and Other Items

Kenny Allen is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

Crook County, Oregon
February 24, 2021

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

At the conclusion of the engagement, we will provide copies of our reports to various local and state agencies, as they require. However, it is management's responsibility to submit these reports. At the conclusion of the engagement, we will provide information to management as to where the reporting packages should be submitted and the number to submit. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The County hereby indemnifies Pauly, Rogers and Co., P.C. and its partners, principals and employees and holds them harmless from all claims, liabilities, losses and costs arising in circumstances where there has been a knowing misrepresentation by a member of the County's management, regardless of whether such person was acting in the County's interest. This indemnification will survive termination of this letter.

The workpapers for this engagement are the property of Pauly, Rogers and Co., P.C. and constitute confidential information. However, we may be requested to make certain information available to grantor agencies pursuant to authority given to it by law or regulation. We will notify you of any such requests. If requested, access to such workpapers will be provided under the supervision of Pauly, Rogers and Co., P.C. personnel. Furthermore, upon request, we may provide photocopies of selected workpapers to grantor agencies. The grantor agency may intend, or decide, to distribute the photocopies or information contained therein to others, including other governmental agencies.

The workpapers for this engagement will be retained for a minimum of five years after the date the auditors' report is issued or for any additional period requested by a federal awarding agency or pass-through entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the workpapers.

Our fees for these services will be based on the actual time spent at our standard hourly rates, plus travel and other out-of-pocket costs such as report production, typing, postage, etc. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered as we progress through the audit and are payable upon presentation. The fees for our services should not exceed the following:

Audit Services:

Financial Statement Audit	\$ 39,000
Single Audit	3,600
Total	<u>\$ 42,600</u>

This fee includes up to 15 bound copies of the report plus one unbound copy. Additional copies will be billed at the rate of \$40 per copy. This fee is based on the anticipated cooperation from your personnel and on the assumption that the books will be closed, balanced, reconciled, with all material accruals recorded, all auditor requested information prepared prior to our arrival, and that unexpected circumstances will not be encountered during the audit. Our fee is also based upon the scope of work that was done in the previous year. If there is additional activity this year, beyond the scope of last year's work, we will need to charge for that additional work. We will give you a change of scope letter explaining the added work and our estimated fees, which must be signed by you, before we

Crook County, Oregon
February 24, 2021

can continue the engagement or before we perform the additional work. Additional time may be necessary due to work which is beyond the scope of the engagement indicated above. Such work could include, but is not limited to, additional agreed upon procedures, audit testing required under the Single Audit Act Amendments of 1996 that was not previously specified, and reconciliations and/or adjustments needed to bring financial statements into conformity with generally accepted accounting principles. The additional time will be billed at our standard hourly billing rates for the individuals who perform those services.

If the County does not have substantially all items on the preparation list available and ready for audit, including all accounts reconciled, the County must contact us to re-schedule the audit. Cancellation for any reason must be communicated to the in-charge auditor at least three days prior to the first scheduled date of fieldwork, otherwise a mobilization fee of \$500 will be charged to the County. If the audit team arrives at the County's offices to conduct fieldwork and finds that the books and records are not adequately prepared for audit, the audit team will have to re-schedule fieldwork until such time that the County's books and records are adequately prepared for audit and a mobilization fee of \$500 will be charged to the County.

Upon issuance of any invoices, there is a 30 day grace period for payment before a finance charge is assessed on any outstanding balance. Should any outstanding balance for our services exceed 31 days, you will be notified in writing of the balance due for the specified work performed, and we will perform no further services until we are paid in full. A total of three letters will be sent before we begin collection procedures after 120 days. You agree to reimburse us for all administrative, collection service, attorney, and other related filing fees and costs associated with the collection of our fees.

Requests to present the annual financial report to the board of governance or delegated committee will be assessed based on the availability of management during the time requested. An additional fee may be assessed for the presentation based on travel expenses, and time spent for travel, preparation and the presentation. The utilization of a virtual meeting (conference phone call or Skype) may result in a lower presentation fee.

Any claim arising out of services rendered to this agreement shall be resolved in accordance with the laws of the State of Oregon. It is agreed by the County and Pauly, Rogers and Co., P.C. or any successors in interest that no claim arising out of services rendered pursuant to this agreement by or on behalf of the County shall be asserted more than two years after the date of this engagement report issued by us.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained on those sites or to consider the consistency of other information in the electronic site with the original document.

We have provided staff to work with your County as auditors. In the future, you may decide that you need the services of one or more full-time employees for this work. At that time, we can assist you in identifying qualified individuals. However, because of the knowledge that our staff has obtained about your County, you may wish to hire one or more of them. If this should occur, we will charge you a recruiting fee equivalent to twenty percent of the annual salary offered to our employee to compensate us for the loss of our valued and extensively trained employee.

Crook County, Oregon
February 24, 2021

We appreciate the opportunity to be of service to Crook County, Oregon and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. This letter will continue in effect until canceled by either party per the terms of our original contract.

Sincerely,



Kenny Allen, CPA
PAULY, ROGERS AND CO., P.C.

Signature: _____

Title: _____

Date: _____

8



Crook County Counsel's Office

Mailing: 300 NE Third St., Prineville, OR 97754 • Phone: 541-416-3919
Physical: 267 NE 2nd St., Ste 200, Prineville, OR 97754 • Fax: 541-447-6705

MEMO

TO: Crook County Court

FROM: John Eisler, Asst. County Counsel

DATE: February 26, 2021

RE: CM/GC Contract with Kirby Nagelhout Construction Co.
Our File No.: Ct. Contracts 281(A)

At our last County Court Meeting, the Court named Kirby Nagelhout Construction Company the highest ranked bidder in the County's request for proposals for a CM/GC to construct the planned Justice Center. Negotiations went smoothly and the contract is attached.

The contract contemplates two phases: pre-construction and construction. A new Guaranteed Maximum Price amendment will need to be executed to initiate the construction phase. The total for this pre-construction phase is an amount not to exceed \$59,000, which will take us to 50% construction documents. The County's architect on this project, Pinnacle Architecture, has a first phase that goes up to the bond measure election; the first phase in this GM/GC contract will extend beyond that. However, should the voters not pass the bond measure, and the County decides to cancel or postpone the project, the County may terminate this contract at any time during phase one for convenience with seven days' notice and compensate Kirby for only the work already performed.

Please let me know if you have any questions.

Please place this memo and the attached document(s) on the Wednesday, March 3, 2021 County Court Agenda as a CONSENT ITEM, for approval and signatures.

Approved this 3rd day of March 2021.

CROOK COUNTY COURT

Seth Crawford
County Judge

Jerry Brummer
County Commissioner

Brian Barney
County Commissioner

8



City of Prineville

387 NE THIRD STREET ♦ PRINEVILLE, OREGON 97754

COMMUNITY DEVELOPMENT

Phone: (541)447-2367

FAX: (541) 447-5628

EMAIL: jsmith@cityofprineville.com

Web Site: www.cityofprineville.com

2/23/2021

Re: Stone Ridge Terrace Phase II Plat

The City is requesting the signatures of the County Commissioners for the Stone Ridge Terrace Phase II subdivision plat at their March 3rd meeting. This subdivision is located south of Mariposa Ave. on Brookstone Dr. It is the City's understanding that signatures from all three of the County Commissioners is required with a subdivision plat even within the City limits. This is presumably due to the dedication of street right-of-way being removed from the tax rolls.

Feel free to contact me with any questions.

Joshua Smith
Planning Director