

AGENDA

JEFFERSON COUNTY
BOARD OF COMMISSIONERS MEETING
APRIL 3, 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 Board of Commissioners & Madras City Council Joint Meeting at City Hall beginning at 8:00 a.m.
[1.1.pdf](#)
2. Call to Order/Pledge of Allegiance/Invocation
3. Presentations/Awards
4. Changes to the Agenda (Consideration of Submission of Late Items)
 - 4.1 Corrected Letter to Oregon Water Resources Department and Operations and Oregon Office of Emergency Management regarding Jefferson County Drought - signed by Commission.
[4.1.pdf](#)
 - 4.2 Corrected Resolution In the Matter of Declaring a Local Disaster and Requesting a State of Drought Emergency Declaration for Jefferson County, Oregon - signed 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 March 2024 Accounts Payable Paid March 2024 in the amount of \$690.02 - signed by Commission.
[6.1.pdf](#)
 - 6.2 March 2024 Accounts Payable Paid March 2024 in the amount of \$86,573.36 - signed by Commission.
[6.2.pdf](#)
 - 6.3 Certificate of Right to Burial, Certificate No. 2097 - signed by Commission.
[6.3.pdf](#)
 - 6.4 Action Minutes for March 13 & 27, 2024 - signed by Commission.
[6.4.pdf](#)
7. Scheduled Appointments, Action Items, and Public Hearings
 - 7.1 9:45 a.m. - Chamber of Commerce Updates.
 - 7.2 10:00 a.m. - Jefferson County Soil & Water Conservation District Update.
 - 7.3 10:45 a.m. - Executive Session - ORS 192.660(2)(d) - Labor Negotiator Consultations.
8. Action Items
 - 8.1 Salary Change Order for Charles Hatcher - signed by Commission.
[8.1.pdf](#)
 - 8.2 Salary Change Order for Brandon Talbott - signed by Commission.
[8.2.pdf](#)
 - 8.3 Salary Change Order for Joshua Capehart - signed by Commission.
[8.3.pdf](#)
 - 8.4 Salary Order for Michael Beeler, Community Corrections Work Crew Coordinator, Grade 16, Step 15 - signed by Commission.
[8.4.pdf](#)
 - 8.5 Public Transportation Division Oregon Department of Transportation, Agreement No. 35651 - signed by Commission.
[8.5.pdf](#)
 - 8.6 Jefferson County Special Transportation Fund Services Contract, Amendment 2 - signed by

Commission.

[8.6.pdf](#)

8.7 Zoom Video Communications In. Annual Invoice for \$1,759.20 - approved by Commission.
[8.7.pdf](#)

8.8 Salary Order for Theresacam Nguyen, Public Health Healthy Communities Specialist, Grade 18, Step 14 - signed by Commission.
[8.8.pdf](#)

8.9 Authorization for Attendance and Trainings for Michael Baker to the National Rural Health Association Health Equity Annual Conference, May 6-10, 2024 in New Orleans, LA - signed by Commission Chair.
[8.9.pdf](#)

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

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

10.1 Public Health Job Descriptions.

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

15.1 10:45 a.m. - Executive Session - ORS 192.660(2)(d) - Labor Negotiator Consolutions.

16. Adjourn



MADRAS CITY COUNCIL – JEFFERSON COUNTY COMMISSION MEETING

Wednesday, April 3, 2024, 8:00 a.m.

City Hall, 125 SW “E” Street, Madras, OR 97741

Telephone (541) 475-2449 www.jeffco.net



This meeting is open to the public. This agenda includes a list of the principal subjects anticipated to be considered at the meeting. However, the agenda does not limit the ability of the Commission/Council to consider additional subjects. Meetings may be canceled without notice.

Join via Zoom: <https://us02web.zoom.us/j/2912614668?pwd=MIJ3ZzhOYzg0ZkhwOTZ0REgrWTFYdz09>
Passcode: 5414752344

Join via teleconference:

From a cell phone: 971-247-1195

From a land line phone: 1-877-853-5257

Meeting ID: 291 261 4668#

Participant ID: #

Passcode: 541 475 2344#

AGENDA

I. Call Joint Meeting to Order

II. Roll Call

III. Changes/Additions to Regular Agenda

IV. Consent Agenda

1. Approval of February 7, 2024 Joint City Council-County Commission Meeting Minutes

VI. Regular Agenda

1. EDCO Semi-Annual Update.
2. Potential Boundary Line Adjustment between City and County.
3. Incidents/Crimes near Community Center, Fishpond & Trails.

VI. Additional Discussion

VII. Adjourn Joint Meeting



**OFFICIAL CITY COUNCIL - COUNTY COMMISSION MEETING MINUTES
February 7, 2024**

I. Call to Order

The meeting was called to order by Commissioner Fording at 8:06 a.m. on Wednesday, February 7, 2024 in the Jefferson County Commissioner's Conference Room, 66 SE D Street in Madras, Oregon.

Madras City Council Members In Attendance: Councilors Gary Walker, Lamar Yoder, Gabriel Soliz, Jennifer Townsend, and Mike Seibold.

City of Madras Staff Members In Attendance: City Administrator Will Ibershof and Community Development Director Nick Snead.

Jefferson County Commissioners In Attendance: Commissioners Wayne Fording; Kelly Simmelink; and Mark Wunsch.

Jefferson County Staff Members In Attendance: County Administrative Officer Jeff Rasmussen; County Counsel Alexa Gassner; Public Health Director Michael Baker; Sheriff Jason Pollock; Emergency Management Coordinator Bryan Skidgel; Buildings & Grounds Director Tony Anderson; and County Recorder Lyndsay Hessel.

Visitors in Attendance: Debbie Taylor.

II. Changes to Meeting Agenda (Consideration of Items Submitted Just Prior to Meeting)

None.

III. Consent Agenda

All matters listed within the Consent Agenda have been distributed to each member of the Madras City Council and County Commission for reading and study, are considered to be routine, and will be enacted by one motion of the Council - County Commission with no separate discussions. If separate discussion is desired, that item may be removed from the Consent Agenda and placed on the Regular Agenda by request.

A. Approval of Minutes from December 6, 2023 City Council-County Commission Meeting

A MOTION WAS MADE BY COUNCILOR WALKER AND SECONDED BY COUNCILOR SEIBOLD TO APPROVE THE CONSENT AGENDA.

A MOTION WAS MADE BY COMMISSIONER WUNSCH AND SECONDED BY COMMISSIONER SIMMELINK TO APPROVE THE CONSENT AGENDA. THE MOTION PASSED UNANIMOUSLY.

I. **City & County Joint Meeting Location Discussion.**

Meeting schedule was discussed and decided to alternate locations on an annual basis beginning with City Hall for 2024.

II. **EDCO Position Joint Funding Discussion.**

Round table discussion was had.

III. **Additional Discussion.**

IV. **Adjourn**

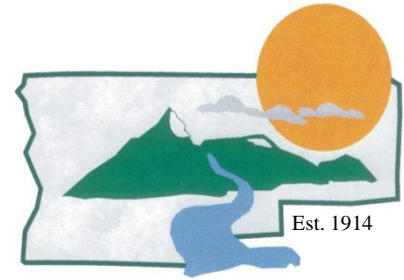
The meeting was adjourned at 8:47 am.

Minutes prepared and submitted by:

Lyndsay Hessel, County Recorder

JEFFERSON COUNTY BOARD OF COMMISSIONERS

66 S.E. "D" St., Suite A • Madras, Oregon 97741 • Ph: (541) 475-2449 • FAX: (541) 475-4454



April 3, 2024

Ryan Andrews
Oregon Water Resources Department
Co-Chair, Oregon Drought Readiness Council
725 Summer Street NE, Suite A
Salem, OR 97301
Via Email: ryan.m.andrew@state.or.us

Traci Naile
Operations and Preparedness Manager
Office of Emergency Management
Co-Chair, Oregon Drought Readiness Council
P.O. Box 14370
Salem, OR 97301
Via Email: traci.naile@state.or.us

RE: Jefferson County Drought

Mr. Andrews and Ms. Naile:

Jefferson County, by and through its County Elected Officials, requests that the Governor of Oregon issue an executive order for all of Jefferson County under the provisions of ORS 536 as a direct result of severe and devastating drought conditions.

There is the potential for the Jefferson County agricultural and livestock, natural resources, recreational, tourism, and related economies to experience widespread and severe damage resulting from extreme weather conditions within the county. North Unit Irrigation District supports moving forward with a drought declaration as well.

The county has already formally declared a drought and has attached a copy of the adopted resolution for your reference.

The Jefferson County Board of Commissioners has determined that additional action by and support from the state is needed. This may include assistance from the Oregon Water Resources Department and other Oregon executive branch agencies, operating within their statutory authorities.



Jefferson County Board of Commissioners therefore requests an executive order from the Governor, declaring drought in Jefferson County.

We extend in advance our appreciation for your consideration on this matter.

Sincerely,

Wayne Fording, Chairman

Mark Wunsch, Commissioner

Kelly Simmelink, Commissioner

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

IN THE MATTER OF DECLARING A)
LOCAL DISASTER AND REQUESTING)
A STATE OF DROUGHT EMERGENCY) RESOLUTION NO. _____
DECLARATION FOR JEFFERSON)
COUNTY, OREGON)

WHEREAS, the Jefferson County Board of Commissioners finds that the Jefferson County agricultural and livestock industries, and related economy are suffering widespread and severe economic damage, potential injuries and loss of property resulting from extreme weather conditions within the county; and

WHEREAS, annual water supplies available for irrigators and ranchers within Jefferson County are a function of both available water storage in the Willow Creek and Trout Creek resources and the estimated seasonal inflow from winter snow pack.

- Wickiup Reservoir on March 26, 2024, is at 152,504 AF which is below the 186.995 AF historical average for this same time.
- The current U.S. drought monitor had most of Jefferson County mapped at Abnormally Dry to Moderate drought status.
- The seasonal outlook (April through June) for Jefferson County indicates that below precipitation is likely.
- Many areas of Jefferson County received less than average precipitation.
- North Unit Irrigation District began diverting stored water on the first day of the irrigation season.
- Natural flows and reservoir supplies are at or near all-time lows and both irrigation districts with deliveries in Jefferson County (NUID/TSID) will experience shortages and or shut offs this year.

WHEREAS, as a result of the available water storage and the estimated seasonal inflow, Jefferson County’s irrigated ground from stored water will receive reduced supply and reduced allocations; and

WHEREAS, the extended weather forecast for Jefferson County projects higher than normal temperatures, and below average precipitation; and

WHEREAS, the above conditions will result in loss of economic stability, pasture shortages, decreased feed production, shortened growing season, and decreased water supplies for Jefferson County agricultural and livestock producers. In addition, this multi-year cumulative drought has resulted in decreased fuel moisture and early onset fire danger; and

WHEREAS, the Jefferson County Board of Commissioner determines that extraordinary measures must be taken to alleviate suffering of people and livestock and to protect or mitigate economic loss, and to be responsive to the threat of wildfires.

NOW THEREFORE the Jefferson County Board of Commissioners HEREBY PROCLAIMS:

1. A local disaster is declared within Jefferson County.
2. The Jefferson County Drought Emergency Management Plan has been implemented.
3. Pursuant to ORS 401.165, we find that the appropriate response is beyond the capability of Jefferson County. We are declaring a state of emergency for the purpose of assessment, evaluation and acquiring the ability to provide appropriate available resources.
4. The Honorable Tina Kotek, Governor of Oregon, is requested to declare a Drought Emergency for all of Jefferson County under the provision of ORS 536 due to severe and continuing drought conditions beginning at this time and continuing for an unknown period of time; and direct the Oregon Department of Water Resources to make available in Jefferson County: Temporary Transfers of Water Rights, and Emergency Water Use Permits, and Use of Existing Right Option/Agreement; and other federal and state drought assistance and programs as needed.
5. This proclamation shall take effect immediately from and after its issuance.

DATED this ____ day of _____, 2024.

JEFFERSON COUNTY BOARD OF COMMISSIONERS

Wayne Fording, Commission Chair

Kelly Simmelink, Commissioner

Mark Wunsch, Commissioner

March 2024 Accounts Payable
Paid March 2024
Umpqua Bank Issued Checks

It is hereby ordered that check number 49812 to 49812 be paid totaling \$690.92

FUND	FUND NAME	AMOUNT ISSUED	VOIDED	TOTAL EXPENSE
101	GENERAL FUND	\$690.92		\$690.92
TOTAL		\$690.92	\$0.00	\$690.92

Claims approved and checks dated: 3/28/2024

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 = 03/28/2024

Vendor Number	Vendor Name	Invoice Date	Invoice Number	Description	Net Invoice Amount	GL Activity Number	GL Period
3632	KULBACK, BIANCA	03/28/2024	REIMBURSEM	Airfare Reimbursement for HR Int	690.92		324
Grand Totals:					690.92		

Dated: _____

Finance Director: _____

Kelly Simmelink: _____

Wayne Fording: _____

Mark Wunsch: _____

County Administrator: _____

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

It is hereby ordered that check number 49813 to 49825 be paid totaling **\$86,573.36**

FUND	FUND NAME	AMOUNT ISSUED	VOIDED	TOTAL EXPENSE
101	GENERAL FUND	\$11,608.32		\$11,608.32
202	PUBLIC WORKS	\$7,157.46		\$7,157.46
203	FED STATE & CO ROAD CONST	\$12,322.50		\$12,322.50
210	EMERGENCY COMMUNICATIONS	\$79.50		\$79.50
218	FAIR	\$2,021.04		\$2,021.04
222	TRANSIENT OCCUPANCY	\$38,750.00		\$38,750.00
249	PARK FUND	\$289.54		\$289.54
254	CJ - ADULT	\$2,201.80		\$2,201.80
265	JAIL	\$45.76		\$45.76
403	J STREET BOND	\$5,753.75		\$5,753.75
503	CDD - PLANNING DEPT	\$1,944.43		\$1,944.43
504	CDD - ONSITE AND ENGINEERING	\$1,944.44		\$1,944.44
505	CDD - BUILDING	\$2,454.82		\$2,454.82
TOTAL		\$86,573.36	\$0.00	\$86,573.36

Claims approved and checks dated: 3/29/2024

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 = 03/29/2024

Vendor Number	Vendor Name	Invoice Date	Invoice Number	Description	Net Invoice Amount	GL Activity Number	GL Period
2666	ANDERSON PERRY & AS	03/19/2024	76894	Bear Bridge Replacement	12,322.50		324
2666	ANDERSON PERRY & AS	03/19/2024	76895	Bridge Masterplan	2,465.00		324
2666	ANDERSON PERRY & AS	03/19/2024	76896	Engineering Services Pony Butte	2,580.00		324
6447	BESTCARE TREATMENT	03/18/2024	EVAL0324	E. Hackett	178.00		324
2147	CENTURYLINK	03/17/2024	503T326504 6	Monthly Charges - Sheriff Depart	79.50		324
3292	CROOKED RIVER RANC	07/01/2023	JULY2023	TOT Contribution - July 2023	8,750.00		324
2545	EBERHARD'S DAIRY PRO	03/22/2024	1600172	1/2 PT 1% Milk - 2 Cases	45.76		324
3448	ECONOMIC CONSULTAN	03/25/2024	28935	Project 25427.00 Madras Large L	5,753.75		324
2420	METOLIUS RECREATION	07/01/2023	JULY2023	TOT Contribution - July 2023	30,000.00		324
194	MID OREGON PERSONN	03/25/2024	21770	Chirukuri, Jesse - Week worked 3/	3,435.93		324
194	MID OREGON PERSONN	03/25/2024	21771	Hollenbeak, Duane - Week worke	2,049.52		324
194	MID OREGON PERSONN	03/25/2024	21775	Beeler, Michael - Week worked 3/	2,023.80		324
194	MID OREGON PERSONN	03/25/2024	21776	General Labor - Ratherford & Walt	2,112.46		324
23	PAPE MACHINERY INC	03/11/2024	15115514 / 151	Tech Manuals & Freight	289.54		324
23	PAPE MACHINERY INC	03/11/2024	15115514 / 151	Tech Manuals & Freight	289.54		324
23	PAPE MACHINERY INC	03/11/2024	15115514 / 151	Tech Manuals & Freight	289.54		324
3628	PLATT, BART	02/28/2024	2/28/2024	OFEA Conference	320.26		324
3628	PLATT, BART	02/28/2024	2/28/2024	Dinner	36.00		324
3440	SUNBELT RENTALS INC	03/15/2024	151597188-00	20' Deck Tandem/Track Skidsteer/	1,375.24		324
2373	THE GREG PROTHMAN	03/19/2024	2024-8618	Community Development Direct Se	1,944.43		324
2373	THE GREG PROTHMAN	03/19/2024	2024-8618	Community Development Direct Se	1,944.44		324
2373	THE GREG PROTHMAN	03/19/2024	2024-8618	Community Development Direct Se	1,944.46		324
2373	THE GREG PROTHMAN	03/19/2024	2024-8619	Finance Director Search - 2nd of	5,833.33		324
3592	TML INTERNATIONAL	03/26/2024	3/26/2024	Partial Refund for Permit : 451-23-	102.08		324
3592	TML INTERNATIONAL	03/26/2024	3/26/2024	Partial Refund for Permit : 451-23-	77.00		324
3592	TML INTERNATIONAL	03/26/2024	3/26/2024	Partial Refund for Permit : 451-23-	102.08		324
3592	TML INTERNATIONAL	03/26/2024	3/26/2024	Partial Refund for Permit : 451-23-	77.00		324
3592	TML INTERNATIONAL	03/26/2024	3/26/2024	Partial Refund for Permit : 451-12-	102.08		324
3592	TML INTERNATIONAL	03/26/2024	3/26/2024	Partial Refund for Permit : 451-23-	50.12		324
Grand Totals:					86,573.36		

Dated: _____

Finance Director: _____

Kelly Simmelink: _____

Wayne Fording: _____

Mark Wunsch: _____

County Administrator: _____

Certificate No. 2097

Certificate of Right to Burial

Jefferson County
430 SW Fairgrounds Road
Madras OR 97741

Andrew Cobbett
553 SW Roosevelt Street
Madras OR 97741

This is to certify that Andrew Cobbett, has paid the sum of \$570.00 which payment includes perpetual care and entitles them and their heirs to the exclusive rights and burial in:

Block North Sunrise #2 - 24 Lot B Grave 4

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 March 25, 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 March 13, 2024

- 1) Administrative Session (8:15)
 - 1.1 Elected Official/Department Director Meeting.
- 2) Call to Order/Pledge of Allegiance/Invocation
- 3) Presentations/Awards
- 4) Changes to the Agenda (Consideration of Submission of Late Items)
 - 4.1 Written Consent of Declarant of Health Campus Condominium - signed by Commission.

Kelly Simmelink made a motion to approve the Written Consent of Declarant of Health Campus Condominium. 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 March 2024 Accounts Payable Paid March 2024 in the amount of \$288,840.03 - signed by Commission.
 - 6.2 March 2024 Accounts Payable Paid March 2024 in the amount of \$207,762.29 - signed by Commission.
 - 6.3 February 2024 Credit Card Payable Paid February 2024 in the amount of \$137,111.26 - signed by Commission.
 - 6.4 Certificate of Right to Burial, Certificate No. 2094 - signed by Commission.
 - 6.5 Action Minutes for March 6, 2024 - signed by Commission.

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

7) Scheduled Appointments, Action Items, and Public Hearings

7.1 9:30 a.m. - Public Hearing - Title III Proposed Projects.

Public Hearing opened at 9:31 a.m. and closed at 9:38 a.m.

7.2 9:45 a.m. - BestCare Annual Report.

7.3 10:15 a.m. - IT Budget/Project Discussion, AccTech Solutions.

Kelly Simmelink made a motion to approve implementing presented IT projects, including Disaster Recovery Plan and 23-24 & 24-25 Projects. Seconded by Mark Wunsch. The motion CARRIED. (Ayes - Kelly Simmelink, Wayne Fording, Mark Wunsch; Nays None)

7.4 6:00 p.m. - Board of Commissioners Meeting at Crooked River Ranch.

8) Action Items

8.1 2024-2025 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention and Problem Gambling Services Agreement, Agreement # PO-44300-00026012 - signed by Commission Chair.

Kelly Simmelink made a motion to approve the 2024-2025 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention and Problem Gambling Services Agreement, Agreement # PO-44300-00026012. Seconded by Mark Wunsch. The motion CARRIED. (Ayes - Kelly Simmelink, Wayne Fording, Mark Wunsch; Nays None)

8.2 Salary Change Order for Lee Jones, Corrections Sergeant - signed by Commission.

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

8.3 Employment Agreement for Lee Jones, Corrections Sergeant - signed by Commission Chair.

Kelly Simmelink made a motion to approve t the Employment Agreement for Lee Jones, Corrections Sergeant. Seconded by Mark Wunsch. The motion CARRIED. (Ayes - Kelly Simmelink, Wayne Fording, Mark Wunsch; Nays None)

- 8.4 State of Oregon Lease for Department of Transportation, Driver and Motor Vehicle Services Division, 249 SW 3rd Street - signed by Commission Chair.

Mark Wunsch made a motion to approve the State of Oregon Lease for Department of Transportation, Driver and Motor Vehicle Services Division, 249 SW 3rd Street. Seconded by Kelly Simmelink. The motion CARRIED. (Ayes - Kelly Simmelink, Wayne Fording, Mark Wunsch; Nays None)

- 8.5 2024 Amendment to the Participating Provider Agreement between PacificSource and Central Oregon Community Mental Health Programs - signed by Commission.

Kelly Simmelink made a motion to approve the 2024 Amendment to the Participating Provider Agreement between PacificSource and Central Oregon Community Mental Health Programs. Seconded by Mark Wunsch. The motion CARRIED. (Ayes - Kelly Simmelink, Wayne Fording, Mark Wunsch; Nays None)

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

- 9.1 Request for Waiver of 90 days for Chief Deputy District Attorney.

Kelly Simmelink made a motion to approve the Request for Waiver of 90 days for Chief Deputy District Attorney. Seconded by Mark Wunsch. The motion CARRIED. (Ayes - Kelly Simmelink, Wayne Fording, Mark Wunsch; Nays None)

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

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

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

Kelly Simmelink made a motion to approve the Latino Fest sponsorship for FY23-24 and FY24-25 in the amount of \$2,500.00 per year from Fund 253. Seconded by Mark Wunsch. The motion CARRIED. (Ayes - Kelly Simmelink, Wayne Fording, Mark Wunsch; Nays None)

- 13) Commission Discussion Items

- 14) Announcements/Notification of additional Commission Meetings

- 15) Executive Session

16) Adjourn

Meeting adjourned at 7:04 p.m.

Wayne Fording, Commission Chair

Kelly Simmelink, Commissioner

Mark Wunsch, Commissioner

Attest

Date Signed

ACTION MINUTES

JEFFERSON COUNTY BOARD OF COMMISSIONERS MEETING March 27, 2024

- 1) Administrative Session (8:15)
 - 1.1 District Attorney's Office Annual Update.
 - 1.2 Code Enforcement 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 Partition Plat for Johnnie & Vicki Ertle by H.A. McCoy - signed by Commission Chair.

Kelly Simmelink made a motion to approve the Partition Plat for Johnnie & Vicki Ertle by H.A. McCoy. Seconded by Mark Wunsch. The motion CARRIED. (Ayes - Kelly Simmelink, Wayne Fording, Mark Wunsch; Nays None)
 - 4.2 Letter to Oregon Water Resources Department and Operations and Oregon Office of Emergency Management regarding Jefferson County Drought - signed by Commission.

Kelly Simmelink made a motion to approve the Letter to Oregon Water Resources Department and Operations and Oregon Office of Emergency Management regarding Jefferson County Drought. Seconded by Mark Wunsch. The motion CARRIED. (Ayes - Kelly Simmelink, Wayne Fording, Mark Wunsch; Nays None)
 - 4.3 Resolution In the Matter of Declaring a Local Disaster and Requesting a State of Drought Emergency Declaration for Jefferson County, Oregon - signed by Commission.

Kelly Simmelink made a motion to approve the Resolution In the Matter of Declaring a Local Disaster and Requesting a State of Drought Emergency Declaration for Jefferson County, Oregon. Seconded by Mark Wunsch. The motion CARRIED. (Ayes - Kelly Simmelink, Wayne Fording, Mark Wunsch; Nays None)

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

Rich Affedlt presented comments regarding the Jefferson County Weed Advisory Committee.

Shawn Stanfill & Louise Muir provided comments regarding the Community Center.

Seth Taylor provided comments.

George Curtis provided comments.

Craig McDonald & Mike Williams provided comments regarding the cemetery.

6) Consent Agenda

6.1 March 2024 Accounts Payable Paid March 2024 in the amount of \$154,723.71 - signed by Commission.

6.2 March 2024 Accounts Payable Paid March 2024 in the amount of \$90,007.44 - signed by Commission.

6.3 Certificate of Right to Burial, Certificate No. 2095 & 2096 - signed by Commission.

Mark Wunsch made a motion to approve the Consent Agenda, Items 6.1 through 6.3. Seconded by Kelly Simmelink. The motion CARRIED. (Ayes - Kelly Simmelink, Wayne Fording, Mark Wunsch; Nays None)

7) Scheduled Appointments, Action Items, and Public Hearings

8) Action Items

8.1 Purchase Requisition Form for replacement Condensing Unit for Community Center Walk-In Refrigerator in the amount of \$10,019.00 - signed by Commission.

Mark Wunsch made a motion to approve the Purchase Requisition Form for replacement Condensing Unit for Community Center Walk-In Refrigerator up to \$8,000.00 out of Fund 240. Seconded by Kelly Simmelink. The motion CARRIED. (Ayes - Kelly Simmelink, Wayne Fording, Mark Wunsch; Nays None)

8.2 Salary Change Order for Joshua Capehart - signed by Commission.

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

- 8.3 Authorization for Attendance and Trainings for Tami Kepa'a, Norma Gonzalez & Jessica Mendoza to the 2024 National WIC Association Annual Education and Training Conference, April 7-10, 2024 in Chicago, IL - signed by Commission Chair.

Kelly Simmelink made a motion to approve the Authorization for Attendance and Trainings for Tami Kepa'a, Norma Gonzalez & Jessica Mendoza to the 2024 National WIC Association Annual Education and Training Conference, April 7-10, 2024 in Chicago, IL. Seconded by Mark Wunsch. The motion CARRIED. (Ayes - Kelly Simmelink, Wayne Fording, Mark Wunsch; Nays None)

- 8.4 Request for Purchase of Capital Outlay, Four (4) Kenworth Dump Trucks - signed by Commission.

Kelly Simmelink made a motion to approve the Request for Purchase of Capital Outlay, Four (4) Dump Trucks. Seconded by Mark Wunsch. The motion CARRIED. (Ayes - Kelly Simmelink, Wayne Fording, Mark Wunsch; Nays None)

- 8.5 Personal Services Contract between Jefferson County and Kittelson & Associates, Inc. regarding Safe Streets 4 All - signed by Commission.

Mark Wunsch made a motion to approve the Personal Services Contract between Jefferson County and Kittelson & Associates, Inc. regarding Safe Streets 4 All. Seconded by Kelly Simmelink. The motion CARRIED. (Ayes - Kelly Simmelink, Wayne Fording, Mark Wunsch; Nays None)

- 8.6 Salary Change Order and Employment Agreement for Corina Domingo - signed by Commission.

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

- 8.7 Memorandum of Understanding between Jefferson County and The Jefferson County Law Enforcement Association. - signed by Commission.

Mark Wunsch made a motion to approve the Memorandum of Understanding between Jefferson County and The Jefferson County Law Enforcement Association. Seconded by Kelly Simmelink. The motion CARRIED. (Ayes - Kelly Simmelink, Wayne Fording, Mark Wunsch; Nays None)

- 9) Elected Official Report(s)/Request(s)
- 10) Department Heads Report(s)/Request(s)
- 11) County Counsel Report(s)/Request(s)

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

12.1 Title III invoice from JCSO.

Kelly Simmelink made a motion to approve the payment of Title III grant dollars for the invoice submitted by the Sheriff for activity on federal land to Fund 266. Seconded by Wayne Fording. The motion CARRIED. (Ayes - Kelly Simmelink, Wayne Fording, Mark Wunsch; Nays None)

13) Commission Discussion Items

13.1 HB 4002 Options.

14) Announcements/Notification of additional Commission Meetings

15) Executive Session

16) Adjourn

Meeting adjourned at 11:30 a.m.

Wayne Fording, Commission Chair

Kelly Simmelink, Commissioner

Mark Wunsch, Commissioner

Attest

Date Signed



BEFORE THE BOARD OF COUNTY COMMISSIONERS FOR THE COUNTY OF JEFFERSON

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

DEPARTMENT: Sheriff EMPLOYEE: Charles Hatcher

REASON: Move to PGE Deputy from Work Crew/FT

Wages are Frozen from prior Corrections Wage of CD1-6.

THE JEFFERSON COUNTY BOARD OF COMMISSIONERS HEREBY ORDERS THE REQUESTED SALARY CHANGE EFFECTIVE: March 21, 2024

SALARY CHANGE

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

Approved this _____ day of _____, 20____.

ATTEST

BOARD OF COMMISSIONERS

County Administrative Officer

Commission, Chair

Department Director/Elected Official

Commissioner

Finance Director

Commissioner



BEFORE THE BOARD OF COUNTY COMMISSIONERS FOR THE COUNTY OF JEFFERSON

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

DEPARTMENT: Sheriff EMPLOYEE: Brandon Talbott

REASON: Move to PGE Deputy from Detective (-7.5% Premium Pay)

THE JEFFERSON COUNTY BOARD OF COMMISSIONERS HEREBY ORDERS THE REQUESTED SALARY CHANGE EFFECTIVE: March 21, 2024

SALARY CHANGE

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

Approved this _____ day of _____, 20____.

ATTEST

BOARD OF COMMISSIONERS

County Administrative Officer

Commission, Chair

Department Director/Elected Official

Commissioner

Finance Director

Commissioner



BEFORE THE BOARD OF COUNTY COMMISSIONERS FOR THE COUNTY OF JEFFERSON

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

DEPARTMENT: Sheriff EMPLOYEE: Joshua Capehart

REASON: Promotion to Detective (7.5% Premium in CBA)

THE JEFFERSON COUNTY BOARD OF COMMISSIONERS HEREBY ORDERS THE REQUESTED SALARY CHANGE EFFECTIVE: March 21, 2024

SALARY CHANGE

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

Approved this _____ day of _____, 20____.

ATTEST

BOARD OF COMMISSIONERS

County Administrative Officer

Commission, Chair

[Handwritten signature]

Department Director/Elected Official

Commissioner

Finance Director

Commissioner

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

IN THE MATTER OF SETTING THE }
COMPENSATION OF AN EMPLOYEE } SALARY ORDER NO. _____

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

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

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

Employee Name: Michael Beeler Offer Date: 03/27/2024 Start Date: 03/29/2024
Position: Work Crew Coordinator Department: Community Corrections Grade: 16 Step: 15
Wages: Per Hour: \$26.07 Per Month: \$3,402.14 Annual: \$40,814.86 Hours per Week: 30
Leave Benefits (hours per month): Vacation: 11 Sick: 6 Admin: 0 Wage Matrix: (A/B) A
Probation Period: 12 Benefits Group: SW Residency Required: (Yes/No) No

Other Benefits or conditions not stated above:

The intent of the position is around 30 hours a week, some more/some less.

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

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

Employee Signature: Michael Beeler Date: 3/27/2024

APPROVED, ADOPTED, AND ORDERED this _____ day of _____, _____

ATTEST: BOARD OF COMMISSIONERS
Department Director: [Signature] Commissioner, Chair: _____
Finance Director: [Signature] Commissioner: _____
County Administrative Officer: [Signature] Commissioner: _____

PERS ENROLLMENT DATES: QUALIFYING _____ START _____
GL BUDGET LINE ITEM: _____ - 510 - _____ ANNIVERSARY DATE: _____

Jefferson County

Position Description

Position: Work Crew Coordinator	FLSA: Non-exempt
Department: Community Corrections - Adult Division	Salary Grade: Grade 16
Classification: Service Workers	Status: Full Time

Summary

The Work Crew Coordinator position will train and supervise the non-custodial work crew members participating in the program, maintain records, evaluate work performance, contact agencies requesting services, and coordinate and prepare schedules to meet the services' needs.

Distinguishing Characteristics

This position works under the direct supervision of the Adult Community Corrections Director. The Work Crew Coordinator is a non-certified position that will require a lot of interaction with the public and will be a highly visible part of the Community Corrections Department.

Essential Duties and Responsibilities

- Transports non-custodial work crews to job sites around the County.
- Supervises crews performing assigned job tasks.
- Trains non-custodial work crew members in properly using tools and equipment needed to perform assigned tasks.
- Trains crew members on safe work habits and procedures.
- Coordinates with agencies needing non-custodial work crew assistance and schedules workdays to accomplish the jobs as requested.
- Services and maintains the tools and equipment used by the work crew.
- Complies and maintains records on work crew members, jobs performed, work hours, training provided, and other program information as necessary.
- Seeks opportunities for outside funding and grants.
- Ensures compliance with negotiated contracts. May also create new contracts.
- Controls contraband by observation and searches.
- Plans and coordinates all job projects handled by the non-custodial work crew.
- Regular attendance is an essential function of this position.
- Participate in all required agency /departmental meetings.
- Participate in mandated training as required.
- Respond to public inquires as related to the assigned position.
- Interact with other criminal justice professionals.
- Operate computers and specialized software as required.
- Perform other duties as assigned.
- May participate in transporting program clients, both Juvenile & Adults.

Qualifications

- **Knowledge and Skills**

Working knowledge in using and caring for hand tools, lawnmowers, weed eaters, vehicles, equipment trailers, two-way radios and safety equipment. Record keeping and report writing skills.

▪ **Abilities**

Ability to perform equipment service. Ability to train work crews. Ability to supervise workers and schedule and complete work assignments. Ability to coordinate and prioritize a large volume of job requests. Ability to determine required training for work crews and plan a training schedule. Ability to determine a course of action during an emergency.

▪ **Physical Abilities**

Must be a minimum of 18 years of age. Work will primarily be performed outdoors, occasionally in adverse weather conditions. Typically requires climbing stairs, stooping, kneeling, crouching, reaching, standing, walking, sitting, lifting, grasping, talking, hearing, seeing, and repetitive motions. Requires exerting up to 20 pounds frequently, 50 pounds occasionally, of force to move objects. Requires sufficient strength and coordination for restraining and/or carrying the weight of juveniles and defending oneself from attack. Requires the ability to operate a motor vehicle. Work may be conducted in a noisy, crowded area, exposed to chemicals, solvents, grease, oils, inks, illnesses, diseases, blood-borne pathogens, etc. The physical demands described here represent those that an employee must meet to perform the essential functions of this job successfully. Ability to sit, talk, listen, work at a computer screen, and use rapid finger, hand, and arm movement for extended periods. The position requires a post-offer physical capacity test based on the job description.

▪ **Education and Experience**

Requires a High School Diploma or GED and at least two years of applicable experience supervising and scheduling work crews.

▪ **Licenses and Certificates**

A valid Oregon Driver's License with an acceptable driving record, First-aid, and CPR certification. Must pass a criminal background check.

▪ **Working Conditions**

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

▪ **Probationary Requirement**

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

Modified in October 2023



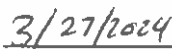
Employee Signature



Date Signed



Supervisor Signature



Date Signed

PUBLIC TRANSPORTATION DIVISION OREGON DEPARTMENT OF TRANSPORTATION

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation, Public Transportation Division, hereinafter referred to as "State," and **Jefferson County**, hereinafter referred to as "Recipient," and collectively referred to as the "Parties."

AGREEMENT

1. **Effective Date.** This Agreement shall become effective on the later of **November 17, 2023** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, grant funds under this Agreement shall be available for project costs incurred on or before **June 30, 2025** (the "Expiration Date"). No grant funds are available for any expenditures after the Expiration Date. State's obligation to disburse grant funds under this Agreement shall end as provided in Section 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: Financial Information

Exhibit C: Subagreement Insurance Requirements and Recipient Insurance Requirements

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

3. **Project Cost; Grant Funds.** State shall provide Recipient an amount not to exceed **\$238,020.00** (the "Grant Funds"). Recipient acknowledges and agrees that State may change the amount of funds available under this Agreement, based on availability of funds and other factors as determined by State, upon notification to Recipient in accordance with Section 11.g of this agreement. Recipient will be responsible for all Project costs not covered by the Grant Funds.
4. **Project.** The Grant Funds shall be used solely for the project described in Exhibit A (the "Project") 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 State by amendment pursuant to Section 11.d hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>. If Recipient is unable to access OPTIS, reports must be sent to ODOTPTDReporting@odot.state.or.us. Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be necessary to comply with federal or state reporting requirements.
6. **Disbursement and Recovery of Grant Funds.**
 - a. **Disbursement Generally.** State shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Funds amount provided in Section 3. Reimbursements shall be made by State within 30 days of State's approval of a request for reimbursement from Recipient using a format that is acceptable to State. Requests for reimbursement must be entered into OPTIS or sent to ODOTPTDReporting@odot.state.or.us. Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement

described in Section 9 of this Agreement, in performance of the Project and that are not excluded from reimbursement by State, either by this Agreement or by exclusion as a result of financial review or audit.

b. **Conditions Precedent to Disbursement.** State's obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
- ii. Recipient is in compliance with the terms of this Agreement.
- iii. Recipient'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. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.
- v. Any audit findings relating to Recipient's use of funds under this Agreement or any other agreement with State have been resolved.

c. **Recovery of Funds.**

- i. Recovery of Misexpended Funds or Nonexpended Funds. Any funds disbursed to Recipient under this Agreement that are either (i) disbursed but unexpended as of the Expiration Date ("Unexpended Funds") or (ii) expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") must be returned to State. Recipient shall return all Misexpended Funds to State no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 15 days after the earlier of expiration or termination of this Agreement.
- ii. Recovery of Funds upon Termination. If this Agreement is terminated under either Section 10(a)(i) or Section 10(a)(v) below, Recipient shall return to State all funds disbursed to Recipient within 15 days after State's written demand for the same.

7. **Representations and Warranties of Recipient.** Recipient represents and warrants to State as follows:

- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the funds. Recipient 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 Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient 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 or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (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 Recipient is a party or by which Recipient 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 Recipient of this Agreement.
- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, 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.** Recipient'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, except as permitted by applicable law. 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. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from any federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify State immediately if it is debarred, suspended or otherwise excluded by any state or federal agency or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

The warranties set 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.** Recipient 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. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, including, without limitation, records relating to capital assets funded by this Agreement, the funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit State to verify how the funds were expended.
- d. **Audit Requirements.**
 - i. Recipient shall, at Recipient's own expense, submit to State, Public Transportation Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to ODOTPTDreporting@odot.state.or.us, a copy of, or electronic link to, any annual audit covering the funds expended under this Agreement by Recipient or a party to any subagreement with Recipient, as well as the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.
 - ii. Recipient shall save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

This section 8 shall survive any expiration or termination of this Agreement.

9. Recipient Subagreements and Procurements

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.
 - i. All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
 - ii. Recipient shall require all of its contractors performing work under this Agreement to name State as a third-party beneficiary of Recipient's subagreement with the contractor and to name State as an additional or "dual" obligee on contractors' payment and performance bonds.
 - iii. Recipient shall provide State with a copy of any signed subagreement, as well as any other purchasing or contracting documentation, upon request by State. This Paragraph 9.a.iii. shall survive expiration or termination of this Agreement.
 - iv. Recipient must report to State any material breach of a term or condition of a subagreement within ten (10) days of Recipient discovering the breach.
- b. **Subagreement indemnity; insurance.**
 - i. **Recipient'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 State 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 Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.**
 - ii. Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subrecipients"), nor any attorney engaged by Recipient's Subrecipient(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's Subrecipient is prohibited from defending State or that Recipient's Subrecipient 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 Recipient's Subrecipient if State elects to assume its own defense.
 - iii. Recipient 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. Recipient may specify insurance requirements of its contractor(s) above the minimum insurance requirements specified in Exhibit C. Recipient shall verify its contractor(s) meet the insurance requirements in Exhibit C.
- c. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable, including all applicable provisions of the Oregon Public Contracting Code (Oregon Revised Statutes (ORS) Chapters 279 A, B and C) and rules, ensuring that:
 - i. Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable,

including all applicable provisions of the Oregon Public Contracting Code and rules. Procurements of rolling stock, facilities and personal services for any amount, and all procurements for an amount greater than \$100,000 must be approved by State prior to solicitation.

- ii. Recipient shall complete all purchases, including installation, and all construction of capital assets funded under this Agreement prior to the Expiration Date of this Agreement. If local circumstances prevent purchase, installation, or construction by the specified date, Recipient will notify State in writing of the circumstances regarding the delay. Such notification must be received at least forty-five (45) days prior to the expiration of the Agreement. Agreement amendment for time will be considered in extenuating circumstances.
- d. **Conflicts of Interest.** Recipient's public officials shall comply with Oregon's government ethics laws, ORS 244.010 et seq., as those laws may be subsequently amended.

10. Termination

- a. **Termination by State.** State may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by State in such written notice, if:
 - i. Recipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Recipient is, for any reason, rendered improbable, impossible, or illegal; or
 - ii. State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, 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. Recipient takes any action pertaining to this Agreement without the approval of State and which under the provisions of this Agreement would have required the approval of State.
- b. **Termination by Recipient.** Recipient may terminate this Agreement effective upon delivery of written notice of termination to State, or at such later date as may be established by Recipient in such written notice, if:
 - i. Upon notification to State of its desire to withdraw from eligibility to receive the funds and providing to State a reason acceptable to State for the withdrawal; or
 - ii. If 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.

11. General Provisions

- a. **Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party

Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

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

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

- b. **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.
- c. **Insurance.** Recipient shall meet the insurance requirements within Exhibit C.
- 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.** Recipient 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.** State and Recipient 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.

Recipient 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 the Recipient, 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 Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the 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 11.g. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.

- h. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Recipient 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 SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.
- i. **Compliance with Law.** Recipient 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, as applicable to Recipient. Without limiting the generality of the foregoing, Recipient 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. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- k. **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.
- l. **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.
- m. **Integration and Waiver.** This Agreement, including all Exhibits, 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. Recipient, 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.
- n. **Survival.** The following provisions survive termination of this Agreement: Sections 6.c.,

8 and 11.

Jefferson County/State of Oregon
Agreement No. 35651

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.

The Oregon Transportation Commission on October 20, 2010, approved Delegation Order Number OTC-01, which authorizes the Director of the Oregon Department of Transportation to administer programs related to public transit.

On March 1, 2012, the Director approved Delegation Order Number DIR-04, which delegates the authority to approve this Agreement to the Rail and Public Transit Division Administrator.

SIGNATURE PAGE TO FOLLOW

Jefferson County/State of Oregon
Agreement No. 35651

Jefferson County, by and through its

State of Oregon, by and through its
Department of Transportation

By _____
(Legally designated representative)

By _____
Suzanne Carlson
Public Transportation Division Administrator

Name _____
(printed)

Date _____

Date _____

APPROVAL RECOMMENDED

By _____

By _____ Jovi Arellano

Name _____
(printed)

Date _____ 03/25/2024

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$250,000)

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
Assistant Attorney General

By _____
Recipient's Legal Counsel

Name _____ Sam Zeigler by email
(printed)

Date _____

Date _____ 02/28/2024

Recipient Contact:

Jeff Rasmussen
66 SE D STREET
Madras, OR 97741
1 (541) 475-2449
jeff.rasmussen@co.jefferson.or.us

State Contact:

Jovi Arellano
555 13th St SE
Salem, OR 37301
1 (971) 718-1050
jovi.arellano@odot.oregon.gov

Signed Agreement Return Address: ODOTPTDReporting@odot.state.or.us

EXHIBIT A

Project Description and Budget

Project Description/Statement of Work

Project Title: RVHT Jefferson County 35651				
<i>Preserves the central Oregon veterans' healthcare partnership expansion launched in FY 2022 including Crook County, Deschutes County, and the Confederated Tribes of Warm Springs. Common destinations include Physical Therapy and Dialysis in rural communities and access to VA and oncology services in Bend.</i>				
P-23-6049-01 Item #1: Contracted Service (5310 only)				
	Total	Grant Amount	Local Match	Match Type(s)
	\$214,218.00	\$214,218.00	\$0.00	
P-23-6049-02 Item #1: Mobility Management - 5302(a)(1)(L)				
	Total	Grant Amount	Local Match	Match Type(s)
	\$23,802.00	\$23,802.00	\$0.00	
Sub Total	\$238,020.00	\$238,020.00	\$0.00	
Grand Total	\$238,020.00	\$238,020.00	\$0.00	

1. BACKGROUND

This project continues the contract purchased services and mobility management partnership among Recipient, Crook County, Deschutes County, and Confederated Tribes of Warm Springs Indian Reservation via a purchased services contract.

Mobility management is an approach for managing and delivering coordinated transportation services to customers, including seniors, people with disabilities, and individuals with lower incomes. Mobility management focuses on meeting individual customer needs through a wide range of transportation options and service providers. It also focuses on coordinating these services and providers to achieve a more efficient transportation service delivery system. Mobility managers serve as policy coordinators, operations service brokers, and customer travel navigators. As policy coordinators, mobility managers help communities develop coordination plans, programs, and policies, and build local partnerships. They also work to promote land-use policies that favor transit-oriented development, public transportation, and pedestrian access. As brokers, they coordinate transportation services among all customer groups, service providers, and funding agencies.

And, as travel navigators, they work with human service agencies and/or workforce centers that coordinate the travel and trip planning needs of individuals who receive human service program assistance.

Mobility management activities eligible for funding include:

- Operating transportation brokerages to coordinate service providers, funding resources, and customer needs;*
- Coordinating transportation services for seniors, individuals with disabilities, and individuals with low incomes;*
- Supporting local partnerships that coordinate transportation services;*
- Staffing the development and implementation of coordination plans;*
- Providing travel training and trip planning activities for customers;*
- Developing and operating traveler call centers to coordinate travel information, manage eligibility requirements, and arrange customer travel; and*
- Planning and implementing the acquisition of intelligent transportation technologies to operate a coordinated system.*

2. PROJECT DESCRIPTION

This Agreement provides \$214,218 for contracted service and \$23,802 for mobility management for a total of up to \$238,020 in funding to provide contract-purchased public transit services;

and travel orientation and associated services, to veterans seeking healthcare that improves the reach, efficiency, and affordability of public transportation as a service option.

Mobility management projects include planning, training, and management activities for improving coordination among public transportation service providers, including human service agencies and private providers. These projects build coordination among existing public transportation agencies and increase service options that would not otherwise be available.

Recipient will oversee and monitor the services and performance of any consultants or contractors used in the project.

3. PROJECT DELIVERABLES, TASKS and SCHEDULE

The contracted service will be provided by a contractor selected by Recipient. Recipient shall conduct procurements for purchased public transportation services following federally required procurement processes and provide State with a copy upon request.

To the extent possible, Recipient (and contractors, as applicable), will coordinate the delivery of transportation services with other public and private transportation providers to enhance regional services and to avoid duplication of services. Coordinated service may be made available to a variety of potential users.

Operation of purchased public transit service and fare free options for veterans will conform to the schedule, geography, and modes regularly offered by the Recipient, on an in-district and out-of-district basis. Recipient may amend the service design at any time in accordance with local demand, funding issues, or other situations that require service to be changed. Recipient will inform State if there is a change in the service funded by this Agreement.

Recipient will market the services in culturally appropriate ways. Marketing and promotional activities should be focused on incentivizing ridership through inclusive customer engagement techniques. Activities may include marketing strategies, marketing campaigns, and creating marketing materials. Recipient may use key performance indicators in marketing the service. Recipient is strongly encouraged to take advantage of the veterans' outreach and engagement technical support available through the State's Rural Veterans Healthcare Transportation (RVHT) partnership with Rogue Valley Transportation District's (RVTD) GoVets program.

Recipient is encouraged to set realistic goals and establish measurable outcomes for this project. Goals and outcomes can be related to rides provided to seniors and persons with disabilities, number of rides transitioned from demand responsive to fixed route transit through mobility management efforts, hours of public transportation services to low-income households at the 200 percent poverty threshold, and overall ridership. They can also be related to environmental justice goals. Progress meeting established goals and outcomes should be shared in Recipient's agency periodic report.

Projected ridership goals for the biennium as established in the Recipient's competitive Letter of Interest and/or application are:

*Veteran Rides: 7,348
Veteran Revenue Service Hours: 3,674
Veteran Revenue Service Miles: 88,176*

Ridership is the actual or estimated one-way passenger trips provided to the target population. A passenger trip is a unit of service counted each time a passenger enters the vehicle, is transported and then exits the vehicle. Each different destination constitutes a passenger trip.

Recipient will provide education to veteran services providers, healthcare providers, state and county services, colleges, and other organizations and support events to attract veterans to educate them on transit services.

a. TASK ONE: For the purposes of this agreement, Outreach Events are planned engagement by Provider's staff with the public (or directly with groups of veterans and/or their support

service providers) where an awareness of RVHT services is promoted. Veterans Contacted is an unduplicated count. Veterans Receiving Mobility Management Travel Support includes activities such as travel orientation for a veteran (or group of veterans) on the basic information needed to successfully make use of services offered by the Recipient and its partners under the RVHT program; Travel Training such as hands-on assistance of the Recipient's staff (or volunteers, or partners) to familiarize a veteran (or group of veterans) with using services offered by the Recipient and its partners under the RVHT program; assistance with trip planning an itinerary support, and other mobility management investments in a veteran's public transit traveling proficiency.

This project may also be used to develop and/or support partnerships and connections via the Oregon POINT intercommunity bus line system. Eligible expense may include coordination with neighboring transit systems to facilitate connections to Oregon POINT.

The goal of this project is to preserve access services as developed and delivered under the previous funding cycle while promoting awareness of access opportunities available to veterans.

Estimated Completion Date: September 30, 2025

PROJECT PERFORMANCE MEASURES

The following measure(s) are established to evaluate the effectiveness of the project:

Outreach Events: 8

New Veterans Contacted: 300

New Veterans Receiving Mobility Management Travel Support: 1,000

4. PROJECT ACCOUNTING and MATCHING FUNDING

This Agreement covers contracted public transportation provision, as defined under the 49 USC § 5310 program, as described in FTA Circular 9070.1G, Section III-14-e.

Generally accepted accounting principles and Recipient's own accounting system determine those costs that are to be accounted for as gross operating expenses. The contractor may use capital equipment funded from USDOT- or State-source grants when performing services rendered through a contract funded by this Agreement. Depreciation of capital equipment funded from USDOT- or State-source grants is not an eligible expense.

Recipient shall not use this award to replace, substitute, or otherwise supplant resources it has historically committed (or may otherwise commit) to the work being funded. Recipient may use this award to preserve, continue, or restart work that has previously been funded by RVHT.

RVHT pays the fully allocated cost of a veteran's trip (or the veteran's proportion of a shared ride trip). Recipient may not charge a veteran a fare or any form of co-pay for services reimbursed by the RVHT program. A veteran may make a donation if the Recipient is configured to receive one, however, such a Recipient shall not solicit a donation in any manner from a veteran in relation to a trip being reimbursed by the RVHT program.

Eligible mobility management expenses are administrative or planning costs to develop new projects and do not include capital costs other than durable equipment, supplies, or the cost of operating public transportation services. Incidental durable equipment is an eligible expense up to \$4,999.00 of the total project cost.

This program does NOT require local match.

Recipient may not use assets acquired under this Agreement to compete unfairly with the private sector.

Recipient is granted pre-award authority under this agreement for eligible expenses beginning October 1, 2023.

5. REPORTING and INVOICING REQUIREMENTS

Recipient shall complete an RVHT report for each quarter that reimbursement is requested using the report linked below (unless and/or until it is replaced by the State with a new version):

<https://www.cognitoforms.com/ODOT2/RuralVeteransHealthcareTransportationReport>

Upon submission of the report linked above, Recipient will receive a copy to attach to the RVHT Reimbursement Request in the Oregon Public Transit Information System. Regional Transit Coordinators will NOT approve RVHT Reimbursement Requests unless this report is attached.

Recipient will request reimbursement for covered expenses incurred during each period as prescribed by State. Copies of invoices must be submitted for all vendor charges. In-house charges must be documented showing time specifically associated with the project. Photographs of public transportation activities, and related operations, are encouraged to memorialize the achievement of project deliverables.

EXHIBIT B
FINANCIAL INFORMATION

This Agreement is financed by the funding source indicated below:

State Program STIF: ORS 184.758 through ORS 184.766 and OAR Chapter 732, Divisions 040, 042, and 044.	State Funding Agency Oregon Department of Transportation 355 Capitol St. N.E. Salem, OR 97301-3871		Total State Funding \$238,020.00
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Administered By Public Transportation Division 555 13th St SE Salem, OR 37301

EXHIBIT C

Insurance Requirements

Subagreement Insurance Requirements

GENERAL.

Recipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient 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 Recipient permit work under a subagreement when Recipient 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 the Recipient is a Party.

TYPES AND AMOUNTS.

WORKERS COMPENSATION.

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide **Workers' Compensation Insurance** coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer's Liability Insurance with limits not less than \$500,000 each accident. **Contractor shall require compliance with these requirements in each of its subcontractor contracts.**

COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury and property damage and shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability - Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Amounts below are a minimum requirement as determined by State:

Coverage shall be written on an occurrence basis in an amount of not less than **\$1,000,000** per occurrence. Annual aggregate limit shall not be less than **\$2,000,000**.

AUTOMOBILE LIABILITY.

Automobile Liability Insurance covering Contractor's business-related automobile use covering all owned, non-owned, or hired vehicles for bodily injury and property. Amount below is a minimum requirement as determined by State:

Coverage shall be written with a combined single limit of not less than **\$1,000,000**.

This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

EXCESS/UMBRELLA LIABILITY.

A combination of primary and Excess/Umbrella Liability Insurance may be used to meet the required

limits of insurance.

ADDITIONAL INSURED.

The liability insurance coverages, except Professional Liability or Workers' Compensation/ Employer's Liability, if included, must include the **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured but only with respect to the contractor's activities to be performed under the Subagreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

"TAIL" COVERAGE.

If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance or pollution liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subagreement, for a minimum of twenty-four (24) months following the later of : (i) the contractor's completion and Recipient's acceptance of all Services required under the Subagreement or, (ii) the expiration of all warranty periods provided under the Subagreement. Notwithstanding the foregoing twenty-four (24) month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the twenty-four (24) month period described above, then the contractor may request and State may grant approval of the maximum "tail " coverage period reasonably available in the marketplace. If State approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE.

The contractor or its insurer must provide thirty (30) days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s). **Recipient shall immediately notify State of any change in insurance coverage.**

CERTIFICATE(S) OF INSURANCE.

Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

Recipient Insurance Requirements

1. GENERAL.

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

INSURANCE REQUIREMENT REVIEW.

Recipient agrees to periodic review of insurance requirements by State under this Agreement and

to provide updated requirements as mutually agreed upon by Recipient and State.

2. TYPES AND AMOUNTS.

WORKERS COMPENSATION.

All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Recipient shall require and ensure that each of its subcontractors complies with these requirements. If Recipient is a subject employer, as defined in ORS 656.023, Recipient shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Recipient is an employer subject to any other state's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury, death, and property damage and shall include personal and advertising injury liability, products and completed operations and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability - Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Commercial General Liability Insurance shall not be less than the following amounts as determined by State:

Coverage shall be written on an occurrence basis in an amount of not less than **\$1,000,000** per occurrence.

Annual aggregate limit shall not be less than **\$2,000,000**.

AUTOMOBILE LIABILITY.

Automobile Liability Insurance covering business-related automobile use on all owned, non-owned or hired vehicles for bodily injury and property. Automobile Liability Insurance shall not be less than the following amount as determined by State:

Coverage shall be written with a combined single limit of not less than **\$1,000,000**.

This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

EXCESS/UMBRELLA LIABILITY.

A combination of primary and Excess/Umbrella Liability Insurance may be used to meet the required limits of insurance.

ADDITIONAL INSURED.

The liability insurance coverages, except Professional Liability or Workers' Compensation/Employer's Liability, if included, must include the "**State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees**" as an **endorsed** Additional Insured but only with respect to the Recipient's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

WAIVER OF SUBROGATION.

Recipient shall waive rights of subrogation which Recipient or any insurer of Recipient may acquire against the department or State of Oregon by virtue of the payment of any loss. Recipient will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the State has received a waiver of subrogation endorsement from the Recipient or the Recipient'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 Recipient shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of:

- i. Recipient's completion and State's acceptance of all project work required under the Agreement, or
- ii. State or Recipient termination of this Agreement, or
- iii. The expiration of all warranty periods provided under this Agreement.

3. NOTICE OF CANCELLATION OR CHANGE.

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

4. CERTIFICATE(S) AND PROOF OF INSURANCE.

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

5. STATE ACCEPTANCE.

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

AMENDMENT 2
Jefferson County Special Transportation Fund Services Contract

This Second Amendment to the July 1, 2021 Special Transportation Fund Services Contract between Jefferson County, a political subdivision of the State of Oregon ("County") and Central Oregon Intergovernmental Council ("Contractor"), is amended, effective upon signing of all parties, as set forth below. Except as provided herein, all other provisions of the contract remain the same and in full force.

RECITALS:

WHEREAS, on or about March 28th, 2024, the County was awarded Rural Veterans Healthcare Transportation (RVHT) funding under Oregon Department of Transportation (ODOT) Intergovernmental Agreement (IGA) #35651; and

WHEREAS, COIC operates Cascade East Transit (CET), a regional public transit service provider throughout the Central Oregon region; and

WHEREAS, IGA #35651 permits the County to subcontract its obligations subject to the requirements of Section 2 of IGA #35651; and

WHEREAS, County wishes to subcontract, and COIC wishes to be subcontracted, to perform the obligations of IGA #35651 as described herein.

Signatory's Warranty:

Each party warrants to each other party that they are fully authorized and competent to enter into this Amendment to the Special Transportation Fund Services Contract between the County and Contractor in the capacity indicated by their signature and agrees to be bound by this amended Agreement.

IN WITNESS WHEREOF, Contractor and County have executed this Amendment.

CONTRACTOR

COUNTY

COIC

Jefferson Board of County Commissioners

Signature

Mark Wunsch, County Commissioner

Tammy Baney

Wayne Fording, County Commissioner

Executive Director

Kelly Simmelink, County Commissioner

Date

Date

AGENDA ITEM COVERSHEET

Admin. Session
 Action Item

Consent Agenda
 Report/Request

Public Hearing
 Other/Announcements

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

Zoom Video Communications Inc., annual invoice for \$1,759.20.

Department: Public Health

Date Submitted: 3/27/2024

Contact Person: Michael Baker/Karla Hood

Phone: 541-475-4456

Effective Dates of Contract/Grant/ Proposal: March 13, 2024 - March 12, 2025

Amount of Contract/Grant/Proposal: \$1,759.20

Requested Agenda Date: 4/3/2024

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

Finance Director: _____

County Counsel: _____

CAO: _____

AGENDA ITEM BRIEF DESCRIPTION:

Requesting to use Fund 253 line 253-101-520-3312 Local Reinvestment/Other Contracts or 253-101-520-6129 Unallocated Fund to pay the annual Zoom invoice #247348256. The Zoom account is utilized by several County Dents.

BACKGROUND/SUMMARY STATEMENT:

Recommended for approval by Michael Baker, PH Director

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

Discuss and move to approve

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

Motion to sign and approve

ATTACHMENTS: Original Document

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

Please return a signed/numbered document to Karla at Public Health.

Invoice

Zoom Video Communications Inc.
55 Almaden Blvd, 6th Floor
San Jose, CA 95113

Invoice Date: Mar 13, 2024
Invoice #: INV247348256
Payment Terms: Due Upon Receipt
Due Date: Mar 13, 2024
Account Number: 51871177
Currency: USD
Payment Method: MasterCard *****1037
Account Information: Jefferson County Public Health

Federal Employer ID Number: 61-1648780

Purchase Order Number:

Tax Exempt Certificate ID:

Zoom W-9

Sold To Address: 715 SW 4TH ST,
MADRAS, Oregon 97741
United States

michael.baker@co.jefferson.or.us

Bill To Address: 715 SW 4TH ST,
MADRAS, Oregon 97741
United States

michael.baker@co.jefferson.or.us

Charge Details

Charge Description	Subscription Period	Subtotal	Taxes, Fees & Surcharges	Total
Charge Name: Zoom One Business Annual Quantity: 10 Unit Price: \$219.90	Mar 13, 2024 - Mar 12, 2025	\$2,199.00	\$0.00	\$2,199.00
Charge Name: Zoom One Business - Discount Discount: 20.00% <i>Notes: Proration credit for products are applied at MSRP, hence you see this prorated discount charge to provide net credit.</i>	Mar 13, 2024 - Mar 12, 2025	\$-439.80	\$0.00	\$-439.80
			Subtotal	\$1,759.20

	Total (Including Taxes, Fees & Surcharges)	\$1,759.20
	Invoice Balance	\$0.00

Taxes, Fees & Surcharge Details

Charge Name	Tax, Fee or Surcharge Name	Jurisdiction	Charge Amount	Tax, Fee or Surcharge Amount
Total of Taxes, Fees & Surcharges				\$0.00

Transactions

	Invoice Total	\$1,759.20
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Transaction Date	Transaction Number	Transaction Type	Description	Applied Amount
Mar 13, 2024	P-289874239	Payment		\$-1,759.20
Invoice Balance				\$0.00

Need help understanding your invoice?

[Click here](#)

Standard Pro and Standard Biz are now called Zoom One Pro and Zoom One Business. Please note that your Services will remain the same and that this name change does not change the price of your current subscription.

Please note ZoomIQ for Sales is now called Zoom Revenue Accelerator. Your Services will remain the same and this name change does not change your current subscription pricing.

This plan includes products with monthly and/or yearly subscription periods. The subscription period for each plan, and the total charge, \$1759.20 (plus applicable taxes and regulatory fees), per subscription period for that product are set out above in the Charge Details section. Unless you cancel, your subscription(s) will auto-renew each subscription period and each subscription period thereafter, at the price(s) listed above (plus any taxes and regulatory fees applicable at the time of renewal) and your payment method on file at zoom.us/billing will be charged. You can cancel auto-renewal anytime, but you must cancel by the last day of your current subscription period to avoid being charged for the next subscription period. You will not be able to cancel your "base plan" (Zoom Meetings, Zoom Phone, or Zoom Rooms) without first canceling all other subscriptions in your plan. If you cancel, you will not receive a refund for the remainder of your then-current subscription period. You

can cancel by navigating to zoom.us/billing and clicking "Cancel Subscription," clicking through the prompts, and then clicking to confirm cancellation. Should Zoom change its pricing, it will provide you with notice, and you may be charged the new price for subsequent subscription.

Zoom Phone services provided by Zoom Voice Communications, Inc. Rates, terms and conditions for Zoom Phone services are set by Zoom Voice Communications, Inc

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

IN THE MATTER OF SETTING THE
COMPENSATION OF AN EMPLOYEE

}
}

SALARY ORDER NO. _____

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

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

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

Employee Name: Theresacam Nguyen Offer Date: 3-25-24 Start Date: 4-15-24
Position: Healthy Communitites Specilaist Department: Public Health Grade: 18 Step: 14
Wages: Per Hour: \$29.63 Per Month: \$5,155.62 Annual: \$61,865.38 Hours per Week: 40
Leave Benefits (hours per month): Vacation: 8 Sick: 8 Admin: 0 Wage Matrix: (A/B) B
Probation Period: 9 months Benefits Group: SW Residency Required: (Yes/No) No

Other Benefits or conditions not stated above:

After full six months employment, employee pays PERS IAP contribution currently at 6%.

This position IS or IS NOT exempt from overtime and/or compensatory time-off (pick one). A management or supervisory position is exempt from overtime and may be required to work more hours than specified as a condition of employment and will not be compensated for those extra hours.
Theresacam Nguyen, accept the above tentative job offer terms and conditions of employment. I understand that this offer of employment constitutes the entire employment offer made by Jefferson County and that this job offer is not final until the Board of Commissioners approves this order. In accepting the offer of employment, I certify my understanding that employment will be on an at-will basis.
Employee Signature: Theresacam Nguyen Date: 03/26/2024

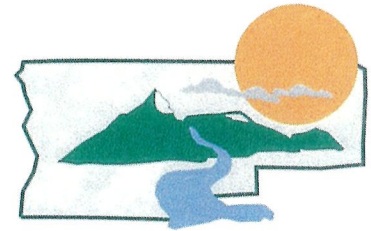
APPROVED, ADOPTED, AND ORDERED this _____ day of _____

ATTEST: [Signature] BOARD OF COMMISSIONERS
Department Director _____ Commissioner, Chair: _____
Finance Director: _____ Commissioner: _____
County Administrative Officer: _____ Commissioner: _____

PERS ENROLLMENT DATES: QUALIFYING _____ START _____
GL BUDGET LINE ITEM: _____ - 510 - _____ ANNIVERSARY DATE: _____

JEFFERSON COUNTY PUBLIC HEALTH

500 NE A Street, Ste. 102 ▪ Madras, OR 97741 ▪ Ph: (541) 475-4456 ▪ Fax (541) 475-0132



AUTHORIZATION FOR ATTENDANCE AND TRAININGS

TODAYS DATE: 4/1/24

REQUESTED BY Michael Baker

I would like authorization to attend the following: Training Conference Meeting

National Rural Health Association Health Equity and Annual Conference

Topic: Rural Health

Registration expense: \$1,200

Lodging expense: \$1,700

Estimated meal expense: \$200

Mode of Transportation: Air Motor Pool Private Vehicle Auto Passenger Other N/A

Mileage expense: \$800

TOTAL EXPENSE: \$3,900

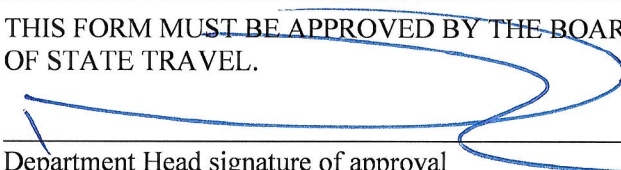
Total time away from work: 40 HRS

Is conference/workshop required by grant for licensing? Yes No

Where is conference being held? (City, State): New Orleans, Louisiana

Date of conference: May 6- May 10, 2024

THIS FORM MUST BE APPROVED BY THE BOARD OF COMMISSIONERS IF THERE IS OUT OF STATE TRAVEL.


Department Head signature of approval

4/1/24

Date

Reviewed by Board of Commissioners

Date



Health Equity Conference

May 6-7, 2024 New Orleans, La.

[Register](#)

Let's march on down to New Orleans

Join NRHA and hundreds of rural health leaders from across the country down in the bayou to help raise the standard for rural health with over 80 innovative, practical, and cost-saving sessions and much more.

NRHA's expanded Health Equity Conference, one of the only meetings in the nation to focus on health equity issues in rural America, is **May 6-7** in New Orleans, La.

This conference is designed for those who are dedicated to bringing quality health care and health care services to underserved and often under-represented populations, including LGBTQIA+, veteran, and homeless rural residents as well as multiracial and multicultural members of rural communities.

"If you're interested in actively engaging in transformational work on behalf of rural communities, NRHA's annual events are where it's at." – NRHA member Peggy Wheeler

We are so excited to see everyone in New Orleans this spring.



Agenda

2024 Health Equity Conference Agenda

2024 Health Equity Conference agenda (draft updated 03.20.24)

Past agendas:

2023 Health Equity Conference agenda

2022 Health Equity Conference agenda

2021 Health Equity Conference agenda

2020 Health Equity Conference agenda

2019 Health Equity Conference agenda

2018 Health Equity Conference agenda

NRHA certificates of attendance will be available at the registration desk. Attendees may use

assistance.

^ non-member registration rate includes a one-year complimentary membership for those who have not previously been members. This does not include exhibitors, who should reference the conference prospectus for benefits associated to exhibiting.

Contact **NRHA's registration team** or call 816-756-3140 for more information.

Student Rate Policy

Student registration is only available to full-time students enrolled in at least **12 concurrent credit hours per semester (or 9 hours for graduate students)** of a health-related training program at any level. Individuals with full-time employment are **not** eligible for student registration. Registrants will be required to provide a class schedule reflecting currently enrolled credit hours and to confirm employment status.

NRHA COVID policy

With your onsite registration, you certify that you are, or will be prior to the conference, fully vaccinated against COVID-19 by one of the three FDA approved vaccines (Pfizer, Moderna, or J&J).

NRHA will adhere to CDC Guidelines on Masking according to their **COVID-19 Community Level Tool** that determines prevention steps according to threat levels. While masks are always encouraged, they will not be required except when the community threat level as determined by the CDC for the New Orleans metropolitan area is HIGH, or if state/local mandates are imposed at the time of our conference.

NRHA Refund policy

For cancellations received by National Rural Health Association at least 30 days prior to a conference or seminar, a full refund, less a 30% processing fee, will be provided to the registrant.

For cancellations received less than 30 days prior to a conference or seminar, a credit towards attendance at a future conference or seminar will be provided.

No refunds or credits will be provided for no-shows and cancellation notifications received after the conference or seminar is held.



Exhibitors

Advertisers and sponsors

NRHA accepts **sponsorships for the association's Health Equity Conference**, providing a valuable opportunity for your organization to gain visibility. These sponsorships, ads and partnerships are great ways to get your company's message in the hands of hundreds of attendees. Remember, one-third of all U.S. hospitals are rural facilities.

Don't miss the opportunity to increase your visibility in the rural market by engaging with our audience throughout the year by **becoming a vetted NRHA Partner**.



Annual Rural Health Conference

May 7-10, 2024 New Orleans, La.

[Register](#)

Let's march on down to New Orleans

Join NRHA and hundreds of rural health leaders from across the country down in the bayou to help raise the standard for rural health with over 80 innovative, practical, and cost-saving sessions and much more.

NRHA's 47th Annual Rural Health Conference, **9th Rural Hospital Innovation Summit**, and associated events are **May 6-10** in New Orleans, La.

Don't miss **NRHA's expanded Health Equity Conference May 6-7** and **Rural Medical Education Conference** occurring immediately beforehand on **May 7**.

"If you're interested in actively engaging in transformational work on behalf of rural communities, NRHA's annual events are where it's at." - NRHA member Peggy Wheeler

We are so excited to see everyone in New Orleans this spring.



Agenda

2024 agenda

2024 Annual Rural Health Conference agenda (draft updated 03.19.24)

Past agendas:

2023 Annual Rural Health Conference agenda

2022 Annual Rural Health Conference agenda

2021 Annual Rural Health Conference agenda

2020 Annual Rural Health Conference agenda

2019 Annual Rural Health Conference agenda

2018 Annual Rural Health Conference agenda

NRHA certificates of attendance will be available at the registration desk. Attendees may use these certificates with third-party organizations or their employer as documentation of having received conference hours of instruction.

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Exhibitors

Exhibitors, Sponsors and Advertisers

NRHA provides sponsorships for all its events, offering your organization the best opportunity to enhance visibility among those serving rural healthcare. It's essential to note that one-third of all U.S. hospitals operate in rural areas.

Sponsorships and Exhibits

Seize the unique opportunity to elevate your brand and forge valuable relationships at the nation's premier rural healthcare conference. Engage directly with rural health professionals and thought leaders by exhibiting or through sponsorship.



Accommodations

Conference Hotel

Sheraton New Orleans Hotel

500 Canal Street

New Orleans, LA 70139

Book your hotel online by April 18 to receive the group rate of **\$239 plus tax** or mention NRHA when you call to reserve within our discounted room block.

Continuing education

By attending the Annual Rural Health Conference offered by the National Rural Health Association, participants may earn up to nine hours ACHE Qualified Education Hours toward initial certification or recertification of the Fellow of the American College of Healthcare Executives (FACHE) designation. **Download an attendance certificate** for the most recent Critical Access Hospital Conference.

COVID-19 Precautions

NRHA strongly recommends all attendees are fully vaccinated against COVID prior to attending. The CDC has identified the following **symptoms of a COVID-19 infection**. If you have one or more of these symptoms in the days prior to or during the event, **please do not participate**.

If you are waiting for COVID-19 test results or have had close contact with a person who has tested positive for or who has COVID-19 symptoms, **please stay home unless you receive a negative test result** before the event. Also, **please report to NRHA if you test positive for COVID after the event** such that you may have received and/or spread the virus at the event.

Please review the **current guidance and resources for Louisiana**. As the COVID-19 virus and its variants are highly contagious, event attendees acknowledge the risk of exposure, assume all such risk, and NRHA shall not be held liable.

Security

Unfortunately, it is becoming more common for association meetings and conventions to be targeted by third-party websites and online scams. NRHA never uses a third party booking service and registration for NRHA conferences is only possible via the online registration links found on our website.

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