

CROOK COUNTY WORK SESSION

Administration Conference Room
203 NE Court Street, Prineville, OR

Tuesday April 6, 2021 at 9 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: 623 057 025
Meeting Password: zRNvGMYM286

Discussion Items

	<i>Requester's Name</i>	<i>Matter</i>	<i>Docs in Packet?</i>
1	Katie Plumb	COVID-19 Update (if any)	
2	Ann Beier Bob O'Neal	Draft re: Majestic View Road Standards	✓
3	Eric Blaine	Review Memo/Letter from County Court re Placement of Agenda Items for Regular Court Meetings and Work Sessions	✓
4	Eric Blaine	Quadrennial Audit of Solid Waste Franchise	
5	Eric Blaine	Crook County Wildfire Damage Management	✓

Executive Discussion Items

	<i>Requester's Name</i>	<i>Matter</i>	<i>Docs in Packet?</i>
Exec #1			

Items placed on the Work Session agenda are intended for discussion only, without making decisions or finalizing documents unless an emergency exists.

**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.*

Requests to be placed on the Work Session agenda are due at 5 p.m. on Thursday before the Work Session

April 6, 2021 Work Session Agenda Items

March 22, 2021

TO: Crook County Court

FROM: Ann Beier, Community Development Director
Robert O'Neal, Crook county Road Master

SUBJECT: Road Standards Exception – Majestic View

County Court considered a request for an exception to the County's road standards for a paving project on Majestic View at the March 9, 2021 work session. Representatives from the Majestic View neighborhood attended the meeting. They have a road district and want to improve the road by paving it. The existing gravel road is 20 feet wide. They requested information on the County's road standards for the paving project.

Majestic View lots were created in the early 2000s through a series of land partitions. Because lots were created through the partition process rather than as a subdivision, roads were constructed to meet the County's standards for driveways. The road serves eight 40-acre lots. If it had been developed as a subdivision, we would have required that it meet the standards for a road with 21-99 ADT (Average daily trips). (To calculate ADT, it is assumed that each home will generate four trips per day. For this area, we are assuming that the 8 lots generate 4 trips/day or 32 trips). The standard requires a 24' wide paved section that is 4' thick with 6' of aggregate base.

The County Court and Road Master discussed the appropriate standard for this situation. It was suggested that a road 20' wide with 4" pavement would be sufficient. The 20' wide paved section allows for two vehicles to pass at the same time. The Court recognized that this would be an exception to the required road standard and asked staff to document why an exception could be granted in this situation.

First, the development was created as a series of land partitions that did not require the higher road standards when approved. Second, there is currently no land use proposal in the development that would trigger the higher road development standards. Third, the proposed width will allow passage of two cars and the base layer and pavement requirements will support emergency vehicles.

The intent is not to change the County road standards nor to allow new developments to take exceptions to the standards. The exception here is limited to this situation (pre-existing lots and homeowner motivated improvements).

There is a need to address situations where serial partitions allow for development of substandard roads throughout the County. One option that was discussed was adopting code language requiring road right of way to be dedicated at the beginning of a partition process to ensure that road standards could be met with future development



Crook County

Mailing: 300 NE 3rd Street • Prineville, Oregon 97754
 Physical: 203 NE Court Street • Prineville, Oregon 97754
 Phone (541) 447-6555 • FAX (541) 416-3891

DATE, 2021

Re: Guidance on placing matters on the agenda for County Court meetings and weekly work session meetings

We thought it would be helpful to provide written guidance on when and how to place matters on the agendas for the twice-monthly County Court meetings and the weekly work sessions. Some matters are better resolved at regular meetings. Other matters can be discussed at either meeting equally well.

1. The General Rule

The general rule for agenda items is that if a decision needs to be made by the County Court, such as approving an agreement, making a motion, or otherwise making a firm commitment on behalf of the County, it is best to have those matters on the agendas of regular (twice-monthly) County Court meetings.

The regular meetings are meant for such decisions, and the format is ideal for resolving these matters.

On the other hand, if what is needed is guidance on how to proceed with a project, or something else short of a formal commitment by the County Court, those may be resolved at either the work sessions or the regular meetings.

Example: *If the County Court needs to consider which of three bidders to award a contract to, and then approve the contract, that is best resolved at a regular meeting. This requires the County Court to make a motion and legally bind the County.*

If the question to the County Court is whether they'd prefer a project be handled within the department or through hiring an outside contractor, that can be resolved at either type of meeting. The commissioners are providing directions to staff, but this does not require any kind of formality or binding commitment made to another person or entity. The contract itself would eventually be approved at a regular meeting.

Where the matter at hand is especially important, such as contracts involving millions of dollars of public funds, the strongly preferred venue is a regular meeting.

Matters requiring public hearings, such as the adoption of ordinances, should be reserved for regular meetings if at all possible. In part, this is to afford the general public with as much prior warning that an ordinance will be considered as reasonably possible under the circumstances.

2. Exceptions

From time to time, issues arise where the normal meeting agenda process is not optimal. The County Court would like to avoid these occurrences. However, if one of these circumstances arise, and there is utility in having a matter on a work session agenda for formal approval by the County Court, please observe the following procedures:

A. Emergencies: For the purpose of this memo, “emergency” refers to a situation which may pose a risk to health, life, or safety, or present some other meaningful harm. The risk in question does not have to be high, necessarily, but it should be something more than merely conjectural. Where delaying a matter until a regular meeting may increase this risk, it is appropriate to ask that the matter be resolved at a work session.

If such an emergency arises, please let the Admin office know that the County Court will be asked to consider a formal decision on an emergency basis. Please also let the Admin office know what the emergency may be – this will help make certain that the matter is given the attention and priority it deserves.

Please note: the mere convenience of County personnel never qualifies as an emergency.

Please also note: if there is a danger to health, life, or safety, the County Court may also be able to schedule a separate, emergency meeting. If your matter may qualify, please speak to your Commissioner liaison to see whether this may be the best solution.

B. Non-emergency, but urgent matters: There may be a variety of important matters for which the County Court may need to act before the next regular meeting can occur. Examples can include: approving letters to the legislature for forthcoming committee meetings; important contracts where the other party demands a decision on an unreasonably short timeframe; or authorizations for hiring of important, vacant positions.

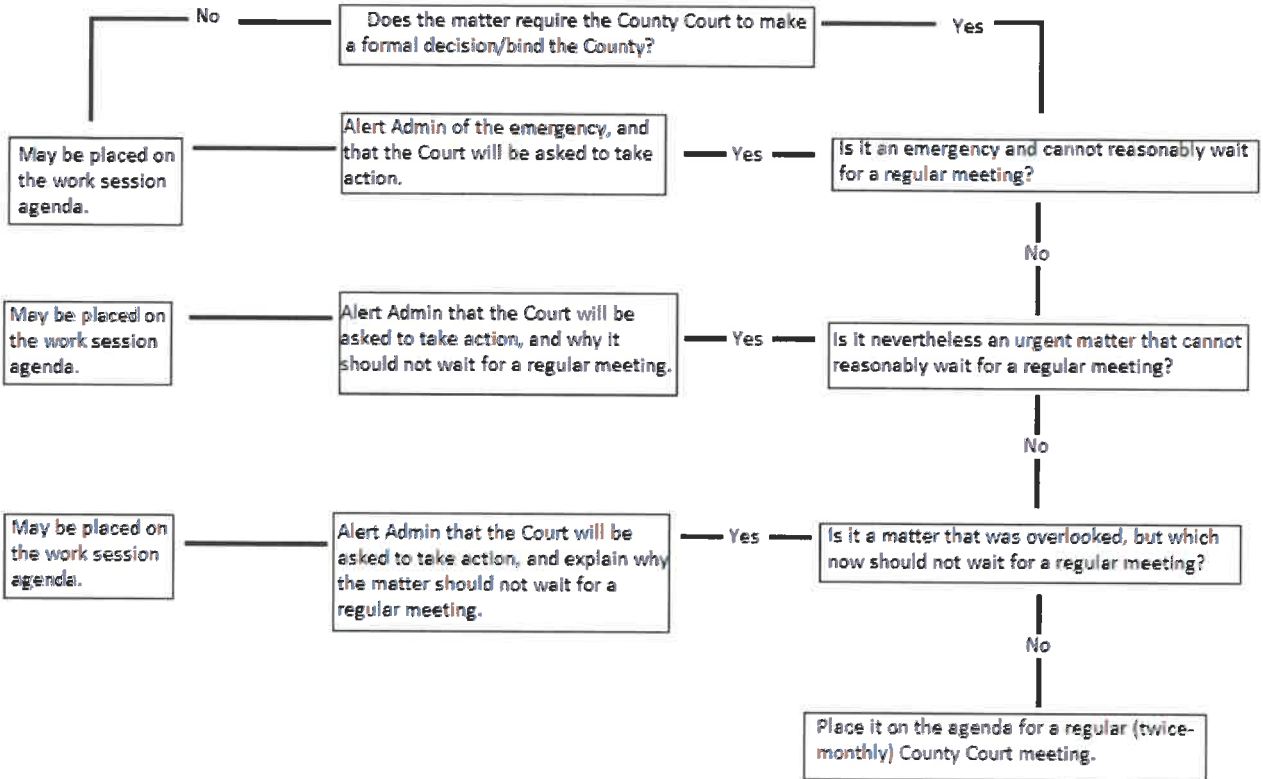
For these matters, please let the Admin office know that the County Court will be asked to consider a formal decision, and why it is not feasible to wait until the next regular meeting.

C. Mistakes and errors: From time to time, all of us will overlook a matter that probably ought to have been on an agenda for a regular meeting. The County Court understands that this will inevitably happen. If possible, the best solution is to wait for another regular meeting to consider the matter.

If, however, under the circumstances that type of delay is not reasonably possible, especially when it will delay or limit the provision of services to the public, the County Court can consider the matter at a work session.

The County Court would like to avoid these “mulligans” as much as possible, and reserve the majority of decisions for regular meetings. When the need arises, please alert the Admin office that the County Court will be asked to make a decision, and then at the meeting itself, explain why the matter was not postponed until the next regular meeting.

3. Flow Chart



For Crook County, Oregon

Seth Crawford, County Judge

Jerry Brummer, County Commissioner

Brian Barney, County Commissioner

Crook County Counsel's Office

267 NE 2nd St., Ste 200 • Prineville, Oregon 97754 • (541) 416-3919 • FAX (541) 447-6705

MEMO

**For Work Session
April 6, 2021**

TO: Crook County Court

FROM: Crook County Legal Counsel's Office

DATE: April 4, 2021

RE: *Crook County Wildlife Damage Management Services*
Our File No.: Ct. Contracts 157(A)

The County has a longstanding relationship with the USDA for wildlife damage management services. Last year, due to lack of funding for ODFW/ODA, the County's cost for participating in the USDA-APHIS program increased from \$47,000 to \$59,000. The County recently received a budget request for FY21/22 at the same \$59,000 level.

Recently, the County received a proposal from Jon Belozar of Belozar's Outdoor Enterprise, LLC to provide substantially similar services. The purpose of this memo is to assist the County in determining which direction to go for its wildlife management services for the next year. Enclosed with this memo you will find the proposal and contract from Belozar as well as the recently received USDA budget request.

The Contract

Belozar's contract appears to be a fill-in-the-blank form from the internet. My main concern with the contract isn't what it says; it's the things it doesn't say that concern me, especially compared to our current agreement. The scope—exactly what will be done, what the time commitments are, etc.—is lacking. This is particularly significant, as the contract does not provide an option to terminate unless a party is in breach or committed an act that exposed the other party to liability. Establishing breach of such a vague contract is a difficult thing to do. My point with that is, should Belozar's services be deficient, the County would likely remain stuck in the agreement until it expired by its own terms. These concerns could be overcome by replacing Belozar's contract with the County's standard personal services contract and including a more comprehensive scope of services.

Cost

The two breakdowns of expenses are pasted below (USDA APHIS is above Belozar). The total cost is the same for both USDA and Belozar. What is interesting to me is the different allocation in costs. Note the \$47k for vehicle expenses (including 40k miles at \$1.15/per) for Belozar; USDA APHIS's charge for this is less than \$8k. Conversely, USDA APHIS categories such as "Other Services," "Equipment," "Indirect Costs," etc., don't give us much information to understand what we're getting for the money. Belozar lists \$16k for various animal expenses, which is helpful, though I'm not sure how accurate those estimates are since Belozar has never performed these services for these counties.

Cost Element	Cost to Cooperator	Cost Share (Paid by Federal and State)	Full Cost
Personnel Compensation	\$ 30,241.33	\$ 18,788.56	\$ 49,029.89
Travel	\$ -	\$ -	\$ -
Vehicles	\$ 7,807.59	\$ 2,087.62	\$ 9,895.21
Other Services	\$ 5,547.07	\$ -	\$ 5,547.07
Supplies and Materials	\$ 2,255.90	\$ -	\$ 2,255.90
Equipment	\$ 550.00	\$ -	\$ 550.00
Subtotal (Direct Charges)	\$ 46,401.89	\$ 20,876.18	\$ 67,278.07
Pooled Job Costs	11.00% \$ 5,104.21		\$ 5,104.21
Indirect Costs	16.15% \$ 7,493.91		\$ 7,493.91
Aviation Flat Rate Collection	\$ -		\$ -
Agreement Total	\$ 59,000.00	\$ 20,876.18	\$ 79,876.18

Contract Proposal for Fiscal Year July 1, 2021 through June 30, 2022

Vehicle Expense

2021 F-450 diesel 4x4	40,000 miles annually at 1.15 per mile	\$46,000.00
Repairs/upkeep of horse rack		\$1,000.00
Total Vehicle Expenses		\$47,000.00

Work Related Animal Expenses

Shoing @ \$80.00 x 4 \$320.00 x 6		\$1,920.00
Hay 15 tons @ \$200 per ton		\$3,000.00
Grain \$11.00 x 40, 50lb. bags		\$440.00
Dog food \$625.00 per pallet x 8		\$5,000.00
Shots and wormers (dogs and mules horses)		\$1,000.00
Vet Bills (2020 total \$6,540.00, average \$4,500.00 to \$6,000.00)		\$5,000.00
Total for Work Related Animal Care		\$16,360.00

Liability Insurance

\$2,500.00

Sub Contract Work - for ground control (coyotes, beavers, urban nuisance animals)

Crook Co.	400 hours @ \$30.00	\$12,000.00
Wheeler Co.	200 hours @ \$30.00	\$6,000.00
Jefferson Co.	100 hours @ \$30.00	\$3,000.00
Total for Sub Contracted Services		\$21,000.00

Contract Helicopter Services

Crook Co.		\$10,000.00
Jefferson Co.		\$3,000.00
Wheeler Co.		\$3,000.00
*Total for Contract Helicopter Services		\$16,000.00

Shotgun shells for aerial hunting \$208.00 per flat (250) x 5 flats		\$1,040.00
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Total Program Cost **\$103,900.00**

Crook County Court

RE: *Crook County Wildlife Damage Management Services*

April 1, 2021

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Logistics

The Belozzer proposal includes services for Crook, Jefferson, Wheeler, and Wasco counties. The cost breakdown only lists Crook, Jefferson, and Wheeler (no Wasco). I didn't find anything in the file to determine if the above counties are all part of the current USDA APHIS agreement. My point is that I don't know how things would play out if Jefferson and Wheeler counties went with one provider and Crook the other.

Should the County decide to switch to Belozzer, it would need to terminate the contract with USDA APHIS. The APHIS contract expires by its terms on June 30, 2023. Any party can terminate on 60 days' notice. The agreements coincide with the fiscal year, such that if the County wants a clean transition to Belozzer, it should deliver notice of termination to USDA APHIS on May 1, 2021.

Final Thoughts

On paper, I don't see a significant benefit to switching to Belozzer. The cost is the same and Belozzer, at least on paper, is the riskier choice. However, I don't know Belozzer or his history or if his services would be expected to be superior to that currently provided. For those, I defer to someone with personal knowledge. From my legal review, with a more comprehensive contract for Belozzer, I think a transition to Belozzer would be fine if that was the Court's decision.

Please let me know if you have any questions or how you'd like me to proceed.

Belozer's Outdoor Enterprises, LLC
541-460-2069

P.O. Box 428, Maupin, OR 97037
jon@belozerswhitewaterfishing.com

Belozer's Outdoor Enterprises, LLC
Oregon State Business Registry #177946192
Contract Proposal for Wildlife Damage Management

Dear County Officials,

February 8, 2021

Thank you for the opportunity to present this contract for wildlife damage management for Crook, Jefferson, Wheeler and Wasco counties. This has been a cooperative program with the counties sharing resources and funding them as a group. Instead of one county having to fund the whole cost of a field employee in each county, this program has been funded in this fashion for many years.

This contract presents a proposal that will outline the funds needed to provide these services which include: protection of agriculture, human health and safety threats posed by large carnivores, and the protection of public and private property. Belozer's Outdoor Enterprises (BOE) will maintain a 2 million dollar liability insurance policy and will name the counties as additional insureds.

BOE is certain that we can provide a superior service without the added costs and constraints that are included by using the current government program. That legacy program charges a 27% administrative fee on all funds provided by the counties. You as counties and the tax payers of Central Oregon derive little benefit from paying that 27% to a government agency. In these Central Oregon Counties at current funding levels that is \$35,012.00 dollars per year. We can demonstrate that we will use every dollar of that money supporting field personnel and providing service to the taxpayers of Central Oregon.

The current government run program touts itself as a cooperative funded program, but if you truly look at the numbers and the costs incurred by the counties it is apparent that you as counties pay for majority of the program. We will provide records of our work to ensure you understand the service you are receiving. Our goal is to be the most effective and efficient wildlife control operation in central Oregon.

BOE is owned and operated by Jon and Janine Belozer. Jon has been a wildlife control specialist his entire adult life the last 36 years right here in Central Oregon. Janine Belozer, Jon's wife, is a former Army UH -60 Blackhawk pilot, disabled vet and continues to work in the aviation industry.

BOE is a Central Oregon based and owned small business that resides and contributes to the economy of Central Oregon every day. All of our major purchases including vehicles, tires, flat beds, winch bumpers and fuel throughout the year are all purchased locally. The hay and grain for our working stock, veterinary services and supplies are all purchased right here in Central Oregon as well. Belozer's Outdoor Enterprises feel that it is important to give back as much as possible to the communities that support us.

Jon Belozer is also an agent of ODFW and maintains professional working relationships with private landowners, county sheriff's offices, ODFW, local Police Departments and numerous state and federal agencies.

Jon Belozer

Contract Proposal for Fiscal Year July 1, 2021 through June 30, 2022

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Total Program Cost

\$103,900.00

Belozer's Outdoor Enterprises, LLC
541-460-2069

P.O. Box 428, Maupin, OR 97037
jon@belozerswhitewaterfishing.com

Total available funding from all Counties	\$125,250
Crook County	\$59,000
Total Annual Profit (wages for Belozer's Outdoor enterprises)	<u>\$21,350.00</u>

*Note on contract helicopter services, Belozer's Outdoor Enterprises will endorse and help procure a 50% cost share of aerial hunting costs with cooperators to provide the most efficient funding for the counties to provide for aerial hunting. The goal is to ensure the most efficient and effective services for the counties and cooperators.

INDEPENDENT CONTRACTOR AGREEMENT

I. The Parties. This Agreement is made between:

Client: Crook County Oregon with a mailing address of 300 NE 3rd St. 97754, City of Prineville, State of Oregon, ("Client")

AND

Contractor: Belozers Outdoor Enterprises with a mailing address of PO Box 428, City of Maupin, State of Oregon 97037 ("Contractor").

WHEREAS the Client intends to pay the Contractor for Services provided, effective July 1st, 2021, under the following terms and conditions:

II. The Services. The Contractor agrees to perform the following: Conduct wildlife damage management, for the citizens of Crook County Oregon.

Hereinafter known as the "Services".

III. Payment. In consideration for the Services to be performed by the Contractor, the Client agrees to pay the following: (check one)

- \$____ / Hour.
- \$____ for the Services.
- Commission in the amount of: _____.
- Other: \$59,000.00 annually.

Completion shall be defined as the fulfillment of Services as described in Section II in accordance with industry standards and to the approval of the Client, not to be unreasonably withheld.

The Contractor agrees to be paid: (check one)

- At completion of the Services performed.
- On a weekly monthly quarterly basis beginning on July 15th, 2021 until the completion of the Services.
- Other: _____.

IV. Due Date. The Services provided by the Contractor shall: (check one)

- Be completed by _____, 20____.
- Not have a due date.
- Other: 1 year contract ending June 30, 2022 with optional annual renewal at the county's discretion.

V. Expenses. The Contractor shall be: (check one)

- Responsible for all expenses related to providing the Services under this Agreement. This includes, but is not limited to, supplies, equipment, operating costs, business costs,

employment costs, taxes, Social Security contributions/payments, disability insurance, unemployment taxes, and any other cost that may or may not be in connection with the Services provided Contractor.

- *Reimbursed for the following expenses that are attributable directly to the Services performed under this Agreement: _____.

*The Client will be required to pay the Contractor within thirty (30) days of any Expense after receiving an itemized expense statement from the Contractor. Upon request by the Client, the Contractor may have to show any receipt(s) or proof of purchase for said Expense(s).

VI. Liability Insurance (Minimum (\$) Amount). The Contractor agrees to bear all responsibility for the actions related to themselves and their employees or personnel under this Agreement. In addition, the Contractor agrees to obtain comprehensive liability insurance coverage in case of bodily or personal injury, property damage, contractual liability, and cross-liability ("Liability Insurance").

The minimum amount (\$) for the Liability Insurance shall: (check one)

- Be a minimum amount of combined single limit of \$2,000,000.00.
- Not have a minimum amount required.

VII. Termination. This Agreement shall terminate upon the: (check one)

- Completion of the Services provided.
- Date of _____, 20____.
- Other. 1 year contract ending June 30, 2022 with optional annual renewal at county's discretion.

In addition, the Client or Contractor may terminate this Agreement, and any obligations stated hereunder, with reasonable cause by providing written notice of a material breach of the other party; or any act exposing the other party to liability to others for personal injury or property damage.

VIII. Option to Terminate. The Client and Contractor shall: (check one)

- Have the option to terminate this Agreement at any time by providing _____ days' written notice.
- Not have the option to terminate this Agreement unless there is reasonable cause, as defined in Section VII.

IX. Independent Contractor Status. The Contractor, under the code of the Internal Revenue Service (IRS), is an independent contractor, and neither the Contractor's employees or contract personnel are, or shall be deemed, the Client's employees.

In its capacity as an independent contractor, Contractor agrees and represents: Contractor has the right to perform services for others during the term of this Agreement; Contractor has the sole right to control and direct the means, manner, and method by which the Services required by this Agreement will be performed. Contractor shall select the routes taken, starting and ending times, days of work, and order the work is performed; Contractor has the right to hire assistant(s) as subcontractors or to use employees to provide the Services required under this Agreement. Neither Contractor, nor the Contractor's employees or personnel, shall be required

to wear any uniforms provided by the Client; The Services required by this Agreement shall be performed by the Contractor, Contractor's employees or personnel, and the Client will not hire, supervise, or pay assistants to help the Contractor; Neither Contractor nor Contractor's employees or personnel shall receive any training from the Client in the professional skills necessary to perform the Services required by this Agreement; and Neither the Contractor nor Contractor's employees or personnel shall be required by the Client to devote full-time to the performance of the Services required by this Agreement.

X. Business Licenses, Permits, and Certificates. The Contractor represents and warrants that all employees and personnel associated shall comply with federal, state, and local laws requiring any required licenses, permits, and certificates necessary to perform the Services under this Agreement.

XI. Federal and State Taxes. Under this Agreement, the Client shall not be responsible for: Withholding FICA, Medicare, Social Security, or any other federal or state withholding taxes from the Contractor's payments to employees or personnel or make payments on behalf of the Contractor; Make federal or state unemployment compensation contributions on the Contractor's behalf; and the payment of all taxes incurred related to or while performing the Services under this Agreement, including all applicable income taxes and, if the Contractor is not a corporation, all applicable self-employment taxes. Upon demand, the Contractor shall provide the Client with proof that such payments have been made.

XII. Benefits of Contractor's Employees. The Contractor understands and agrees that they are solely responsible for shall be liable to all benefits that are provided to their employees, including but not limited to, retirement plans, health insurance, vacation time-off, sick pay, personal leave, or any other benefit provided.

XIII. Unemployment Compensation. The Contractor shall be solely responsible for the unemployment compensation payments on behalf of their employees and personnel. The Contractor shall not be entitled to unemployment compensation in connection with the Services performed under this Agreement.

XIV. Workers' Compensation. The Contractor shall be responsible for providing all workers' compensation insurance on behalf of their employees. If the Contractor hires employees to perform any work under this Agreement, the Contractor agrees to grant workers' compensation coverage to the extent required by law. Upon request by the Client, the Contractor must provide certificates proving workers' compensation insurance at any time during the performance of the Service.

XV. Indemnification. The Contractor shall indemnify and hold the Client harmless from any loss or liability from performing the Services under this Agreement.

XVI. Confidentiality. The Contractor acknowledges that it will be necessary for the Client to disclose certain confidential and proprietary information to the Contractor in order for the Contractor to perform their duties under this Agreement. The Contractor acknowledges that disclosure to a third party or misuse of this proprietary or confidential information would irreparably harm the Client. Accordingly, the Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of the Client without the Client's prior written permission except to the extent necessary to perform Services on the Client's behalf.

Proprietary or confidential information includes, but is not limited to: The written, printed, graphic, or electronically recorded materials furnished by Client for Contractor to use; Any

written or tangible information stamped "confidential," "proprietary," or with a similar legend, or any information that Client makes reasonable efforts to maintain the secrecy of business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries, and improvements of any kind, sales projections, and pricing information; and information belonging to customers and suppliers of the Client about whom the Contractor gained knowledge as a result of the Contractor's Services to the Client. Upon termination of the Contractor's Services to the Client, or at the Client's request, the Contractor shall deliver to the Client all materials in the Contractor's possession relating to the Client's business. The Contractor acknowledges any breach or threatened breach of confidentiality that this Agreement will result in irreparable harm to the Client for which damages would be an inadequate remedy. Therefore, the Client shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach of confidentiality. Such equitable relief shall be in addition to the Client's rights and remedies otherwise available at law.

XVII. Proprietary Information. Proprietary information, under this Agreement, shall include:

The product of all work performed under this Agreement ("Work Product"), including without limitation all notes, reports, documentation, drawings, computer programs, inventions, creations, works, devices, models, work-in-progress and deliverables will be the sole property of the Client, and Contractor hereby assigns to the Client all right, title and interest therein, including but not limited to all audiovisual, literary, moral rights and other copyrights, patent rights, trade secret rights and other proprietary rights therein. Contractor retains no right to use the Work Product and agrees not to challenge the validity of the Client's ownership in the Work Product;

Contractor hereby assigns to the Client all right, title, and interest in any and all photographic images and videos or audio recordings made by the Client during Contractor's work for them, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings; and The Client will be entitled to use Contractor's name and/or likeness in advertising and other materials.

XVIII. No Partnership. This Agreement does not create a partnership relationship between the Client and the Contractor. Unless otherwise directed, the Contractor shall have no authority to enter into contracts on the Client's behalf or represent the Client in any manner.

XIX. Assignment and Delegation. The Contractor may assign rights and may delegate duties under this Agreement to other individuals or entities acting as a subcontractor ("Subcontractor"). The Contractor recognizes that they shall be liable for all work performed by the Subcontractor and shall hold the Client harmless of any liability in connection with their performed work.

The Contractor shall be responsible for any confidential or proprietary information that is shared with the Subcontractor in accordance with Sections XVI & XVII of this Agreement. If any such information is shared by the Subcontractor to third (3rd) parties, the Contractor shall be made liable.

XX. Governing Law. This Agreement shall be governed under the laws in the State of Oregon.

XXI. Severability. This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

XXII. Breach Waiver. Any waiver by the Client of a breach of any section of this Agreement by the Contractor shall not operate or be construed as a waiver of any subsequent breach by the Contractor.

XXIII. Additional Terms and Conditions. Belozers Outdoor Enterprises, LLC #177946192 will give reports to the county upon request but no less than annually.

XXIV. Entire Agreement. This Agreement, along with any attachments or addendums, represents the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the Employer and Employee.

Client's Signature _____ **Date** _____

Print Name _____

Contractor's Signature _____ **Date** _____

Print Name _____



United States Department of Agriculture

United States
Department of
Agriculture

Wildlife Services

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

Date March 31st, 2021

Crook County Court
C/O Eric Blaine
300 NE 3rd St
Prineville, OR 97554

Subject: FY 2021-2022 Wildlife Services Budget Request

Dear Crook County,

USDA-APHIS-Wildlife Services (WS) appreciates the support of Crook County and the opportunity to provide service to individuals in the County. WS is grateful for the collective support of the Association of Oregon Counties (AOC), our individual county partners, cooperators, and many stakeholders who have made their support of our services known as we start this budget session. Our assistance with wildlife conflicts is primarily focused on livestock and other agricultural resource protection but also includes wildlife threats to human health and safety, protection of public and private property and assisting agencies with natural resource protection. The intent of this letter is to convey information that will assist with the County's budget planning process for the upcoming county fiscal year.

Our proposed budget request (see attachment) for July 1, 2021 – June 30, 2022 is **\$59,000**. This funding request indicates the amount needed to maintain the current level of service you are receiving. Once the county commission approves the budget amount, please let us know and we will send you a final agreement for signature. We do need a commitment or letter of intent by June 30th, to ensure we can continue services beyond June 30th.

The attached budget sheet identifies the amount of state and federal funds anticipated to offset the costs to the county. The amount of state and federal funds will be confirmed when the respective budgets are finalized and approved. The state and federal funds are distributed equitably to the participating counties. The equitable distribution of the state and federal funds ("Shares") is proportional to the amount of funding provided by each county. Counties that pay more for service, receive more in shares.

WS is keenly aware of the funding challenges County Officials are faced with and are committed to respond to your requests for assistance. We continue to work with

federal and state agencies to ensure we provide sound wildlife damage management actions that are consistent with applicable federal and state laws, including the Endangered Species Act. We will collaborate with you on the budget process and make reasonable adjustments, if needed, to continue our long-standing relationship with Crook County and provide the best level of service we can with such adjustments.

I want to thank your county for the continued support of the USDA-APHIS-Wildlife Services program. That support is vital to our combined ability to provide services to individuals throughout the state. WS looks forward to continuing to serve the County to the best of our ability. Please note, Dave Williams, who served as the WS State Director for 23+ years, retired in December. In the interim, contact the USDA-WS Oregon State Office, Assistant State Director Kevin Christensen at (503) 329-9819 or District Supervisor Shane Koyle at (541-963-7947) should you have any questions.

Sincerely,

Shane Koyle
District Supervisor

Attachments: Financial Plan Crook County

CC: Lauren Smith, AOC Legislative Manager

FINANCIAL PLAN

For the disbursement of funds from

Crook - County

to

USDA APHIS Wildlife Services

for

Predator Management: coyote, bear, cougar etc.

from

7/1/2021

to

6/30/2022

Cost Element	Cost to Cooperator	Cost Share (Paid by Federal and State)	Full Cost
Personnel Compensation	\$ 30,241.33	\$ 18,788.56	\$ 49,029.89
Travel	\$ -	\$ -	\$ -
Vehicles	\$ 7,807.59	\$ 2,087.62	\$ 9,895.21
Other Services	\$ 5,547.07	\$ -	\$ 5,547.07
Supplies and Materials	\$ 2,255.90	\$ -	\$ 2,255.90
Equipment	\$ 550.00	\$ -	\$ 550.00

Subtotal (Direct Charges)	\$ 46,401.89	\$ 20,876.18	\$ 67,278.07
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Pooled Job Costs	11.00%	\$ 5,104.21		\$ 5,104.21
Indirect Costs	16.15%	\$ 7,493.91		\$ 7,493.91
Aviation Flat Rate Collection		\$ -		\$ -
Agreement Total		\$ 59,000.00	\$ 20,876.18	\$ 79,876.18

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed: \$59,000.00. The Cost Share amount is \$20,876.18. This is an estimate based on available State and Federal funding and may be adjusted accordingly.