

AGENDA

JEFFERSON COUNTY
BOARD OF COMMISSIONERS MEETING
MARCH 6, 2024
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 Sheriff's Semi-Annual Update.
2. Call to Order/Pledge of Allegiance/Invocation
3. Presentations/Awards
4. Changes to the Agenda (Consideration of Submission of Late Items)
 - 4.1 Partition Plat for Gregory & Candice Wing by Jason Simes - signed by Commission Chair.
 - 4.2 Fair Vendor Fee Increases - approved by Commission.
[4.2.pdf](#)
5. 9:00 A.M. - Citizen Comments
6. Consent Agenda *(The items on the Consent Agenda are considered routine and will all be adopted in one motion unless a Board member or person in the audience requests, before the vote on the motion, to have the item considered separately. If any item is removed from the Consent Agenda,*

the item will be taken up immediately following the vote on the remaining items)

6.1 February 2024 Accounts Payable Paid February 2024 in the amount of \$142,395.94 - signed by Commission.

[6.1.pdf](#)

6.2 Certificate of Right to Burial, Certificate No. 2093 and GB192 through GB194 - signed by Commission.

[6.2.pdf](#)

6.3 Action Minutes for February 28 & 29, 2024 - signed by Commission.

[6.3.pdf](#)

6.4 Oregon Department of Emergency Management, Emergency Management Performance Grant, CFDA #97.042 - acknowledged by Commission.

[6.4.pdf](#)

7. Scheduled Appointments, Action Items, and Public Hearings

7.1 9:30 a.m. - Global Grant Services.

8. Action Items

8.1 Purchase Requisition Form for John Deere 1600 Turbo Terrain Cut Commercial Wide-Area Mower - signed by Commission.

[8.1.pdf](#)

8.2 Updated Fair Complex Rental Fee Schedule - approved by Commission.

[8.2.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)

13. Commission Discussion Items

14. Announcements/Notification of additional Commission Meetings

15. Executive Session

16. Adjourn

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):
Fairgrounds- Fair vendor fee increase

Department: Buildings & Grounds **Date Submitted:** 3/05/2024
Contact Person: Tony Anderson **Phone:** 541-475-6288
Effective Dates of Contract/Grant/ Proposal: April 1, 2024
Amount of Contract/Grant/Proposal: _____ **Requested Agenda Date:** 3/6/2024

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

AGENDA ITEM BRIEF DESCRIPTION:

BACKGROUND/SUMMARY STATEMENT:
Rates have not increased since 2018.

RECOMMENDATION: (i.e., Discussion, Discussion/Action, Introduction, Presentation, or Information)
Approve new Fair vendor rate schedule for Fairgrounds

REQUESTED ACTION: (Exact action requested of Commissioners in the form of a motion)
Move to approve 2024 rate schedule for Fair vendors attending Jefferson County Fairgrounds

ATTACHMENTS: 2020 Rate Sheet and 2024 Rate Sheet

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

2024 Fair Vendor Application

The Jefferson County Fair operates July 24 to 27, with setup days being July 22 and 23 for most vendors. If you are approved, you will be assigned a date and time to set your space up. For information email smobley@jeffco.net

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Page 2

All contact information must be complete or your application will not be accepted.

Business Name *

Applicant Name *

First

Last

To all Food, Commercial Vendors & Exhibitors:

What: 2024 Jefferson County Fair & Rodeo, July 24 through 27

Setup: Monday, July 22 and Tuesday, July 23

Commercial Building Hours: 11:00 am - 9:00 pm daily

Fair Hours: 10:00 AM - 11:00 PM Daily

Breakdown: Sunday, July 28, will be breakdown and cleanup day. **NO EARLY DEPARTURES!**

Fairgrounds Office will open at 9:00 am and close at 12 noon Sunday for teardown.

In the event that we are not able to hold a traditional fair deposits for commercial vendors will be refunded.

The following is our 2024 fee schedule:

Deposit required for all vendors. Must be sent with application.	\$250
Indoor exhibit (8'x10') per space First come first served ~ Limited Spaces (deadline is July 1)	\$150
Standard food concession space - up to 20' frontage plus 20% of gross receipts. Cash register with z-tape capability required.	\$150
Outdoor exhibit (10'x10') per space First come first served ~ Limited Spaces (deadline is July 7) NOTE-Additional 10'x10' space at \$200 per.	\$250

Guidelines & Rules:

- No vehicles or RV rigs allowed to park next to your exhibit or booth area. Must be in RV Park or in Dry Camping Lot unless special arrangements have been made.
- No dogs or animals in, or around, your exhibit or booth area (fair area perimeter)
- All servicing of your exhibit or booth area will be done before 10:00 am; all service vehicles must be removed by then. In the event that restocking is required during the day, please contact the fair staff for

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If you are approved, you will be assigned a date and time to set your space up. For information email smobley@jeffco.net



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Fairgrounds Office will open at 9:00 am and close at 12 noon Sunday for teardown.

In the event that we are not able to hold a traditional fair deposits for commercial vendors will be refunded.

The following is our 2024 fee schedule:

Deposit required for all vendors. Must be sent with application.	\$50
Indoor exhibit (8'x10') per space First come first served - Limited Spaces (deadline is July 1)	\$100
Standard food concession space - up to 20' frontage plus 18% of gross receipts. Cash register with z-tape capability required.	\$100
Outdoor exhibit (10'x10') per space First come first served - Limited Spaces (deadline is July 7)	\$150

Guidelines & Rules:

- No vehicles or RV rigs allowed to park next to your exhibit or booth area. Must be in RV Park or in Dry Camping Lot unless special arrangements have been made.
- No dogs or animals in, or around, your exhibit or booth area (fair area perimeter)
- All servicing of your exhibit or booth area will be done before 10:00 am; all service vehicles must be removed by then. In the event that restocking is required during the day, please contact the fair staff for

**February 2024 Accounts Payable
Paid February 2024
Umpqua Bank Issued Checks**

It is hereby ordered that check number 49699 to 49711 be paid totaling \$142,395.94

FUND	FUND NAME	AMOUNT ISSUED	VOIDED	TOTAL EXPENSE
101	GENERAL FUND	\$25,654.76		\$25,654.76
202	PUBLIC WORKS	\$137.85		\$137.85
210	EMERGENCY COMMUNICATIONS	\$1,406.08		\$1,406.08
218	FAIR	\$1,612.55		\$1,612.55
219	VICTIM'S ASSISTANCE	\$3,373.94		\$3,373.94
230	RURAL DOMESTIC VIOLENCE	\$2,442.92		\$2,442.92
254	CJ - ADULT	\$5,524.99		\$5,524.99
265	JAIL	\$224.40		\$224.40
507	CAR POOL	\$100,333.00		\$100,333.00
508	RV PARK	\$1,685.45		\$1,685.45
TOTAL		\$142,395.94	\$0.00	\$142,395.94

Claims approved and checks dated: 2/23/2024

I, Jeff Rasmussen, hereby attest the above amounts and check numbers are correct.

Jeff Rasmussen, County Administrative Officer

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 = 02/23/2024

Vendor Number	Vendor Name	Invoice Date	Invoice Number	Description	Net Invoice Amount	GL Activity Number	GL Period
90199	AMERICAN FIDELITY AD	11/15/2023	67148	Time & Eligibility Monthly Fee - No	105.40		224
90199	AMERICAN FIDELITY AD	12/15/2023	67614	Time & Eligibility Monthly Fee - De	105.40		224
90199	AMERICAN FIDELITY AD	02/16/2024	68567	Time & Eligibility Monthly Fees - F	105.40		224
2381	BUENA VIDA COUNSELIN	02/15/2024	2/15/2024	Group Fee / Individual Fee	3,400.00		224
1926	CENTRAL AND EASTERN	02/06/2024	1129	Consortium Administrative Service	700.00		224
6238	DAY WIRELESS SYSTEM	02/20/2024	#INV813474	SITE-RECURRING Bill Gray Butt	1,243.84		224
6238	DAY WIRELESS SYSTEM	02/20/2024	#INV813502	SITE Recurring Bill Grizzly Butte	162.24		224
2157	DESCHUTES COUNTY	02/05/2024	4030	Detention Feb 2024	5,040.00		224
2545	EBERHARD'S DAIRY PRO	02/16/2024	1597143	1/2 PT 1% Milk - 5 Cases	112.20		224
2545	EBERHARD'S DAIRY PRO	02/20/2024	1597430	1/2 PT 1% Milk - 5 Cases	112.20		224
3235	ELEVEN DIGITS INC	02/15/2024	6269	Services - Clean Health Departme	2,392.00		224
3624	FRED RAFILSON	02/15/2024	0215	Sheriff's Office Psychological Eval	650.00		224
3625	LIQUID TECHNOLOGIES	02/14/2024	INV137	T-Top Inboard Jet & trailer/Center	100,333.00		224
194	MID OREGON PERSONN	02/09/2024	21431	Luz Donis - general Labor 60.75hr	1,908.77	19	224
194	MID OREGON PERSONN	02/09/2024	21431	Jared Holliday - General Labor 15	388.20		224
194	MID OREGON PERSONN	02/09/2024	21431	Kaarin Forester - General Labor 2	1,921.59		224
194	MID OREGON PERSONN	02/09/2024	21431	Danielle M Martell - General Labo	888.01		224
194	MID OREGON PERSONN	02/09/2024	21431	Mekaela Walters - General Labor	3,373.94	39	224
194	MID OREGON PERSONN	02/09/2024	21431	Mekaela Walters - General Labor	1,124.64		224
194	MID OREGON PERSONN	02/09/2024	21431	David Perlow - General Labor 72.	4,011.12		224
194	MID OREGON PERSONN	02/09/2024	21433	Payroll for M. Beeler	2,124.99		224
194	MID OREGON PERSONN	02/13/2024	21468	Jeffco VAO - Luz Donis - General	534.15	19	224
194	MID OREGON PERSONN	02/13/2024	24-02-007	Pre-Emp Background Check Reth	102.85		224
194	MID OREGON PERSONN	02/13/2024	24-02-007	Pre-Emp Drug Screen Retherford	35.00		224
6889	NORCOR	01/31/2024	40245	Detention	8,118.00		224
1068	OREGON STATE POLICE	02/06/2024	ARZ17096	7 Concealed Handgun License -	105.00		224
142	PACIFIC POWER	02/08/2024	25754331 006	electric	1,685.45		224
142	PACIFIC POWER	02/08/2024	25754331-002	electric	12.31		224
142	PACIFIC POWER	02/08/2024	25754331-003	electric	1,600.24		224
Grand Totals:					142,395.94		

Dated _____

Finance Director _____

Kelly Simmelink _____

Wayne Fording _____

Mark Wunsch _____

County Administrator _____

Certificate No. 2093

Certificate of Right to Burial

Jefferson County
430 SW Fairgrounds Road
Madras OR 97741

Esteban Gamboa
7420 Grenfell Drive
Las Vegas NV 89129

This is to certify that Esteban Gamboa, 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 - 50 Lot A Grave 2

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 February 21, 2024

JEFFERSON COUNTY COMMISSION:

Commission Chair

Commissioner

Commissioner

Before Me: _____

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

Official Stamp:

Certificate No. GB192

Certificate of Right to Burial

Jefferson County
430 SW Fairgrounds Road
Madras OR 97741

Bambi Lopez-Rodriguez
PO Box 1298
Warm Springs OR 97762

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

Block 8

Lot 14 Grave 4

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 February 15, 2024

JEFFERSON COUNTY COMMISSION:

Commission Chair

Commissioner

Commissioner

Before Me: _____

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

Official Stamp:

Certificate No. GB193

Certificate of Right to Burial

Jefferson County
430 SW Fairgrounds Road
Madras OR 97741

Jay Gunnell
10200 SW Feather Drive
Culver OR 97734

This is to certify that Jay Gunnell, 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 3

Lot 10 Grave 7

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 February 26, 2024

JEFFERSON COUNTY COMMISSION:

Commission Chair

Commissioner

Commissioner

Before Me: _____

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

Official Stamp:

Certificate No. GB194

Certificate of Right to Burial

Jefferson County
430 SW Fairgrounds Road
Madras OR 97741

Sandra Ihrig
385 Geneva Street
Culver OR 97734

This is to certify that Sandra Ihrig, 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 4

Lot 11 Grave 3

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 February 28, 2024

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 February 28, 2024

- 1) Administrative Session (8:15)
 - 1.1 County Assessor & GIS Annual Update.
 - 1.2 Community Development Department Planning Update.
 - 1.3 County Treasurer Monthly Financial Report & Investment Committee.
- 2) Call to Order/Pledge of Allegiance/Invocation
- 3) Presentations/Awards
- 4) Changes to the Agenda (Consideration of Submission of Late Items)
 - 4.1 2024 OVW Rural Domestic Violence, Dating Violence, Sexual Assault, and Stalking Program Grant Letter of Intent - signed by Commission Chair.

Kelly Simmelink made a motion to approve the 2024 OVW Rural Domestic Violence, Dating Violence, Sexual Assault, and Stalking Program Grant Letter of Intent. Seconded by Mark Wunsch. The motion CARRIED. (Ayes - Kelly Simmelink, Wayne Fording, Mark Wunsch; Nays None)

- 4.2 Salary Order for John Russo, Sheriff's Office Special Reserve Deputy - signed by Commission.

Kelly Simmelink made a motion to approve the Salary Order for John Russo, Sheriff's Office Special Reserve Deputy. Seconded by Mark Wunsch. The motion CARRIED. (Ayes - Kelly Simmelink, Wayne Fording, Mark Wunsch; Nays None)

- 4.3 Salary Order for Brandon Delanoy, Corrections Deputy, Grade CD1, Step 1 - signed by Commission.

Mark Wunsch made a motion to approve the Salary Order for Brandon Delanoy, Corrections Deputy, Grade CD1, Step 1. Seconded by Kelly Simmelink. The motion CARRIED. (Ayes - Kelly Simmelink, Wayne Fording, Mark Wunsch; Nays None)

- 4.4 Salary Order for Chad Chase, Patrol Deputy, Grade PD1, Step 8 - signed by Commission.

Mark Wunsch made a motion to approve the Salary Order for Chad Chase, Patrol Deputy, Grade PD1, Step 8. Seconded by Kelly Simmelink. The motion CARRIED. (Ayes - Kelly Simmelink, Wayne Fording, Mark Wunsch; Nays None)

4.5 Salary Order for Josh Caphart, Patrol Deputy, Grade PD1, Step 7 - signed by Commission.

Mark Wunsch made a motion to approve the Salary Order for Josh Caphart, Patrol Deputy, Grade PD1, Step 7. Seconded by Kelly Simmelink. The motion CARRIED. (Ayes - Kelly Simmelink, Wayne Fording, Mark Wunsch; Nays None)

4.6 Lease Agreement between Jefferson County and Xerox for the Clerk's Office - signed by Commission Chair.

Kelly Simmelink made a motion to approve the Lease Agreement between Jefferson County and Xerox for the Clerk's Office. Seconded by Mark Wunsch. The motion CARRIED. (Ayes - Kelly Simmelink, Wayne Fording, Mark Wunsch; Nays None)

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

6) Consent Agenda

6.1 February 2024 Accounts Payable Paid February 2024 in the amount of \$258,695.05 - signed by Commission.

6.2 Certificate of Right to Burial, Certificate No. 2092 - signed by Commission.

6.3 Action Minutes for February 14, 2024 - signed by Commission.

6.4 February 20, 2024 letter to Senator Merkley - acknowledged by Commission.

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

7) Scheduled Appointments, Action Items, and Public Hearings

7.1 9:15 a.m. - Oregon Living With Fire Update.

7.2 9:30 a.m. - Public Hearing - Casefile 23-PA-005 Madras Urban Growth Boundary Adjustment.

Public hearing opened at 9:30 a.m. and closed at 9:40 a.m.

7.3 10:00 a.m. - Move Oregon's Border - Greater Idaho Semi-Annual Meeting.

7.4 10:30 a.m. - Executive Session - ORS 192.660(2)(e) - Real Property Transactions.

Executive Session began at 10:35 a.m. and ended at 10:47 a.m.

7.5 10:45 a.m. - Executive Session - ORS 192.660(2)(h) - Advice of Counsel.

Executive Session began at 10:47 a.m. and ended at 10:58 a.m.

8) Action Items

8.1 Personal Services Contract between Jefferson County and Kittelson & Associates, Inc. - signed by Commission.

Mark Wunsch made a motion to approve the Personal Services Contract between Jefferson County and Kittelson & Associates, Inc. Seconded by Kelly Simmelink. The motion CARRIED. (Ayes - Kelly Simmelink, Wayne Fording, Mark Wunsch; Nays None)

8.2 Intergovernmental Agreement between Jefferson County and North Central Public Health District - signed by Commission.

Mark Wunsch made a motion to approve the Intergovernmental Agreement between Jefferson County and North Central Public Health District. Seconded by Kelly Simmelink. The motion CARRIED. (Ayes - Kelly Simmelink, Wayne Fording, Mark Wunsch; Nays None)

8.3 First Amendment to Loan Agreement 0069, Jefferson County, J Street - Willow Creek Bridge - signed by Commission Chair.

Kelly Simmelink made a motion to approve the First Amendment to Loan Agreement 0069, Jefferson County, J Street - Willow Creek Bridge. Seconded by Mark Wunsch. The motion CARRIED. (Ayes - Kelly Simmelink, Wayne Fording, Mark Wunsch; Nays None)

8.4 Salary Change Order for Gabe Soliz - signed by Commission.

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

8.5 Ordinance In the Matter of Amending the Jefferson County Comprehensive Plan and Zoning Map to Adjust the City of Madras Urban Growth Boundary and Declaring an Emergency; Casefile 23-PA-05 - signed by Commission.

Mark Wunsch made a motion to approve the Ordinance In the Matter of Amending the Jefferson County Comprehensive Plan and Zoning Map to Adjust the City of Madras Urban Growth Boundary and Declaring an Emergency; Casefile 23-PA-05. Seconded by Kelly Simmelink. The motion CARRIED. (Ayes - Kelly Simmelink, Wayne Fording, Mark Wunsch; Nays None)

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

9.1 Request for 90-day Waiver for Sheriff's Office.

Kelly Simmelink made a motion to approve the Request for 90-day Waiver for Sheriff's Office Business Manager. Seconded by Mark Wunsch. The motion CARRIED. (Ayes - Kelly Simmelink, Wayne Fording, Mark Wunsch; Nays None)

9.2 Carpool Request for Sheriff's Office.

*To be addressed at a future date.*10) Department Heads Report(s)/Request(s)11) County Counsel Report(s)/Request(s)12) County Administrative Officer Report(s)/Request(s)13) Commission Discussion Items14) Announcements/Notification of additional Commission Meetings

14.1 Board of Commissioners Special Meeting, February 29, 2024 at 5:00 p.m.

15) Executive Session15.1 10:30 a.m. - Executive Session - ORS 192.660(2)(e) - Real Property Transactions. *See Item 7.4.*15.2 10:45 a.m. - Executive Session - ORS 192.660(2)(h) - Advice of Counsel. *See Item 7.5.*16) Adjourn Meeting adjourned at 10:58 a.m._____
Wayne Fording, Commission Chair_____
Kelly Simmelink, Commissioner_____
Mark Wunsch, Commissioner_____
Attest_____
Date Signed

ACTION MINUTES

JEFFERSON COUNTY BOARD OF COMMISSIONERS SPECIAL MEETING February 29, 2024

- 1) Call to Order/Pledge of Allegiance
- 2) Changes to the Agenda (Consideration of Submission of Late Items)
- 3) Scheduled Appointments, Action Items, and Public Hearings
 - 3.1 5:00 p.m. - Public Hearing - In the Matter of the Formation of the Madras Aquatic Center Recreation District.

Public meeting opened at 5:01 p.m. and closed at 5:02 p.m.

- 4) Action Items
 - 4.1 Order In the Matter of Calling for an Election to Form the Madras Aquatic Center and Recreation District With a Permanent Tax Rate of \$1.24 per \$1000 of Assessed Property Value Pursuant to ORS 198.815 - signed by Commission.

Mark Wunsch made a motion to approve the Order In the Matter of Calling for an Election to Form the Madras Aquatic Center and Recreation District With a Permanent Tax Rate of \$1.24 per \$1000 of Assessed Property Value Pursuant to ORS 198.815. Seconded by Kelly Simmelink. The motion CARRIED. (Ayes - Kelly Simmelink, Mark Wunsch; Nays None)

- 5) Announcements/Notification of additional Commission Meetings
- 6) Adjourn **Meeting adjourned at 5:03 p.m.**

Wayne Fording, Commission Chair

Kelly Simmelink, Commissioner

Mark Wunsch, Commissioner

Attest

Date Signed

AGENDA ITEM COVERSHEET

Admin. Session
 Action Item

Consent Agenda
 Report/Request

Public Hearing
 Other/Announcements

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

2023-2024 EMPG Grant No: 23-515

Department: Sheriff

Date Submitted: 2/21/2024

Contact Person: Debbie

Phone: 4331

Effective Dates of Contract/Grant/ Proposal: 7/1/2023

Amount of Contract/Grant/Proposal: 66,186.00

Requested Agenda Date: _____

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

Finance Director: _____

County Counsel: _____

CAO: _____

AGENDA ITEM BRIEF DESCRIPTION:

BACKGROUND/SUMMARY STATEMENT:

Grant Funds; Matching Funds. In accordance with the terms and conditions of this Agreement, ODEM shall provide Subrecipient an amount not to exceed \$66,186.00 in Grant Funds for eligible costs described in Section 6 hereof. Grant Funds for this Program will be from the Fiscal Year 2023 Emergency Management Performance Grant (EMPG) Program. Subrecipient shall provide matching funds for all Project Costs.

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

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

Motion to accept.

ATTACHMENTS: EMPG Grant

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

**OREGON DEPARTMENT
OF EMERGENCY MANAGEMENT
EMERGENCY MANAGEMENT PERFORMANCE GRANT
CFDA # 97.042
Jefferson County
\$66,186.00
Grant No: 23-515**

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

1. Effective Date. This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law. Reimbursements will be made for Project Costs incurred beginning on **July 1, 2023** and ending, unless otherwise terminated or extended, on **June 30, 2024** (the “Grant Award Period”). No Grant Funds are available for expenditures after the Grant Award Period. ODEM’s obligation to disburse Grant Funds under this Agreement is subject to Sections 6 and 10 of this Agreement.

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

Exhibit A: **Project Description and Budget**

Exhibit B: **Federal Requirements and Certifications**

Exhibit C: **Subcontractor Insurance**

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

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

3. Grant Funds; Matching Funds. In accordance with the terms and conditions of this Agreement, ODEM shall provide Subrecipient an amount not to exceed \$66,186.00 in Grant Funds for eligible costs described in Section 6 hereof. Grant Funds for this Program will be from the Fiscal Year 2023 Emergency Management Performance Grant (EMPG) Program. Subrecipient shall provide matching funds for all Project Costs as described in Exhibit A.

4. Project. The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by ODEM by amendment pursuant to Section 11.d hereof.

5. Reports. Failure of Subrecipient to submit the required program, financial, or audit reports, or to resolve program, financial, or audit issues may result in the suspension of grant payments, termination of this Agreement, or both.

a. Performance Reports.

- i. Subrecipient agrees to submit performance reports, using a form provided by ODEM, on its progress in meeting each of its agreed upon goals and objectives. The reports will address specific information regarding the activities carried out under the FY 2023 Emergency Management Performance Grant Program and how they address identified work plan elements.
- ii. Reports are due to ODEM on or before the 15th day of the month following each subsequent calendar quarter (ending on March 31, June 30, September 30, and December 31).
- iii. Subrecipient may request from ODEM prior written approval to extend a performance report requirement past its due date. ODEM, in its sole discretion, may approve or reject the request.

b. Financial Reimbursement Reports.

- i. To receive reimbursement, Subrecipient must submit a signed Request for Reimbursement (RFR), using a form provided by ODEM that includes supporting documentation for all grant expenditures. RFRs may be submitted monthly but no less frequently than quarterly during the term of this Agreement. At a minimum, RFRs must be submitted on or before 30 days following each subsequent calendar quarter (ending on March 31, June 30, September 30, and December 31). The final RFR must be submitted no later than 30 days following the end of the Grant Award Period (the "RFR Deadline"). ODEM has no obligation to reimburse Subrecipient for any RFR submitted after the RFR Deadline.
- ii. Reimbursements for expenses will be withheld if performance reports are not submitted by the specified dates or are incomplete.
- iii. Reimbursement rates for travel expenses shall not exceed those allowed by the State of Oregon. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the dates, times, and places of travel, and the actual expenses or authorized rates incurred.
- iv. Reimbursements will only be made for actual expenses incurred during the Grant Award Period. Subrecipient agrees that no grant or, if applicable, match funds may be used for expenses incurred before or after the Grant Award Period.

6. Disbursement and Recovery of Grant Funds.

- a. **Disbursement Generally.** ODEM shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by ODEM upon approval by ODEM of an RFR. Eligible costs are the reasonable and necessary costs incurred by Subrecipient for the Project, in accordance with the Emergency Management Performance Grants guidance and application materials, including without limitation the United States Department of Homeland Security Notice of Funding Opportunity Announcement (NOFO), that are not excluded from reimbursement by ODEM, either by this Agreement or by exclusion as a result of financial review or audit. The guidance, application materials and NOFO are available at <http://www.oregon.gov/OEM/emresources/Grants/Pages/EMPG.aspx>
- b. **Conditions Precedent to Disbursement.** ODEM's obligation to disburse Grant Funds to Subrecipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- i. ODEM has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow ODEM, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Subrecipient is in compliance with the terms of this Agreement including, without limitation, Exhibit B and the requirements incorporated by reference in Exhibit B.
 - iii. Subrecipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - iv. Subrecipient has provided to ODEM a RFR in accordance with Section 5.b of this Agreement.
- c. Recovery of Grant Funds.** Any funds disbursed to Subrecipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement ("Unexpended Funds") must be returned to ODEM. Subrecipient shall return all Misexpended Funds to ODEM promptly after ODEM's written demand and no later than 15 days after ODEM's written demand. Subrecipient shall return all Unexpended Funds to ODEM within 14 days after the earlier of expiration or termination of this Agreement.
- 7. Representations and Warranties of Subrecipient.** Subrecipient represents and warrants to ODEM as follows:
- a. Organization and Authority.** Subrecipient is a political subdivision of the State of Oregon and is eligible to receive the Grant Funds. Subrecipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Subrecipient of this Agreement (1) have been duly authorized by all necessary action of Subrecipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Subrecipient is a party or by which Subrecipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Subrecipient of this Agreement.
 - b. Binding Obligation.** This Agreement has been duly executed and delivered by Subrecipient and constitutes a legal, valid and binding obligation of Subrecipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
 - c. No Solicitation.** Subrecipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
 - d. NIMS Compliance.** By accepting FY 2022 funds, Subrecipient certifies that it has met National Incident Management System (NIMS) compliance activities outlined in the Oregon NIMS Requirements located through the ODEM at http://www.oregon.gov/OEM/emresources/Plans_Assessments/Pages/NIMS.aspx

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

8. Records Maintenance and Access; Audit.

- a. **Records, Access to Records and Facilities.** Subrecipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Subrecipient acknowledges and agrees, and Subrecipient will require its contractors, subcontractors, sub-recipients (collectively hereafter “contractors”), successors, transferees, and assignees to acknowledge and agree, to provide ODEM, Oregon Secretary of State (Secretary), Office of Inspector General (OIG), Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), or any of their authorized representatives, access to records, accounts, documents, information, facilities, and staff. Subrecipient and its contractors must cooperate with any compliance review or complaint investigation by any of the above listed agencies, providing them access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary. The right of access is not limited to the required retention period but shall last as long as the records are retained.
- b. **Retention of Records.** Subrecipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for until the latest of (a) six years following termination, completion or expiration of this Agreement, (b) upon resolution of any litigation or other disputes related to this Agreement, or (c) as required by 2 CFR 200.334. It is the responsibility of Subrecipient to obtain a copy of 2 CFR Part 200, and to apprise itself of all rules and regulations set forth.
- c. **Audits.**
 - i. If Subrecipient expends \$750,000 or more in Federal funds (from all sources) in its fiscal year, Subrecipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR 200 Subpart F. Copies of all audits must be submitted to ODEM within 30 days of completion. If Subrecipient expends less than \$750,000 in its fiscal year in Federal funds, Subrecipient is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in Section 8.a. herein.
 - ii. Audit costs for audits not required in accordance with 2 CFR 200 Subpart F are unallowable. If Subrecipient did not expend \$750,000 or more in Federal funds in its fiscal year but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the grant.
 - iii. Subrecipient shall save, protect and hold harmless the ODEM from the cost of any audits or special investigations performed by the Secretary or any federal agency with respect to the funds expended under this Agreement. Subrecipient acknowledges and agrees that any audit costs incurred by Subrecipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Subrecipient and the State of Oregon.

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

- a. **Subagreements** Subrecipient may enter into contracts (hereafter “subagreements”) for performance of the Project. Subrecipient must have and use its own documented procurement

procedures that conform with applicable State and Federal law, including, without limitation, 2 CFR 200.318 through 200.327. For each subagreement over \$150,000, the subagreement shall address administrative, contractual or legal remedies for violation or breach of subagreement terms and provide for sanctions and penalties as appropriate. Additionally, for each subagreement over \$10,000, the subagreement shall address termination for cause or for convenience including the manner in which termination will be affected and the basis for settlement.

- i. Subrecipient shall provide to ODEM copies of all Requests for Proposals or other solicitations for procurements anticipated to be for \$100,000 or more and to provide to ODEM, upon request by ODEM, such documents for procurements for less than \$100,000. Subrecipient shall include with its RFR a list of all procurements issued during the period covered by the report.
 - ii. All subagreements, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner that encourages fair and open competition to the maximum practical extent possible. All sole-source procurements in excess of \$100,000 must receive prior written approval from ODEM in addition to any other approvals required by law applicable to Subrecipient. Justification for sole-source procurement in excess of \$100,000 should include a description of the program and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
 - iii. Subrecipient shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to ODEM.
 - iv. Subrecipient agrees that, to the extent it uses contractors, such contractors shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.
- b. Purchases and Management of Property and Equipment; Records.** Subrecipient agrees to comply with all applicable federal requirements referenced in Exhibit B, Section II.C.1 to this Agreement and all procedures for managing and maintaining records of all purchases of property and equipment including, without limitation, the following requirements:
- i. All property and equipment purchased under this agreement, whether by Subrecipient or a contractor, will be conducted in a manner providing full and open competition and in accordance with all applicable procurement requirements under State and Federal law, including without limitation, 2 CFR 200.318 through 200.327, and all purchases shall be recorded and maintained in Subrecipient's property or equipment inventory system.
 - ii. Subrecipient's property and equipment records shall include the following information at the minimum: a description of the property or equipment; the manufacturer's serial number, model number, or other identification number; the source of the property or equipment, including the Catalog of Federal Domestic Assistance (CFDA) number; name of person or entity holding title to the property or equipment; the acquisition date; cost and percentage of Federal participation in the cost; the location, use and condition of the property or equipment; and any ultimate disposition data including the date of disposal and sale price of the property or equipment.

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

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

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

10. Termination

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

11. GENERAL PROVISIONS

a. Contribution.

- i. 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.
- ii. With respect to a Third-Party Claim for which ODEM is jointly liable with Subrecipient (or would be if joined in the Third-Party Claim), ODEM 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 Subrecipient in such proportion as is appropriate to reflect the relative fault of ODEM on the one hand and of Subrecipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of ODEM on the one hand and of Subrecipient on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. ODEM's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if ODEM had sole liability in the proceeding.
- iii. With respect to a Third-Party Claim for which Subrecipient is jointly liable with ODEM (or would be if joined in the Third-Party Claim), Subrecipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by ODEM in such proportion as is appropriate to reflect the relative fault of Subrecipient on the one hand and of ODEM 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 Subrecipient on the one hand and of ODEM 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. Subrecipient'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. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. Each party shall bear its own costs incurred under this Section 11.b.

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

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

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

United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of the Circuit Court of Marion County in the State of Oregon, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

- i. **Compliance with Law.** Subrecipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation as described in Exhibit B. Without limiting the generality of the foregoing, Subrecipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- j. **Insurance; Workers' Compensation.** All employers, including Subrecipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Subrecipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. **Independent Contractor.** Subrecipient shall perform the Project as an independent contractor and not as an agent or employee of ODEM. Subrecipient has no right or authority to incur or create any obligation for or legally bind ODEM in any way. ODEM cannot and will not control the means or manner by which Subrecipient performs the Project, except as specifically set forth in this Agreement. Subrecipient is responsible for determining the appropriate means and manner of performing the Project. Subrecipient acknowledges and agrees that Subrecipient is not an "officer", "employee", or "agent" of ODEM, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- m. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. **Integration and Waiver.** This Agreement, including all Exhibits and referenced documents, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Subrecipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

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

SIGNATURE PAGE TO FOLLOW

Jefferson County

By [Signature]

Name Jessie Pollock, Sheri AF
(printed)

Date 1/30/2024

APPROVED AS TO LEGAL SUFFICIENCY
(If required for Subrecipient)

By _____
Subrecipient's Legal Counsel

Date _____

Subrecipient Program Contact:

~~David Pond~~ Bryan Skidgel
Emergency Management Coordinator
Jefferson County
675 NW Cherry Ln
Madras, OR 97741
541-475-6520
dpond@jcsolaw

Subrecipient Fiscal Contact:

Debbie Miles
Business Manager
Jefferson County
675 NW Cherry Ln
Madras, OR 97741
541-475-6520
dmiles@jcsolaw

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

By [Signature]

Alaina Mayfield
Preparedness Section Manager, ODEM

Date 02/08/2024

APPROVAL FOR LEGAL SUFFICIENCY

By Samuel B. Zeigler via email
Senior Assistant Attorney General

Date 10/12/2023

ODEM Program Contact:

Carole Sebens, Grants Coordinator
Oregon Department of Emergency Management
PO Box 14370
Salem, OR 97309-5062
503-798-1938
Carole.l.sebens@oem.oregon.gov
Oem.empg@OEM.oregon.gov

ODEM Fiscal Contact:

Rick Bruno, Controller
Oregon Department of Emergency Management
PO Box 14370
Salem, OR 97309-5062
503-983-4413
Rick.bruno@oem.oregon.gov
Oem.empg@OEM.oregon.gov

EXHIBIT A

Project Description and Budget

I. Project Description

The FY2023 EMPG Program focuses on the development and sustainment of core capabilities as outlined in the National Preparedness Strategy. Particular emphasis is placed on building and sustaining capabilities that address high consequence events that pose the greatest risk to the security and resilience of the United States. Capabilities are the means to accomplish a mission, function, or objective based on the performance of related tasks, under specified conditions, to target levels of performance. The FY2023 EMPG Work Plan identifies the specific tasks to be performed towards the development and sustainment of core capabilities in Subrecipient's jurisdiction. The funds from this agreement are meant to supplement a portion of Subrecipient's day-to-day operational costs for Emergency Management, as outlined in Subrecipient's approved Work Plan. The Work Plan may be updated upon approval by ODEM.

II. Budget

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

Grant Funds:	\$66,186.00
Match Funds:	\$66,186.00
Total Budget:	\$132,372.00
Personnel Services	\$126,902.00
General Office Supplies	\$
Other Supplies	\$
Contractual/Professional Services	\$
Travel/Vehicle Expenses/Mileage	\$4,470.00
Training/Workshops/Conferences	\$1000.00
Cost Allocations/De Minimis	\$
Other	\$
Equipment	\$
Total (Grant plus Match)	\$132,372.00

EXHIBIT B

Federal Requirements and Certifications

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

II. Specific Requirements and Certifications

- A. Debarment, Suspension, Ineligibility and Voluntary Exclusion.** Subrecipient certifies by accepting funds under this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from participation in this transaction by any Federal department or agency (2 CFR 200.214).
- B. Standard Assurances and Certifications Regarding Lobbying.** Subrecipient is required to comply with 2 CFR 200.450 and the authorities cited therein, including 31 USC § 1352 and *New Restrictions on Lobbying* published at 55 Federal Register 6736 (February 26, 1990.)
- C. Compliance with Applicable Law.** Subrecipient agrees to comply with all applicable laws, regulations, program guidance, and guidelines of the State of Oregon, the Federal Government and ODEM in the performance of this Agreement, including but not limited to:
1. Administrative Requirements set forth in 2 CFR Part 200, including without limitation:
 - a. Using Grant Funds only in accordance with applicable cost principles described in 2 CFR Subpart E, including that costs allocable to this Grant may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations or the terms of federal awards or other reasons;
 - b. Subrecipient must establish a Conflict of Interest policy applicable to any procurement contract or subawards made under this Agreement in accordance with 2 CFR 200.112. Conflicts of Interest must be disclosed in writing to the ODEM within 5 calendar days of discovery including any information regarding measures to eliminate, neutralize, mitigate or otherwise resolve the conflict of interest.
 2. USA Patriot Act of 2001, which amends 18 USC §§ 175-175c.
 3. Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 USC 2225(a).
 4. 31 USC 3729, prohibiting recipients of federal payments from submitting a false claim for payment. *See* 38 USC 3801-3812 detailing administrative remedies for false claims and statements made.
 5. 10 USC §§ 2409 and 2324 and 41 USC §§ 4712, 4304 and 4310 requiring compliance with whistleblower protections, as applicable.
 6. No supplanting. Grant Funds under this Agreement shall not replace funds that have been budgeted for the same purposes through non-Federal sources. Subrecipient may be required to

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

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

1. **Non-discrimination and Civil Rights Compliance.** Subrecipient, and all its contractors and subcontractors, assures compliance with all applicable nondiscrimination laws, including but not limited to:
 - a. Title VI of the Civil Rights Act of 1964, 42 USC § 2000d et seq., as amended, and related nondiscrimination regulations in 6 CFR Part 21 and 44 CFR Part 7.
 - b. Title VIII of the Civil Rights Act of 1968, 42 USC § 3601, as amended, and implementing regulations at 6 CFR Part 21 and 44 CFR Part 7.
 - c. Titles I, II, and III of the Americans with Disabilities Act of 1990, as amended, 42 USC §§ 12101 – 12213.
 - d. Age Discrimination Act of 1975, 42 USC § 6101 et seq.
 - e. Title IX of the Education Amendments of 1972, as amended, 20 USC § 1681 et seq.
 - f. Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794, as amended.

2. **Equal Employment Opportunity Program.** Subrecipient, and any of its contractors and subcontractors, certifies that an equal employment opportunity program will be in effect on or before the effective date of this Agreement. Subrecipient must maintain a current copy on file.

3. **Services to Limited English Proficient (LEP) Persons.** Subrecipient, and any of its contractors and subcontractors agrees to comply with the requirements Title VI of the Civil Rights Act of 1964 and Executive Order 13166, improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin and resulting agency guidance, national origin discrimination includes discrimination on the basis of LEP. To ensure compliance with Title VI, Subrecipient must take reasonable steps to ensure that LEP persons have meaningful access to your programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Subrecipient is encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance additional information regarding LEP obligations, please see <http://www.lep.gov>.

E. Environmental and Historic Preservation.

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

- c. Endangered Species Act, 16 USC § 1531 et seq.
- d. Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).

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

2. Subrecipient shall not undertake any project without prior EHP approval by FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures, and objects that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, Subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.
 3. For any of Subrecipient's or its contractors' or subcontractors' existing programs or activities that will be funded by these grant funds, Subrecipient, upon specific request from the U.S. DHS, agrees to cooperate with the U.S. DHS in any preparation by the U.S. DHS of a national or program environmental assessment of that funded program or activity.
- F. PROCUREMENT OF RECOVERED MATERIALS.** Subrecipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Recovery and Conservation Act and in accordance with Environmental Protection Agency guidelines at 40 CFR Part 247.
- G. SAFECOM.** If the Grant Funds are for emergency communication equipment and related activities, Subrecipient must comply with SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
- H. Drug Free Workplace Requirements.** Subrecipient agrees to comply with the requirements of the Drug-Free Workplace Act of 1988, 41 USC § 701 et seq., as amended, and implementing regulations at 2 CFR Part 3001 which require that all organizations receiving grants (or subgrants) from any Federal agency agree to maintain a drug-free workplace. Subrecipient must notify this office if an employee of Subrecipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment.
- I. Human Trafficking (2 CFR Part 175).** Subrecipient must comply with requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, 22 USC § 7104, as amended and 2 CFR § 175.15.
- J. Fly America Act of 1974.** Subrecipient agrees to comply with the requirements of the Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 USC § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, as amended, (49 USC § 40118) and the interpretative guidelines issued by the Comptroller General

of the United States in the March 31, 1981, amendment to the Comptroller General Decision B138942.

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

Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

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

award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, recipients have been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency (LEP)), sex, age, disability, religion, or familial status, recipients must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS FAO and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.
6. In the event courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or recipients settle a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS FAO and the CRCL office by e-mail or mail at the addresses listed above.

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

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

EXHIBIT C

Subagreement Insurance Requirements

Subrecipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003 (each, a “contractor”), if any, to: i) obtain insurance specified in this Exhibit before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement, as required by any extended reporting period or continuous claims-made coverage requirements, and all warranty periods that apply. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to ODEM. Subrecipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Subrecipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Subrecipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Subrecipient permit work under a subagreement when Subrecipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, “first tier” means a subagreement in which Subrecipient is a Party.

If a contractor maintains broader coverage and/or higher limits than the minimums shown in this Exhibit, ODEM requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

i. WORKERS’ COMPENSATION AND EMPLOYERS’ LIABILITY:

All employers, including Subrecipient’s 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). The contractors shall require and ensure that each of their subcontractors 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 Subrecipient’s contractor is an employer subject to any other state’s workers’ compensation law, the 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.

ii. COMMERCIAL GENERAL LIABILITY:

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

iii. AUTOMOBILE LIABILITY INSURANCE:

Subrecipient's contractors shall provide Automobile Liability Insurance covering their business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$500,000 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:

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

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

ADDITIONAL INSURED:

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

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

WAIVER OF SUBROGATION:

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

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

CERTIFICATE(S) AND PROOF OF INSURANCE:

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

NOTICE OF CHANGE OR CANCELLATION:

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

INSURANCE REQUIREMENT REVIEW:

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

STATE ACCEPTANCE:

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

Exhibit D

Information required by 2 CFR 200.332(a)

1. Federal Award Identification:
 - (i) Sub-recipient name (which must match the name associated with its unique entity identifier):
Jefferson County
 - (ii) Sub-recipient's unique entity identifier: PZ2MUEELHTG7
 - (iii) Federal Award Identification Number (FAIN): EMS-2023-EP-00005
 - (iv) Federal Award Date: October 1, 2022
 - (v) Sub-award Period of Performance Start and End Date: From July 1, 2023 to June 30, 2024
 - (vi) Sub-award Budget Period Start and End Date: July 1, 2023 to June 30, 2024
 - (vii) Amount of Federal Funds Obligated by this Agreement: \$66,186.00
 - (viii) Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement: * \$66,186.00
 - (ix) Total Amount of Federal Award committed to the subrecipient by the pass-through entity:
\$66,186.00
 - (x) Federal award project description: Emergency Management Performance Grant (EMPG) Program provides resources to assist state, local, tribal, and territorial governments in preparing for all hazards, as authorized by the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) (42 U.S.C. 5121 et seq.).
 - (xi) (a) Name of Federal awarding agency: U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA)/Grant Programs Directorate (GPD)
(b) Name of pass-through entity: Oregon Department of Emergency Management
(c) Contact information for awarding official of the pass-through entity: Erin McMahon, Director, PO Box 14370, Salem, OR 97309-5062
 - (xii) CFDA Number and Name: 97.042, Emergency Management Performance Grants
Amount: \$5,343,682.00
 - (xiii) Is Award R&D? No
 - (xiv) Indirect cost rate for the Federal award: 11.2%
2. Subrecipient's indirect cost rate: 0%

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

BEFORE THE BOARD OF COMMISSIONERS OF
JEFFERSON COUNTY
PURCHASE REQUISITION FORM

M: _____

Department/Office: Buildings and Grounds Date: 2/29/2024

Are three or more informal estimates/bids attached? Check YES NO

\$3,000 - \$9,999

Item Requested: <i>(Explain what the item is)</i>	
---	--

General Ledger # _____

Is there sufficient funds in your current budget line? (check yes or no) YES NO

NT Equipment Approval: Network Administrator

Submitted By: Department Director/Elected Official

Approved by: County Administrative Officer (CAO)

\$10,000 - \$149,999

Item Requested: <i>(Explain what the item is)</i>	John Deere 1600 Turbo Terrain Cut Commercial Wide-Area Mower purchased using State contract price agreement
---	---

General Ledger # 240 _ 101 _ 540 _ 4402

Is there sufficient funds in your current budget line? (check yes or no) YES NO

BOARD OF COMMISSIONERS:

Purchases of \$150,000 and above must meet competitive bidding process required by JCC 3.04. Consult with County Counsel.

Mark Wunsch, Commissioner

Wayne Fording, Commissioner

Kelly Simmelink, Commission Chair

Attest:

Lyndsay Hessel, Assistant



Invoice

Remittance Address:
 Deere & Company
 Ag & Turf SABD & Government Sales
 21748 Network Place
 Chicago, IL 60673-1217
 Phone: 800-358-5010

Bill To: 2113426

Jefferson County
 Buildings & Grounds
 430 SW Fairgrounds Rd
 Madras OR 97741-9394

Ship To: 2113426

Jefferson County
 Buildings & Grounds
 430 SW Fairgrounds Rd
 Madras OR 97741-9394

Information

Invoice Number 117569603
 Invoice Date 02/07/2024
 Invoice Due Date 03/09/2024
 Payment Terms Net 30 Days
 Purchase Order No. JHP110
 Reference# 3440170
 Sold To 2113426
 Servicing Dealer 000S077994
 JD FID No. 36-2382580

Invoice Details					
Item	Material	Description	Qty/Wt	Unit Price	Amount
0010	0734TC	1600 Turbo TerrainCut Commercial Wide-Ar	1 PC	90,249.00	90,249.00
		Contract Description:OR 1744			
		Serial Number: 1TC1600TAPH680384			
0040	BUC11229	Tricycler Mulching Kit	1 PC	721.89	721.89
Items total.....					90,970.89
JD List Price A					12,960.00-
MSRP% Discount					16,382.29-
Tax Amount.....					0.00
TOTAL					61,628.60
					Pay This Amount

When paying by check, please reference Invoice Number above.
Payment must be made to the remittance address listed above.
Payment should not be made to a dealership or any other remittance addr.
To pay by credit card, please contact us at 1-800-358-5010 option 1.

The above items are sold according to the terms on the face and reverse side hereof, including those limiting warranties and sellers liabilities, any federal, state or city sales or use taxes are to be paid by purchaser. The above goods are made in accordance with the Fair Labor Standard Act of 1938, as amended, proof of delivery must be requested within sixty days of invoice date.

OREGON - Lawn & Grounds Maintenance Equipment, Accessories and Related Products

Contract Number:	1744
Contract Period:	June 7, 2021 – June 6, 2025
Eligibility:	All State Agencies, members of the Oregon Cooperative Purchasing Program (ORCPP) and Washington State entities authorized to use the Master Contracts Usage Agreement (MCUA).

Quotes and Purchase Orders:

Quotes are valid for 30 days from the creation date of the quote **OR** until the contract expires, whichever occurs first.

To obtain a quote, contact your local [John Deere Dealer](#). Submit your purchase order to your dealer. The John Deere Dealer will submit the purchase order to John Deere's Government Sales office.

All purchase orders must show Deere & Company as the vendor and reference the contract number.

Contract Details

Delivery Obligations	None.
Fees	<p>Delivery Charge Optional delivery charge of \$4 per loaded mile is allowed for the delivering dealer. Use Google Maps to calculate the mileage.</p> <p>Fees must be clearly labeled on the quote or purchase order.</p>
Financing	<p>John Deere Municipal Lease by John Deere Financial Allowed: If the agency rules and guidelines allow. This 12-60-month financial product require payments and enables ownership of the equipment.</p> <p>Government Operating Lease by John Deere Financial Allowed: If the agency rules and guidelines allow. This 24-60-month product requires payments and the equipment is returned to the dealer location at the end of the term.</p> <p>Retail Note Financing by John Deere Financial or Third Party Allowed: If the agency rules and guidelines allow.</p>

Machine Hours	Not Allowed: Due to factory delivery, pre-delivery, inspection, machine setup and installation of attachments, machines may have minimal hours. Machines designated as demos are not allowed.										
Manuals	An operator's manual is included with the delivery of the equipment at no charge.										
Miscellaneous	None.										
Multiple Unit Discount	<p>For sales of three or more like self-propelled equipment sold to one customer on the same purchase order qualifies for an additional discount. Implements and attachments sold with and for self-propelled ride-on machines are also eligible for multi-unit discounts, but do not count towards the total number of ride-on units, which determines the multi-unit discount percentage. See discount structure below:</p> <table border="1"> <thead> <tr> <th>Quantity</th> <th>Additional Discount</th> </tr> </thead> <tbody> <tr> <td>3-4</td> <td>1%</td> </tr> <tr> <td>5-6</td> <td>2%</td> </tr> <tr> <td>7-8</td> <td>3%</td> </tr> <tr> <td>9 units or more</td> <td>4%</td> </tr> </tbody> </table> <p>Frontier Equipment is excluded from the Multiple Unit Discount program.</p> <p>"Like self-propelled products" means 3 or more utility vehicles, 3 or more Ztraks, etc. The purchase of 1 utility vehicle and 2 Ztraks would not qualify for MUD because they are not "like" products.</p>	Quantity	Additional Discount	3-4	1%	5-6	2%	7-8	3%	9 units or more	4%
Quantity	Additional Discount										
3-4	1%										
5-6	2%										
7-8	3%										
9 units or more	4%										
Open Market by John Deere (listed in the price book)	<p>Allowed: Open-Market items are implements, attachments, accessories, parts and bundles that are not currently on contract, but are requested by the customer to complete the purchase of John Deere equipment awarded on contract.</p> <p>Items must be clearly labeled on the purchase order as Open Market.</p>										
Open Market by Dealer (not listed in the price book)	<p>Allowed: Open-Market items not available from John Deere but offered by the delivering Dealer to complete the purchase of John Deere equipment awarded on contract.</p> <p>Items must be clearly labeled on the purchase order as Open Market.</p>										
Payment and Remittance	<p>Credit card payments not allowed.</p> <p>Remit to Address: Deere & Company Ag & Turf CBD & Government Sales 21748 Network Place Chicago, IL 60673-1217</p>										

Substitutions	Government Sales must contact the state for approval.
Trade-In	Allowed: Items must be clearly labeled on the purchase order or quote as Trade-In. The agency and the dealer determine the trade-in value.

Price Structure

Price Page Tabs	Product Descriptions	Discounts off MSRP	Price Page Dates
L21	Residential Zero-Turn-Radius Mowers & Equipment (excludes Z700s)	2%	30Mar21
L21	Residential Zero-Turn-Radius Mowers & Equipment (Z700s only)	7%	30Mar21
L25	Lawn Tractors (S100s – S240 only) & Equipment	2%	10Mar21
L25	Lawn Tractors (X300s only) & Equipment	16%	10Mar21
L30	Garden Tractors & Equipment	16%	02Nov20
L35	Equipment for Lawn & Garden Tractors	16%	29Jan21
C10	Commercial Walk-Behind Mowers & Equipment	21%	23Dec20
C13	Commercial Zero-Turn-Radius Mowers & Equipment	21%	30Mar21
C15	Commercial Front Mowers & Equipment	21%	17Mar21
C18	Commercial Wide Area Mowers & Equipment	21%	02Nov20
C20	Compact Utility Tractors & Equipment	16%	11Jan21
C21	Equipment for Commercial Mowing Products	21%	02Nov20

C25	Equipment for Compact Utility Tractors	16%	03Feb21
C40	Mid Duty Crossover Utility Vehicles & Equipment	12%	19Mar21
C41	Heavy-Duty Crossover Utility Vehicles & Equipment	12%	26Feb21
C42	Traditional Utility Vehicles & Equipment	15%	27Mar21
C47	HPX Utility Vehicles & Equipment	12%	06Nov20
C48	Implements for Utility Vehicles	12%	21Dec20
G10	Reel Mowers & Equipment	22%	19Mar21
G15	Special Application Mowers & Equipment	22%	12Feb21
G20	Special Application Vehicles & Equipment	22%	26Feb21
G25	Aeration & Equipment	22%	18Mar21
G30	Debris Maintenance & Equipment	22%	02Nov20
G35	Fleet Management	11%	02Nov20
A2	Tractors - 5045E, 5055E, 5065E, 5075E	12%	29Mar21
A2	Tractors – 5090E, 5090EL, 5100E	17%	29Mar21
A2	Tractors - 5000M's, Gs, GV's, GNs, MHs, MLs and Rs	20%	29Mar21
A2	Tractors – 6000 Series	22%	29Mar21
A9	Implement & Equipment	22%	03Feb21
Frontier	Cotton	16%	15Mar21

Cutting & Mowing	16%	17Mar21
Hay & Forage	16%	19Mar21
Landscaping	16%	26Mar21
Livestock	16%	15Mar21
Material Handling	16%	15Mar21
Planting & Seeding	16%	15Mar21
Snow Equipment	16%	19Mar21
Sprayers	16%	15Mar21
Tillage	16%	19Mar21

Contract Updates

June 7, 2021 – New contract announced.

JEFFERSON COUNTY BUILDINGS & GROUNDS DEPARTMENT

430 SW Fairgrounds Rd • Madras, Oregon 97741 • Ph: (541) 475-6288



P.O. # JHP-110

Date: January 6, 2023

TO: PAPE Machinery
Deere & Company
2000 John Deere Run
Cary, NC 27513

QTY	DESCRIPTION	TOTAL
1	John Deere 1600 Turbo TerrainCut Commercial Wide-Area Mower with 4-Post ROPS Canopy	\$71,867.00
TOTAL		\$ 71,867.00

Ship To:
Jefferson County Buildings & Grounds Department
430 SW Fairgrounds Rd
Madras, OR 97741

Authorized Signature: _____

Jefferson County Quote Form



Source Date: December 29, 2022 Obtained By: _____
 Requestor: Tony Anderson Description: John Deere 1600 Turbo Wide Area Mower

Specs JOHN DEERE 1600 Turbo TerrainCut Commercial Wide-Area Mower with 4-Post ROPS Canopy

Company Name: PAPE Machinery Rep Name: Cj Mckinnis
 Address: 2347 Sw Highway 97 Rep Number: 541-475-6116
 City/State/Zip: Madras, OR 97741 Date Submitted: 12/28/22

Vendor 1

Description	Quantity	Cost	Extension
See attached documents	1	\$71,867	\$71,867

Company Name: _____ Rep Name: _____
 Address: _____ Rep Number: _____
 City/State/Zip: _____ Date Submitted: _____

Vendor 2

Description	Quantity	Cost	Extension

Company Name: _____ Rep Name: _____
 Address: _____ Rep Number: _____
 City/State/Zip: _____ Date Submitted: _____

Vendor 3

Description	Quantity	Cost	Extension

Awarded to: PAPE Machinery Date: December 29, 2022
 Justification: Price Service Other: Local John Deere dealer on the State Contract

See Bidding Requirements Summary



JOHN DEERE

Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

- Vendor: Deere & Company
- 2000 John Deere Run
Cary, NC 27513
- Signature on all LOIs and POs with a signature line
- Contract name or number; or JD Quote ID
- Sold to street address (no PO box)
- Ship to street address (no PO box)
- Bill to contact name and phone number
- Bill to address
- Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)
- Membership number if required by the contract

For any questions, please contact:

Cj Mckinnis

Pape Machinery, Inc.
2347 Sw Highway 97
Madras, OR 97741

Tel: 541-475-6116

Fax: 541-475-2075

Email: cmckinnis@papemachinery.com

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.



Quote Id: 27983870

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Pape Machinery, Inc.
2347 Sw Highway 97
Madras, OR 97741
541-475-6116
agmadras@papemachinery.com

Prepared For:
Anthony Anderson
JEFFERSON COUNTY BUILDINGS AND GROUNDS

Proposal For:
Anthony Anderson

Delivering Dealer:

Cj Mckinnis

Pape Machinery, Inc.
2347 Sw Highway 97
Madras, OR 97741

agmadras@papemachinery.com

Quote Prepared By:

Cj Mckinnis
cmckinnis@papemachinery.com

Date: 28 December 2022

Offer Expires: 27 January 2023

Confidential


ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Pape Machinery, Inc.
2347 Sw Highway 97
Madras, OR 97741
541-475-6116
agmadras@papemachinery.com

Quote Summary

Prepared For:

Anthony Anderson
JEFFERSON COUNTY BUILDINGS AND GROUNDS
Anthony Anderson
430 SW FAIRGROUNDS RD
MADRAS, OR 97741
Home : 541-777-0365
AAnderson@jeffco.net

Delivering Dealer:

Pape Machinery, Inc.
Cj Mckinnis
2347 Sw Highway 97
Madras, OR 97741
Phone: 541-475-6116
cmckinnis@papemachinery.com

This sale is subject to Papé's Terms and Conditions of Sale effective on the date hereof, which are incorporated in full by this reference. The Terms and Conditions of Sale are available at www.pape.com/terms, and will also be sent by mail or e-mail to the purchaser upon request.

Quote ID: 27983870
Created On: 28 December 2022
Last Modified On: 28 December 2022
Expiration Date: 27 January 2023

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 1600 Turbo TerrainCut Commercial Wide-Area Mower with 4-Post ROPS Canopy Contract: OR Lawn and Grounds Maint Equip 1744 (PG 25 CG 22) Price Effective Date: November 2, 2020	\$ 71,867.00 X	1 =	\$ 71,867.00
Equipment Total			\$ 71,867.00

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 71,867.00
Trade In	
SubTotal	\$ 71,867.00
Est. Service Agreement Tax	\$ 0.00
Total	\$ 71,867.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 71,867.00

Salesperson : X _____

Accepted By : X _____

Confidential


JOHN DEERE

Selling Equipment



Quote Id: 27983870

Customer Name: JEFFERSON COUNTY BUILDINGS AND GROUNDS

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

 Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580
 UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

 Pape Machinery, Inc.
 2347 Sw Highway 97
 Madras, OR 97741
 541-475-6116
 agmadras@papemachinery.com

JOHN DEERE 1600 Turbo TerrainCut Commercial Wide-Area Mower with 4-

Hours:

Stock Number:

 Contract: OR Lawn and Grounds Maint Equip 1744 (PG 25
 CG 22)

 Selling Price *
 \$ 71,867.00

Price Effective Date: November 2, 2020

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
0734TC	1600 Turbo TerrainCut Commercial Wide-Area Mower with 4-Post ROPS Canopy	1	\$ 90,249.00	21.00	\$ 18,952.29	\$ 71,296.71	\$ 71,296.71
Standard Options - Per Unit							
001A	United States and Canada	1	\$ 0.00	21.00	\$ 0.00	\$ 0.00	\$ 0.00
0443	US English w/ Spanish (Bi-Lingual) Operator's Manual	1	\$ 0.00	21.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Dealer Attachments/Non-Contract/Open Market							
BUC11229	Tricycler Mulching Kit	1	\$ 721.89	21.00	\$ 151.60	\$ 570.29	\$ 570.29
Dealer Attachments Total			\$ 721.89		\$ 151.60	\$ 570.29	\$ 570.29
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Total Selling Price			\$ 90,970.89		\$ 19,103.89	\$ 71,867.00	\$ 71,867.00

OREGON - Lawn & Grounds Maintenance Equipment, Accessories and Related Products

Contract Number:	1744
Contract Period:	June 7, 2021 – June 6, 2025
Eligibility:	All State Agencies, members of the Oregon Cooperative Purchasing Program (ORCPP) and Washington State entities authorized to use the Master Contracts Usage Agreement (MCUA).

Quotes and Purchase Orders:

Quotes are valid for 30 days from the creation date of the quote **OR** until the contract expires, whichever occurs first.

To obtain a quote, contact your local [John Deere Dealer](#). Submit your purchase order to your dealer. The John Deere Dealer will submit the purchase order to John Deere's Government Sales office.

All purchase orders must show Deere & Company as the vendor and reference the contract number.

Contract Details

Delivery Obligations	None.
Fees	<p>Delivery Charge Optional delivery charge of \$4 per loaded mile is allowed for the delivering dealer. Use Google Maps to calculate the mileage.</p> <p>Fees must be clearly labeled on the quote or purchase order.</p>
Financing	<p>John Deere Municipal Lease by John Deere Financial Allowed: If the agency rules and guidelines allow. This 12-60-month financial product require payments and enables ownership of the equipment.</p> <p>Government Operating Lease by John Deere Financial Allowed: If the agency rules and guidelines allow. This 24-60-month product requires payments and the equipment is returned to the dealer location at the end of the term.</p> <p>Retail Note Financing by John Deere Financial or Third Party Allowed: If the agency rules and guidelines allow.</p>

Machine Hours	Not Allowed: Due to factory delivery, pre-delivery, inspection, machine setup and installation of attachments, machines may have minimal hours. Machines designated as demos are not allowed.										
Manuals	An operator's manual is included with the delivery of the equipment at no charge.										
Miscellaneous	None.										
Multiple Unit Discount	<p>For sales of three or more like self-propelled equipment sold to one customer on the same purchase order qualifies for an additional discount. Implements and attachments sold with and for self-propelled ride-on machines are also eligible for multi-unit discounts, but do not count towards the total number of ride-on units, which determines the multi-unit discount percentage. See discount structure below:</p> <table border="0"> <thead> <tr> <th>Quantity</th> <th>Additional Discount</th> </tr> </thead> <tbody> <tr> <td>3-4</td> <td>1%</td> </tr> <tr> <td>5-6</td> <td>2%</td> </tr> <tr> <td>7-8</td> <td>3%</td> </tr> <tr> <td>9 units or more</td> <td>4%</td> </tr> </tbody> </table> <p>Frontier Equipment is excluded from the Multiple Unit Discount program.</p> <p>"Like self-propelled products" means 3 or more utility vehicles, 3 or more Ztraks, etc. The purchase of 1 utility vehicle and 2 Ztraks would not qualify for MUD because they are not "like" products.</p>	Quantity	Additional Discount	3-4	1%	5-6	2%	7-8	3%	9 units or more	4%
Quantity	Additional Discount										
3-4	1%										
5-6	2%										
7-8	3%										
9 units or more	4%										
Open Market by John Deere (listed in the price book)	<p>Allowed: Open-Market items are implements, attachments, accessories, parts and bundles that are not currently on contract, but are requested by the customer to complete the purchase of John Deere equipment awarded on contract.</p> <p>Items must be clearly labeled on the purchase order as Open Market.</p>										
Open Market by Dealer (not listed in the price book)	<p>Allowed: Open-Market items not available from John Deere but offered by the delivering Dealer to complete the purchase of John Deere equipment awarded on contract.</p> <p>Items must be clearly labeled on the purchase order as Open Market.</p>										
Payment and Remittance	<p>Credit card payments not allowed.</p> <p>Remit to Address: Deere & Company Ag & Turf CBD & Government Sales 21748 Network Place Chicago, IL 60673-1217</p>										

Substitutions	Government Sales must contact the state for approval.
Trade-In	Allowed: Items must be clearly labeled on the purchase order or quote as Trade-In. The agency and the dealer determine the trade-in value.

Price Structure

Price Page Tabs	Product Descriptions	Discounts off MSRP	Price Page Dates
L21	Residential Zero-Turn-Radius Mowers & Equipment (excludes Z700s)	2%	30Mar21
L21	Residential Zero-Turn-Radius Mowers & Equipment (Z700s only)	7%	30Mar21
L25	Lawn Tractors (S100s – S240 only) & Equipment	2%	10Mar21
L25	Lawn Tractors (X300s only) & Equipment	16%	10Mar21
L30	Garden Tractors & Equipment	16%	02Nov20
L35	Equipment for Lawn & Garden Tractors	16%	29Jan21
C10	Commercial Walk-Behind Mowers & Equipment	21%	23Dec20
C13	Commercial Zero-Turn-Radius Mowers & Equipment	21%	30Mar21
C15	Commercial Front Mowers & Equipment	21%	17Mar21
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C20	Compact Utility Tractors & Equipment	16%	11Jan21
C21	Equipment for Commercial Mowing Products	21%	02Nov20

C25	Equipment for Compact Utility Tractors	16%	03Feb21
C40	Mid Duty Crossover Utility Vehicles & Equipment	12%	19Mar21
C41	Heavy-Duty Crossover Utility Vehicles & Equipment	12%	26Feb21
C42	Traditional Utility Vehicles & Equipment	15%	27Mar21
C47	HPX Utility Vehicles & Equipment	12%	06Nov20
C48	Implements for Utility Vehicles	12%	21Dec20
G10	Reel Mowers & Equipment	22%	19Mar21
G15	Special Application Mowers & Equipment	22%	12Feb21
G20	Special Application Vehicles & Equipment	22%	26Feb21
G25	Aeration & Equipment	22%	18Mar21
G30	Debris Maintenance & Equipment	22%	02Nov20
G35	Fleet Management	11%	02Nov20
A2	Tractors - 5045E, 5055E, 5065E, 5075E	12%	29Mar21
A2	Tractors – 5090E, 5090EL, 5100E	17%	29Mar21
A2	Tractors - 5000M's, Gs, GV's, GNs, MHs, MLs and Rs	20%	29Mar21
A2	Tractors – 6000 Series	22%	29Mar21
A9	Implement & Equipment	22%	03Feb21
Frontier	Cotton	16%	15Mar21

Cutting & Mowing	16%	17Mar21
Hay & Forage	16%	19Mar21
Landscaping	16%	26Mar21
Livestock	16%	15Mar21
Material Handling	16%	15Mar21
Planting & Seeding	16%	15Mar21
Snow Equipment	16%	19Mar21
Sprayers	16%	15Mar21
Tillage	16%	19Mar21

Contract Updates

June 7, 2021 – New contract announced.



BUYERS GUIDE FOR

Lawn & Garden Equipment

Version [3.0] dated 05/16/2018

(Before ordering, check ORPIN for the latest version)

CONTRACT DESCRIPTION:

This group of Price Agreements are for Lawn and Garden Equipment in the following categories:

1. Hand Held Equipment
2. Walk-Behind Equipment and Walk behind attachments
3. Snow equipment
4. Riding Mowers and lawn and garden tractors and Equipment for Riding Mower, Lawn and Garden tractors
5. Residential Front Mowers and Equipment
6. Commercial Walk-Behind Mowers and Equipment
7. Commercial Ztrack Mowers and Equipment
8. Commercial Front Mowers, Equipment and attachments
9. Commercial Wide Area Mowers and Attachments
10. Compact utility tractors-Up to 70 HP and Attachments
11. AT Vehicles
12. Utility terrain vehicles and Attachments for Utility terrain vehicles
13. Golf Carts and Attachments for Golf carts
14. Fairway Mowers
15. Rough, trim and surrounds mowers
16. Greens mowers
17. Utility Trailers
18. Skid steers, Forklifts and Attachments
19. Bunker rakes and Attachments
20. Industrial Mowers
21. Utility Tractors-Up to 100 Horsepower and Attachments
22. Ag Tractors, 2x4 and 4x4 70 to 140 Horsepower and Attachments for Agricultural equipment
23. Commercial Lawn Shredders and Chippers

AWARDED PRICE AGREEMENT NUMBER[S]:

- **PA 1441 Brim Tractor Co - Larry Crooker (425) 750-3618**
larry.crooker@brimtractor.com Categories of items/services for this agreement are: Commercial Ztrack Type Mowers and Equipment, Compact utility tractors-Up to 70 HP, Attachment for utility tractors up to 70hp, Skid steers, Attachments for Skid steers, Utility Tractors-Up to 100 Horsepower, Attachments for Utility Tractors, Commercial Lawn Shredders And Chippers.

- **PA 1442 Enviro Chipper Industries Inc. - Levi Chamberlain (800) 287-2048**
levi@envirochipper.com Categories of items/services for this agreement are: Commercial Lawn Shredders and Chippers.
- **PA 1443 Deere & Company –Andrew Roman (919) 804-2831**
RomanAndrewR@JohnDeere.com Categories of items/services for this agreement are: Walk Behind Equipment, Snow Equipment, Riding Mowers and Lawn Tractors and Equipment, Commercial Walk Behind Mowers, Commercial Ztrack type Mowers, Commercial Front Mowers and Equipment, Commercial front mower attachments, Commercial Wide Area Mowers and Attachments, Compact utility tractors-Up to 70 HP and Attachments, AT Vehicles, Utility terrain vehicles and Attachments, Fairway Mowers, Rough trim and surrounds mowers, Greens mowers, Utility Trailers, Bunker rakes and Attachments, Industrial Mowers, Utility Tractors-Up to 100 Horsepower and Attachments, Attachments for Utility Tractors, Equipment for Utility Vehicles, Ag Tractors, 2x4 and 4x4 70 to 120 Horsepower Attachments for Agricultural equipment, Commercial Lawn Shredders And Chippers.
- **PA 1444 Keizer Outdoor Power - Rob Titus (503) 393-6471**
keizeroutdoor@qwestoffice.net Categories of items/services for this agreement are: Hand Held Equipment, Walk-Behind Equipment, Walk behind attachments, Riding Mowers and lawn and garden tractors, Equipment for Riding Mower, Lawn and Garden Tractors, Commercial Walk-Behind Mowers and Equipment, Commercial Ztrack Mowers and Equipment, Commercial Front Mowers and Equipment, Commercial front mower attachments, Attachments for Commercial Wide Area Mower.
- **PA 1445 Kubota Tractor - Jon Cheek (817) 532-3875**
Na.quotes@kubota.com Categories of items/services for this agreement are: Walk Behind Equipment, Snow Equipment, Riding Mowers and Lawn Tractors and Equipment, Commercial Walk Behind Mowers, Commercial Ztrack type Mowers, Commercial Front Mowers and Equipment, Commercial front mower attachments, Commercial Wide Area Mowers and Attachments, Compact utility tractors-Up to 70 HP and Attachments, AT Vehicles, Utility terrain vehicles and Attachments, Fairway Mowers, Rough trim and surrounds mowers, Greens mowers, Utility Trailers, Bunker rakes and Attachments, Industrial Mowers, Utility Tractors-Up to 100 Horsepower and Attachments, Attachments for Utility Tractors, Equipment for Utility Vehicles, Ag Tractors, 2x4 and 4x4 70 to 120 Horsepower attachments for Agricultural equipment, Commercial Lawn Shredders And Chippers.
- **PA 1446 Moen Machinery Co. - Justin luebbers (503) 666-9159**
justin@moenmachinery.com Categories of items/services for this agreement are: Hand Held Equipment, Walk-Behind Equipment, Walk behind attachments, Snow Equipment, Riding Mowers and lawn and garden tractors and Equipment, Commercial Ztrack Mowers and Equipment, Commercial Front Mowers and Equipment, Commercial Front mower attachments, Commercial Wide Area Mowers and Attachments, Compact Utility tractors – Up to 70hp and Attachments, Utility terrain vehicles and Attachments, Utility Tractors-Up to 100 Horsepower and Attachments, Ag Tractors, 2x4 and 4x4 70 to 120 Horsepower, Attachments for Agricultural equipment, Commercial Lawn Shredders and Chippers
- **PA 1450 Pape Machinery - Scott Panter (541) 812-0207**
spanter@papemachinery.com Categories of items/services for this agreement are: Skid steers, forklifts, Attachments for Skid steers & forklifts.

- **PA 1451 RMT Equipment - Cindy Nielsen (801) 261-2100**

cindy@rmtequipment.com Categories of items/services for this agreement are: Hand Held Equipment, Walk-Behind Equipment and Walk behind attachments, Snow equipment, Riding Mowers and lawn and garden tractors, Equipment for Riding Mower, Lawn and Garden Tractors, Residential Front Mowers and Equipment, Commercial Walk-Behind Mowers and Equipment, Commercial Ztrack Mowers and Equipment, Commercial Front Mowers and Equipment, Commercial front mower attachments, Commercial Wide Area Mowers and Attachments, Compact utility tractors-Up to 70 HP and Attachments, Utility terrain vehicles and Attachments, Fairway Mowers, Rough trim and surrounds mowers, Greens mowers, Attachments for Skid steers, Bunker rakes and Attachments, Industrial Mowers, Utility Tractors-Up to 100 Horsepower, Attachments for Utility Tractors, Ag Tractors, 2x4 and 4x4 70 to 120 Horsepower, Attachments for Agricultural equipment, Commercial Lawn Shredders And Chippers.

- **PA 1454 Western Equipment Distributors - Dick Bergeron (253) 261-3397**

dick.bergeron@western-equipment.com Categories of items/services for this agreement are: Walk-Behind Equipment and Attachments, Snow equipment, Riding Mowers and lawn and garden tractors, Equipment for Riding Mower, Lawn and Garden Tractors, Residential Front Mowers and Equipment, Commercial Walk-Behind Mowers and Equipment, Commercial Ztrack Mowers and Equipment, Commercial Front Mowers and Equipment, Commercial front mower attachments, Commercial Wide Area Mowers and Attachments, Compact utility tractors-Up to 70 HP and Attachments, AT Vehicles, Utility terrain vehicles and Attachments, Fairway Mowers, Rough trim and surrounds mowers, Greens mowers, Utility Trailers, Skid steers and Attachments, Bunker rakes and Attachments, Industrial Mowers, Utility Tractors-Up to 100 Horsepower and Attachments for Utility Tractors, Ag Tractors, 2x4 and 4x4 70 to 120 Horsepower, Attachments for Agricultural equipment, Commercial Lawn Shredders And Chippers.

PS CONTRACT ADMINISTRATOR CONTACT INFORMATION:

Dustin Sculatti
(503) 378-2048
dustin.m.sculatti@oregon.gov



BEST VALUE ANALYSIS INSTRUCTIONS and PRICING:

1. Decide what equipment you need. Contact vendor or view the equipment Manufacturers website for options and specifications.
2. Review Price Agreements on ORPIN orpin.oregon.gov (Price Agreement numbers listed in this guide).
3. Send a Request for Quote to each applicable Vendor. (See sample email below) Make notation in request that you are using the **State of Oregon Price Agreements**.
4. Determine best overall cost quoted. (Best overall cost should include: purchase price, delivery (if applicable), desired attachments, etc.)
5. Place order.

*Negotiation using the Quote process - The thought process is to quote not only the specific vendor/manufacturer but also the entire list of vendors able to provide comparable equipment in the appropriate Contract Category (1-23). Notify each vendor on your quote to the fact you are using the State of Oregon Price Agreements and that you are sending a quote to each vendor to encourage competition in the quote process.

Sample: What an email to vendors might look like:

Send	To...	JohnmowerAmfg@example; bobmowerBmfg@example; janetractormfg@example; Joelawnstuffmfg@example
	Cc...	
	Subject	Request for quote - Using State of Oregon Contract Price Agreement

Dear [REDACTED]

My ***Agency/Organization Name*** is interested in purchasing equipment using the State Price Agreements #XXXX, XXXX or XXXX.

I have used your equipment manufacturers website and have attached my model preferences (or listed them out in the body of the email). I am requesting quotes from multiple vendors on price agreement

We may be willing to look at similar equipment that you have in inventory from other manufacturers, last year's models and equipment with close/like specifications

Please return your email quotes to me by **Month, Day, Year**.

Thank you!

Jane Doe - Equipment Buyer
Government Entity Name
(P) ### - ### - ####

SPECIAL ORDERING INSTRUCTIONS:

Trade ins are allowed on some equipment. Contact each Vendor for their trade in policy. Example: Values from trade-in will be deducted from Invoice for Kubota Tractor PA 1445. Kubota will accept other manufacturers equipment on trade.

HELPFUL LINKS:



BUYERS GUIDE FOR

Lawn & Garden Equipment

Version [3.0] dated 05/16/2018

(Before ordering, check ORPIN for the latest version)

CONTRACT DESCRIPTION:

This group of Price Agreements are for Lawn and Garden Equipment in the following categories:

1. Hand Held Equipment
2. Walk-Behind Equipment and Walk behind attachments
3. Snow equipment
4. Riding Mowers and lawn and garden tractors and Equipment for Riding Mower, Lawn and Garden tractors
5. Residential Front Mowers and Equipment
6. Commercial Walk-Behind Mowers and Equipment
7. Commercial Ztrack Mowers and Equipment
8. Commercial Front Mowers, Equipment and attachments
9. Commercial Wide Area Mowers and Attachments
10. Compact utility tractors-Up to 70 HP and Attachments
11. AT Vehicles
12. Utility terrain vehicles and Attachments for Utility terrain vehicles
13. Golf Carts and Attachments for Golf carts
14. Fairway Mowers
15. Rough, trim and surrounds mowers
16. Greens mowers
17. Utility Trailers
18. Skid steers, Forklifts and Attachments
19. Bunker rakes and Attachments
20. Industrial Mowers
21. Utility Tractors-Up to 100 Horsepower and Attachments
22. Ag Tractors, 2x4 and 4x4 70 to 140 Horsepower and Attachments for Agricultural equipment
23. Commercial Lawn Shredders and Chippers

AWARDED PRICE AGREEMENT NUMBER[S]:

- **PA 1441 Brim Tractor Co - Larry Crooker (425) 750-3618**

larry.crooker@brimtractor.com Categories of items/services for this agreement are: Commercial Ztrack Type Mowers and Equipment, Compact utility tractors-Up to 70 HP, Attachment for utility tractors up to 70hp, Skid steers, Attachments for Skid steers, Utility Tractors-Up to 100 Horsepower, Attachments for Utility Tractors, Commercial Lawn Shredders And Chippers.

- **PA 1442 Enviro Chipper Industries Inc. - Levi Chamberlain (800) 287-2048**
levi@envirochipper.com Categories of items/services for this agreement are: Commercial Lawn Shredders and Chippers.
- **PA 1443 Deere & Company –Andrew Roman (919) 804-2831**
RomanAndrewR@JohnDeere.com Categories of items/services for this agreement are: Walk Behind Equipment, Snow Equipment, Riding Mowers and Lawn Tractors and Equipment, Commercial Walk Behind Mowers, Commercial Ztrack type Mowers, Commercial Front Mowers and Equipment, Commercial front mower attachments, Commercial Wide Area Mowers and Attachments, Compact utility tractors-Up to 70 HP and Attachments, AT Vehicles, Utility terrain vehicles and Attachments, Fairway Mowers, Rough trim and surrounds mowers, Greens mowers, Utility Trailers, Bunker rakes and Attachments, Industrial Mowers, Utility Tractors-Up to 100 Horsepower and Attachments, Attachments for Utility Tractors, Equipment for Utility Vehicles, Ag Tractors, 2x4 and 4x4 70 to 120 Horsepower Attachments for Agricultural equipment, Commercial Lawn Shredders And Chippers.
- **PA 1444 Keizer Outdoor Power - Rob Titus (503) 393-6471**
keizeroutdoor@qwestoffice.net Categories of items/services for this agreement are: Hand Held Equipment, Walk-Behind Equipment, Walk behind attachments, Riding Mowers and lawn and garden tractors, Equipment for Riding Mower, Lawn and Garden Tractors, Commercial Walk-Behind Mowers and Equipment, Commercial Ztrack Mowers and Equipment, Commercial Front Mowers and Equipment, Commercial front mower attachments, Attachments for Commercial Wide Area Mower.
- **PA 1445 Kubota Tractor - Jon Cheek (817) 532-3875**
Na.quotes@kubota.com Categories of items/services for this agreement are: Walk Behind Equipment, Snow Equipment, Riding Mowers and Lawn Tractors and Equipment, Commercial Walk Behind Mowers, Commercial Ztrack type Mowers, Commercial Front Mowers and Equipment, Commercial front mower attachments, Commercial Wide Area Mowers and Attachments, Compact utility tractors-Up to 70 HP and Attachments, AT Vehicles, Utility terrain vehicles and Attachments, Fairway Mowers, Rough trim and surrounds mowers, Greens mowers, Utility Trailers, Bunker rakes and Attachments, Industrial Mowers, Utility Tractors-Up to 100 Horsepower and Attachments, Attachments for Utility Tractors, Equipment for Utility Vehicles, Ag Tractors, 2x4 and 4x4 70 to 120 Horsepower attachments for Agricultural equipment, Commercial Lawn Shredders And Chippers.
- **PA 1446 Moen Machinery Co. - Justin luebbers (503) 666-9159**
justin@moenmachinery.com Categories of items/services for this agreement are: Hand Held Equipment, Walk-Behind Equipment, Walk behind attachments, Snow Equipment, Riding Mowers and lawn and garden tractors and Equipment, Commercial Ztrack Mowers and Equipment, Commercial Front Mowers and Equipment, Commercial Front mower attachments, Commercial Wide Area Mowers and Attachments, Compact Utility tractors – Up to 70hp and Attachments, Utility terrain vehicles and Attachments, Utility Tractors-Up to 100 Horsepower and Attachments, Ag Tractors, 2x4 and 4x4 70 to 120 Horsepower, Attachments for Agricultural equipment, Commercial Lawn Shredders and Chippers
- **PA 1450 Pape Machinery - Scott Panter (541) 812-0207**
spanter@papemachinery.com Categories of items/services for this agreement are: Skid steers, forklifts, Attachments for Skid steers & forklifts.

- **PA 1451 RMT Equipment - Cindy Nielsen (801) 261-2100**

cindy@rmtequipment.com Categories of items/services for this agreement are: Hand Held Equipment, Walk-Behind Equipment and Walk behind attachments, Snow equipment, Riding Mowers and lawn and garden tractors, Equipment for Riding Mower, Lawn and Garden Tractors, Residential Front Mowers and Equipment, Commercial Walk-Behind Mowers and Equipment, Commercial Ztrack Mowers and Equipment, Commercial Front Mowers and Equipment, Commercial front mower attachments, Commercial Wide Area Mowers and Attachments, Compact utility tractors-Up to 70 HP and Attachments, Utility terrain vehicles and Attachments, Fairway Mowers, Rough trim and surrounds mowers, Greens mowers, Attachments for Skid steers, Bunker rakes and Attachments, Industrial Mowers, Utility Tractors-Up to 100 Horsepower, Attachments for Utility Tractors, Ag Tractors, 2x4 and 4x4 70 to 120 Horsepower, Attachments for Agricultural equipment, Commercial Lawn Shredders And Chippers.

- **PA 1454 Western Equipment Distributors - Dick Bergeron (253) 261-3397**

dick.bergeron@western-equipment.com Categories of items/services for this agreement are: Walk-Behind Equipment and Attachments, Snow equipment, Riding Mowers and lawn and garden tractors, Equipment for Riding Mower, Lawn and Garden Tractors, Residential Front Mowers and Equipment, Commercial Walk-Behind Mowers and Equipment, Commercial Ztrack Mowers and Equipment, Commercial Front Mowers and Equipment, Commercial front mower attachments, Commercial Wide Area Mowers and Attachments, Compact utility tractors-Up to 70 HP and Attachments, AT Vehicles, Utility terrain vehicles and Attachments, Fairway Mowers, Rough trim and surrounds mowers, Greens mowers, Utility Trailers, Skid steers and Attachments, Bunker rakes and Attachments, Industrial Mowers, Utility Tractors-Up to 100 Horsepower and Attachments for Utility Tractors, Ag Tractors, 2x4 and 4x4 70 to 120 Horsepower, Attachments for Agricultural equipment, Commercial Lawn Shredders And Chippers.

PS CONTRACT ADMINISTRATOR CONTACT INFORMATION:

Dustin Sculatti
(503) 378-2048
dustin.m.sculatti@oregon.gov



BEST VALUE ANALYSIS INSTRUCTIONS and PRICING:

1. Decide what equipment you need. Contact vendor or view the equipment Manufacturers website for options and specifications.
2. Review Price Agreements on ORPIN orpin.oregon.gov (Price Agreement numbers listed in this guide).
3. Send a Request for Quote to each applicable Vendor. (See sample email below) Make notation in request that you are using the **State of Oregon Price Agreements**.
4. Determine best overall cost quoted. (Best overall cost should include: purchase price, delivery (if applicable), desired attachments, etc.)
5. Place order.

*Negotiation using the Quote process - The thought process is to quote not only the specific vendor/manufacturer but also the entire list of vendors able to provide comparable equipment in the appropriate Contract Category (1-23) . Notify each vendor on your quote to the fact you are using the State of Oregon Price Agreements and that you are sending a quote to each vendor to encourage competition in the quote process.

Sample: What an email to vendors might look like:

To...	JohnmowerAmfg@example; bobmowerBmfg@example; jane tractormfg@example; Joelawnstufmfg@example
Send	Cc...
Subject	Request for quote - Using State of Oregon Contract Price Agreement

Dear [REDACTED]

My "Agency/Organization Name" is interested in purchasing equipment using the State Price Agreements #XXXX, XXXX or XXXX.

I have used your equipment manufacturers website and have attached my model preferences (or listed them out in the body of the email). I am requesting quotes from multiple vendors on price agreement

We may be willing to look at similar equipment that you have in inventory from other manufacturers, last year's models and equipment with close/like specifications.

Please return your email quotes to me by Month, Day, Year.

Thank you!

Jane Doe - Equipment Buyer
 Government Entity Name
 (P) ### - ### - ####

SPECIAL ORDERING INSTRUCTIONS:

Trade ins are allowed on some equipment. Contact each Vendor for their trade in policy. Example: Values from trade-in will be deducted from Invoice for Kubota Tractor PA 1445. Kubota will accept other manufacturers equipment on trade.

HELPFUL LINKS:

AGENDA ITEM COVERSHEET

 Admin. Session

 Consent Agenda

 Public Hearing

 Action Item

 Report/Request

 Other/Announcements

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

Fairgrounds rate increases

Department: Buildings & Grounds
Date Submitted: 2/29/2024
Contact Person: Tony Anderson
Phone: 541-475-6288
Effective Dates of Contract/Grant/ Proposal: April 1, 2024
Amount of Contract/Grant/Proposal: _____ **Requested Agenda Date:** 3/6/2024
Reviewed By: (Signature and Date Required) Director/Elected Official: _____

Finance Director: _____

County Counsel: _____

CAO: _____

AGENDA ITEM BRIEF DESCRIPTION:
BACKGROUND/SUMMARY STATEMENT:

Rates have not increased since 2020.

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

Approve new rate schedule for Fairgrounds

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

Move to approve 2024 rate schedule for Jefferson County Fairgrounds

ATTACHMENTS: 2020 Rate Sheet and 2024 Rate Sheet

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



Jefferson County Fair Complex

430 SW Fairgrounds Rd, Madras, OR 97741
P: 541-325-5050 - F: 541-475-2586
Rental Fee Schedule as of 2024
SUBJECT TO CHANGE WITHOUT NOTICE



CORWIN ARENA

900 Capacity
90' x 200' Floor
5 Bucking Chutes
6,000 SF Bleacher Area
\$750.00 / day



\$20.00 / hour after hours (reservation required)
\$5.00 / rider Open Ride (7:00 AM to 4:30 PM, M-F)

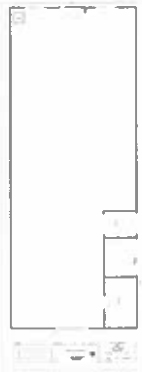
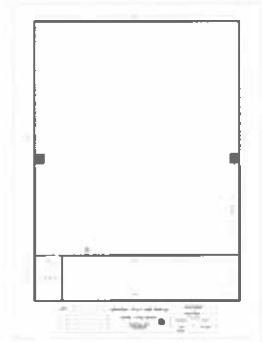


MACCIE CONROY

200 Seated
428 Standing
3,000 Square Feet

\$550.00 / day

Combine with Keeney: \$800.00 / day



HERBERT E. KEENEY

150 Seated
300 Standing
4,000 Square Feet

\$250.00 / day

Combine with Maccie Conroy: \$800.00 / day
(Can ONLY be rented with Maccie Conroy)



JESSE DARRAR (4-H)

100 Capacity
2,400 Square Feet

\$300.00 / day





Rental Fee Schedule

Rental Fee Schedule as of 2024

SUBJECT TO CHANGE WITHOUT NOTICE

Jefferson County Fair Complex

430 SW Fairgrounds Road, Madras, OR 97741

541-325-5050

KITCHEN / CAFE

Seats 60
1,280 Sq Ft
Refrigerators/Freezers
Ice Maker
Commercial Cooktop
\$500.00 / day*



*Special cleaning requirements



PICNIC PAVILION

300 Capacity
30 Picnic Tables
30' x 21' Stage
\$350.00 / day

OUTDOOR ARENA

135' x 350'
\$250.00 / day



WARD FARRELL SHOW BARN & ANIMAL BARN

Including areas adjacent to buildings
\$250.00 / day per barn



NEW SHOW BARN

Including areas adjacent to building
(Includes Integrated Sound System)
\$450.00 / day per barn



Rental Fee Schedule

As of November 24, 2020

Jefferson County Fair Complex
430 SW Fairgrounds Road, Madras, OR 97741
541-325-5050

71

Grounds Rental

North Field Rental	\$300.00/day
Homestead Field Rental (weddings/parties)	\$500.00/day

Stalls and Pens

Individual stall rental (maximum 14 days)	\$20.00/day
Outside Pens (per head)	\$20.00/day

Deposits

Refundable Key Deposit (per key)	\$100.00
Non-profit Deposit (events without alcohol or music)	\$350.00
Refundable Deposit (events without alcohol or music)	\$750.00
Refundable Deposit (events with alcohol or music, including DJ)	\$1,500.00

Additional Fees

Security (Subject to length of event, attendees and services required)	\$Varies
Tables and Chairs (limited supply)	Included with rent
Rolling Indoor Arena	\$250.00
Setup Day for any facility	\$50.00
Cleanup Day for any facility	\$50.00
Janitorial Services during event or cleanup (per person)	\$150.00/hr
Events requiring shavings	Shavings + Trucking
Moving of shavings for livestock event	\$250.00
Bleacher rental and placement (per bleacher)	\$250.00
Stage rental and placement	\$350.00
Rental of Portable Sound System	\$250/day + \$250 Dep.
Vendor space during events (per day, per vendor)	\$35.00

Insurance

Lessee shall procure and maintain throughout the term of the event liability insurance covering claims for bodily injury, death and property damage occurring in or upon or resulting from the facilities lease. Lessee shall obtain insurance in the amount of \$2,000,000 per occurrence and \$4,000,000 aggregate. Lessee shall provide a Certificate of Insurance with an additional insured endorsement naming Jefferson County, JCFC, officers, employees and agents as additional insureds. If alcohol is being served or consumed, lessee is required to have liquor liability included. Insurance policies must be written on an "occurrence" basis unless Jefferson County authorizes a "claims made" policy. Proof of insurance is required at least 60 days prior to event. Failure to provide proof of insurance will result in cancellation of your event and forfeiture of your deposit. Additionally, Lessee shall provide proof of automobile liability insurance for any transportation vehicle used on the fairgrounds for your event.

Alcohol Sales

If you sell alcohol for your event, the Fair Board has exclusive right to determine the provider and receive all sales revenue.



Jefferson County Fair Complex

430 SW Fairgrounds Rd, Madras, OR 97741

P: 541-325-5050 - F: 541-475-2586

Rental Fee Schedule as of November 24, 2020

SUBJECT TO CHANGE WITHOUT NOTICE



CORWIN ARENA

900 Capacity

90' x 200' Floor

5 Bucking Chutes

6,000 SF Bleacher Area

\$375.00 / day

\$20.00 / hour after hours (reservation required)
\$5.00 / rider Open Ride (7:00 AM to 4:30 PM, M-F)



MACCIE CONROY

200 Seated

428 Standing

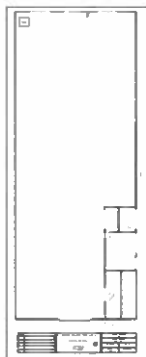
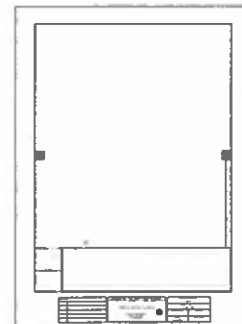
3,000 Square Feet

\$275.00 / day

\$20.00 / hour

(4 hour minimum, inc. setup/cleanup)

Combine with Keeney: **\$390.00 / day**



HERBERT E. KEENEY

150 Seated

300 Standing

4,000 Square Feet

\$115.00 / day

Combine with Maccie Conroy: **\$390.00 / day**



JESSE DARRAR (4-H)

100 Capacity

2,400 Square Feet

\$115.00 / day

\$20.00 / hour

(4 hour minimum, inc. setup/cleanup)





Rental Fee Schedule

As of November 24, 2020

Jefferson County Fair Complex
430 SW Fairgrounds Road, Madras, OR 97741
541-325-5050

KITCHEN / CAFE

- Seats 60
- 1,280 Sq Ft
- Refrigerators/Freezers
- Ice Maker
- Commercial Cooktop
- \$175.00 / day***



*Special cleaning requirements



PICNIC PAVILION

- 300 Capacity
- 30 Picnic Tables
- 30' x 21' Stage
- \$200.00 / day**

OUTDOOR ARENA

- 135' x 350'
- \$200.00 / day**



WARD FARRELL SHOW BARN & ANIMAL BARN

- Including areas adjacent to buildings
- \$125.00 / day per barn**



Rental Fee Schedule

As of November 24, 2020

Jefferson County Fair Complex
430 SW Fairgrounds Road, Madras, OR 97741
541-325-5050

Grounds Rental

North Field Rental (per hour, 4 hour minimum).....	\$25.00
North Field Rental	\$200.00/day
Homestead Field Rental (weddings/parties)	\$150.00/day

Stalls and Pens

Deposit with Arena Rental.....	\$300.00
Deposit without Arena rental	\$200.00
Individual stall rental (maximum 14 days).....	\$10.00/day
Outside Pens (per head).....	\$10.00/day

Deposits

Refundable Key Deposit (per key).....	\$50.00
Non-profit Deposit (events without alcohol or music).....	\$200.00
Refundable Deposit (events without alcohol or music)	\$500.00
Refundable Deposit (events with alcohol or music, including DJ)	\$1,000.00

Additional Fees

Security (Subject to length of event, attendees and services required).....	\$Varies
Tables and Chairs (limited supply).....	Included with rent
Rolling Indoor Arena	\$100.00
Setup Day for any facility	\$50.00
Cleanup Day for any facility	\$50.00
Janitorial Services during event or cleanup (per person).....	\$50.00/hr
Events requiring shavings	Shavings + Trucking
Moving of shavings for livestock event	\$100.00
Bleacher rental and placement (per bleacher).....	\$75.00
Stage rental and placement	\$350.00
Rental of Portable Sound System	\$50/day + \$50 Dep.
Vendor space during events (per day, per vendor).....	\$35.00

Insurance

Lessee shall procure and maintain throughout the term of the event liability insurance covering claims for bodily injury, death and property damage occurring in or upon or resulting from the facilities lease. Lessee shall obtain insurance in the amount of \$2,000,000 per occurrence and \$4,000,000 aggregate. Lessee shall provide a Certificate of Insurance with an additional insured endorsement naming Jefferson County, JCFC, officers, employees and agents as additional insureds. If alcohol is being served or consumed, lessee is required to have liquor liability included. Insurance policies must be written on an "occurrence" basis unless Jefferson County authorizes a "claims made" policy. Proof of insurance is required at least 60 days prior to event. Failure to provide proof of insurance will result in cancellation of your event and forfeiture of your deposit. Additionally, Lessee shall provide proof of automobile liability insurance for any transportation vehicle used on the fairgrounds for your event.

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If you sell alcohol for your event, the Fair Board has exclusive right to determine the provider and receive all sales revenue.