

# AGENDA

JEFFERSON COUNTY  
BOARD OF COMMISSIONERS MEETING  
NOVEMBER 8, 2023  
COMMISSION MEETING ROOM  
8:15 AM

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

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

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

CONFERENCE CALL LINE: (301) 715-8592 MEETING ID: 898 1666 4155 PASSCODE: 2449  
<https://us06web.zoom.us/j/89816664155?pwd=RkNKeTM0T1YvWDA3Q2U3QmIwMytGdz09>

1. Administrative Session (8:15) (The items discussed during Administrative Session are intended to have staff present updates/reports or routine items to the Board. The Second Wednesday of the month is an Elected Official/Department Director Meeting)
  - 1.1 Elected Official/Department Director Meeting.
2. Call to Order/Pledge of Allegiance/Invocation
3. Presentations/Awards
4. Changes to the Agenda (Consideration of Submission of Late Items)
  - 4.1 Reinstatement and Amendment No. 1 to Grant No. 15675 - signed by Commission Chair.  
[4.1.pdf](#)
  - 4.2 First Addendum to Madras Police Department Subaward Grant Agreement - signed by Commission.  
[4.2.pdf](#)
  - 4.3 Salary Change Order for Benjamin Toops - signed by Commission.  
[4.3.pdf](#)

- 4.4 Salary Change Order for Jeremy Skeels - signed by Commission.  
[4.4.pdf](#)
- 4.5 Salary Change Order for Mercedes Olivera - signed by Commission.  
[4.5.pdf](#)
5. 9:00 A.M. - Citizen Comments
6. Consent Agenda *(The items on the Consent Agenda are considered routine and will all be adopted in one motion unless a Board member or person in the audience requests, before the vote on the motion, to have the item considered separately. If any item is removed from the Consent Agenda, the item will be taken up immediately following the vote on the remaining items)*
  - 6.1 October 2023 Accounts Payable Paid October 2023 in the amount of \$270,870.24 - signed by Commission.  
[6.1.pdf](#)
  - 6.2 Certificate of Right to Burial, Certificate No. 2085, 2086, GB188 & GB189 - signed by Commission.  
[6.2.pdf](#)
  - 6.3 Action Minutes for November 1, 2023 - signed by Commission.  
[6.3.pdf](#)
7. Scheduled Appointments, Action Items, and Public Hearings
  - 7.1 9:30 a.m. - COIC RHC Request.
  - 7.2 10:30 a.m. - HR Answers Equity Report.
  - 7.3 6:00 p.m. - Board of Commissioners & Culver City Council joint meeting at Culver City Hall.
8. Action Items
  - 8.1 Oregon Parks and Recreation Department Local Government Grant Program Agreement - signed by Commission Chair.  
[8.1.pdf](#)
  - 8.2 Criminal Justice Commission Specialty Court Grant Program, SCP-23-15 Grant Agreement - signed by Commission Chair.  
[8.2.pdf](#)
  - 8.3 Salary Change Order for Kelsey Parsons - signed by Commission.  
[8.3.pdf](#)
  - 8.4 Salary Change Order for Gabriel Soliz - signed by Commission.  
[8.4.pdf](#)
  - 8.5 Salary Change Order for Lyndsay Hessel - signed by Commission.  
[8.5.pdf](#)

- 8.6 Salary Change Order for Michael Stemwedel - signed by Commission.  
[8.6.pdf](#)
- 8.7 Jefferson County Business Loan Agreement with New Grass, LLC - signed by Commission Chair.  
[8.7.pdf](#)
- 8.8 Statutory Warranty Deed - signed by Commission.  
[8.8.pdf](#)
- 8.9 Resolution In the Matter of Amending Jefferson County Policy and Procedure Manual, Employee Policy 314, Leaves of Absence - signed by Commission.  
[8.9.pdf](#)
- 8.10 Salary Order for Emily Lee, Community Development Department Permit Technician II, Grade 15D, Step 10 - signed by Commission.  
[8.10.pdf](#)
- 9. Elected Official Report(s)/Request(s)
- 10. Department Heads Report(s)/Request(s)
- 11. County Counsel Report(s)/Request(s)
- 12. County Administrative Officer Report(s)/Request(s)
  - 12.1 HR Director Job Description and Request for Waiver of 90-day Waiting Period.  
[12.1.pdf](#)
- 13. Commission Discussion Items
  - 13.1 Continued discussion regarding American Rescue Plan (ARPA) & CARES Act Funding Programs.
  - 13.2 CREA Membership.  
[13.2.pdf](#)
- 14. Announcements/Notification of additional Commission Meetings
- 15. Executive Session
- 16. Adjourn

## Reinstatement and Amendment No. 1 to Grant No. 15675

This is Reinstatement and Amendment No. 1 to Grant Agreement No. 15675, 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 Jefferson 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~~ **\$70,000.00** (“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: \_\_\_\_\_  
Contracting Officer

\_\_\_\_\_  
Date

**Jefferson 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

# AGENDA ITEM COVERSHEET

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

**Agenda Item Title (Do not put in all-caps):**  
 First Addendum to Madras Police Department Subaward Grant Agreement

**Department:** District Attorney's Office      **Date Submitted:** September 28, 2023  
**Contact Person:** Twila Rosenberg      **Phone:** 541-475-4452 x 4104  
**Effective Dates of Contract/Grant/ Proposal:** October 1, 2023 - September 30, 2024  
**Amount of Contract/Grant/Proposal:** \$72,758/\$301,297      **Requested Agenda Date:** October 4, 2023

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

**AGENDA ITEM BRIEF DESCRIPTION:**  
 First Addendum to Madras Police Department Subaward Grant Agreement to Rural Grant Madras Police Department Subaward M-223-20

**BACKGROUND/SUMMARY STATEMENT:**  
 The original Rural Grant Madras Police Department Subaward is for \$228,539 and ends September 30, 2023. The Rural Grant was extended for one more year to end September 30, 2024. The \$72,758 is to cover the expenses of the one year extension for the Domestic Violence and Sexual Assault Investigator position. The additional amount is reflected in Year Three of the budget. The First Addendum Agreement amount is not to exceed \$301,297.

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

**REQUESTED ACTION:** (Exact action requested of Commissioners in the form of a motion)  
 Approve the First Addendum to Madras Police Department Subaward Grant Agreement in it's entirety

**ATTACHMENTS:** First Addendum to Madras Police Department Subaward Grant Agreement

**POST ACTION INSTRUCTIONS:** (Fully executed originals will be retained for the official record)  
 Return the original or a color copy to Twila Rosenberg for grant records and so she can send it to Madras Police Department.

**FIRST ADDENDUM TO MADRAS POLICE DEPARTMENT SUBAWARD GRANT AGREEMENT**

This Addendum to the Rural Domestic Violence, Dating Violence, Sexual Assault, and Stalking Program Subaward Grant Agreement between Jefferson County "County", and Madras Police Department, by and through the City of Madras, a municipality of the State of Oregon, serving as a subrecipient, hereinafter referred to as "Contractor", recorded in Jefferson County Records as M-223-20, modifies the Agreement as follows:

- 1) Section 1. Effective Date and Duration. The Parties mutually agree to extend the Agreement through September 30, 2024.
- 2) Section 3. Consideration. The consideration for the extension period shall be **\$72,758**, the total not to exceed amount for the Agreement is **\$301,297**. This one year extension is contingent upon the availability of OVW Rural Domestic Violence, Dating Violence, Sexual Assault, and Stalking Program grant funds only. The one year extension does not include the Child Abuse Multidisciplinary Intervention (CAMI) grant funds. CAMI has its own 23-25 CAMI Madras Police Department Subaward recorded in Jefferson County Records as M-075-23 that started July 1, 2023. Therefore the \$3,142 in CAMI consideration for July 1, 2023 to September 30, 2023 in the original Subaward is no longer included in the consideration total. See Exhibit B below for further information.
- 3) For the extension period, Exhibit B is replaced with the following:

**RURAL SUB-AWARD/PARTNER COMPENSATION AND TRAVEL:**

<u>Service</u>	<u>Calculation</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Total</u>
<b>Domestic Violence and Sexual Assault Investigator - Steve Webb</b>					
	<b>\$94,062 Salary + \$63,050 Benefits = \$157,112</b>				
	Y1: \$157,112 x 0.40 FTE	\$62,845	\$62,845	\$138,745	\$264,435
	Y2: \$157,112 x 0.40 FTE				
	Y3: \$157,112 x 0.8831 FTE				
	<b>Sub-Award/Partner Compensation Subtotal</b>	<b>\$62,845</b>	<b>\$62,845</b>	<b>\$138,745</b>	<b>\$264,435</b>
<b>OVW Mandated Training and Technical Assistance in TBD - Domestic Violence and Sexual Assault Investigator - Steve Webb</b>					
Airfare	Y1: 1 person x \$550 flight	\$550	\$0	\$0	\$550
Hotel	Y1: 1 person x \$110/night x 4 nights	\$440	\$0	\$0	\$440
Meals	Y1: 1 person x \$65/day x 4 days	\$260	\$0	\$0	\$260
	<b>Sub-Award/Partner Travel Subtotal</b>	<b>\$1,250</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,250</b>
	<b>Total Madras Police Department Sub-Award</b>	<b>\$64,095</b>	<b>\$62,845</b>	<b>\$138,745</b>	<b>\$265,685</b>



**CHILD ABUSE MULTIDISCIPLINARY INTERVENTION (CAMI) CONSIDERATION:**

**CAMI July 2019 – June 2021- (Remaining Funds)**

<u>Service</u>	<u>Calculation</u>	<u>Y2: Nov 2020 – June 2021</u>	<u>Total</u>
Child Abuse Investigator - Steve Webb			
	Y2: \$13,093 x 8 months x 0.10 FTE	\$10,474	\$10,474
	<b>Compensation Subtotal</b>	<b>\$10,474</b>	<b>\$10,474</b>

**CAMI July 2021 – June 2023 (Non-Competitive CAMI Grant)**

<u>Service</u>	<u>Calculation</u>	<u>7/21-9/21</u>	<u>10/21-6/22</u>	<u>7/22-9/22</u>	<u>10/22-6/23</u>	<u>Total</u>
		<u>Year 1</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 2</u>	
Child Abuse Investigator - Steve Webb						
	Y1: \$13,093 x 3 months x 0.08 FTE	\$3,142	\$9,427	\$3,142	\$9,427	\$25,138
	Y1: \$13,093 x 9 months x 0.08 FTE					
	Y2: \$13,093 x 3 months x 0.08 FTE					
	Y2: \$13,093 x 9 months x 0.08 FTE					
	<b>Compensation Subtotal</b>	<b>\$3,142</b>	<b>\$9,427</b>	<b>\$3,142</b>	<b>\$9,427</b>	<b>\$25,138</b>

**CAMI July 2023 – June 2025 (Non-Competitive CAMI Grant)** \* Consideration of \$3,142 is on CAMI Madras Police Department Subaward and taken off of this Agreement. No CAMI funds were charged on this Agreement starting July 1, 2023.

<u>Service</u>	<u>Calculation</u>	<u>7/23-9/23</u>	<u>Total</u>
		<u>Year 1</u>	
Child Abuse Investigator - Steve Webb			
	Y1: \$13,093 x 3 months x 0.08 FTE	\$0	\$0
	<b>Compensation Subtotal</b>	<b>\$0</b>	<b>\$0</b>

**TOTAL SUBAWARD CONSIDERATION:**

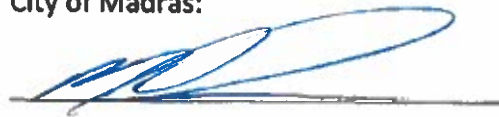
<u>Service</u>	<u>Calculation</u>	<u>11/20-9/21</u>	<u>10/21-9/22</u>	<u>10/22-9/23</u>	<u>Total</u>
		<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	
Rural Madras Police Department Sub-Award		\$64,095	\$62,845	\$138,745	\$265,685
CAMI 7/19 – 6/21- (Remaining Funds) 8 months		\$10,474	NA	NA	\$10,474
CAMI 7/21 – 6/23 (24 months)		\$3,142	\$12,569	\$9,427	\$25,138
CAMI 7/23 – 6/25 (3 months on CAMI)		NA	NA	\$0	\$0
<b>Total Sub-Award</b>		<b>\$77,711</b>	<b>\$75,414</b>	<b>\$148,172</b>	<b>\$301,297</b>

All other terms to remain unchanged.

Jefferson County Board of Commissioners:

City of Madras:

\_\_\_\_\_  
Kelly Simmelink, Commission Chair

  
\_\_\_\_\_

\_\_\_\_\_  
Wayne Fording, Commissioner

Title: Mayor

\_\_\_\_\_  
Mark Wunsch, Commissioner

Date: 9.26.23

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

BEFORE THE BOARD OF THE COUNTY COMMISSIONERS  
FOR THE COUNTY OF JEFFERSON

SALARY CHANGE

IN THE MATTER OF SETTING THE  
COMPENSATION OF AN EMPLOYEE

}  
} SALARY ORDER NO. \_\_\_\_\_

Employee Name:

Position Title:


Ben Toops

Patrol Sergeant

Department: Jefferson County Sheriff

Effective Date: ~~11/08/2023~~ 10/21/2023

Reason:  
Promotion to Patrol Sgt.

DESCRIPTION	CURRENT	REQUEST
Hourly Rate	41.06	45.64
Monthly Wage	7,144.44	7,941.36
Grade	PD1	28
Step	8	15
Salary Matrix/PERS Class	A	A
Benefit Group	LEA	NR
Applicable Benefits & Other Terms		
Employee Signature		

APPROVED, ADOPTED, AND ORDERED this 6 day of November, 2023

ATTEST:

BOARD OF COMMISSIONERS

Department Director:  \_\_\_\_\_

Commissioner, Chair: \_\_\_\_\_

Finance Director:  \_\_\_\_\_

Commissioner: \_\_\_\_\_

County Administrative Officer: \_\_\_\_\_

Commissioner: \_\_\_\_\_

GL BUDGET LINE ITEM: 101-125-510-1007 SALARY ANNIVERSARY DATE: \_\_\_\_\_

## Jefferson County

## Position Description

Position: <b>Patrol Sergeant</b>	FLSA: <b>Exempt</b>
Department: <b>Sheriff's Office</b>	Salary Grade: <b>Grade 26 Basic</b> <b>Grade 27 Intermediate</b> <b>Grade 28 Advanced</b>
<b>Non Bargaining Unit / Bargaining Unit:</b> NR	Status: <b>Full Time</b>

**Summary**

The Patrol Sergeant plans, directs coordinates and oversees the day-to-day activities and operations for the Patrol Deputies.

**Distinguishing Characteristics**

This position works under the general directions of the Sheriff and under the direct supervision of the Patrol Lieutenant. The Patrol Sergeant is responsible for the supervision of all staff assigned to the Sheriff's Office Patrol division.

**Essential Duties and Responsibilities, however, are not limited to.**

- Prepares schedules, assigns and evaluates work of subordinates.
- Directs and manages the activities of deputies.
- Ensures compliance with department policies, procedures, rules and regulations.
- Provides advice and assistance to subordinates.
- Reviews and approves reports, citations and other work records as required.
- Inspects equipment and uniforms for proper maintenance.
- Works with subordinates, supervisors and other county employees.
- Responds to citizen inquiries.
- Works with outside agencies and the general public.
- Develops police/community relations.
- Assists with the development and administration of the department budget.
- Participates in establishing long and short-range goals, objectives, plans and priorities.
- Prepares policies and procedures, or special reports.
- Assists in identifying, developing and providing department training.
- Performs the duties of a Peace Officer when required.
- Regular attendance is an essential function of the position.
- Performs other duties as assigned that support the overall objective of the position.

**Qualifications**

- **Knowledge and Skills**

Considerable knowledge of modern law enforcement methods and techniques in the prevention and investigation of criminal acts. Working knowledge of the rights of suspects and defendants. Working knowledge of the principals and practices of supervision and personnel management.

- **Abilities**

The ability to use good judgment and make decisions in stressful situations. Ability to gain respect of subordinate personnel and to maintain satisfactory departmental coordination. Ability to understand and execute oral and written instructions. Ability to assign, direct, instruct and review the work of subordinates.

▪ **Physical Abilities**

Must possess normal color discrimination, normal binocular coordination and normal peripheral vision; must possess normal visual acuity and hearing as prescribed by the Department of Public Safety Standards and Training; must be free of any physical emotional or mental condition that may affect job performance. Subject to pre-employment physical capacity testing to this job description and any other SO requirements.

▪ **Education and Experience**

High School Diploma or equivalent, minimum of five years of experience as a Law Enforcement Officer as defined by the Oregon Department of Public Safety Standards and Training. Associate Degree in Police Science preferred or any satisfactory equivalent combination of experience and training, which insures the ability to perform the work.

▪ **Licenses and Certificates**

A valid Oregon Driver's License with an acceptable driving record. Possess or obtain a DPSST Supervisor's Certificate within one year of acceptance to position.

▪ **Working Conditions**

Work is performed indoors and outdoors where some safety considerations exist from physical labor and handling of light-to-medium weight, yet, awkward materials.

▪ **Probationary Requirement**

This position is based on the successful completion of a twelve-month probationary period.

Modified on: November, 2023



Employee Signature



Supervisor Signature

November 7, 2023

Date Signed

11/7/2023

Date Signed



BEFORE THE BOARD OF COUNTY COMMISSIONERS FOR THE COUNTY OF JEFFERSON

IN THE MATTER OF SETTING THE COMPENSATION OF EMPLOYEES} SALARY ORDER NO. \_\_\_\_\_

DEPARTMENT: Sheriff EMPLOYEE: Jeremy Skeels

REASON: Move from Detective to Patrol Corporal

THE JEFFERSON COUNTY BOARD OF COMMISSIONERS HEREBY ORDERS THE REQUESTED SALARY CHANGE EFFECTIVE: October 1, 2023

SALARY CHANGE

Table with 3 columns: DESCRIPTION, CURRENT, REQUEST. Rows include Hourly Rate, Monthly Wage, Grade, Step, Salary Matrix/PERS class, Benefit Group, and Applicable Benefits/Other Terms.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST

BOARD OF COMMISSIONERS

County Administrative Officer

Commission, Chair

Department Director/Elected Official

Commissioner

Finance Director

Commissioner

## Jefferson County Sheriff's Office Position Description

- notifies the Patrol Sergeant and/or Patrol Captain of the disciplinary action taken.
- Reviews and suggests changes to policies and procedures.
- Assists in identifying, developing and providing office training.
- Regular attendance is an essential function of the position.
- Leads by example and support the shift in which the Corporal is assigned to enhance service to the public and moral of the Sheriff's Office
- Train and support Deputies and actively participate in the Field Training Officer, "FTO" process.
- Assist Deputies with writing search warrant affidavits and serving / executing search warrants.
- Leads by example by writing search warrant affidavits and search warrants.
- Leads by example by properly completing reports

### Qualifications

- **Knowledge and Skills**

Considerable knowledge of modern law enforcement and laws. Familiarization of court decisions and rulings pertaining to civil rights, detention, arrest, use of force, and search and seizure.

- **Abilities**

The ability to; Lead by example, evaluate and analyze facts, draw correct rational conclusions promptly, understand and carry out instructions, to speak and write effectively and to record information clearly and concisely.

- **Physical Abilities**

Must be able to pass the DPSST F2 Medical Form including all Police Officer Essential Tasks and continually maintain this requirement. The Corporal position requires data entry, driving, public speaking, vision, hearing, standing, walking, bending, stooping, running, heavy lifting and carrying, and safely and effectively using tools of the trade (firearms, Taser, baton, O.C. and physical control, etc). Corporals must possess sufficient physical capability to overcome and restrain a combative or resistive subject.

- **Education and Experience**

Any combination of education and experience equivalent to a High School Diploma or GED which would demonstrate considerable reasoning skill and the ability to meet and deal with the public in an effective and courteous manner. Minimum 3 years law enforcement experience but preference given to those with 5 years of experience or more.

- **Licenses and Certificates**

A valid Oregon Driver's License with an acceptable driving record. Must possess a Basic Police DPSST Certificate - Intermediate Police Certificate or higher preferred.

- **Working Conditions**

May be exposed to hazardous conditions, extreme weather conditions, infectious diseases, air and water borne pathogens, body fluids, combative and assaultive suspects and criminals. Work is performed in office and field environments.

# Jefferson County Sheriff's Office Position Description

## Probationary Requirement

This position is based on the successful completion of a twelve-month probationary period.

Modified on: 01-24-14

  
\_\_\_\_\_  
Deputy Signature

11-6-2023  
Date Signed

  
\_\_\_\_\_  
Supervisor Signature

11-6-2023  
Date Signed



BEFORE THE BOARD OF THE COUNTY COMMISSIONERS  
FOR THE COUNTY OF JEFFERSON

SALARY CHANGE

IN THE MATTER OF SETTING THE  
COMPENSATION OF AN EMPLOYEE

}  
} SALARY ORDER NO. \_\_\_\_\_

Employee Name:  
Mercedes Olivera

Position Title:  
Chief Deputy Clerk

Department: County Clerk

Effective Date: 10/21/23

Reason:  
Passed bilingual Spanish Test. Per CBA pay differential expires 10-24-28 without retest.

DESCRIPTION	CURRENT	REQUEST
Hourly Rate	\$27.42	\$28.58
Monthly Wage	\$4,771.08	\$4,972.92
Grade	19	20
Step	9	9
Salary Matrix/PERS Class	B	B
Benefit Group	SW	SW
Applicable Benefits & Other Terms	No change in salary anniversary date. Moves to step 10 on 9/21/24.	
Employee Signature	<i>Mercedes Olivera</i>	

APPROVED, ADOPTED, AND ORDERED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

ATTEST:

BOARD OF COMMISSIONERS

Department Director: *[Signature]*

Commissioner, Chair: \_\_\_\_\_

Finance Director: *[Signature]*

Commissioner: \_\_\_\_\_

County Administrative Officer: \_\_\_\_\_

Commissioner: \_\_\_\_\_

GL BUDGET LINE ITEM: 101-109-510-1003 SALARY ANNIVERSARY DATE: \_\_\_\_\_

October 2023 Accounts Payable  
Paid October 2023  
Columbia Bank Issued Checks

It is hereby ordered that check number 49183 to 49222 be paid totaling \$693,196.54

FUND	FUND NAME	AMOUNT ISSUED	VOIDED	TOTAL EXPENSE
101	GENERAL FUND	\$23,049.36	(\$239.95)	\$22,809.41
210	EMERGENCY COMMUNICATIONS	\$66,861.09		\$66,861.09
215	MT. JEFFERSON MEMORIAL PARK	\$68.92		\$68.92
218	FAIR	\$985.96		\$985.96
236	SMOKE MANAGEMENT	\$372.71		\$372.71
244	MENTAL HEALTH - A&D	\$155,103.24		\$155,103.24
253	PH - COMMUNITY HEALTH RESERVE	\$420.00		\$420.00
265	JAIL	\$23,548.91		\$23,548.91
508	RV PARK	\$700.00		\$700.00
<b>TOTAL</b>		<b>\$271,110.19</b>	<b>-\$239.95</b>	<b>\$270,870.24</b>

Claims approved and checks dated: 10/27/2023

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



Kate Knop, Finance Director

Kelly Simmelink, Commissioner

Wayne Fording, Commissioner

Mark Wunsch, Commissioner

Order Number

Dated

Report Criteria:

Detail report.  
Invoices with totals above \$0 included.  
Only paid invoices included.  
[Report]. Date Paid = 10/27/2023

Vendor Number	Vendor Name	Invoice Date	Invoice Number	Description	Net Invoice Amount	GL Activity Number	GL Period
2412	BEND MAILING SERVICE	10/23/2023	9100337	Ballot Processing	1,104.28		1023
6447	BESTCARE TREATMENT	10/09/2023	23-25-173137A	MH A/D IGA173137 ALLOT #4 O	155,103.24		1023
3035	BOWERSOX, MARTHA A	10/20/2023	10/20/2023	Court Examination of : M.R. 23CC	420.00		1023
3768	BUTTE ENTERPRISES IN	10/24/2023	WEB009426	service letter opener	118.75		1023
2767	CDR LABOR LAW LLC	08/03/2022	1364	Attorney-Client Privileged Invoice	8,171.50		1023
2147	CENTURYLINK	10/17/2023	503-T32-6504	Current monthly charges	79.50		1023
6238	DAY WIRELESS SYSTEM	10/20/2023	INV797258	SITE-RECURRING Bill Gray Butt	1,196.00		1023
6238	DAY WIRELESS SYSTEM	10/20/2023	INV797277	SITE Recurring Bill Grizzly Butte	156.00		1023
6238	DAY WIRELESS SYSTEM	10/20/2023	INV797569	SITE-RECURRING Bill Sites - Re	1,429.59		1023
1731	DEPARTMENT OF CORR	10/20/2023	AR029285	Jail Meals	15,548.91		1023
3041	DUPONT, TAMARA	10/27/2023	10/2023	Mileage Reimbursment	372.71		1023
1997	FRONTIER REGIONAL 91	10/19/2023	23-1019	Contract Payment - FY 2023-2024	64,000.00		1023
2772	IDENTISYS INCORPORAT	10/17/2023	640760	Datacard Color Ribbon Kit, Datac	742.97		1023
2484	LANE, DOUGLAS	09/18/2023	9/2023	Agency Life Vest- Rapid Respond	239.95	32	1023
194	MID OREGON PERSONN	10/25/2023	20727	Kerr, Timothy 69.5 hrs	3,481.86		1023
1068	OREGON STATE POLICE	10/06/2023	ARZ16606	13 Concealed Handgun License	195.00		1023
142	PACIFIC POWER	10/13/2023	25754331-003	electric	985.96		1023
23	PAPE MACHINERY INC	10/18/2023	14849255	V-belt back order fill for document	46.36		1023
23	PAPE MACHINERY INC	10/18/2023	14856061	Axle, lock nut, hook bolt, screw, a	22.56		1023
2635	SECURUS TECHNOLOGI	10/01/2023	262124	Deferred Law Library	8,000.00		1023
2502	THE MASTER'S TOUCH, L	10/17/2023	87808	Mailing Services for Tax Statemen	3,742.03		1023
2502	THE MASTER'S TOUCH, L	10/16/2023	P87808	Presorted First Class Postage, Ful	5,253.02		1023
81016	TUCKER, KIMBERLEE	10/27/2023	10/2023	RV Park Host	700.00		1023

Grand Totals:

271,110.19

Dated: \_\_\_\_\_

Finance Director:  \_\_\_\_\_

Kelly Simmelink: \_\_\_\_\_

Wayne Fording: \_\_\_\_\_

Mark Wunsch: \_\_\_\_\_

County Administrator: \_\_\_\_\_

Certificate No. 2085

# Certificate of Right to Burial

**Jefferson County**  
430 SW Fairgrounds Road  
Madras OR 97741

Roya Leriche  
1231 NW Golf Course Drive  
Madras OR 97741

This is to certify that Roya Leriche, has paid the sum of \$ 404.00, which payment includes perpetual care and entitles them and their heirs to the exclusive rights and burial in:

**Block Lullaby**

**Lot 0 Grave 231**

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

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

DATED on October 31, 2023

**JEFFERSON COUNTY COMMISSION:**

\_\_\_\_\_  
Commission Chair

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

Before Me: \_\_\_\_\_

Notary Public of Oregon  
County of Jefferson  
My Commission Expires: \_\_\_\_\_

Official Stamp:

Certificate No. 2086

# Certificate of Right to Burial

**Jefferson County**  
430 SW Fairgrounds Road  
Madras OR 97741

Larry Leppin  
410 SE 9th Street  
Madras OR 97741

This is to certify that Larry Leppin, has paid the sum of \$ 642.00, which payment includes perpetual care and entitles them and their heirs to the exclusive rights and burial in:

**Block North Sunrise #2 - 16 Lot B Grave 1**

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

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

DATED on October 31, 2023

**JEFFERSON COUNTY COMMISSION:**

\_\_\_\_\_  
Commission Chair

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

Before Me: \_\_\_\_\_

Notary Public of Oregon  
County of Jefferson  
My Commission Expires: \_\_\_\_\_

Official Stamp:

Certificate No. GB188

# Certificate of Right to Burial

**Jefferson County**  
430 SW Fairgrounds Road  
Madras OR 97741

Tammy Alley  
8691 SW Green Drive  
Culver OR 97734

This is to certify that Tammy Alley, has paid the sum of \$ 642.00, which payment includes perpetual care and entitles them and their heirs to the exclusive rights and burial in:

**Block 6**

**Lot 2 Grave 2**

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

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

DATED on October 31, 2023

**JEFFERSON COUNTY COMMISSION:**

\_\_\_\_\_  
Commission Chair

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

Before Me: \_\_\_\_\_

Notary Public of Oregon  
County of Jefferson  
My Commission Expires: \_\_\_\_\_

Official Stamp:

Certificate No. GB189

# Certificate of Right to Burial

**Jefferson County**  
430 SW Fairgrounds Road  
Madras OR 97741

Tammy Alley  
8691 SW Green Drive  
Culver OR 97734

This is to certify that Tammy Alley, has paid the sum of \$ 642.00, which payment includes perpetual care and entitles them and their heirs to the exclusive rights and burial in:

**Block 6 Lot 2 Grave 1**

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

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

DATED on October 31, 2023

**JEFFERSON COUNTY COMMISSION:**

\_\_\_\_\_  
Commission Chair

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

Before Me: \_\_\_\_\_

Notary Public of Oregon  
County of Jefferson  
My Commission Expires: \_\_\_\_\_

Official Stamp:

# ACTION MINUTES

## JEFFERSON COUNTY BOARD OF COMMISSIONERS MEETING November 1, 2023

- 1) Administrative Session (8:15)
  - 1.1 Adult Community Corrections & Juvenile Community Justice Semi-Annual Updates.
- 2) Call to Order/Pledge of Allegiance/Invocation
- 3) Presentations/Awards
- 4) Changes to the Agenda (Consideration of Submission of Late Items)
- 5) 9:00 A.M. - Citizen Comments

Kim Schmith and Christine Gipe provided comments regarding Operation Rudolph.

**Wayne Fording made a motion to approve up to \$2,500.00 matching funds for Operation Rudolph from Fund 253. Seconded by Mark Wunsch. The motion CARRIED. (Ayes - Kelly Simmelink, Wayne Fording, Mark Wunsch; Nays None)**

- 6) Consent Agenda
  - 6.1 October 2023 Accounts Payable Paid October 2023 in the amount of \$693,196.54 - signed by Commission.
  - 6.2 Certificate of Right to Burial, Certificate No. 2084 - signed by Commission.
  - 6.3 Action Minutes for October 25, 2023 - signed by Commission.

**Mark Wunsch made a motion to approve the Consent Agenda, Items 6.1 through 6.3. Seconded by Wayne Fording. The motion CARRIED. (Ayes - Kelly Simmelink, Wayne Fording, Mark Wunsch; Nays None)**
- 7) Scheduled Appointments, Action Items, and Public Hearings
  - 7.1 9:45 a.m. - Executive Session, ORS 192.660(2)(d) - Labor Negotiator Consultations.

*Executive Session began at 10:30 a.m. and ended at 11:20 a.m.*



**Wayne Fording made a motion to approve directing County Administrative Officer to engage with the 4 collective bargaining groups to offer a wage increase in excess of the established COLAs due on July 1, 2024 to assist in retention and recruitment of employees as directed in executive session; And, further move that the Finance Department begin the process to implement a 2.0% wage increase, including any necessary budget amendments for the Non-Represented employees and County Elected Officials effective 12/21/2023; and, that the Finance Department, Budget Officer, and County Administrative Officer begin building the 2024-25 fiscal year budget with an additional 2.0% wage increase effective 06/21/2024, for a total wage increase of 4%. Seconded by Mark Wunsch. The motion CARRIED. (Ayes - Kelly Simmelink, Wayne Fording, Mark Wunsch; Nays None)**

7.2 2:00 p.m. - CREA Renewables Presentation.

7.3 2:00 p.m. - Human Resources Options.

8) Action Items

8.1 Salary Change Order for Shawna Mobley - signed by Commission.

**Mark Wunsch made a motion to approve to the Salary Change Order for Shawna Mobley. Seconded by Wayne Fording. The motion CARRIED. (Ayes - Kelly Simmelink, Wayne Fording, Mark Wunsch; Nays None)**

8.2 Amendment #3 to Oregon Health Authority 2023-2025 Intergovernmental Agreement for the Financing of Public Health Services - signed by Commission Chair.

**Wayne Fording made a motion to approve the Amendment #3 to Oregon Health Authority 2023-2025 Intergovernmental Agreement for the Financing of Public Health Services. Seconded by Mark Wunsch. The motion CARRIED. (Ayes - Kelly Simmelink, Wayne Fording, Mark Wunsch; Nays None)**

8.3 RHCare Infrastructure Agreement, Notice of Award - signed by Commission Chair.

**Wayne Fording made a motion to approve the RHCare Infrastructure Agreement, Notice of Award. Seconded by Mark Wunsch. The motion CARRIED. (Ayes - Kelly Simmelink, Wayne Fording, Mark Wunsch; Nays None)**

8.4 Central Oregon Health Council, Overdose Prevention Outreach in Jefferson County Award - signed by Commission Chair.

**Mark Wunsch made a motion to approve the Central Oregon Health Council, Overdose Prevention Outreach in Jefferson County Award. Seconded by Wayne**

**Fording. The motion CARRIED. (Ayes - Kelly Simmelink, Wayne Fording, Mark Wunsch; Nays None)**

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

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

10.1 Request for 90-day Waiver for Fairgrounds Complex Manager.

**Wayne Fording made a motion to approve the Request for 90-day Waiver for Fairgrounds Complex Manager. Seconded by Mark Wunsch. The motion CARRIED. (Ayes - Kelly Simmelink, Wayne Fording, Mark Wunsch; Nays None)**

10.2 Solar Project Fees.

10.3 City/County Fee Waiver Request.

**Wayne Fording made a motion to approve the City/County Fee Waiver Request. Seconded by Mark Wunsch. The motion CARRIED. (Ayes - Kelly Simmelink, Wayne Fording, Mark Wunsch; Nays None)**

10.4 Wide Area Mower Repairs.

**Wayne Fording made a motion to approve up to \$7,500.00 for the WAM from Fund 508. Seconded by Mark Wunsch. The motion CARRIED. (Ayes - Kelly Simmelink, Wayne Fording, Mark Wunsch; Nays None)**

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

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

13) Commission Discussion Items

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

13.2 Requested Modification of Buyback Deed Option on South Y/Grasslands Building.

14) Announcements/Notification of additional Commission Meetings

15) Executive Session

15.1 9:45 a.m. - Executive Session, ORS 192.660(2)(d) - Labor Negotiator Consultations.

*See Item 7.1.*

16) Adjourn

**Meeting adjourned at 4:46 p.m.**

\_\_\_\_\_  
Kelly Simmelink, Commission Chair

\_\_\_\_\_  
Wayne Fording, Commissioner

\_\_\_\_\_  
Mark Wunsch, Commissioner

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Date Signed

## Oregon Parks and Recreation Department Local Government Grant Program Agreement

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THIS AGREEMENT ("Agreement") is made and entered into by and between the State of Oregon, acting by and through its **Oregon Parks and Recreation Department**, hereinafter referred to as "OPRD" or the "State" and **Jefferson County**, hereinafter referred to as the "Grantee".

**OPRD Grant Number:** LG23-044  
**Project Title:** Jefferson County Park Planning  
**Project Type (purpose):** Planning  
**Project Description:** The Project will create a parks master plan for improvements to existing parks and potential new locations within Jefferson County, Oregon. The Project is further detailed in the Project Budget included as Attachment A.

<b>Grant Funds /</b>		
<b>Maximum Reimbursement:</b>	<b>\$40,000</b>	<b>(80%)</b>
<b>Grantee Match Participation:</b>	<b><u>\$10,000</u></b>	<b>(20%)</b>
<b>Total Project Cost:</b>	<b>\$50,000</b>	

**Grant Payments / Reimbursements:** Grant funds are awarded by the State and paid on a reimbursement basis, and only for the Project described in this Agreement, and the Project Description and Budget included as Attachment A. To request reimbursement, Grantee shall use OPRD's online grant management system accessible at [oprdgrants.org](http://oprdgrants.org). The request for reimbursement shall include documentation of all project expenses plus documentation confirming project invoices have been paid. Grantee may request reimbursement as often as quarterly for costs accrued to date.

**Fiscal Year-End Request for Reimbursement:** Grantee must submit a Progress Report and a Reimbursement Request to OPRD for all Project expenses, if any, accrued up to **June 30**, of each fiscal year. The Fiscal Year-End Reimbursement Request must be submitted to OPRD by **July 31**.

**Reimbursement Terms:** Based on the estimated Project Cost of **\$50,000**, and the Grantee's Match participation rate of **20%**, **the reimbursement rate will be 80%**. Upon successful completion of the Project and receipt of the final reimbursement request, the State will pay Grantee the remaining Grant Funds balance, or **80%** of the total cost of the Project, whichever is less.

**Matching Funds:** The Grantee shall contribute matching funds or the equivalent in labor, materials, or services, which are shown as eligible match in the rules, policies and guidelines for the Local Government Grant Program. Volunteer labor used as a match requires a log with the name of volunteer, dates volunteered, hours worked, work location and the rate used for match, to be eligible.

**Progress Reports:** Grantee shall submit Progress Reports with each Reimbursement Request or, at a minimum, at **three month intervals**, starting from the effective date of the Agreement. Progress Reports shall be submitted using OPRD's online grant management system accessible at [oprdgrants.org](http://oprdgrants.org).

**Agreement Period:** The effective date of this Agreement is the date on which it is fully executed by both parties. Unless otherwise terminated or extended, the Project shall be completed by **December 31, 2025**. If the Project is completed before the designated completion date, this Agreement shall expire on the date final reimbursement payment is made by OPRD to Grantee.

**Retention:** OPRD shall disburse up to 90 percent of the Grant Funds to Grantee on a cost reimbursement basis upon approval of invoices submitted to OPRD. OPRD will disburse the final 10 percent of the Grant Funds upon approval by OPRD of the completed Project, the Final Progress Report and the submission of five to ten digital pictures of the completed project site.

**Final Request for Reimbursement:** Grantee must submit a Final Progress Report, a Final Reimbursement Request and five to ten digital pictures of the completed project site to OPRD within 45 days of the Project Completion Date.

**Project Sign:** When project is completed, Grantee shall post an acknowledgement sign of their own design, or one supplied by the State, in a conspicuous location at the project site, consistent with the Grantee's requirements, acknowledging grant funding and the State's participation in the Project.

**Agreement Documents:** Included as part of this Agreement are:

- Attachment A: Project Description and Budget
- Attachment B: Standard Terms and Conditions
- Attachment C: Inadvertent Discovery Plan

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

**Contact Information:** A change in the contact information for either party is effective upon providing notice to the other party:

Grantee Administrator  
 Tony Anderson  
 Jefferson County  
 430 SW Fairgrounds Rd  
 Madras, OR 97741  
 541-475-6288  
 aanderson@jeffco.net

Grantee Billing Contact  
 Kate Knop  
 Jefferson County  
 66 SE D Street  
 Madras, OR 97741  
 541-475-4458  
 kknop@jeffco.net

OPRD Contact  
 Mark Cowan, Coordinator  
 Oregon Parks & Rec. Dept.  
 725 Summer ST NE STE C  
 Salem, OR 97301  
 503-951-1317  
 mark.cowan@oregon.gov

**Signatures:** In witness thereof, the parties hereto have caused this Agreement to be properly executed by their authorized representatives as of the last date hereinafter written.

**GRANTEE**

**STATE OF OREGON  
Acting By and Through Its  
OREGON PARKS AND RECREATION DEPT.**

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

By: \_\_\_\_\_  
Daniel Killam, Deputy Director of Administration

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**Approval Recommended:**

By: \_\_\_\_\_  
Michele Scalise, Grants Section Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Mark Cowan, Grant Program Coordinator

\_\_\_\_\_  
Date

### Attachment A: Project Description and Project Budget

**OPRD Grant Number:** LG23-044  
**Project Title:** Jefferson County Park Planning  
**Grantee Agency:** Jefferson County

**Project Description:**

The Project will create a parks master plan for improvements to existing parks and potential new locations within Jefferson County, Oregon .

**Project Budget**

Planning Project	\$ 50,000
<b>Total Project Cost</b>	<b>\$ 50,000</b>

**Match Funding**

County Budget	\$ 10,000
<b>Total Match from Grantee</b>	<b>\$ 10,000</b>

**Summary**

Total Project Cost	\$ 50,000
Total Match from Grantee	\$ 10,000
<b>Grant Funds Requested</b>	<b>\$ 40,000</b>

## Attachment B – Standard Terms and Conditions

### Oregon Parks and Recreation Department Local Government Grant Program Agreement

1. **Compliance with Law:** Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to implementation of the Project, including without limitation, OAR chapter 736, Division 6 (the Local Government Grant Program administrative rules).
2. **Compliance with Workers Compensation Laws:** All employers, including Grantee, that employ subject workers who provide services in the State of Oregon shall comply with ORS.656.017 and provide the required Worker's Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included.
3. **Amendments:** This Agreement may be amended only by a written amendment to the Agreement, executed by the parties.
4. **Expenditure Records:** Grantee shall document, maintain and submit records to OPRD for all Project expenses in accordance with generally accepted accounting principles, and in sufficient detail to permit OPRD to verify how Grant Funds were expended. These records shall be retained by the Grantee for at least six years after the Agreement terminates. The Grantee agrees to allow Oregon Secretary of State auditors and State agency staff access to all records related to this Agreement for audit and inspection and monitoring of services. Such access will be during normal business hours, or by appointment. Grantee shall ensure that each of its subgrantees and subcontractors complies with these requirements.
5. **Equipment:** Equipment purchased with Local Government Grant Program funds must be used as described in the Project Agreement and Application throughout the equipment's useful life. The Grantee will notify the State prior to the disposal of equipment and will coordinate with the State on the disposal to maximize the equipment's ongoing use for the benefit of the Local Government Grant Program.
6. **Use of Project Property:** Grantee warrants that the land within the Project boundary described in the grant Application shall be dedicated and used for a period of no less than 25 years from the completion of the Project. Grantee agrees to not change the use of, sell, or otherwise dispose of the land within the Project boundary, except upon written approval by OPRD. If the Project is located on land leased from the federal government, the lease shall run for a period of at least 25 years after the date the Project is completed. If the Project is located on land leased from a private or public entity, other than the federal government, the lease shall run for a period of at least 25 years after the date the Project is completed, unless the lessor under the lease agrees that, in the event the lease is terminated for any reason, the land shall continue to be dedicated and used as described in the Project Application for a period of at least 25 years after the date the Project is completed. Land acquired using Local Government Grant funds shall be dedicated, by an instrument recorded in the county records, for recreational use in perpetuity, unless OPRD or a successor agency consents to removal of the dedication.
7. **Conversion of Property:** Grantee further warrants that if the Grantee converts lands within the Project boundary to a use other than as described in the grant application or disposes of such land by sale or any other means ("Converted Land"), the Grantee must provide replacement land acceptable to OPRD within 24 months of the date of the conversion or disposal or, if the conversion

or disposal is not discovered by OPRD until a later date, within 24 months after the discovery of the conversion or disposal.

If replacement land cannot be obtained within the 24 month period, the Grantee will provide payment of the grant program's prorated share of the current fair market value of the Converted Land to the State. The prorated share is measured by that percentage of the original grant (plus any amendments) as compared to the original Project cost(s). The replacement land must be equal to the current fair market value of the Converted Land, as determined by an appraisal. The recreation utility of the replacement land must also be equal to that of the Converted Land.

If conversion occurs through processes outside of the Grantee's control such as condemnation or road replacement or realignment, the Grantee must pay to the State a prorated share of the consideration paid to the Grantee by the entity that caused the conversion. The State's prorated share is measured by the percentage of the original grant (plus any amendments) as compared to the original Project cost(s).

The warranties set forth in Section 6 and this Section 7 of this Agreement are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. **Contribution:** 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.

With respect to a Third Party Claim for which the State is jointly liable with the Grantee (or would be if joined in the Third Party Claim), the State 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 Grantee in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Grantee 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 State on the one hand and of the Grantee 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 State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the Grantee is jointly liable with the State (or would be if joined in the Third Party Claim), the Grantee 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 State in such proportion as is appropriate to reflect the relative fault of the Grantee on the one hand and of the State 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 Grantee on the one hand and of the State 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 Grantee'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.



Grantee shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, 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 Grantee'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 negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

9. **Inspection of Equipment and Project Property:** Grantee shall permit authorized representatives of the State, the Oregon Secretary of State, or their designees to perform site reviews of the Project, and to inspect all Equipment, real property, facilities, and other property purchased by Grantee as part of the Project.
10. **Public Access:** The Grantee shall allow open and unencumbered public access to the completed Project to all persons without regard to race, color, religious or political beliefs, sex, national origin or place of primary residence.
11. **Condition for Disbursement:** Disbursement of grant funds by OPRD is contingent upon OPRD having received sufficient funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow OPRD, in the exercise of its reasonable administrative discretion, to make the disbursement and upon Grantee's compliance with the terms of this Agreement.
12. **No Third Party Beneficiaries.** OPRD and Grantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as intended beneficiary of the terms of this Agreement.
13. **Repayment:** In the event that the Grantee spends Grant Funds in any way prohibited by state or federal law, or for any purpose other than the completion of the Project, the Grantee shall reimburse the State for all such unlawfully or improperly expended funds. Such payment shall be made within 15 days of demand by the State.
14. **Termination:** This Agreement may be terminated by mutual consent of both parties, or by either party upon a 30-day notice in writing, delivered by certified mail or in person to the other party's contact identified in the Agreement. On termination of this Agreement, all accounts and payments will be processed according to the financial arrangements set forth herein for Project costs incurred prior to date of termination. Full credit shall be allowed for reimbursable expenses and the non-cancelable obligations properly incurred up to the effective date of the termination.
15. **Governing Law:** The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. 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.

16. **Entire Agreement:** This Agreement constitutes the entire Agreement between the parties. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, Agreements, or representations, oral or written, not specified herein regarding this Agreement. The Grantee, by signature of its authorized representative on the Agreement, acknowledges that the Grantee has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
17. **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, facsimile, email, or mailing the same, postage prepaid, to Grantee contact or State contact at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may hereinafter indicate. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received, or five days after mailing.
18. **Counterparts:** This agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.
19. **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.



## Request for Reimbursement Guide

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All **Progress Reports** and **Reimbursement Requests** must be submitted using OPRD's online grant application and management system. An account with [OPRDgrants.org](http://OPRDgrants.org) is required for access.

For detailed instruction on how to submit Progress Reports and Reimbursement Requests, see the ***Grant Reporting and Reimbursement Instructions*** at:

- > [oprgrants.org](http://oprgrants.org)
- > Grant Programs
- > Local Government
- > Management & Reporting Requirements
- > ***Grant Reporting and Reimbursement Instructions***

All files for projects benefiting from Oregon Parks and Recreation Department administered grant funds must be able to pass a State audit. When preparing to submit a Request for Reimbursement, plan on submitting the following documentation:

- Progress Report**
- Project Bills / Invoices**
- Bill Payment Confirmation** – Please submit documentation confirming that all project bills/invoices have indeed been paid. The best way to document this is with some type of **Accounts Paid Report** or **Check Ledger Report** for the project that lists **Payments, Payee, Payment Date** and **Check Number**. (This is different from an Accounts Payable Report which would only list payments pending.) If an Accounts Paid Report is not available, please submit copies of canceled payment checks (with account numbers blocked out).

Once the project is completed . . .

- Project Pictures** – Please plan to submit 5-10 digital pictures of the completed project site and specific project elements, for the project file. Digital pictures can be attached to any Progress Report or Request for Reimbursement. For **Planning Projects**, rather than pictures, please submit a digital copy of the final **Planning Document**.

- Acknowledgement Sign** - Is there any type of signage on site acknowledging OPRD grant support for the project? If not, we will send you one.

If you have questions, please contact:

Mark Cowan  
 Grant Program Coordinator  
[mark.cowan@opr.oregon.gov](mailto:mark.cowan@opr.oregon.gov)  
 503-951-1317  
<https://www.oregon.gov/opr>

**SCP-23-15 GRANT AGREEMENT**  
**CRIMINAL JUSTICE COMMISSION**  
**SPECIALTY COURT GRANT PROGRAM**

**Agreement Number:** SCP-23-15

This grant agreement (“Agreement”), dated as of the date the Agreement is fully executed, is between the State of Oregon, acting through its Oregon Criminal Justice Commission (“CJC” or “State”), and **Jefferson County** (“Recipient”). This Agreement becomes effective only when fully signed and approved as required by applicable law (“Effective Date”). Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire **March 31, 2026**.

This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

**Exhibit A:** Contact Information, Project Description and Reporting Requirements

**Exhibit B:** Subagreement Insurance Requirements

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

**SECTION 1: KEY GRANT TERMS**

The following capitalized terms have the meanings assigned below.

**Grant Amount:** \$188,516

**Completion Deadline:** December 31, 2025

**SECTION 2: FINANCIAL ASSISTANCE**

CJC shall provide Recipient, and Recipient shall accept from CJC, a grant (the “Grant”) in an aggregate amount not to exceed the Grant Amount.

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

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

**SECTION 3: DISBURSEMENT**

A. Disbursement. Upon execution of this Agreement and satisfaction of all conditions precedent, CJC shall disburse Grant funds to Recipient in four equal installments of \$47,129 each beginning on September 5, 2023, occurring every six months thereafter, and ending on March 5, 2025.

B. Conditions to Disbursements. CJC has no obligation to disburse Grant funds unless:

- (1) CJC has sufficient funds currently available for this Agreement; and

(2) CJC has received appropriations, limitations, allotments or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to make payment. Notwithstanding any other provision of this Agreement, CJC's determination not to disburse funds due to lack of appropriations, allotments, or expenditure authority will not constitute an Event of Default.

#### SECTION 4: USE OF GRANT

As more particularly described in Exhibit A, Recipient will use the Grant to fund the **Jefferson County Adult Drug Court** (the "Project"). Recipient may only use Grant funds to cover reasonable and necessary Project costs incurred by Recipient during the period beginning July 1, 2023, and ending on the Completion Deadline, and that are allocable thereto and that are not excluded by CJC as set forth in the *Grant Administration Guide* published by CJC ("Eligible Costs"). Recipient must expend the entire Grant Amount on Eligible Costs. Such expenditure must occur no later than the Completion Deadline.

#### SECTION 5: REPRESENTATIONS AND WARRANTIES OF RECIPIENT

Recipient represents and warrants to CJC as follows:

A. Organization and Authority.

- (1) Recipient is validly organized and existing under the laws of the State of Oregon.
- (2) Recipient has all necessary right, power and authority under its organizational documents and applicable Oregon law to execute and deliver this Agreement and incur and perform its obligations under this Agreement.
- (3) This Agreement has been authorized by an ordinance, order or resolution of Recipient's governing body if required by its organizational documents or applicable law.
- (4) This Agreement has been duly executed by Recipient, and when executed by CJC, is legal, valid and binding, and enforceable in accordance with this Agreement's terms.

B. Full Disclosure. Recipient has disclosed in writing to CJC all facts that materially adversely affect the Grant, or the ability of Recipient to perform all obligations required by this Agreement. Recipient has made no false statements of fact, nor omitted information necessary to prevent any statements from being misleading. The information contained in this Agreement, including Exhibit A, is true and accurate in all respects.

C. Pending Litigation. Recipient has disclosed in writing to CJC all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Grant or the ability of Recipient to perform all obligations required by this Agreement.

<b>SECTION 6: COVENANTS OF RECIPIENT</b>
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Recipient covenants as follows:

- A. **Notice of Adverse Change**. Recipient shall promptly notify CJC of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient related to the ability of Recipient to perform all obligations required by this Agreement.
- B. **Compliance with Laws**.
- (1) Recipient will comply with the requirements of all applicable federal, state and local laws, rules, regulations, and orders of any governmental authority, except to the extent an order of a governmental authority is contested in good faith and by proper proceedings.
  - (2) Recipient is responsible for all federal or state tax laws applicable to its implementation of the Project and its use of the Grant or compensation or payments paid with the Grant.
- C. **Worker's Compensation Insurance**. All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subgrantees and subrecipients complies with these requirements.
- D. **Return of Unexpended Grant Funds**. Recipient must return to CJC any Grant funds not expended by the Completion Deadline.
- E. **Financial Records**. Recipient will cooperate with CJC to provide all necessary financial information and records to comply with reporting required in Exhibit A. Recipient will keep proper books of account and records on all activities associated with the Grant, including, but not limited to, invoices, cancelled checks, payroll records, instruments, agreements and other supporting financial records documenting the use of the Grant. Recipient will maintain these books of account and records in accordance with generally accepted accounting principles. Recipient will retain these books of account and records until six years after the Completion Deadline or the date that all disputes, if any, arising under this Agreement have been resolved, whichever is later.
- F. **Inspection**. Recipient shall permit CJC, and any party designated by CJC, the Oregon Secretary of State's Office, and their duly authorized representatives, at any reasonable time, to inspect and make copies of any accounts, books and records related to the administration of this Agreement. Recipient shall supply any Agreement-related information as CJC may reasonably require, with the exception of materials protected by attorney-client privilege or the attorney work product doctrine. Further, Recipient shall neither supply, nor permit inspection of, (1) any information protected by HIPAA, ORS 192.553, or related regulations or rules, or (2) the personnel files of Recipient's employees, absent appropriate confidentiality protections, including exemption from disclosure under the Public Records Law, ORS ch. 192.
- G. **Notice of Event of Default**. Recipient shall give CJC prompt written notice of any Event of Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of Default, as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.
- H. **Recipient Subagreements and Procurements**.

- (1) **Subagreements.** Recipient may enter into agreements with subgrantees and subrecipients (“Subagreements”) for implementation of portions of the Project. Recipient shall notify CJC of each Subagreement and provide CJC with a copy of a Subagreement upon request by CJC. Any material breach of a term or condition of a Subagreement relating to Grant Funds provided under this Agreement must be reported by Recipient to CJC within ten (10) days of its discovery.
- (2) **Subagreement indemnity: insurance.**

***Each Recipient Subagreement shall require each other party to such Subagreement, that is not a unit of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111, to indemnify, defend, save and hold harmless the CJC and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys’ fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to the Subagreement or any of such party’s officers, agents, employees or contractors (“Claims”). It is the specific intention of the Parties that CJC shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the CJC, be indemnified by the other party to the Subagreement from and against any and all Claims.***

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

Recipient shall require each other party to each of its Subagreements, that is not a unit of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111, to obtain and maintain insurance of the types and in the amounts provided in Exhibit B to this Agreement.

- (3) **Procurements.**
- i. Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code and rules.
  - ii. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. Justification must be provided to CJC for any non-competitive or sole-source procurement. Justification should include a description of the equipment, materials or services procured, an explanation of why it was necessary to procure noncompetitively, time constraints and any other pertinent

information. All sole source procurements in excess of \$100,000 must receive prior written approval from CJC in addition to any other approvals required by law applicable to Recipient. Intergovernmental agreements between units of government are excluded from this requirement to obtain CJC approval of sole source procurements.

- iii. Recipient shall be alert to organizational conflicts of interest or non-competitive practices among vendors that may restrict or eliminate competition or otherwise restrain trade. A vendor that develops or drafts specifications, requirements, statements of work, or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award in such procurement. A request for a waiver of this restriction must be submitted to and approved by CJC in advance and in writing.

## SECTION 7: DEFAULT

A. **Recipient Default.** Any of the following constitutes an “Event of Default” of Recipient:

- (1) **Misleading Statement.** Any materially false or misleading representation is made by Recipient or a person authorized to speak on its behalf, in this Agreement or in any document provided by Recipient related to this Grant.
- (2) **Failure to Perform.** Recipient fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement, other than those referred to in subsection A of this section, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by CJC. CJC may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action. Acts or omissions of subgrantees shall not constitute an Event of Default unless ratified or knowingly induced by Recipient.

B. **CJC Default.** CJC will be in default under this Agreement if it fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement.

## SECTION 8: REMEDIES

A. **CJC Remedies.** Upon the occurrence of an Event of Default, CJC may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of CJC’s obligations to make the Grant or further disbursements, return of all or a portion of the Grant Amount, payment of interest earned on the Grant Amount, and declaration of ineligibility for the receipt of future awards from CJC. If, because of an Event of Default, CJC demands return of all or a portion of the Grant Amount or payment of interest earned on the Grant Amount, Recipient shall pay the amount upon CJC’s demand.

CJC may also recover all or a portion of any amount due from Recipient by deducting that amount from any payment due to Recipient from the State of Oregon under any other contract or agreement, present or future, unless prohibited by state or federal law.

CJC reserves the right to turn over any unpaid debt under this Section 8 to the Oregon Department of Revenue or a collection agency and may publicly report any delinquency or default. These remedies are cumulative and not exclusive of any other remedies provided by law.



- B. Recipient Remedies. In the event of default by CJC, Recipient's sole remedy will be for disbursement of Grant funds for Eligible Costs of the Project, not to exceed the total Grant Amount, less any claims CJC has against Recipient.

## SECTION 9: TERMINATION

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

- A. If CJC anticipates a shortfall in applicable revenues or CJC fails to receive sufficient funding, appropriations or other expenditure authorizations to allow CJC, in its reasonable discretion, to continue making payments under this Agreement.
- B. There is a change in federal or state laws, rules, regulations or guidelines so that the uses of the Grant are no longer eligible for funding.

This Agreement may be terminated at any time by mutual written consent of the parties.

## SECTION 10: MISCELLANEOUS

### A. Contribution.

- (1) 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 CJC or Recipient relating to this Agreement or the Project and with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's contribution obligation with respect to the Third Party Claim.
- (2) With respect to a Third Party Claim for which CJC is jointly liable with Recipient (or would be if joined in the Third Party Claim), CJC shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of the CJC on the one hand and of Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of CJC on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. CJC's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if CJC had sole liability in the proceeding.
- (3) With respect to a Third Party Claim for which Recipient is jointly liable with CJC (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and

reasonably incurred and paid or payable by CJC in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of CJC on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of CJC on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

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

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

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

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

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

- E. **Amendments.** This Agreement may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties.
- F. **Severability.** If any provision of this Agreement will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision.
- G. **Successors and Assigns.** This Agreement will be binding upon and inure to the benefit of CJC, Recipient, and their respective successors and assigns, except that Recipient may not assign or transfer its rights, obligations or any interest without the prior written consent of CJC.
- H. **Counterparts.** This Agreement may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.
- I. **Integration.** This Agreement (including all exhibits, schedules or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Agreement.
- J. **No Third-Party Beneficiaries.** CJC and Recipient are the only parties to this Agreement and are the only parties entitled to enforce the terms of this Agreement. Nothing in this Agreement gives or provides, or is intended to give or provide, to third persons any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. Notwithstanding the foregoing, CJC acknowledges, agrees, and intends that Recipient will expend the Grant consistent with the Project.
- K. **Survival.** The following provisions, including this one, survive expiration or termination of this Agreement: Sections 6.D through 6.F, 7, 8, 10.A, 10.C, 10.D, and 10.M.
- L. **Time is of the Essence.** The parties agree that time is of the essence under this Agreement.
- M. **Public Records.** CJC's obligations under this Agreement are subject to the Oregon Public Records Laws.

***The signatures of the parties follow on the next page.***

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



**STATE OF OREGON**  
acting by and through its  
Criminal Justice Commission

**JEFFERSON COUNTY**

By: \_\_\_\_\_  
Ken Sanchagrin, Executive Director

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

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

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

Approved as to Legal Sufficiency in accordance with ORS 291.047:

*Approved by email dated 8/11/23*  
\_\_\_\_\_  
Samuel B. Zeigler, Senior Assistant Attorney General

**EXHIBIT A:  
CONTACT INFORMATION, PROJECT DESCRIPTION AND REPORTING REQUIREMENTS**

**Contact Information:**

**CJC**

State of Oregon, acting by and through its  
Criminal Justice Commission

**Recipient**

Jefferson County

129 Southwest E Street  
Madras, OR 97741

**Grant Administrator:** Adaline Padlina

**Contact:** Steven Leriche

**Telephone:** 971-301-1042

**Telephone:** (541) 475-4452

**Email:** adaline.l.padlina@cjc.oregon.gov

**Email:** sleriche@jcda.us

**Project Description:**

Specialty courts operate under a model that provides an alternative to incarceration through court-directed supervision and mandated treatment for individuals with substance use or mental health issues underlying their involvement in the criminal legal system.

Oregon's specialty courts strive to adhere to consistent practices as described through the Oregon Specialty Court Standards.

The goals of CJC's Specialty Court Grant Program include:

- Increasing individual's likelihood of successful rehabilitation through early, continuous, and judicially supervised treatment, mandatory random drug testing, and community supervision;
- Reducing substance use and recidivism among specialty court participants; and
- Embedding equity throughout specialty court processes.

Recipient shall use Grant funds to support the operations of the **Jefferson County Adult Drug Court**, its adherence to the Oregon Specialty Court Standards, and its efforts toward the goals stated above.

**Project Period:**

**Start Date:** July 1, 2023

**End Date:** December 31, 2025

## **Reporting Requirements:**

### Schedule

Recipient must submit to CJC quarterly progress reports, beginning October 25, 2023, until the earlier of thirty (30) days after Grant funds are fully expended or thirty (30) days after the Completion Date.

Additionally, Recipient must submit to CJC semi-annual reports on January 25 and July 25 of each year of the Project Period.

Recipient must receive prior approval from CJC to submit a progress report after its due date.

### Report Contents

Progress reports must be submitted through OJD's Specialty Court Case Management System (SCMS) and CJC's grant administration system, respectively, and contain all of the requested data.

1. SCMS CJC State Report (<https://scms.oregon.gov>)
  - a. All participant related tracking information in SCMS for the prior calendar quarter.
  
2. CJC Quarterly Report (<https://cjc-grants.smapply.io>)
  - a. Grant Funds spent during the prior calendar quarter, with brief description; and
  - b. Any quarterly information on the Project as CJC may reasonably request.
  
3. CJC Semi-Annual Report (<https://cjc-grants.smapply.io>)
  - a. In a narrative fashion, Recipient's progress in meeting the Project's objectives during the six-month period preceding the report date, and remedial actions necessary if those objectives have not been met in any respect.

<p><b>EXHIBIT B:</b> <b>SUBAGREEMENT INSURANCE REQUIREMENTS</b></p>
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Recipient shall require each of its first-tier contractors that are not units of local government as defined in ORS 190.003 (each a "Contractor") to obtain, at the Contractor's expense, the insurance specified in this Exhibit B before performing under this Agreement and to maintain it in full force and at the Contractor's own expense throughout the duration of this Agreement, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Contractors 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 CJC. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Contractors shall pay for all deductibles, self-insured retention and self-insurance, if any. Recipient shall require and ensure that each of its Contractors complies with these requirements and maintains insurance policies with responsible insurers, insuring against liability, in the coverages and amounts identified below.

**WORKERS' COMPENSATION & EMPLOYERS' LIABILITY:**

All employers, including Contractors, that employ subject workers, as defined in ORS 656.027, shall 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). Recipient shall require and ensure that each of its Contractors complies with these requirements. If a Contractor is a subject employer, as defined in ORS 656.023, the Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If the Contractor is an employer subject to any other state's workers' compensation law, Contractor 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, each Contractor 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:**

**Required**     **Not required**

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Agreement, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

**AUTOMOBILE LIABILITY INSURANCE:**

Required  Not required

Automobile Liability Insurance covering each Contractor'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.

**EXCESS/UMBRELLA INSURANCE:**

Umbrella insurance coverage in the sum of \$2,000,000 shall be provided and will apply over all liability policies, without exception, including but not limited to Commercial General Liability, Automobile Liability, and Employers' Liability coverage. The amounts of insurance for the insurance required under this Agreement, including this Excess/Umbrella insurance requirement, may be met by the Contractor obtaining coverage for the limits specified under each type of required insurance or by any combination of underlying, excess and umbrella limits so long as the total amount of insurance is not less than the limits specified for each type of required insurance added to the limit for this excess/umbrella insurance requirement.

**ADDITIONAL INSURED:**

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Agreement must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to a Contractor's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

**WAIVER OF SUBROGATION:**

Each Contractor shall waive rights of subrogation which the Contractor or any insurer of the Contractor may acquire against the CJC or State of Oregon by virtue of the payment of any loss. Each Contractor will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the CJC has received a waiver of subrogation endorsement from the Contractor or the Contractor'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 the Contractor 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 this Agreement, for a minimum of 24 months following the later of:



- (i) The Contractor's completion and CJC's acceptance of all Services required under the Agreement, or
- (i) CJC or Recipient termination of this Agreement, or
- (ii) The expiration of all warranty periods provided under this Agreement.

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

Upon request, each Contractor shall provide to CJC Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Agreement. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Agreement. 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. As proof of insurance CJC has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Agreement.

**NOTICE OF CHANGE OR CANCELLATION:**

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

**INSURANCE REQUIREMENT REVIEW:**

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

**STATE ACCEPTANCE:**

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

BEFORE THE BOARD OF THE COUNTY COMMISSIONERS  
FOR THE COUNTY OF JEFFERSON  
SALARY CHANGE

IN THE MATTER OF SETTING THE  
COMPENSATION OF AN EMPLOYEE

}  
} SALARY ORDER NO. \_\_\_\_\_

Employee Name:

Position Title:

Kelsey Parsons

Adult Parole and Probation Officer I

Department: Community Corrections

Effective Date: 10/21/2023

Reason:

Keep current salary add \$100 Hearing's Officer Pay

DESCRIPTION	CURRENT	REQUEST
Hourly Rate	\$30.83	\$30.83
Monthly Wage	\$5,364.99	\$5,364.99 + \$100 hearing officer pay
Grade	POI	PO1
Step	E	E
Salary Matrix/PERS Class		
Benefit Group		
Applicable Benefits & Other Terms		
Employee Signature	<u>Kelsey Parsons</u>	

APPROVED, ADOPTED, AND ORDERED this \_\_\_\_\_ day of \_\_\_\_\_,

ATTEST:

BOARD OF COMMISSIONERS

Department Director: [Signature]

Commissioner, Chair: \_\_\_\_\_

Finance Director: [Signature]

Commissioner: \_\_\_\_\_

County Administrative Officer: [Signature]

Commissioner: \_\_\_\_\_

GL BUDGET LINE ITEM: 254-101-510-1005 SALARY ANNIVERSARY DATE: \_\_\_\_\_

# JEFFERSON COUNTY

## Adult Community Corrections

243 SW 3<sup>rd</sup> Street, Suite A • Madras, Oregon 97741 • PH: (541) 475-6145  
FAX: (541) 325-5005



**Date:** 10/10/2023

**From:** Robert Rodriguez II, Director

**To:** Kelsey Parsons, Parole and Probation Officer

**Re:** Assignment as a Hearings Officer for the 2023-2025 Biennium

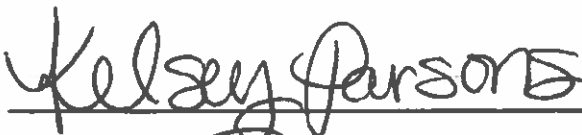

You have been selected for the Hearing Officer assignment representing Jefferson County Adult Community Corrections. This is going to be a two-year assignment that will run concurrent with the State of Oregon biennium budget cycle which will be the 2023-25 biennium; therefore, this current appointment will begin on October 20, 2023 and end on June 30th, 2025. At the end of the assignment, you may re-apply for the Hearings Officer position. As needed, the department will assess the appropriate number of hearing officers necessary to meet its obligation. It is preferable to have a minimum of two hearings officers.

Part of the assignment will require you to attend the Parole Boards Hearings Officer training, if you have not already done so. Duties will include but not be limited to; conducting ALL Morrissey hearings for any offender who requests a formal hearing or any sanction recommendation of 61 days in custody or more. It will also require you to conduct hearings on offenders not supervised by Jefferson County Community Corrections i.e. if another agency requests a hearing due to their offender being in custody at our county jail. You will be obligated and responsible to follow all rules and policies of the standard practices set by the State of Oregon. It will be imperative that you complete all hearings in a timely matter.

At this time Jefferson County Adult Community Corrections will spend \$100.00/month total which will be divided by the number of hearings officers. For example, if only one PO is designated they will receive the \$100.00/month, if two POs are designated, each PO will receive \$50.00/month.

Kelsey Parsons, Parole and Probation Officer

Robert Rodriguez II, Director

  
\_\_\_\_\_  
  
\_\_\_\_\_

BEFORE THE BOARD OF THE COUNTY COMMISSIONERS  
FOR THE COUNTY OF JEFFERSON

SALARY CHANGE

IN THE MATTER OF SETTING THE  
COMPENSATION OF AN EMPLOYEE

}  
} SALARY ORDER NO. \_\_\_\_\_

Employee Name:  
Gabriel Soliz

Position Title:  
Senior Accountant - Chief Deputy Tax Collector

Department: Finance

Effective Date: 10/21/2023

Reason:  
Temporary stipend of \$400/month for absorbing some duties/tasks of vacant HR Manager. Effective until January 20, 2024 or until HR Manager position filled, whichever is later.

DESCRIPTION	CURRENT	REQUEST
Hourly Rate	37.80	37.80
Monthly Wage	\$6,577.20	\$6,577.20 + 400
Grade	26	26
Step	10	10
Salary Matrix/PERS Class	SW - B	SW - B
Benefit Group	SW	SW
Applicable Benefits & Other Terms		
Employee Signature		

APPROVED, ADOPTED, AND ORDERED this \_\_\_\_\_ day of \_\_\_\_\_,

ATTEST: BOARD OF COMMISSIONERS

Department Director: [Signature] Commissioner, Chair: \_\_\_\_\_

Finance Director: [Signature] Commissioner: \_\_\_\_\_

County Administrative Officer: [Signature] Commissioner: \_\_\_\_\_

GL BUDGET LINE ITEM: 101 - 133 - 510 - 1008 SALARY ANNIVERSARY DATE: \_\_\_\_\_

BEFORE THE BOARD OF THE COUNTY COMMISSIONERS  
FOR THE COUNTY OF JEFFERSON

SALARY CHANGE

IN THE MATTER OF SETTING THE  
COMPENSATION OF AN EMPLOYEE

}  
}

SALARY ORDER NO. \_\_\_\_\_

Employee Name:

Position Title:

Lyndsay Hessel

Administrative Assistant

Department: Administration

Effective Date: 10/21/2023

Reason:

Temporary stipend of \$400/month for absorbing some duties/tasks of vacant Fairgrounds Complex Manager and HR Manager. Effective until January 20, 2024 or until HR Manager position filled, whichever is later.

DESCRIPTION	CURRENT	REQUEST
Hourly Rate	34.13	34.13
Monthly Wage	5,938.62 + 400	5,938.62 + 400 + 400
Grade	20	20
Step	15	15
Salary Matrix/PERS Class	NR - B	NR - B
Benefit Group	NR	NR
Applicable Benefits & Other Terms	Continues \$400/month Clerk's Office Stipend.	
Employee Signature		

APPROVED, ADOPTED, AND ORDERED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

ATTEST:

BOARD OF COMMISSIONERS

Department Director: \_\_\_\_\_

Commissioner, Chair: \_\_\_\_\_

Finance Director: \_\_\_\_\_

Commissioner: \_\_\_\_\_

County Administrative Officer: \_\_\_\_\_

Commissioner: \_\_\_\_\_

GL BUDGET LINE ITEM: 101-161-510-1004 SALARY ANNIVERSARY DATE: \_\_\_\_\_

**BEFORE THE BOARD OF THE COUNTY COMMISSIONERS  
FOR THE COUNTY OF JEFFERSON  
SALARY CHANGE**

**IN THE MATTER OF SETTING THE** }  
**COMPENSATION OF AN EMPLOYEE** } **SALARY ORDER NO.** \_\_\_\_\_

Employee Name: Michael Stemwedel Position Title: Weed Program Technician

Department: Public Works Effective Date: 09/20/2023

Reason:  
Extension to existing Temporary Assignment - Ongoing Vacancy.  
  
Temporary assignment to end November 20, 2023

DESCRIPTION	CURRENT	REQUEST
Hourly Rate	27.80	27.80
Monthly Wage	4,837.20	4,837.20
Grade	MW IV	MW IV
Step	3	3
Salary Matrix/PERS Class	B	B
Benefit Group	PW	PW
Applicable Benefits & Other Terms		

**APPROVED, ADOPTED, AND ORDERED** this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

**ATTEST:** Matthew R. [Signature] **BOARD OF COMMISSIONERS**  
Department Director: \_\_\_\_\_ Commissioner, Chair: \_\_\_\_\_

Finance Director: [Signature] Commissioner: \_\_\_\_\_

County Administrative Officer: [Signature] Commissioner: \_\_\_\_\_

**GL BUDGET LINE ITEM:** 202-101-510-1026 <sup>759</sup> **ANNIVERSARY DATE:** \_\_\_\_\_  
205-101-510-1026 <sup>252</sup>

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**JEFFERSON COUNTY**  
**BUSINESS LOAN AGREEMENT**

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This Loan Agreement (this "Agreement") is made and entered into effective on \_\_\_\_\_ (the "Effective Date") by and between Jefferson County ("Lender"), whose address is 66 SE D Street, Madras, Oregon 97741, and New Grass, LLC ("Borrower"), whose address is 747 SE Dover Lane, Madras, Oregon 97741. As used herein, the term "Borrower" shall include all individuals, entities, and organizations guaranteeing the performance of Borrower.

To induce the Lender to make said loan, and in consideration thereof:

1. Conditions of the loan.

Purposes: Parking lot and stormwater drainage improvements to the property located at 107 NE Cedar Street, Madras, OR only.

Loan shall not be used for the following: Salaries/wages, rent, mortgage payments, utility bills (including phone), insurance payments, business license fees, real or personal property taxes, credit card fees, banking fees, personal property taxes, legal fees, attorney costs, accounting fees, membership fees, travel expenses and personal expenses. Use of loan funds for any of the aforementioned purposes or any purpose other than that specified will constitute default of this loan.

Loan Amount: \$160,000.00

Additional Funds: This Loan is contingent upon a commitment of a minimum of \$49,000 in grant funding from the Madras Urban Renewal District to cover the complete cost of the \$209,000 stormwater/parking lot project. Lender acknowledges that its loan funds will be expended prior to Borrower receiving grant funds.

Promissory Note: The Loan will be evidenced by a promissory note in the principal amount of One Hundred Sixty Thousand Dollars and No Cents (\$160,000.00) dated as of the Effective Date (the "Note") and secured as indicated in Section 2 of this Agreement. The Note will be in form and substance acceptable to Lender. The Loan will be paid in accordance with the terms of the Note.

Interest Rate: 6.00% fixed for the life of the loan.

Maturity Date: The loan period shall be 120 months (10 years). Borrower promises to pay all indebtedness in regular periodic payments and to pay the indebtedness in full not later than 120 months from the first payment date.

Escrow Account: Interest accrual for the entire loan amount shall commence upon transfer of loan funds to escrow account held by Western Title in Madras, OR.

Western Title will release Loan funds upon direction from Lender, which may be given via email by Jeff Rasmussen on behalf of Lender. Lender will authorize release of funds upon receipt of contractor's invoice from Borrower. Borrowers may draw against the total loan amount through April 30, 2024, which may be extended by written direction from Lender to Western Title upon request from Borrower. Borrower shall authorize Jennifer DuPont to make draw requests on its behalf.

**Repayment:** Payments are due the first business day of each month starting not later than May 1, 2024; however, interest will accrue from the date of transfer and will capitalize as indicated in the attached sample amortization schedule (Exhibit A). Monthly payments must be made via ACH. A \$25 charge will be assessed for any payment not made by the 15<sup>th</sup> of the month. A \$30 charge for non-sufficient funds will also apply to cover bank processing fees.

**Loan Documents:** Lender must have received fully executed originals of the following documents, and any other documents that Lender may require, each of which will be in form and substance acceptable to Lender (collectively the "Loan Documents"): (a) this Agreement; (b) the Note; (c) the Trust Deed; (d) and such other documents and/or instruments as Lender may require.

2. **Security.** Borrower's obligations to Lender which relate to the Loan will be secured by a perfected security interest in the Property (described in Exhibit B). Lender's security interest will have a priority acceptable to Lender.
  - (a) **Security Documents.** Lender's security interest will be evidenced by, and Borrower will execute and deliver to Lender (and/or cause any other person to execute and deliver), a certain Trust Deed, dated as of the Effective Date made by Borrower in favor of Lender (the "Trust Deed"). The Trust Deed will be delivered by Borrower to Lender upon the funding of the Loan and the Trust Deed will be in form and substance acceptable to Lender.
  - (b) **Prior Encumbrance.** The Trust Deed will be subordinate only to the existing recorded security interest to which the Property is subject, namely the Umpqua Bank loan ("First Position Lien"). Borrower will not increase or cause the increase of the indebtedness evidenced or secured by the First Position Lien without Lender's prior written consent. Borrower will timely pay and perform all of Borrower's obligations arising out of or under the First Position Lien (and any related agreements or instruments). If Borrower receives any notice of default arising out of or under the First Position Lien (and/or any related agreements or instruments), Borrower will immediately deliver a copy of the default notice to Lender. Lender may cure any Borrower default under the First Position Lien (and/or any related agreements or instruments) without waiving Borrower's default under this Agreement. Borrower will defend, indemnify, and hold Lender harmless for, from, and against any and all claims, actions, proceedings, damages, liabilities, and expenses of every kind, whether known or unknown, including, without limitation, attorney fees, late charges, penalties, and additional interest, resulting from or arising out of, whether



directly or indirectly, the First Position Lien (and/or any related agreements or instruments).

- (c) In the event that Borrower enters into a loan agreement with the Madras Urban Renewal District, Lender agrees that this Loan and related security documents will be subordinate to that security interest in addition to the First Position Lien.
3. Affirmative Promises. Borrower agrees that while Borrower shall be indebted to the Lender upon any loan made pursuant to this application or otherwise, Borrower will:
- (a) Keep and perform promptly at the time and strictly in the manner therein required each of the terms, covenants, and conditions on Borrower's part to be performed pursuant to any agreement, whether with Lender or with anyone else to which the Borrower is a party.
  - (b) Maintain financial records in accordance with good accounting practice and deliver to the Lender during the term of the loan
    - (i) Tax return for Borrower annually, due June 15<sup>th</sup> of each year.
    - (ii) Promptly upon request of Lender such further information concerning Borrower's financial, management, and operational condition or affairs as Lender may from time to time require (such request shall not be unreasonably imposed).
    - (iii) Promptly upon the happening thereof and without request, notice in writing of the happening of any event by reason of which the financial condition of the Borrower may be substantially impaired. Borrower will permit a representative of Lender to examine and audit the books and records of Borrower's business at any reasonable time, with such audit to be at the expense of Lender unless Borrower is in default, in which case the costs of audit shall be paid by the party prevailing in any action brought as a result of that default.
  - (c) Maintain adequate hazard (fire and extended coverage), liability, and other insurance to fully protect Lender's interest in pledged assets; provide Lender with satisfactory evidence thereof; deliver to Lender insurance policies insuring the real property described in any mortgage or security agreement conforming to the provisions of such mortgage or security agreement; and, annually, or more frequently if the Lender shall request the same, deliver to the Lender a complete schedule of insurance coverage's by policies other than those held by the Lender. If applicable the Borrower shall be required to obtain flood hazard insurance pursuant to the Flood Disaster Protection Act of 1973, P.L. 93-33 as amended (42 U.S.C. 4002, et seq.).

Warning pursuant to ORS 746.201:

Unless you [Borrower] provide us [Lender] with evidence of the insurance coverage as required by our contract or loan agreement, we may purchase insurance at your expense to protect our interest. This insurance may, but need not, also protect your

interest. If the collateral becomes damaged, the coverage we purchase may not pay any claim you make or any claim made against you. You may later cancel this coverage by providing evidence that you have obtained property coverage elsewhere.

You are responsible for the cost of any insurance purchased by us. The cost of this insurance may be added to your contract or loan balance. If the cost is added to your contract or loan balance, the interest rate on the underlying contract or loan balance will apply to this added amount. The effective date of coverage may be the date you failed to provide proof of coverage.

The coverage we purchase may be considerably more expensive than insurance you can obtain on your own and may not satisfy any need for property damages coverage or any mandatory liability insurance requirements imposed by law.

- (d) Use the proceeds of this loan only in connection with Borrower's business and only for the Purposes stated in this Agreement.
  - (e) Comply with all applicable federal, state, and local laws, regulations, and ordinances, including the requirements of all easements, covenants, conditions, restrictions, reservations, building laws, and zoning ordinances.
  - (f) Not transfer all or any portion of the Property without Lender's prior written consent.
4. Negative Promises. While the Borrower is indebted to the Lender upon said loan or otherwise, Borrower will not, without the prior written consent of the Lender:
- (a) Sell any of Borrower's assets used or useful in Borrower's business except in the regular course of business or, if Borrower is a corporation, pay any dividends on Borrower's stock (other than stock dividends) or purchase or retire any of Borrower's outstanding shares or alter or amend Borrower's capital structure.
  - (b) Effect a change of ownership or control of New Grass LLC or Wild Winds Ranch, LLC. Borrower may not transfer ownership of Property to any of its other business entities. Lender may accelerate any and all outstanding obligations if Borrower does not comply with this promise.
  - (c) Engage in any business activities substantially different in kind, degree, or volume from those in which Borrower is presently engaged.
  - (d) Loan money, purchase, or acquire any interest in any business, corporation, partnership, joint venture, syndicate, or other enterprise or entity; incur any obligation as surety or guarantor; or take or hold any property in any fiduciary.
5. Default. The occurrence of any one or more of the following events constitutes a default by Borrower under this Agreement and Loan Documents:
- (a) Borrower fails to pay when due any installment of principal or interest owing to the Lender, or

- (b) Borrower violates any term of this Agreement or fails in the performance of any obligation of the Borrower to the Lender herein or in any other agreement contained, including the allowance of ACH transfers from Borrower's financial institution, or
  - (c) Any warranty or representation herein, heretofore, or hereafter made by Borrower to Lender proves to be or have been false or misleading in any material respect, or
  - (d) Borrower becomes insolvent or dissolves, liquidates or suspends its business for any reason, or
  - (e) Borrower files a voluntary petition in bankruptcy or for any form of relief pursuant to the Bankruptcy Act or the laws of any jurisdiction relating to bankruptcy or insolvency, or for the relief of debtors; or shall make an assignment for the benefit of creditors, or shall apply for or consent to the appointment of or there shall be appointed a receiver for or trustee of all or substantially all of the property of the Borrower, or if any property of the Borrower shall be taken upon attachment, execution, distraint, or other process and not released within ten days.
6. Remedies. On and after an event of Default, Lender may exercise the following remedies, which remedies are cumulative and which may be exercised singularly or concurrently:
- (a) upon notice to Borrower, the right to accelerate the due dates of the Loan so that the Loan is immediately due, payable, and performable in its entirety;
  - (b) upon notice to Borrower, the right to take possession, control, and charge of the Property and/or any other collateral;
  - (c) the right to institute an action to appoint a receiver to take charge of the Property and/or any other collateral;
  - (d) the right to institute an action to obtain a temporary restraining order;
  - (e) any remedy available to Lender under any Loan Document and/or any agreement evidencing, guaranteeing, and/or securing the payment or performance of the Loan and/or any of the obligations of Borrower; and/or
  - (f) any other remedy available to Lender at law or in equity.
7. General Conditions. The following are conditions precedent to any disbursement of funds under the loan in question:
- (a) Borrower is in compliance with all applicable Federal and State environmental laws and regulations, and will continue to comply with all such laws and regulations in the future.
  - (b) No proceedings alleging violations of environmental laws are pending, on property owned or property to be purchased, leased, or rented by Borrower.

- (c) Borrower has no knowledge of hazardous waste contamination on property owned or property to be purchased, leased, or rented by Borrower.
  - (iv) Borrower assumes all responsibility and all liability for toxic substance cleanup resulting from any violations, past, present, or future, and agrees to indemnify Lender for any and all resulting liabilities or costs.
8. Other Requirements. Borrower agrees to comply with the following:
- (a) The Clean Air Act, as amended (442 U.S.C. 7401 et seq.).
  - (b) The Federal Water Pollution Control Act.
  - (c) Executive Order 1988, Floodplain Management (May 14, 1977) and regulations and guidelines issued thereunder by the Economic Development Administration.
  - (d) The Safe Drinking Water Act, P.L. 93523, as amended (42 U.S.C. 300f-300j-9).
  - (e) The National Historic Preservation Act P.L. 89-665 (16 U.S.C. 470, et seq.).
  - (f) Borrower is prohibited from discriminating against employees or applicants for employment or providers of goods and services.
  - (g) Borrower shall be required to comply, where applicable, with the Contract Work Hours Standards Act, as amended.
9. Miscellaneous.
- (a) No Waiver by Lender. No failure and/or delay of Lender in exercising any right, power, and/or remedy under this Agreement and/or any other Loan Document will operate as a waiver of such right, power, and/or remedy of Lender or of any other right. A waiver of any provision of this Agreement and/or any other Loan Document will not constitute a waiver of or prejudice Lender's right to demand strict compliance with that provision and/or any other provision. Any waiver, permit, consent, and/or approval of any kind or character on the part of Lender must be in writing and will be effective only to the extent specifically set forth in writing.
  - (b) Costs and Fees; Attorney Fees. Without otherwise limiting any other provision contained in this Agreement, Borrower will pay Lender immediately on demand an amount equal to all costs and expenses incurred by Lender in connection with the administration and enforcement of the Loan Documents and the collection of amounts due to Lender, including, without limitation, all recording costs, filing fees, costs of appraisals, title insurance, inspection, collateral audits, costs of perfecting, protecting, and defending Lender's security interest in the Collateral and attorney fees. Notwithstanding the foregoing, if any arbitration, action, suit, and/or proceeding is instituted to interpret, enforce, and/or rescind this Agreement and/or any other Loan Document, including, without limitation, any proceeding brought

under the United States Bankruptcy Code, each party will be responsible for its attorney fees and other fees, costs, and expenses of every kind, including, without limitation, the costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, action, suit, or proceeding, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.

- (c) Notices. Any notice required under this Agreement must be in writing. Any notice will be deemed given when personally delivered or delivered by facsimile transmission (with electronic confirmation of delivery), or will be deemed given three business days following delivery of the notice by U.S. mail, postage prepaid, certified, return receipt requested, by the applicable party to the address of the other party first shown above (or any other address that a party may designate by notice to the other party), unless that day is a Saturday, Sunday, or legal holiday, in which event it will be deemed given on the next following business day.
- (d) Assignment and Participation. Lender may from time to time assign or sell participating interests in all or any part of its interest in this Agreement and any other Loan Documents and in connection therewith disclose any information (financial or otherwise) Lender may have concerning Borrower.
- (e) Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns, except that Borrower may not assign or transfer any of its rights or obligations under this Agreement and/or any other Loan Document without the prior written consent of Lender.
- (f) Severability. Each provision contained in this Agreement will be treated as a separate and independent provision. The unenforceability of any one provision will in no way impair the enforceability of any other provision contained herein. Any reading of a provision causing unenforceability will yield to a construction permitting enforcement to the maximum extent permitted by applicable law.
- (g) Governing Law; Venue. This Agreement is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement. Any action, suit, or proceeding arising out of the subject matter of this Agreement will be litigated in courts located in Jefferson County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Jefferson County, Oregon.
- (h) Additional Acts. Upon request by Lender, Borrower will from time to time provide such information, execute such documents, and do such acts as may reasonably be required by Lender in connection with any indebtedness or obligations of Borrower to Lender. All information, documents and instruments required to be executed or delivered to Lender will be in form and substance satisfactory to Lender.
- (i) Integration; Conflicting Terms. This Agreement, together with the other Loan Documents, comprises the entire agreement of the parties on the subject matter

hereof and supersedes and replaces all prior agreements, oral and written, on such subject matter. If any term of any of the other Loan Documents expressly conflicts with the provisions of this Agreement, the provisions of this Agreement will control; provided, however, that the inclusion of supplemental rights and remedies of Lender in any of the other Loan Documents will not be deemed a conflict with this Agreement.

- (j) Attachments. Any exhibits, schedules, and other attachments referenced in this Agreement are part of this Agreement.
- (k) Counterparts and Amendments. This Agreement may be signed in counterparts. A fax or email transmission of a signature page will be considered an original signature page. At the request of a party, the other party will confirm a fax or email transmitted signature page by delivering an original signature page to the requesting party. This Agreement may be amended only by a written agreement signed by each party.
- (l) Survival of Representations and Warranties. Borrower understands and agrees that in making the Loan, Lender is relying on all representations, warranties, and covenants made by Borrower in this Agreement and/or in any certificate or other instrument delivered by Borrower to Lender under this Agreement and/or any Loan Document. Borrower further agrees that regardless of any investigation made by Lender, all such representations, warranties, and covenants will survive the making of the Loan and delivery to Lender of the Loan Documents, will be continuing in nature, and will remain in full force and effect until such time as Borrower has satisfied its obligations under the Loan Documents in full.
- (m) Disclosure. Under Oregon law, most agreements, promises, and commitments made by Lender concerning loans and other credit extensions which are not for personal, family, or household purposes or secured solely by the borrower's residence must be in writing, express consideration, and be signed by Lender to be enforceable.

BORROWER: NEW GRASS LLC

\_\_\_\_\_  
Jeffrey R. DuPont

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jennifer R. DuPont

\_\_\_\_\_  
Date

LENDER: JEFFERSON COUNTY BY AND THROUGH ITS BOARD OF COMMISSIONERS

The foregoing agreement is approved by motion in the regular meeting of the Jefferson County Board of Commissioners, held \_\_\_\_\_. Jefferson County agrees to make said loan upon the terms and subject to the conditions stated above.

\_\_\_\_\_  
Commission Chair

**EXHIBIT A**  
**AMORTIZATION SCHEDULE**



**New Grass, LLC**

Loan distribution on January 1, 2024	\$160,000.00
Annual interest rate	6.00%
Number of months accruing interest	5
Start date of loan interest	1/1/2024

**DRAFT**

Number	Date	Beginning Balance	Cumulative Interest	Ending Balance
1	1/1/2024	\$160,000.00	\$800.00	\$160,800.00
2	2/1/2024	\$0.00	\$1,604.00	\$161,604.00
3	3/1/2024	\$0.00	\$2,412.02	\$162,412.02
4	4/1/2024	\$0.00	\$3,224.08	\$163,224.08
5	5/1/2024	\$0.00	\$4,040.20	\$164,040.20





# Jefferson County

## New Grass, LLC

## Loan Summary

Loan amount plus interest	\$164,040.20	Scheduled payment	\$1,821.18
Annual interest rate	6.00%	Scheduled number of payments	120
Loan period in years	10	Actual number of payments	120
Number of payments per year	12	Total early payments	\$0.00
Start date of loan	5/1/2024	Total interest	\$54,501.70

### Loan Distribution on January 1, 2024

**Lender name**  
**DRAFT**

Jefferson County

Payment Number	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
1	5/1/2024	\$164,040.20	\$1,821.18	\$0.00	\$1,821.18	\$1,000.98	\$820.20	\$163,039.22	\$820.20
2	6/1/2024	\$163,039.22	\$1,821.18	\$0.00	\$1,821.18	\$1,005.99	\$815.20	\$162,033.23	\$1,635.40
3	7/1/2024	\$162,033.23	\$1,821.18	\$0.00	\$1,821.18	\$1,011.02	\$810.17	\$161,022.22	\$2,445.56
4	8/1/2024	\$161,022.22	\$1,821.18	\$0.00	\$1,821.18	\$1,016.07	\$805.11	\$160,006.14	\$3,250.67
5	9/1/2024	\$160,006.14	\$1,821.18	\$0.00	\$1,821.18	\$1,021.15	\$800.03	\$158,984.99	\$4,050.71
6	10/1/2024	\$158,984.99	\$1,821.18	\$0.00	\$1,821.18	\$1,026.26	\$794.92	\$157,958.74	\$4,845.63
7	11/1/2024	\$157,958.74	\$1,821.18	\$0.00	\$1,821.18	\$1,031.39	\$789.79	\$156,927.35	\$5,635.42
8	12/1/2024	\$156,927.35	\$1,821.18	\$0.00	\$1,821.18	\$1,036.55	\$784.64	\$155,890.80	\$6,420.06
9	1/1/2025	\$155,890.80	\$1,821.18	\$0.00	\$1,821.18	\$1,041.73	\$779.45	\$154,849.07	\$7,199.51
10	2/1/2025	\$154,849.07	\$1,821.18	\$0.00	\$1,821.18	\$1,046.94	\$774.25	\$153,802.13	\$7,973.76

Payment Number	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
11	3/1/2025	\$153,802.13	\$1,821.18	\$0.00	\$1,821.18	\$1,052.17	\$769.01	\$152,749.96	\$8,742.77
12	4/1/2025	\$152,749.96	\$1,821.18	\$0.00	\$1,821.18	\$1,057.43	\$763.75	\$151,692.53	\$9,506.52
13	5/1/2025	\$151,692.53	\$1,821.18	\$0.00	\$1,821.18	\$1,062.72	\$758.46	\$150,629.81	\$10,264.98
14	6/1/2025	\$150,629.81	\$1,821.18	\$0.00	\$1,821.18	\$1,068.03	\$753.15	\$149,561.78	\$11,018.13
15	7/1/2025	\$149,561.78	\$1,821.18	\$0.00	\$1,821.18	\$1,073.37	\$747.81	\$148,488.40	\$11,765.94
16	8/1/2025	\$148,488.40	\$1,821.18	\$0.00	\$1,821.18	\$1,078.74	\$742.44	\$147,409.66	\$12,508.38
17	9/1/2025	\$147,409.66	\$1,821.18	\$0.00	\$1,821.18	\$1,084.13	\$737.05	\$146,325.53	\$13,245.43
18	10/1/2025	\$146,325.53	\$1,821.18	\$0.00	\$1,821.18	\$1,089.55	\$731.63	\$145,235.97	\$13,977.06
19	11/1/2025	\$145,235.97	\$1,821.18	\$0.00	\$1,821.18	\$1,095.00	\$726.18	\$144,140.97	\$14,703.24
20	12/1/2025	\$144,140.97	\$1,821.18	\$0.00	\$1,821.18	\$1,100.48	\$720.70	\$143,040.49	\$15,423.94
21	1/1/2026	\$143,040.49	\$1,821.18	\$0.00	\$1,821.18	\$1,105.98	\$715.20	\$141,934.51	\$16,139.15
22	2/1/2026	\$141,934.51	\$1,821.18	\$0.00	\$1,821.18	\$1,111.51	\$709.67	\$140,823.00	\$16,848.82
23	3/1/2026	\$140,823.00	\$1,821.18	\$0.00	\$1,821.18	\$1,117.07	\$704.12	\$139,705.94	\$17,552.93
24	4/1/2026	\$139,705.94	\$1,821.18	\$0.00	\$1,821.18	\$1,122.65	\$698.53	\$138,583.28	\$18,251.46
25	5/1/2026	\$138,583.28	\$1,821.18	\$0.00	\$1,821.18	\$1,128.27	\$692.92	\$137,455.02	\$18,944.38
26	6/1/2026	\$137,455.02	\$1,821.18	\$0.00	\$1,821.18	\$1,133.91	\$687.28	\$136,321.11	\$19,631.65
27	7/1/2026	\$136,321.11	\$1,821.18	\$0.00	\$1,821.18	\$1,139.58	\$681.61	\$135,181.53	\$20,313.26
28	8/1/2026	\$135,181.53	\$1,821.18	\$0.00	\$1,821.18	\$1,145.27	\$675.91	\$134,036.26	\$20,989.17
29	9/1/2026	\$134,036.26	\$1,821.18	\$0.00	\$1,821.18	\$1,151.00	\$670.18	\$132,885.26	\$21,659.35
30	10/1/2026	\$132,885.26	\$1,821.18	\$0.00	\$1,821.18	\$1,156.76	\$664.43	\$131,728.50	\$22,323.78
31	11/1/2026	\$131,728.50	\$1,821.18	\$0.00	\$1,821.18	\$1,162.54	\$658.64	\$130,565.96	\$22,982.42
32	12/1/2026	\$130,565.96	\$1,821.18	\$0.00	\$1,821.18	\$1,168.35	\$652.83	\$129,397.61	\$23,635.25
33	1/1/2027	\$129,397.61	\$1,821.18	\$0.00	\$1,821.18	\$1,174.19	\$646.99	\$128,223.41	\$24,282.24
34	2/1/2027	\$128,223.41	\$1,821.18	\$0.00	\$1,821.18	\$1,180.07	\$641.12	\$127,043.35	\$24,923.35
35	3/1/2027	\$127,043.35	\$1,821.18	\$0.00	\$1,821.18	\$1,185.97	\$635.22	\$125,857.38	\$25,558.57

Payment Number	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
36	4/1/2027	\$125,857.38	\$1,821.18	\$0.00	\$1,821.18	\$1,191.90	\$629.29	\$124,665.49	\$26,187.86
37	5/1/2027	\$124,665.49	\$1,821.18	\$0.00	\$1,821.18	\$1,197.86	\$623.33	\$123,467.63	\$26,811.18
38	6/1/2027	\$123,467.63	\$1,821.18	\$0.00	\$1,821.18	\$1,203.84	\$617.34	\$122,263.79	\$27,428.52
39	7/1/2027	\$122,263.79	\$1,821.18	\$0.00	\$1,821.18	\$1,209.86	\$611.32	\$121,053.92	\$28,039.84
40	8/1/2027	\$121,053.92	\$1,821.18	\$0.00	\$1,821.18	\$1,215.91	\$605.27	\$119,838.01	\$28,645.11
41	9/1/2027	\$119,838.01	\$1,821.18	\$0.00	\$1,821.18	\$1,221.99	\$599.19	\$118,616.02	\$29,244.30
42	10/1/2027	\$118,616.02	\$1,821.18	\$0.00	\$1,821.18	\$1,228.10	\$593.08	\$117,387.91	\$29,837.38
43	11/1/2027	\$117,387.91	\$1,821.18	\$0.00	\$1,821.18	\$1,234.24	\$586.94	\$116,153.67	\$30,424.32
44	12/1/2027	\$116,153.67	\$1,821.18	\$0.00	\$1,821.18	\$1,240.41	\$580.77	\$114,913.26	\$31,005.09
45	1/1/2028	\$114,913.26	\$1,821.18	\$0.00	\$1,821.18	\$1,246.62	\$574.57	\$113,666.64	\$31,579.66
46	2/1/2028	\$113,666.64	\$1,821.18	\$0.00	\$1,821.18	\$1,252.85	\$568.33	\$112,413.79	\$32,147.99
47	3/1/2028	\$112,413.79	\$1,821.18	\$0.00	\$1,821.18	\$1,259.11	\$562.07	\$111,154.68	\$32,710.06
48	4/1/2028	\$111,154.68	\$1,821.18	\$0.00	\$1,821.18	\$1,265.41	\$555.77	\$109,889.27	\$33,265.83
49	5/1/2028	\$109,889.27	\$1,821.18	\$0.00	\$1,821.18	\$1,271.74	\$549.45	\$108,617.53	\$33,815.28
50	6/1/2028	\$108,617.53	\$1,821.18	\$0.00	\$1,821.18	\$1,278.09	\$543.09	\$107,339.44	\$34,358.36
51	7/1/2028	\$107,339.44	\$1,821.18	\$0.00	\$1,821.18	\$1,284.49	\$536.70	\$106,054.95	\$34,895.06
52	8/1/2028	\$106,054.95	\$1,821.18	\$0.00	\$1,821.18	\$1,290.91	\$530.27	\$104,764.05	\$35,425.34
53	9/1/2028	\$104,764.05	\$1,821.18	\$0.00	\$1,821.18	\$1,297.36	\$523.82	\$103,466.68	\$35,949.16
54	10/1/2028	\$103,466.68	\$1,821.18	\$0.00	\$1,821.18	\$1,303.85	\$517.33	\$102,162.83	\$36,466.49
55	11/1/2028	\$102,162.83	\$1,821.18	\$0.00	\$1,821.18	\$1,310.37	\$510.81	\$100,852.47	\$36,977.30
56	12/1/2028	\$100,852.47	\$1,821.18	\$0.00	\$1,821.18	\$1,316.92	\$504.26	\$99,535.55	\$37,481.57
57	1/1/2029	\$99,535.55	\$1,821.18	\$0.00	\$1,821.18	\$1,323.50	\$497.68	\$98,212.04	\$37,979.24
58	2/1/2029	\$98,212.04	\$1,821.18	\$0.00	\$1,821.18	\$1,330.12	\$491.06	\$96,881.92	\$38,470.30
59	3/1/2029	\$96,881.92	\$1,821.18	\$0.00	\$1,821.18	\$1,336.77	\$484.41	\$95,545.14	\$38,954.71
60	4/1/2029	\$95,545.14	\$1,821.18	\$0.00	\$1,821.18	\$1,343.46	\$477.73	\$94,201.69	\$39,432.44

Payment Number	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
61	5/1/2029	\$94,201.69	\$1,821.18	\$0.00	\$1,821.18	\$1,350.17	\$471.01	\$92,851.51	\$39,903.45
62	6/1/2029	\$92,851.51	\$1,821.18	\$0.00	\$1,821.18	\$1,356.92	\$464.26	\$91,494.59	\$40,367.71
63	7/1/2029	\$91,494.59	\$1,821.18	\$0.00	\$1,821.18	\$1,363.71	\$457.47	\$90,130.88	\$40,825.18
64	8/1/2029	\$90,130.88	\$1,821.18	\$0.00	\$1,821.18	\$1,370.53	\$450.65	\$88,760.35	\$41,275.83
65	9/1/2029	\$88,760.35	\$1,821.18	\$0.00	\$1,821.18	\$1,377.38	\$443.80	\$87,382.97	\$41,719.64
66	10/1/2029	\$87,382.97	\$1,821.18	\$0.00	\$1,821.18	\$1,384.27	\$436.91	\$85,998.70	\$42,156.55
67	11/1/2029	\$85,998.70	\$1,821.18	\$0.00	\$1,821.18	\$1,391.19	\$429.99	\$84,607.51	\$42,586.54
68	12/1/2029	\$84,607.51	\$1,821.18	\$0.00	\$1,821.18	\$1,398.14	\$423.04	\$83,209.37	\$43,009.58
69	1/1/2030	\$83,209.37	\$1,821.18	\$0.00	\$1,821.18	\$1,405.14	\$416.05	\$81,804.23	\$43,425.63
70	2/1/2030	\$81,804.23	\$1,821.18	\$0.00	\$1,821.18	\$1,412.16	\$409.02	\$80,392.07	\$43,834.65
71	3/1/2030	\$80,392.07	\$1,821.18	\$0.00	\$1,821.18	\$1,419.22	\$401.96	\$78,972.85	\$44,236.61
72	4/1/2030	\$78,972.85	\$1,821.18	\$0.00	\$1,821.18	\$1,426.32	\$394.86	\$77,546.53	\$44,631.47
73	5/1/2030	\$77,546.53	\$1,821.18	\$0.00	\$1,821.18	\$1,433.45	\$387.73	\$76,113.08	\$45,019.21
74	6/1/2030	\$76,113.08	\$1,821.18	\$0.00	\$1,821.18	\$1,440.62	\$380.57	\$74,672.46	\$45,399.77
75	7/1/2030	\$74,672.46	\$1,821.18	\$0.00	\$1,821.18	\$1,447.82	\$373.36	\$73,224.64	\$45,773.13
76	8/1/2030	\$73,224.64	\$1,821.18	\$0.00	\$1,821.18	\$1,455.06	\$366.12	\$71,769.58	\$46,139.26
77	9/1/2030	\$71,769.58	\$1,821.18	\$0.00	\$1,821.18	\$1,462.33	\$358.85	\$70,307.25	\$46,498.11
78	10/1/2030	\$70,307.25	\$1,821.18	\$0.00	\$1,821.18	\$1,469.65	\$351.54	\$68,837.60	\$46,849.64
79	11/1/2030	\$68,837.60	\$1,821.18	\$0.00	\$1,821.18	\$1,476.99	\$344.19	\$67,360.61	\$47,193.83
80	12/1/2030	\$67,360.61	\$1,821.18	\$0.00	\$1,821.18	\$1,484.38	\$336.80	\$65,876.23	\$47,530.63
81	1/1/2031	\$65,876.23	\$1,821.18	\$0.00	\$1,821.18	\$1,491.80	\$329.38	\$64,384.43	\$47,860.01
82	2/1/2031	\$64,384.43	\$1,821.18	\$0.00	\$1,821.18	\$1,499.26	\$321.92	\$62,885.17	\$48,181.94
83	3/1/2031	\$62,885.17	\$1,821.18	\$0.00	\$1,821.18	\$1,506.76	\$314.43	\$61,378.41	\$48,496.36
84	4/1/2031	\$61,378.41	\$1,821.18	\$0.00	\$1,821.18	\$1,514.29	\$306.89	\$59,864.12	\$48,803.25
85	5/1/2031	\$59,864.12	\$1,821.18	\$0.00	\$1,821.18	\$1,521.86	\$299.32	\$58,342.26	\$49,102.57

Payment Number	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
86	6/1/2031	\$58,342.26	\$1,821.18	\$0.00	\$1,821.18	\$1,529.47	\$291.71	\$56,812.79	\$49,394.29
87	7/1/2031	\$56,812.79	\$1,821.18	\$0.00	\$1,821.18	\$1,537.12	\$284.06	\$55,275.67	\$49,678.35
88	8/1/2031	\$55,275.67	\$1,821.18	\$0.00	\$1,821.18	\$1,544.80	\$276.38	\$53,730.86	\$49,954.73
89	9/1/2031	\$53,730.86	\$1,821.18	\$0.00	\$1,821.18	\$1,552.53	\$268.65	\$52,178.34	\$50,223.38
90	10/1/2031	\$52,178.34	\$1,821.18	\$0.00	\$1,821.18	\$1,560.29	\$260.89	\$50,618.05	\$50,484.27
91	11/1/2031	\$50,618.05	\$1,821.18	\$0.00	\$1,821.18	\$1,568.09	\$253.09	\$49,049.95	\$50,737.36
92	12/1/2031	\$49,049.95	\$1,821.18	\$0.00	\$1,821.18	\$1,575.93	\$245.25	\$47,474.02	\$50,982.61
93	1/1/2032	\$47,474.02	\$1,821.18	\$0.00	\$1,821.18	\$1,583.81	\$237.37	\$45,890.21	\$51,219.98
94	2/1/2032	\$45,890.21	\$1,821.18	\$0.00	\$1,821.18	\$1,591.73	\$229.45	\$44,298.48	\$51,449.44
95	3/1/2032	\$44,298.48	\$1,821.18	\$0.00	\$1,821.18	\$1,599.69	\$221.49	\$42,698.79	\$51,670.93
96	4/1/2032	\$42,698.79	\$1,821.18	\$0.00	\$1,821.18	\$1,607.69	\$213.49	\$41,091.10	\$51,884.42
97	5/1/2032	\$41,091.10	\$1,821.18	\$0.00	\$1,821.18	\$1,615.73	\$205.46	\$39,475.37	\$52,089.88
98	6/1/2032	\$39,475.37	\$1,821.18	\$0.00	\$1,821.18	\$1,623.81	\$197.38	\$37,851.57	\$52,287.25
99	7/1/2032	\$37,851.57	\$1,821.18	\$0.00	\$1,821.18	\$1,631.92	\$189.26	\$36,219.64	\$52,476.51
100	8/1/2032	\$36,219.64	\$1,821.18	\$0.00	\$1,821.18	\$1,640.08	\$181.10	\$34,579.56	\$52,657.61
101	9/1/2032	\$34,579.56	\$1,821.18	\$0.00	\$1,821.18	\$1,648.28	\$172.90	\$32,931.27	\$52,830.51
102	10/1/2032	\$32,931.27	\$1,821.18	\$0.00	\$1,821.18	\$1,656.53	\$164.66	\$31,274.75	\$52,995.16
103	11/1/2032	\$31,274.75	\$1,821.18	\$0.00	\$1,821.18	\$1,664.81	\$156.37	\$29,609.94	\$53,151.54
104	12/1/2032	\$29,609.94	\$1,821.18	\$0.00	\$1,821.18	\$1,673.13	\$148.05	\$27,936.80	\$53,299.59
105	1/1/2033	\$27,936.80	\$1,821.18	\$0.00	\$1,821.18	\$1,681.50	\$139.68	\$26,255.31	\$53,439.27
106	2/1/2033	\$26,255.31	\$1,821.18	\$0.00	\$1,821.18	\$1,689.91	\$131.28	\$24,565.40	\$53,570.55
107	3/1/2033	\$24,565.40	\$1,821.18	\$0.00	\$1,821.18	\$1,698.36	\$122.83	\$22,867.04	\$53,693.37
108	4/1/2033	\$22,867.04	\$1,821.18	\$0.00	\$1,821.18	\$1,706.85	\$114.34	\$21,160.20	\$53,807.71
109	5/1/2033	\$21,160.20	\$1,821.18	\$0.00	\$1,821.18	\$1,715.38	\$105.80	\$19,444.81	\$53,913.51
110	6/1/2033	\$19,444.81	\$1,821.18	\$0.00	\$1,821.18	\$1,723.96	\$97.22	\$17,720.86	\$54,010.74

Payment Number	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
111	7/1/2033	\$17,720.86	\$1,821.18	\$0.00	\$1,821.18	\$1,732.58	\$88.60	\$15,988.28	\$54,099.34
112	8/1/2033	\$15,988.28	\$1,821.18	\$0.00	\$1,821.18	\$1,741.24	\$79.94	\$14,247.04	\$54,179.28
113	9/1/2033	\$14,247.04	\$1,821.18	\$0.00	\$1,821.18	\$1,749.95	\$71.24	\$12,497.09	\$54,250.52
114	10/1/2033	\$12,497.09	\$1,821.18	\$0.00	\$1,821.18	\$1,758.70	\$62.49	\$10,738.39	\$54,313.00
115	11/1/2033	\$10,738.39	\$1,821.18	\$0.00	\$1,821.18	\$1,767.49	\$53.69	\$8,970.90	\$54,366.69
116	12/1/2033	\$8,970.90	\$1,821.18	\$0.00	\$1,821.18	\$1,776.33	\$44.85	\$7,194.57	\$54,411.55
117	1/1/2034	\$7,194.57	\$1,821.18	\$0.00	\$1,821.18	\$1,785.21	\$35.97	\$5,409.36	\$54,447.52
118	2/1/2034	\$5,409.36	\$1,821.18	\$0.00	\$1,821.18	\$1,794.14	\$27.05	\$3,615.23	\$54,474.57
119	3/1/2034	\$3,615.23	\$1,821.18	\$0.00	\$1,821.18	\$1,803.11	\$18.08	\$1,812.12	\$54,492.64
120	4/1/2034	\$1,812.12	\$1,821.18	\$0.00	\$1,812.12	\$1,803.06	\$9.06	\$0.00	\$54,501.70

EXHIBIT B  
LEGAL DESCRIPTION

Lots 1 and 2, Block 3, BONE TRACT, CITY OF MADRAS, recorded September 13, 1947 in Plat Book 2, Page 3, Jefferson County, Oregon. EXCEPT that portion of Lot 1, conveyed to State of Oregon by and through its State Highway Commission, for highway purposes.

After recording, return to:  
Johnnie E. Ertle II and Vicki L. Ertle  
2813 NW Anderson Court  
Bend, OR 97703

Send tax statements to:  
 (same) \_\_\_\_\_

---

## STATUTORY WARRANTY DEED

Jefferson County, a political subdivision of the State of Oregon, Grantor, conveys and warrants to Johnnie E. Ertle, II and Vicki L. Ertle, as tenants by the entirety, Grantee, the following described real property, free and clear of encumbrances except as specifically set forth below, situated in the County of Jefferson, State of Oregon:

A parcel of land lying in the SE¼ of the SE¼ of Section 11, Township 11 South, Range 13 East, W.M., Jefferson County, Oregon and being that property described in that Warranty Deed to the State of Oregon, by and through its Department of Transportation, recorded December 14, 2012 as Instrument No. 2012-4165, Jefferson County Deed Records.

ALSO that property acquired by the State of Oregon, by and through its Department of Transportation and described in that Stipulated General Judgment entered as Case No. 14CV12029, Jefferson County, Oregon, recorded May 23, 2017 as Instrument No. 2017-1946, Jefferson County Deed Records.

EXCEPT therefrom that portion of said property included in a strip of land 14.00 feet in width, lying on the Westerly and Northwesterly side of the constructed center line of the relocated The Dalles-California Highway.

ALSO EXCEPT therefrom that portion of said property lying Southeasterly of the constructed center line of the relocated The Dalles-California Highway.

ALSO EXCEPT therefrom that portion of said property described in that Relinquishment Deed to the City of Madras, recorded September 9, 2019 as Instrument No. 2019-3162, Jefferson County Deed Records.

The constructed center line of the relocated The Dalles-California Highway is described in that Relinquishment Deed to the City of Madras, recorded September 9, 2019 as Instrument No. 2019-3162, Jefferson County Deed Records.

Bearings are based upon County Survey 12-003, Jefferson County Survey Records.

This parcel of land contains 38,042 square feet, more or less.

The true and actual consideration for this conveyance is to modify previously recorded deed restrictions in a statutory warranty deed recorded in Jefferson County Deed Records as document no. 2021-4914 on 10/08/2021 and re-recorded as document 2022-3626 on 09/08/2022 for deed restriction modifications. Subject to Exceptions (Exhibit A) and Deed Restriction (Exhibit B).





EXHIBIT A  
EXCEPTIONS

**Subject to:**

The subject property is under public, charitable, fraternal, or religious organization ownership and is exempt from ad valorem taxation. Any change in ownership prior to delivery of the assessment roll may result in tax liability.

Tax Account No.: 1377, 1378, 11901, 1383, 1379,  
Map No.: 111311DD

The property lies within the boundaries of Deschutes Valley Water District and is subject to any charges or assessments levied by said District, and pipeline easements in connection therewith.

Any easements or rights of way for existing utilities or other rights of way over those portions of said Land lying within the public right of way vacated by resolution or ordinance

Conditions, Reservations and Restrictions as shown on Deed,

Recording Date: February 8, 2021  
Recording No.: 2021-0587

Re-Recording Date: February 9, 2021  
Re-Recording No.: 2021-0601

Unrecorded easement for telephone, sanitary sewer, water, gas, and electrical, as disclosed by survey by H.A. McCoy dated October 7, 2021, Project No. 21-263.

EXHIBIT B  
DEED RESTRICTION

**Seller Buyback Option.** In the event Buyer or its assignee has not Commenced Construction at the Property on or before the date that is thirty-six (36) months following the Closing Date, Seller will have the option to purchase the Property back from the Buyer. "Commenced Construction" means that a building permit has been issued and work has begun on the construction or preparation for construction of the project, but does not include the demolition or removal of the existing structure. At any time no later than sixty (60) days after the date that is thirty-six (36) months following the Closing Date when Buyer has failed to commence construction at the Property as required, Tenant shall have the right to exercise an option to purchase the Property by giving written notice to Buyer of the exercise of such option. The closing date shall be the 60th day after Seller gave Buyer notice of exercise, or the first business day thereafter if the 60th day is a weekend or holiday. The option shall expire, if not exercised, on the 60<sup>th</sup> day following the date that is thirty-six (36) months following the Closing Date when Buyer has failed to commence construction at the Property.

The 36-month buy back option shall be extended relatively in the event of a governmental order to cease construction activities or any other delay in Buyer's receipt of approvals associated with the Property from the Oregon Department of Transportation ODOT or the applicable municipality. The 36-month buy back option shall also be extended to 42-months in the event Buyer has paid for and received all building permits and has paid all applicable System Development Charges imposed by the City of Madras. Upon an extension to 42-months, all other timelines in this section shall be extended relatively. The terms of such purchase shall be as follows:

(a) The purchase price for the Property shall be \$260,000.00 PLUS any hard costs incurred by the Buyer in connection with the Property up to the date of Seller's notice of exercise of the option. Hard costs do not include the cost of demolition of the existing structure or the cost or value of after-acquired property, such as right of way. Hard costs shall not exceed Fifty Thousand and No/100 Dollars (\$50,000), without approval from Seller.

(b) The closing shall take place through an escrow to be established at with the Title Company. Escrow instructions shall be in the form customarily used by Title Company.

(c) Title shall be conveyed by special warranty deed subject to all matters of record, except that the Property shall be subject to no liens or encumbrances except taxes not yet due and payable. Buyer shall have no liability if status of title is unacceptable to Seller. It shall be Seller's responsibility to satisfy itself as to status of title before exercising the option to purchase.

(d) Buyer shall purchase at Buyer's expense a standard owner's policy of title insurance insuring good and clear title in Seller as of the close of escrow, subject only to the standard exceptions in such form of policy, those matters permitted by (c) above, and such other matters as shall be accepted by Seller. Seller will pay any additional cost associated with extended coverage for the owner's policy and any endorsements requested by Seller.

(e) Taxes shall be prorated to close of escrow, each party shall pay one-half of the escrow fees, and all other closing costs shall be allocated in the customary manner.

(f) All other terms and conditions of the sale shall be in accordance with prevailing practices and customs.

BEFORE THE COUNTY COMMISSION OF THE STATE OF OREGON  
FOR THE COUNTY OF JEFFERSON

IN THE MATTER OF AMENDING  
JEFFERSON COUNTY POLICY AND  
PROCEDURE MANUAL, EMPLOYEE  
POLICY 314, LEAVES OF ABSENCE

RESOLUTION NO. \_\_\_\_\_

WHEREAS, the Jefferson County Policy and Procedure Manual currently contains a leave of absence policy; and

WHEREAS, there is a need to clarify elements of leaves of absence to address military leave and other leave without pay; and

WHEREAS, the Jefferson County Board of Commissioners finds it necessary to amend policy 314;

NOW THEREFORE BE IT RESOLVED that the Jefferson County Board of Commissioners hereby amends the Jefferson County Policy and Procedure Manual by replacing policy 314 in its entirety as reflected in Exhibit A.

DATED this 8<sup>th</sup> day of November, 2023.

JEFFERSON COUNTY  
BOARD OF COMMISSIONERS

\_\_\_\_\_  
Kelly Simmelink, Commission Chair

\_\_\_\_\_  
Wayne Fording, Commissioner

\_\_\_\_\_  
Mark Wunsch, Commissioner

## 314. LEAVES OF ABSENCE

### **PURPOSE**

To enable employees to receive extended time away from work to satisfy military service obligations, handle compelling personal business or for an extended illness or injury.

### **DEFINITION**

"Leave of absence" is defined as an excused absence without pay beyond five working days. An absence involving paid time off (i.e. jury duty, paid sick leave or bereavement leave) is not considered a leave of absence.

### **SCOPE**

This policy applies to regular full-time and half-time employees, except those otherwise covered by collective bargaining agreements.

### **POLICY**

Leaves of absence without pay may be granted to regular full-time and half-time employees to maintain continuity of service only in instances where unusual or unavoidable circumstances require prolonged absence. Vacation leave and sick leave will not accrue for the duration of the leave. Leaves of absence beyond 120 days are ordinarily not granted but, under critical circumstances, may be granted upon approval from the Board of County Commissioners.

### 314.a MILITARY LEAVE OF ABSENCE

- ◆ Military Service Leave of Absence (USERRA) An employee who volunteers or is called to active military duty in a branch of the U.S. Armed Forces will be granted a leave of absence according to applicable state and federal law for the period of active duty. Employees who leave County service for military service and return to their position within 90 days after receiving an honorable discharge shall retain their previous service credit date. Employees will not lose service credit as a result of the leave of absence.
- ◆ Public Employees Military Reserve Training. (ORS 408.290) Employees with less than 6 months of continuous service who are on active military reserve training may take up to 15 calendar days of unpaid leave per federal fiscal year for military training. Employees with 6 months or more of continuous service with Jefferson County are entitled to a maximum of 15 training days without loss of time, pay or regular leave and without impairment of other rights or benefits to which the employee is entitled.
- ◆ Oregon Military Family Leave Act (OMFLA) is provided by state law for eligible employees to spend time with a spouse or same gender domestic partner who is in the military and has been notified of an impending call or order to active duty or who is on leave from deployment during a period of military conflict. OMFLA leave is limited to 14 days per deployment and may be counted against an employee's OFLA leave bank, if the employee has met OFLA eligibility, if not the days will not count against the OFLA bank. If the OFLA bank is exhausted OMFLA is still available. Employees requesting OMFLA must provide notice of intent to take leave within five (5) business days of receiving official notice or order to active duty, or as soon as practicable.
- ◆ Reinstatement  
Upon return from a military service leave of absence, employees will be reinstated according to applicable law. Upon return from a personal leave of absence, employees will be reinstated in the following priority of position reassignment: first, the prior position, if available; next a comparable position, within the department, for which the employee is qualified, if available; then, a lesser position, within the department, for which the employee is qualified. If no work is available according to the reassignment priorities listed above, the employee will be separated.

### **314.b PERSONAL LEAVE OF ABSENCE**

- ◆ Personal Leave of Absence (PLOA). A personal leave of absence to handle compelling personal business may be granted to regular, full-time and half-time employees. Length of a personal leave of absence may range from five (5) to ninety (90) unpaid consecutive calendar days.
- ◆ To be eligible, the employee must have maintained a satisfactory record of employment with the County for a minimum of one year to request this leave. Employees must use all accrued vacation before a personal leave of absence commences.
- ◆ A PLOA is approved at the discretion of the employee's Department Director/Elected Official and County Administrative Officer. The employee must be available to return to regular employment on or before the expiration date of the leave. A PLOA extension can be requested, but leave will not be granted beyond 120 days in one calendar year.
- ◆ Leaves of absence without pay, are not to exceed 90 calendar days, though extensions may be granted upon establishment of reasonable justification thereof in instances where the work of the department will not be seriously handicapped by the temporary absence of the employee. Requests for such leaves must be in writing. Normally such leave will not be approved for any employee for the purpose of accepting employment outside the service of the county.
- ◆ Any employee who has been granted such a leave of absence and who, for any reason, fails to return to work at the expiration of said leave of absence, shall be considered as having resigned his position with the County unless the employee, prior to expiration of his leave of absence, has made application for and has been granted an extension of said leave of absence or has furnished evidence that he is unable to return to work.
- ◆ Employees on unprotected leaves will be responsible for the entire portion of the premium costs for healthcare unless specified otherwise by state or federal law.
- ◆ Health benefit continuation while on unpaid leave will follow federal law, including COBRA, and the rules of the plan.
- ◆ Ancillary benefits continuation may be arranged at the discretion of the employer, according to benefit plan rules, and premium payments will be made direct to Jefferson County Finance.
- ◆ Accruals of paid time off will follow state law, County policy and the rules of applicable collective bargaining agreements.

### **314.c SICK LEAVE WITHOUT PAY**

- ◆ Sick Leave Without Pay (SLWOP). Upon application by the employee, sick leave without pay may be granted by the County for the remaining period of disability after all accrued leave has been exhausted. The County may require that the employee submit a certificate from a physician periodically during the period of such disability.
- ◆ SLWOP is approved at the discretion of the employee's Department Director/Elected Official and County Administrative Officer. The employee must be available to return to regular employment on or before the expiration date of the leave. An extension can be requested, but leave will not be granted beyond 120 days in one calendar year.
- ◆ Health benefit continuation (including VEBA) while on unpaid leave will follow state and federal law, the rules of the plan, County policy and applicable collective bargaining agreements.
- ◆ Ancillary benefits continuation may be arranged at the discretion of the employer, according to benefit plan rules.
- ◆ Benefit premium payments will be made direct to Jefferson County Finance.
- ◆ Accruals of paid time off will follow state law, county policy and the rules of applicable collective bargaining agreements.

BEFORE THE BOARD OF THE COUNTY COMMISSIONERS  
FOR THE COUNTY OF JEFFERSON

IN THE MATTER OF SETTING THE  
COMPENSATION OF AN EMPLOYEE

}  
} SALARY ORDER NO. \_\_\_\_\_

WHEREAS, a department Director has informed the Board of Commissioners of the need to employ an individual and set the compensation of said employee within that Department, and

WHEREAS, pursuant to ORS 204.116, the Board of Commissioners sets salaries and authorizes the employment of personnel.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT the following person be employed by Jefferson County, and the Board of Commissioners incorporate with this Order the particular details relevant to the employment of this person as set forth below:

Employee Name: Emily Lee Offer Date: 10/30/2023 Start Date: 11/13/2023  
Position: Permit Technician II Department: Community Development Grade: 15D Step: 10  
Wages: Per Hour: \$23.79 Per Month: \$4,139.46 Annual: \$49,670.06 Hours per Week: 40  
Leave Benefits (hours per month): Vacation: 8 Sick: 8 Admin: 0 Wage Matrix: (A/B) B  
Probation Period: 9 Months Benefits Group: SW Residency Required: (Yes/No) No

Other Benefits or conditions not stated above:

As a current OPSRP member, you will begin paying PERS IAP starting with your first pay-period. PERS IAP Contribution currently at 6%.

This position IS  or IS NOT  exempt from overtime and/or compensatory time-off (pick one). A management or supervisory position is exempt from overtime and may be required to work more hours than specified as a condition of employment and will not be compensated for those extra hours.

I, Emily Lee, accept the above tentative job offer terms and conditions of employment. I understand that this offer of employment constitutes the entire employment offer made by Jefferson County and that this job offer is not final until the Board of Commissioners approves this order. In accepting the offer of employment, I certify my understanding that employment will be on an at-will basis.

Employee Signature: Emily R. Lee Date: 11/1/23

APPROVED, ADOPTED, AND ORDERED this \_\_\_\_\_ day of \_\_\_\_\_,

ATTEST: BOARD OF COMMISSIONERS  
Department Director: D. Scott Edin Commissioner, Chair: \_\_\_\_\_  
Finance Director: [Signature] Commissioner: \_\_\_\_\_  
County Administrative Officer: [Signature] Commissioner: \_\_\_\_\_

PERS ENROLLMENT DATES: QUALIFYING \_\_\_\_\_ START \_\_\_\_\_  
GL BUDGET LINE ITEM: 504-101-510-1014 ANNIVERSARY DATE: \_\_\_\_\_  
30 FTE  
505-101-510-1014 .70 FTE

Jefferson County	Position Description
Position: <b>Permit Technician II</b>	FLSA: <b>Non-exempt</b>
Department: <b>Community Development</b>	Salary Grade: <b>Grade 15 (D)</b>
Bargaining Unit: <b>Service Workers</b>	Status: <b>Full Time</b>

### Summary

The Permit Technician II is a key public relations position in the Community Development Department, with a key role in creating a positive, welcoming, and productive environment for the public and other staff.

The Permit Technician II assists the public regarding building and development permit processes administered by the Community Development Department, including issuing permits, calculating and receipting fees, coordinating permit applications and issuance of building permits, scheduling inspections, and performing general office duties. The position also supports and assists other department staff under the direction of the Administrative Supervisor. Provides direction to Permit Technician I.

### Distinguishing Characteristics

The Permit Technician II works under the general supervision of the Community Development Director and directly under the Community Development Administrative Supervisor. This position processes and maintains County applications and assists customers with septic, building, and planning needs.

Permit Technician I is the first step in the Community Development Technician series. Permit Technician II is distinguished from Permit Technician I in that the first level requires only entry-level knowledge of permit application requirements and State and local codes and regulations. The Permit Technician II classification requires the incumbent to be at the journey level with a thorough understanding of permit application requirements and State and local codes and regulations. Permit Technician I and II are flexible staffing classifications. Incumbents are considered to be on continuing training status and expected to work towards the Permit Technician III skill level.

### Essential Duties and Responsibilities

- Answer customer questions regarding septic, building, or planning needs.
- Interpret and obtain information from plans and maps for the Community Development Department.
- Receive residential and small commercial applications from customers, review information, and process for approval.
- Accept information regarding complaints of violations and forward it to the appropriate staff member.
- Assist contractors and property owners with questions regarding the construction of septic systems.
- Assist realtors and appraisers with property information and permit history research.
- Receive and route visitors and incoming telephone calls on a multi-line phone system.
- Input application data into the permit system, process payments, review for completeness of permit application, and generate permits.
- Perform routine clerical duties such as sorting and distributing mail, filing, and scheduling inspections.
- Assist in other areas as needed per the Community Development Administrative Supervisor.
- Regular attendance is an essential function of the position.

### Qualifications



**Knowledge and Skills**

Knowledge of basic math, including adding, subtracting, multiplying, dividing, and using a ten-key calculator accurately. Knowledge of procedures of specialty permit programs and permit processes. Knowledge of federal and state laws and regulations relating to the program area. Knowledge of architectural, engineering, construction, and development terminology and symbols applicable to assigned permit-processing responsibilities. Great oral communication skills. Superior cash handling skills.

**Abilities**

Must communicate effectively with other employees, jurisdictions, and the general public using tact, courtesy, and good judgment. Ability to work with high accuracy and attention to detail to meet deadlines. Ability to read and interpret information on varied technical documents, maps, and records. Perform detailed work thoroughly, neatly, accurately, and efficiently.

**Physical Abilities**

Ability to sit, work at a computer screen, and use rapid finger, hand, and arm movement for extended periods. Ability to stand, bend, stoop, and kneel.

**Education and Experience**

High School Diploma or GED equivalent. Three (3) years of progressively responsible clerical, administrative support, or clerical experience, including directly working with the general public.

**Licenses and Certificates**

Technician II must obtain the ICC (International Code Council) Permit Tech Certification within twelve (12) months of employment.

**Working Conditions**

Work is performed mainly indoors, where some safety considerations exist from physical labor and handling of light-to-medium weight yet awkward materials.

**Probationary Requirement**

This position is based on the successful completion of a nine-month probationary period.

Modified on: September 18, 2023

Emiley R. Lee  
Employee Signature

11/1/23  
Date Signed

D. Scott Edwards  
Supervisor Signature

11/1/23  
Date Signed

Jefferson County

Position Description

Position: <b>Human Resource (HR) Director</b>	FLSA: <b>Exempt</b>
Department: <b>General Administration</b>	Salary Grade: <b>Grade 30 (non-county resident), Grade 31 (county resident)</b>
Classification: <b>Non-Represented</b>	Status: <b>Full Time</b>

**Summary**

The Human Resource (“HR”) Director serves as the first point of contact for all Human Resources operations. This position is responsible for reliably handling and safeguarding sensitive Human Resource and collective bargaining information and provide technical assistance to applicants and employees, initiates and prepares personnel paperwork. Provides support for other operational affairs as needed in the County Commissioners office. The position supervises Human Resources Department employees.

**Distinguishing Characteristics**

This position works under the County Administrative Officer and receives directions from County Counsel. The HR Director supports and assists in the processing, routing, and tracking of personnel and benefit information, including the maintenance of benefit and human resource (personnel) files and the preparation of fiscal reports, collective bargaining financial analysis, and preparing salary comparability analysis. Exercises a high level of independence combined with professional judgment related to established policy, procedures and guidelines.

**Essential Duties and Responsibilities**

- Greets public and other staff in a courteous and professional manner in person, telephone, email, or via public social media.
- Develops, tracks and manages job descriptions, announcements and advertising efforts amongst department recruitment efforts. Serves on task forces, committees and interview panels as needed.
- Maintains and updates Human Resources webpage.
- Researches and prepares analysis on legislation, regulations and law changes that impact HR practices and County policies/procedures.
- Provides assistance to departments with progressive discipline, due process and/or layoff procedures as assigned.
- Prepares and maintains forms, letters, records, logs and files regarding human resources records management and notices required by law.
- Conducts new employee orientation, and assists with retirements, retention and terminations.
- Assists supervisors on employee rights, benefits, personnel policy administration, collective bargaining agreements, problem solving, conflict resolution and recruitment matters.
- Conducts investigations, inquiries, and assessments of employment related issues as needed. Prepares investigative reports; and makes effective recommendations for action.
- Manages the administration of employee benefit programs, including health, dental, optical, Deferred Compensation, Cafeteria Plans (H.S.A. & VEBA), sick leave, vacation leave, comp time, FMLA/OFLA leave, ADA, workers’ compensation and other similar employee benefits.
- Reviews, tracks and maintains records in regards to state, federal or public records requests in regards to employment data or verification.

- Acts as Chair of the County Safety and Wellness Committee (or may designate a qualified representative).
- Tracks and maintains workers' compensation claims and maintains records to compile annual workers' compensation audit report.
- Reviews, tracks and maintains volunteer records and ensures hours are tracked and is in adherence with County volunteer policies. Acts as designated "Human Resource Officer" per the County personnel manual.
- Maintains personnel files and records. Manages document retention and destruction of personnel files in compliance with applicable laws. Compiles reports required by the Equal Employment Opportunity Commission or similar agencies.
- Sets up employees in group health insurance and other appropriate benefit programs.
- Confirms benefit and insurance billings each month are consistent with Payroll records for any changes made with employees. Provides information regarding Affordable Care Act ("ACA") data to third-party vendors and/or completes necessary ACA reporting requirements.
- Submits employee benefits and changes in pay to Finance for payroll processing.
- Monitors required periodic employee evaluations to ensure Department Directors/Elected Officials or supervising staff follow through on evaluations.
- Researches and develops periodic personnel training programs for Department Directors/Elected Officials.
- Assists County Counsel and County Administrative Officers in evaluating changes to collective bargaining agreements and grievances as part of the County's negotiation team.
- Recommends applicable changes to collective bargaining contracts, personnel policy rules and regulations; and, implements changes by notifying appropriate departments and offices.
- Responsible for the development of countywide policies and procedures as they relate to personnel; assesses the priority and impact of proposed policies and procedures, and interprets and communicates these policies to elected officials, department heads, employees, and the community.
- May act as Public Information Officer.
- Acts as the ADA Coordinator to facilitate the receipt of complaints.
- Attends meetings, trainings and conferences pertaining to assigned duties.
- Performs other duties as assigned that support the overall objective of the position and department.
- Regular attendance is an essential function of the position.

## **Qualifications**

### **Knowledge and Skills**

Knowledge of principles and practices of human resources including recruitment, selection, classification, compensation; federal, state and local laws and ordinances including but not limited to Family Medical Leave Act, Equal Employment Law, ADA, Workers Compensation, and other employment law and guidelines; investigative and fact-finding practices; and principles and techniques of supervision.; knowledge of state and federal employment laws, regulations and procedures. Advanced personal computer skills in spreadsheets, databases and automated human resource systems, as well as a basic understanding of computer operations.

### **Abilities**

The ability to maintain cooperative working relationships with the public, job applicants, union officials and professionals in a variety of agencies, boards and staff. Ability to communicate clearly accurately and concisely both orally and in writing. Ability to meet the public and discuss problems and complaints tactfully and effectively. Ability to analyze reports, policy and procedures, and business correspondence with close attention to accuracy and detail. The ability to use resources effectively

and efficiently. Requires the ability to maintain appropriate confidentiality. Requires the ability to exercise tact and diplomacy in dealing with sensitive, complex, and confidential personnel issues. Able to remain calm and use good judgment during confrontational or high-pressure situations. Must pass a criminal history background investigation; however, conviction of a crime may not necessarily disqualify an individual for this position.

**Physical Abilities**

The ability to sit at a computer screen using rapid arm, hand and finger movement for extended periods of time. The ability to stand, stoop, bend, kneel or crawl when required. The ability to lift, push or pull up to 30 lbs occasionally. Ability to engage in conversations over the phone and in-person.

**Education and Experience**

Requires the equivalent education to completion of a Bachelor’s degree with major course work in human resources, business, public administration, organizational development or directly related field and four years of relevant experience in human resource management, or any equivalent combination of experience and training. Prior work experience may be substituted for degree. Two years’ experience preferred in public sector human resources.

**Supervision of Employees**

HR Director will be responsible for a full range of supervisory responsibilities, including providing daily work direction and making substantive recommendations regarding hiring, disciplining and terminating employees, making pay adjustments, conducting performance appraisals, approving absences, and/or making employee job/assignment changes. Typically, would supervise nonexempt personnel doing similar types of work. The supervisory span will usually cover a moderate number of individuals but could be a smaller number of more specialized specialists or generalists.

**Licenses and Certificates**

Ability to acquire and maintain a valid Oregon Driver’s License with an acceptable driving record. Preference for candidates certified as a Professional in Human Resources (PHR) or Senior Professional in Human Resources (SPHR).

**Working Conditions**

Work is performed indoors where some safety considerations exist from physical labor and handling of light-to-medium weight, yet, awkward materials. Required to maintain Jefferson County residency as a condition of salary grade 31.

**Probationary Requirement**

This position is based on the successful completion of a twelve-month probationary period.

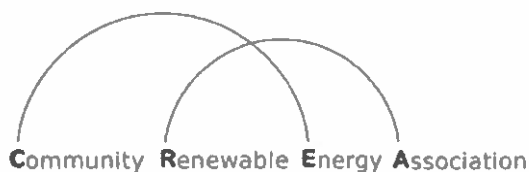
**Modified on: November 8, 2023**

\_\_\_\_\_  
**Employee Signature**

\_\_\_\_\_  
**Date Signed**

\_\_\_\_\_  
**Supervisor Signature**

\_\_\_\_\_  
**Date Signed**



## CREA Membership Application County/City/Govt. Entity

**EntityName:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_  
**Contact Person:** \_\_\_\_\_ **Phone:** \_\_\_\_\_  
**E-mail:** \_\_\_\_\_

**Type of Energy**

**Geothermal**    **Biomass**    **Solar**    **Wave**    **Wind**    **Other:** \_\_\_\_\_  
                   

**MEMBERSHIP TYPE (\* = county paying \$20,000 SIP)**

Cities Pop.	Cities Pop.	Counties Gen in Co.	Counties Gen in Co.	Counties Gen in Co.	Counties Gen in Co.	Counties Gen in Co.
>50,000	<50,000	0 MW	up to 10 MW	10.1 - 50 MW	50.1 - 101 MW*	101 MW*
\$250/yr	\$500/yr	\$250/yr	\$1,500/yr	\$2,500/yr	>\$20,000 SIP	<\$20,000 SIP
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

\* Payments are contained through SIP Agreements

**ADDITIONAL INFORMATION**

(Member names, special information, etc.)

\_\_\_\_\_

**APPLICANT NAME**

**Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Please send completed form and check or money order to: Community Renewable Energy Association  
802 Chenoweth Loop: The Dalles, OR 97058

Contact email: [admin@community-renewables.org](mailto:admin@community-renewables.org)

**\* Irrigation Districts follow the same generation/dues model as Counties.**