



# CROOK COUNTY COURT AGENDA

Tuesday, December 19, 2023 at 9:00 am

City Hall | 387 NE Third Street | Prineville OR

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

Meeting ID: 981 7361 2010; Passcode: 033745

## PUBLIC COMMENT

## CONSENT AGENDA

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

1. **Review of updated IGA for ePermit System**
2. **Consider approval of Amendment # 2 to Infeasible Right To Use (IRU) agreement with PrineTime Internet Solutions, LLC, for County facilities fiber connections**
3. **Justice Center was awarded Pacific Power E-Mobility Grant**
4. **Human Resources Roadmap**

## DISCUSSION

5. **Consider appointment of Susan Hermreck to Commissioner Position #1**

Requester: Andy Parks

6. **Community Development Strategic Plan**

Requester: Will VanVactor

Community Development Director

7. **2023-25 Victims Of Crimes Act Grant Agreement**

Requester: Julie Martinez

Victim Assistance Program Supervisor

8. **Goods and Services Contract TEC Equipment**

Requester: Rebecca Keegan

9. **Order 2023-48, County policy on property tax foreclosure overage payment management**

Requester: Eric Blaine

County Counsel

**10. Juvenile Crime Prevention Fund Reinstatement and Amendment 1**

Requester: Erika Frickey

Juvenile Director

**ADMINISTRATOR REPORT**

**COURT MEMBER UPDATES**

**EXECUTIVE SESSION**

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

**NOTICE AND DISCLAIMER**

The Crook County Court is the governing body of Crook County, Oregon, and holds 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 may be added, removed, or changed between when this file is posted online and when the County Court meeting is held. The material contained herein may be changed at any time, with or without notice.

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

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

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

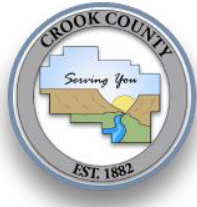
Additional items may be discussed that arise too late to be included as a part of this notice. For information about adding agenda items, please contact the County Administration office at 447-

6555. Assistance to handicapped individuals is provided with advance notice.

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Contact: Seth Crawford (seth.crawford@co.crook.or.us (541) 447-6555) | Agenda published on 12/15/2023 at 3:06 PM

## AGENDA ITEM REQUEST



**Date:**

December 5, 2023

**Meeting date desired:**

December 13, 2023

**Subject:**

Review of updated IGA for ePermit System

**Background and policy implications:**

DCBS has updated their ePermit System and Service Agreement for consistency and some “housekeeping”.

**Budget/fiscal impacts:**

N/A

**Requested by:**

Will Van Vactor

will.vanvactor@crookcountyor.gov | 541.447.3211

**Presenters:**

Will Van Vactor

Randy Davis

**Legal review (only if requested):**

N/A

**Elected official sponsor (if applicable):**

**INTERGOVERNMENTAL PARTNERSHIP AGREEMENT**  
ePermit System and Services

**THIS INTERGOVERNMENTAL PARTNERSHIP AGREEMENT** (“Agreement”) is effective when all required signatures have been obtained by and between The State of Oregon, acting by and through the Department of Consumer and Business Services (DCBS), Building Codes Division (“BCD”) and the Crook County (“Jurisdiction”), a political subdivision of the State of Oregon. BCD and the Jurisdiction may collectively be referred to herein as the Parties and individually as a Party. The Parties enter into this Agreement to cooperate and share services pursuant to the authority granted under ORS 455.185. The purpose of this Agreement is to encourage economic development through construction and to experiment and innovate for administration of building inspection programs. It is in the best interest of BCD and Jurisdiction’s leaders to ensure that construction-related development activities proceed in a manner that is quick, efficient, and practical. Having a flexible and responsive system requires sufficient staff and resources to be available to construction businesses. By partnering, BCD and Jurisdiction can explore new ways to maximize the use of scarce resources. This Agreement supersedes and amends and replaces in its entirety any pre-existing intergovernmental partnership agreement for the ePermit System and Services between Jurisdiction and BCD.

**DCBS:**

**Jurisdiction:**

Celina Patterson  
e-Permitting Manager  
1535 Edgewater Street NW  
PO Box 14470  
Salem, OR 97309  
(503) 373-0855

Randy Davis  
Building Official  
300 NE 3<sup>rd</sup> Street, #12  
Prineville, OR 97754  
(541) 447-3211  
randy.davis@co.crook.or.us

**RECITALS**

- A. Oregon Revised Statute ORS 455.095 provides that DCBS shall develop and implement a system that provides electronic access to building permitting information. The statute also requires DCBS to make the system accessible for use by municipalities in carrying out the building inspection programs administered and enforced by the municipalities.
- B. The Department of Administrative Services Procurement Office, on behalf of DCBS, issued a Request for Proposal (RFP) for a statewide electronic permit system and

associated products and services. Accela, Inc. was the successful proposer. DCBS and Accela Inc. executed a contract in August, 2008 (“ePermit contract”), by which Accela, Inc. licensed to DCBS ePermitting system software, an Integrated Voice Recognition (IVR) system and provided related configuration, implementation and hosting services (collectively the “ePermit System”).

- C. The ePermit contract provided that the ePermit System and related Services would be available to municipalities (“Participating Jurisdictions”).
- D. BCD is the division of DCBS that implements and administers the ePermitting system.
- E. Jurisdiction has requested that BCD provide access to the ePermitting System and related Services to Jurisdiction and to implement the Jurisdiction as a Participating Jurisdiction as set forth in the ePermitting contract.
- F. BCD is willing, upon the terms of and conditions of this Agreement, to provide access to Jurisdiction to the ePermitting System and related Services and to implement Jurisdiction as provided herein.

**1. DEFINITIONS.**

- 1.1. As used in this Agreement, the following words and phrases shall have the indicated meanings.
- 1.2. “Agreement” means this Regional Partnership Agreement.
- 1.3. “ePermitting Contract” has the meaning set forth in Recital B and includes all amendments.
- 1.4. “ePermit System” means the entire system including the ePermitting software, licensed, implemented and configured pursuant to the ePermit contract and related Services including hosting, mobile applications and IVR.
- 1.5. “Jurisdiction” has the meaning set forth in the first paragraph of this Agreement.

**2. TERM, RENEWAL AND MODIFICATIONS.**

- 2.1. Term. This Agreement is effective, and will be considered fully executed, upon signature by both parties, and shall remain in effect until termination of this Agreement as provided herein. Unless otherwise terminated as provided herein, this Agreement will be in effect for the period that Jurisdiction administers and enforces a building inspection program. This Agreement will automatically renew if or when the Jurisdiction’s program assumption is renewed for an additional period.
- 2.2. Agreement Modifications. Notwithstanding the foregoing, or any other provision of the Agreement, BCD may propose a modified Agreement or new intergovernmental agreement for Jurisdiction access to the ePermit System. BCD will propose such

modified Agreement or new intergovernmental agreement with at least 60 days written notice prior to expiration of the Jurisdiction's current program assumption period. The new intergovernmental agreement or modified Agreement will be effective on the effective date of the renewal of Jurisdiction's program assumption. If the parties cannot agree to the new intergovernmental agreement or modified Agreement, this Agreement will terminate effective on the renewal date of Jurisdiction's program assumption. Additionally, during the term of this Agreement, BCD may propose modifications to this Agreement; such modifications will become effective upon mutual agreement by the parties in accordance with section 19 of this Agreement.

### **3. PERFORMANCE AND DELIVERY.**

#### **3.1 Responsibilities of BCD.**

- 3.1.1. BCD shall use its best efforts to provide Jurisdiction access to the ePermit System and related Services. BCD shall use best efforts to provide the Jurisdiction with satisfactory access on a parity with all other jurisdictions implemented by BCD to the ePermit System.
  - 3.1.2. BCD will implement the Jurisdiction's access using the process according to the ePermitting Implementation Methodology set forth in Exhibit E. If a Work Order Contract is used to implement a specific city or county, a copy of that Work Order Contract will be provided in Exhibit D.
  - 3.1.3. Upon implementation, Jurisdiction will have access to the System and the functionality, as described in Exhibit E.
  - 3.1.4. BCD will provide technical support for the ePermit program. Support is available 8:00 a.m. to 5:00 p.m. Monday through Friday, except for state-observed holidays and from 8:30-10:00 am on Mondays when ePermitting staff holds its weekly staff meeting. The general support structure shall be as follows:
    - 3.1.4.1. State ePermitting team provides technical support to participating city or county.
    - 3.1.4.2. Accela provides technical support to State ePermitting team.
- In the event that the State team is unable to communicate a solution to the participating city or county, the State team will facilitate communication between Accela and participant.
- 3.1.5 BCD will provide software that fulfills the Jurisdiction's basic requirement for accepting and reviewing electronic plans.

#### **3.2. Responsibilities of Jurisdiction.**

- 3.2.1. Jurisdiction agrees to the requirements of Exhibit A.

3.2.2. Jurisdiction agrees to abide by the terms and conditions of the Software License set forth in Exhibit B.

3.2.3. Jurisdiction agrees to abide by the implementation model that is identified in Exhibit E.

#### **4. COMPENSATION AND PAYMENT**

4.1 Not-to-Exceed Compensation. The maximum, not-to-exceed compensation payable by Jurisdiction to BCD under this contract, which includes any allowable expenses, is \$50,000.00.

4.2 Invoicing. BCD may invoice Jurisdiction for services rendered under Exhibit E. BCD will submit all invoices to Jurisdiction upon completion of the services. Invoices must be paid within 30 days of receipt.

#### **5. REPRESENTATIONS AND WARRANTIES.**

5.1 Representations of Jurisdiction. Jurisdiction represents and warrants to BCD as follows:

5.1.1. Organization and Authority. Jurisdiction is a political subdivision of the State of Oregon (or an intergovernmental entity formed by political subdivisions of the State of Oregon under ORS Chapter 190) duly organized and validly existing under the laws of the State of Oregon. Jurisdiction has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder. Jurisdiction has assumed and administers a building inspection program under ORS 455.148 to ORS 455.153.

5.1.2. Due Authorization. The making and performance by Jurisdiction of this Agreement (1) have been duly authorized by all necessary action of Jurisdiction and (2) do not and will not violate any provision of any applicable law, rule, and regulation.

5.1.3. Binding Obligation. This Agreement has been duly executed and delivered by Jurisdiction and constitutes a legal, valid and binding obligation of Jurisdiction, enforceable according to its terms.

5.1.4. Jurisdiction has reviewed the ePermit Contract and ePermit System and is knowledgeable of the ePermit system functionality and performance and has entered into this Agreement based on its evaluation of the ePermit Contract and the ePermit System

5.2. Representations and Warranties of BCD. BCD represents and warrants to Jurisdiction as follows:

5.2.1. Organization and Authority. BCD is a division of DCBS, an agency of the state government and BCD has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.



5.2.2. Due Authorization. The making and performance by BCD of this Agreement (1) have been duly authorized by all necessary action of BCD and DCBS and (2) do not and will not violate any provision of any applicable law, rule, and regulation.

5.2.3. Binding Obligation. This Agreement has been duly executed and delivered by BCD and constitutes a legal, valid and binding obligation of BCD and DCBS; it is enforceable according to its terms.

5.2.4. Performance Warranty. BCD will use its best efforts to provide Jurisdiction access to the ePermit System according to the ePermit contract. Notwithstanding the foregoing, Jurisdiction understands and agrees that the ePermit System is composed of software and services provided by third parties and BCD has no responsibility to Jurisdiction for the functionality or performance of the ePermit System.

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

## **6. ACCESS TO RECORDS AND FACILITIES.**

6.1. Records Access. DCBS, BCD, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives may access the books, documents, papers and records of the Jurisdiction that are directly related to this Agreement, for the purpose of making audits, examinations, excerpts, copies and transcriptions.

6.2. Retention of Records. Jurisdiction shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the termination of this Agreement.

6.3. Public Records. Jurisdiction is deemed the Custodian for the purposes of public records requests regarding requests related to Jurisdiction's building inspection program.

## **7. JURISDICTION DEFAULT.**

Jurisdiction shall be in default under this Agreement upon the occurrence of any of the following events:

7.1. Jurisdiction fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein.

7.2. Any representation, warranty or statement made by Jurisdiction herein is untrue in any material respect when made.

## **8. BCD DEFAULT.**

BCD shall be in default under this Agreement upon the occurrence of any of the following events:

- 8.1. BCD fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein; or
- 8.2. Any representation, warranty or statement made by BCD herein is untrue in any material respect when made.

**9. TERMINATION BY JURISDICTION.**

Jurisdiction may terminate this Agreement in its entirety as follows:

- 9.1. For its convenience, upon at least six calendar months advance written notice to BCD, with the termination effective as of the first day of the month following the notice period;
- 9.2. Upon 30 days advance written notice to BCD, if BCD is in default under this Agreement and such default remains uncured at the end of said 30-day period or such longer period, if any, as Jurisdiction may specify in the notice; or
- 9.3. Immediately upon written notice to BCD, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that Jurisdiction no longer has the authority to meet its obligations under this Agreement.

**10. TERMINATION BY BCD.**

BCD may terminate this Agreement as follows:

- 10.1. For its convenience, upon at least twenty-four calendar months advance written notice to Jurisdiction, with the termination effective as of the first day of the month following the notice period.
- 10.2. Upon termination of the ePermit Contract with such reasonable notice to Jurisdiction as feasible under the terms of the ePermit Contract.
- 10.3. Immediately upon written notice to Jurisdiction if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that DCBS no longer has the authority to meet its obligations under this Agreement.
- 10.4. Upon 30 days advance written notice to Jurisdiction, if Jurisdiction is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as BCD may specify in the notice.
- 10.5. Immediately, in the event that Jurisdiction no longer administers and enforces a building inspection program.

## **11. EFFECT OF TERMINATION.**

11.1. No Further Obligation. Upon termination of this Agreement in its entirety, BCD shall have no further obligation to provide access to the ePermit System and related Services to Jurisdiction.

11.2. Survival. Termination or modification of this Agreement pursuant to sections 8 and 9 above, shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination or modification. However, upon receiving a notice of termination, Jurisdiction shall immediately cease all activities under this Agreement, unless expressly directed otherwise by BCD in the notice of termination.

11.3. Minimize Disruptions. If a termination right set forth in section 8 or 9 is exercised, both parties shall make reasonable good faith efforts to minimize unnecessary disruption or other problems associated with the termination.

11.4. Jurisdiction Data. Jurisdiction may obtain a copy of all of its data related to its usage of ePermitting, for usage in a move into a Jurisdiction-administered electronic system, by submitting a written request to BCD as part of Jurisdiction's notice of termination, or within 60 days of termination of this agreement. BCD will request the data from Accela, and Accela will provide the data in the same format as the Accela database.

## **12. NOTICE.**

Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to Jurisdiction or BCD at the addresses or numbers set forth on page one of this agreement, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed shall be effective five (5) days after mailing. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. To be effective against BCD, any notice transmitted by facsimile must be confirmed by telephone notice to BCD's ePermitting Manager. To be effective against Jurisdiction, any notice transmitted by facsimile must be confirmed by telephone notice to Jurisdiction's City Manager. Any communication or notice given by personal delivery shall be effective when actually delivered.

## **13. SEVERABILITY.**

The parties agree that 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 the Agreement did not contain the particular term or provision held to be invalid.

**14. COUNTERPARTS.**

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

**15. GOVERNING LAW, CONSENT TO JURISDICTION.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between BCD (and/or any other division, agency or department of the State of Oregon) and Jurisdiction that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court in the State of Oregon of proper jurisdiction. 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. Jurisdiction, by execution of this agreement, hereby consents to the in personam jurisdiction of said courts.

**16. COMPLIANCE WITH LAW.**

The parties shall comply with all state and local laws, regulations, executive orders and ordinances applicable to the Agreement. All employers, including BCD and Jurisdiction, 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.

**17. ASSIGNMENT OF AGREEMENT, SUCCESSORS IN INTEREST.**

The parties agree there will be no assignment or delegation of the Agreement, or of any interest in this Agreement, unless both parties agree in writing. The parties agree that no services required under this Agreement may be performed under subcontract unless both parties agree in writing. The provisions of this Agreement shall be binding upon and shall inure to the parties hereto, and their respective successors and permitted assignees.

**18. NO THIRD-PARTY BENEFICIARIES.**

BCD and Jurisdiction 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, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this

Agreement.

**19. WAIVER.**

The 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. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.

**20. AMENDMENT.**

No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and when required by the Department of Administrative Services and Department of Justice. Such amendment, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. Jurisdiction, by signature of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

**21. HEADINGS.**

The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.

**22. CONSTRUCTION.**

This Agreement is the product of extensive negotiations between BCD and representatives of Jurisdiction. The provisions of this Agreement are to be interpreted and their legal effects determined as a whole. An arbitrator or court interpreting this Agreement shall give a reasonable, lawful and effective meaning to the Agreement to the extent possible, consistent with the public interest.

**23. INDEPENDENT CONTRACTOR.**

The parties agree and acknowledge that their relationship is that of independent contracting parties and that neither party is an officer, employee, or agent of the other as those terms are used in ORS 30.265 or otherwise.

**24. LIMITATION OF LIABILITY.**

24.1. Jurisdiction agrees that BCD shall not be subject to any claim, action, or liability ARISING IN ANY MANNER WHATSOEVER OUT OF ANY ACT OR OMISSION, INTERRUPTION, OR CESSATION OF ACCESS OR SERVICE UNDER THIS AGREEMENT. THE STATE SHALL NOT BE LIABLE OR RESPONSIBLE FOR ANY DIRECT, INDIRECT SPECIAL OR CONSEQUENTIAL DAMAGES SUSTAINED BY THE POLITICAL SUBDIVISION, INCLUDING, BUT NOT LIMITED TO, DELAY, INTERRUPTION OF BUSINESS ACTIVITIES, OR LOST RECEIPTS THAT MAY RESULT IN ANY MANNER WHATSOEVER FROM ANY ACT OR OMISSION, INTERRUPTION,

OR CESSATION OF SERVICE.

24.2. EXCEPT FOR LIABILITY ARISING UNDER SECTION 26 NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

**25. FORCE MAJEURE.**

Neither BCD nor Jurisdiction shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes, or war which is beyond the reasonable control of BCD or Jurisdiction, respectively. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

**26. TIME IS OF THE ESSENCE.**

Time is of the essence in the performance of all under this Agreement.

**27. CONTRIBUTION**

27.1. If any third party makes any claim or brings any action, suit or proceeding ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

27.2. With respect to a Third Party Claim for which BCD is jointly liable with the Jurisdiction (or would be if joined in the Third Party Claim ), BCD shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Jurisdiction in such proportion as is appropriate to reflect the relative fault of BCD on the one hand and of the Jurisdiction on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of BCD on the one hand and of the Jurisdiction on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the

circumstances resulting in such expenses, judgments, fines or settlement amounts. BCD's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if BCD had sole liability in the proceeding.

27.3. With respect to a Third Party Claim for which the Jurisdiction is jointly liable with BCD (or would be if joined in the Third Party Claim), the Jurisdiction shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by BCD in such proportion as is appropriate to reflect the relative fault of the Jurisdiction on the one hand and of BCD on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Jurisdiction on the one hand and of BCD on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Jurisdiction's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

## **28. AGREEMENT DOCUMENTS IN ORDER OF PRECEDENCE.**

This Agreement consists of the following documents that are listed in descending order of precedence:

- This Agreement less all exhibits;
- Exhibit A - Jurisdiction Obligations
- Exhibit B - ePermit License Agreement
- Exhibit C - ePermit Contract (not attached, but made available to Jurisdiction)
- Exhibit D-Work Order Contract
- Exhibit E - Implementation Model

All attached and referenced exhibits are hereby incorporated by reference.

**29. MERGER CLAUSE.** This Agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind all parties unless in writing and signed by both parties and all necessary State approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in

the specific instance and for the specific purpose given. The failure of BCD to enforce any provision of this Agreement shall not constitute a waiver by BCD of that or any other provision.

[Signature on following page]



**JURISDICTION, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT JURISDICTION HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

**A. Jurisdiction**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**B. State of Oregon, Acting by and through its Department of Consumer and Business Services, Building Codes Division**

Reviewed By: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: Dawn Bass \_\_\_\_\_

Title: Deputy Administrator \_\_\_\_\_

Executed By: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: Miriha Aglietti \_\_\_\_\_

Title: Designated Procurement Officer \_\_\_\_\_

## **Exhibit A**

### **Jurisdiction Obligations**

#### **Jurisdiction Software**

As part of the state hosted system, any software being used by Jurisdiction to support either the building permitting system or any supplemental products being purchased from Accela, must be compatible with the Accela product.

#### **Electronic Document Acceptance**

Beginning January 1, 2025, Jurisdiction is required by administrative law to accept electronic plans. Agency will provide software that fulfills the basic ability to meet this requirement; however, Jurisdiction may independently source their own software.

If Jurisdiction uses the Agency-provided software, then Jurisdiction will be required to comply with all third-party agreements associated with the software and must notify Agency promptly of any non-compliance. Jurisdiction must also comply with all Agency-provided instructions on the use of the software, including instruction relating to installation and removal of the software. Jurisdiction must remove or destroy any or all copies of the software at Agency's request.

#### **Product Features**

Jurisdiction agrees to sell permits online through the ePermitting Portal. Jurisdiction agrees to offer online and IVR inspection scheduling for permits in an appropriate status.

Jurisdiction agrees to offer online submittal of plan documents at appropriate point(s) in the application process as dictated by the Jurisdiction's workflow associated with each record type.

#### **Permit Numbering Scheme.**

As a full-service participant, Jurisdiction agrees to include the pre-assigned three digit prefix to all permits covered by and processed through ePermitting system. Permits for any supplemental products purchased through Accela, hosted in the State of Oregon environment and being serviced through the State of Oregon ePortal must also use the three-digit prefix in the permit number. Permits for supplemental products purchased through Accela that will not be hosted or maintained on the Oregon platform and that are not serviced through the State of Oregon ePortal are not required to use the three-digit prefix.

#### **Status and Result Codes.**

All status and result codes such as inspections, plan review, permit issuance status will be pursuant to a statewide uniform system. Jurisdiction shall only use the uniform status and result codes.

#### **Inspection Codes.**

Inspection types for code required inspections must be consistent throughout the state. Unique inspection types must be requested through and assigned by the ePermitting staff.

#### **Supplemental Products Purchased by Jurisdiction through Accela.**

Any supplemental product such as, but not limited to, Land Use, Enforcement, Licensing, or

other services, may be licensed directly to Jurisdiction by Accela. Support services for the supplemental products fall outside of the scope of this Intergovernmental Agreement and are therefore provided through direct agreement with Accela or other service provider. Installation of supplemental products onto the State hosted servers cannot occur before the State ePermitting team begins active development of the building permitting module.

**Version (Product) updates.**

Migration from one product version of Accela Automation to another product version will be regulated and coordinated through BCD. Supplemental products will be required to migrate to the same version of the product at the same time as the product version for the building product module. After implementation, Jurisdiction is required to test the configuration against new versions of the product in the timeframe specified by BCD.

**Exhibit B  
Software License Agreement**

**Note: DCBS through the ePermit Contract has the right to permit Jurisdictions to use the ePermit System software as set forth in Exhibit G, License Agreement, of the ePermit Contract. While the entire software license agreement between the State and Accela, Inc., including the added language in Amendment 7, has been provided here for continuity and ease of use, a participating city or county is only bound by Sections 3.1, 3.2, and 4 as specified in this Agreement.**

1. Parties ACCELA Accela, Inc.  2633 Camino Ramon, Suite 120 Bishop Ranch 3 San Ramon, California 94583 Attention: Contracts Administration T: 925.659.3200 F: 925.407.2722 <a href="mailto:contractsadrnin@accela.com">e-Mail: contractsadrnin@accela.com</a>	CUSTOMER State of Oregon Department of Consumer & Business Services P.O. Box 14470  Salem, OR 97309 Attention: Building Codes Division T: (503)378-4100 F: (503)378-3989 <a href="mailto:chris.s.huntington@state.or.us">e-Mail: chris.s.huntington@state.or.us</a>
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This License Agreement ("LA") is intended for the exclusive benefit of the Parties; except as expressly stated herein, nothing will be construed to create any benefits, rights, or responsibilities in any other parties.

2. Term and Termination

- 2.1 Term Provided that Customer signs and returns this LA to Accela **no later than August 8, 2008**, this LA is effective as of the date of Customers signature ("Effective Date") and will continue until terminated as provided herein.
- 2.2 Termination Either party may terminate if the other party materially breaches this LA and, after receiving a written notice describing the circumstances of the default, fails to correct the breach within thirty (30) calendar days. Upon any termination or expiration of this LA, all rights granted to Customer are cancelled and revert to Accela.

3 Intellectual Property

3.1 License The software products ("Software") listed in Exhibit A are protected under the laws of the United States and the individual states and by international treaty provisions. Accela retains full ownership in the Software and grants to Customer a perpetual, limited, nonexclusive, nontransferable license to use the Software, subject to the following terms and conditions:

3.1.1 The Software is provided for use only by Customer employees. For the purposes of subsections 3.1, 3.2 and Sections 4 of this LA, Customer means: i)

the individual Jurisdiction with respect to its use of the Software, provided that the licensing fee has been paid for such Jurisdiction, and ii) the State of Oregon acting by and through its Department of Consumer and Business Services with respect to its use of the Software.

- 3.1.2 The Software may be installed on one or more computers but may not be used by more than the number of users for which the Customer has named user licenses. For the purposes of this License Agreement, the Customer has unlimited use, per department, of any license covered by this agreement. The Software is deemed to be in use when it is loaded into memory in a computer, regardless of whether a user is actively working with the Software. Accela may audit Customers use of the Software to ensure that Customer has paid for an appropriate number of licenses. Should the results of any such audit indicate that Customer's use of the Software exceeds its licensed allowance, Customer agrees to pay all costs of its overuse as determined using Accela's then-current pricing; any such assessed costs will be due and payable by Customer upon assessment. Customer agrees that Accela's assessment of overuse costs pursuant to this Subsection is not a waiver by Accela of any other remedies available to Accela in law and equity for Customer's unlicensed use of the Software.
- 3.1.3 Customer may make backup copies of the Software only to protect against destruction of the Software. With exception of the Entity Relationship Diagram and any other documentation reasonably-designated and specifically-marked by Accela as trade secret information not for distribution, Customer may copy Accela's documentation for use by those persons described in section 3.1.1, supra, provided that such use is for business purposes not inconsistent with the terms and conditions of this Licensing Agreement. "Trade Secret" has the meaning set forth in ORS 192.501(2)
- 3.1.4 Customer may not make any form of derivative work from the Software, although Customer is permitted to develop additional or alternative functionality for the Software using tools and/or techniques licensed to Customer by Accela.
- 3.1.5 Customer may not obscure, alter, or remove any confidentiality or proprietary rights notices.
- 3.1.6 Subject to the limitations of Article XI, § 7 of the Oregon Constitution and the Oregon Tort Claims Act (**ORS 30.260 through 30.300**), Customer is liable to Accela for any direct damages incurred as the result of unauthorized reproduction or distribution of the Software which occur while the Software is in Customer's possession or control.
- 3.1.7 Customer may use the Software only to process transactions relating to properties within both its own geographical and political boundaries and in counties contiguous to Oregon with populations below 100,000. Customer

may not sell, rent, assign, sublicense, lend, or share any of its rights under this LA.

- 3.1.8 Customer is entitled to receive the Software compiled (object) code and is licensed to use any data code produced through implementation and/or normal operation of the Software; Customer is not entitled to receive source code for the Software except pursuant to an Intellectual Property Escrow Agreement, which may be executed separately by the Parties. Accela and Customer will execute an Intellectual Property Escrow Agreement within 30 days of Contract execution.
- 3.1.9 All rights not expressly granted to Customer are retained by Accela.
- 3.1.10 Customers are allowed unlimited use, per department, of software products listed in Exhibit A, for in-scope record type categories defined in Attachment 1 to this LA In addition, each customer is allowed five (5) additional record types for activities that fall outside of the in-scope record type categories defined in Attachment 1 to this L.A., are delivered under the Building Department and are submitted to and approved by DCBS.

### 3.2 License Warranties

- 3.2.1 Accela warrants that it has full power and authority to grant this license and that, as of the effective date of this LA, the Software does not infringe on any existing intellectual property rights of any third party. If a third party claims that the Software does infringe, Accela may, at its sole option, secure for Customer the right to continue using the Software or modify the Software so that it does not infringe. Accela expressly agrees to defend, indemnify, and hold Customer harmless from any and all claims, suits, actions, losses, liabilities, costs, expenses, including attorneys fees, and damages arising out of or related to any claims that the Software, or the Customers use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right of any third party; provided, that Customer shall provide Accela with prompt written notice of any infringement claim. Accela will have the sole right to conduct the defense of any legal action and all negotiations for its settlement or compromise; provided, however, Accela shall not settle any claim against the Customer with the consent of Customer.
- 3.2.2 Accela has no obligation for any claim based upon a modified version of the Software or the combination or operation of the Software with any product, data, or apparatus not provided by Accela, with the exception of those products identified in Exhibit J. Accela provides no warranty whatsoever for any third-party hardware or software products.
- 3.2.3 Except as expressly set forth herein, Accela disclaims any and all express

and implied warranties, including but not necessarily limited to warranties of merchantability and fitness for a particular purpose.

### 3.3 Compensation

3.3.1 License Fees In exchange for the Software described hereinabove, Customer will pay to Accela the amounts indicated in Exhibit A3.

3.3.2 Payment Terms Amounts are quoted in United States dollars and do not include applicable taxes, if any. The payment terms of all invoices are net forty-five (45) calendar days from the dates of the invoices. Any payment not paid to Accela within said period will incur a late payment in an amount equal to two-thirds of one percent (.66%) per month (eight percent (8% per annum), on the outstanding balance from the billing date. Accela may, at its sole discretion, suspend its obligations hereunder without penalty until payments for all past-due billings have been paid in full by Customer. All payments to Contractor are subject to ORS 293.462

### 4. Confidentiality

4.1 Confidentiality and Nondisclosure. Each party acknowledges that it and its employees or agents may, in the course of performing its responsibilities under this LA, be exposed to or acquire information that is confidential to the other party or the other party's clients. Any and all information clearly marked confidential, or identified as confidential in a separate writing as confidential provided by one party or its employees or agents in the performance of this LA shall be deemed to be confidential information of the other party ("Confidential Information"). Any reports or other documents or items (including software) which result from the use of the Confidential Information by the recipient of such information shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by the party acquiring such information) publicly known or is contained in a publicly available document; (b) is furnished by the party disclosing such information to others without restrictions similar to those imposed by this LA; (c) is rightfully in the receiving party's possession without the obligation of nondisclosure prior to the time of its disclosure under this LA; (d) is obtained from a source other than the discloser without the obligation of confidentiality, (e) is disclosed with the written consent of the disclosing party, or; (f) is independently developed by employees or agents of the receiving party who can be shown to have had no access to the Confidential Information.

4.2 The recipient of Confidential Information agrees to hold Confidential Information in strict confidence, using at least the same degree of care that it uses in maintaining the confidentiality of its own Confidential Information, and not to copy, reproduce,

sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than as contemplated by this LA or reasonably related thereto, including without limitation the use by Customer of Accela who need to access or use the System for any valid business purpose, and to advise each of its employees and Accela of their obligations to keep Confidential Information confidential.

- 4.3 Each party shall use commercially reasonable efforts to assist the other in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, each party shall advise the other immediately in the event it learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this LA and each party will at its expense cooperate with the other in seeking injunctive or other equitable relief in the name of the other against any such person.
- 4.4 Each party agrees that, except as provided in this LA or directed by the other, it will not at any time during or after the term of this LA disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this LA each party will turn over to the other all documents, papers and other matter in its possession which embody Confidential Information.
- 4.5 Each party acknowledges that breach of this Article VIII, including disclosure of any Confidential Information will give rise to irreparable injury which is inadequately compensable in damages. Accordingly, each party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Each party acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the other and are reasonable in scope and content.
- 4.6 Customers obligations under this Article VIII shall be subject to the Oregon Public Records Laws, ORS 192.410 through ORS 192.505.



**Exhibit C**  
**ePermitting Contract**

The ePermitting contract is available, upon request, for the Jurisdiction to review.

## **Exhibit D**

### **Work Order Contract**

Under the terms and conditions of the ePermit System Agreement, DCBS may enter into a Work Order Contract for implementation services. Should implementation services be used for the implementation of a specific participating city or county, the provisions of that agreement will be provided here.

A Work Order Contract is not being used to implement this jurisdiction.

**EXHIBIT E**

**IMPLEMENTATION**

**OREGON STANDARD MODEL**

**Third Party Components**

The ePermitting system contains multiple components created and licensed by third parties. BCD cannot guarantee the continued support of these components, and may have to make changes to the system based upon changes made by the third party providers. BCD will provide prompt notice to Jurisdiction upon becoming aware of any necessary changes and will work to provide solutions with the least possible disruption of system usage. .

**Oregon Standard Model (OSM) includes:**

- Standard Model Permits (records):
  - Commercial Agricultural Equine
  - Commercial Alarm Suppression Systems
  - Commercial & Residential Deferred Submittal
  - Commercial & Residential Demolition
  - Commercial & Residential Electrical
  - Commercial & Residential Investigation
  - Commercial & Residential Mechanical
  - Commercial & Residential Phased
  - Commercial & Residential Plumbing
  - Commercial RV Park or Manufactured Home Park
  - Commercial & Residential Structural
  - Commercial & Residential Research
  - Master Electrical Permits
  - Inquiry
  - Post Disaster
  - Residential 1 & 2 Family Dwelling
  - Residential Manufactured Dwelling
- Standard Model Reports include:
  - Application About to Expire (List and Letters to Applicant and Owner)
  - Permit About to Expire ((List and Letters to Applicant and Owner)
  - Usage
  - Configuration Reports
  - Fee by Account (Summary & Detail)
  - Invoice
  - Out of Balance
  - Payments Applied
  - Payments Not Applied

- Refunds Issued
- Payments Received
- Payments Summary
- School Construction Excise Tax
- Inspection Correction Notice
- Inspection Summary
- Inspections Assigned
- Recent Inspection Activity
- Monthly Permit Summary
- Monthly Permits Issued
- Monthly Permits Issued Valuation Report
- State Surcharge
- State Surcharge Details
- Balance Due
- Building Application
- Building Permit
- Certificate of Occupancy
- Fee Estimate
- Fee by Record
- Phased Authorization to Begin Work
- Plan Review Checklist
- Temporary Certificate of Occupancy
- Work Authorization
- Receipt

Use of “Consistent Form and Fee Methodology”

Use of Elavon “Converge” payment processor with US Bank for internet credit card processing in Accela Citizen Access (ACA); jurisdiction opens and maintains its own account.

- Optional Modules:
  - Onsite
  - Planning Tracking
  - Code Enforcement
  - Public Works

The first time these optional modules are implemented, BCD will provide implementation services at no cost. If for any reason these optional modules need to be reimplemented, BCD may invoice Jurisdiction for the reasonable costs of the implementation. Costs will depend upon the complexity of the work, but will not exceed \$5,000 per module implemented. BCD and Jurisdiction will agree on the costs prior to any implementation.

**Oregon Standard Model Implementation includes:**

- Importing jurisdiction’s fee schedule into Accela
- Data conversion from jurisdiction’s database

- ePermitting will provide documentation about how the data is to be formatted for loading
  - ePermitting will work with jurisdiction to map the data from existing permitting system to Accela
  - Jurisdiction is responsible for extracting data from existing system
- Address, Parcel, Owner Database Load
  - ePermitting will provide documentation about data format requirements
  - Jurisdiction will provide files containing Address, Parcel, Owner reference data for loading into ePermitting database
- Interfaces to Jurisdiction Systems (optional)
  - Financial
    - ePermitting will provide files with specified fields for interfaces to jurisdiction's on site systems
    - Jurisdiction will upload the files into their on site system
  - GIS
    - ESRI ArcGIS Server 10 or ESRI ArcGIS Server 10 sp 1
    - Future versions of Accela Software may require upgrades to ESRI software to maintain interface operability
- Training
  - ePermitting provides online weekly training via video conference.
  - Jurisdiction's "super users" will train other jurisdictional employees.
  - ePermitting will attend jurisdictions Go Live in person.
- Coordination with Accela
  - If Jurisdiction purchases other modules, such as Planning or Code Enforcement, directly from Accela and has them implemented by Accela, an independent contractor or by Jurisdiction staff, Jurisdiction must coordinate that implementation with ePermitting.
    - Coordination with ePermitting means including ePermitting staff in project management meetings with Jurisdiction and the party implementing the other modules.
- Third Party Jurisdictions
  - If Jurisdiction uses a third party building official and/or inspection agency, Jurisdiction shall run the third-party report provided with OSM and submit it with their program assumption Plans. ORS 455.148 (4).

## IMPLEMENTATION OVERVIEW

The following list is a distilled version of the major tasks associated with implementation of ePermitting. The tasks run concurrently and can take varying amounts of time, however, this is a look at the things that Jurisdiction must complete. Of this list, testing is the major responsibility that will take some time to complete. The more thoroughly the Jurisdiction tests the system before Go Live, the smoother the transition will be when ePermitting begins.

### Start Up

- Sign IGA
- Send “Contact Information” document and Logo
- Scan and send copies of permit applications
- Provide “Roles and Responsibilities” Document

### Training

- Have “super users” complete all of the online training
- Assign targeted online training to specific staff

### Finances

- Fill in the three financial documents:
  - General Accounting Practices
  - Settling & Balancing Procedures
  - Refunds
- Provide Project Manager with fee information
- Test fees that have been configured in the database
- Choose data to be included in financial interface,
  - Create or link an ftp site to which the financial data will be uploaded
  - Test and approve the transfer of data through the ftp site and into the financial system
- Set up a Converge account 1-2 weeks before Jurisdiction’s Go Live date.

### Addresses

- Work with APO specialist to determine the requirements for the address/parcel file that will be loaded into Jurisdiction’s ePermitting database
- Provide the address file to APO specialist
- Test the addresses that are loaded into Jurisdiction’s database
- Approve the addresses in Jurisdiction’s database

### Configuration

- Provide User spreadsheet and Inspector profiles

- Test applications
- Test workflow
- Test inspections

### **Data Conversion**

- Talk with Project Manager about data conversion
- Determine which permits are open
- Map data
- Fill in conversion tables
- Test the converted data
- Approve the converted data

### **Reports**

- Examine the existing reports
- If there are additional reports that you desire, discuss them with your Project Manager
- If additional reports are built, then test and approve them

### **IVR**

- Fill out Set Up document and return to Project Manager
- Test and approve IVR

## Training Overview

- Home Screen and Records Portlet
  - Orientation to Portlets – User, Quick Links, Alerts or My Tasks, Record List/Detail, My Navigation, and Reports
  - Alerts portlet – incoming ACA
  - Searching, sorting, CSV export, Quick Queries
  - My Navigation vs Go To dropdown menu
  
- Applications
  - Starting new records from the Back Office
  - Four A's: APPO address/parcel/owner, ASI application specific information, Applicant, Automation of fees
  - Printing an application
  
- Fees
  - Adding and Invoicing fees – NEW fees DELETE vs. INVOICED fees VOID
  - Invoiced fees and ACA
  - Making payment and CASH payment types – best practice (payor, recording actual payment amount/change)
  - Partial payment (applying monies) and Pay More function
  - Printing/Emailing receipts – generating Invoice – reprinting from Documents
  
- Workflow – Permit Lifecycle
  - Workflow statuses – advancing workflow, TSI task specific info, record status relationship
  - Withdrawn vs Void
  - Parallel tasks at Ready for Plan Review
  - Automated emails notification from Workflow
  - Supervisor function
  - Auto-close of EMP at Final Inspection sign-off (optional)
  - Workflow history – show where it's at, what's included
  
- Special Record Types
  - Revision vs Additional Info Requested
  - Deferred submittals
  - Phased permitting
  - Temp C of O
  - C of O
  - CSC Certificate of Satisfactory Completion
  - Required elements for C of O – how to correct and rerun report
  
- Data Management
  - Cloning vs Copying



- Related records – at Intake, thru Cloning, after the fact
- Sets – 3 ways to create – Sets portlet, Record List, Related Records
- Conditions
  
- Reference Data
  - Reference vs Transactional – importance of making corrections and where, Synch to Reference option
  - People reference
  - APO reference – Inspection Districts, Parcel Attributes that should stop issuance
  
- “Day in the Life” walk-through
  - Alerts for Permit Techs and My Tasks for Inspectors/Plans Examiners
  
- Inspections
  - Daily load and printing Inspection Slips
  - Assigning, reassigning, canceling, deleting if unnecessary for Final
  - Resulting – introduce options for resulting (back office, Inspector App, IVR)
  
- Reports
  - Demonstrate what reports are available – Financial, Stats, State Surcharge
  - Quick Queries – information only, not training (as time allows)
  - Ad-hoc – information only, not training (as time allows)
  
- Advanced Money
  - Change in valuation
  - Making fee changes – Voiding fees to Credit – adding/voiding fee items that impact State Surcharge – show Assess Fee History and Payment History
  - Exceptional payment types
  - Financial batch file –reconciling exceptional payment types and transfers - account codes/GL and Agency financial process
  - Cash Balancing
  
- SCHEDULE - Contractor Training (in the field) – Coordinated and provided by Jerod Broadfoot at the Agency location*
- SCHEDULE - EDR (in the field)*



## Community Development Department

300 NE 3<sup>rd</sup> Street RM 12, Prineville, OR 97754

Phone: (541) 447-3211

Email: [bld@crookcountyor.gov](mailto:bld@crookcountyor.gov)

Website: [www.co.crook.or.us](http://www.co.crook.or.us)

Date: December 5, 2023

To: Crook County Court

From: Will VanVactor & Randy Davis  
Crook County Community Development

Re: ePermit System & Service Updated Agreement

Oregon ePermitting has asked that we review and approve an updated agreement for the ePermit System and Service. The updated agreement will replace and supersede our existing agreement with them. Over the years they have made slight modifications of the ePermitting IGA's and this replacement IGA makes sure that all of the IGA's are the same, and updates and improves upon terminology used in the previous agreements. In other words, it is largely a "housekeeping" agreement to modernize the terms used.

The two biggest changes are:

- 1) The Bluebeam Electronic Document Review software agreement between the State and Bluebeam has changed, they have modified the IGA's to reflect this change.
- 2) They added a section which allows ePermitting to charge a jurisdiction up to \$5,000 for "reimplementation" of an Optional (non-Building) module. There is no charge for the first implementation of Building or any of the Optional modules, including Planning, Code Compliance, Public Works and Code Compliance. If, however, ePermitting does the implementation and then a jurisdiction stops using the module for an extended period of time, and then decides to start using it again but needs the ePermitting team to substantially change the module in order to do so, ePermitting may charge for these additional services. ePermitting would let a jurisdiction know in advance of doing any work, the amount of the charges and the charges would be based upon the amount of rework required.

We have reviewed the agreement and asked legal counsel to review as well. We recommend approval of the agreement.

## AGENDA ITEM REQUEST



**Date:**

*November 21, 2023*

**Meeting date desired:**

*December 19, 2023*

**Subject:**

*Amendment 2 to agreement with Prinetime Internet Solutions, LLC for an Indefeasible Right To Use fiber.*

**Background and policy implications:**

*The County is interested in adding fiber capacity to connect the Justice Center to connect with a variety of County offices. PrineTime Internet Solution was willing to provide such fiber, and preferred to do so under a modification of the County's existing Indefeasible Right to Use (IRU) agreement than to adopt a new IRU. The attached 2<sup>nd</sup> Amendment would commit the parties for the next 20 years. The completion date is March 1, 2024.*

**Budget/fiscal impacts:**

*The amendment contemplates two separate undertakings. The first requests a one-time installation cost of \$67,000.00, and an annual maintenance fee of \$6,870.00, pro-rated for the first year to \$2,867.79. The maintenance fee will escalate by 3% for each year after the first pro-rated year.*

*The second component requires a one-time installation cost of \$100,500.00, plus an annual maintenance fee of \$10,305.00. The first year's maintenance fee is pro-rated to \$4,297.19, and after the first year, the maintenance cost will also escalate by 3% each year.*

**Requested by:**

*Nick Lilly, Facilities*

*Nick.Lilly@crookcountyor.gov*

*541-416-3811*

**Presenters:** *Stephen Chellis, Chief Information Officer*

**Legal review (only if requested):** Yes **Elected official sponsor (if applicable):** N/A

AMENDMENT 2  
to  
INDEFEASIBLE RIGHT TO USE AGREEMENT

This Amendment 2 modifies that certain Indefeasible Right to Use Agreement (hereinafter “IRU”) executed by and between PrineTIME Internet Solutions, LLC, an Oregon limited liability company (hereinafter “PrineTIME”), and Crook County, a political subdivision of the State of Oregon (hereinafter “County,”) and previously modified by Amendment 1. Individually, PrineTIME and County may be referred to as a Party, or collectively as Parties.

RECITALS

- A. *Whereas*, PrineTIME and County are parties to that certain Indefeasible Right of Use for Fiber facilities located in Prineville, Oregon; and
- B. *Whereas*, County is currently undertaking the construction of a new facility in Prineville, Oregon, to house additional public service functions (hereinafter “the Justice Center.”) The County wishes to connect the Justice Center to other County facilities as described in the attached Exhibits A2 and A3.
- C. *Whereas*, the County wishes to include these additional facilities, and PrineTIME wishes to provide such additional facilities, in accordance with the provisions of the IRU as modified by this Amendment 2.

AGREEMENT

**Now, therefore**, for good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows:

1. Incorporation of Recitals: The above Recitals are incorporated into and made a part of this Amendment 2, as terms of contract and not mere recitals.
2. Effective Date; Duration:
  - (a) This Amendment 2 is effective on the date when signed by both Parties.
  - (b) The duration of the obligation by County to pay for the fiber described in Exhibit A of the IRU; the obligation by County to pay for the fiber described in Paragraph 3 of Amendment 1; and the obligation by PrineTIME to provide such fiber in each case; will continue until April 14, 2041. All other terms of the IRU, as modified by Amendment 1, will continue in full force and effect during the duration of this Amendment 2.
  - (c) The duration of this Amendment 2 will commence starting on the date when it is signed by both Parties (the Effective Date), and continuing through and including the 20<sup>th</sup> anniversary date of the Effective Date of this Amendment 2. The expiration of the services, and obligations to pay, described in Paragraph 2(b) above, will not effect or prejudice the terms of this Amendment 2, including the provision of services and the duty to pay for services, as described herein.
3. Additional Facilities: On or before ~~March~~<sup>April</sup> 1, 2024, PrineTIME will complete the installation of Fiber connecting the Crook County Justice Center to the County Annex building, County IT department, Crook County Courthouse, Prineville Police Department, and Jail facilities, as described on the attached Exhibits A2 and A3. The specific end points for this Fiber

connection will be as the Parties may mutually agree. PrineTIME grants to County an exclusive indefeasible right of use in and access to this Fiber.

4. Modification of Payment Terms: In addition to, and not in place of, the payment obligations contained in Paragraph 4.1 of the IRU, as modified by Amendment 1, County will also pay to PrineTIME the sums as follows:

(a) For the locations marked in Exhibit A2:

(i) a one-time installation payment of \$67,000.00, to be paid within ten (10) business days of the Effective Date.

(ii) a one-time payment of a first year annual maintenance fee, pro-rated to an amount of \$2,867.79, to reflect the difference between the Effective Date of this Amendment 2 and the due date for subsequent annual maintenance fees as described in Section 4(a)(iii) below. This pro-rated annual maintenance fee will be paid within ten (10) business days of the Effective Date.

(iii) an additional amount for annual maintenance of \$6,870.00, escalated by 3% each year after the first pro-rated year described in Section 4(a)(ii) above. This escalation is in place of and not in addition to the escalation described in the IRU. The annual maintenance fee will be due on or before April 14 of each calendar year.

(b) For the locations marked in Exhibit A3:

(i) a one-time installation payment of \$100,500.00, to be paid within ten (10) business days of the Effective Date.

(ii) a one-time payment of a first year annual maintenance fee, pro-rated to an amount of \$4,297.19, to reflect the difference between the Effective Date of this Amendment 2 and the due date for subsequent annual maintenance fees as described in Section 4(b)(iii) below. This pro-rated annual maintenance fee will be paid within ten (10) business days of the Effective Date.

(iii) an additional amount for annual maintenance of \$10,305.00, escalated by 3% each year after the first pro-rated year described in Section 4(b)(ii) above. This escalation is in place of and not in addition to the escalation described in the IRU. The annual maintenance fee will be due on or before April 14 of each calendar year.

5. Counterparts: The Parties may execute this Amendment 2 in separate counterparts, each of which when executed and delivered will be an original, but all of which together will constitute one and the same instrument. Facsimile or electronic transmission of any signed original document will be the same as delivery of an original. At the request of either Party, the Parties will confirm facsimile or email transmitted signatures by signing and delivering an original document.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

6. Except as modified by this Amendment 2, the provisions of the IRU as previously modified by Amendment 1, remain in full force and effect according to its terms.

IN WITNESS WHEREOF, the undersigned have caused this Amendment 2 to be executed and effective for all purposes as of the Effective Date.

**Crook County:**

**PrineTIME Internet Solutions, L.L.C.:**

By \_\_\_\_\_

By  \_\_\_\_\_

Name: \_\_\_\_\_

Name: Jason Wilkins

Title: \_\_\_\_\_

Title: Member

Date \_\_\_\_\_

Date 11/01/23 \_\_\_\_\_

## Service Quote

Date: October 25<sup>th</sup> 2023

Nick Lilly  
 Facilities Director  
 Crook County  
 422 NW Beaver Street  
 Prineville, OR 97754

Re: **Crook County Fiber IRU Quote – Justice Center to Crook County Locations**

<u>Service</u>	<u>Annual Maintenance</u>	<u>Installation</u>
1. (1) Dark Fiber Lease with 20 Year IRU	\$10,305.00	\$100,500.00
Service location A: Crook County Justice Center – NW 2 <sup>nd</sup> St, Prineville, OR		
Service location Z: Crook County IT Dept – 422 NW Beaver Street, Prineville, OR		
Service location A: Crook County Justice Center – NW 2 <sup>nd</sup> Street, Prineville, OR		
Service location Z: Crook County Annex – 320 NE Court St, Prineville, OR		
Service location A: Crook County Justice Center – NW 2 <sup>nd</sup> Street, Prineville, OR		
Service location Z: Crook County Courthouse – 300 NE Third St, Prineville, OR		

Hello Nick,

Here is the quote to lease two strands of single-mode dark fiber between the new Justice Center and the locations listed above. This quote is based on a 20 year term with the IRU included. This will be an aerial build utilizing our franchise rights with the City of Prineville and our joint use agreement for pole attachments on Pacific Power poles. In addition, we will be installing a 900' underground drop to reach the entrance vault at the Justice Center. This quote includes maintenance, break fix with shared costs in the event the fiber is damaged, as well as ongoing support.

Please feel free to give me a call if you have any questions and thank you for the opportunity to provide this quote.

Jason Wilkins  
 PrineTIME Internet Solutions, LLC  
[jasonw@prinetime.net](mailto:jasonw@prinetime.net)  
 (541) 408-7249

## Service Quote

Date: September 25<sup>th</sup> 2023

Sydney Chandler  
IT Director  
Crook County  
422 NW Beaver Street  
Prineville, OR 97754

Re: **Crook County Fiber IRU Quote – Justice Center to City of Prineville Locations**

<u>Service</u>	<u>Annual Maintenance</u>	<u>Installation</u>
1. (1) Dark Fiber Lease with 20 Year IRU Service location A: Crook County Justice Center – NW 2 <sup>nd</sup> St, Prineville, OR Service location Z: Prineville Police Department – 1251 NE Elm St, Prineville, OR Service location A: Crook County Justice Center – NW 2 <sup>nd</sup> Street, Prineville, OR Service location Z: City of Prineville Jail – 308 NE 2nd St, Prineville, OR	\$6870.00	\$67,000.00

Hello Sydney,

Here is the quote to lease two strands of single-mode dark fiber between the new Justice Center and the locations listed above. This quote is based on a 20 year term with the IRU included. This will be an aerial build utilizing our franchise rights with the City of Prineville and our joint use agreement for pole attachments on Pacific Power poles. In addition, we will be installing a 900' underground drop to reach the entrance vault at the Justice Center. This quote includes maintenance, break fix with shared costs in the event the fiber is damaged, as well as ongoing support.

Please feel free to give me a call if you have any questions and thank you for the opportunity to provide this quote.

Jason Wilkins  
PrineTIME Internet Solutions, LLC  
[jasonw@prinetime.net](mailto:jasonw@prinetime.net)  
(541) 408-7249



## AGENDA ITEM REQUEST



**Date:**

*June 14<sup>th</sup>, 2023*

**Meeting date desired:**

*Wednesday, Dec 13th, 2023 County Court Work Session*

**Subject:**

*Justice Center was awarded Pacific Power E-Mobility Grant*

**Background and policy implications:**

*This grant program provides funding for devices, breakers, conductors and installation for (4) dual head EV charging stations that the project had previously installed underground infrastructure to support. See attached grant award document outlining reporting requirements. This program requires that the operator maintain ChargePoint Assure for a minimum of 5 years, only 1<sup>st</sup> year of annual service agreement is covered by the contractor so the remaining 4 years will be incorporated into the facility operational budget.*

**Budget/fiscal impacts:**

*No impact to the construction budget, \$2,400 annually for years 2-5 operations.*

**Requested by:**

*Nick Lilly, Capital Projects and Facilities Manager, [nick.lilly@crookcountyor.gov](mailto:nick.lilly@crookcountyor.gov), 541-416-3811*

**Presenters:**

*Nick Lilly*

**Legal review (only if requested):**

*NA*

**Elected official sponsor (if applicable):**

*Brian Barney, Crook County Commissioner*

November 30, 2023

Crook County Justice Center

ATTN: Nicolas Lily

RE: E-Mobility Grant – Crook County Justice Center - EVSE

Dear Nicolas Lily:

Congratulations! Pacific Power is pleased to inform you that you've been selected to receive an E-Mobility Grant award of up to \$46,202.00 to help advance your electric transportation project at 260 NW 2nd Street, Prineville, OR 97754.

To receive funding, Pacific Power requires that you make a commitment to meet certain requirements, milestones, and deliverables as outlined in the attached **Grant Agreement**. Your project funding award is contingent upon your agreement to the terms set forth herein.

Recipients may request an up-front payment of 75 percent of the total project amount. The remaining up to 25 percent will be remitted once the project is complete and Pacific Power has received all documentation required to verify project expenses and completion. We encourage you to provide a copy of this letter and the attached Grant Agreement to your project manager and contractor(s) to ensure they are aware of all program requirements.

If you agree to all the conditions set forth in the Grant Agreement, please sign and initial where indicated. Please email a copy of this letter and the signed Grant Agreement to **plugin@pacificpower.net** by **December 31, 2023**.

If you have any questions throughout this process, you can reach the program manager Berit Kling by email at [berit.kling@pacificcorp.com](mailto:berit.kling@pacificcorp.com).

We look forward to partnering with your organization to further clean transportation throughout Oregon.

Sincerely,

*Cory Scott*

Cory Scott

Vice President, Customer and Community Solutions

## Grant Agreement – Oregon Clean Fuels Electric Mobility Grant

PacifiCorp d/b/a Pacific Power (Pacific Power) will provide up to \$46,202.00 to Crook County Justice Center (Recipient) to install four (4) dual-port level 2 chargers (8 ports) at 260 NW 2nd Street, Prineville, OR 97754 (Project), upon completion of the project and confirmation that all award recipient requirements have been met.

Pacific Power may, in its discretion and consistent with applicable laws, make information collected from the Project publicly available, including for use in regulatory reporting, evaluation, marketing, educational purposes, performance analysis, or any other reason Pacific Power deems necessary. This grant funding award amount is based on the information provided to Pacific Power by the Recipient. Any unapproved material change to project design/plans/scope may result in forfeiture of funding or an adjustment to the grant funding award amount. All material modifications to the project design/scope including those attributes listed below must be submitted in writing to Pacific Power.

### I. PROJECT ATTRIBUTES

- The attributes of the Project, including the charging technologies, electric vehicle types and quantities of each (Listed Equipment) are described in the table below. Recipient shall only implement the Project and/or procure the Listed Equipment for the Project unless Recipient submits a change order in writing to Pacific Power and Pacific Power notifies Recipient of its approval.
- Prior to purchasing any Listed Equipment, Recipient shall seek approval from Pacific Power that relevant Listed Equipment meets the technical requirements and data collection requirements articulated under the Project Data Reporting Requirements in the table below.

<b>Recipient</b>	Crook County Justice Center	<b>Equipment Brand</b>	Chargepoint
<b>Project Scope</b>	Add four (4) EV Charging Stations to current Justice Center new construction project.	<b>Project Location</b>	Grade-level parking lot
<b>Type of Project</b>	EVSE	<b>Project Address</b>	260 NW 2nd Street, Prineville, OR 97754
<b>Charging Technology or Electric Vehicle Type and Quantity</b>	4 dual-port Level 2 chargers	<b>Accessibility</b>	Public Charging
<b>Estimated completion date</b>	May 31, 2025	<b>Funding Award**</b>	\$46,202.00
<b>Project Data Reporting Requirements</b>	Recipient shall provide all reasonably requested information related to the Project, including but not limited to, all driving and charging behavior data outlined in Appendix A.		

*\*The funding award represents an "up to" amount. Changes in project costs, design, and funding sources may result in adjustments to the final funding amount.*

*\*\*Awards are competitive, and funding is limited. If your project scope changes, funding may be reduced or rescinded.*

- Recipient shall ensure Project begins by **May 31, 2024**.

*If the Project has not started by May 31, 2024, Pacific Power will rescind the award by providing written notice to Recipient and this Agreement will be terminated. In the event of such termination, Recipient shall refund Advance Award Amount, if received, within ten (10) business days after the termination of this Agreement.*

- Recipient shall complete Project by **May 31, 2025**

*Extensions to this timeline may be considered on a case-by-case basis. If the Project is not completed by May 31, 2025, Pacific Power will rescind the award by providing written notice to Recipient and this Agreement will be terminated unless a change order request is submitted in writing and approved by Pacific Power extending the May 31, 2025. In the event of such termination, Recipient shall refund the Award Amount within ten (10) business days after the termination of this Agreement. Change order requests will be considered on a case-by-case basis and recipients may submit a maximum of 3.*

- In the event the Project experiences an insured loss, Recipient shall purchase and/or install new equipment comparable to the original Project scope or reimburse Pacific Power a proportionate amount of the award funds within sixty (60) days after receiving such insured amount.
- Recipient is authorized to make improvements at site for any Listed Equipment.
- Recipient shall install only new EVSE, which must be evident in the documentation (invoice or signed contractor proposal), if the project contains an EVSE component.
- Recipient shall secure a 3-year Operations & Maintenance (O&M) contract to support the ongoing O&M of installed EVSE.
- Procure/install equipment/vehicle in accordance with the project technical requirements (outlined on the Pacific Power website.)
- Recipient shall utilize a contractor licensed in the state where the Project will be developed and conform to all county/state building and electrical codes and utility connection requirements, which includes general requirements and may require one or more studies be performed by Pacific Power to determine feasibility, system impact and cost of safely connecting the electric vehicle charging infrastructure to the utility system. Recipient understands that they may be responsible for purchasing and installing any necessary protection equipment - that is any system upgrades due to impacts from the proposed project is recipient's financial responsibility.
- Pacific Power may request reasonable information related to the Project, which Recipient shall promptly provide.
- Recipient shall provide Pacific Power with all data generated by the Project, including but not limited to kilowatt-hour ("kWh"), session data details, uptime % per port, price (\$/kWh), and all other driving and charging behavior data outlined in Appendix A for the life of the Project on a quarterly

basis or upon request by Pacific Power. Recipient shall coordinate with Pacific Power to execute any agreements and make arrangements necessary to provide Pacific Power with access to such data, and will make reasonable efforts to seek consents from third parties to share such data with Pacific Power. Pacific Power will be entitled to use such data for any lawful purpose.

- The life of the project ends at the Completion Deadline, except for projects with EVSE components. Projects with funded EVSE components (Level 2 or DC Fast Charging stations) will have a life of 5 years from the powering on date and recipients must ensure that charging ports have an average annual uptime of greater than 97% (to the best of their ability). A charging port is considered "up" when its hardware and software are both online and available for use, or in use, and the charging port successfully dispenses electricity as expected.

## II. USE OF GRANT FUNDS

Recipient may apply the Grant Award only to Project costs that directly advance transportation electrification (e.g., electric vehicle supply equipment; electric vehicle purchase). Recipient may apply portions of the Grant Award to costs associated with public education or outreach campaigns only if such campaigns and related Grant Award expenditures are reviewed and approved by Pacific Power in writing in advance.

The final grant funding amount cannot exceed total eligible Project costs. The final award amount may be adjusted for changes in project costs, scope, and/or funding sources.

## III. AWARD RECIPIENT DELIVERABLES

- **Oregon Clean Fuels Program credits:** Recipient shall grant or transfer to Pacific Power title to any Oregon Clean Fuels Program Credits generated by the Project. Recipient shall designate Pacific Power as its designated aggregator using the most recent "Oregon Clean Fuels Program Aggregator Designation Form" issued by the Oregon Department of Environmental Quality.
- **DEQ Charger Registration and Reporting:** Projects with funded EVSE components (Level 2 or DC Fast Charging stations) must be registered with the Oregon Department of Environmental Quality (DEQ). Once a charger is commissioned and registered, and at Pacific Power's request, Recipient shall provide Pacific Power with all DEQ required data, including but not limited to kilowatt-hour ("kWh") and usage data generated by the Project by the 15<sup>th</sup> day of the month following each calendar quarter, for the life of the Project (5 years).
  - To register chargers and report quarterly DEQ usage data, email [plugin@pacificpower.net](mailto:plugin@pacificpower.net).
  - DEQ usage data reporting will end 5 years from the first quarter reported. Failure to submit usage data for more than one reporting cycle may result in Recipient refunding the Grant Award to Pacific Power in its entirety.
- **Other Project Data Reporting:** Recipient shall provide Pacific Power with all driving and charging behavior data generated by the Project as requested by Pacific Power.

- Projects with funded EVSE components (Level 2 or DC Fast Charging Stations) shall provide all data generated by the Project, including but not limited to kilowatt-hour (“kWh”), session data details, uptime % per port, price (\$/kWh), etc. as outlined in Appendix A.
- Transit agencies shall provide the transit agencies’ annual service hours, number of routes, and number of routes serving underserved communities.
- All data reporting should be submitted to [plugin@pacificpower.net](mailto:plugin@pacificpower.net) by the 15<sup>th</sup> day of the month following each calendar quarter.
- **Change requests:** Recipient shall submit a change request in writing for any change from the attributes listed in the table above. Form is available through the Project’s online application link, provided to Recipient via email. Change order requests will be considered on a case-by-case basis and recipients may submit a maximum of 3.
- **Quarterly updates:** Recipient shall provide a quarterly progress report on the 15th day of the month following each calendar quarter until the project completion. Quarterly progress reports can be submitted through the Project’s online application link, provided to Recipient via email. The first report will be due by **April 15, 2024**.
- **Ongoing communication:** Recipient shall keep Pacific Power’s Electric Transportation Project Manager apprised of major project milestones, such as issuance of a notice to proceed to construction of any Project infrastructure.
- **Project completion:** Recipient shall notify Pacific Power upon Project completion and provide any information documenting the completed Project at Pacific Power’s reasonable request through the Project’s online application link, provided to Recipient via email.

#### IV. EDUCATION AND OUTREACH REQUIREMENTS

For any outreach, education, and marketing activities, such as those outlined in this section below, you must contact [plugin@pacificpower.net](mailto:plugin@pacificpower.net) before proceeding.

- **Pacific Power recognition statement:** Recipient shall include the following statement on all signage, materials, and communications, both print and non-print, produced as part of the grant-funded project: “*This project was made possible with support from the Oregon Clean Fuels Program and Pacific Power.*”
  - **EVSE Signage:** *For projects with EVSE components, Recipient shall develop at least one piece of permanent, onsite signage that includes [above language].*
  - **Vehicle wrapping:** *If the recipient will be customizing a vehicle, Recipient shall include the [above statement] on all signage and seek prior written approval at least three weeks in advance from Pacific Power for any vehicle wrap designs.*
- **Approvals:** Recipient shall seek prior approval from Pacific Power for all materials that use the Pacific Power logo.

- **Celebrations and publicity:** Recipient shall notify Pacific Power of any media engagement, public announcements or events related to the Project, and shall make reasonable efforts to invite Pacific Power to be included in any public events or celebrations relating to the Project.
- **Pacific Power communications:** Recipient shall allow Pacific Power to include information regarding the Project in Pacific Power’s public communications. This includes Pacific Power’s use of photographs of the Project in brochures and on internet pages.

## V. AWARD FUNDING

**Recipient may apply for initial disbursement of 75 percent of the total project amount and will be remitted within thirty (30) business days of the signed agreement. The remaining up to 25 percent will be remitted once the project is complete and Pacific Power has received all documentation required to verify project expenses and completion that all funding requirements, including reporting and documentation, have been met. Payment will be remitted directly to the Recipient or to their designated assignee as directed by the award recipient. Full payment will be distributed once the project is complete and verified through the steps detailed in Section III above.**

In the event of the nonperformance of the Grantee, Pacific Power shall require the full recovery of the unspent moneys. A Recipient shall provide a money transfer confirmation within forty-five (45) days upon the receipt of a notice from Pacific Power. Recipient shall report the value of any unused balance of the advance payment and interest earned and submit quarterly fiscal accounting report. Grant funding will be remitted directly to the applicant or to their designated assignee as directed by the award recipient.

## VI. RECIPIENT BREACH; GRANT AWARD RETURN

If (i) Recipient fails to comply with the Grant Requirements; (ii) Recipient’s representations and warranties in this Agreement are determined by Pacific Power to be untrue; or (iii) Recipient materially breaches any other terms and conditions of this Agreement (each, a “Recipient Breach”), then Pacific Power may provide notice describing such Recipient Breach to Recipient. If Recipient does not cure the Recipient Breach within 14 days of the date of such notice (or within a longer period if Pacific Power determines in its sole discretion that additional time is required to cure) then Recipient shall refund the Grant Award to Pacific Power in its entirety.

## VII. NOTICE

Any communication or notice issued by a party pursuant to this Agreement shall be in writing and provided to the other party as follows:

If to Pacific Power, by email to [plugin@pacificpower.net](mailto:plugin@pacificpower.net).

If to Recipient [[nick.lilly@crookcountyor.gov](mailto:nick.lilly@crookcountyor.gov)\_\_\_\_\_]<sup>1</sup>

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<sup>1</sup> Note to Recipient – Please include multiple points of contact to ensure that notice is received by Recipient.  
Crook County Justice Center | Grant Agreement | 5

Either party may update its method of receiving notice by written notice to the other party as provided above.

## VIII. RECIPIENT REPRESENTATIONS AND WARRANTIES

Recipient represents and warrants as follows:

- Recipient is a non-residential customer of Pacific Power.
- Recipient has all authorizations and permits required under applicable law to complete the Project, including, as applicable, to construct the Project, purchase Project assets, and maintain and use the Project as intended.
- Recipient is authorized to enter into this Agreement, and the person executing this Agreement on behalf of Recipient is authorized to bind Recipient.

## IX. MISCELLANEOUS

**WAIVER OF JURY TRIAL.** TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

**Limitation of Liability.** Pacific Power's sole financial responsibility under this Agreement shall be the payment of the Grant Award. To the fullest extent permitted by law, Pacific Power's liability under this Agreement shall be limited to the payment of the Grant Award pursuant to the terms of this Agreement, and Pacific Power will have no further liability, whether in contract, tort, indemnity, or otherwise, and whether pursuant to a claim for direct, indirect, consequential, incidental, or punitive damages.

**Recipient Indemnity.** Recipient shall indemnify Pacific Power and its affiliates, officers, employees and agents against any claim, cause of action, or other liability arising from or related to this Agreement, the Project, or Recipient's use of the Grant Award.

**Entire Agreement.** This Agreement constitutes the entire understanding between Recipient and Pacific Power relating to the Grant Award and the other matters addressed by this Agreement.

Please initial each page, complete the Funding Recipient Acceptance section of the signature page, and return signed form to [plugin@pacificpower.net](mailto:plugin@pacificpower.net).



**Signature Page**

**Recipient Acceptance**

Crook County Justice Center, (funding award recipient) hereby understands and accepts all obligations and limitations associated with receiving an Oregon Clean Fuels E-Mobility Grant award and agrees to the requirements and conditions described in this agreement.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

**Pacific Power Acceptance**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

## Appendix A

### Project Data Reporting Requirements

Uptime % EVSE ports
Station Name
MAC Address
Org Name
Start Date
Start Time Zone
End Date
End Time Zone
Transaction Date (Pacific Time)
Total Duration (hh:mm:ss)
Charging Time (hh:mm:ss)
Energy (kWh)
GHG Savings (kg)
Gasoline Savings (gallons)
Port Type
Port Number
Plug Type
EVSE ID
Address 1
Address 2
City
State/Province
Zip/Postal Code

Country
Latitude
Longitude
Currency
Price (\$/kWh) to charge
Fee
Ended By
Plug In Event ID
Transaction ID
Driver Zip/Postal Code
User ID
Start SOC
End SOC
County
System S/N
Model Number
OnRamp ID Tag
Payment Terminal Session ID
Vehicle MAC ID



## Agenda Item Request

**Date:**

*December 5, 2023*

**Meeting dates desired:**

*December 13, 2023 work session*

*December 19, 2023, regular session*

**Subject:**

*Human Resources Roadmap*

**Background and policy implications:**

*We have discussed an assessment/strategic plan for each department to occur periodically. To date several departments, have recently or are in the process of completing these efforts: finance (outside), Sheriff's Office (internal with limited outside assistance), IT (external), Community Development (internal), Library (outside), and Museum (internal).*

*The County presently has a Request for Quotes for a Human Resource Information Systems (HRIS) pending. Prior to launching this effort, it will be extremely helpful to complete an assessment of the Human Resources operations. This effort will help prioritize the aspects of the HRIS to implement first and identify opportunities for process improvement.*

**Budget/fiscal impacts:**

*The fee for this engagement is \$29,000, plus any travel related costs (travel is not anticipated). The HR budget includes funding of \$150,000 for an HRIS solution and savings in personnel (\$30,000+) to pay the cost of this contract without any budget adjustment.*

**Legal Review:**

*Legal prepared the attached personal services agreement.*

**Requested by:**

*Andy Parks, Contract County Administrator*

**Presenters:**

*Andy Parks, Contract County Administrator*

**Attachment**

*Personal Services Agreement including engagement letter*

## HUMAN RESOURCES ROADMAP SERVICES AGREEMENT

This Human Resources Roadmap Services Agreement (hereinafter “the Agreement”) is made by and between Virtual Information Executives, LLC, an Oregon limited liability company (hereinafter VIE) and Crook County, a political subdivision of the State of Oregon (hereinafter County.) VIE and County may be referred to herein as “a Party” or collectively as “the Parties.”

### RECITALS

A. WHEREAS, County is responsible for the administration of human resources, benefit administration, personnel management, and other related functions, in the conduct of its public services. To do so, County utilizes a software program called, variously, Naviline or “greenscreen,” which is no longer fit for its purpose; and

B. WHEREAS, many of the current functions undertaken by the Human Resources office involves the labor-intensive administration of paper forms, and the entry of data into the inefficient Naviline program, which create unavoidable opportunity costs; and

C. WHEREAS, in order to help ensure the efficient operation of the County’s enterprise and public service functions, to meet the needs of the local community, and to assist with the planning of future budget expenditures, County wishes to engage VIE to undertake a thorough review of the operations, functions, programs, and potential improvements of its Human Resources document management functions. The ultimate goal will be to gather detailed information from which the County can undertake to adopt a new Human Resources Information System (HRIS) program for County-wide operations.

### AGREEMENT

*Now, therefore*, in consideration of the mutual covenants contained herein, the legal sufficiency of which is acknowledged, the Parties agree as follows:

1. Adoption of Recitals: The above Recitals are incorporated into this Agreement as terms of contract, and not mere recitals.
2. Effective Date and Duration: This Agreement becomes effective on the date when signed by both Parties (hereinafter “the Effective Date.”) VIE’s work is expected to begin in early January, and is expected to take eight-to-twelve weeks to complete. Unless sooner terminated according to its provisions, this Agreement will expire on April 30, 2024. The expiration or termination of this Agreement will not prejudice any right or obligation which accrued prior to such expiration or termination.
3. Payment: Provided that VIE has provided to County a W-9 form, County will remit to VIE a fee as follows: Fees as described per the attached Exhibit 1, “Engagement Letter” dated December 5, 2023.

4. Scope of Services: VIE will perform those services described on the attached Exhibit 1, by this reference incorporated herein.
5. County Point of Contact: To help reduce the possibility of miscommunications, County will confer with VIE via a limited number of personnel. Unless altered by written notice to VIE, the County's point of contact will be: The County Human Resources Director, or, if that office is vacant, the individual as the County Administrator may designate.
6. Confidentiality: During the course of performance of work under this Agreement, VIE may receive information regarding organizations and County's business practices, employees, clients, etc. VIE agrees to maintain the confidentiality of such information and to safeguard such information against loss, theft or other inadvertent disclosure.
7. Independent Contractor: By its execution of this Agreement, VIE certifies its status as a "Contractor" as that term is used under the laws of the State of Oregon, and that all performance of any labor or services required to be performed by Contractor under the terms of this Agreement shall be performed in accordance with the standards set forth in ORS 670.600.
8. Authorized Signatures Required: Only those persons authorized by County may enter into a binding agreement or contract, including a purchase order, for the purchase or sale of goods or services on the part of County. All persons doing business with County shall be responsible for being familiar with the Crook County Purchasing Rules and Procedures and for ensuring that the person purporting to act for County has been duly authorized.
9. Compliance With the Laws: VIE agrees to comply with the provisions of this Agreement, Title VI of the Civil Rights Act of 1964, and with all applicable federal, state, county and local statutes and rules.
10. Protection of Personal Information: If VIE obtains any personal information as defined in ORS § 646A.602(11) related to this Agreement or concerning any County employee, VIE agrees to provide appropriate safeguards to protect the security of this information. VIE shall have provided appropriate safeguards by meeting or exceeding the requirements stated in ORS §646A.622.
11. Entire Agreement: This Agreement signed by both parties is the final and entire agreement and supersedes all prior and contemporaneous oral or written communications between the parties, their agents and representatives.
12. Amendments: This Agreement may be supplemented, amended or revised only in writing signed by both Parties.
13. Assignment/Subcontracting: Neither party may assign or subcontract this Agreement, in whole or in part, without the prior written consent of the other Party, which consent will not be unreasonably withheld. Notwithstanding the foregoing, VIE may subcontract with the following individuals: Mark Wehrmeister and Carole Whiteside.

14. Termination: Notwithstanding any term to the contrary herein, either Party may terminate this Agreement for reasonable cause upon thirty (30) days' prior written notice. As used herein, "reasonable cause" includes material violation of this Agreement or any act exposing the other party to liability to others for personal injury or property damage. Termination will not prejudice any right or claim which accrued prior to termination. Such notice will be sent to:

County:  
Crook County  
Attn: Legal Dept.  
300 NE Third Street  
Prineville, OR 97754

VIE:  
Virtual Information Executives, LLC  
Attn: Manoj Garg  
12639 NW Waker Drive  
Portland, OR 97229

15. No Authority to Bind County: VIE has no authority to enter into contracts on behalf of County. This Agreement does not create a partnership between the parties.

16. Governing Law and Venue: Any dispute under this Agreement shall be governed by Oregon law with venue being located in Prineville, Oregon.

17. Severability: If any part of this Agreement shall be held unenforceable, the rest of this Agreement will remain in full force and effect.

18. Conditions Concerning Payment, Contributions, Liens, Withholding. Pursuant to ORS 279B.220, VIE shall:

- a) Make payment promptly, as due, to all persons supplying to the VIE labor or material for the performance of the work provided for in the contract.
- b) Pay all contributions or amounts due the Industrial Accident Fund from the VIE or subcontractor incurred in the performance of the contract.
- c) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
- d) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

19. Condition Concerning Payment for Medical Care and Providing Workers' Compensation. Pursuant to ORS 279B.230, VIE shall:

- a) Promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of Employee, of all sums that VIE agrees to pay for the services and all moneys and sums that VIE collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.
- b) Comply with ORS 656.017 or if not exempt under ORS 656.126.

20. Certification of Tax Compliance. By executing this Agreement, Contractor represents and warrants that it has complied with the tax laws of this state or a political subdivision of this

state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318; Contractor further covenants to continue with said compliance during the term of this Agreement. Noncompliance with this provision is a default for which County may terminate the Agreement, in whole or part, and seek damages under the terms of this Agreement or applicable law.

21. Attorney Fees: In the event an action, lawsuit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall bear its own attorney fees, expenses, costs and disbursements for said action, lawsuit, proceeding or appeal.

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

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates below.

ACCEPTED FOR COUNTY:

By:

Print: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_


ACCEPTED FOR VIE:

By:



Print: Manoj Garg  
Title: Managing Partner  
Date: 12/12/2023

EXHIBIT 1  
SCOPE OF SERVICES

	<b>Engagement Letter</b>	
	<b>Crook County, Oregon</b>	<b>12/5/2023</b>
	<b>Human Resources Roadmap</b>	

County Court, Crook County  
Andy Parks, Contract County Administrator  
300 NE 3rd Street  
Prineville, Oregon 97754

Dear Andy:

Thanks for the recent conversations regarding the state of Human Resources (HR) operations at Crook County (CC). Per your request, I have prepared an engagement letter for an HR Roadmap for Crook County. The roadmap will provide a high-level view of the current HR environment and recommendations to improve the HR services to Crook County.

Sincerely,

Mark Wehrmeister  
Practice Director

**Background**

Crook County is located in Prineville, Oregon and provides a variety of services to the citizens of Crook County. CC recently engaged VIE to perform an IT Assessment and create an IT Strategic Roadmap. That project is complete. Additionally, Crook County has identified the need for an HR Roadmap.

Crook County is currently using an outdated ERP system, known as "Navaline", as its HRIS system. The IT Strategic Roadmap calls for replacement of Navaline with a new HRIS system to enable improvement in enterprise-wide business processes and to tackle largely manual and independent departmental business processes.

CC has determined that it needs to assess the current state of HR operations and create a plan for HR service and process improvements to help prepare for this project. CC wishes to engage the services of VIE to perform a comprehensive HR assessment and construction of an HR Roadmap. **VIE is pleased to offer these services and work with CC on this important initiative.**

**HR Roadmap Approach and Methodology**

VIE will follow our standard methodology for projects of this scope. We have performed many similar projects for clients in multiple industries including clients in State, County, and City Government. We will offer a strong team of two highly experienced management consultants to perform a comprehensive HR assessment and create the roadmap.



The state of Crook County HR must be assessed before a roadmap is created. Our assessment includes the people, processes, and technology. The following lists our approach to the assessment and roadmap development.

A list of the assessment components includes:

- Review current business objectives,
- Review current HR plans and activities,
- Review current HR organizational structure and capabilities,
- Review current HR Work Force Planning processes including recruiting, training, and retaining,
- Review current HR onboarding and offboarding processes,
- Review current HR applications, understanding usage,
- Review current vendor relationships and support structure, including HRIS administration,
- Review core business and administrative processes,
- Review current HR policies and procedures including Accommodations & Compliance,
- Review current HR prioritization processes,
- Review current HR budget,
- Review current payroll processes,
- Review current HR Employee Relations processes,
- Review current HR performance and operational metrics,
- Structured interview process across all disciplines in the organization

#### **Deliverables**

- a. Comprehensive report that addresses strengths, weaknesses, and recommendations for better aligning HR leadership, services, and resources with business goals.
- b. Specific recommendations for improving the efficiency and effectiveness of key business processes and for improving the quality and availability of management information.
- c. A prioritized roadmap to help guide implementation of the new HRIS system including recommended initiatives for addressing gaps in HR services.
- d. A presentation to Project Sponsors and Stakeholders.

#### **Work Process**

If we are awarded the project, we will perform the following actions in the order indicated:

1. Provide you with a pre-assessment checklist. This checklist requests specific documentation related to your goals and HR environment. Documents requested typically include an org chart, enterprise objectives, budget, and policies. Additional documents may be requested during the assessment.
2. Interviews with leadership, department heads, and additional department personnel, HR Staff, and management (as determined with CC) to collect information on the current HR environment, HR capabilities, customer service perception, and unmet needs.
3. Upon completion of the data collection, interviews, and document gathering, VIE will prepare a set of preliminary discussion points to review with CC. This will allow CC to provide feedback to VIE on specific issues or concerns that have not been addressed in the data collection portion. At that

point, we will have a good understanding of the current capabilities and state of the HR environment and its role in the organization.

4. The next step is to perform an analysis of the current state with industry best practices and practical proven experience of our team to create a gap analysis. Once the gaps are understood our team will prepare a report documenting in specific detail the current environment, identifying things that are working well, the gaps or areas for improvement or change and specific recommendations to address the gaps. Implementing these recommendations will provide clear and measurable alignment and will support the overall Client objectives.
5. The HR Roadmap, complete with recommendations for improvements, will be provided and will address all areas defined in advance by the Client and agreed upon by VIE.
6. Presentation of HR Roadmap to Project Sponsors and Stakeholders.

**Measures of Success**

1. Feedback from stakeholders on the results and value of the VIE HR Roadmap.
2. Recognition and awareness of more efficient and effective business processes.
3. Understanding and knowledge about the current state of HR.

**Project Value**

As a result of completing this project Crook County will realize the following business benefits:

1. An outside expert opinion on the current state of HR.
2. A solid HR Roadmap that enables organizational goals and objectives.
3. Specific recommendations for improving HR systems, staffing, and processes.
4. Better alignment of HR to business goals.
5. Improved performance of Crook County's HR investments over time.

**Consultants, Pricing and Timeline**

We will provide Carole Whiteside and Mark Wehrmeister for this engagement. Mark will lead the engagement. All our consultants have served as C-level executives in multiple industries and have extensive management consulting experience in performing assessments and creating roadmaps like this engagement.

VIE will perform the project for a fee of \$29,000 with \$14,500 due on start of the project. VIE expects that the engagement will take about eight to twelve weeks to complete. We can start this engagement at the beginning of January 2024 or later. We will invoice the remaining fees on completion of the engagement.

We anticipate doing this engagement remotely. Any travel will be approved by Client and travel expenses will be billed at cost. We will minimize travel expenses.

**Joint Accountabilities**

1. CC will provide a point of contact to serve as the Client project coordinator and approve invoices for payment.
2. CC will provide access to key personnel for gathering information.
3. VIE will provide reports on progress regularly and on request.

4. Each party agrees to inform the other about any intelligence or finding that would adversely impact the success of the project so that rapid action could be considered.
5. Both CC and VIE will treat confidential information with sufficient care.

**Terms and Conditions**

**Expenses:** VIE will present expenses to Client for approval prior to incurring them. For travel out of town, reasonable travel expenses will include personal car mileage reimbursement, full coach airfare, taxi or rental car, hotel, meals and tips. Travel time is billable at 50% of full billing rate.

**Invoicing and Payment:** Unless otherwise specified, payment is due in full on receipt. VIE may, at its option, discontinue services until all overdue amounts are paid. Any invoice thirty (30) days overdue shall bear a late payment charge of 1.5% per month after the due date or the highest rate allowed by law, whichever is less.

**Satisfaction Guarantee:** The quality of our work is guaranteed. Once accepted, this agreement cannot be cancelled for any reason, and payments are to be made at times specified. However, you may reschedule, postpone or delay this project as your business needs may unexpectedly dictate without penalty and without time limit, subject only to mutually agreeable time frames in the future.

**Solicitation of VIE Consultants:** Should Client make an offer of employment to the VIE consultant during the course of the consultant’s engagement with Client and up to six months after the engagement is concluded, Client agrees to pay VIE 15% of the total annual salary and benefits of the hired VIE consultant.

**Referrals:** Referrals are very important for VIE and the key enabler for our business. Upon the successful completion of key milestones in the project we will request referrals or a reference letter.

**Signatures**

Client signature below indicates acceptance of this statement of work and the terms and conditions herein.

For Virtual Information Executives:

For Crook County:



Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Manoj Garg

Name: \_\_\_\_\_

Title: Managing Partner

Title: \_\_\_\_\_

Date: December 5, 2023

Date: \_\_\_\_\_



## Agenda Item Request

**Date:**

*December 5, 2023*

**Meeting dates desired:**

*December 19, 2023, regular session*

**Subject:**

*Consider appointment of Susan Hermreck to Commissioner position #1*

**Background and policy implications:**

*The County Court interviewed eight candidates for the vacant Commissioner seat December 7, 2023. Judge Crawford and Commissioner Barney each selected Susan Hermreck as their choice to fill the position.*

*County Clerk Cheryl Seely will be present to administer the oath of office.*

**Budget/fiscal impacts:**

*The position if fully budgeted.*

**Legal Review:**

*NA*

**Requested by:**

*Andy Parks, Contract County Administrator*

**Presenters:**

*Seth Crawford, County Judge*

**Attachment**

*None*

**IN THE COUNTY COURT OF THE STATE OF OREGON**  
**FOR THE COUNTY OF CROOK**

<b>IN THE MATTER OF APPOINTING</b>	)	
<b>SUSAN HERMRECK TO FILL THE</b>	)	<b>ORDER 2023-49</b>
<b>VACANCY IN THE NONPARTISAN</b>	)	
<b>OFFICE OF COUNTY COMMISSIONER</b>	)	
<b>POSITION # 1</b>	)	

**WHEREAS**, on Thursday, December 7, 2023, the County Court met in Special Session pursuant to Crook County Code 2.08.010 to fill the vacancy in the nonpartisan office of one of the County Commissioners (Position # 1); and

**WHEREAS**, the Special Meeting on December 7, 2023, commenced at 1:00 PM for the purpose of interviewing the Court’s nominees and selecting the person to fill the vacancy; and

**WHEREAS**, after interviewing the nominees, each member of the County Court determined that he wished to have nominee Susan Hermreck appointed to the vacant position.

**NOW, THEREFORE, BE IT ORDERED** by the Crook County Court that Susan Hermreck is hereby appointed to the nonpartisan office of Crook County Commissioner Position # 1.

DATED this 19th day of December, 2023.

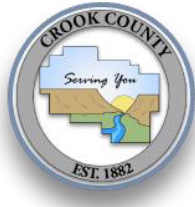
CROOK COUNTY COURT

\_\_\_\_\_  
SETH CRAWFORD, County Judge

\_\_\_\_\_  
[VACANT]

\_\_\_\_\_  
BRIAN BARNEY, County Commissioner

## AGENDA ITEM REQUEST



**Date:**

12/4/2023

**Meeting date desired:**

December 13, 2023 (Work Session)

December 20, 2023 (Regular Court Meeting)

**Subject:**

Community Development Strategic Plan

**Background and policy implications:**

During the 2023 calendar year, the Community Development Department prepared a strategic plan. The plan (1) states the Department's core mission, (2) based on an analysis of the Department's strategic posture, identifies goals and objectives for a five-year planning period, and (3) lists key performance indicators to track Department performance.

A copy of the draft Strategic Plan is attached.

**Budget/fiscal impacts:**

None

**Requested by:**

Will Van Vactor

will.vanvactor@crookcountyor.gov | 541.447.3211

**Presenters:**

Will Van Vactor

**Legal review (only if requested):**

**Elected official sponsor (if applicable):**



*Crook County Community Development Department*

# **Strategic Plan**

***2023-2028***





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## INTRODUCTION

### STRATEGIC PLAN BACKGROUND

#### PURPOSE

This Strategic Plan reviews the Community Development Department’s strategic posture and identifies the Department’s goals and objectives for the next five years. The goals and objectives are developed to ensure the Department is working to meet its mission statement, implement the County Court’s work plan, and fulfill the Department’s regulatory compliance requirements. To track progress towards meeting the identified goals and objectives, this Strategic Plan also identifies key performance indicators that can be reviewed and reported on.

#### PLANNING PROCESS

The Department developed this Strategic Plan through the work of a Strategic Plan Committee. The Committee began meeting in early 2023. Through the process, the Committee members received feedback from key community stakeholders and the County Court.

A draft of the Strategic Plan was presented to the public and County Court on December 13, 2023 and December 19, 2023.

#### STRATEGIC PLAN COMMITTEE MEMBERS<sup>1</sup>

- Will Van Vactor, Director
- Randy Davis, Building Official
- Lori Furlong, Operations Manager (ret.)
- Julie Lancaster, Onsite Supervisor
- Chris Haindel, Sanitarian
- Hannah Elliott, Senior Permit Technician
- Katie Sexton, Administrative Clerk
- Ashley Leslie, Senior Permit Technician
- Scott Platko, Senior Building Inspector
- Andy McChesney, Senior Building Inspector
- Louis Seals, Compliance Officer



## OVERVIEW AND MISSION STATEMENT

### CROOK COUNTY

Founded in 1882, Crook County has a rich history with a strong commitment to its heritage. The County values its independence, authenticity, rural lifestyle, friendly people, natural resources, and vibrant agricultural sector. It also values providing a variety of economic development opportunities.

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<sup>1</sup> The Strategic Plan Committee also acknowledges Brent Bybee, former Planning Manager, for his contributions to the strategic planning process.

Crook County is in the geographic center of Oregon and covers an area of 2,991 square miles. The only incorporated city in Crook County is the county seat, Prineville. Rural service areas include Powell Butte, Post, and Paulina.

According to the United States Census Bureau, based on 2022 estimates, Crook County is the fastest growing county in Oregon. The 2022 Census estimates the population of Crook County to be 26,375, with a growth rate of 6.6% between 2020 and 2022. This growth provides exciting opportunities for the community and its citizens but poses challenges that must be addressed. The Community Development Department serves a critical function in ensuring growth occurs in a manner that provides opportunity for all, now and in the future.

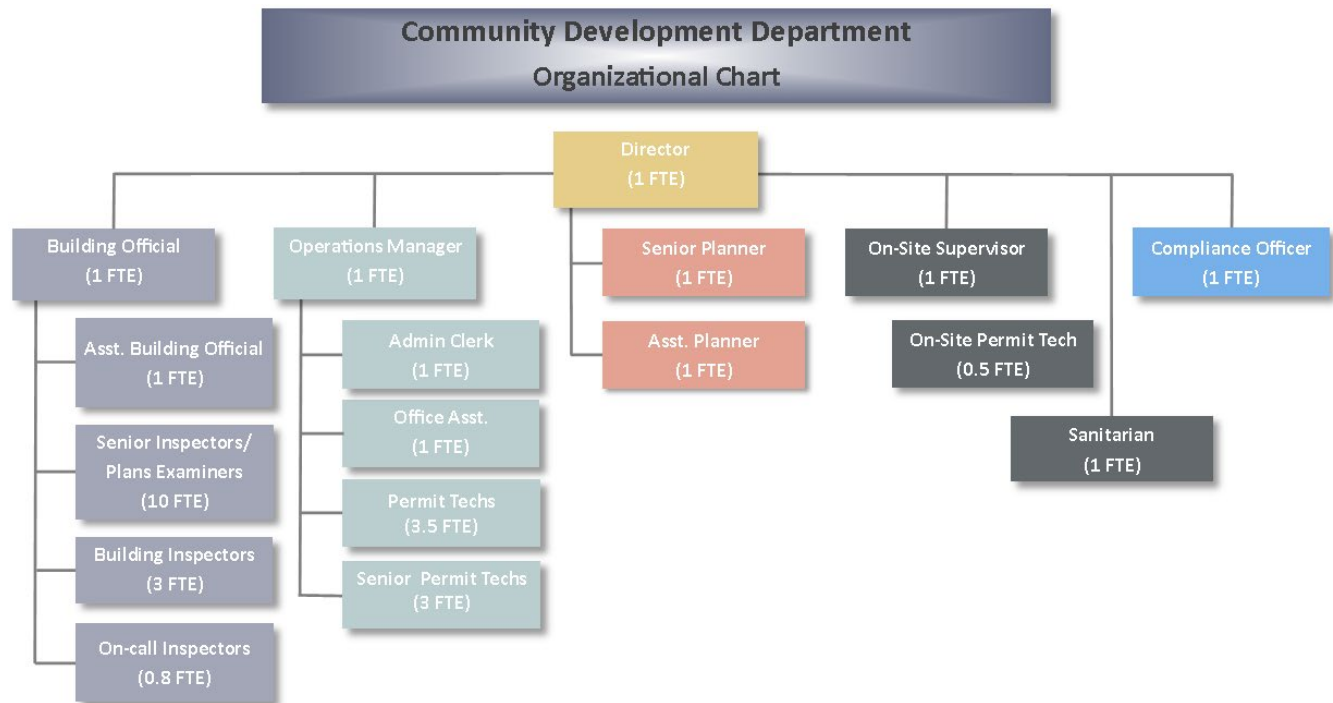
## COMMUNITY DEVELOPMENT DEPARTMENT

### MISSION STATEMENT

The Community Development Department's mission, through the collaborative efforts of its building safety, land use, onsite (septic), and code compliance programs, is to enhance the quality of life for all residents by applying the required development standards to safeguard life, health, property, and public welfare, while encouraging innovation, sustainable communities, and the preservation of the unique character of Crook County.

### DEPARTMENT ORGANIZATION

The Community Development Department facilitates orderly growth and development in Crook County through its Building, Planning, Operations, Onsite (septic), and Compliance programs. The Department, through the Fiscal Year 2024 budget, requested 33 positions.<sup>2</sup> The Department is organized as follows:



<sup>2</sup> There are eight unfilled positions as of the date of this strategic plan.

**BUDGET OVERVIEW**

The Community Development Department’s budget reflects a conservative effort to limit new or increased expenses, while trying to account for inflation and increased staffing costs. The Department needs to balance its need for providing critical services to the public while also conservatively planning for personnel additions to avoid budget constraints should there be a recession or downturn in development. The unprecedented growth and significant commercial development in Crook County in recent years has allowed the Department to maintain its reserve fund and plan for a potential economic slowdown.

The Department’s revenue is generated almost exclusively from fees, including plan review, building permit fees, onsite and planning application fees. To support long-term planning and other Department needs, the County adopted an Advanced Planning Fee in FY’24. This will help low revenue generating departments accomplish critical planning tasks without needing to seek support from the General Fund.

The Department’s primary expenses are personnel related. Other significant expenses include contracted for services (e.g, TSP update), internal service fees, rent paid to the County for its office space, and vehicles.

<b>Crook County</b>				
<b>Community Development</b>				
<b>FY 2024 BUDGET, numbers shown in thousands</b>				
	<b>2022</b>	<b>2023 ADJ</b>	<b>2023 YE</b>	<b>2024</b>
	<b>ACTUALS</b>	<b>BUDGET</b>	<b>ESTIMATE</b>	<b>ADOPTED</b>
<b>Resources</b>				
Beginning Fund Balance	\$ 6,480	\$ 10,677	\$ 11,107	\$ 10,670
<b>Revenue</b>				
Licenses, Permits & Fees	7,980	4,693	3,045	3,804
Charges for Services	12	8	3	9
Miscellaneous	53	110	217	375
<b>Total Revenue</b>	<b>8,046</b>	<b>4,811</b>	<b>3,265</b>	<b>4,188</b>
<b>Total Resources</b>	<b>14,526</b>	<b>15,487</b>	<b>14,372</b>	<b>14,858</b>
<b>Requirements</b>				
<b>Appropriation</b>				
Building	\$ 2,014	\$ 2,601	\$ 2,131	\$ 3,138
Code Enforcement	-	104	106	149
Electrical	463	662	548	532
On-Site	233	323	271	353
Planning	709	954	646	938
Transfers	-	-	-	-
Contingency	-	1,976	-	750
<b>Total Appropriation</b>	<b>3,419</b>	<b>6,619</b>	<b>3,702</b>	<b>5,860</b>
<b>Other Requirements</b>				
Reserved for Future Expenditure	-	8,868	-	8,998
<b>Total Requirements</b>	<b>\$ 3,419</b>	<b>\$ 15,487</b>	<b>\$ 3,702</b>	<b>\$ 14,858</b>

**RESPONSIBILITIES AND DUTIES**

*BUILDING*

The Building Department establishes and enforces minimum building requirements to provide a reasonable level of safety, health and general welfare through affordability, structural strength, means of egress, stability, sanitation, light and ventilation, energy conservation and safety to life and property from fire and other hazards attributed to the built environment. The Building Department also provides a reasonable level of safety to fire fighters and emergency responders during emergency operations.

The building team seeks to effectively and professionally:

- Perform plan reviews and inspection fieldwork for all types of buildings and structures.
- Promote effective and uniform enforcement of building codes, including but not limited to state, county, and city codes.

- Meet with County officials, developers, designers, contractors and owners to help identify and resolve issues during all phases of the permitting and construction process.

#### *CODE COMPLIANCE*

Code Compliance seeks to prevent, detect, investigate, and enforce violations of statutes or ordinances regulating public health, safety, and welfare, public works, building standards, land use, and inter-governmental affairs. The Compliance program investigates violations by making site inspections, locating responsible parties, researching applicable violations, and taking appropriate action. Crook County Code Compliance seeks first to obtain voluntary code compliance and to avoid the hearings process whenever possible. The objective is to provide solutions, referrals to additional resources, or creative problem-solving resolutions. The Department has retained hearings officers to assist with code compliance hearings when necessary.

#### *ONSITE (SEPTIC)*

The Onsite program seeks to protect the environment and human health through the management and regulation of onsite septic installations in Crook County. To do so, it must meet the County’s obligations and responsibilities to the Oregon Department of Environmental Quality (DEQ) and related Oregon septic code, while enhancing the quality of life for all county residents through the support for septic-related repair permitting, new site development, connection to city sewer services when available, and the facilitation of funding these projects through non-profit entities.

#### *OPERATIONS*

The Operations team is responsible for ensuring that customers are provided with the most accurate information, that services are coordinated effectively between the other Community Development programs, and that projects are processed in a timely, professional manner.

#### *PLANNING*

The Planning Department, through its current planning program, assists the public and ensures development is consistent with state and local land use law. Its duties include reviewing land use applications for compliance with state and local law, including the County’s “Zoning” and “Land Divisions” ordinances, and facilitates public hearings on land use related matters.



Through its long-range planning program, the Planning Department addresses the future land use and growth needs of Crook County. Activities addressed through long range planning include code updates to applicable land use regulations, amendments, and updates to the Comprehensive Plan, as well as updates to the Transportation System Plan.

### **COUNTY COURT WORK PLAN**

For Fiscal Year ’24, the Crook County Court, with input from the public and Community Development Department, adopted the following work plan for the Department:

- Update to the Transportation System Plan (TSP)
- Finalize and implement strategic plan
- Research technology enhancements
  - Digital plan review (implement FY 2025)
  - Alternative document management software for better public interface and use by staff in field
- Review and update department fees
- Create plan for state-of-the-art community development facility
- Consider options for updating comprehensive plan in fiscal year 2025

## STRATEGIC POSTURE

To determine the Department’s strategic posture, the Strategic Planning Committee reached out to stakeholders and conducted an analysis of its strengths, weaknesses, opportunities, and threats.

## STAKEHOLDER FEEDBACK

### BUILDING

The Building and Operations teams reached out to contractors, engineers, and architects who regularly conduct business with the Building Department. Feedback from these stakeholders was highly complementary of the customer service and the timeliness in which the Department responds. A couple of stakeholders expressed a desire to turn in planning applications and structural plans for review at the same time. A stakeholder also commented on the turnover amongst building inspectors.



### CODE COMPLIANCE

Code Compliance reached out to members of the public that have engaged in the compliance process, including past alleged violators. Those who received notice of an alleged violation expressed a wish that those filing complaints had reached out in advance of filing a complaint. Some also expressed a lack of awareness regarding certain code provisions and that it might be helpful to provide additional resources to help educate the public about the applicable codes.

On the other hand, those who filed complaints were frustrated that they had to sign a complaint before the County would open an investigation. Those filing complaints also prefer to remain anonymous. Complainants also voiced frustration regarding the length of time it can take to resolve a violation after a complaint is turned in.

Stakeholders were pleased with the professional service and communication they received from County personnel.

**ONSITE (SEPTIC)**

Onsite stakeholders, including septic installers, expressed the importance of quality communication, flexible problem solving, timely response, and friendly relationships. They also expressed the importance of retaining staff and acknowledging the existing culture in the community. DEQ, as the regulatory agency overseeing the Onsite program, reiterated the need for thorough due diligence and accuracy.

**PLANNING**

The Planning Department spoke to a group of stakeholders including land use attorneys, consultants, planning commissioners, and real estate agents. The vast majority noted that the Planning Department provides excellent service and timely decisions. A couple noted that the land use process is taking longer and getting more expensive, the office space is cramped and that it would be helpful to make historical documents easier to find online.

**SWOT ANALYSIS**

The Strategic Plan Committee completed an analysis of the Department’s strengths, weaknesses, opportunities, and threats (SWOT analysis). The SWOT analysis is based on an internal assessment of the Department as well as stakeholder feedback. The following is a summary of the SWOT Analysis.

<b>S</b> Strengths	<b>W</b> Weaknesses	<b>O</b> Opportunities	<b>T</b> Threats
<ul style="list-style-type: none"> <li>• Employees</li> <li>• Financial position</li> <li>• Relationships</li> <li>• Turnaround time on customer requests</li> <li>• Internal county support</li> <li>• Demand for services</li> <li>• Technology (Accela, GIS, Eagleview)</li> </ul>	<ul style="list-style-type: none"> <li>• Physical Office Space</li> <li>• Recruiting</li> <li>• Comprehensive Plan</li> <li>• Staff certification and training</li> <li>• Succession planning</li> </ul>	<ul style="list-style-type: none"> <li>• Development trends</li> <li>• Desirable location</li> <li>• Increased training</li> <li>• Digital plan review (Building)</li> <li>• New office space</li> <li>• Online application submittals (Planning)</li> <li>• Staff retention</li> </ul>	<ul style="list-style-type: none"> <li>• Economic and real estate market</li> <li>• Natural disasters</li> <li>• Employee turnover</li> <li>• Bureaucracy and changing regulations</li> <li>• Product availability, supply chain issues</li> </ul>

**STRATEGIC GOALS AND INITIATIVES**

Based on the County Court’s work plan for the Community Development Department, as well as the strategic posture of the Department, the following strategic goals and initiatives were identified.

**STRATEGIC GOALS**

**GOAL 1**

Enhance the quality of life for all residents through the application of development standards to protect the life, health, property and public welfare, while encouraging innovation and sustainability.

## **GOAL 2**

Provide professional service and public assistance (including public outreach and education), while streamlining and maintaining core process, and ensuring the Department remains adaptable and resilient.

## **GOAL 3**

Ensure employee satisfaction, through retention policies, effective recruiting, and succession planning.

### **STRATEGIC INITIATIVES**

#### *BUILDING*

##### **GOAL 1 (BD-1): MAINTAIN ROBUST CERTIFICATION AND TRAINING**

- Maintain minimum inspector certification level: Residential Structural, Mechanical, Electrical, Plumbing and Manufactured home inspector, as well as one Commercial Certification.
- Maintain at a minimum (2) inspectors certified in each A-Level certification within the Department.
- Continually seek and obtain any training that can be found available to provide experience and knowledge within each type of certification (e.g., residential, commercial).
- Complete all required code change classes, certification training and testing as required by the State of Oregon for all certifications held by Department Staff.

##### **GOAL 2 (BD-2): MAINTAIN HIGH-LEVEL PERFORMANCE FOR PERMITTING, PLAN REVIEW AND INSPECTIONS**

- Provide efficient and complete inspections of all scopes of work in a timely manner and effectively communicate results with contractors and homeowners.
- Provide complete and timely review of all submitted plans and effectively communicate the results with designers, architects, engineers, contractors, and homeowners.
- Continue to provide digital plan review for residential construction and work towards staff training and commercial plan review services. Also, in addition to training look into additional digital plan review technologies.

##### **GOAL 3 (BD-3): IMPROVE PUBLIC OUTREACH**

- Host code change updates during code change cycles to educate the public and contractors of new code requirements.
- Develop specific handouts to help customers prepare complete submittals/deferred submittals for more involved occupancy classifications.

#### *CODE COMPLIANCE*

##### **GOAL 1 (CC-1): OBTAIN VOLUNTARY COMPLIANCE WHENEVER POSSIBLE**

- Establish working relationships with local non-profit organizations.
- Identify grant opportunities.
- Create a Landfill Fund for hardship cases.
- Strive to obtain abatement and resolution of complaints within 365 days or less.

##### **GOAL 2 (CC-2): PROVIDE GUIDANCE AND DIRECTION IN A FAIR AND IMPARTIAL MANNER**

- Update Nuisance Code to address excessive solid waste more specifically.
- Develop a more streamlined approach on the code compliance website.



### GOAL 3 (CC-3): FOCUS ON CUSTOMER SERVICE AND PUBLIC AWARENESS

- Develop a compliance education program.
- Incorporate all available public resources into the compliance process.
- Create a procedure manual for Crook County Code Compliance.

### GOAL 4 (CC-4): STREAMLINE THE CODE COMPLIANCE PROCESS

- Review and update the complaint notification documents.
- Incorporate the ability to issue citations through the hearing officer program.
- Develop a user-friendly hearing process that is accessible online, including updating the applicable code sections.

### *ONSITE*

#### GOAL 1 (ON-1) INCREASE THE NUMBER OF REPAIR PERMITS ISSUED

- Implement the COIC low-income grant program.
- Identify other funding opportunities to support septic repairs and sewer connections.

#### GOAL 2 (ON-2): ASSIST WITH WILLOWDALE/MELROSE AREA PLAN

- Coordinate with City officials and assist with planning for sewer and water expansion.
- Identify and assist with grant opportunities.

#### GOAL 3 (ON-3): EXPLORE OPPORTUNITIES TO IMPROVE GROUNDWATER QUALITY

- Seek out opportunities to assist the public with water quality concerns.
- Coordinate with DEQ and other state agencies as groundwater quality issues arise.

#### GOAL 4 (ON-4): IMPROVE PUBLIC OUTREACH

- Train customers and the public on best use of Accela.
- Develop relevant handouts and webpages providing important information regarding septic development in Crook County.

### *OPERATIONS*

#### GOAL 1 (OP-1): DEVELOP STAFF TRAINING PROGRAM

- Formalize staff training program to encourage cross training and encourage opportunities for cross-program learning.
- Identify learning opportunities, such as Permit Tech Certification, for the Operations team.

#### GOAL 2 (OP-2): DEVELOP STANDARD OPERATING PROCEDURAL MANUAL

- Identify core processes and key positions.
- Create written standard operating procedure manual.

#### GOAL 3 (OP-3): IMPROVE RECORDS AVAILABILITY

- Work with GIS and Assessor to identify property histories.
- Explore options for developing a website that is user friendly and provides at least basic info and property history in single location.
- Find ways to make Accela easier for the public to understand.

#### GOAL 4 (OP-4): SPACE PLANNING

- Work with the CDD team to plan and develop state of the art facility for the Department.
- Coordinate move to new space to minimize impact on staff and public.

#### PLANNING

##### GOAL 1: (PL-1): IMPROVE PUBLIC INTERACTION AND OUTREACH

- Streamline application submittal process (including online submittals).
- Provide bilingual services.
- Establish expected response times.
- Research application criteria.
- Create email auto response and tickler.

##### GOAL 2 (PL-2): START COMPREHENSIVE PLAN PLANNING

- Develop scope of work and timeline.
- Identify funding opportunities.
- Retain contractor or hire long-range planner.
- Begin planning process.

##### GOAL 3 (PL-3): COMPLETE TRANSPORTATION PLANNING

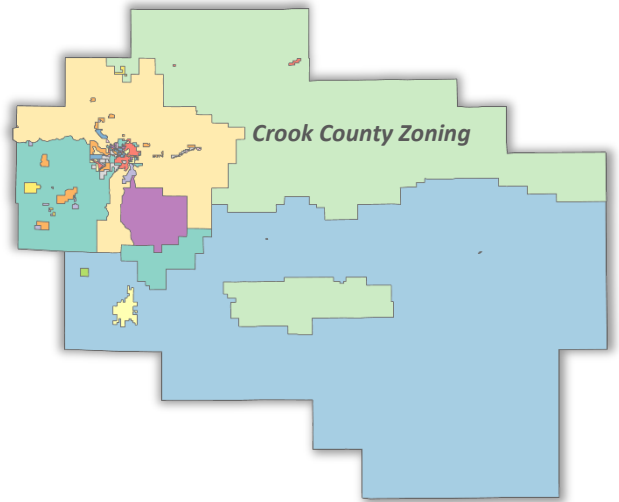
- Update Transportation System Plan
- Develop Safety Action Plan
- Explore TGM Refinement Plan Grants (e.g., Juniper Canyon, Powell Butte)
- Assist Public Works with secondary Juniper Canyon Access

##### GOAL 4 (PL-4): DEVELOP PUBLIC EDUCATION AND OUTREACH

- Improve understanding of development process from other departments.
- Improve general understanding of development financing process.
- Develop training program to assist public.

##### GOAL 5 (PL-5): EXPLORE OPPORTUNITIES TO DEVELOP LONG RANGE PLANNING PROGRAM

- Consider need for permanent program to assist with long range planning projects and regular code updates.
- Identify how to fund the program.



## KEY PERFORMANCE INDICATORS (KPIs)

To track performance in achieving the Department’s Goals and Initiatives the Department has identified the following KPIs. During the first year of this plan, Community Development will develop a system for tracking and reporting on these KPIs.

## **BUILDING**

- Perform 95% of all requested inspections within one (1) business day.
- Acquire and maintain a minimum certification level for each inspector, as follows: Residential Structural, Electrical, Plumbing, Manufactured Home, and one commercial certification.
- Achieve and maintain at a minimum two (2) inspectors certified in each of the required commercial certifications within the Building Department.

## **CODE COMPLIANCE**

- Close 60% of cases within 90 days of receipt of complaint.
- Complete initial inspection within one to three business days of receipt of complaint.
- Close 90% of complaints within 365 days of receipt of complaint.

## **ONSITE (SEPTIC)**

- Increase the number of major and minor repairs by an average of 15% each year of the strategic planning period.
- Achieve 95% compliance with ATT O&M requirements.
- Achieve 95% one-business day consultation turnaround.
- Achieve 75% one-business day turnaround for inspections.

## **OPERATIONS**

- Within two years of date of hire, all permit technicians receive permit technician certification.
- Ensure 75% of permit technicians are cross trained in one additional field within 3 years of date of hire.
- Conduct one public training session with public and customers every 6 months to increase knowledge about CDD operations and how to use Oregon e-Permitting for research.
- Respond to all email inquiries and voicemails within 1-3 business days.

## **PLANNING**

- Issue all administrative land use decisions not requiring notice within 14 business days of completed application.
- Issue all administrative decisions requiring notice (with no hearing) within 30 days of completed application.
- Complete minimum of one code update per calendar year to reflect changes in state and local law and to implement County policy.

## NEXT STEPS AND CONCLUSION

This Strategic Plan identifies the Department’s strategic goals and the initiatives it intends to implement to achieve those goals. It will guide Department priorities, budgeting and investment decisions for the next five years. This plan will enhance the Community Development Department’s mission and ensure the Department is providing the best possible service to the County and the public.

While this plan identifies goals and objectives for the next five years, it is not intended to be static. If economic conditions change demands, new opportunities arise, or the County Court identifies new work plan initiatives for the Department, this plan can, and should be, updated.



## AGENDA ITEM REQUEST



**Date:**

December 5, 2023

**Meeting date desired:**

December 19, 2023

**Subject:**

Signatures required for the 23/25 VOCA/CFA NC grant for the Victim Assistance Program.

**Background and policy implications:**

The Victim Assistance program has received the VOCA/CFA NC grant to run the program for many years.

**Budget/fiscal impacts:**

Total amount of the grant is \$259,346.74 for a two year grant cycle. The grant starts Oct. 1, 2023 to Sept. 30, 2025.

**Requested by:**

Julie Martinez - Victim Assistance Supervisor  
541-416-3821

**Presenters:**

Julie Martinez - Victim Assistance Program Supervisor  
Kari Hathorn - District Attorney

**Legal review (only if requested):**

yes

**Elected official sponsor (if applicable):**

n/a



**DEPARTMENT OF JUSTICE**  
CRIME VICTIM AND SURVIVOR SERVICES DIVISION

**MEMORANDUM**

DATE: October 1, 2023

TO: 2023-2025 VOCA and CFA Non-Competitive Grant Recipients

FROM: Marjorie Doran, Fund Coordinator

Attached is your agency's 2023-2025 VOCA and Criminal Fine Account (CFA) Non-Competitive Grant Agreement. Please download the entire document and have your authorized official sign the following pages:

- The final page of the Grant Agreement;
- Exhibit A – Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters, and Drug-Free Workplace Requirements;
- Exhibit B – Standard Assurances;
- Exhibit C – Single Audit Certification Letter;
- Exhibit D – Certification of Compliance with Regulations, Office for Civil Rights, Office of Justice Programs for Subgrants issued by the Oregon Department of Justice; and
- Exhibit E – Victims of Crime Act Special Conditions

Once the Grant Agreement is signed, please upload a copy of the signed Grant Agreement and Exhibits in the “Grantee Signed Grant Agreement” upload field on the “Grant Agreement Upload” page in your application in E-Grants. Once the documents are uploaded, you will need to **change the application status in CVSSD E-Grants to “Agreement Accepted.”**

Once the signed Grant Agreement has been uploaded in E-Grants, a copy of the Grant Agreement signed by both your authorized official and CVSSD Director Shannon Sivell will be uploaded into E-Grants and the status of your application will be changed to “Grant Awarded.” You will find the uploaded copy of your grant agreement under the “Agreement Upload” form on the Forms Menu of your application.

If you have any questions regarding this Agreement, please contact your Fund Coordinator.



**DEPARTMENT OF JUSTICE**  
Crime Victim and Survivor Services Division

**VICTIMS OF CRIME ACT  
CRIMINAL FINE ACCOUNT  
2023-2025 VOCA AND CFA NON-COMPETITIVE  
GRANT AWARD COVER SHEET**

<p><b>1. Applicant Agency's Name and Address:</b>  Crook County, acting by and through its District Attorney's Office 300 NE 3rd Street Prineville, OR 97754-1919  Contact Name: Julie Martinez Telephone: (541) 447-4158 E-mail: Julie.Martinez@crookcountyor.gov</p>	<p><b>2. Special Conditions:</b> This grant project is approved subject to such conditions or limitations as set forth the attached Grant Agreement.</p> <p><b>3. Statutory Authority for Grant:</b> <b>VOCA:</b> Federal Victims of Crime Act of 1984, as amended, 42 U.S.C. 1061 ET SEQ and ORS 147.231 (1) <b>CFA:</b> ORS 147.227 and OAR 137-078-0000</p>
<p><b>4. Award Number:</b> VOCA/CFA-2023-CrookCo.DAVAP-00024</p>	<p><b>5. Award Date:</b> October 1, 2023</p>
<p><b>6. Subrecipient Tax Identification Number:</b> 93-6002290</p>	<p><b>7. UEI Number:</b> W2NEWLAM2YM6</p>
<p><b>8. Type of Party Receiving Funds:</b> X Subrecipient      <input type="checkbox"/> Contractor</p>	<p><b>9. Project Period:</b> October 1, 2023 – September 30, 2025</p>
<p><b>10. VOCA Category:</b> General Victim Services</p>	<p><b>11. Total VOCA Grant Award Amount / Match Amount Required:</b> \$191,620.00/ \$ 47,905.00 Match Waiver Approved For:      \$ 47,905.00</p>
<p><b>12. VOCA CFDA Number:</b> CFDA 16-575</p>	<p><b>13. Total CFA Grant Award Amount:</b> <b>CFA Allocation:</b>                      \$ 48,980.00 <b>Carry Over:</b>                              \$ 18,746.74 <b>Total CFA Award:</b>                      \$ 67,726.74</p>
<p><b>14. Indirect Cost Rate:</b> waived</p>	<p><b>15. Total Federal Award Amount:</b> \$191,620.00</p>
<p><b>16. VOCA Annual Narrative Report Due Dates:</b> October 31, 2024 October 31, 2025 (final)</p>	<p><b>17. VOCA and CFA Financial Reports, VOCA PMT Report, and CFA Statistical Report Due Dates:</b> January 31, 2024      January 31, 2025 April 30, 2024              April 30, 2025 July 20, 2024              July 20, 2025 October 31, 2024      October 31, 2025 (final)</p>
<p><b>18. Common Outcome Measures Report Due Dates:</b> April 30, 2024 October 31, 2024 April 30, 2025 October 31, 2025</p>	
<p>This award is contingent upon the Subrecipient agreeing to the terms of award for the grant entitled "2023-2025 VOCA and CFA Non-Competitive Grant Request for Applications for Awards". The grant agreement document must be signed by an authorized official in order to validate the acceptance of this award.</p>	

**OREGON DEPARTMENT OF JUSTICE  
VOCA AND CFA INTERGOVERNMENTAL GRANT AWARD  
2023-2025 VOCA AND CFA NON-COMPETITIVE GRANT AGREEMENT  
VOCA/CFA-2023-CrookCo.DAVAP-00024**

**BETWEEN:** State of Oregon, acting by and through (DOJ CVSSD)  
its Department of Justice,  
1162 Court St. NE  
Salem, Oregon 97301-4096

**AND:** Crook County, acting by and through its District Attorney's Office (Subrecipient)  
300 NE 3rd Street  
Prineville, OR 97754-1919

**PROJECT START DATE:** October 1, 2023

**GRANT AWARD PROVISIONS**

**SECTION 1  
LEGAL BASIS OF AWARD**

Section 1.01. Legal Basis of Award.

- (a) Pursuant to the federal Victims of Crime Act of 1984, as amended, 42 U.S.C. 10601 *et.seq.* (“VOCA”) and ORS 147.231(1), Grantor is authorized to enter into a grant agreement and to make an award from funds received under VOCA to Subrecipient for the purposes set forth herein.
- (b) Pursuant to ORS 147.227 (1), DOJ CVSSD is authorized to enter into a Grant Agreement and to make an award, from funds in the Criminal Injuries Compensation Account that are received from the Criminal Fine Account (CFA), to Subrecipient for the purposes set forth herein.

Section 1.02. Agreement Parties. This Intergovernmental Grant Award Agreement, hereafter referred to as “Agreement”, is between DOJ CVSSD and the forenamed Subrecipient.

Section 1.03. Effective Date. When all parties have duly executed this Agreement, and all necessary approvals have been obtained, this Agreement shall be effective, and have a Project start date of as of October 1, 2023.

Section 1.04. Agreement Documents. This Agreement includes the following documents listed in descending order of precedence and incorporated into this Agreement. 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.

- (a) This Agreement without any exhibits.
- (b) Exhibits A through E as described in Section 2.04(c).
- (c) The most current version of the VOCA Handbook available at DOJ CVSSD’s web page under **VOCA Federal Rules and State Guidelines** <https://www.doj.state.or.us/crime-victims/grant-funds-programs/victims-of-crime-act-voca-assistance-fund/#vocafederalrules> (“VOCA Handbook”) and the CFA Grant Management Handbook available at <https://www.doj.state.or.us/crime-victims/grant-funds-programs/criminal-fine-account-cfa-funding/>, (“CFA Grant Management Handbook”).
- (d) 2023-2025 VOCA and CFA Grant Funds Request for Applications for Awards (“VOCA and CFA RFA”).
- (e) Subrecipient’s VOCA and CFA Application from the VOCA and CFA Non-Competitive Application to include the general information for all Subrecipients, (Form A, Cover Page; Form B, Staff, Volunteers and Training Requirements; Form D, Advancing Equity and Meaningful Engagement; Form E, Meaningful Access to Effective Services; From F, Project Collaborations, Form G. VOCA Services; Form H, Administrative Risk Self-Assessment;



From I, Financial Management Risk Self-Assessment; Form J, MOUs, Contracts and Subawards with CVSSD Funds (if applicable); Form K, Other Attachments; Form L, Program Income Narrative (if applicable); and the Subrecipient’s CFA Application as defined in Section 1.04 (f) herein, and the Subrecipient’s VOCA Application as defined in Section 1.04 (e) herein, are collectively referred to as the “Subrecipient’s VOCA and CFA Application.”

- (f) Subrecipient’s VOCA Application from the VOCA and CFA RFA to include the following and collectively referred to as “Subrecipient’s VOCA Application”
  - i. Forms M, N, O, P, and Q of the Subrecipient’s VOCA and CFA Application, the “VOCA Budget”.
- (g) Subrecipient’s CFA Application from the VOCA and CFA RFA to include the following and collectively referred to as “Subrecipient’s CFA Application.”
  - i. Forms M, N, O, and Q of the Subrecipient’s VOCA and CFA Application, the “CFA Budget”.

Section 1.05. Requirements for Pass-through Entities. Information required by 2 CFA 200.32 for pass-through entities to include on all subawards is contained herein or available for VOCA at: [https://justice.oregon.gov/crime-victims/pdf/voca\\_pass\\_through\\_agreement\\_requirements.pdf](https://justice.oregon.gov/crime-victims/pdf/voca_pass_through_agreement_requirements.pdf).

## SECTION 2 GRANT AWARD

Section 2.01. Grant. In accordance with the terms and conditions of this Agreement, DOJ CVSSD shall provide Subrecipient with the maximum not-to-exceed amount of **\$240,600.00** (the “Grant”) from VOCA and CFA to financially support and assist Subrecipient’s implementation of the Subrecipient’s VOCA and CFA Application (as described in Section 1.04), and all supplemental documents submitted by Subrecipient to DOJ CVSSD, all of which are incorporated herein by this reference and collectively referred to as the “Project”.

Fund	Total Allocation	Carryover	Total Maximum Funds
VOCA	\$191,620.00		\$191,620.00
CFA	\$ 48,980.00	\$ 18,746.74	\$ 67,726.74

Section 2.02. Grant Award. In accordance with the terms and conditions of this Agreement, Subrecipient shall implement the VOCA and CFA activities as described in the Project.

Section 2.03. Disbursement of Grant Funds. Subject to Sections 2.04, 2.05, and 2.06, DOJ CVSSD shall disburse the Grant funds to Subrecipient as follows:

- (a) For VOCA funds, disbursements shall be on a quarterly eligible expense reimbursement basis after this Agreement is fully executed by all parties and all required approvals, if any, obtained and when DOJ CVSSD has received from Subrecipient a quarterly financial report (as described in Section 5.07) appropriately describing the expenses for which the reimbursement is claimed until the earlier of (i) the entire Grant amount has been disbursed, (ii) the Availability Termination Date as defined in Section 2.06 or (ii) this Agreement terminates as provided herein.
- (b) For CFA funds, the first installment shall be disbursed as soon as practicable after this Agreement is fully executed by all necessary parties and all required approvals, if any, obtained. Thereafter the Grant shall be disbursed in amounts to be determined by DOJ CVSSD on or about each following January 31, April 30, July 31, October 31 until the earlier of (i) the entire Grant amount has been disbursed, (ii) the Availability Termination Date as defined in Section 2.06 or (iii) this Agreement terminates as provided herein.

Section 2.04. Conditions Precedent to Each Disbursement. Prior to each disbursement, all of the following conditions must be satisfied: Page 81

- (a) DOJ CVSSD has received sufficient federal and state funds under VOCA, CFA and the Criminal Injuries Compensation Account to allow DOJ CVSSD, in the reasonable exercise of its administrative discretion, to make the disbursement;
- (b) DOJ CVSSD has received sufficient funding appropriations, limitations, allotments, or other expenditure authorizations to allow DOJ CVSSD, in the reasonable exercise of its administrative discretion, to make the disbursement;
- (c) DOJ CVSSD has received a copy of **Exhibit A**, Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements, **Exhibit B**, Standard Assurances, **Exhibit C**, Single Audit Certification Letter, **Exhibit D**, Certification of Compliance with Regulations, Office for Civil Rights, Office of Justice Programs for Subgrants Issued by the Oregon Department of Justice, **Exhibit E**, Victims of Crime Act Special Conditions, and all in the form attached hereto and incorporated herein by this reference, duly executed and delivered on behalf of Subrecipient by an authorized official of Subrecipient.
- (d) Subrecipient certifies it has obtained the required insurance coverage for the duration of this Agreement and acknowledges Subcontractor Insurance Requirements contained in Section 7.08 of this agreement;
- (e) If Subrecipient expends \$750,000 or more in federal funds from all sources Subrecipient has submitted the most recent single organization-wide audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F;
- (f) If Subrecipient agency does not claim an exemption from the Equal Employment Opportunity Plan (“EEO”) requirement (Subrecipient is an educational, medical or non-profit institution or an Indian Tribe; or Subrecipient has less than 50 employees; or Subrecipient was awarded less than \$25,000 in federal U.S. Department of Justice funds), Subrecipient has prepared, maintained on file, submitted to the Office for Civil Rights or DOJ CVSSD for review (if receiving a single award of \$25,000 or more) an EEO Utilization Report, and implemented an EEO.
- (g) Subrecipient is current in all reporting requirements of all active or prior grants administered by DOJ CVSSD;
- (h) No default as described in Section 6.04 has occurred; and
- (i) Subrecipient’s representations and warranties set forth in Section 4 are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

Section 2.05. Supplemental Grant Disbursement Conditions. If Subrecipient fails to satisfy any of the following conditions, DOJ CVSSD may withhold disbursement:

**Reserved**

Section 2.06. Grant Availability Termination. The availability of Grant funds under this Agreement and DOJ CVSSD’s obligation to disburse Grant funds pursuant to Section 2.03 shall end on **September 30, 2025** (the “Availability Termination Date”). DOJ CVSSD will not disburse any Grant funds after the September 30, 2025, Availability Termination Date. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate when DOJ CVSSD accepts Subrecipient’s completed reports, as described in Section 5.07, or on **September 30, 2025**, whichever date occurs first, exclusive of financial and narrative reports which are due no later than 30 days after the Availability Termination Date. Agreement termination shall not extinguish or prejudice DOJ CVSSD’s right to enforce this Agreement with respect to any default by Subrecipient that has not been cured.

**SECTION 3  
USES OF GRANT**

Section 3.01. Eligible Uses of Grant. Subrecipient’s use of the Grant funds is limited to those expenditures necessary to implement the Project. All Grant funds must be for expenses that are eligible under applicable federal and State of Oregon law, and as described in the most recent versions of the VOCA Handbook and the CFA Handbook. Furthermore,

Subrecipient's expenditure of Grant funds must be in accordance with the Project VOCA and CFA Budget set forth in the Subrecipient's VOCA CFA Application.

Section 3.02. Ineligible Uses of Grant Funds. Notwithstanding Section 3.01, Subrecipient shall not use the Grant funds for (i) indirect costs defined in 2 CFR 200.1 in excess of a federally-approved Negotiated Indirect Cost Rate, or in excess of ten percent (10%) if Subrecipient does not have a federally approved Negotiated Indirect Cost Rate, (ii) unallowable costs as listed in 2 CFR Part 200 and OAR 137-078-0041 (2)(a), (iii) to provide services to persons other than those described in Section 5.18(a) of this Agreement, (iv) for any purpose prohibited by any provision of this Agreement, or (v) to retire any debt or to reimburse any person or entity for expenditures made or expenses incurred prior to the date of this Agreement. A detailed list of unallowable costs can be found in the most recent versions of the VOCA and CFA Grant Handbooks.

Section 3.03. Misexpended and Unexpended Grant Funds. Any federal or state Grant funds disbursed to Subrecipient, or any interest earned by Subrecipient on the federal or state Grant funds, that is not expended by Subrecipient (i) in accordance with this Agreement ("Misexpended Funds") or (ii) by the earlier of the appropriate Availability Termination Date or the date this Agreement is terminated ("Unexpended Funds") shall be returned to DOJ CVSSD. Notwithstanding the preceding sentence to the contrary, at DOJ CVSSD's discretion and with DOJ CVSSD's prior approval, Subrecipient may request an Amendment to this Agreement to extend the Availability Termination Date, or the unexpended Grant funds shall be returned to DOJ CVSSD.

Subrecipient may, at its option, satisfy its obligation to return Misexpended and Unexpended Funds under this Section 3.03 by paying to DOJ CVSSD the amount of Misexpended and Unexpended Funds or permitting DOJ CVSSD to recover the amount of the Misexpended and Unexpended Funds from future payments to Subrecipient from DOJ CVSSD. If Subrecipient fails to return the amount of the Misexpended and Unexpended Funds within fifteen (15) days after the earlier of written demand from DOJ CVSSD, the appropriate Availability Termination Date or the date this Agreement is terminated, Subrecipient shall be deemed to have elected the deduction option and DOJ CVSSD may deduct the amount demanded from any future payment or payments from DOJ CVSSD to Subrecipient, including but not limited to: (i) any payment to Subrecipient from DOJ CVSSD under this Agreement, (ii) any payment to Subrecipient from DOJ CVSSD under any other contract or agreement, present or future, between DOJ CVSSD and Subrecipient, and (iii) any payment to Subrecipient from the State of Oregon under any other contract, present or future, unless prohibited by state or federal law. DOJ CVSSD shall notify Subrecipient in writing of its intent to recover Misexpended and Unexpended Funds and identify the program or programs from which the deduction or deductions will be made. Subrecipient shall have the right to, not later than fourteen (14) calendar days from the date of DOJ CVSSD's notice, request the deduction be made from a future payment(s) identified by Subrecipient. To the extent that DOJ CVSSD's recovery of Misexpended and Unexpended Funds from the future payment(s) suggested by Subrecipient is feasible, DOJ CVSSD shall comply with Subrecipient's request. In no case without the prior consent of Subrecipient, shall the amount of recovery deducted from any one obligation owing to Subrecipient exceed twenty-five percent (25%) of the amount from which the deduction was taken. DOJ CVSSD may seek recovery from as many future payments as necessary to fully recover the amount of Misexpended and Unexpended Funds. DOJ CVSSD's right to recover Misexpended and Unexpended Funds from Subrecipient under this subsection is not subject to or conditioned on Subrecipient's recovery of money from any subcontractor or sub-recipient.

## **SECTION 4 SUBRECIPIENT'S REPRESENTATIONS AND WARRANTIES**

Subrecipient represents and warrants to DOJ CVSSD that:

Section 4.01. Existence and Power. Subrecipient is a political subdivision of the State of Oregon. Subrecipient has full power and authority to transact the business in which it is engaged and full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.

Section 4.02. Authority, No Contravention. The making and performance by Subrecipient of this Agreement (a) has been duly authorized by all necessary action of Subrecipient, (b) does not and will not violate any provision of any applicable law, rule, or regulation or order of any court, regulatory commission, board or other administrative agency, any provision of Subrecipient's articles of incorporation or bylaws, or any provision of Subrecipient's charter or other organizational document and (c) does 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 are bound or affected.

Section 4.03. Binding Obligation. This Agreement has been duly executed by Subrecipient and when executed by DOJ CVSSD, constitutes a legal, valid, and binding obligation of Subrecipient enforceable in accordance with its terms.

Section 4.04. Approvals. If applicable and necessary, the execution and delivery of this Agreement by Subrecipient has been authorized by an ordinance, order or resolution of its governing body, or voter approval, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings; and

Section 4.05. There is no proceeding pending or threatened against Subrecipient before any court or governmental authority that if adversely determined would materially adversely affect the Project or the ability of Subrecipient to carry out the Project.

## SECTION 5 SUBRECIPIENT'S AGREEMENTS

Section 5.01. Project Commencement. Subrecipient shall cause the Project to be operational no later than 60 days from the date of this Agreement. If the Project is not operational by that date, Subrecipient must submit a letter to DOJ CVSSD describing steps taken to initiate the Project, reasons for delay, and the expected Project starting date. If the Project is not operational within 90 days of the date of this Agreement, the Subrecipient must submit a second letter explaining the additional delay in implementation. DOJ CVSSD may, after reviewing the circumstances, consider the Subrecipient in default in accordance with Section 6.04 and may terminate the Agreement in accordance with Section 6.02.

Section 5.02. Project Completion. Subrecipient shall complete the Project no later than **September 30, 2025**; however, if the full amount of the Grant is not available because one or both of the conditions set forth in Sections 2.04(a) and (b) are not satisfied, Subrecipient shall not be required to complete the Project.

Section 5.03. Federal Assurances and Certifications. Subrecipient will comply with all of federal requirements, including, but not limited to, those set forth in Exhibits A – E (Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters and Drug-Free Workplace Requirements; Standard Assurances; Single Audit Certification Letter; Certification of Compliance with Regulations, Office for Civil Rights, Office of Justice Programs for Subgrants Issued by the Oregon Department of Justice; and Victims of Crime Act Special Conditions) attached hereto.

Section 5.04. Civil Rights and Victim Services.

- (a) Subrecipient shall collect and maintain statutorily required civil rights statistics on victim services as described in the most recent version of the VOCA Grant Management Handbook.
- (b) Subrecipient shall comply with the following Oregon Department of Justice, Crime Victim and Survivor Services Division (“CVSSD”) policies for addressing discrimination complaints,
  - (i) *Procedures for Responding to Discrimination Complaints from Employees of the Oregon Department of Justice, Crime Victim and Survivor Services Division’s Subrecipients under U.S. Department of Justice Grant Programs*, available under Policies on DOJ CVSSD’s Civil Rights Requirements web page at <https://www.doj.state.or.us/crime-victims/for-grantees/civil-rights-requirements/>; and
  - (ii) *Procedures for Responding to Discrimination Complaints from Clients, Customers, Program Participants, or Consumers of the Oregon Department of Justice, Crime Victim and Survivor Services Division and the Oregon Department of Justice, Crime Victim and Survivor Services Division Subrecipients* available under Policies on DOJ CVSSD’s Civil Rights Requirements web page at <https://www.doj.state.or.us/crime-victims/for-grantees/civil-rights-requirements/>.

- (c) Subrecipient shall complete and certify completion of civil rights training as described under Training on DOJ CVSSD’s Civil Rights Requirements web page available at

<https://www.doj.state.or.us/crime-victims/for-grantees/civil-rights-requirements/>. Subrecipient shall conduct periodic training for Subrecipient employees on the procedures set forth in the policies referenced in subsection (b) of this Section.

- (d) Subrecipient shall prominently display at locations open to the public and shall include on publications, websites, posters and informational materials a notification that Subrecipient is prohibited from discriminating on the basis of race, color, national origin, religion, sex, gender identity, sexual orientation, age or disability and the procedures for filing a complaint of discrimination as described in the “Civil Rights Fact Sheet” developed by DOJ CVSSD and available under Notification Regarding Program Availability on DOJ CVSSD’s Civil Rights Requirements web page at <https://www.doj.state.or.us/crime-victims/for-grantees/civil-rights-requirements/>.

Section 5.05. Volunteers. Subrecipient organization will use volunteers unless a waiver has been obtained from DOJ CVSSD.

Section 5.06. Training Requirements.

- (a) Subrecipient shall ensure that all direct service staff successfully complete the Oregon Basic State Victim Assistance Academy (SVAA) training during the first year of the funding cycle. Information for the SVAA training is available at the NCVLI website at: [Oregon State Victim Assistance Academy – NCVLI](#). Subrecipient may alternatively submit a 40-hour training plan for CVSSD approval that covers topics relevant to the grant funded staff position(s), which may be from SVAA, VAT *Online* described below in subsection (b) of this Section, and additional population-specific topics.
- (b) Volunteers and interns providing grant funded direct services are required to successfully complete the Office for Victims of Crime (OVC) Victims Assistance Training *Online* (VAT *Online*) or a training program that minimally covers the topics included in VAT *Online* during the first year of the grant cycle. Registration information for the VAT *Online* training can be accessed at: [https://www.ovcttac.gov/views/TrainingMaterials/dspOnline\\_VATOnline.cfm](https://www.ovcttac.gov/views/TrainingMaterials/dspOnline_VATOnline.cfm). Alternatively, Subrecipient may submit a training plan for CVSSD approval that covers topics relevant to volunteer position(s), which may be from VAT *Online*, SVAA described in subsection (b) of this Section, and additional population-specific topics.
- (c) All grant-funded staff providing direct services are required to attend the CVSSD-sponsored Crime Victims Compensation Training at least once every four years and ensure all direct service staff are appropriately trained.
- (d) Subrecipient shall notify DOJ CVSSD when any staff training is completed by updating the Staff Roster in the CVSSD web-based grant application and reporting system (“CVSSD E-Grants”). Subrecipient shall document training completed by volunteers, interns and members of the board of directors, governing body or designated leaders.
- (e) Subrecipient shall attend all appropriate DOJ CVSSD-sponsored training and fund-specific meetings unless specific written permission excusing attendance has been obtained from DOJ CVSSD.

Section 5.07. Reporting Requirements.

- (a) Semi-Annual Client Feedback Form and Outcome Measures Report. Subrecipient agrees to distribute a client feedback form to all victims served by the Project, as deemed appropriate by the Project. The client feedback form must include the three CVSSD Common Outcome Measures as designated by DOJ CVSSD in the most recent version of the VOCA and CFA Grant Management Handbooks as well as collect other data as requested by DOJ CVSSD. Subrecipient shall encourage return of the client feedback form with a survey completion and return rate goal of at least 10%. Subrecipient must report on the responses semi-annually no later than 30 days after the end of the calendar quarters ending March 31 and September 30. Subrecipient shall use forms satisfactory to DOJ CVSSD.
- (b) Subrecipient shall submit the following reports as described in the VOCA and CFA RFA and in the most recent version of the VOCA Handbook:

- (i) Quarterly Financial Reports. Subrecipient shall provide DOJ CVSSD with quarterly financial reports no later than 30 days after the end of the calendar quarters ending September 30, December 31, March 31, and no later than July 20 for the calendar quarter ending June 30.
  - (ii) Quarterly Performance Measurement Tool Reports. Subrecipient shall provide Grantor with quarterly performance measurement tool reports no later than 30 days after the end of the calendar quarters ending December 31, March 31, and September 30, and no later than July 20 for the calendar quarter ending June 30.
  - (iii) Annual Narrative Reports. No later than 31 days after the end of each calendar quarter ending September 30, Subrecipient shall prepare and submit to Grantor an Annual Narrative Report for the VOCA Non-Competitive Project covering the reporting period just ended from October 1 through September 30
- (c) Subrecipient shall submit the following reports as described in the VOCA CFA RFA and in the most recent version of the CFA Handbook:
- (i) Quarterly Financial Reports. Subrecipient shall provide DOJ CVSSD with quarterly financial reports no later than 30 days after the end of the calendar quarters ending September 30, December 31, March 31, and no later than July 20 for the calendar quarter ending June 30.
  - (ii) Quarterly Statistical Reporting. Subrecipient shall prepare and submit to DOJ CVSSD quarterly statistical reports no later than 30 days after the calendar quarter ending December 31 and no later than July 20 for the calendar quarter ending June 30.

Section 5.08. Procurement Standards. Subrecipient shall follow the same policies and procedures it uses for procurement from any other state or federal funds. Subrecipient shall use its own procurement procedures and regulations, provided that the procurement procedures and regulations conform to applicable federal and state law and standards as noted in 2 CFR 200.317 through 2 CFR 200.327.

Section 5.09. VOCA Matching Funds. Due to the passage Public Law No: 117-27, which amended the Victims of Crime Act (VOCA), **matching funds are not required** with **Year 1** this VOCA award. Additionally, DOJ CVSSD exercises its authority to waive matching funds for **Year 2** of this VOCA award.

Section 5.10. Program Income. Subrecipient (and any subrecipient at any tier) must seek approval from DOJ CVSSD prior to generating any program income. Without prior approval, program income must be deducted from total allowable costs to determine the net allowable costs. Any program income added to an award must be used to support activities that were approved in the budget and follow the conditions of this Agreement. Program income generated by the Subrecipient must be reported on the quarterly Financial Report in accordance with the addition alternative. Failure to comply with these requirements may result in DOJ CVSSD withholding award funds, disallowing costs, or suspending or terminating the award. The Subrecipient must comply with all program income requirements contained in the Program Income Policy available on the DOJ CVSSD's web page under Grant Guidance Documents: <https://www.doj.state.or.us/crime-victims/grantees/grant-guidance-documents/>.

Section 5.11. Nondisclosure of Confidential or Private Information. Subrecipient shall protect the confidentiality and privacy of persons receiving services.

- (a) The term “personally identifying information”, “individual information”, or “personal information” means individually identifying information for or about an individual victim of domestic violence, dating violence, sexual assault, or stalking, including (1) a first and last name; (2) a home or other physical address; (3) contact information (including a postal, e-mail or Internet protocol address, or telephone or facsimile number); (4) a social security number; and (5) any other information, including date of birth, racial or ethnic background, or religious affiliation, that, in combination with any other non-personally identifying information would serve to identify any individual.
- (b) Subrecipient may share (1) non-personally identifying data in the aggregate regarding services to their clients and non-personally identifying information in order to comply with Federal, State, tribal, or territorial reporting, evaluation, or data collection requirements; (2) court-generated information and law-enforcement generated

information contained in secure, governmental registries for protection order enforcement purposes; and (3) law-enforcement and prosecution-generated information necessary for law enforcement and prosecution purposes.

- (c) Subrecipient shall not disclose any personally identifying information or individual information collected in connection with services requested, utilized, or denied through Subrecipient's programs, regardless of whether the information has been encoded, encrypted, hashed or otherwise protected. This applies to:
- (i) Information requested for a Federal, State, tribal, or territorial grant program; and
  - (ii) Disclosure from the Subrecipient's organization, agency, or government, including victim and non-victim services divisions or components and leadership of the organization, agency or government; and
  - (iii) Disclosure from victim services divisions or components of an organization, agency, or government to the leadership of the organization, agency, or government (e.g., executive director or chief executive). Such executive shall have access without releases only in extraordinary and rare circumstances. Such circumstances do not include routine monitoring and supervision.
- (d) Personally identifying information or individual information collected in connection with services requested, utilized, or denied through Subrecipient's programs may be released only if:
- (i) The victim signs a release as provided below;
  - (ii) Release is compelled by statutory mandate, which includes mandatory child abuse reporting laws; or
  - (iii) Release is compelled by court mandate, which includes a legal mandate created by case law, such as a common-law duty to warn.
- (e) Victim releases must meet the following criteria:
- (i) Releases must be informed, written, and limited to a reasonable duration. The reasonableness of duration is dependent on the situation. Subrecipient may not use a blanket release and must specify the scope and limited circumstances of any disclosure. Subrecipient must discuss with the victim, and the written release must explain, why the information might be shared, who would have access to the information, and what information could be shared under the release.
  - (ii) Subrecipient may not require consent to release of information as a condition of service.
  - (iii) Releases must be signed by the victim unless the victim is a minor who lacks the capacity to consent to release or is a legally incapacitated person who has a court-appointed guardian. Except as provided in paragraph (e)(iv) of this section, in the case of an unemancipated minor, the release must be signed by the minor and a parent or guardian. A legally-appointed guardian must sign for an incapacitated person. Consent may not be given by the abuser of the minor or incapacitated person or the abuser of the other parent of the minor. If a minor is incapable of knowingly consenting, the parent or guardian may provide consent. If a parent or guardian consents for a minor, the subrecipient or subgrantee should attempt to notify the minor as appropriate.
  - (iv) If the minor or person with a legally appointed guardian is permitted by law to receive services without the parent's or guardian's consent, the minor or person with a guardian may consent to release information without additional consent.
- (f) If release of information described in the previous paragraph is compelled by statutory or court mandate, Subrecipient shall make reasonable attempts to provide notice to victims affected by the disclosure of information. Subrecipient shall take steps necessary to protect the privacy and safety of the persons affected by the release of the information.

- (g) Fatality reviews. Subrecipient may share the personally identifying information or individual information of deceased victims that is requested for a fatality review to the extent permitted by their jurisdiction's law and only if the following conditions are met:
- (i) The underlying objectives of the fatality review are to prevent future deaths, enhance victim safety, and increase offender accountability;
  - (ii) The fatality review includes policies and protocols to protect identifying information, including identifying information about the victim's children, from further release outside the fatality review team;
  - (iii) The Subrecipient makes a reasonable effort to obtain a release from the victim's personal representative (if one has been appointed) and from any surviving minor children or the guardian of such children (but not if the guardian is the abuser of the deceased parent), if the children are not capable of knowingly consenting; and
  - (iv) The information released is limited to that which is necessary for the purposes of the fatality review.
- (h) Breach of Personally Identifying Information. Subrecipient is responsible for taking reasonable efforts to prevent unauthorized releases of personally identifying information or individual information that is collected as described in paragraph (a) of this section. The Subrecipient (and any subgrantee at any tier) must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a subgrantee), 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.1) within the scope of a grant-funded program or activity, or 2) uses or operates a Federal information system. The Subrecipient's breach procedures must include a requirement to report actual or imminent breach of personally identifying information to a CVSSD Fund Coordinator no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.
- (i) Subrecipient shall notify DOJ CVSSD promptly after receiving a request from the media for information regarding a recipient of services funded with Grant funds.

Section 5.12. Criminal History Verification. Subrecipient shall obtain a criminal history record check on any employee, potential employee or volunteer working with victims of crime as follows:

- (a) Requiring all applicants for employment or volunteer service to apply for and receive a criminal history check from a local Oregon State Police Office and furnish a copy thereof to Subrecipient; or
- (b) Contacting a local Oregon State Police office for an "Oregon only" criminal history check on the applicant/employee/volunteer; or
- (c) Using another method of criminal history verification that is at least as comprehensive as those described in sections (a) and (b) above.

A criminal record check will indicate convictions of child abuse, offenses against persons, sexual offenses, child neglect, or any other offense bearing a substantial relation to the qualifications, functions or duties of an employee or volunteer scheduled to work with victims of crime.

Subrecipient shall develop a policy or procedures to review criminal arrests or convictions of employees, potential employees, or volunteers. The review will examine: (1) the severity and nature of the crime; (2) the number of criminal offenses; (3) the time elapsed since commission of the crime; (4) the circumstances surrounding the crime; (5) the subject individual's participation in counseling, therapy, education or employment evidencing rehabilitation or a change in behavior; and (6) the police or arrest report confirming the subject individual's explanation of the crime.

Subrecipient shall determine after receiving the criminal history check whether the employee, potential employee or volunteer has been convicted of one of the crimes described in this Section, and whether, based upon the conviction, the person poses a risk to working safely with victims of crime. If Subrecipient intends to hire or retain the employee, potential employee, or volunteer, Subrecipient shall confirm in writing the reasons for hiring or retaining the individual. These reasons shall address how the applicant, employee, or volunteer is presently suitable or able to work with victims of crime in a safe



and trustworthy manner, based on the policy or procedure described in the preceding paragraph of this Section. Subrecipient will place this explanation, along with the applicant, employee, or volunteer's criminal history check, in the retained employee or volunteer's personnel file for permanent retention.

Section 5.13. Determination of Suitability to Interact with Participating Minors. If the purpose of some or all of the activities to be carried out under the VOCA project is to benefit a set of individuals under 18 years of age, Subrecipient must make determinations of suitability, in advance, before individuals may interact with participating minors, regardless of the individual's employment status. Details of this requirement can be found: (1) on the Office of Justice Programs website at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

Section 5.14. Employment Eligibility Verification for Hiring. Subrecipient shall ensure that, as part of the hiring process for any position funded with VOCA funds, they will properly verify the employment eligibility of the individual who is being hired, consistent with provisions of 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens. Subrecipient must:

- (a) Notify all staff involved in the hiring process of this requirement;
- (b) Maintain records of all employment eligibility verifications pertinent to compliance with this requirement in accordance with Form I-9 record retention requirements.

For purposes of satisfying the requirement to verify employment eligibility, Subrecipient may choose to participate in, and use, E-Verify ([www.e-verify.gov](http://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of the Subrecipient uses E-Verify to confirm employment eligibility for each hiring for a position that is or will be funded with VOCA funds.

Details of this requirement can be found in Exhibit E: Victims of Crime Act Special Conditions and are incorporated by reference here.

Section 5.15. Maintenance, Retention and Access to Records; Audits.

- (a) Maintenance and Retention of Records. Subrecipient must maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Subrecipient must maintain any other records, whether in paper, electronic or other form, pertinent to this Grant in such a manner as to clearly document Subrecipient's performance. All financial records and other records, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Subrecipient acknowledges and agrees DOJ CVSSD and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Subrecipient must retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. It is the responsibility of the Subrecipient to obtain a copy of the DOJ Grants Financial Guide from the OCFO available at <https://ojp.gov/financialguide/DOJ/index.htm> and apprise itself of all rules and regulations set forth.
- (b) Access to Records. DOJ CVSSD, Oregon Secretary of State, the Office of the Comptroller, the General Accounting Office or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of Subrecipient and any contractors or subcontractors of Subrecipient, which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access is not limited to the required retention period but shall last as long as the records are retained.
- (c) Audits. Subrecipient shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law. 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 Part 200, subpart F. Copies (electronic or URL address) of all audits must be submitted to CVSSD within 30 days of completion. If Subrecipient expends less than \$750,000 in its fiscal year, Subrecipient is exempt from federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in subsection 5.15(b) above.

- (d) **Audit Costs.** Audit costs for audits not required in accordance with 2 CFR Part 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 this Grant.

Section 5.16. **Compliance with Laws.** Subrecipient shall comply with (and when required cause its subgrantees to comply with) all applicable federal, state, and local laws, regulations, executive orders and ordinances related to expenditure of the Grant funds and the activities financed with the Grant funds. Without limiting the generality of the foregoing, Subrecipient expressly agrees to comply with:

- (a) **Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq.** (prohibiting discrimination in programs or activities on the basis of race, color, and national origin) and the **Omnibus Crime Control and Safe Streets Act of 1968**, as amended, 34 U.S.C. §10228(c)(1) (prohibiting discrimination in employment practices or in programs and activities on the basis of race, color, religion, national origin, age, disability, and sex in the delivery of services).

(i) These laws prohibit discrimination on the basis of race, color, religion, national origin, age, disability, and sex in the delivery of services.

(ii) In the event a federal or state court, or a federal or state administrative agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, national origin, sex, age, or disability against the Subrecipient, the Subrecipient shall forward a copy of the finding to the Oregon Department of Justice, CVSSD, 1162 Court Street N.E., Salem, OR 97301-4096 and the Office for Civil Rights, OJP, U.S.D.O.J. 810 7<sup>th</sup> Street N.W., Washington D.C. 20531.

- (b) **Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 et. Seq.** (prohibiting discrimination in employment practices or in programs and activities on the basis of disability).

- (c) **Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131** and ORS 659.425 (prohibiting discrimination in services, programs, and activities on the basis of disability), the **Age Discrimination Act of 1975, 42 U.S.C. § 6101-07** (prohibiting discrimination in programs and activities on the basis of age); and **Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681 et. seq.** (prohibiting discrimination in educational programs or activities on the basis of gender); as well as all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws prohibit discrimination on the basis of race, color, religion, national origin and sex in the delivery of services. In the event a federal or state court, or a federal or state administrative agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, national origin, sex, age, or disability, against the Subrecipient, the Subrecipient shall forward a copy of the finding to the Oregon Department of Justice, Crime Victim and Survivor Services Division, 1162 Court Street N.E., Salem, Oregon 97301-4096.

- (d) The **Federal Funding Accountability and Transparency Act (FFATA) of 2006**, which provisions include, but may not be limited to, a requirement for Subrecipient to have a Unique Entity Identifier (UEI) number.

- (e) **Services to Limited English-Proficient Persons (LEP)** which includes national origin discrimination on the basis of limited English proficiency. Subrecipient is required to take reasonable steps to ensure that LEP persons have meaningful access to its programs. Meaningful access may entail providing language assistance services, including interpretation and translation services, where necessary. Subrecipient is encouraged to consider the need for language services for LEP persons served or encountered both in developing its proposals and budgets and in conducting its programs and activities. Reasonable costs associated with providing meaningful access for LEP individuals are considered allowable program costs. The U.S. Department of Justice (“USDOJ”) has issued guidance for subrecipients to assist them in complying with Title VI requirements. The guidance document can be accessed on the Internet at [www.lep.gov](http://www.lep.gov).

- (f) **Partnerships with Faith-Based and Other Neighborhood Organizations**, codified at 28 C.F.R. Part 38, and Executive Order 13279, regarding Equal Protection of the Laws for Faith-Based and Community Organizations (ensuring equal treatment for faith-based organizations and non-discrimination of beneficiaries on the basis of

religious belief) ensures that no organization will be discriminated against in a USDOJ funded program on the basis of religion and that services are available to all regardless of religion. Executive Order 13279 ensures a level playing field for the participation of faith-based organizations as well as other community organizations.

- (g) All regulations and administrative rules established pursuant to the foregoing laws, and other regulations as provided at [Civil Rights Office | Home | Office of Justice Programs \(ojp.gov\)](#).
- (h) The **Uniform Administrative Requirements, Cost Principles, and Audit Requirements** in 2 CFR Part 200, as adopted and supplemented by the United States Department of Justice in 2 CFR Part 2800.
- (i) Further, Subrecipient shall not retaliate against any individual for taking action or participating in action to secure rights protected by these laws and agrees to report any complaints, lawsuits, or findings from a federal or state court or a federal or state administrative agency to the Oregon Department of Justice, CVSSD, 1162 Court Street N.E., Salem, OR 97301-4096 and the Office for Civil Rights, OJP, U.S.D.O.J. 810 7<sup>th</sup> Street N.W., Washington D.C. 20531. Complaints with the Office for Civil Rights can be filed through their website at [Civil Rights Office | Filing a Civil Rights Complaint | Office of Justice Programs \(ojp.gov\)](#) or by sending the complaint verification form and Identity Release Statement to the address listed in the preceding sentence.

Section 5.17. Subrecipient will comply with the federal eligibility criteria established by the Victims of Crime Act of 1984, as amended, and the Office of Justice Programs Financial Guide, in order to receive VOCA funds as described in the Subrecipient's VOCA Application.

Section 5.18. Assurances. The Subrecipient assures that it will:

- (a) Utilize Grant funds only to provide authorized services to victims of crime;
- (b) Obtain prior approval from DOJ CVSSD for:
  - 1. Movement of funds
    - i. For grant awards totaling \$500,000 or less: Movement of funds that total more than \$3,000 in the Personnel, Services and Supplies, and/or Other Services categories;
    - ii. For grant awards totaling more than \$500,000: Movement of funds that total more than \$5,000 in the Personnel, Services and Supplies, and/or Other Services categories; OR
  - 2. Adding a budget category or line item that did not exist in the original budget; OR
  - 3. Deleting an existing category.
- (c) Comply with the requirements of the current version of the Office of Justice Programs, Financial Guide available at: <https://ojp.gov/financialguide/DOJ/index.htm> ; and
- (d) Comply with the terms of the most recent version of the VOCA and CFA Grant Management Handbooks.

## SECTION 6 TERMINATION AND DEFAULT

Section 6.01. Mutual Termination. This Agreement may be terminated by mutual consent of both parties.

Section 6.02. Termination by Either Party. Either party may terminate this Agreement, for any reason, upon 30 days advance written notice to the other party. In addition, DOJ CVSSD may terminate this Agreement effective immediately upon written notice to Subrecipient, or effective on such later date as may be established by DOJ CVSSD in such notice, under any of the following circumstances: (a) DOJ CVSSD fails to receive sufficient appropriations or other expenditure authorization to allow DOJ CVSSD, in the reasonable exercise of its administrative discretion, to continue making payments under this Agreement, (b) DOJ CVSSD fails to receive sufficient federal or state funds to allow DOJ CVSSD, in the reasonable exercise of its administrative discretion, to continue making payments under this Agreement, (c) there is a change in federal or state laws, rules, regulations or guidelines so that the Project funded by this Agreement is no longer eligible for funding, or (d) Subrecipient is in Default under Section 6.04.

Section 6.03. Effect of Termination. Upon receiving a notice of termination of this Agreement or upon issuing a notice of termination to DOJ CVSSD, Subrecipient shall immediately cease all activities under this Agreement unless, in a notice issued by DOJ CVSSD, DOJ CVSSD expressly directs otherwise.

Section 6.04. Default. Either party (as applicable) shall be in default under this Agreement upon the occurrence of any of the following events:

- (a) Either party shall be in default if either party fails to perform, observe or discharge any of its covenants, agreements or obligations contained herein or in any Exhibit attached hereto; or
- (b) Any representation, warranty or statement made by Subrecipient herein or in any documents or reports relied upon by DOJ CVSSD to measure progress on the Project, the expenditure of Grant funds or the performance by Subrecipient is untrue in any material respect when made; or
- (c) Subrecipient (i) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated as bankrupt or insolvent, (v) commences a voluntary case under the federal Bankruptcy Code (as now or hereafter in effect), (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect), or (viii) takes any action for the purpose of effecting any of the foregoing; or
- (d) A proceeding or case is commenced, without the application or consent of Subrecipient, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Subrecipient, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of Subrecipient or of all or any substantial part of its assets, or (iii) similar relief in respect to Subrecipient under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty (60) consecutive days, or an order for relief against Subrecipient is entered in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect); or

Section 6.05. Remedies.

- (a) DOJ CVSSD Remedies Upon Default. In the event Subrecipient is in default under Section 6.04, DOJ CVSSD may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (i) termination of this Agreement under Section 6.02, (ii) reducing or withholding payment for Project activities or materials that are deficient or Subrecipient has failed to complete by any scheduled deadlines, (iii) requiring Subrecipient to complete, at Subrecipient's expense, additional activities necessary to satisfy its obligations or meet performance standards under this Agreement, (iv) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, (v) exercise of its right of recovery of overpayments under this section or setoff (under 3.03), or both, or (vi) declaring Subrecipient ineligible for the receipt of future awards from DOJ CVSSD. These remedies are cumulative to the extent the remedies are not inconsistent, and DOJ CVSSD may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. Subrecipient may, at its option, satisfy its obligation to return such costs under this Section by paying to DOJ CVSSD the amount of the costs or permitting DOJ CVSSD to recover the amount of the funds from future payments to Subrecipient from DOJ CVSSD.

- (b) Subrecipient Remedies. In the event DOJ CVSSD is in default under Section 6.04 and whether or not Subrecipient elects to terminate this Agreement, Subrecipient's sole monetary remedy will be, within any limits set forth in this Agreement, reimbursement of authorized expenses incurred for Project activities completed and accepted by DOJ CVSSD, less any claims DOJ CVSSD has against Subrecipient. In no event will DOJ CVSSD be liable to Subrecipient for any expenses related to termination of this Agreement or for anticipated profits.

## SECTION 7 MISCELLANEOUS

Section 7.01. No Implied Waiver, Cumulative Remedies. The failure of DOJ CVSSD to exercise, and any delay in exercising any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

Section 7.02. Governing Law; Venue; Consent to Jurisdiction. This Agreement is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between DOJ CVSSD or any other agency or department of the State of Oregon, or both, and Subrecipient that arises from or relates to this Agreement must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon. SUBRECIPIENT, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURT.

In no event may 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, to or from any Claim or from the jurisdiction of any court.

Section 7.03. Notices. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, e-mail (with confirmation of delivery, either by return email or by demonstrating through other technological means that the email has been delivered to the intended email address), or mailing the same, postage prepaid to Subrecipient or DOJ CVSSD at the address or number set forth in this Agreement. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the postmark date. Any communication or notice delivered by e-mail shall be deemed received and effective on the date sent if sent during normal business hours of the receiving party and on the next business day if sent after normal business hours of the receiving party. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee. This Section shall survive expiration or termination of this Agreement.

Section 7.04. Amendments. This Agreement may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties or as described and certified through CVSSD E-Grants. No term of this Agreement may be waived unless the party against whom such waiver is sought to be enforced has given its waiver in writing as specified in Section 7.03 of this Agreement. Such amendment, waiver, or consent shall be effective only in the specific instance and for the specific purpose given.

Section 7.05. Subcontracts, Successors and Assignments.

- (a) Subrecipient shall follow the same regulations, policies and procedures it uses for procurements for the utilization of any other state or federal funds, provided that Subrecipient's procurements conform to applicable federal and state law and standards as noted in 2 CFR 200.317 through 2 CFR 200.327.
- (b) Subrecipient shall not enter into any Contracts, as defined in 2 CFR 200.1, required by this Agreement without DOJ CVSSD's prior written consent. Subrecipient shall comply with procurement standards as defined in Section 5.08 when selecting any subcontractor. Subrecipient shall require any subcontractor to comply in writing with the terms of an Independent Contractor Agreement as described in the [Minimally Recommended Elements for an Independent Contractor Agreement](https://www.doj.state.or.us/wp-content/uploads/2019/04/Minimally_recommended_elements_of_Independent_Contractor_Agreement.pdf) found at [https://www.doj.state.or.us/wp-content/uploads/2019/04/Minimally\\_recommended\\_elements\\_of\\_Independent\\_Contractor\\_Agreement.pdf](https://www.doj.state.or.us/wp-content/uploads/2019/04/Minimally_recommended_elements_of_Independent_Contractor_Agreement.pdf). DOJ CVSSD's consent to any Contract shall not relieve Subrecipient of any of its duties or obligations under this Agreement.
- (c) This Agreement shall be binding upon and inure to the benefit of DOJ CVSSD, Subrecipient, and their respective successors and assigns, except that Subrecipient may not assign or transfer its rights or obligations hereunder or any

interest herein without the prior consent in writing of DOJ CVSSD. Any such assignment or transfer, if approved, is subject to such conditions and provisions required by DOJ CVSSD.

Section 7.06. Entire Agreement. This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

Section 7.07. Contribution and Indemnification

- (a) Generally. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.
- (b) Third Party Claim; DOJ CVSSD's Joint Liability. With respect to a Third Party Claim for which DOJ CVSSD is jointly liable with the Subrecipient (or would be if joined in the Third Party Claim), DOJ CVSSD shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Subrecipient in such proportion as is appropriate to reflect the relative fault of DOJ CVSSD on the one hand and of the Subrecipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of DOJ CVSSD on the one hand and of the Subrecipient on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The DOJ CVSSD's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if DOJ CVSSD had sole liability in the proceeding.
- (c) Third Party Claim; Subrecipient's Joint Liability. With respect to a Third Party Claim for which the Subrecipient is jointly liable with DOJ CVSSD (or would be if joined in the Third Party Claim), the Subrecipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by DOJ CVSSD in such proportion as is appropriate to reflect the relative fault of the Subrecipient on the one hand and of DOJ CVSSD on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Subrecipient on the one hand and of DOJ CVSSD on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Subrecipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.
- (d) Alternative Dispute Resolution. The parties should attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the 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.

Section 7.08. Insurance. Subrecipient shall obtain at Subrecipient's expense the insurance specified in this Section prior to performing under this Grant Agreement. Subrecipient shall maintain such insurance in full force and at its own expense throughout the duration of this Grant Agreement, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Subrecipient shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to DOJ CVSSD. All coverage shall be primary and non-contributory with any other insurance and self insurance, with the exception of Professional Liability and Workers' Compensation. Subrecipient shall pay for all deductibles, self-insured retention, and self-insurance, if any.

If Subrecipient maintains broader coverage and/or higher limits than the minimums shown in this section, DOJ CVSSD requires and shall be entitled to the broader coverage and/or higher limits maintained by Subrecipient.

#### **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY**

Subrecipient shall provide workers' compensation insurance coverage for subject workers as required by federal, state, or Tribal law, as applicable. Subrecipient must require and ensure that each of its subcontractors, that employ subject workers, as defined in ORS 656.027, comply with ORS 656.017, and provide Workers' Compensation Insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Subrecipient shall require and ensure that each of its subcontractors complies with these requirements. If Subrecipient is a subject employer, as defined in ORS 656.023, Subrecipient shall also obtain Employers' Liability insurance coverage with limits not less than \$500,000 each accident.

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

As applicable, Subrecipient shall obtain coverage to discharge all responsibilities and liabilities that arise out of or relate to the Jones Act with limits of no less than \$5,000,000 and/or the Longshoremen's and Harbor Workers' Compensation Act.

#### **COMMERCIAL GENERAL LIABILITY:**

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

#### **AUTOMOBILE LIABILITY INSURANCE.**

Subrecipient shall provide Automobile Liability Insurance covering Subrecipient's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal Automobile Liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

#### **PROFESSIONAL LIABILITY:**

Subrecipient shall provide Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Grant Agreement by the Subrecipient and Subrecipient's subcontractors, agents, officers or employees in an amount not less than \$1,000,000 per claim and not less than \$1,000,000 annual aggregate limit.

If coverage is provided on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Subrecipient shall provide Continuous Claims Made coverage as stated below.

#### **EXCESS/UMBRELLA INSURANCE:**

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

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

**ADDITIONAL INSURED:**

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

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

**WAIVER OF SUBROGATION:**

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

**CONTINUOUS CLAIMS MADE COVERAGE:**

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Subrecipient shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of the Grant Agreement, for a minimum of 24 months following the later of:

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

**CERTIFICATE(S) AND PROOF OF INSURANCE:**

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

**NOTICE OF CHANGE OR CANCELLATION:**

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

**INSURANCE REQUIREMENT REVIEW:**

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

**STATE ACCEPTANCE:**

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



## **SUBCONTRACTOR INSURANCE REQUIREMENTS**

Subrecipient shall require each of its first tier contractors that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance complying with the requirements set forth in Section 7.07 above, before the contractor performs under the contract between Subrecipient and the contractor (the "Subcontract"), and ii) maintain such insurance in full force throughout the duration of the Subcontract. The insurance must be provided by an insurance company or entity that is authorized to transact the business of insurance and issue coverage in the State of Oregon and that is acceptable to DOJ CVSSD. Subrecipient shall not authorize contractor to begin work under the Subcontract 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 each Subcontract permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing a stop work order (or the equivalent) until the insurance is in full force or terminating the Subcontract as permitted by the Subcontract, or pursuing legal action to enforce the insurance requirements. In no event shall Subrecipient permit a contractor to work under a Subcontract when the Subrecipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the Subrecipient directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

Section 7.09. **Indemnity.** Subrecipient shall defend, save, hold harmless, and indemnify the State of Oregon and DOJ CVSSD and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of, or relating to the activities of Subrecipient or its officers, employees, contractors, or agents under this Agreement.

Subrecipient shall take all reasonable steps to cause each of its contractors that is not a unit of local government as defined in ORS 190.003, if any, to agree in a written contract with Subrecipient to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") 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 Subrecipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the gross negligence or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

Section 7.10. **False Claims Act.** Subrecipient acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) made by (or caused by) Subrecipient that pertains to this Agreement or to the Project. Subrecipient certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Subrecipient further acknowledges in addition to the remedies under Section 6.05, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Subrecipient.

Section 7.11. **Time is of the Essence.** Subrecipient agrees that time is of the essence with respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

Section 7.12. **Survival.** The following sections shall survive termination of this Agreement: Section 3.03, Unexpended Grant Funds; Section 5.15, Maintenance, Retention and Access to Records; Audits; and Section 7 MISCELLANEOUS. Otherwise, all rights and obligations shall cease upon termination of this Agreement, except for those rights and obligations that by their nature or express terms survive termination of this Agreement. Termination shall not prejudice any rights or obligations accrued to the Parties prior to termination.

Section 7.13. **Counterparts.** This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

Section 7.14. **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.

Section 7.15. Relationship of Parties. The parties agree and acknowledge that their relationship is that of independent contracting parties and neither party hereto shall be deemed an agent, partner, joint venturer or related entity of the other by reason of this Agreement.

Section 7.16. Headings. The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

Section 7.17. No Third Party Beneficiaries. DOJ CVSSD 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, indirectly or otherwise, to third persons.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the dates set forth below their respective signatures.



**STATE OF OREGON**

Acting by and through its Department of Justice

By: \_\_\_\_\_

Name: Shannon L. Sivell

Title: Director, Crime Victim and Survivor Services Division

Date: \_\_\_\_\_

**AUTHORIZED AGENT FOR SUBRECIPIENT**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED FOR LEGAL SUFFICIENCY**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



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## CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

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Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

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### 1. LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If the Applicant's request for Federal funds is in excess of \$100,000, and any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the Applicant shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and

(c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

### 2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies, with respect to prospective participants in a primary tier "covered transaction," as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals:

a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals') present responsibility;

(c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Applicant or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Applicant also must disclose such felony criminal conviction in writing to the Department (for OJP Applicants, to OJP at [Ojpcompliancereporting@usdoj.gov](mailto:Ojpcompliancereporting@usdoj.gov); for OVW Applicants, to OVW at [OVW.GFMD@usdoj.gov](mailto:OVW.GFMD@usdoj.gov)) unless such disclosure has already been made.

### 3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at [Ojpcompliancereporting@usdoj.gov](mailto:Ojpcompliancereporting@usdoj.gov); for OVW Applicants, to OVW at [OVW.GFMD@usdoj.gov](mailto:OVW.GFMD@usdoj.gov)).

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

### 4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 83, Subpart F, for grantees, as defined at 28 CFR Sections 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee, to: U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531.

Notice shall include the identification number(s) of each affected award;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

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1. Grantee Name and Address

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2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

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4. Typed Name and Title of Authorized Representative

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5. Signature

6. Date

**STANDARD ASSURANCES**

On behalf of the Applicant, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

(1) I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations will be relied upon as material in any Department decision to make an award to the Applicant based on its application.

(2) I certify that the Applicant has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

(3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application--

- a. the Applicant will comply with all award requirements and all federal statutes and regulations applicable to the award;
- b. the Applicant will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
- c. the Applicant will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

(4) The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition--

- a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
- b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;
- c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and
- d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award

(if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Applicant will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Applicant will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) I assure that, if the Applicant is a governmental entity, with respect to the award (if any) made by the Department based on the application—

- a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
- b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

(9) If the Applicant applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law—including, but not limited to, the Indian Self-Determination and Education Assistance Act—seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

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Print Name of Authorized Official

Title

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Signature of Authorized Official

Date

SINGLE AUDIT CERTIFICATION LETTER

July 1, 2023

Julie Martinez  
Crook County, acting by and through its District Attorney's Office  
300 NE 3rd Street  
Prineville, OR 97754-1919

RE: Subrecipient Audit Requirements of 2 CFR Part 200, Subpart F for audits of Grant Agreement between the Oregon Department of Justice and Crook County, acting by and through its District Attorney's Office for the period of October 1, 2023 – September 30, 2025 under the VOCA Grant Award/CFDA#16-575 /\$191,620.00.

Dear Julie Martinez,

The Oregon Department of Justice is subject to the requirements of Office of Management and Budget (OMB) 2 CFR Part 200, subpart F. As such, the Oregon Department of Justice is required to monitor our subrecipients of federal awards and determine whether they have met the audit requirements and whether they are in compliance with federal laws and regulations. A copy of 2 CFR Part 200, Subpart F can be found at the following web address: [eCFR :: 2 CFR Part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#).

Accordingly, we are requesting that you check one of the following, provide all appropriate documentation regarding your organization's compliance with the audit requirements (CVSSD will only accept the URL address for your organization's audit or an electronic copy), sign and date the letter and return this letter along with your Grant Agreement and Exhibits A, B, D, and E.

1. \_\_\_\_\_ We have completed our single audit for our most recent fiscal year, ending \_\_\_\_\_. The URL address indicated below or an electronic copy of the audit report and a schedule of federal programs by major program have been provided. (If material exceptions were noted, the responses and corrective actions taken have also been provided.)

**URL address for single Audit:** \_\_\_\_\_

2. \_\_\_\_\_ We expect our single audit for our most recent fiscal year, ending \_\_\_\_\_, to be completed by \_\_\_\_\_. The URL address or an electronic copy of our audit report and a schedule of federal programs by major program will be forwarded to the Oregon Department of Justice within 30 days of receipt of the report. (If material exceptions are noted, a copy of the responses and corrective actions taken will be included.)

3. \_\_\_\_\_ We are not subject to the single audit requirement because:  
\_\_\_\_\_ We are a for-profit organization.  
\_\_\_\_\_ We expend less than \$750,000 in federal funds annually.  
\_\_\_\_\_ Other (please explain) \_\_\_\_\_

\_\_\_\_\_  
Print Name of Fiscal Officer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Fiscal Officer

\_\_\_\_\_  
Date

Please address all correspondence to:  
Oregon Department of Justice, CVSSD  
1162 Court Street NE  
Salem, OR 97301-4096



Oregon Department of Justice – Crime Victim and Survivor Services Division  
**CERTIFICATION OF COMPLIANCE WITH REGULATIONS**  
**OFFICE FOR CIVIL RIGHTS, OFFICE OF JUSTICE PROGRAMS**  
**FOR SUBAWARDS ISSUED BY THE OREGON DEPARTMENT OF JUSTICE**

**INSTRUCTIONS:** Complete the identifying information, which is found on the Grant Award face sheet, in the table below. Read the form completely, **identifying, under “I,” the person responsible for reporting civil rights findings; and checking only the one certification under “II” that applies to your agency.** Have your Authorized Official sign as appropriate on page 2, forward a copy to the person you identified under “I”, keep a copy for your records, and return the original to the Oregon Department of Justice, Crime Victim and Survivor Services Division, 1162 Court Street NE, Salem, OR 97301-4096 along with your Grant Agreement and Exhibits A, B, C, and E.

<b>Grant Award:</b> VOCA/CFA-2023-CrookCo.DAVAP-00024	
<b>Grant Title:</b> 2023-2025 VOCA and CFA Non-Competitive Grant Award	
<b>Subrecipient Name (Funded Entity):</b> Crook County, acting by and through its District Attorney's Office	
<b>Address:</b> 300 NE 3rd Street, Prineville, OR 97754-1919	
<b>Project Period:</b> Start Date: October 1, 2023 End Date: September 30, 2025	<b>Award Amount:</b> \$191,620.00
<b>Contact Name, Phone, E-mail address:</b> Julie Martinez, (541) 447-4158, Julie.Martinez@crookcountyor.gov	

**AUTHORIZED OFFICIAL’S CERTIFICATION:** As the Authorized Official for the above Subrecipient, I certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification.

I. **REQUIREMENTS OF SUBAWARD RECIPIENTS:** All subaward recipients (regardless of the type of entity or the amount awarded) are subject to prohibitions against discrimination in any program or activity, and must take reasonable steps to provide meaningful access for persons with limited English proficiency.

◆ I certify that this agency will maintain data (and submit when required) to ensure that: our services are delivered in an equitable manner to all segments of the service population; our employment practices comply with Equal Opportunity Requirements, 28 CFR 42.207 and 42.301 *et seq.*; our projects and activities provide meaningful access for people with limited English proficiency as required by Title VI of the Civil Rights Act, (See also, 2000 Executive Order #13166).

◆ I also certify that the person in this agency or unit of government who is responsible for reporting civil rights findings of discrimination will submit these findings, if any, to the Oregon Department of Justice within 45 days of the finding, and/or if the finding occurred prior to the grant award beginning date, within 45 days of receipt of this form. A copy of this Certification will be provided to this person, as identified here:

Person responsible for reporting civil rights findings of discrimination:

I certify that \_\_\_\_\_ [Subrecipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

II. EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEOP) CERTIFICATIONS:

The federal regulations implementing the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, require some recipients of financial assistance from the U.S. Department of Justice subject to the statute's administrative provisions to create, keep on file, submit to the direct Recipient, OR DOJ CVSSD, for review, and implement an Equal Employment Opportunity Plan (EEOP). See 28 C.F.R. pt. 42, subpt. E. Check the box before **ONLY THE ONE APPROPRIATE CERTIFICATION** (A or B below) that applies to this Subrecipient agency during the period of the grant duration noted above.

**CERTIFICATION A: Declaration Claiming Complete Exemption from the EEOP Requirement**

Please check all the following boxes that apply:

- Subrecipient is an educational, medical or non-profit institution or an Indian Tribe; and/or
- Subrecipient has less than 50 employees; and/or
- Subrecipient was awarded less than \$25,000 in federal U.S. Department of Justice funds.

If a subrecipient agency is claiming exemption from the EEOP requirement, then the subrecipient agency must certify they are exempt and provide this certification to OR DOJ CVSSD. <C:\Users\kl3\Desktop\OR>

I, \_\_\_\_\_ [authorized official], certify that \_\_\_\_\_ [Subrecipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R § 42.302.

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Print or Type Name and Title	Signature	Date
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**CERTIFICATION B: Declaration Stating that an EEO Certification Form and Utilization Report Has Been Submitted to OR DOJ CVSSD for Review**

If a subrecipient agency has fifty or more employees and is receiving a single award of \$25,000 or more, then the subrecipient agency must submit an EEO certification form and an EEO Utilization Report to OR DOJ CVSSD for review. The utilization report should be submitted electronically to [OR DOJ CVSSD](#) through the Egrants system.

I, \_\_\_\_\_ [authorized official], certify that \_\_\_\_\_ [Subrecipient], which has fifty or more employees and is receiving a single award of \$25,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent an EEO Utilization Report for review on \_\_\_\_\_ [date] to the Oregon Department of Justice, Crime Victim and Survivor Services Division.

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Print or Type Name and Title	Signature	Date
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\* \* \* \* \*

This original signed form must be returned to the Oregon Department of Justice, Crime Victim and Survivor Services Division, 1162 Court Street NE, Salem, OR 97301-4096, along with your Grant Agreement and Exhibits A, B, C, and E. You must also forward a signed copy to the person you identified under "I" on page 1. Please retain a copy for your records.

**VICTIMS OF CRIME ACT SPECIAL CONDITIONS****1. Requirement of the award; remedies for non-compliance or for materially false statements**

The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the Subrecipient that relates to conduct during the period of performance also is a material requirement of this award.

By signing and accepting this award on behalf of the Subrecipient, the authorized official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized official for the Subrecipient, all assurances or certifications by or on behalf of the Subrecipient that relate to conduct during the period of performance.

Failure to comply with any one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, an assurance or certification related to conduct during the award period -- may result in the Oregon Department of Justice, Crime Victim and Survivor Services Division ("CVSSD") taking appropriate action with respect to the Subrecipient and the award. Among other things, the CVSSD may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including the Office of Justice Programs ("OJP"), also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this award.

**2. Applicability of Part 200 Uniform Requirements**

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award.

For more information and resources on the Part 200 Uniform Requirements as they relate to CVSSD awards and subawards ("subgrants"), see the Office of Justice Programs (OJP) website at <http://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the Subrecipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report, unless a different retention period applies -- and to which the Subrecipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the Subrecipient is to contact CVSSD promptly for clarification.

**3. Compliance with DOJ Grants Financial Guide**

The Subrecipient agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Requirements related to "de minimis" indirect cost rate

A Subrecipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise CVSSD of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

6. Requirement to report potentially duplicative funding

If the Subrecipient currently has other active awards of federal funds, or if the Subrecipient receives any other award of federal funds during the period of performance for this award, the Subrecipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the Subrecipient must promptly notify the awarding agency (CVSSD and OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) or grant amendment to eliminate any inappropriate duplication of funding.

7. Requirements related to System for Award Management and Unique Entity Identifiers

The Subrecipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <http://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The Subrecipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the Subrecipient) the unique entity identifier required for SAM registration.

The details of the Subrecipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <http://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

8. Requirement to report actual or imminent breach of personally identifiable information (PII)

The Subrecipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.1) within the scope of a CVSSD grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach

PII to a CVSSD Fund Coordinator no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

9. Employment eligibility verification for hiring under the award

1. The Subrecipient (and any subrecipient at any tier) must:

- A. Ensure that, as part of the hiring process for any position in the United States that is or will be funded (in whole or in part) with VOCA funds, the Subrecipient (or any subrecipient at any tier) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).
- B. Notify all persons associated with the Subrecipient (or any subrecipient) who are or will be involved in activities under this VOCA award of both –
  - 1) This award requirement for verification of employment eligibility, and
  - 2) The associated provisions of 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful to hire (or recruit for employment) certain aliens.
- C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and the associated provisions of 8 U.S.C. 1324a(a)(1).
- D. As part of the recordkeeping for this award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The Subrecipient must monitor subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons “who are or will be involved in activities under this award” specifically includes (without limitation) any and all Subrecipient officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the Subrecipient (or any subrecipient) may choose to participate in, and use, E-Verify ([www.e-verify.gov](http://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of the Subrecipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a “Tentative Nonconfirmation” or a “Final Nonconfirmation”) to confirm employment eligibility for each hiring for a position in the United States that is or will be funded with award funds.

C. “United States” specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any Subrecipient, any subrecipient at any tier, or any person or other entity, to violate federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any Subrecipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). E-Verify employer agents can email E-Verify at [E-VerifyEmployerAgent@dhs.gov](mailto:E-VerifyEmployerAgent@dhs.gov).

Questions about the meaning or scope of this condition should be directed to CVSSD before award acceptance.

10. All subawards ("subgrants") must have specific federal authorization

The Subrecipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <http://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award Condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

11. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The Subrecipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site <http://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm>. Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000), and are incorporated by reference here.

12. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and CVSSD authority to terminate award)

The Subrecipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of the Subrecipient, subrecipients at any tier ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the Subrecipient or of any subrecipient ("subgrantees").

The details of the Subrecipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

13. Determination of suitability to interact with participating minors

SCOPE: This condition applies to this award if it is indicated -- in the application for the award (or in the application for any subaward, at any tier), or the CVSSD solicitation -- that the purpose of some or all of the activities to be carried out under this VOCA award (whether by Subrecipient or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age:

The Subrecipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

14. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The Subrecipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

#### 15. Requirement for data on performance and effectiveness under the award

The Subrecipient must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to CVSSD in the manner (including within the timeframes) specified by CVSSD in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

#### 16. OJP Training Guiding Principles

Any training or training materials that the Subrecipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with CVSSD award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

#### 17. Effect of failure to address audit issues

The Subrecipient understands and agrees that the awarding agency may withhold award funds, or may impose other related requirements, if (as determined by the awarding agency) the Subrecipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of CVSSD awards.

#### 18. Potential imposition of additional requirements

The Subrecipient agrees to comply with any additional requirements that may be imposed by CVSSD during the period of performance for this award, if the Subrecipient is designated as "high risk" for purposes of the DOJ high-risk subrecipient list.

#### 19. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The Subrecipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

#### 20. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The Subrecipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

#### 21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The Subrecipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to Subrecipient and subrecipient

("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to Subrecipients and subgrantees that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

## 22. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a Subrecipient (or subrecipient at any tier) would or might fall within the scope of this prohibition, the Subrecipient is to contact CVSSD for guidance, and may not proceed without the express prior written approval of CVSSD.

## 23. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The Subrecipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm> , and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a Subrecipient (or a subrecipient at any tier) would or might fall within the scope of an appropriations-law restriction, the Subrecipient is to contact CVSSD for guidance, and may not proceed without the express prior written approval of CVSSD.

## 24. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The Subrecipient and any subrecipients at any tier ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave, NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881(fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

## 25. Restrictions and certifications regarding non-disclosure agreements and related matters



No Subrecipient or subrecipient at any tier ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the Subrecipient --

- a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the Subrecipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

- (1) it has determined that no other entity that the Subrecipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

- b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

26. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The Subrecipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The Subrecipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the Subrecipient is to contact CVSSD for guidance.

27. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages Subrecipients to adopt and enforce policies banning employees from text

messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

28. Requirement to disclose whether Subrecipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the Subrecipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to CVSSD by email to [Shannon.I.Sivell@doj.state.or.us](mailto:Shannon.I.Sivell@doj.state.or.us). For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the Subrecipient's past performance, or other programmatic or financial concerns with the Subrecipient. The Subrecipient's disclosure must include the following: 1. The federal awarding agency that currently designates the Subrecipient high risk, 2. The date the Subrecipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

29. Discrimination Findings

The Subrecipient assures that in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex, or disability against a recipient of victim assistance formula funds under this award, the Subrecipient will forward a copy of the findings to CVSSD.

30. Subrecipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

Subrecipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, Subrecipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of Subrecipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <http://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

31. Meaningful Access for Limited English Proficiency Persons

Subrecipients must ensure that Limited English Proficiency persons have meaningful access to the services under this program. National origin discrimination includes discrimination on the basis of limited English Proficiency (LEP). To ensure compliance with Title VI of the Safe Streets Act, Subrecipients are required to take reasonable steps to ensure that LEP persons have meaning full access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for Subrecipients to help them comply with Title VI requirements. The guidance document can be access on the internet at [www.lep.gov](http://www.lep.gov).

32. VOCA Requirements

The Subrecipient, and any subrecipient at any tier ("subgrantee"), must comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2).

(and the applicable program guidelines and regulations), as required. Specifically, the Subrecipient certifies that funds under this award will:

- a) be subawarded only to eligible victim assistance organizations, 34 U.S.C. 20103(a)(2);
- b) not be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 34 U.S.C. 20103(a)(2), if a government-based organization; and
- c) be allocated in accordance with program guidelines or regulations implementing 34 U.S.C. 20103(a)(2)(A) and 34 U.S.C. 20103(a)(2)(B) to, at a minimum, assist victims in one or more of the following categories: sexual assault, child abuse, domestic violence, and underserved victims of violent crimes as identified by CVSSD.

33. The Subrecipient agrees to submit (and, as necessary, require subgrantees to submit) quarterly financial reports and semi-annual performance reports on the performance metrics identified by CVSSD, and in the manner required by CVSSD. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.

34. The Subrecipient understands and agrees that it has a responsibility to monitor its subrecipients' ("subgrantees") compliance with applicable federal civil rights laws.

**Certification:** I certify that I have read and reviewed the above assurances and links to referenced Award Conditions and certify that the Subrecipient will comply with all provisions of the Victims of Crime Act of 1984 (VOCA), as amended, and all other applicable Federal laws.

\_\_\_\_\_  
Print Name of Authorized Official

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

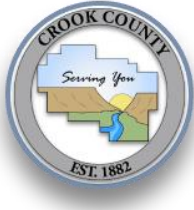
\_\_\_\_\_  
Print Name of Fiscal Officer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Fiscal Officer

\_\_\_\_\_  
Date

## AGENDA ITEM REQUEST



**Date:**

**Meeting date desired:**

**Subject:**

**Background and policy implications:**

**Budget/fiscal impacts:**

**Requested by:**

**Presenters:**

**Legal review (only if requested):**

**Elected official sponsor (if applicable):**

/

## GOODS AND SERVICES CONTRACT

CONTRACTOR: TEC Equipment DATE: \_\_\_\_\_

ADDRESS: 2475 NW Canal Blvd Redmond OR 97756  
Street Address City State Zip

PHONE NUMBER: 541-699-5400 EMAIL: MKnight@tecequipment.com

The signing of this Contract (Agreement) by **CONTRACTOR** name above and Crook County, a political subdivision of the State of Oregon (**COUNTY**), authorizes **CONTRACTOR** to deliver the goods described below in consideration of the mutual covenants set forth herein.

1. **PROJECT:** The goods described below are to be provided by **CONTRACTOR** in connection with a Project identified as follows: Purchase of two Swenson SP sanders (the "Product") and delivery to 1306 N Main Street, Prineville, OR 97754.
2. **DURATION:** This Agreement shall run from date of execution through delivery of the Product (to occur not later than June 9, 2024) unless terminated or extended according to the provisions of this Agreement.
3. **SCOPE OF SERVICES:** **CONTRACTOR** shall supply the following for purchase: The equipment described on the submittal by Swenson, attached hereto.
4. **FEE FOR SERVICES:** **CONTRACTOR**'s fee for the goods identified in paragraph 3 shall be: \$47,674.94, plus reasonable and necessary freight costs. The fee will be paid in one lump sum within fifteen (15) days of the effective date of this Agreement.
5. **EXTRA SERVICES:** **CONTRACTOR** may also perform Extra Services (services not specified under Scope of Services), provided **CONTRACTOR** and **COUNTY** have agreed in advance and in writing to the scope and fees for such Extra Services.
6. **ATTACHMENTS:** The following documents are incorporated herein and by reference made a part hereof and are attached to this Agreement:
  - Special Environmental Provisions
  - Specifications & Details (**Attachment 1**)
  - Bidder's Submittal (**Attachment 2**)

### STANDARD PROVISIONS

7. **SUBMITTAL OF W-9 BEFORE PAYMENT:** **CONTRACTOR** must provide **COUNTY** with a fully completed W-9 form upon execution of the Agreement and prior to

supplying the goods. **CONTRACTOR** will not be paid until a fully completed W-9 form is submitted.

8. **INDEPENDENT CONTRACTOR:** It is understood and agreed that **CONTRACTOR**, while supplying goods pursuant to this Agreement, is at all times acting and performing as an independent **CONTRACTOR**.
9. **TAX DUTIES AND LIABILITIES:** Neither federal, nor state, nor local income tax or payroll tax of any kind will be withheld or paid by **COUNTY**. **CONTRACTOR** is responsible to pay, according to law, **CONTRACTOR**'s income tax and self-employment tax, if applicable.
10. **CONFIDENTIALITY:** During the course of supplying of goods under this Agreement, **CONTRACTOR** may receive information regarding organizations and **COUNTY**'s business practices, employees, clients, etc. **CONTRACTOR** agrees to maintain the confidentiality of such information and to safeguard such information against loss, theft or other inadvertent disclosure.
11. **AUTHORIZED SIGNATURES REQUIRED:** Only those persons authorized by the Crook County Purchasing Rules and Procedures may enter into a binding agreement or contract, including a purchase order, for the purchase or sale of goods or services on the part of the County. All persons doing business with the **COUNTY** shall be responsible for being familiar with the Crook County Purchasing Rules and Procedures and for ensuring that the person purporting to act for the **COUNTY** has been duly authorized.
12. **PAYMENT BY COUNTY:** **COUNTY** will pay invoices on the 10<sup>th</sup> or 25<sup>th</sup> days of the month based upon date the invoice is received.
13. **INDEMNIFICATION:** **CONTRACTOR** shall defend, indemnify and hold harmless **COUNTY**, its agents, servants and employees, respectively, against all claims, demands and judgments (including attorney fees) made or recovered against them for damages to real or personal property or for bodily injury or death to any person, arising out of, or in connection with this Agreement, to the extent such damage, injury or death, is caused by the negligence or intentional wrongful act of **CONTRACTOR**, its employees, servants or agents.
14. **COMPLIANCE WITH THE LAWS:** **CONTRACTOR** agrees to comply with the provisions of this Agreement, Title VI of the Civil Rights Act of 1964, and with all applicable federal, state, county, and local statutes and rules.
15. **PROTECTION OF PERSONAL INFORMATION:** If **CONTRACTOR** obtains any personal information as defined in ORS 646A.602(11) related to this Agreement or concerning any County employee, **CONTRACTOR** agrees to provide appropriate safeguards to protect the security of this information. **CONTRACTOR** shall have provided appropriate safeguards by meeting or exceeding the requirements stated in ORS 646A.622.

16. **CONDITIONS CONCERNING PAYMENT, CONTRIBUTIONS, LIENS, WITHHOLDING:** Pursuant to ORS 279B.220, **CONTRACTOR** shall:
  - (a) Make payment promptly, as due, to all persons supplying to the **CONTRACTOR** labor or material for the performance of the work provided for in the Agreement;
  - (b) Pay all contributions or amounts due the Industrial Accident Fund from the **CONTRACTOR** or subcontractor incurred in the performance of the Agreement;
  - (c) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation, or subdivision thereof, on account of any labor or material furnished; and
  - (d) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
17. **CONDITIONS CONCERNING PAYMENT FOR MEDICAL CARE AND PROVIDING WORKERS' COMPENSATION:** Pursuant to ORS 279B.230, **CONTRACTOR** shall:
  - (a) Promptly, as due, make payment to any person, copartnership, association, or corporation furnishing medical, surgical, and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of **CONTRACTOR**, of all sums that **CONTRACTOR** agrees to pay for the services and all monies and sums that **CONTRACTOR** collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for the services; and
  - (b) Comply with ORS 656.017 or if not exempt under ORS 656.126.
18. **ENTIRE AGREEMENT:** This Agreement signed by both parties is the final and entire agreement and supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives.
19. **AMENDMENTS:** This Agreement may be supplemented, amended, or revised only in writing signed by both parties.
20. **ASSIGNMENT:** **CONTRACTOR** may not assign this Agreement, in whole or in part, without the prior written consent of **COUNTY**.
21. **SUB-AGREEMENTS:** If this project is funded in whole or in part with grant funds received by **COUNTY**, **CONTRACTOR**, as a sub-recipient of those funds, shall fully comply with all applicable terms, conditions, and requirements of the Grant Agreement, including but not limited to procurement regulations, property and equipment management and records, indemnity, and insurance provisions.
22. **EQUIPMENT, TOOLS, MATERIALS, AND/OR SUPPLIES:** **CONTRACTOR** will provide all equipment, tools, materials or supplies necessary to fulfill **CONTRACTOR's** obligations under the terms of this agreement.

23. **TERMINATION:**

- (a) With reasonable cause, either party may terminate this Agreement effective immediately after giving written notice of termination for cause. Reasonable cause shall include material violation of this Agreement or any act exposing the other party to liability to others for personal injury or property damage;
- (b) Notwithstanding any other provision of this Agreement, **COUNTY** shall not be obligated for the **CONTRACTOR**'s performance hereunder or by any provision of this Agreement during any of **COUNTY**'s future fiscal years unless and until the Crook County Court appropriates funds for this Agreement in **COUNTY**'s budget for such future fiscal year.

In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated.

- 24. **NO AUTHORITY TO BIND CROOK COUNTY:** **CONTRACTOR** has no authority to enter into contracts on behalf of **COUNTY**. This Agreement does not create a partnership between the parties.
- 25. **HOW NOTICES SHALL BE GIVEN:** Any notice given in connection with this Agreement must be in writing and be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address as stated in this Bidder's Proposal.
- 26. **GOVERNING LAW AND VENUE:** Any dispute under this Agreement shall be governed by Oregon law with venue being located in Crook County, Oregon.
- 27. **SEVERABILITY:** If any part of this Agreement shall be held unenforceable, the rest of this Agreement will remain in full force and effect.
- 28. **ATTORNEY FEES:** In the event an action, lawsuit, or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall bear its own attorney fees, expenses, costs, and disbursements for said action, lawsuit, proceeding, or appeal.
- 29. **WAIVER:** The failure of either party at any time or from time to time to enforce any of the terms of this Agreement shall not be construed to be a waiver of such term or of such party's right to thereafter enforce each and every provision of the Agreement.
- 30. **COUNTERPARTS:** This Goods and Services Contract may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together shall constitute one in the same instrument. Facsimiles and electronic transmittals of the signed document shall be binding as though they were an original of such signed document.

///



**CONTRACTOR and COUNTY** acknowledge that they are in agreement with the terms and conditions set forth in this Goods and Services Contract.

ACCEPTED FOR CONTRACTOR

ACCEPTED FOR CROOK COUNTY

TEC Equipment

Crook County Court

\_\_\_\_\_

\_\_\_\_\_

(printed name)

Seth Crawford, Judge

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Susan Hermreck, Commissioner

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Brian Barney, Commissioner

Date: \_\_\_\_\_

TEC



# Sales Quote

Prepared By: Casey Vernia  
 127 Walnut St  
 Lindenwood, IL 61049  
 Phone 888.825.7323

Date: 10/17/2023  
 Reference:  
 Price Quote ID: Q-019565  
 Rendition Number: 1  
 Freight not included unless otherwise noted.  
 Estimated Freight: Not Included  
 Terms: 30 Days  
 Delivery: 160 days  
 F.O.B.: Lindenwood, IL  
 Sourcewell Member:  
 Sourcewell Contract: 080818-SWS

Prepared For: Alex Sarha  
 Company: TEC EQUIPMENT - WILSONVILLE  
 Address:  
 Phone:  
 Fax:  
 E-Mail: MKnight@tecequipment.com

Additional Items	Description	Qty	List Price	Dealer Price
70010-010XXX	EV100-14-84-56 CS - 14 ft length, 84" width, 56" side height - hydraulic-driven spreader with 1:25 gearbox ratio - 1 1/2" drive-shaft, 2" poly idler assembly - 20" poly spinner disc - 45° side slope - 1 1/2" x 3/8" double-welded cross bars - 10 gauge carbon sides and ends - 7 gauge carbon steel longitudinals	1		
CONT'D	- Tapered inverted V - 10 gauge carbon steel bolt-in replaceable conveyor floor - Self-cleaning pintle style conveyor chain (21,000 lbs. tensile strength per strand) - Rear chain wiper - Swing Up spinner - 12" adjustable height spinner extension - three internal baffles and four external baffles in lower spinner assembly - Redesigned bolt-in 6" hat channel - Drop n lock top screens *Heated sides *Winch *Work light *Chain take up to the rear *Tailgate latch kit *Nylon strap kit	1	\$ 0.00	\$ 0.00

TEC only

# Sales Quote

Prepared By: Casey Vernia  
127 Walnut St  
Lindenwood, IL 61049  
Phone 888.825.7323

Prepared For: Alex Sarha  
Company: TEC EQUIPMENT - WILSONVILLE  
Address:

Phone:  
Fax:  
E-Mail: MKnight@tecequipment.com

Date: 10/17/2023  
Reference:  
Price Quote ID: Q-019565  
Rendition Number: 1  
Freight not included unless otherwise noted.  
Estimated Freight: Not Included  
Terms: 30 Days  
Delivery: 160 days  
F.O.B.: Lindenwood, IL  
Sourcewell Member:  
Sourcewell Contract: 080818-SWS

## Comments

NO PAINT ON STAINLESS STEEL  
NO HYDRAULIC CONTROLS FITTING OR VALVES

160 days lead time - Lead time scheduled to change at any time, please check lead time again at time of purchase.

\*\*\*\*All units not invoiced and shipped prior to January 1st 2024 will be subject to price increases.\*\*\*\*

\*Rear grease lines not needed with poly idler rollers

\*Nylon strap kit in lieu of chain binders

Total: -



**INVOICE** Remit to:  
PO Box 743077  
Los Angeles, CA 90074-3077

2475 NW Canal Blvd, Redmond, OR 97756  
Phone: 541-699-5400

THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR THE PARTICULAR PURPOSE, AND THE SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THESE PARTS.

DATE ENTERED 17 OCT 23	YOUR ORDER NO.	DATE SHIPPED 30 NOV 23	INVOICE DATE	INVOICE NUMBER Q17334
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ACCOUNT NO. 24566

CROOK COUNTY ROAD DEPT  
1306 N MAIN ST  
PRINEVILLE, OR 97754

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PAGE 1 OF 1

CROOK COUNTY ROAD DEPT  
1306 N MAIN ST  
PRINEVILLE, OR 97754

13:28:53

SHIP VIA			SLSM.	B/L NO.	TERMS	F.O.B.											
			5401		NET 15TH	REDMOND OR											
ORD	SHIP	P.O.	PART NUMBER	DESCRIPTION	LIST	NET	AMOUNT										
2	2	0	70010-010	SWENSON SP	1056.55	3747.23	47,494.46										
PLUS FREIGHT 130 DAY LEAD TIME ** MULTIPLE COPY ** **** INVOICE QUOTE - DO NOT PAY ****																	
CORE RETURNS TO BE MAKE WITHIN 30 DAYS IN THE ORIGINAL BOX AND SUBJECT TO INSPECTION. CUSTOMER MUST HAVE ORIGINAL INVOICE WHEN RETURNING PARTS. ELECTRICAL, BROKEN KITS AND SPECIAL ORDER PARTS ARE NON-RETURNABLE. A 25% RESTOCKING FEE WILL APPLY TO ALL RETURNS. ALL SPECIAL ORDER PARTS REQUIRE 25% DOWN PAYMENT.					<table border="1"> <tr> <td>PARTS</td> <td>47,494.46</td> </tr> <tr> <td>SUBLET</td> <td></td> </tr> <tr> <td>FREIGHT</td> <td>0.00</td> </tr> <tr> <td>SALES TAX / EST CAT:</td> <td>180.48</td> </tr> <tr> <td><b>TOTAL</b></td> <td><b>\$47,674.94</b></td> </tr> </table>			PARTS	47,494.46	SUBLET		FREIGHT	0.00	SALES TAX / EST CAT:	180.48	<b>TOTAL</b>	<b>\$47,674.94</b>
PARTS	47,494.46																
SUBLET																	
FREIGHT	0.00																
SALES TAX / EST CAT:	180.48																
<b>TOTAL</b>	<b>\$47,674.94</b>																

## E-SERIES

- EV-100
- EV-150
- EV-200
- VBEL



### Materials

- Salt
- Sand
- Salt / Sand Mix
- 3/8 Chips
- Magnesium Chloride
- Treated Rock Salt
- Clear Path Ice Melt



### Highlights

- The Workhorse V-box perfect for general spreading and standard at many municipalities
- 25:1 gearbox handles most types of materials, including salt/sand mixes
- 6 tooth sprocket with 1 1/2" drive shaft for smooth conveyance of material
- 18" spinner disk for consistent spreading
- Self Cleaning style pintle chain with 1/4" thick cross bar
- 2 internal and 4 external baffle system allows for precise placement of material
- Top Screen breaks up material to minimize damage to drag chain

### Equipment

<b>Size Specifications:</b>	8 to 22 feet
<b>Capacity:</b>	4.9 to 17.5 cubic yards
<b>Construction:</b>	Stainless steel, Carbon steel, Corten
<b>Application Rate:</b>	4' to 40' spread pattern, 400 to 900 lbs per lane mile
<b>Steel Gauges:</b>	10 gauge* sides and ends with 7 gauge longitudinals
<b>Safety Features:</b>	Drop N Loc top screens
<b>Warranty Details:</b>	1 year limited warranty**
<b>Options:</b>	Pre-wetting system, tarp kit, tie down kit, vibrator kit, tarp cover, cab shield, leg stands, observation platform, sloped front, belt over chain, custom paint color, rubber side shields

\*12 gauge for stainless steel

\*\* 1 year limited warranty applies to hopper only. See dealer or [www.swensonproducts.com](http://www.swensonproducts.com) for more details.

### Highlights

- Robust V-box ideal for the demanding municipality
- High torque 50:1 gearbox handles virtually all types of material including salt, sand and rock
- 8 tooth sprocket and 2" drive shaft provides the most fluid and smooth conveyance of material in the industry
- Swing up spinner system with 20" spinner disk for consistent spreading
- Heavy duty self Cleaning style pintle chain with 3/8" extra thick cross bar
- Standard drag chain take-up to the rear for easy maintenance
- Top Screen breaks up material to minimize damage to drag chain

### Equipment

<b>Size Specifications:</b>	8 to 22 feet
<b>Capacity:</b>	4.3 to 17.5 cubic yards
<b>Construction:</b>	Stainless steel, Carbon steel, Corten
<b>Application Rate:</b>	4' to 40' spread pattern
<b>Steel Gauges:</b>	10 gauge* sides and ends with 7 gauge longitudinals
<b>Safety Features:</b>	Drop N Loc top screens
<b>Warranty Details:</b>	1 year limited warranty**
<b>Options:</b>	Inverted V's, observation platform, cab shield, extended idler grease tubes, pre-wet systems, belt over chain, leg stands, and many more

\*12 gauge for stainless steel

\*\* 1 year limited warranty applies to hopper only. See dealer or [www.swensonproducts.com](http://www.swensonproducts.com) for more details.

## AGENDA ITEM REQUEST



**Date:**

*December 7, 2023*

**Meeting date desired:**

*December 19, 2023*

**Subject:**

*Order 2023-48, establishing a procedure where qualified individuals may submit a claim for the proceeds of any sale of real property upon which the County foreclosed for non-payment of ad valorem real property taxes, when such proceeds exceed the value of the accrued delinquent taxes, interest, and accrued fees.*

**Background and policy implications:**

*All real property of the state, unless an exemption is issued, is subject to ad valorem real property taxation. ORS 312.214 and 312.216 establish decades-old conclusive and irrebuttable presumptions that accompany any claim of ownership of real property, including that the failure to pay real property taxes will lead to a tax foreclosure. If three years pass since the first date of a delinquency of taxes, the County is required by law to initiate a suit to foreclose the lien for nonpayment of taxes. Even after foreclosure, qualified owners or interest holders may still redeem the property for another two years by the payment of taxes, interest, and accrued fees. Only after five years of nonpayment are such rights extinguished. Thereafter, the County may sell the property, either to the former owner of record or contract purchaser of record, or may set the property for a public sale at a price the County may establish. The proceeds for such sales are thereafter distributed to the qualifying taxing districts, to fund public services. From time to time the proceeds from the sale may exceed the delinquent taxes, interest, and accrued fees. This policy would establish a process by which those who feel that are entitled to such surplus or overage may file a claim to the County, including deadlines by which such claims must be submitted. The policy includes criteria to help establish that the individual is in fact entitled to some payment, and in the circumstance when there may be more than one such person, to establish what proportion would be distributed to which individual.*

**Budget/fiscal impacts:**

*Rough calculations on the budget impact for possible claims indicate that since 2017, the overages which the County acquired and thereafter distributed according to law may be*

*\$300,000 or more. The value of any properties which have not yet been sold are not readily estimable.*

**Requested by:**

*Eric Blaine, County Counsel*

*Eric.Blaine@crookcountyor.gov*

*541-416-3919*

**Presenters:**

*Eric Blaine, County Counsel*

**Legal review (only if requested):**

*Legal has reviewed the attached policy.*

**Elected official sponsor (if applicable):**

*N/A*

IN THE COUNTY COURT OF THE STATE OF OREGON  
FOR THE COUNTY OF CROOK

IN THE MATTER OF ADOPTING )  
A POLICY REGARDING THE )  
PROCEEDS OF SALES OF REAL ) ORDER NO. 2023-48  
PROPERTY FORECLOSED UPON )  
FOR NONPAYMENT OF AD VAL- )  
OREM TAXES WHICH EXCEED )  
THE VALUE OF DELINQUENT )  
TAXES, INTEREST, AND FEES )  
(SURPLUS PROCEEDS) )

WHEREAS, unless otherwise except by law, all real property in the State of Oregon is subject to ad valorem real property taxes. Real property taxes accrue each year. By Oregon law, all persons owning or claiming to own, or having or claiming to have, any interest in any real property heretofore or hereafter subject to foreclosure for delinquent taxes are indisputably and conclusively deemed to have taken notice of the following:

(1) That any real property that they owned or claimed to own, or in which they had or claim to have had any interest, and any real property that they hereafter may own or claim to own or in which they hereafter shall have or claim any interest has been assessed and hereafter will be assessed each year;

(2) That the tax levied against such real property became and hereafter will become due and delinquent at a fixed time;



(3) That the tax became and was and hereafter will become and be a lien upon such real property;

(4) That if such tax was not paid or hereafter shall not be paid within the time fixed by law, the lien has been or hereafter will be enforced by foreclosure proceedings at the time and in the manner provided by law;

(5) That since the enactment of chapter 408, General Laws of Oregon 1919, and following its effective date (May 29, 1919), such foreclosure proceedings have been and hereafter will be proceedings in rem; and

(6) That by reason of their delinquency in the matter of the payment of their taxes, there has been impressed upon and there hereafter shall be impressed upon them a continuing duty to investigate and ascertain whether or not such real property has been or hereafter shall become included in tax foreclosure proceedings, regardless of any defects, jurisdictional or otherwise, that may have appeared or hereafter shall appear in such foreclosure proceedings; and

WHEREAS, the tax collector of each county issues tax statements to the owners of record for all parcels of real property each year. The tax collector of each county will issue notices to any owner who is delinquent in the payment of real property taxes at least annually. Under Oregon law, ad valorem real property taxes constitute a lien against real property that is assessed; and

WHEREAS, if three years elapse since the date of delinquency of tax payments, the tax collector must initiate a suit to foreclose the lien for unpaid real property taxes. The tax collector sends special notices to such record owners and interest holders by first

class mail, by certified mail, and by publication in a newspaper of record the annual foreclosure list of such delinquency and that a suit for foreclosure will be initiated; and

WHEREAS, if the owners or those claiming an interest in the real property do not pay the delinquent taxes, plus interest and fees established by Oregon law, within 30 days of the initiation of the suit, then the court shall give judgment of foreclosure; and

WHEREAS, thereafter, owners and those claiming to own an interest in real property have a further 2 years to redeem the property, by the payment of delinquent taxes, statutory interest, and accrued fees. If the properties are not redeemed, they are deeded to the County; and

WHEREAS, the County may thereafter retain the ownership of the property for public use, may sell the property back to the owner of record or contract purchaser of record, or may schedule a public sale in accordance with Oregon law; and

WHEREAS, in the event that a sale of tax foreclosed property produces funds which exceed the value of delinquent taxes, interest, and fees, as those may be established by law, this Order establishes a process by which such funds may be claimed by those qualified for any overage or surplus.

NOW, THEREFORE, the Crook County Court adopts the recitals above as its Findings of Fact, and ORDERS and DIRECTS, based upon the above recitals, that:

Section One: The attached Policy, entitled the Policy on Surplus Proceeds From The Sale of Tax Foreclosed Real Property, is adopted. Staff are directed to undertake such steps and activities as may be necessary or prudent to effectuate the Policy.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Section Two: The County Counsel’s Office is authorized to make nonsubstantive changes to the Policy from time to time. Such changes may include but are not limited to: the correction of typos, the updating of addresses or points of contact, or such other changes as may be necessary to comply with operative law.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2023.

CROOK COUNTY COURT

\_\_\_\_\_  
Judge Seth Crawford

\_\_\_\_\_  
VACANT

\_\_\_\_\_  
Commissioner Brian Barney

<u>Vote:</u>	Aye	Nay	Abstain	Excused
Seth Crawford	___	___	___	___
VACANT	___	___	___	___
Brian Barney	___	___	___	___

**POLICY ON SURPLUS PROCEEDS FROM THE SALE OF TAX FORECLOSED  
REAL PROPERTY**

**A. Definitions**

1. "Acquisition Date" means the date on which a TFRP is deeded to the County following foreclosure proceedings.
2. "Governing Body" means the governing body of Crook County, whether entitled County Court, Board of County Commissioners, or such other name.
3. "Claim Period" means the period from the Acquisition Date to 180 days after the Sale Date, except as provided in sections B.2. and B.3., below.
4. "County" means Crook County, Oregon.
5. "Prior Owner" means the Record Owner, or their heirs, assigns, or successors as demonstrated through court order and/or other legal document(s).
6. "Property Costs" means any/all taxes, interest, penalties, fees, a 10% of sale price property management fee, and other actual property maintenance and supervision expenses incurred by County, pursuant to ORS 275.275(1)(a)-(c). Property Costs shall also include any administrative fees paid by purchaser pursuant to a land sale contract.
7. "Record Owner" means the individual(s) and/or entity(ies) identified as the owner in tax records at the time of foreclosure.
8. "Sale Date" means the earlier of the date on which title to property is conveyed from County to a purchaser or the date on which a memorandum of land sale contract is recorded. Sale Date shall also include the date on which the County issues a Governing Body Order retaining the property for public use.
9. "Tax Foreclosed Real Property" ("TFRP") means real property acquired by County as a result of tax foreclosure following expiration of the period of redemption.

**B. Eligible Property.**

1. This policy shall apply to all TFRP acquired on or after the date the policy is enacted.
2. For TFRP acquired on or after May 25, 2017, and sold on or after the date the policy is enacted, the claim period shall be 180 days from the Sale Date.
3. For TFRP acquired on or after May 25, 2017, and sold prior to the date the policy is enacted, the claim period shall be 180 days from the date the policy is enacted.
4. TFRP acquired by County prior to May 25, 2017, shall be excluded from this policy.

**C. Process for Selling or Retaining Tax Foreclosed Real Property**

1. Within sixty (60) days of Acquisition Date, County shall extend an offer to sell the TFRP to the Record Owner, pursuant to ORS 275.180. Record Owner shall have thirty (30) days to enter into an agreement with County to purchase the property.
2. If no agreement is reached with Record Owner, within one (1) year of the Acquisition Date, the Governing Body shall issue an Order determining whether to retain or sell the TFRP. If applicable, the Governing Body may determine whether to designate the property to Parks or Forestry.
3. TFRP to be sold shall be placed on a Sheriff's Sale, except those with a real market value less than \$15,000 and unsuited for development pursuant to ORS 275.225(1).

- i. The minimum bid shall be set at not less than the total Property Costs at the time of the sale, unless the Governing Body determines it is in the best interest of the County to set a lower minimum bid.
- 4. TFRP not sold at auction or otherwise exempt from the auction requirement shall be available for private sale, placed on a Sheriff's Sale, and/or retained by County at the Governing Body's discretion.
  - i. The sale price shall be not less than the total Property Costs at the time of the sale, unless the Governing Body determines it is in the best interest of the County to set a lower minimum price.
- 5. The Governing Body Order authorizing sale of TFRP shall distribute amounts for any known Property Costs at the time of sale to the appropriate account(s). Any remaining proceeds shall be placed in a designated fund for further distribution pursuant to this policy.

**D. Notice of Right to Claim Proceeds from Sale of TFRP**

- 1. General notice of the right to submit a claim for proceeds from Sale of TFRP shall be provided as follows:
  - i. As part of any notice to any person or entity entitled to redeem the property pursuant to ORS 312.125.
  - ii. As part of the general notice of expiration of redemption period pursuant to ORS 312.190.
  - iii. Included in the Sheriff's notice of sale pursuant to ORS 275.120.
- 2. County staff may undertake any additional or supplementary notices as may be necessary or useful to cure any defect or error.

**E. Distribution of Proceeds from Sale of TFRP**

- 1. Proceeds from the sale of TFRP shall be distributed in the following order:
  - i. To County in the amount of Property Costs.
  - ii. To Prior Owner(s) who have submitted to the Governing Body Office a completed claim form (Appendix A) and W-9 within the Claim Period. Where there is a dispute among Prior Owners, a court order or arbitration shall be required to define apportionment.
    - (1) The burden of demonstrating entitlement to surplus proceeds shall be on the Prior Owner.
    - (2) Where there is more than one Prior Owner, any individual Prior Owner may submit a claim form on behalf of all Prior Owners if such claim identifies all other Prior Owners entitled to claim surplus proceeds, includes proof of notice to all other Prior Owners, and includes either their approval of or court order as to distribution apportionment.
    - (3) Upon distribution of proceeds to one or more Prior Owners any future claim for proceeds shall be barred.
    - (4) Prior Owners who purchased the property from County shall not be entitled to surplus proceeds.
    - (5) Claim forms shall be retained for seven (7) years from the date of receipt.
  - iii. Any remaining proceeds shall be distributed pursuant to ORS 275.275(3)(b), or

to Parks or Forestry if so designated.

2. Proceeds received pursuant to a land sale contract shall be applied in the order described in section D.1., except that any amounts paid to Prior Owner(s) or taxing districts pursuant to section D.1.iv. shall be distributed annually less any additional Property Costs incurred since the last distribution.
3. In the event a cash sale or land sale contract is not completed and title is not conveyed to the purchaser, any proceeds received shall be applied in the order described in section D.1. Any additional proceeds received from a subsequent sale shall be distributed in the same manner.
4. Upon expiration of the Claim Period any remaining proceeds from the sale of TFRP shall be distributed pursuant to this policy.

**APPENDIX 1**  
**Request for Surplus Proceeds - Instructions**

If you believe you are entitled to surplus proceeds as a result of a tax foreclosure sale, complete this form and mail or otherwise deliver it, along with the required attachments and documentation outlined below, to the following address:

Crook County,  
Attn: Surplus Proceeds  
300 NE Court St.  
Prineville, OR 97754

Surplus Proceeds shall only be distributed to the Prior Owner of the property. **“Prior Owner”** means the Record Owner, or their heirs, assigns, or successors as demonstrated through court order and/or other legal document(s). **“Record Owner”** means the individual(s) and/or entity(ies) identified as the owner in tax records at the time of foreclosure. The burden of demonstrating entitlement to surplus proceeds is on the Prior Owner.

Where there is more than one Prior Owner, any single Prior Owner may submit a single claim form on behalf of all Prior Owners, if such claim identifies all other Prior Owners, includes proof of notice to all other Prior Owners, and includes either their approval of or court order as to distribution apportionment. For each additional Prior Owner an Additional Prior Owner Attachment must be included along with documentation of their entitlement to claim surplus proceeds.

A Prior Owner submitting this request must:

1. Attach a copy of the property deed or other record showing prior ownership. Only one copy is required if Prior Owner consists of multiple parties.
2. Attach a copy of the front and back of current photo identification (e.g., driver’s license). Provide proof of current mailing address if different from current photo identification.
3. If applicable, attach a copy of any court order or legal document establishing Prior Owner status for all Prior Owners.
4. If you are claiming surplus proceeds on behalf of another person, please provide documentation of legal authority to do so, such as a power of attorney, conservator, guardian, etc.
5. If you are claiming property as an heir to a deceased person, provide documentation such as a death certificate or obituary. If the probate is open, include original court-certified copies of Letters of Administration or Affidavit Claiming Successor. If the probate is closed, include an original court certified copy of the Final Decree of Distribution listing the heirs. Note: Crook County requires probate on claims for surplus funds valued at \$5,000 or more.
6. Sign the completed form in the presence of a notary public.

REQUEST FOR SURPLUS PROCEEDS OF A TAX FORECLOSURE SALE

**Section 1. Property Information**

Property ID: \_\_\_\_\_ Map/Tax Lot: \_\_\_\_\_

Property Address: \_\_\_\_\_

Prior Owner (identify all parties): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Section 2. Prior Owner Information**

More than one Prior Owner – see Additional Prior Owner Attachment(s)

Full Legal Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Status:  Record Owner      OR       Heir, Assign, or Successor (documentation attached)

**Section 3. Surplus Proceeds Distribution**

All proceeds should be distributed to the Prior Owner as a whole (one check issued to Prior Owner)

OR

Proceeds should be distributed to the Prior Owner parties as follows:

Name	Address	% of Proceeds

**Section 4.**

I declare under penalty of perjury and/or mail fraud:

- That I have reviewed this all sections of this Request for Surplus Proceeds.
- That to the best of my knowledge I am entitled to the excess funds described herein and agree to indemnify Crook County and hold it harmless for and from all claims, loss, costs, damages,





ADDITIONAL PRIOR OWNER ATTACHMENT

Full Legal Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Status:  Record Owner OR  Heir, Assign, or Successor (documentation attached)

Notice of claim for surplus proceeds was provided to this Prior Owner (attach proof of notice):

On (date): \_\_\_\_\_ By (person/entity providing notice): \_\_\_\_\_

Method of Notice: \_\_\_\_\_

**Distribution of Surplus Proceeds**

A court order regarding allocation of surplus proceeds is attached.

OR

The Prior Owner identified above agrees to receive the following allocation of proceeds (identified Prior Owner must sign below in the presence of a notary):

\_\_\_\_\_% of surplus proceeds OR \$\_\_\_\_\_ lump sum from surplus proceeds

I, \_\_\_\_\_ (Prior Owner identified above) declare under penalty of perjury and/or mail fraud:

- That I have reviewed this all sections of the Request for Surplus Proceeds.
- That to the best of my knowledge I am entitled to the excess funds described herein and agree to indemnify Crook County and hold it harmless for and from all claims, loss, costs, damages, and expenses that Crook County may sustain by turning these funds over to me, or of its refusal to pay this claim or any part of it to any person(s).
- That I agree to the Distribution of Proceeds indicated herein.

\_\_\_\_\_  
Signature Date

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss

This record was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_  
by \_\_\_\_\_.

IN WITNESS WHEREOF, I have hereunto set my hand and seal.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

## Reinstatement and Amendment No. 1 to Grant No. 15666

This is Reinstatement and Amendment No. 1 to Grant Agreement No. 15666, effective July 1, 2023 (as amended from time to time, the “Grant”), between the State of Oregon, acting by and through its Oregon Department of Education (“Agency”) and Crook County (“Grantee”), each a “Party” and together, the “Parties”. Upon receipt of all required approvals and execution by both Parties, this Reinstatement and Amendment shall be effective on July 1, 2023 (“Amendment Effective Date”).

The Grant expired on June 30, 2023 and the Parties now desire to reinstate the Grant in its entirety and amend the Grant provided herein.

The Parties acknowledge and agree that Agency has not made any payment for activities performed after June 30, 2023.

The Grant is amended as follows (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strikethrough~~):

1. Section 3 of the Grant is amended as follows:

### SECTION 3: EFFECTIVE DATE AND DURATION

When all Parties have executed this Grant, and all necessary approvals have been obtained (“Executed Date”), this Grant is effective and has a Grant funding start date as of July 1, 2021 (“Effective Date”), and, unless extended or terminated earlier in accordance with its terms, will expire on ~~June 30, 2023~~ **June 30, 2025**.

2. Section 6 of the Grant is amended as follows:

### SECTION 6: GRANT FUNDS

In accordance with the terms and conditions of this Grant, Agency will provide Grantee up to ~~\$63,000.00~~ **133,000.00** (“Grant Funds”) for the Project. Agency will pay the Grant Funds from monies available through its General Fund (“Funding Source”).

3. Exhibit A Section V of the Grant is deleted and replaced with the following revised Exhibit A Section V, effective as of the Amendment Effective Date.

### SECTION V. PROJECT EVALUATION/REPORTING REQUIREMENTS

Using Agency provided reporting templates, Grantee will submit required reports, related reports and information as Agency may reasonably require. Required reports include Quarterly Reports and the Final Report. Grantee must submit the reports as indicated below:

REPORT	DUE DATE
Quarterly Reports	Within 30 days after the end of each quarter listed below: Quarter 1: July 1, 2023 – September 30, 2023 Quarter 2: October 1, 2023 - December 31, 2023 Quarter 3: January 1, 2024 – March 31, 2024 Quarter 4: April 1, 2024 - June 30, 2024 Quarter 5: July 1, 2024 – September 30, 2024 Quarter 6: October 1, 2024 - December 31, 2024 Quarter 7: January 1, 2025 – March 31, 2025 Quarter 8: April 1, 2025 - June 30, 2025
Final Report	By August 1, 2025

Except as expressly amended above, all other terms and conditions of the Grant are still in full force and effect. Grantee certifies that the representations, warranties and certifications contained in the Grant are true and correct as of the Amendment Effective Date and with the same effect as though made at the time of this Amendment.

**[Signature on next page]**

EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES IT HAS READ THIS REINSTATEMENT AND AMENDMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. The Parties further agree that by the exchange of this Reinstatement and Amendment electronically, each has agreed to the use of electronic means, if applicable, instead of the exchange of physical documents and manual signatures. By inserting an electronic or manual signature below, each authorized representative acknowledges that it is their signature, that each intends to execute this Reinstatement and Amendment, and that their electronic or manual signature should be given full force and effect to create a valid and legally binding agreement.

IN WITNESS WHEREOF, the Parties have executed this Reinstatement and Amendment as of the dates set forth below.

**STATE OF OREGON acting by and through its Department of Education**

By: Philip Hofmann  
Contracting Officer

November 8, 2023  
Date

**Crook County**

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Federal Tax ID Number

**Approved for Legal Sufficiency in accordance with ORS 291.047**

By: via email  
Kevin Gleim, Assistant Attorney General

09/25/2023

Date