

## **CROOK COUNTY WORK SESSION AGENDA**

Wednesday, December 13, 2023 at 9:00 am

## Crook County Administration Conference Room I 203 NE Court St. I Prineville OR

Members of the public and media are welcome to attend in person or via Zoom: Phone: 1-253-215-8782; Meeting ID: 962 4214 4333; Passcode: 970900

#### **PUBLIC COMMENT**

#### DISCUSSION

1. Community Development Monthly Update - October

Requester: Will VanVactor

Community Development Director

2. Community Development Monthly Update - November

Requester: Will VanVactor

Community Development Director

3. Community Development Strategic Plan

Requester: Will VanVactor

Community Development Director

4. Vehicle Purchase

Requester: Will VanVactor

Community Development Director

5. Review of updated IGA for ePermit System

Requester: Will VanVactor

Community Development Director

6. Consider approval of Amendment # 2 to Indefeasible Right To Use (IRU) agreement with PrineTime Internet Solutions, LLC, for County facilities fiber connections

Requester: Nick Lilly Facilities Director

7. Justice Center was awarded Pacific Power E-Mobility Grant

Requester: Nick Lilly

8. Goods and Services Contract TEC Equipment

Requester: Rebecca Keegan

9. Human Resources Roadmap

Requester: Andy Parks

10. Commission Position #1 Vacancy

Requester: Andy Parks

#### ADMINISTRATOR REPORT

#### **COURT MEMBER UPDATES**

#### **EXECUTIVE SESSION**

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

#### **NOTICE AND DISCLAIMER**

The Crook County Court is the governing body of Crook County, Oregon, and holds work sessions to deliberate upon matters of County concern. As part of its efforts to keep the public apprised of its activities, the Crook County Court has published this PDF file. This files contains the material to be presented before the County Court for its next scheduled work session.

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Additional items may be discussed that arise too late to be included as a part of this notice. For information about adding agenda items, please contact the County Administration office at 447-6555. Assistance to handicapped individuals is provided with advance notice.

Contact: Seth Crawford (seth.crawford@co.crook.or.us (541) 447-6555) | Agenda published on 12/11/2023 at 3:47 PM

## **AGENDA ITEM REQUEST**



Date:

November 15, 2023

## Meeting date desired:

November 29, 2023

#### Subject:

CDD Monthly Update

## **Background and policy implications:**

Update on Department services, including permit and application activity.

## **Budget/fiscal impacts:**

N/A

## Requested by:

Will Van Vactor will.vanvactor@crookcountyor.gov | 541.447.3211

#### **Presenters:**

Will Van Vactor Randy Davis

## Legal review (only if requested):

n/A

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

# Community Development Department

Mailing: 300 NE Third St. RM 12, Prineville, OR 97754 ☐ Phone: 541-447-32



# **MEMO**

TO: Crook County Court

FROM: Will Van Vactor, Director

Randy Davis, Building Official

DATE: December 7, 2023

SUBJECT: Community Development Activity Update

Below is a summary of building, planning and onsite activity for the last month.

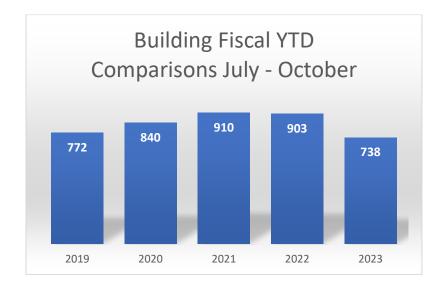
## **Building:**

## Permits issued summary (October):

Permit Type	Number of Permits
New Residential Dwellings (Site Built or	14
Manufactured)	
Commercial (plumbing, electrical, structural,	49
etc.)	
Residential Permits (plumbing, electrical,	105
mechanical etc.)	
Residential Structural (shops, etc.)	18
Other (e.g. demo)	0
TOTAL	186

## **Comparisons:**

Time Frame	Permits
October 2023	186
October 2022	229
YTD 2023	1793
YTD Comparison 2022	2234
Fiscal YTD 2023-2024	738
Fiscal YTD Comparison 2022-2023	903



## **Active Permits:**

Permit Type	Amount Still Active as of end of October
Dwellings (Site Built or Manufactured)	235
Other Residential Permits	829
Commercial Permits	292

## **Daily Inspections:**

Inspection Type	Amount this month
Residential	1062
Commercial	218
All	1280

## **Larger Projects Under Construction:**

Justice Center		
	CCO5&6 Data Center	
	Apple Data Center	
	Hangars at Airport	
	Museum	
	OID Project	
Area H & I of Prineville Campus		
Sherptek (Prineville Campus)		
Advantage Dental Remodel		
C.O.P. Prineville Campus "H" Occupancy		
CCSD Remodel for Daycare		
	14 unit RV Park	

Autozone		
R-2 Construction – 22,840 sq ft Industrial Building with Office Space		
Abby's Pizza		
9600 sq. ft. Commercial Structure – Construction company shop/warehouse on Cessna Dr.		

## **Larger Projects Under Review or Incoming:**

PI	RN1 Retrofit
Page Ct. – 10,064 sq ft light industrial building	

## Planning:

## Applications received (October):

Application Type	# of Applications (October 2023)	YTD
Appeals	1	1
Variance	0	4
Site Plan Review	17	212
Land Partition	2	6
Combine/Un-Combine Lots	0	0
Road Approach	4	26
Boundary Line Adjustment	1	8
Destination Resort	0	1
Conditional Use	0	7
Miscellaneous (Temporary	1	40
Hardship Two-year renewals)		
Sign	0	2
Extension	0	6
Subdivision	0	1
Amendment	0	3
Road Name/Rename	0	2
Vested Right	0	1
TOTAL	26	320

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Time Frame	Permits
October 2023	26
October 2022	26
YTD 2023	319
YTD Comparison 2022	395
Fiscal YTD 2023-2054	104
Fiscal YTD Comparison 2022 - 2023	140



## **Notable Land Use Applications:**

Request	Status
Grandridge II (15 lots)	Approved – pending appeal
Huston Agri-Tourism	Hearing scheduled for 11/8/23
RMG Modification	Approved – pending appeal

## **Notable City Land Use Applications:**

Reque	st	Status

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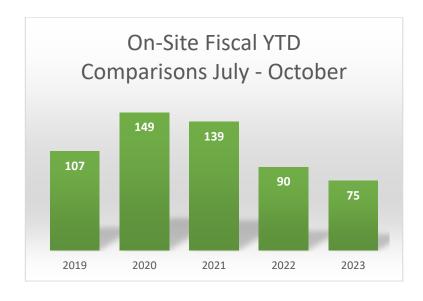
## On-Site:

## Applications (October):

Application Type	Number of Applications
Residential Authorization	3
Commercial Authorization	0
Construction Permit (Residential)	6
Construction Permit (Commercial)	0
Repair (Major) - Residential	1
Repair (Minor) - Residential	3
Repair (Major) - Commercial	0
Repair (Minor) - Commercial	0
Residential Site Evaluation	2
Commercial Site Evaluation	0
Alteration (Minor) – Residential	0
Alteration (Major) – Residential	0
Alteration (Minor) - Commercial	0
TOTAL	15

## **Comparisons:**

Time Frame	Permits
October 2023	15
October 2022	28
YTD 2023	178
YTD Comparison 2022	260
Fiscal YTD 2023-2024	75
Fiscal YTD Comparison 2022 - 2023	90



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## **Code Compliance:**

## Case Load:

	Building	Land Use	Waste	Septic
Year				
YTD 2023	37	42	19	7

## Activity:

Case Opened in October: 2 Case Closed in October: 4

## **AGENDA ITEM REQUEST**



Date:

December 5, 2023

## Meeting date desired:

December 13, 2023

#### Subject:

CDD Monthly Update

## **Background and policy implications:**

Update on Department services, including permit and application activity.

## **Budget/fiscal impacts:**

N/A

## Requested by:

Will Van Vactor will.vanvactor@crookcountyor.gov | 541.447.3211

#### **Presenters:**

Will Van Vactor Randy Davis

## Legal review (only if requested):

n/A

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

# Community Development Department

Mailing: 300 NE Third St. RM 12, Prineville, OR 97754 ☐ Phone: 541-447-32



# **MEMO**

TO: Crook County Court

FROM: Will Van Vactor, Director

Randy Davis, Building Official

DATE: December 5, 2023

SUBJECT: Community Development Activity Update

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Below is a summary of building, planning and onsite activity for the last month.

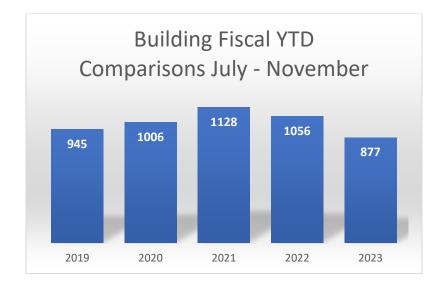
## **Building:**

Permits issued summary (November):

Permit Type	Number of Permits
New Residential Dwellings (Site Built or	
Manufactured)	8
Commercial (plumbing, electrical, structural,	
etc.)	30
Residential Permits (plumbing, electrical,	
mechanical etc.)	79
Residential Structural (shops, etc.)	17
Other (e.g. demo)	1
TOTAL	135

## **Comparisons:**

Time Frame	Permits
November 2023	135
November 2022	153
YTD 2023	1933
YTD Comparison 2022	2399
Fiscal YTD 2023-2024	877
Fiscal YTD Comparison 2022-2023	1056



## **Active Permits:**

Permit Type	Amount Still Active as of end of November
Dwellings (Site Built or Manufactured)	215
Other Residential Permits	784
Commercial Permits	280

## **Daily Inspections:**

Inspection Type	Amount this month
Residential	857
Commercial	182
All	1039

## **Larger Projects Under Construction:**

Justice Center	
CCO5&6 Data Center	
Apple Data Center	
Hangars at Airport	
Museum	
OID Project	
Area H & I of Prineville Campus	
Sherptek (Prineville Campus)	
Advantage Dental Remodel	
C.O.P. Prineville Campus "H" Occupancy	
CCSD Remodel for Daycare	
14 unit RV Park	

Autozone		
R-2 Construction – 22,840 sq ft Industrial Building with Office Space		
Abby's Pizza		
9600 sq. ft. Commercial Structure – Construction company shop/warehouse on Cessna Dr.		

## **Larger Projects Under Review or Incoming:**

	PRN1 Retrofit
	Page Ct. – 10,064 sq ft light industrial building
Butcher Block	

## Planning:

## Applications received (November):

Application Type	# of Applications (November 2023)	YTD
Appeals	0	1
Variance	0	4
Site Plan Review	15	227
Land Partition	0	6
Combine/Un-Combine Lots	0	0
Road Approach	1	27
Boundary Line Adjustment	0	8
Destination Resort	0	1
Conditional Use	3	10
Miscellaneous (Temporary	3	43
Hardship Two-year renewals)		
Sign	0	2
Extension	0	6
Subdivision	0	1
Amendment	0	3
Road Name/Rename	0	2
Vested Right	1	2
TOTAL	23	343

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Time Frame	Permits
November 2023	23
November 2022	16
YTD 2023	343
YTD Comparison 2022	410
Fiscal YTD 2023-2024	124
Fiscal YTD Comparison 2022 - 2023	156



## **Notable Land Use Applications:**

Request	Status
Huston Agri-Tourism	11/8 Hearing was continued to 12/13/23

## **Notable City Land Use Applications:**

Request	Status		

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## On-Site:

## Applications (November):

Application Type	Number of Applications
Residential Authorization	3
Commercial Authorization	0
Construction Permit (Residential)	7
Construction Permit (Commercial)	0
Repair (Major) - Residential	2
Repair (Minor) - Residential	1
Repair (Major) - Commercial	0
Repair (Minor) - Commercial	0
Residential Site Evaluation	3
Commercial Site Evaluation	0
Alteration (Minor) – Residential	0
Alteration (Major) – Residential	0
Alteration (Minor) - Commercial	0
TOTAL	16

## **Comparisons:**

Time Frame	Permits
November 2023	16
November 2022	12
YTD 2023	194
YTD Comparison 2022	272
Fiscal YTD 2023-2024	91
Fiscal YTD Comparison 2022 - 2023	102



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## **Code Compliance:**

## Case Load:

	Building	Land Use	Waste	Septic
Year				
YTD 2023	42	45	19	8

## Activity:

Case Opened in November: 5 Case Closed in November: 4

## **AGENDA ITEM REQUEST**



Date:

12/4/2023

#### Meeting date desired:

December 13, 2023 (Work Session)
December 20, 2023 (Regular Court Meeting)

#### Subject:

Community Development Strategic Plan

#### **Background and policy implications:**

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

A copy of the draft Strategic Plan is attached.

#### **Budget/fiscal impacts:**

None

#### Requested by:

Will Van Vactor will.vanvactor@crookcountyor.gov | 541.447.3211

#### **Presenters:**

Will Van Vactor

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

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



Crook County Community Development Department

# Strategic Plan

2023-2028



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#### **INTRODUCTION**

#### STRATEGIC PLAN BACKGROUND

#### **PURPOSE**

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

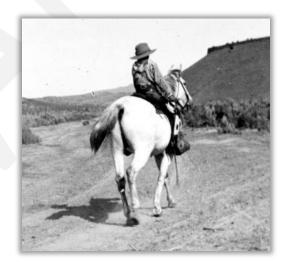
#### **PLANNING PROCESS**

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

A draft of the Strategic Plan was presented to the public and County Court on [insert date].

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

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



#### **OVERVIEW AND MISSION STATEMENT**

#### **CROOK COUNTY**

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

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

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

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

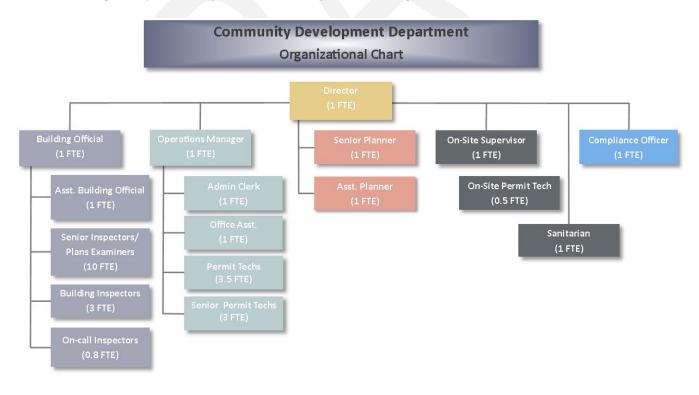
#### **COMMUNITY DEVELOPMENT DEPARTMENT**

#### MISSION STATEMENT

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

#### **DEPARTMENT ORGANIZATION**

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



<sup>&</sup>lt;sup>2</sup> There are six unfilled positions as of the date of this strategic plan.

#### **BUDGET OVERVIEW**

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

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

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

Crook County								
Community Developmen	nt							
FY 2024 BUDGET, numbers shown in thousands								
	•							2024
	Α	CTUALS	В	UDGET	ESTIMATE		<b>ADOPTED</b>	
Resources								
Beginning Fund Balance	\$	6,480	\$	10,677	\$	11,107	\$	10,670
Revenue								
Licenses, Permits & Fees		7,980		4,693		3,045		3,804
Charges for Services		12		8		3		9
Miscellaneous		53		110		217		375
Total Revenue		8,046		4,811		3,265		4,188
Total Resources		14,526		15,487		14,372		14,858
Requirements								
Appropriation								
Building	Ś	2,014	Ś	2,601	\$	2.131	\$	3.138
Code Enforcement	7	2,014	7	104	7	106	7	149
Electrical		463		662		548		532
On-Site		233		323		271		353
Planning		709		954		646		938
Transfers		-		_		-		-
Contingency		_		1,976		-		750
Total Appropriation	_	3,419		6,619		3,702		5,860
Other Requirements		•		•		•		
Reserved for Future		-		8,868		-		8,998
Expenditure								•
Total Requirements	\$	3,419	\$	15,487	\$	3,702	\$	14,858

#### **RESPONSIBILITIES AND DUTIES**

BUILDING

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

The building team seeks to effectively and professionally:

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

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

#### **CODE COMPLIANCE**

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

#### ONSITE (SEPTIC)

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

#### **OPERATIONS**

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

#### PLANNING

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



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

#### **COUNTY COURT WORK PLAN**

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

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

#### **STRATEGIC POSTURE**

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

## STAKEHOLDER FEEDBACK

#### BUILDING

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



#### **CODE COMPLIANCE**

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

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

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

#### ONSITE (SEPTIC)

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

#### **PLANNING**

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

#### **SWOT ANALYSIS**

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

	S Strengths	<b>W</b> Weaknesses	O Opportunities	T Threats
•	Employees Financial position Relationships Turnaround time on customer requests Internal county support Demand for services Technology (Accela, GIS, Eagleview)	<ul> <li>Physical Office Space</li> <li>Recruiting</li> <li>Comprehensive Plan</li> <li>Staff certification and training</li> <li>Succession planning</li> </ul>	<ul> <li>Development trends</li> <li>Desirable location</li> <li>Increased training</li> <li>Digital plan review         (Building)</li> <li>New office space</li> <li>Online application submittals (Planning)</li> <li>Staff retention</li> </ul>	<ul> <li>Economic and real estate market</li> <li>Natural disasters</li> <li>Employee turnover</li> <li>Bureaucracy and changing regulations</li> <li>Product availability, supply chain issues</li> </ul>

## STRATEGIC GOALS AND INITIATIVES

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

#### STRATEGIC GOALS

#### GOAL 1

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

#### GOAL 2

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

#### GOAL 3

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

#### STRATEGIC INITIATIVES

#### BUILDING

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

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

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

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

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

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

#### CODE COMPLIANCE

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

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

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

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

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

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

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

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

#### **ONSITE**

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

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

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

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

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

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

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

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

#### **OPERATIONS**

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

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

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

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

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

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

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

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

#### PLANNING

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

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

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

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

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

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

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

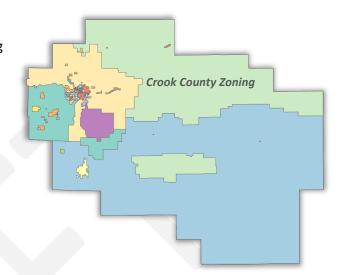
- Improve understanding of development process from other departments.
- Improve general understanding of development financing process.
- Develop training program to assist public.

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

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

## **KEY PERFORMANCE INDICATORS (KPIS)**

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



#### BUILDING

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

#### **CODE COMPLIANCE**

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

## ONSITE (SEPTIC)

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

#### **OPERATIONS**

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

#### PLANNING

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

## **NEXT STEPS AND CONCLUSION**

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

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



## **AGENDA ITEM REQUEST**



Date:

December 5, 2023

Meeting date desired:

December 13, 2023

Subject:

Vehicle Purchase

**Background and policy implications:** 

Purchasing options for replacement of inspection vehicles

**Budget/fiscal impacts:** 

Requested by:

Will Van Vactor will.vanvactor@crookcountyor.gov | 541.447.3211

**Presenters:** 

Will Van Vactor Randy Davis

Legal review (only if requested):

n/A

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



## Community Development Department

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

Phone: (541) 447-3211

Email: <u>bld@crookcountyor.gov</u>
Website: <u>www.co.crook.or.us</u>

Date: December 5, 2023

To: Crook County Court

From: Will VanVactor & Randy Davis

**Crook County Community Development** 

Re: Purchasing (4) Vehicles for Building Inspectors

In FY 22-23 Community Development had approval to purchase three (3) Ford Rangers in the amount of \$93,792.48, to replace current fleet vehicles. An agreement to purchase was signed with Kendall Ford of Bend in September of 2022. By July of 2023 the vehicles had not been delivered. We followed up with multiple Ford dealerships in the area to see about placing an order again. Based on the feedback we received, there are still a number of production issues with Ford vehicles, so they cannot guarantee when any vehicles will be delivered. The best guess was summer of 2024.

The department has three (3) Ford Edge inspection vehicles which are getting to a mileage point of potential transmission issues and one (1) that we just had to auction due to high repair costs. To keep the inspectors on the road we need to purchase replacement vehicles this fiscal year. Based on Ford's response we looked at other options. We reached out to Chevrolet for quotes on a similar size pickup, the Chevrolet Colorado. We received three quotes as follows:

- Dick Hannah Chevrolet Vehicle Price \$32,613.30, order would be "will try" with no guarantee.
- Gary Gruner Chevrolet Vehicle Price \$34,915.00, expected delivery four months from order date.
- Chevrolet of Bend Vehicle Price \$35,415.00

In FY 23-24 we allocated \$114,000 for the purchase of three vehicles from 212-1200 (Electrical) & 1300 (Building). We would like to purchase four (4) vehicles to keep up on the fleet rotation. If using the three quotes is acceptable, we would be looking at a total of four (4) Chevrolet Colorado's for an approximate cost of \$140,000, which is \$26,000 over the amount allocated in FY 23-24. Due to the timing of the FY 22-23 vehicle transaction falling through, the \$93,792.48 was not spent but the FY 23-24 budget was set. Those funds are still available, just not specifically allocated.

In light of the reasonable time estimate and price proposed by Gary Gruner Chevrolet, we recommend purchasing the requested vehicles from Gary Gruner Chevrolet.

# **Crook County**

Prepared For: Katrina Weitman

Vehicle: [Fleet] 2024 Chevrolet Colorado (14C43) 4WD Crew Cab WT



\$32,613.30 Per State of Oregon Price Agreement #1070000012917 Includes Privilege Tax, Corporate Activity Tax, Delivery and E- Plates

Vehicle: [Fleet] 2024 Chevrolet Colorado (14C43) 4WD Crew Cab WT ( ✓ Complete )

## **Price Summary**

PRICE SUMMARY			
	Invoice	MSRP	
Base Price	\$31,291.20	\$32,800.00	
Total Options	(\$254.90)	(\$260.00)	
Vehicle Subtotal	\$31,036.30	\$32,540.00	
Dealer Advertising Adjustment	\$0.00	\$0.00	
Destination Charge	\$1,595.00	\$1,595.00	
Grand Total	\$32,631.30	\$34,135.00	

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Dec 4, 2023 Page 2

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C5J

## **Dick Hannah Chevrolet**

DJ Anderson | 503-454-4960 | dj@dickhannah.com

Vehicle: [Fleet] 2024 Chevrolet Colorado (14C43) 4WD Crew Cab WT ( ✓ Complete )

Selected Mo	odel and Options		
MODEL			
CODE	MODEL	Invoice	MSRP
14C43	2024 Chevrolet Colorado 4WD Crew Cab WT	\$31,291.20	\$32,800.00
COLORS			
CODE	DESCRIPTION		
GAZ	Summit White		
NOTE			
CODE	DESCRIPTION	Invoice	MSRP
**	** DUE TO SEMICONDUCTOR SUPPLY SHORTAGES, FEATURE AVAILABILITY WILL CHANGE THROUGHOUT THE MODEL YEAR. SEE THE WINDOW LABEL OF A SPECIFIC VEHICLE TO DETERMINE ITS CONTENT. **	\$0.00	\$0.00
EMISSIONS			
CODE	DESCRIPTION	Invoice	MSRP
NE1	Emissions, Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont and Washington state requirements	\$0.00	\$0.00
ENGINE			
CODE	DESCRIPTION	Invoice	MSRP
L2R	Engine, 2.7L Turbo (237 hp [177 kW] @ 5600 rpm, 260 lb-ft of torque [350 Nm] @ 1200-4000 rpm) (STD) (Requires (N8R) 8-speed Transmission.)	\$0.00	\$0.00
TRANSMISSI	ON		
CODE	DESCRIPTION	Invoice	MSRP
N8R	Transmission, 8-speed automatic (STD) (Included with (L2R) 2.7L Turbo Engine.)	\$0.00	\$0.00
GVWR			
CODE	DESCRIPTION	Invoice	MSRP

GVWR, 6000 lbs. (2722 kg) (STD) (Requires (L2R) 2.7L Turbo engine.)

\$0.00

\$0.00

Dec 4, 2023 Page 3

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DJ Anderson | 503-454-4960 | dj@dickhannah.com

Vehicle: [Fleet] 2024 Chevrolet Colorado (14C43) 4WD Crew Cab WT ( ✓ Complete )

AXLE			
CODE	DESCRIPTION	Invoice	MSRP
GU6	Rear axle, 3.42 ratio	\$0.00	\$0.00
PREFERRED	EQUIPMENT GROUP		
CODE	DESCRIPTION	Invoice	MSRP
4WT	Work Truck Preferred Equipment Group includes standard equipment	\$0.00	\$0.00
SPARE TIRE			
CODE	DESCRIPTION	Invoice	MSRP
QDC	Tire, compact spare T175/90D18, blackwall (STD) (Requires (RTI) 18" $\times$ 4.5" (46.7cm $\times$ 11.4cm) steel, compact wheel.)	\$0.00	\$0.00
PAINT			
CODE	DESCRIPTION	Invoice	MSRP
GAZ	Summit White	\$0.00	\$0.00
SEAT TYPE			
CODE	DESCRIPTION	Invoice	MSRP
A50	Seats, front bucket (STD)	\$0.00	\$0.00
SEAT TRIM			
CODE	DESCRIPTION	Invoice	MSRP
H1T	Jet Black, Cloth seat trim	\$0.00	\$0.00
RADIO			
CODE	DESCRIPTION	Invoice	MSRP
URL	11.3" diagonal advanced color LCD display with Google built-In compatibility including navigation capability, connected apps, personalized profiles for each driver's settings, Natural Voice Recognition and Phone Integration for Wireless Apple CarPlay/Wireless Android Auto for compatible phones (STD) (Terms and limitations apply.)	\$0.00	\$0.00
ADDITIONAL	EQUIPMENT - EXTERIOR		
CODE	DESCRIPTION	Invoice	MSRP
VK3	License plate kit, front (will be shipped to orders with ship-to states that require front license plate)	\$36.40	\$40.00

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E-Plates

Privilege Tax

**Options Total** 

ΕP

PRI

DJ Anderson | 503-454-4960 | dj@dickhannah.com

Vehicle: [Fleet] 2024 Chevrolet Colorado (14C43) 4WD Crew Cab WT ( ✓ Complete )

ADDITIONAL	. EQUIPMENT - SAFETY-INTERIOR		
CODE	DESCRIPTION	Invoice	MSRP
R9L	Deleted 3 Years of OnStar Remote Access (Requires (UE1) OnStar. Included and only available on vehicles being shipped to Puerto Rico, the Virgin Islands, or Guam.)	(\$273.00)	(\$300.00)
ADDITIONAL	EQUIPMENT - OTHER		
CODE	DESCRIPTION	Invoice	MSRP
VQ2	Fleet processing option	\$0.00	\$0.00
CUSTOM EQ	UIPMENT		
CODE	DESCRIPTION	Invoice	MSRP
CAT	Corporate Activity Tax @0375%	\$120.80	\$0.00
DIS	Discount	(\$436.66)	\$0.00

\$136.50

\$161.06

(\$254.90)

\$0.00

\$0.00

(\$260.00)

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DJ Anderson | 503-454-4960 | dj@dickhannah.com

Vehicle: [Fleet] 2024 Chevrolet Colorado (14C43) 4WD Crew Cab WT ( ✓ Complete )

# **Optional Equipment**

NOTE			
CODE	DESCRIPTION	Invoice	MSRP
**	** DUE TO SEMICONDUCTOR SUPPLY SHORTAGES, FEATURE AVAILABILITY WILL CHANGE THROUGHOUT THE MODEL YEAR. SEE THE WINDOW LABEL OF A SPECIFIC VEHICLE TO DETERMINE ITS CONTENT. **	\$0.00	\$0.00
EMISSIONS			
CODE	DESCRIPTION	Invoice	MSRP
FE9	Emissions, Federal requirements	\$0.00	\$0.00
NB8	Emissions override, California (allows a dealer in states that require California emissions - California, Connecticut, Delaware, Maryland, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Rhode Island or Washington - to order Federal emissions for a vehicle that will be registered in a state that has Federal emission requirements). Do not use for vehicles that will be registered in California, Connecticut, Delaware, Maryland, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Rhode Island or Washington. (Requires (FE9) Federal emissions requirements. Not available in Maine or Vermont.)	\$0.00	\$0.00
NB9	Emissions override, state-specific (for dealers ordering vehicles in (YF5) or (NE1) emission states - California, Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont and Washington) (Allows a California dealer (YF5 emissions) to order (NE1) emissions with (NB9) emissions override code for registration in (NE1) states; or, a Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont and Washington dealer (NE1 emissions) to order (YF5) emissions with (NB9) emissions override code for registration in California.)	\$0.00	\$0.00
NC7	Emissions override, Federal (for vehicles ordered by dealers in Federal emission states with (YF5) or (NE1) emissions - Not required for vehicles being shipped to California, Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont or Washington) (Requires (YF5) California state emissions requirements or (NE1) Connecticut, Delaware, Maine, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont or Washington state emissions requirements.)	\$0.00	\$0.00
NE1	Emissions, Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont and Washington state requirements	\$0.00	\$0.00
YF5	Emissions, California state requirements	\$0.00	\$0.00
ENGINE			
CODE	DESCRIPTION	Invoice	MSRP
L2R	Engine, 2.7L Turbo (237 hp [177 kW] @ 5600 rpm, 260 lb-ft of torque [350 Nm] @ 1200-4000 rpm) (STD) (Requires (N8R) 8-speed Transmission.)	\$0.00	\$0.00
L3B	Engine, TurboMax (310 hp [231 kW] @ 5600 rpm, 430 lb-ft of torque [583 Nm] @ 3000 rpm) (Requires (MFC) 8-speed Transmission.)	\$955.50	\$1,050.00

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DJ Anderson | 503-454-4960 | dj@dickhannah.com

Vehicle: [Fleet] 2024 Chevrolet Colorado (14C43) 4WD Crew Cab WT ( ✓ Complete )

TRANSMISS	SION		
CODE	DESCRIPTION	Invoice	MSRP
MFC	Transmission, 8-speed automatic (Included with (L3B) 2.7L TurboMax engine.)	\$0.00	\$0.00
N8R	Transmission, 8-speed automatic (STD) (Included with (L2R) 2.7L Turbo Engine.)	\$0.00	\$0.00
GVWR			
CODE	DESCRIPTION	Invoice	MSRP
C5J	GVWR, 6000 lbs. (2722 kg) (STD) (Requires (L2R) 2.7L Turbo engine.)	\$0.00	\$0.00
C6X	GVWR, 6250 lbs. (2835 kg) (Requires (L3B) 2.7L TurboMax engine.)	\$0.00	\$0.00
AXLE			
CODE	DESCRIPTION	Invoice	MSRP
GU6	Rear axle, 3.42 ratio	\$0.00	\$0.00
PREFERRE	D EQUIPMENT GROUP		
CODE	DESCRIPTION	Invoice	MSRP
4WT	Work Truck Preferred Equipment Group includes standard equipment	\$0.00	\$0.00
SPARE TIRE			
CODE	DESCRIPTION	Invoice	MSRP
QDC	Tire, compact spare T175/90D18, blackwall (STD) (Requires (RTI) 18" $\times$ 4.5" (46.7cm $\times$ 11.4cm) steel, compact wheel.)	\$0.00	\$0.00
ZAO	Tire, spare 255/65R17 all-season, blackwall (Included and only available with (RM7) spare wheel. Requires (L3B) 2.7L TurboMax engine.) *PRICE TO FOLLOW*	W/A	W/A
PAINT			
CODE	DESCRIPTION	Invoice	MSRP
GAZ	Summit White	\$0.00	\$0.00
GBA	Black	\$0.00	\$0.00
GLT	Glacier Blue Metallic (Additional charge - premium paint.)	\$359.45	\$395.00
GNT	Radiant Red Tintcoat (Additional charge - premium paint.)	\$450.45	\$495.00
GTL	Sand Dune Metallic (Not available on LT model.)	\$0.00	\$0.00
GXD	Sterling Gray Metallic	\$0.00	\$0.00
GXN	Harvest Bronze Metallic	\$0.00	\$0.00

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Vehicle: [Fleet] 2024 Chevrolet Colorado (14C43) 4WD Crew Cab WT ( ✓ Complete )

SEAT TYPE			
CODE	DESCRIPTION	Invoice	MSRP
A50	Seats, front bucket (STD)	\$0.00	\$0.00
SEAT TRIM			
CODE	DESCRIPTION	Invoice	MSRP
H1T	Jet Black, Cloth seat trim	\$0.00	\$0.00
H2G	Jet Black, Evotex seat trim (Available on WT and Trail Boss. Not available on (PCU) WT Convenience Package II or (PCW) Trail Boss Convenience Package II.)	\$1,137.50	\$1,250.00
RADIO			
CODE	DESCRIPTION	Invoice	MSRP
URL	11.3" diagonal advanced color LCD display with Google built-In compatibility including navigation capability, connected apps, personalized profiles for each driver's settings, Natural Voice Recognition and Phone Integration for Wireless Apple CarPlay/Wireless Android Auto for compatible phones (STD) (Terms and limitations apply.)	\$0.00	\$0.00
ADDITIONA	L EQUIPMENT - PACKAGE		
CODE	DESCRIPTION	Invoice	MSRP
B26	Safety Package includes (UKI) Blind Zone Steering Assist, (UFB) Rear Cross Traffic Braking, (UD7) Rear Park Assist (Includes (DLF) Heated outside Rearview Mirror. Requires (PCY) WT Convenience Package With (ZL6) Advanced Trailering Package, includes (UKW) Blind Zone Steering Assist with Trailering that replaces (UKI) Blind Zone Steering Assist.)	\$459.55	\$505.00
CWM	Technology Package includes (KSG) Adaptive Cruise Control, (UKK) Rear Pedestrian Alert and (UV2) HD Surround Vision (Includes (BDR) Locking Cylinder. Requires (B26) Safety Package and (PCU) WT Convenience Package II.)	\$864.50	\$950.00
PCU	WT Convenience Package II includes (A2X) 8-way power driver seat, (AL9) driver seat power lumbar, (PPA) EZ lift and lower tailgate, (BPC) StowFlex Tailgate and (BDR) Locking Cylinder (Requires (PCY) WT Convenience Package. Not available with (B38) Vinyl floor and (H2G) Evotex seats.)	\$495.95	\$545.00
PCY	WT Convenience Package includes (A28) Sliding rear window, (C49) Rear defogger, (K34) Cruise control, (A91) Remote lock/unlock tailgate and (D07) Floor console ((K34) Cruise control is replaced with (KSG) Adaptive Cruise Control when (CWM) Technology Package is ordered.)	\$377.65	\$415.00
ZL6	Advanced Trailering Package (Includes (Z82) Trailering Package, (G80) Differential, automatic locking rear, (U1D) Trailering App.)	\$859.95	\$945.00
ADDITIONA	L EQUIPMENT - MECHANICAL		
CODE	DESCRIPTION	Invoice	MSRP
8E1	Fuel, additional 3-gallons 3 gallons of fuel in addition to normal assembly plant fill (Requires a fleet or government order type.)	\$16.38	\$18.00

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DJ Anderson | 503-454-4960 | dj@dickhannah.com

Vehicle: [Fleet] 2024 Chevrolet Colorado (14C43) 4WD Crew Cab WT ( ✓ Complete )

ADDITION	AL EQUIPMENT - MECHANICAL		
CODE	DESCRIPTION	Invoice	MSRP
9B9	Governor, electronic speed sensor set to 70 MPH (112.7 KPH). Provides electronic software to limit maximum road speed to 70-MPH, (112.7 KPH). Cruise control limited to 65 MPH, (104.6 KPH). (Requires a fleet or government order type.)	\$45.50	\$50.00
G80	Differential, automatic locking rear (Included with (ZL6) Advanced Trailering Package.)	\$295.75	\$325.00
JL1	Trailer brake controller, integrated (Included and only available with (Z82) Trailering Package.)	\$0.00	\$0.00
K05	Engine block heater	\$91.00	\$100.00
KW5	Generator, 220 amp (Requires (L3B) 2.7L TurboMax engine and (Z82) Trailering Package.)	\$136.50	\$150.00
U1D	Trailering App (Included and only available with (ZL6) Advanced Trailering Package.)	\$0.00	\$0.00
Z82	Trailering Package, heavy-duty includes trailer hitch and 7-pin connector (Includes (JL1) Trailer brake controller. Requires (L3B) 2.7L TurboMax engine and (KW5) 220 amp generator. Included with (ZL6) Advanced Trailering Package.)	\$436.80	\$480.00
ADDITION	AL EQUIPMENT - EXTERIOR		
CODE	DESCRIPTION	Invoice	MSRP
01U	Special Exterior Color Required with any special paint selection. All normally body colored non -sheet metal parts will be black. Door handles and mirrors will be grain black on Work Truck. (Requires a Fleet or Government order type. May require extra lead time and GM will require 5 orders before sending to the plant.)	\$386.75	\$425.00
9V5	Paints, solid, Woodland Green All normally body colored non-sheet metal parts will be black. (Requires a Fleet or Government order type. Requires (01U) Special Exterior Color.)	\$0.00	\$0.00
9V9	Paints, solid, Doeskin Tan All normally body colored non-sheet metal parts will be black. (Requires a Fleet or Government order type. Requires (01U) Special Exterior Color.)	\$0.00	\$0.00
9W3	Paints, solid, Wheatland Yellow All normally body colored non-sheet metal parts will be black. (Requires a Fleet or Government order type. Requires (01U) Special Exterior Color.)	\$0.00	\$0.00
9W4	Paints, solid, Tangier Orange All normally body colored non-sheet metal parts will be black. (Requires a Fleet or Government order type. Requires (01U) Special Exterior Color.)	\$0.00	\$0.00
<b>491</b>	Tailgate, remote locking, (locks and unlocks with key fob) (Included and only available with (PCY) WT Convenience Package.)	\$0.00	\$0.00
BDR	Locking cylinder Tailgate, keyed cylinder lock (Included and only available with (PCU) WT Convenience Package II or (CWM) Technology Package.)	\$0.00	\$0.00
BPC	StowFlex Tailgate, storage compartment, lockable (Included and only available on (PCU) WT Convenience Package II.)	\$0.00	\$0.00
CGN	Bedliner, Spray-on, Black with Chevrolet logo (Does not include the Chevrolet logo. Not available with (5VQ) Bedliner with Integral Storage Compartments, LPO.)	\$432.25	\$475.0
DLF	Mirrors, outside heated power-adjustable (Included and only available with (B26) Safety Package.)	\$0.00	\$0.00

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Data Version: 21120. Data Updated: Dec 3, 2023 6:40:00 PM PST.



DJ Anderson | 503-454-4960 | dj@dickhannah.com

Vehicle: [Fleet] 2024 Chevrolet Colorado (14C43) 4WD Crew Cab WT ( ✓ Complete )

ADDITIONA	L EQUIPMENT - EXTERIOR		
CODE	DESCRIPTION	Invoice	MSRP
DP6	Mirror caps, painted (Painted Black. Included and only available with (B26) Safety Package.)	\$0.00	\$0.00
PPA	Tailgate, EZ-Lift and Lower (Included and only available on (PCU) WT Convenience Package II.)	\$0.00	\$0.00
RM7	Wheel, spare, 17 x 8" (43.2 cm x 20.3 cm) steel (Requires (L3B) 2.7L TurboMax engine.)	\$0.00	\$0.00
TGK	SEO, Special Paint	\$0.00	\$0.00
VK3	License plate kit, front (will be shipped to orders with ship-to states that require front license plate)	\$36.40	\$40.00
ADDITIONA	L EQUIPMENT - INTERIOR		
CODE	DESCRIPTION	Invoice	MSRP
5H1	Key equipment, two additional key fobs Provides two additional spare key fobs for a total of (4). NOTE: programming of key fobs is at customer's expense. (Requires a fleet or government order type.)	\$18.20	\$20.00
A28	Window, rear-sliding, manual (Included and only available with (PCY) WT Convenience Package.)	\$0.00	\$0.00
A2X	Seat adjuster, driver 8-way power (Included and only available on (PCU) WT Convenience Package II.)	\$0.00	\$0.00
AL9	Seat adjuster, power driver lumbar control (Included and only available on (PCU) WT Convenience Package II.)	\$0.00	\$0.00
B38	Floor covering, full-length vinyl (Not available with (PCU) WT Convenience Package II.)	\$45.50	\$50.00
C49	Defogger, rear-window electric (Included and only available with (PCY) WT Convenience Package.)	\$0.00	\$0.00
C59	Air vents, rear (Included and only available with (D07) center floor console.)	\$0.00	\$0.00
D07	Console, floor front compartment with cup holders and cell phone storage (Included and only available with (PCY) WT Convenience Package.)	\$0.00	\$0.00
K34	Cruise control, electronic, automatic (Included and only available with (PCY) WT Convenience Package. Not available with (CWM) Technology Package.)	\$0.00	\$0.00
KSG	Adaptive Cruise Control (Included and only available with (CWM) Technology Package.)	\$0.00	\$0.00
ADDITIONA	L EQUIPMENT - SAFETY-MECHANICAL		
CODE	DESCRIPTION	Invoice	MSRP
UFB	Rear Cross Traffic Braking (Included and only available with (B26) Safety Package.)	\$0.00	\$0.00

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5VI

# **Dick Hannah Chevrolet**

DJ Anderson | 503-454-4960 | dj@dickhannah.com

Vehicle: [Fleet] 2024 Chevrolet Colorado (14C43) 4WD Crew Cab WT ( ✓ Complete )

	5.500 (P.T.O.)		
CODE	DESCRIPTION	Invoice	MSRP
8S3	Back-up alarm, 97 decibels (Requires a Fleet or Government order type. Not available with SEO (SFW) back-up alarm calibration.)	\$109.20	\$120.00
R9L	Deleted 3 Years of OnStar Remote Access (Requires (UE1) OnStar. Included and only available on vehicles being shipped to Puerto Rico, the Virgin Islands, or Guam.)	(\$273.00)	(\$300.00)
SFW	Back-up alarm calibration This calibration will allow installation of an aftermarket back up alarm. (Requires a Fleet or Government order type. Not available with SEO (8S3) back-up alarm.)	\$45.50	\$50.00
T4Z	Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use (Requires a Fleet or Government order type (FBC, FEF, FLS, FNR, or FRC).)	\$0.00	\$0.00
UD7	Rear Park Assist (Included and only available with (B26) Safety Package.)	\$0.00	\$0.00
UKI	Blind Zone Steering Assist (Included and only available with (B26) Safety Package.)	\$0.00	\$0.00
UKK	Rear Pedestrian Alert (Included and only available with (CWM) Technology Package.)	\$0.00	\$0.00
UKW	Blind Zone Steering Assist with Trailering (Included and only available with (B26) Safety Package when (ZL6) Advanced Trailering Package is ordered.)	\$0.00	\$0.00
UV2	HD Surround Vision (Included and only available with (CWM) Technology Package. Not available with (UVB) HD Rear Vision Camera.)	\$0.00	\$0.00
ADDITION	AL EQUIPMENT - ENTERTAINMENT		
CODE	DESCRIPTION	Invoice	MSRP
PR6	SiriusXM Radio Additional 9 months of the SXM Platinum Plan. Listen inside and outside the car on the app in addition to the trial period included with the vehicle. (Requires (U2K) SiriusXM. Requires one of the following Fleet or Government order types: FLS, FNR, FRC, FBC, FGO or FEF. Not available with FDR order types, PR7 or PR8. Not available in AK, HI, PR and VI.)	\$126.00	\$0.00
PR7	SiriusXM Radio Additional 21 months of the SXM Platinum Plan. Listen inside and outside the car on the app in addition to the trial period included with the vehicle. (Requires (U2K) SiriusXM. Requires one of the following Fleet or Government order types: FLS, FNR, FRC, FBC, FGO or FEF. Not available with FDR order types, PR6 or PR8. Not available in AK, HI, PR and VI.)	\$252.00	\$0.00
PR8	SiriusXM Radio Additional 33 months of the SXM Platinum Plan. Listen inside and outside the car on the app in addition to the trial period included with the vehicle. (Requires (U2K) SiriusXM. Requires one of the following Fleet or Government order types: FLS, FNR, FRC, FBC, FGO or FEF. Not available with FDR order types, PR6 or PR7. Not available in AK, HI, PR and VI.)	\$378.00	\$0.00
ADDITIONA	AL EQUIPMENT - LPO		
CODE	DESCRIPTION	Invoice	MSRP
		<b>0440.75</b>	<b>#</b> 405.00

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\$113.75

\$125.00

LPO, Cargo tie-down rings (set of 4) (dealer-installed)



DJ Anderson | 503-454-4960 | dj@dickhannah.com

Vehicle: [Fleet] 2024 Chevrolet Colorado (14C43) 4WD Crew Cab WT ( ✓ Complete )

ADDITION	AL EQUIPMENT - LPO		
CODE	DESCRIPTION	Invoice	MSRP
5VQ	LPO, Bedliner with Integral Storage Compartments (dealer-installed) (Included with (PCI) Pro Essentials Package. Not available with (CGN) Bedliner, spray-on, Black with Chevrolet logo.)	\$359.45	\$395.00
PCI	LPO, Pro Essentials Package (dealer-installed), includes (5VQ) LPO, Drop in Bedliner w/ Storage Compartments, (VQK) LPO, Custom Molded Splash Guards and (S0Y) LPO, Cargo Area Lamps (Not available with (CGN) Bedliner, Spray-on, Black with Chevrolet logo.)	\$814.45	\$895.00
PCM	LPO, Dark Essentials Package (dealer-installed), Includes (VTA), LPO, Black Exhaust Tip, (RIK) LPO, Black Badging (Late availability. Includes (SFZ) Black Bowtie Emblem.)	\$450.45	\$495.00
RIA	LPO, All-weather Floor Liner, 1st and 2nd rows includes Chevrolet logo, (dealer-installed) (Not available with (VAV) All-weather floor mats, LPO or (B38) Full-length Black vinyl floor covering.	\$204.75	\$225.00
RIK	LPO, Black nameplates (dealer-installed) (Included with (PCM) Dark Essentials Package.)	\$177.45	\$195.00
S08	LPO, Highway Safety Kit	\$118.30	\$130.00
S0Y	LPO, Cargo area lamps (dealer-installed) (Included with (PCI) Pro Essentials Package.)	\$318.50	\$350.00
S1H	LPO, Off-Road Recovery Kit (dealer-installed)	\$500.50	\$550.00
S6P	LPO, Remote start kit includes 2 key fobs, (dealer-installed)	\$386.75	\$425.00
SB7	LPO, Tailgate Decal Package (dealer-installed)	\$204.75	\$225.00
SFE	LPO, Wheel locks (dealer-installed) (Not available to order at this time. Note: LPO wheels include wheel locks without the (SFE) Wheel lock, LPO code.)	\$113.75	\$125.00
SFZ	LPO, Black Bowtie Emblem (included and only available with (PCM) Dark Essential Package.)	\$0.00	\$0.00
SHQ	LPO, Black Tailgate lettering (dealer-installed) (Not available to order at this time.)	\$159.25	\$175.00
SJ8	LPO, Interior Illumination Package (dealer-installed)	\$591.50	\$650.00
SMZ	LPO, Off-Road Drive Shaft (dealer-installed)	\$632.45	\$695.00
ULK	LPO, Red Recovery Hooks (dealer-installed) (Not available with (W0H) LPO, Tech Bronze Recovery Hooks.)	\$136.50	\$150.00
VAV	LPO, All-weather floor mats (dealer-installed) (Not available with (RIA) All-weather floor liner, LPO.	\$159.25	\$175.00
VOZ	LPO, Hard-folding tonneau cover (dealer-installed) (Not available with (VPB) LPO, Vinyl tonneau cover.)	\$1,137.50	\$1,250.00
VPB	LPO, Vinyl tonneau cover with integrated support bows (dealer-installed) (Not available with (VOZ) LPO, Hard Folding Tonneau Cover.)	\$541.45	\$595.00
VQK	LPO, Front and rear splash guards, custom-molded with logo on rear (dealer-installed) (Included with (PCI) Pro Essentials Package.)	\$0.00	\$0.00
VQO	LPO, Black assist steps (dealer-installed) (Late availability.)	\$477.75	\$525.00
VTA	LPO, Chevrolet Performance Black Exhaust Tip (dealer-installed) (Included in (PCM) Dark Essentials Package, LPO.)	\$204.75	\$225.00

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Data Version: 21120. Data Updated: Dec 3, 2023 6:40:00 PM PST.



DJ Anderson | 503-454-4960 | dj@dickhannah.com

Vehicle: [Fleet] 2024 Chevrolet Colorado (14C43) 4WD Crew Cab WT ( ✓ Complete )

ADDITION	IAL EQUIPMENT - LPO		
CODE	DESCRIPTION	Invoice	MSRP
W0H	LPO, Tech Bronze Recovery Hooks (dealer-installed) (Not available with (ULK) LPO, Red Recovery Hooks.)	\$136.50	\$150.00
ADDITION	IAL EQUIPMENT - OTHER		
CODE	DESCRIPTION	Invoice	MSRP
POJ	OnStar Additional 21 months of OnStar Fleet Safety and Security. Provides up to 21 months of Fleet Safety and Security service in addition to the 3 months of complimentary coverage that is included in the price of the eligible vehicle. Total OnStar Fleet Safety and Security service duration is up to 24 months. Active subscription required. Service availability, features and functionality vary by vehicle, device and the plan you are enrolled in. Terms apply. See onstar.com for details and limitations. (Requires (UE1) OnStar. Requires one of the following Fleet or Government order types: FLS, FNR, FRC, FBC, FGO or FEF. Not available with P0U, P0K, P0L, P0Q, P1R, P1S, P1T, P1U or R7Z. Not available with a ship-to of Guam, Puerto Rico or the Virgin Islands.)	\$420.00	\$0.00
P0K	OnStar Additional 33 months of OnStar Fleet Safety and Security. Provides up to 33 months of Fleet Safety and Security service in addition to the 3 months of complimentary coverage that is included in the price of the eligible vehicle. Total OnStar Fleet Safety and Security service duration is up to 36 months. Active subscription required. Service availability, features and functionality vary by vehicle, device and the plan you are enrolled in. Terms apply. See onstar.com for details and limitations. (Requires (UE1) OnStar. Requires one of the following Fleet or Government order types: FLS, FNR, FRC, FBC, FGO or FEF. Not available with P0U, P0J, P0L, P0Q, P1R, P1S, P1T, P1U or R7Z. Not available with a ship-to of Guam, Puerto Rico or the Virgin Islands.)	\$578.00	\$0.00
POL	OnStar Additional 45 months of OnStar Fleet Safety and Security. Provides up to 45 months of Fleet Safety and Security service in addition to the 3 months of complimentary coverage that is included in the price of the eligible vehicle. Total OnStar Fleet Safety and Security service duration is up to 48 months. Active subscription required. Service availability, features and functionality vary by vehicle, device and the plan you are enrolled in. Terms apply. See onstar.com for details and limitations. (Requires (UE1) OnStar. Requires one of the following Fleet or Government order types: FLS, FNR, FRC, FBC, FGO or FEF. Not available with P0U, P0J, P0K, P0Q, P1R, P1S, P1T, P1U or R7Z. Not available with a ship-to of Guam, Puerto Rico or the Virgin Islands.)	\$698.00	\$0.00
POM	OnStar Additional 21 months of OnStar Fleet Driver Remote Access. Provides up to 21 months of Fleet Driver Remote Access service in addition to the 3 months of complimentary coverage that is included in the price of the eligible vehicle. Total OnStar Fleet Driver Remote Access service duration is up to 24 months. Active subscription required. Service availability, features and functionality vary by vehicle, device and the plan you are enrolled in. Terms apply. Remote Access does not include emergency or security services. See onstar.com for details and limitations. (Requires (UE1) OnStar. Requires one of the following Fleet or Government order types: FLS, FNR, FRC, FBC, FGO or FEF. Not available with POR, PON, POO or POP. Not available with a ship-to of Guam, Puerto Rico or the Virgin Islands.)	\$210.00	\$0.00

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Vehicle: [Fleet] 2024 Chevrolet Colorado (14C43) 4WD Crew Cab WT ( ✓ Complete )

ADDITION	AL EQUIPMENT - OTHER		
CODE	DESCRIPTION	Invoice	MSRP
PON	OnStar Additional 33 months of OnStar Fleet Driver Remote Access. Provides up to 33 months of Fleet Driver Remote Access service in addition to the 3 months of complimentary coverage that is included in the price of the eligible vehicle. Total OnStar Fleet Driver Remote Access service duration is up to 36 months. Active subscription required. Service availability, features and functionality vary by vehicle, device and the plan you are enrolled in. Terms apply. Remote Access does not include emergency or security services. See onstar.com for details and limitations. (Requires (UE1) OnStar. Requires one of the following Fleet or Government order types: FLS, FNR, FRC, FBC, FGO or FEF. Not available with POR, POM, POO or POP. Not available with a ship-to of Guam, Puerto Rico or the Virgin Islands.)	\$330.00	\$0.00
P0O	OnStar Additional 45 months of OnStar Fleet Driver Remote Access. Provides up to 45 months of Fleet Driver Remote Access service in addition to the 3 months of complimentary coverage that is included in the price of the eligible vehicle. Total OnStar Fleet Driver Remote Access service duration is up to 48 months. Active subscription required. Service availability, features and functionality vary by vehicle, device and the plan you are enrolled in. Terms apply. Remote Access does not include emergency or security services. See onstar.com for details and limitations. (Requires (UE1) OnStar. Requires one of the following Fleet or Government order types: FLS, FNR, FRC, FBC, FGO or FEF. Not available with POR, POM, PON or POP. Not available with a ship-to of Guam, Puerto Rico or the Virgin Islands.)	\$450.00	\$0.00
P0P	OnStar Additional 57 months of OnStar Fleet Driver Remote Access. Provides up to 57 months of Fleet Driver Remote Access service in addition to the 3 months of complimentary coverage that is included in the price of the eligible vehicle. Total OnStar Fleet Driver Remote Access service duration is up to 60 months. Active subscription required. Service availability, features and functionality vary by vehicle, device and the plan you are enrolled in. Terms apply. Remote Access does not include emergency or security services. See onstar.com for details and limitations. (Requires (UE1) OnStar. Requires one of the following Fleet or Government order types: FLS, FNR, FRC, FBC, FGO or FEF. Not available with POR, POM, PON or POO. Not available with a ship-to of Guam, Puerto Rico or the Virgin Islands.)	\$570.00	\$0.00
P0Q	OnStar Additional 57 months of OnStar Fleet Safety and Security. Provides up to 57 months of Fleet Safety and Security service in addition to the 3 months of complimentary coverage that is included in the price of the eligible vehicle. Total OnStar Fleet Safety and Security service duration is up to 60 months. Active subscription required. Service availability, features and functionality vary by vehicle, device and the plan you are enrolled in. Terms apply. See onstar.com for details and limitations. (Requires (UE1) OnStar. Requires one of the following Fleet or Government order types: FLS, FNR, FRC, FBC, FGO or FEF. Not available with P0U, P0J, P0K, P0L, P1R, P1S, P1T, P1U or R7Z. Not available with a ship-to of Guam, Puerto Rico or the Virgin Islands.)	\$855.00	\$0.00
P0R	OnStar Additional 9 months of OnStar Fleet Driver Remote Access. Provides up to 9 months of Fleet Driver Remote Access service in addition to the 3 months of complimentary coverage that is included in the price of the eligible vehicle. Total OnStar Fleet Driver Remote Access service duration is up to 12 months. Active subscription required. Service availability, features and functionality vary by vehicle, device and the plan you are enrolled in. Terms apply. Remote Access does not include emergency or security services. See onstar.com for details and limitations. (Requires (UE1) OnStar. Requires one of the following Fleet or Government order types: FLS, FNR, FRC, FBC, FGO or FEF. Not available with P0M, P0N, P0O or P0P. Not available with a ship-to of Guam, Puerto Rico or the Virgin Islands.)	\$90.00	\$0.00

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Vehicle: [Fleet] 2024 Chevrolet Colorado (14C43) 4WD Crew Cab WT ( ✓ Complete )

CODE	DESCRIPTION	Invoice	MSRP
P0U	OnStar Additional 9 months of OnStar Fleet Safety and Security. Provides up to 9 months of Fleet Safety and Security service in addition to the 3 months of complimentary coverage that is included in the price of the eligible vehicle. Total OnStar Fleet Safety and Security service duration is up to 12 months. Active subscription required. Service availability, features and functionality vary by vehicle, device and the plan you are enrolled in. Terms apply. See onstar.com for details and limitations. (Requires (UE1) OnStar. Requires one of the following Fleet or Government order types: FLS, FNR, FRC, FBC, FGO or FEF. Not available with P0J, P0K, P0L, P0Q, P1R, P1S, P1T, P1U or R7Z. Not available with a ship-to of Guam, Puerto Rico or the Virgin Islands.)	\$225.00	\$0.00
P0V	OnStar Vehicle Insights - 1 year of Service. Includes 12 months of OnStar Vehicle Insights service. OnStar Vehicle Insights provides fleet managers and drivers the tools and data they need to help maximize fleet productivity and help maximize fleet's operational efficiencies. OnStar Vehicle Insights relays real-time vehicle data like vehicle location, driver performance information and more. Eligible customers must sign up for an account at www.onstarvehicleinsights.com in order to take advantage of this 12 months offer. Requires an active connected vehicle services plan. The OnStar Vehicle Insights service is included in the price of the vehicle. Total service duration is 12 months. Non-Transferrable. Non-Refundable. (Requires (UE1) OnStar. Requires one of the following Fleet or Government order types: FLS, FNR, FRC, FBC, FGO or FEF. Not available with P0W, P0X, P0Y or P0Z. Not available with a ship-to of Guam, Puerto Rico or the Virgin Islands.)	\$183.00	\$0.00
POW	OnStar Vehicle Insights - 2 years of Service. Includes 24 months of OnStar Vehicle Insights service. OnStar Vehicle Insights provides fleet managers and drivers the tools and data they need to help maximize fleet productivity and help maximize fleet's operational efficiencies. OnStar Vehicle Insights relays real-time vehicle data like vehicle location, driver performance information and more. Eligible customers must sign up for an account at www.onstarvehicleinsights.com in order to take advantage of this 24 months offer. Requires an active connected vehicle services plan. The OnStar Vehicle Insights service is included in the price of the vehicle. Total service duration is 24 months. Non-Transferrable. Non-Refundable. (Requires (UE1) OnStar. Requires one of the following Fleet or Government order types: FLS, FNR, FRC, FBC, FGO or FEF. Not available with P0V, P0X, P0Y or P0Z. Not available with a ship-to of Guam, Puerto Rico or the Virgin Islands.)	\$360.00	\$0.00
P0X	OnStar Vehicle Insights - 3 years of Service. Includes 36 months of OnStar Vehicle Insights service. OnStar Vehicle Insights provides fleet managers and drivers the tools and data they need to help maximize fleet productivity and help maximize fleet's operational efficiencies. OnStar Vehicle Insights relays real-time vehicle data like vehicle location, driver performance information and more. Eligible customers must sign up for an account at www.onstarvehicleinsights.com in order to take advantage of this 36 months offer. Requires an active connected vehicle services plan. The OnStar Vehicle Insights service is included in the price of the vehicle. Total service duration is 36 months. Non-Transferrable. Non-Refundable. (Requires (UE1) OnStar. Requires one of the following Fleet or Government order types: FLS, FNR, FRC, FBC, FGO or FEF. Not available with POV, POW, POY or POZ. Not available with a ship-to of Guam, Puerto Rico or the Virgin Islands.)	\$522.00	\$0.00

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Vehicle: [Fleet] 2024 Chevrolet Colorado (14C43) 4WD Crew Cab WT ( ✓ Complete )

ADDITION	ADDITIONAL EQUIPMENT - OTHER			
CODE	DESCRIPTION	Invoice	MSRP	
P0Y	OnStar Vehicle Insights - 4 years of Service. Includes 48 months of OnStar Vehicle Insights service. OnStar Vehicle Insights provides fleet managers and drivers the tools and data they need to help maximize fleet productivity and help maximize fleet's operational efficiencies. OnStar Vehicle Insights relays real-time vehicle data like vehicle location, driver performance information and more. Eligible customers must sign up for an account at www.onstarvehicleinsights.com in order to take advantage of this 48 months offer. Requires an active connected vehicle services plan. The OnStar Vehicle Insights service is included in the price of the vehicle. Total service duration is 48 months. Non-Transferrable. Non-Refundable. (Requires (UE1) OnStar. Requires one of the following Fleet or Government order types: FLS, FNR, FRC, FBC, FGO or FEF. Not available with P0V, P0W, P0X or P0Z. Not available with a ship-to of Guam, Puerto Rico or the Virgin Islands.)	\$672.00	\$0.00	
P0Z	OnStar Vehicle Insights - 5 years of Service. Includes 60 months of OnStar Vehicle Insights service. OnStar Vehicle Insights provides fleet managers and drivers the tools and data they need to help maximize fleet productivity and help maximize fleet's operational efficiencies. OnStar Vehicle Insights relays real-time vehicle data like vehicle location, driver performance information and more. Eligible customers must sign up for an account at www.onstarvehicleinsights.com in order to take advantage of this 60 months offer. Requires an active connected vehicle services plan. The OnStar Vehicle Insights service is included in the price of the vehicle. Total service duration is 60 months. Non-Transferrable. Non-Refundable. (Requires (UE1) OnStar. Requires one of the following Fleet or Government order types: FLS, FNR, FRC, FBC, FGO or FEF. Not available on POV, POW, POX or POY. Not available with a ship-to of Guam, Puerto Rico or the Virgin Islands.)	\$810.00	\$0.00	
P1R	OnStar Additional 9 months of OnStar Fleet Assurance. Provides up to 9 months of Fleet Assurance service in addition to the 3 months of complimentary Safety & Security coverage that is included in the price of the eligible vehicle. Total OnStar Safety & Security service duration is up to 3 months and up to 9 months of OnStar Fleet Assurance. OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. See OnStar.com/BusinessSolutions for details and limitations. (Requires (UE1) OnStar. Requires one of the following Fleet or Government order types: FLS, FNR, FRC, FBC, FGO or FEF. Not available with P0U, P0J, P0K, P0L, P0Q, P1S, P1T, P1U or R7Z. Not available with a ship-to of Guam, Puerto Rico or the Virgin Islands.)	\$90.00	\$0.00	
P1S	OnStar Additional 21 months of OnStar Fleet Assurance. Provides up to 21 months of Fleet Assurance service in addition to the 3 months of complimentary Safety & Security coverage that is included in the price of the eligible vehicle. Total OnStar Safety & Security service duration is up to 3 months and up to 21 months of OnStar Fleet Assurance. OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. See OnStar.com/BusinessSolutions for details and limitations. (Requires (UE1) OnStar. Requires one of the following Fleet or Government order types: FLS, FNR, FRC, FBC, FGO or FEF. Not available with POU, POJ, POK, POL, POQ, P1R, P1T, P1U, R7Z. Not available with a ship-to of Guam, Puerto Rico or the Virgin Islands.)	\$210.00	\$0.00	

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DJ Anderson | 503-454-4960 | dj@dickhannah.com

Vehicle: [Fleet] 2024 Chevrolet Colorado (14C43) 4WD Crew Cab WT ( ✓ Complete )

ADDITIONAL EQUIPMENT - OTHER				
CODE	DESCRIPTION	Invoice	MSRP	
P1T	OnStar Additional 33 months of OnStar Fleet Assurance. Provides up to 33 months of Fleet Assurance service in addition to the 3 months of complimentary Safety & Security coverage that is included in the price of the eligible vehicle. Total OnStar Safety & Security service duration is up to 3 months and up to 33 months of OnStar Fleet Assurance. OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. See OnStar.com/BusinessSolutions for details and limitations. (Requires (UE1) OnStar. Requires one of the following Fleet or Government order types: FLS, FNR, FRC, FBC, FGO or FEF. Not available with P0U, P0J, P0K, P0L, P0Q, P1R, P1S, P1U or R7Z. Not available with a ship-to of Guam, Puerto Rico or the Virgin Islands.)	\$330.00	\$0.00	
P1U	OnStar Additional 45 months of OnStar Fleet Assurance. Provides up to 45 months of Fleet Assurance service in addition to the 3 months of complimentary Safety & Security coverage that is included in the price of the eligible vehicle. Total OnStar Safety & Security service duration is up to 3 months and up to 45 months of OnStar Fleet Assurance. OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. See OnStar.com/BusinessSolutions for details and limitations. (Requires (UE1) OnStar. Requires one of the following Fleet or Government order types: FLS, FNR, FRC, FBC, FGO or FEF. Not available with P0U, P0J, P0K, P0L, P0Q, P1R, P1S, P1T or R7Z. Not available with a ship-to of Guam, Puerto Rico or the Virgin Islands.)	\$450.00	\$0.00	
R7Z	OnStar Additional 57 months of OnStar Fleet Assurance. Provides up to 57 months of Fleet Assurance service in addition to the 3 months of complimentary Safety & Security coverage that is included in the price of the eligible vehicle. Total OnStar Safety & Security service duration is up to 3 months and up to 57 months of OnStar Fleet Assurance. OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. See OnStar.com/BusinessSolutions for details and limitations. (Requires (UE1) OnStar. Requires one of the following Fleet or Government order types: FLS, FNR, FRC, FBC, FGO or FEF. Not available with P0U, P0J, P0K, P0L, P0Q, P1R, P1S, P1T or P1U. Not available with a ship-to of Guam, Puerto Rico or the Virgin Islands.)	\$570.00	\$0.00	
R8S	OnStar In-Vehicle Coaching - 1 Year of Service. In-Vehicle Coaching verbally coaches drivers in real time through the vehicle's audio system to help drivers quickly modify their driving behavior and develop better behind-the-wheel habits. Terms Apply. Fees, services, and availability subject to change without notice. Applicable taxes not included. Does not include emergency or security services. Diagnostics capabilities vary by vehicle model. Not all issues will deliver alerts. In-Vehicle Coaching features vary by vehicle model and year. See onstarvehicleinsights.com for details and limitations. Non-Transferrable. Non-Refundable. (Requires (UE1) OnStar and P0V. Requires one of the following Fleet or Government order types: FLS, FNR, FRC, FBC, FGO or FEF. Not available with P0W, P0X, P0Y, P0Z, RFS, RFT, RFU or RFY. Not available with a ship-to of Guam, Puerto Rico or the Virgin Islands.)	\$83.88	\$0.00	

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DJ Anderson | 503-454-4960 | dj@dickhannah.com

Vehicle: [Fleet] 2024 Chevrolet Colorado (14C43) 4WD Crew Cab WT ( ✓ Complete )

ADDITIONAL EQUIPMENT - OTHER			
CODE	DESCRIPTION	Invoice	MSRP
RFS	OnStar In-Vehicle Coaching - 2 Years of Service. In-Vehicle Coaching verbally coaches drivers in real time through the vehicle's audio system to help drivers quickly modify their driving behavior and develop better behind-the-wheel habits. Terms Apply. Fees, services, and availability subject to change without notice. Applicable taxes not included. Does not include emergency or security services. Diagnostics capabilities vary by vehicle model. Not all issues will deliver alerts. In-Vehicle Coaching features vary by vehicle model and year. See onstarvehicleinsights.com for details and limitations. Non-Transferrable. Non-Refundable. (Requires (UE1) OnStar and POW. Requires one of the following Fleet or Government order types: FLS, FNR, FRC, FBC, FGO or FEF. Not available with POV, POX, POY, POZ, R8S, RFT, RFU or RFY. Not available with a ship-to of Guam, Puerto Rico or the Virgin Islands.)	\$167.76	\$0.00
RFT	OnStar In-Vehicle Coaching - 3 Years of Service. In-Vehicle Coaching verbally coaches drivers in real time through the vehicle's audio system to help drivers quickly modify their driving behavior and develop better behind-the-wheel habits. Terms Apply. Fees, services, and availability subject to change without notice. Applicable taxes not included. Does not include emergency or security services. Diagnostics capabilities vary by vehicle model. Not all issues will deliver alerts. In-Vehicle Coaching features vary by vehicle model and year. See onstarvehicleinsights.com for details and limitations. Non-Transferrable. Non-Refundable. (Requires (UE1) OnStar and POX. Requires one of the following Fleet or Government order types: FLS, FNR, FRC, FBC, FGO or FEF. Not available with POV, POW, POY, POZ, R8S, RFS, RFU or RFY. Not available with a ship-to of Guam, Puerto Rico or the Virgin Islands.)	\$251.64	\$0.00
RFU	OnStar In-Vehicle Coaching - 4 Years of Service. In-Vehicle Coaching verbally coaches drivers in real time through the vehicle's audio system to help drivers quickly modify their driving behavior and develop better behind-the-wheel habits. Terms Apply. Fees, services, and availability subject to change without notice. Applicable taxes not included. Does not include emergency or security services. Diagnostics capabilities vary by vehicle model. Not all issues will deliver alerts. In-Vehicle Coaching features vary by vehicle model and year. See onstarvehicleinsights.com for details and limitations. Non-Transferrable. Non-Refundable. (Requires (UE1) OnStar and P0Y. Requires one of the following Fleet or Government order types: FLS, FNR, FRC, FBC, FGO or FEF. Not available with P0V, P0W, P0X, P0Z, R8S, RFS, RFT or RFY. Not available with a ship-to of Guam, Puerto Rico or the Virgin Islands.)	\$335.52	\$0.00
RFY	OnStar In-Vehicle Coaching - 5 Years of Service. In-Vehicle Coaching verbally coaches drivers in real time through the vehicle's audio system to help drivers quickly modify their driving behavior and develop better behind-the-wheel habits. Terms Apply. Fees, services, and availability subject to change without notice. Applicable taxes not included. Does not include emergency or security services. Diagnostics capabilities vary by vehicle model. Not all issues will deliver alerts. In-Vehicle Coaching features vary by vehicle model and year. See onstarvehicleinsights.com for details and limitations. Non-Transferrable. Non-Refundable. (Requires (UE1) OnStar and POZ. Requires one of the following Fleet or Government order types: FLS, FNR, FRC, FBC, FGO or FEF. Not available with POV, POW, POX, POY, R8S, RFS, RFT or RFU. Not available with a ship-to of Guam, Puerto Rico or the Virgin Islands.)	\$419.40	\$0.00
VQ1	Fleet processing option	\$0.00	\$0.00
VQ2	Fleet processing option	\$0.00	\$0.00
VQ3	Fleet processing option	\$0.00	\$0.00

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Data Version: 21120. Data Updated: Dec 3, 2023 6:40:00 PM PST.



DJ Anderson | 503-454-4960 | dj@dickhannah.com

Vehicle: [Fleet] 2024 Chevrolet Colorado (14C43) 4WD Crew Cab WT ( ✓ Complete )

SHIP THRU CODES				
CODE	DESCRIPTION	Invoice	MSRP	
Al2	Ship Thru, Produced in Wentzville and shipped to Kranz Automotive Returned to Wentzville for shipping to final destination (Not available with (CGN) spray-on bedliner.)	\$310.00	\$0.00	
CJE	Ship Thru, Produced at Wentzville Assembly and shipped to KC Truck Systems, Kansas City, MO and return to Fairfax Assembly for final shipment (Not available with (CGN) spray-on bedliner.)	\$560.00	\$0.00	
SVQ	Ship Thru, Produced in Wentzville and shipped to Canfield Equipment. Returned to Lansing Delta for shipping to final destination (Not available with (CGN) spray-on bedliner.)	\$660.00	\$0.00	
ТВМ	Ship Thru, Produced in Wentzville and shipped to Adrian Steel (Not available with (CGN) spray-on bedliner.)	\$180.00	\$0.00	
TBQ	Ship Thru, Produced in Wentzville and shipped to Auto Truck Group (Not available with (CGN) spray-on bedliner.)	\$260.00	\$0.00	
TD4	Ship Thru, Produced at Wentzville Assembly and shipped to Dejana Truck Equipment, Kansas City, MO and Return to Wentzville Assembly for final shipment (Not available with (CGN) spray -on bedliner.)	\$560.00	\$0.00	
TP0	Ship Thru, Produced in Wentzville Assembly and shipped to American Fleet Solutions, Lone Jack, MO and Return to Fairfax Assembly for final shipment. (Not available with (CGN) sprayon bedliner.)	\$625.00	\$0.00	
TVY	Ship Thru, Produced and shipped to Anchorage VDC then to TK Services and returned to Anchorage VDC for shipping to final destination Available only to orders with a final Ship-To Code for State of Alaska Dealers only (Not available with (CGN) spray-on bedliner.)	\$200.00	\$0.00	
VAC	Ship Thru, Produced in Wentzville Assembly and shipped to Alt. Fuel Innovations LLC, Kansas City, MO and Return to Fairfax Assembly for final shipment (Not available with (CGN) spray-on bedliner.)	\$490.00	\$0.00	
VAD	Ship Thru, Produced in Wentzville and shipped to Leggett and Platt/Masterack. (Not available with (CGN) spray-on bedliner.)	\$180.00	\$0.00	
VAL	Ship Thru, Multiple handling charge, (CGN) spray-on bedliner, Ship to Auto Truck Group, O'Fallon, MO, Return to Wentzville Assembly for final shipment (Requires (CGN) spray-on bedliner.)	\$260.00	\$0.00	
VAR	Ship Thru, Produced in Wentzville and shipped to Midway (Not available with (CGN) spray-on bedliner.)	\$805.00	\$0.00	
VBK	Ship Thru, Produced in Wentzville and shipped to National Fleet Services and Return to Wentzville Assembly for final shipment (Not available with (CGN) spray-on bedliner.)	\$260.00	\$0.00	
VEQ	Ship Thru, Produced in Wentzville Assembly and shipped to Kranz of Kansas City, Kansas City, MO and Return to Fairfax Assembly for final shipment (Not available with (CGN) spray-on bedliner.)	\$600.00	\$0.00	
VES	Ship Thru, Multiple handling charge, (CGN) spray-on bedliner, Ship to Knapheide, Wentzville, MO, Return to Wentzville Assembly for final shipment (Requires (CGN) spray-on bedliner.)	\$180.00	\$0.00	

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Data Version: 21120. Data Updated: Dec 3, 2023 6:40:00 PM PST.



DJ Anderson | 503-454-4960 | dj@dickhannah.com

Vehicle: [Fleet] 2024 Chevrolet Colorado (14C43) 4WD Crew Cab WT ( ✓ Complete )

SHIP THRU	SHIP THRU CODES				
CODE	DESCRIPTION	Invoice	MSRP		
VP7	Ship Thru, Produced in Wentzville and shipped to Knapheide Truck Equipment, St. Peters, MO, then back to Wentzville for final shipment (Not available with (CGN) spray-on bedliner.)	\$180.00	\$0.00		
VWK	Ship Thru, Produced in Wentzville Assembly and shipped to Gen Truck Body, TX and returned to Arlington Assembly for final shipment (Not available with (CGN) spray-on bedliner.)	\$950.00	\$0.00		
VWS	Ship Thru, Multiple handling charge, (CGN) spray-on bedliner, Ship to Adrian Steel, Wentzville, MO, Return to Wentzville Assembly for final shipment (Requires (CGN) spray-on bedliner.)	\$180.00	\$0.00		
VWY	Ship Thru, Multiple handling charge, (CGN) spray-on bedliner, Ship to Masterack, Wentzville, MO, Return to Wentzville Assembly for final shipment (Requires (CGN) spray-on bedliner.)	\$180.00	\$0.00		
W05	Ship Thru, Produced at Wentzville Assembly and shipped to Utilimaster of Kansas City, MO and return to Fairfax Assembly or Wentzville Assembly for final shipment (Not available with (CGN) spray-on bedliner.)	\$530.00	\$0.00		
WI6	Ship Thru, Produced in Wentzville and shipped to Caseco Truck Body (Not available with (CGN) spray-on bedliner.)	\$180.00	\$0.00		
CUSTOM E	QUIPMENT				
CODE	DESCRIPTION	Invoice	MSRP		
5H1B	2 Extra Keys and Fobs	\$550.00	\$0.00		
CAT	Corporate Activity Tax @0375%	\$120.80	\$0.00		
DIS	Discount	(\$436.66)	\$0.00		
EP	E-Plates	\$136.50	\$0.00		
FP	Fleet Plates	\$960.50	\$0.00		
Keys	2Extra Remotes Programmed	\$550.00	\$0.00		
MU	Mark Up,	\$51.88	\$0.00		
PRI	Privilege Tax	\$161.06	\$0.00		
REB	Rebate	\$0.00	\$0.00		
UpFit	Body UpFit Summit Box	\$23,203.00	\$23,203.00		

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From: DJ Anderson
To: Katrina Weitman

**Subject:** RE: sales\_proposal - 2023-12-04T095750.690.pdf 2024 Colorado

**Date:** Monday, December 4, 2023 10:32:55 AM

Attachments: <u>image001.png</u>

BIN emailsig 8c7d86fb-69e0-4635-84d6-bc38a08ad0c3.png

#### No

The order would be on a will try basis if ordered today. GM will not guarantee a build.

DJ Anderson Fleet Manager Dick Hannah Chevrolet Desk 503-454-4960 Ext. 4960 Mobile 503-260-5005

dickhannahchevrolet.com



From: Katrina Weitman < Katrina. Weitman@CrookCountyOR.gov>

**Sent:** Monday, December 4, 2023 10:21 AM **To:** DJ Anderson <dj@dickhannah.com>

**Subject:** RE: sales\_proposal - 2023-12-04T095750.690.pdf 2024 Colorado

Thank you! Would you have an estimated delivery time?

Katrina

From: DJ Anderson < dj@dickhannah.com > Sent: Monday, December 4, 2023 9:58 AM

**To:** Katrina Weitman < <u>Katrina.Weitman@CrookCountyOR.gov</u>>

**Subject:** sales\_proposal - 2023-12-04T095750.690.pdf 2024 Colorado

DJ Anderson Fleet Manager Dick Hannah Chevrolet Desk 503-454-4960 Ext. 4960 Mobile 503-260-5005

dickhannahchevrolet.com



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Vehicle: [Retail] 2023 Chevrolet Colorado (14C43) 4WD Crew Cab WT



KATIE Sexton.

Email Katie Sexton e Crook County OR. GOV



Vehicle: [Retail] 2023 Chevrolet Colorado (14C43) 4WD Crew Cab WT ( ⟨ Complete )

## Window Sticker

## SUMMARY

[Retail] 2023 Chevrolet Colorado (14C43) 4WD Crew Cab WT

MSRP:\$32,500.00

Interior: Jet Black, Cloth seat trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, 2.7L Turbo

Transmission, 8-speed automatic

OPTIONS			
CODE	MODEL		MSRP
14C43	[Retail] 2023 Chevrolet Colorado (14C43) 4WD Crew Cab WT		\$32,500.00
	OPTIONS		
4WT	Work Truck Preferred Equipment Group		\$0.00
A28	Window, rear-sliding, manual	Inc.	
A50	Seats, front bucket		\$0.00
A91	Tailgate, remote locking, (locks and unlocks with key fob)	Inc.	
B26	Safety Package		\$505.00
C49	Defogger, rear-window electric	Inc.	
C5J	GVWR, 6000 lbs. (2722 kg)		\$0.00
DLF	Mirrors, outside heated power-adjustable	Inc.	
DP6	Mirror caps, painted	Inc.	
GAZ	Summit White		\$0.00
GU6	Rear axle, 3.42 ratio		\$0.00
H1T	Jet Black, Cloth seat trim		\$0.00
K34	Cruise control, electronic, automatic	Inc.	
L2R	Engine, 2.7L Turbo		\$0.00
N8R	Transmission, 8-speed automatic		\$0.00
NE1	Emissions, Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont and Washington state requirements		\$0.00
PCY	WT Convenience Package		\$415.00
QDC	Tire, compact spare T175/90D18, blackwall		\$0.00

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Data Version: 19956. Data Updated: Jul 17, 2023 6:39:00 PM PDT.

Jul 18, 2023 Page 10



# Vehicle: [Retail] 2023 Chevrolet Colorado (14C43) 4WD Crew Cab WT ( √ Complete )

UD7 Rear Park Assist Inc. **UFB** Rear Cross Traffic Braking Inc. UKI Blind Zone Steering Assist Inc. **URL** 11.3" diagonal advanced color LCD display with Google built-In \$0.00 **SUBTOTAL** \$33,420.00 Adjustments Total \$0.00

Destination Charge \$1,495.00

TOTAL PRICE \$34,915.00

## **FUEL ECONOMY**

Est City:19 MPG

Est Highway:23 MPG

Est Highway Cruising Range:492.20 mi

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Data Version: 19956. Data Updated: Jul 17, 2023 6:39:00 PM PDT.

Jul 18, 2023

From: Jim Angel

To: Katrina Weitman

**Subject:** Re: 2023 Chevron Colorado

**Date:** Thursday, November 2, 2023 10:53:55 AM

It takes 4 months to get a order after we submit it.

Thank You

Jim

From: Katrina Weitman < Katrina. Weitman@CrookCountyOR.gov>

Sent: Thursday, November 2, 2023 7:26 AM

**To:** Jim Angel <jima@ggruner.com> **Subject:** RE: 2023 Chevron Colorado

Thank you, Jim. It doesn't look like you have any in stock. How long is it taking to get them in?

Katrina

From: Jim Angel <jima@ggruner.com>

Sent: Wednesday, November 1, 2023 3:19 PM

To: Katrina Weitman < Katrina. Weitman@CrookCountyOR.gov>

Subject: Re: 2023 Chevron Colorado

#### Good Afternoon Katrina

I just got your e-mail the prices are the same and there isn't discounts for the more you purchase i am sorry.

Please let me know as soon as possible we will have to order them!

Thank You So Kindly

Jim Angel

From: Katrina Weitman < Katrina. Weitman@CrookCountyOR.gov>

Sent: Wednesday, November 1, 2023 10:24 AM

**To:** Jim Angel < <u>jima@ggruner.com</u>> **Subject:** FW: 2023 Chevron Colorado

Hi Jim,

I have recently been handed the task of purchasing vehicles for Crook County Community Development. I hope you are the correct person to follow-up with on the quote Katie got this summer. It appears you had quoted a price for the Colorado, but we hadn't followed up on getting purchasing approval.

I am hoping to get approval within a month to purchase 2-4 vehicles. Is there a price difference based on quantity? I assume enough time has passed that we would need new quotes, is that

#### correct?

Thank you for your help!

Katrina Weitman, Operations Manager Crook County Community Development 300 NE 3<sup>rd</sup> St, Prineville, OR 97754

Phone: 541-447-3211

From: Randy Davis < Randy. Davis@crookcountyor.gov >

Sent: Wednesday, October 25, 2023 11:30 AM

**To:** Katrina Weitman < <a href="mailto:Katrina.Weitman@CrookCountyOR.gov">Katrina.Weitman@CrookCountyOR.gov</a>>

**Subject:** FW: 2023 Chevron Colorado

Here is a quote Katie already got this year from Gruner for the Colorado's

**From:** Katie Sexton < <u>Katie.Sexton@crookcountyor.gov</u>>

Sent: Tuesday, July 18, 2023 2:50 PM

**To:** Randy Davis < Randy.Davis@crookcountyor.gov>

Subject: FW: 2023 Chevron Colorado

## Chevy quote!



# Katie Sexton

Administrative Clerk Crook County Community Development 300 NE 3<sup>rd</sup> St., Rm 12 Prineville OR 97754

Office: (541) 447-3211

E-mail: <u>katie.sexton@crookcountyor.gov</u>

Website: <a href="www.co.crook.or.us">www.co.crook.or.us</a>
<a href="mailto:onsite@crookcountyor.gov">onsite@crookcountyor.gov</a>
<a href="mailto:bld@crookcountyor.gov">bld@crookcountyor.gov</a>

**From:** Kaylee Scott < kaylees@ggruner.com>

**Sent:** Tuesday, July 18, 2023 2:42 PM

**To:** Katie Sexton < <u>Katie.Sexton@crookcountyor.gov</u>>

**Cc:** Jim Angel < jima@ggruner.com> **Subject:** 2023 Chevron Colorado

#### jima@ggruner.com

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Build & Price: 2023 Colorado

# CREW CAB, SHORT BOX, WT, 4WD





Due to supply chain shortages, certain features shown have limited or late availability, or are no longer available. See the window label or dealer regarding the features on an individual vehicle. Preproduction model may be shown throughout this experience. Actual production model may vary.





# Your 2023 Colorado WT 4WD

Net Price  $\$35,415^{\dagger}$ 

Summary

Standard Vehicle Price \$32,500

Exterior change

Summit White (GAZ) \$0

Wheels change Page 62

17" Ultra Silver Metallic steel (RD6)

**Standard** 

# Interior change

Front bucket seats (A50)

Standard

Jet Black, Cloth seat trim (H1T)

\$0

# Options change





8-speed automatic transmission (MFC)



11.3" diagonal advanced color LCD display with Google built-In (URL)



6250 lbs. GVWR (C6X)

**Standard** 



\$0



Rear air vents (C59)

\$0



3.42 rear axle ratio (GU6)

\$0

Front center console (D07)

\$135

2.7L Turbo engine with 310 hp (L3B)

\$1,050

Destination Freight Charge \$1,495

MSRP Total Vehicle Price \$35,415

Net Price  $\$35,415^{\frac{1}{2}}$ 

**Key Attributes** 

ENGINE TRANSMISSION HORSEPOWER @ RPM

2.7L Turbo engine with 310 hp 8-speed automatic 310 @ 5600

TORQUE @ RPM DRIVE TYPE

391 @ 2000 4WD

# Crew Cab, Short Box WT 4WD Standard Equipment

Highlights



- -Automatic Emergency Braking<sup>1</sup>
- -Forward Collision Alert<sup>1</sup>
- -Front Pedestrian and Bicyclist Braking<sup>1</sup>
- -Following Distance Indicator<sup>1</sup>
- -Lane Keep Assist with Lane Departure Warning<sup>1</sup>
- -IntelliBeam
- -Beginning at the start of production, certain vehicles will not be equipped with Following Distance Indicator functionality which will require a future software update to function.

### • 2.7L Turbo engine with 237 hp

-237 hp [177 kW] @ 5600 rpm

<sup>&</sup>lt;sup>1</sup> Safety or driver assistance features are no substitute for the driver's responsibility to operate the vehicle in a safe manner. Read the vehicle's owner's manual for important feature limitations and information.

- -260 lb-ft of torque [350 Nm] @ 1200-4000 rpm
- -Paired with a 8-speed automatic transmission

### • 8-speed automatic transmission

-May require additional optional equipment

#### 17" 255/65R17 all-season blackwall tires

17" 255/65R17 all-season blackwall tires

#### 17" Ultra Silver Metallic steel wheels

17" Ultra Silver Metallic steel wheels

#### • 11.3" diagonal advanced color LCD display with Google built-In

-11.3" diagonal advanced color LCD display with Google built-In, includes multi-touch display,

AM/FM/SiriusXM<sup>1</sup> radio capable

- -Bluetooth<sup>®2</sup> streaming audio for music and select phones
- -Wireless Apple CarPlay<sup>™</sup> capability for compatible phones<sup>3</sup>
- -Wireless Android Auto<sup>™</sup> capability for compatible phones<sup>4</sup>
- -Customize and manage entertainment and vehicle feature settings through the 11.3" diagonal touchscreen display
- -Use, control and manage select smartphone apps through the Infotainment system
- -Voice-activated technology for phone

### • 8" diagonal multicolor Driver Information Center

- -Includes driver personalization, warning messages and vehicle information
- -Average vehicle speed and fuel economy
- -Fuel range
- -Trip odometer
- -Tire pressure and oil life

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<sup>&</sup>lt;sup>1</sup> If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. See the SiriusXM Customer Agreement at <a href="www.siriusxm.ca">www.siriusxm.ca</a> for complete terms and how to cancel. All fees, content, features, and availability are subject to change. <sup>©</sup> 2022 Sirius XM Radio Inc. SiriusXM, Automatic, Pandora and all related logos are trademarks of Sirius XM Radio Inc. and its respective subsidiaries.

<sup>&</sup>lt;sup>2</sup> Go to <u>chevrolet.com/device-compatibility</u> to find out which phones are compatible with the vehicle. Full Bluetooth feature functionality varies by device, model, and software version.

<sup>&</sup>lt;sup>3</sup> Vehicle user interface is a product of Apple and its terms and privacy statements apply. Requires compatible iPhone and data plan rates apply. Apple CarPlay is a trademark of Apple Inc. Siri, iPhone and iTunes are trademarks for Apple Inc, registered in the U.S. and other countries.

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### • Wireless Apple CarPlay/Wireless Android Auto capability for compatible phones

- -Can use Apple CarPlay<sup>1</sup> and Android Auto<sup>2</sup> wirelessly
- -Apple CarPlay<sup>1</sup> and Android Auto<sup>2</sup> compatibility, both wired or wirelessly
- -Vehicle user interface is a product of Google and its terms and privacy statements apply. To use Android Auto on your car display, you'll need an Android phone running Android 6 or higher, an active data plan, and the Android Auto app. Google, Android and Android Auto are trademarks of Google LLC.

## CornerStep rear bumper

CornerStep rear bumper

#### Push Button Start

**Push Button Start** 

#### Remote Keyless Entry

- -Allows you to lock and unlock doors of the vehicle with the key fob
- -Driver's door or all doors unlock at the touch of a button

### **Package**

### Chevy Safety Assist

- -Automatic Emergency Braking<sup>1</sup>
- -Forward Collision Alert<sup>1</sup>
- -Front Pedestrian and Bicyclist Braking<sup>1</sup>
- -Following Distance Indicator<sup>1</sup>
- -Lane Keep Assist with Lane Departure Warning<sup>1</sup>
- -IntelliBeam
- -Beginning at the start of production, certain vehicles will not be equipped with Following Distance Indicator functionality which will require a future software update to function.

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#### Mechanical

## • 2.7L Turbo engine with 237 hp

- -237 hp [177 kW] @ 5600 rpm
- -260 lb-ft of torque [350 Nm] @ 1200-4000 rpm
- -Paired with a 8-speed automatic transmission

### • 8-speed automatic transmission

-May require additional optional equipment

#### • 3.42 rear axle ratio

-May require additional optional equipment

#### • 6,000 lbs. GVWR

- -When properly equipped; includes weight of vehicle, passengers, cargo and equipment
- -May require additional optional equipment

### • Engine control stop/start with system override

### • Engine air filtration monitor

#### • Push Button Start

#### • Automatic Stop/Start

- -At complete stops, when drivers keep their foot on the brake pedal, and under certain conditions, the engine shuts off
- -When drivers remove their foot from the brake, the engine automatically restarts
- -Includes disable button with each engine cycle

### Single-speed Autotrac Transfer Case

- -3 Transfer Case modes
- -2WD HI mode
- -Vehicle operates in 2-wheel drive
- -In this mode the transfer case & front driveline hardware are disengaged to improve fuel economy
- -Suitable for routine driving on all road surfaces
- -4WD Auto mode
- -4WD Auto enables the transfer-case to provide the performance benefits of a full time active AWD system
- -The 4WD Auto controls automatically adjust torque in response to parameters such as driver inputs, wheel slip control, vehicle dynamic state (understeer/oversteer)

- -Ideal for wet or wintry conditions, but can be used on any road surface. Suitable for light off road usage
- -4WD HI mode
- -Transfer case engages front driveline and power is transferred to both the front & rear axles
- -In 4WD HI the transfer case clutch maintains higher preemptive torque levels for increased traction vs 4WD Auto
- -Suitable for use on slippery road surfaces or off-road conditions such as deep sand, snow or rough terrain
- -Terrain mode
- -4WD HI and provides improved low speed traction and vehicle control during off road driving

#### Four wheel drive

### Heavy-duty 800 cold-cranking amps battery

-Maintenance-free with rundown protection and retained accessory power

#### • 170-amp alternator

#### Radiator Grille Shutters

-Automatic

#### Vehicle health management

-Provides advanced warning of vehicle issues

#### Hitch Guidance

- -Displays a guideline on the Rear Vision Camera view when you're in Reverse to help line up your hitch to your trailer<sup>1</sup>
- -When driving, Hitch Guidance allows you to briefly check your trailer using the Rear Vision Camera view

## Black recovery hooks

-Two front frame-mounted<sup>1</sup>

#### Fully boxed frame

- -Hydroformed front section
- -High-strength steel

## Page 68

#### Pickup box

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<sup>&</sup>lt;sup>1</sup> To avoid the risk of injury, never use recovery hooks to tow a vehicle.

#### 4-wheel antilock disc brakes

-Help reduce wheel lockup and maintain steering control during hard braking on most slippery surfaces

#### Capless fuel fill

-Helps keep your hands clean of dirt and fuel during fill ups

#### Interior

### 11.3" diagonal advanced color LCD display with Google built-In

- -11.3" diagonal advanced color LCD display with Google built-In, includes multi-touch display, AM/FM/SiriusXM<sup>1</sup> radio capable
- -Bluetooth<sup>®2</sup> streaming audio for music and select phones
- -Wireless Apple CarPlay<sup>™</sup> capability for compatible phones<sup>3</sup>
- -Wireless Android Auto<sup>™</sup> capability for compatible phones<sup>4</sup>
- -Customize and manage entertainment and vehicle feature settings through the 11.3" diagonal touchscreen display
- -Use, control and manage select smartphone apps through the Infotainment system
- -Voice-activated technology for phone

#### 6-speaker audio system

-Speakers are positioned throughout the cabin for outstanding sound quality and an enjoyable listening experience

# SiriusXM<sup>®</sup> 3-month Platinum Trial Subscription

- -The ultimate entertainment experience<sup>1</sup>
- -Expertly curated ad-free music and exclusive artist created music channels
- -Premium sports coverage with live play-by-plays from every major sport, and sports talk including official league and college conference channels
- -You also get Howard Stern, exclusive comedy, talk and news

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-Discover even more when you stream on the SXM App, with Xtra music channels for any mood or activity, podcasts including SiriusXM originals, personalized Pandora stations and SiriusXM video

### Wireless Apple CarPlay/Wireless Android Auto capability for compatible phones

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- -Apple CarPlay<sup>1</sup> and Android Auto<sup>2</sup> compatibility, both wired or wirelessly
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#### · Front bucket seats

· Seat trim, Cloth

#### 6-way manual driver seat

-Position it forward or back, up or down, tilted back or upright

## • 4-way manual front passenger seat

- Seat position forward and back
- -Seat position up and down

#### Manual-folding second row 60/40 split-bench seats

- -Includes a manual release that lets you conveniently fold one or both of the second row seatbacks
- -Provides the flexibility to transport a variety of passenger and cargo combinations

### • Front storage compartment without cover

#### Carpeted floor covering

Color-keyed to match the interior

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#### Manual tilt steering column

- -Allows the steering wheel to be manually adjusted up or down
- -Provides extra comfort when entering or exiting the vehicle
- -May require additional optional equipment

### Steering wheel

#### · Steering-wheel mounted controls

-Allow the driver to easily operate the audio system, phone interface, cruise control and Driver Information Center controls

### Speedometer, miles/kilometers

### • 8" diagonal multicolor Driver Information Center

- -Includes driver personalization, warning messages and vehicle information
- -Average vehicle speed and fuel economy
- -Fuel range
- -Trip odometer
- -Tire pressure and oil life

### · Power windows with driver express down

-Quickly lowers the window with the touch of a button

#### Power windows with front passenger express-down

- -Quickly lowers the window with the touch of a button
- -If an obstruction is detected, the anti-pinch feature will auto-reverse

#### Power windows, rear, express-down

-Quickly lowers the window with the touch of a button

#### Power door locks

-Lockout protection helps you avoid locking keys in the vehicle

## • Remote Keyless Entry

- -Allows you to lock and unlock doors of the vehicle with the key fob
- -Driver's door or all doors unlock at the touch of a button

#### • Theft-deterrent unauthorized entry system

- -Sounds the horn and flashes the turn signals when someone attempts to open the vehicle without the proper key or remote transmitter
- -Helps deter unauthorized entry, helping to protect your vehicle

-May require additional optional equipment

### Front USB ports

- -2 charge/Data ports<sup>1</sup> located on the front console
- <sup>1</sup> Not compatible with all devices.

## • 12-volt power outlet

-Located in the center console

### Single-zone climate control

- -Maintains a selected temperature
- -Manual
- Rear passenger heating and air conditioning duct
- Black interior door handles
- Inside rearview manual day/night mirror
  - -Adjust the tilt of the mirror to help reduce glare during nighttime driving
- Driver and front passenger visors with passenger mirror
- Interior lighting
  - -Dome light
- Overhead courtesy lamp
- Chevrolet Connected Access capable
  - -Subject to terms. See onstar.com or dealer for details.
  - -May require additional optional equipment

#### **Exterior**

- 17" Ultra Silver Metallic steel wheels
- 17" 255/65R17 all-season blackwall tires
- 18" compact spare tire
- 18" compact spare steel wheel
  - -May require additional optional equipment

#### • CornerStep rear bumper

#### Black beltline moldings

#### Halogen headlamps

-Automatic on/off feature helps illuminate your way when needed, and turns off headlamps automatically when you don't

#### IntelliBeam auto high beams

-Can automatically turn the vehicle's high-beam headlamps on and off according to surrounding traffic conditions

#### Automatic on/off headlamps

- -Setting the control to "Auto" turns on the headlamps to normal low-beam brightness when sensors detect a certain level of darkness, along with other exterior lights when darkness is detected
- -When you shut off the ignition and exit the car, the lights remain lit as you walk away
- -Headlamps will turn off automatically, after a set amount of time, to help save battery life
- -Automatic on/off feature helps illuminate your way when needed, and turns off headlamps automatically when you don't

#### • Cab-mounted cargo area lamps

- -Activated by virtual switch located in the infotainment system
- -Illuminates the cargo bed area

#### • Outside power-adjustable mirrors

#### • Mirror caps, molded molded in color Black

#### Deep-tinted glass

- -All windows, except the driver and front passenger side glass, feature deep tinting
- -Provides added protection from sun and glare

#### Solar glazing glass

-On front side windows

#### Privacy glazing glass

-Rear side windows

#### Solar-absorbing windshield

- -Helps minimize the effects of solar rays entering the cabin
- -Assists in maintaining a more comfortable interior temperature

- · Black door handles
- Black tailgate handle

#### Safety

#### StabiliTrak, electronic stability control system with traction control

- -Automatically helps enhance control, particularly during emergency maneuvers, by adjusting the brakes and engine torque to help you stay on your intended path
- -Activates when vehicle sensors detect a difference between the driver's intended path and the direction the vehicle is actually travelling
- -Includes Brake Assist that senses how hard and fast a driver hits the brake pedal and gives extra braking assistance, if required
- -Automatically helps enhance control, particularly during emergency maneuvers, by adjusting the brakes and drive motor torque to help you stay on your intended path
- -Includes Traction Control that detects wheel slippage and applies brake pressure and/or reduces drive motor torque to help the driver maintain control when accelerating on wet or snow-covered roads

#### Hitch View

- -Offers a close-up Hitch View<sup>1</sup> when you're in Reverse to help line up your hitch to your trailer
- -When driving, Hitch View allows you to briefly check your trailer connection using the Rear Vision Camera view

#### Halogen Daytime Running Lamps

#### • 7 airbags

- -Frontal airbags for driver and front passenger<sup>1</sup>
- -Seat-mounted side-impact airbags for driver and front outboard passenger<sup>1</sup>
- -Head-curtain airbags for front and rear outboard seating positions 1
- Includes front outboard Passenger Sensing System for frontal passenger airbag and illuminates a status light that indicates whether the airbag is on or off<sup>1</sup>

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Front outboard Passenger Sensing System for frontal outboard passenger airbag<sup>1</sup>

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<sup>&</sup>lt;sup>1</sup> Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.

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-Terms and limitations apply. See <u>onstar.com</u> or dealer for details.

#### HD Rear Vision Camera

- -Shows you a high-resolution digital image of the area directly behind your vehicle when you're in Reverse at low speeds 1
- -Dynamic guidelines laid over the display image assist in parking maneuvers by showing the vehicle's path
- -This may help you park and avoid nearby objects
- -Tailgate must be in the raised position for the HD Rear Vision Camera to operate properly

#### Lane Keep Assist with Lane Departure Warning

- -Uses a brief, gentle steering wheel turn to alert you when you may be unintentionally drifting out of detected lane lines, so you can steer to stay safely in your lane 1
- -If needed, you may receive additional Lane Departure Warning alerts
- -System alerts do not occur if you're using your turn signal or it detects you may be intentionally leaving your lane

#### • Forward Collision Alert

- -Can warn you if it detects a potential front-end collision with a vehicle you're following so you can quickly take action<sup>1</sup>
- -It can also provide a tailgating alert if you're following a vehicle much too closely
- -May require additional optional equipment

#### Following Distance Indicator

- -Displays the gap time in seconds between your vehicle and a detected vehicle you're following 1
- -This can help you decide if you're following much too closely
- -Beginning at the start of production, certain vehicles will not be equipped with Following Distance Indicator functionality which will require a future software update to function.

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#### Automatic Emergency Braking

- -Works with Forward Collision Alert to help you avoid or reduce the severity of a front-end collision with a detected vehicle you're following<sup>1</sup>
- -Camera technology is used to automatically provide hard emergency braking or enhance the driver's hard braking
- -This feature works at speeds below 50 mph

#### • Front Pedestrian and Bicyclist Braking

- -At speeds between 5 and 50 mph, can help you avoid or reduce the severity of a collision with a pedestrian or bicyclist it detects directly in front of you<sup>1</sup>
- -Provides alerts and can automatically provide hard emergency braking or enhance driver's hard braking
- -Limited nighttime and low visibility performance

#### LED Reflective Windshield Collision Alert

#### · Black seat belt color

#### Teen Driver

- -This configurable feature lets you activate customizable vehicle settings associated with a key fob to help encourage better driving behavior<sup>1</sup>
- -It can limit certain vehicle features, and automatically turns on certain safety systems if vehicle is equipped
- -An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver
- -Includes Buckle-to-Drive which prevents the driver from shifting from Park for up to 20 seconds if the driver's seat belt is not fastened

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#### Rear child security door locks

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- -When electrically activated, prevents passengers from opening the rear doors from inside the vehicle
- -Allow rear doors to open from outside of the vehicle only

#### Rear Seat Reminder

- -Helps to remind the driver to check the back seat(s) before leaving the vehicle 1
- -Activates when rear doors are opened and closed up to 10 minutes before or anytime while your vehicle is on
- -Under certain conditions, once the vehicle is switched off, designed to sound audible chimes and display a visual message within the Driver Information Center
- -Activates only once each time the vehicle is turned on and off, and would require re-activation on a second trip
- <sup>1</sup> Does not detect people or items. Always check rear seat before exiting.

#### Buckle to Drive

- -Prevents the vehicle from being shifted out of Park until the driver seat belt is fastened
- -Encourages seat belt use
- -Times out after 20 seconds and can be turned on/off in Settings menu

#### • Tire Fill Alert

- -Provides visual and audible alerts outside the vehicle when inflating an under inflated tire to the recommended tire pressure<sup>1</sup>
- <sup>1</sup> Does not monitor spare tire.

#### Tire Fill Alert

- -Provides visual and audible alerts outside the vehicle when inflating an under inflated tire to the recommended tire pressure<sup>1</sup>
- <sup>1</sup> Does not monitor spare tire.

#### 3 Years of Remote Access

-The Remote Access Plan<sup>1</sup> lets you start or stop your vehicle, lock & unlock doors, even check their fuel level and tire pressure (depending on vehicle equipment) – all from your smartphone<sup>2</sup>

#### Warranty

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#### 1 Scheduled Maintenance Visit<sup>1</sup>

<sup>&</sup>lt;sup>1</sup> Remote Access Plan does not include emergency or security services. See <u>onstar.com</u> for details and limitations.

<sup>&</sup>lt;sup>2</sup> Available on select Apple and Android devices. Service availability, features and functionality vary by vehicle, device, and the plan you are enrolled in. Terms apply. Device data connection required.

First Visit: 12 Months/12,000 Miles

<sup>1</sup>Maintenance visit must occur within first year of vehicle delivery. Service visit consists of ACDelco Oil and Filter Change/Tire Rotation/MPVI. Does not include air filters. See participating dealer for other restrictions and complete details.

# Bumper-to-Bumper Limited Warranty<sup>1</sup>

3 Years/36,000 Miles

#### Corrosion Limited Warranty<sup>1</sup>

3 Years/36,000 Miles

Rust-Through

6 Years/100,000 Miles

#### Powertrain/Drivetrain Limited Warranty<sup>1</sup>

5 Years/60,000 Miles

Certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles

# Roadside Assistance Program and Available Courtesy Transportation<sup>1</sup>

5 Years/60,000 Miles

Certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles

# There are similar vehicles in inventory

• Home Location 97701 Edit

**View All Inventory** 

**Locate A Dealer** 

<sup>&</sup>lt;sup>1</sup>Whichever comes first. See dealer for details.

<sup>&</sup>lt;sup>1</sup>Whichever comes first. See dealer for details.

<sup>&</sup>lt;sup>1</sup>Whichever comes first. See dealer for details.

<sup>&</sup>lt;sup>1</sup>Whichever comes first. See dealer for details. Roadside service provided by Allstate Roadside services. Limitations apply.

	(	Connect with Deale	r		
Estimate Trade-In Value					
	⊠ <u>Send</u>	◯ <u>Save</u>	Print		



- MSRP excludes tax, title, license and dealer fees.
- MSRP excluding installation, taxes and wheel components (if applicable). Dealer prices may vary. Some accessories may require purchase of additional equipment and/or services. See dealer for details.
- MSRP excludes tax, title, license and dealer fees.

<u>Copyright & Trademark</u> <u>GM Privacy Statement</u> <u>User Guidelines</u> <u> AdChoices</u>

California Residents: Do Not Sell My Information

# **AGENDA ITEM REQUEST**



Date:

December 5, 2023

#### Meeting date desired:

December 13, 2023

#### Subject:

Review of updated IGA for ePermit System

#### **Background and policy implications:**

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

# **Budget/fiscal impacts:**

N/A

#### Requested by:

Will Van Vactor will.vanvactor@crookcountyor.gov I 541.447.3211

#### **Presenters:**

Will Van Vactor Randy Davis

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

N/A

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

#### INTERGOVERNMENTAL PARTNERSHIP AGREEMENT

ePermit System and Services

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

DCBS: Jurisdiction:

Celina Patterson Randy Davis

e-Permitting Manager Building Official

1535 Edgewater Street NW 300 NE 3<sup>rd</sup> Street, #12

PO Box 14470 Prineville, OR 97754

Salem, OR 97309 (541) 447-3211

(503) 373-0855 randy.davis@co.crook.or.us

#### **RECITALS**

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

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

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

#### 1. DEFINITIONS.

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

#### 2. TERM, RENEWAL AND MODIFICATIONS.

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

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

#### 3. PERFORMANCE AND DELIVERY.

- 3.1 Responsibilities of BCD.
  - 3.1.1. BCD shall use its best efforts to provide Jurisdiction access to the ePermit System and related Services. BCD shall use best efforts to provide the Jurisdiction with satisfactory access on a parity with all other jurisdictions implemented by BCD to the ePermit System.
  - 3.1.2. BCD will implement the Jurisdiction's access using the process according to the ePermitting Implementation Methodology set forth in Exhibit E. If a Work Order Contract is used to implement a specific city or county, a copy of that Work Order Contract will be provided in Exhibit D.
  - 3.1.3. Upon implementation, Jurisdiction will have access to the System and the functionality, as described in Exhibit E.
  - 3.1.4. BCD will provide technical support for the ePermit program. Support is available 8:00 a.m. to 5:00 p.m. Monday through Friday, except for state-observed holidays and from 8:30-10:00 am on Mondays when ePermitting staff holds its weekly staff meeting. The general support structure shall be as follows:
    - 3.1 .4.1. State ePermitting team provides technical support to participating city or county.
    - 3.1.4.2. Accela provides technical support to State ePermitting team.

In the event that the State team is unable to communicate a solution to the participating city or county, the State team will facilitate communication between Accela and participant.

- 3.1.5 BCD will provide software that fulfills the Jurisdiction's basic requirement for accepting and reviewing electronic plans.
- 3.2. Responsibilities of Jurisdiction.
  - 3.2.1. Jurisdiction agrees to the requirements of Exhibit A.

- 3.2.2. Jurisdiction agrees to abide by the terms and conditions of the Software License set forth in Exhibit B.
- 3.2.3. Jurisdiction agrees to abide by the implementation model that is identified in Exhibit E.

#### 4. COMPENSATION AND PAYMENT

- 4.1 Not-to-Exceed Compensation. The maximum, not-to-exceed compensation payable by Jurisdiction to BCD under this contract, which includes any allowable expenses, is \$50,000.00.
- 4.2 Invoicing. BCD may invoice Jurisdiction for services rendered under Exhibit E. BCD will submit all invoices to Jurisdiction upon completion of the services. Invoices must be paid within 30 days of receipt.

#### 5. REPRESENTATIONS AND WARRANTIES.

- 5.1 Representations of Jurisdiction. Jurisdiction represents and warrants to BCD as follows:
  - 5.1.1. Organization and Authority. Jurisdiction is a political subdivision of the State of Oregon (or an intergovernmental entity formed by political subdivisions of the State of Oregon under ORS Chapter 190) duly organized and validly existing under the laws of the State of Oregon. Jurisdiction has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder. Jurisdiction has assumed and administers a building inspection program under ORS 455.148 to ORS 455.153.
  - 5.1.2. Due Authorization. The making and performance by Jurisdiction of this Agreement (1) have been duly authorized by all necessary action of Jurisdiction and (2) do not and will not violate any provision of any applicable law, rule, and regulation.
  - 5.1.3. Binding Obligation. This Agreement has been duly executed and delivered by Jurisdiction and constitutes a legal, valid and binding obligation of Jurisdiction, enforceable according to its terms.
  - 5.1.4. Jurisdiction has reviewed the ePermit Contract and ePermit System and is knowledgeable of the ePermit system functionality and performance and has entered into this Agreement based on its evaluation of the ePermit Contract and the ePermit System
- 5.2. Representations and Warranties of BCD. BCD represents and warrants to Jurisdiction as follows:
  - 5.2.1. Organization and Authority. BCD is a division of DCBS, an agency of the state government and BCD has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.

- 5.2.2. Due Authorization. The making and performance by BCD of this Agreement (1) have been duly authorized by all necessary action of BCD and DCBS and (2) do not and will not violate any provision of any applicable law, rule, and regulation.
- 5.2.3. Binding Obligation. This Agreement has been duly executed and delivered by BCD and constitutes a legal, valid and binding obligation of BCD and DCBS; it is enforceable according to its terms.
- 5.2.4. Performance Warranty. BCD will use its best efforts to provide Jurisdiction access to the ePermit System according to the ePermit contract.

  Notwithstanding the foregoing, Jurisdiction understands and agrees that the ePermit System is composed of software and services provided by third parties and BCD has no responsibility to Jurisdiction for the functionality or performance of the ePermit System.
- 5.3. The warranties set forth above are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

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

- 6.1. Records Access. DCBS, BCD, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives may access the books, documents, papers and records of the Jurisdiction that are directly related to this Agreement, for the purpose of making audits, examinations, excerpts, copies and transcriptions.
- 6.2. Retention of Records. Jurisdiction shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the termination of this Agreement.
- 6.3. Public Records. Jurisdiction is deemed the Custodian for the purposes of public records requests regarding requests related to Jurisdiction's building inspection program.

#### 7. JURISDICTION DEFAULT.

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

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

#### 8. BCD DEFAULT.

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

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

#### 9. TERMINATION BY JURISDICTION.

Jurisdiction may terminate this Agreement in its entirety as follows:

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

#### 10. TERMINATION BY BCD.

BCD may terminate this Agreement as follows:

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

#### 11. EFFECT OF TERMINATION.

- 11.1. No Further Obligation. Upon termination of this Agreement in its entirety, BCD shall have no further obligation to provide access to the ePermit System and related Services to Jurisdiction.
- 11.2. Survival. Termination or modification of this Agreement pursuant to sections 8 and 9 above, shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination or modification. However, upon receiving a notice of termination, Jurisdiction shall immediately cease all activities under this Agreement, unless expressly directed otherwise by BCD in the notice of termination.
- 11.3. Minimize Disruptions. If a termination right set forth in section 8 or 9 is exercised, both parties shall make reasonable good faith efforts to minimize unnecessary disruption or other problems associated with the termination.
- 11.4. Jurisdiction Data. Jurisdiction may obtain a copy of all of its data related to its usage of ePermitting, for usage in a move into a Jurisdiction-administered electronic system, by submitting a written request to BCD as part of Jurisdiction's notice of termination, or within 60 days of termination of this agreement. BCD will request the data from Accela, and Accela will provide the data in the same format as the Accela database.

#### 12. NOTICE.

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

#### 13. SEVERABILITY.

The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of

the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

#### 14. COUNTERPARTS.

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

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

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between BCD (and/or any other division, agency or department of the State of Oregon) and Jurisdiction that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court in the State of Oregon of proper jurisdiction. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Jurisdiction, by execution of this agreement, hereby consents to the in personam jurisdiction of said courts.

#### 16. COMPLIANCE WITH LAW.

The parties shall comply with all state and local laws, regulations, executive orders and ordinances applicable to the Agreement. All employers, including BCD and Jurisdiction, that employ subject workers who provide Services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers Compensation coverage, unless such employers are exempt under ORS 656.126.

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

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

#### 18. NO THIRD-PARTY BENEFICIARIES.

BCD and Jurisdiction are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this

Agreement.

#### 19. WAIVER.

The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.

#### 20. AMENDMENT.

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

#### 21. HEADINGS.

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

#### 22. CONSTRUCTION.

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

#### 23. INDEPENDENT CONTRACTOR.

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

#### 24. LIMITATION OF LIABILITY.

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

OR CESSATION OF SERVICE.

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

#### 25. FORCE MAJEURE.

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

#### 26. TIME IS OF THE ESSENCE.

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

#### 27. CONTRIBUTION

- 27.1. If any third party makes any claim or brings any action, suit or proceeding ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.
- 27.2. With respect to a Third Party Claim for which BCD is jointly liable with the Jurisdiction (or would be if joined in the Third Party Claim ), BCD shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Jurisdiction in such proportion as is appropriate to reflect the relative fault of BCD on the one hand and of the Jurisdiction on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of BCD on the one hand and of the Jurisdiction on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the

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

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

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

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

All attached and referenced exhibits are hereby incorporated by reference.

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

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

[Signature on following page]

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

A. Jurisdiction	
By:	Date:
Printed Name:	
Title:	
B. State of Oregon, Acting by and through its De Services, Building Codes Division	epartment of Consumer and Business
Reviewed By:	Date:
Printed Name: <u>Dawn Bass</u>	
Title: Deputy Administrator	
Executed By:	
Printed Name: Miriha Aglietti	
Title: Designated Procurement Officer	

# Exhibit A Jurisdiction Obligations

#### **Jurisdiction Software**

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

#### **Electronic Document Acceptance**

Beginning January 1, 2025, Jurisdiction is required by administrative law to accept electronic plans. Agency will provide software that fulfils the basic ability to meet this requirement; however, Jurisdiction may independently source their own software. If Jurisdiction uses the Agency-provided software, then Jurisdiction will be required to comply with all third-party agreements associated with the software and must notify Agency promptly of any non-compliance. Jurisdiction must also comply with all Agency-provided instructions on the use of the software, including instruction relating to installation and removal of the software. Jurisdiction must remove or destroy any or all copies of the software at Agency's request.

#### **Product Features**

Jurisdiction agrees to sell permits online through the ePermitting Portal. Jurisdiction agrees to offer online and IVR inspection scheduling for permits in an appropriate status. Jurisdiction agrees to offer online submittal of plan documents at appropriate point(s) in the application process as dictated by the Jurisdiction's workflow associated with each record type.

#### Permit Numbering Scheme.

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

#### Status and Result Codes.

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

#### **Inspection Codes.**

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

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

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

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

#### Version (Product) updates.

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

# Exhibit B Software License Agreement

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

1. Parties ACCELA

Accela, Inc.

2633 Camino Ramon, Suite 120 Bishop Ranch 3 San Ramon, California 94583 Attention: Contracts Administration T: 925.659.3200

F: 925.407.2722

e-Mail: contractsadrnin@accela.com

CUSTOMER
State of Oregon

Department of Consumer & Business

Services P.O. Box 14470

Salem, OR 97309

Attention: Building Codes Division T: (503)378-4100 F:

(503)378-3989

e-Mail: chris.s.huntington@state.or.us

This License Agreement ("LA") is intended for the exclusive benefit of the Parties; except as expressly stated herein, nothing will be construed to create any benefits, rights, or responsibilities in any other parties.

#### 2. Term and Termination

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

#### 3 Intellectual Property

- 3.1 License The software products ("Software") listed in Exhibit A are protected under the laws of the United States and the individual states and by international treaty provisions. Accela retains full ownership in the Software and grants to Customer a perpetual, limited, nonexclusive, nontransferable license to use the Software, subject to the following terms and conditions:
  - 3.1.1 The Software is provided for use only by Customer employees. For the purposes of subsections 3.1, 3.2 and Sections 4 of this LA, Customer means: i)

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

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

#### 3.2 License Warranties

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

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

#### 3.3 Compensation

- 3.3.1 License Fees In exchange for the Software described hereinabove, Customer will pay to Accela the amounts indicated in Exhibit A3.
- 3.3.2 Payment Terms Amounts are quoted in United States dollars and do not include applicable taxes, if any. The payment terms of all invoices are net forty-five (45) calendar days from the dates of the invoices. Any payment not paid to Accela within said period will incur a late payment in an amount equal to two-thirds of one percent (.66%) per month (eight percent (8% per annum), on the outstanding balance from the billing date. Accela may, at its sole discretion, suspend its obligations hereunder without penalty until payments for all past-due billings have been paid in full by Customer. All payments to Contractor are subject to ORS 293.462

#### 4. Confidentiality

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

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

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

# Exhibit C ePermitting Contract

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

#### **Exhibit D**

#### **Work Order Contract**

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

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

#### **EXHIBIT E**

#### **IMPLEMENTATION**

#### OREGON STANDARD MODEL

#### **Third Party Components**

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

# Oregon Standard Model (OSM) includes:

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

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

Use of "Consistent Form and Fee Methodology"

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

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

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

#### **Oregon Standard Model Implementation includes:**

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

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

#### **IMPLEMENTATION OVERVIEW**

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

#### Start Up

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

#### **Training**

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

#### **Finances**

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

#### Addresses

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

#### **Configuration**

• Provide User spreadsheet and Inspector profiles

- Test applications
- Test workflow
- Test inspections

#### **Data Conversion**

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

#### **Reports**

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

#### **IVR**

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

# **Training Overview**

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

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



# Community Development Department

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

Phone: (541) 447-3211

Email: <u>bld@crookcountyor.gov</u>
Website: <u>www.co.crook.or.us</u>

Date: December 5, 2023

To: Crook County Court

From: Will VanVactor & Randy Davis

**Crook County Community Development** 

Re: ePermit System & Service Updated Agreement

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

### The two biggest changes are:

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

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

## **AGENDA ITEM REQUEST**



Date:

November 21, 2023

### Meeting date desired:

December 19, 2023

### **Subject:**

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

### **Background and policy implications:**

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

### **Budget/fiscal impacts:**

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

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

### Requested by:

Nick Lilly, Facilities
Nick.Lilly@crookcountyor.gov
541-416-3811

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

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

### AMENDMENT 2

### to

### INDEFEASIBLE RIGHT TO USE AGREEMENT

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

### **RECITALS**

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

### **AGREEMENT**

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

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

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

- 4. <u>Modification of Payment Terms</u>: In addition to, and not in place of, the payment obligations contained in Paragraph 4.1 of the IRU, as modified by Amendment 1, County will also pay to PrineTIME the sums as follows:
  - (a) For the locations marked in Exhibit A2:
    - (i) a one-time installation payment of \$67,000.00, to be paid within ten (10) business days of the Effective Date.
    - (ii) a one-time payment of a first year annual maintenance fee, pro-rated to an amount of \$2,867.79, to reflect the difference between the Effective Date of this Amendment 2 and the due date for subsequent annual maintenance fees as described in Section 4(a)(iii) below. This pro-rated annual maintenance fee will be paid within ten (10) business days of the Effective Date.
    - (iii) an additional amount for annual maintenance of \$6,870.00, escalated by 3% each year after the first pro-rated year described in Section 4(a)(ii) above. This escalation is in place of and not in addition to the escalation described in the IRU. The annual maintenance fee will be due on or before April 14 of each calendar year.
  - (b) For the locations marked in Exhibit A3:
    - (i) a one-time installation payment of \$100,500.00, to be paid within ten (10) business days of the Effective Date.
    - (ii) a one-time payment of a first year annual maintenance fee, pro-rated to an amount of \$4,297.19, to reflect the difference between the Effective Date of this Amendment 2 and the due date for subsequent annual maintenance fees as described in Section 4(b)(iii) below. This pro-rated annual maintenance fee will be paid within ten (10) business days of the Effective Date.
    - (iii) an additional amount for annual maintenance of \$10.305.00, escalated by 3% each year after the first pro-rated year described in Section 4(b)(ii) above. This escalation is in place of and not in addition to the escalation described in the IRU. The annual maintenance fee will be due on or before April 14 of each calendar year.
- 5. <u>Counterparts</u>: The Parties may execute this Amendment 2 in separate counterparts, each of which when executed and delivered will be an original, but all of which together will constitute one and the same instrument. Facsimile or electronic transmission of any signed original document will be the same as delivery of an original. At the request of either Party, the Parties will confirm facsimile or email transmitted signatures by signing and delivering an original document.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

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

Crook County:	PrineTIME Internet Solutions, L.L.C.:
By	By la M
Name:	Name: Jason Wilkins
Title:	Title: Member
Date	Date



# **Service Quote**

Date: October 25th 2023

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

Re: Crook County Fiber IRU Quote - Justice Center to Crook County Locations

ServiceAnnual MaintenanceInstallation1. (1) Dark Fiber Lease with 20 Year IRU\$10,305.00\$100,500.00

Service location A: Crook County Justice Center – NW 2<sup>nd</sup> St, Prineville, OR Service location Z: Crook County IT Dept – 422 NW Beaver Street, Prineville, OR Service location A: Crook County Justice Center – NW 2<sup>nd</sup> Street, Prineville, OR Service location Z: Crook County Annex – 320 NE Court St, Prineville, OR Service location A: Crook County Justice Center – NW 2<sup>nd</sup> Street, Prineville, OR Service location Z: Crook County Courthouse – 300 NE Third St, Prineville, OR

Hello Nick,

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

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

Jason Wilkins
PrineTIME Internet Solutions, LLC
<a href="mailto:jasonw@prinetime.net">jasonw@prinetime.net</a>
(541) 408-7249

Exhibit A3, Page 5 of 5 Page 115



# **Service Quote**

Date: September 25th 2023

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

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

Service Annual Maintenance Installation

1. (1) Dark Fiber Lease with 20 Year IRU

\$6870.00

\$67,000.00

Service location A: Crook County Justice Center - NW 2<sup>nd</sup> St, Prineville, OR

Service location Z: Prineville Police Department – 1251 NE Elm St, Prineville, OR

Service location A: Crook County Justice Center - NW 2<sup>nd</sup> Street, Prineville, OR

Service location Z: City of Prineville Jail – 308 NE 2nd St, Prineville, OR

Hello Sydney,

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

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

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

> **Page 116** Exhibit A2, Page 4 of 5

## **AGENDA ITEM REQUEST**



### Date:

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

### Meeting date desired:

Wednesday, Dec 13th, 2023 County Court Work Session

### **Subject:**

Justice Center was awarded Pacific Power E-Mobility Grant

### **Background and policy implications:**

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

### **Budget/fiscal impacts:**

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

### Requested by:

Nick Lilly, Capital Projects and Facilities Manager, nick.lilly@crookcountyor.gov, 541-416-3811

### Presenters:

Nick Lilly

### Legal review (only if requested):

NA

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

Brian Barney, Crook County Commissioner



November 30, 2023

Crook County Justice Center

ATTN: Nicolas Lily

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

Dear Nicolas Lily:

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

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

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

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

If you have any questions throughout this process, you can reach the program manager Berit Kling by email at berit.kling@pacificorp.com.

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

Sincerely,

Cory Scott

Cory Scott

Vice President, Customer and Community Solutions



# **Grant Agreement - Oregon Clean Fuels Electric Mobility Grant**

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

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

### I. PROJECT ATTRIBUTES

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

Recipient	Crook County Justice Center	Equipment Brand	Chargepoint
Project Scope	Add four (4) EV Charging Stations to current Justice Center new construction project.	Project Location	Grade-level parking lot
Type of Project	EVSE	Project Address	260 NW 2nd Street, Prineville, OR 97754
Charging Technology or Electric Vehicle Type and Quantity	4 dual-port Level 2 chargers	Accessibility	Public Charging
Estimated completion date	May 31, 2025	Funding Award**	\$46,202.00
Project Data Reporting Requirements	•	, ,	rmation related to the Project, havior data outlined in Appendix



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

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

Recipient shall ensure Project begins by May 31, 2024.

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

Recipient shall complete Project by May 31, 2025

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

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



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

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

### II. USE OF GRANT FUNDS

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

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

### III. AWARD RECIPIENT DELIVERABLES

- Oregon Clean Fuels Program credits: Recipient shall grant or transfer to Pacific Power title to
  any Oregon Clean Fuels Program Credits generated by the Project. Recipient shall designate Pacific
  Power as its designated aggregator using the most recent "Oregon Clean Fuels Program Aggregator
  Designation Form" issued by the Oregon Department of Environmental Quality.
- DEQ Charger Registration and Reporting: Projects with funded EVSE components (Level 2 or DC Fast Charging stations) must be registered with the Oregon Department of Environmental Quality (DEQ). Once a charger is commissioned and registered, and at Pacific Power's request, Recipient shall provide Pacific Power with all DEQ required data, including but not limited to kilowatt-hour ("kWh") and usage data generated by the Project by the I5th day of the month following each calendar quarter, for the life of the Project (5 years).
  - To register chargers and report quarterly DEQ usage data, email plugin@pacificpower.net.
  - DEQ usage data reporting will end 5 years from the first quarter reported. Failure to submit usage data for more than one reporting cycle may result in Recipient refunding the Grant Award to Pacific Power in its entirety.
- Other Project Data Reporting: Recipient shall provide Pacific Power with all driving and charging behavior data generated by the Project as requested by Pacific Power.



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

### IV. EDUCATION AND OUTREACH REQUIREMENTS

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

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



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

### V. AWARD FUNDING

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

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

### VI. RECIPIENT BREACH; GRANT AWARD RETURN

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

### VII. NOTICE

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

If to Pacific Power, by email to plugin@pacificpower.net.	
If to Recipient [nick.lilly@crookcountyor.gov	_]'

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



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

### VIII. RECIPIENT REPRESENTATIONS AND WARRANTIES

Recipient represents and warrants as follows:

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

### IX. MISCELLANEOUS

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

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

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

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

Please initial each page, complete the Funding Recipient Acceptance section of the signature page, and return signed form to plugin@pacificpower.net.



# Signature Page

## **Recipient Acceptance**

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

Signature:	
Date:	
Printed Name:	
Title:	
Organization:	
Pacific Power Acce	
Signature:	
Date:	
Printed Name:	
Title:	



# Appendix A

# **Project Data Reporting Requirements**

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

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

# AGENDA ITEM REQUEST



Date:
Meeting date desired:
Subject:
Background and policy implications:
Budget/fiscal impacts:
Requested by:
Presenters:
Legal review (only if requested):
Elected official sponsor (if applicable):

## **GOODS AND SERVICES CONTRACT**

CO	NTRACTO	R: _	TEC Equipment	DATE: _		
AD	DRESS: _	<u> 247</u>	5 NW Canal Blvd Street Address	Redmond City	OR State	97756 Zip
PH	ONE NUM	IBEI	R: <u>541-699-5400</u>	EMAIL: MKnig	ht@tecequir	oment.com
a p del	olitical sub	divis	s Contract (Agreement) sion of the State of Oreg described below in cons	gon (COUNTY), authori	zes Contra	CTOR to
1.	connectio	n wi	he goods described belo th a Project identified a Product") and delivery	as follows: Purchase of	two Swenso	n SP
2.	the Produ	ict (t	This Agreement shall r to occur not later than J he provisions of this Ag	<u>(une 9, 2024)</u> unless ter		
3.			RVICES: <b>CONTRACTOR</b> scribed on the submittal			hase: <u>The</u>
4.	shall be:	\$47, 1e lu	RVICES: <b>CONTRACTOR</b> ,674.94, plus reasonable mp sum within fifteen (	e and necessary freight	costs. The fe	ee will be
5.	specified	unde	TICES: <b>CONTRACTOR</b> mer Scope of Services), pranting to the	rovided <b>CONTRACTOR</b> a	and COUNTY	have
6.			NTS: The following doc de a part hereof and are			l by
	X Spec	ifica	Environmental Provisions tions & Details (Attachm Submittal (Attachment 2)			
			STANDA	ARD PROVISIONS		

SUBMITTAL OF W-9 BEFORE PAYMENT: CONTRACTOR must provide COUNTY

with a fully completed W-9 form upon execution of the Agreement and prior to

Page 128

7.

- supplying the goods. **CONTRACTOR** will not be paid until a fully completed W-9 form is submitted.
- 8. INDEPENDENT CONTRACTOR: It is understood and agreed that **CONTRACTOR**, while supplying goods pursuant to this Agreement, is at all times acting and performing as an independent **CONTRACTOR**.
- 9. TAX DUTIES AND LIABILITIES: Neither federal, nor state, nor local income tax or payroll tax of any kind will be withheld or paid by **COUNTY**. **CONTRACTOR** is responsible to pay, according to law, **CONTRACTOR**'s income tax and self-employment tax, if applicable.
- 10. CONFIDENTIALITY: During the course of supplying of goods under this Agreement, **Contractor** may receive information regarding organizations and **County**'s business practices, employees, clients, etc. **Contractor** agrees to maintain the confidentiality of such information and to safeguard such information against loss, theft or other inadvertent disclosure.
- 11. AUTHORIZED SIGNATURES REQUIRED: Only those persons authorized by the Crook County Purchasing Rules and Procedures may enter into a binding agreement or contract, including a purchase order, for the purchase or sale of goods or services on the part of the County. All persons doing business with the County shall be responsible for being familiar with the Crook County Purchasing Rules and Procedures and for ensuring that the person purporting to act for the County has been duly authorized.
- 12. PAYMENT BY COUNTY: **COUNTY** will pay invoices on the 10<sup>th</sup> or 25<sup>th</sup> days of the month based upon date the invoice is received.
- 13. INDEMNIFICATION: **CONTRACTOR** shall defend, indemnify and hold harmless **COUNTY**, its agents, servants and employees, respectively, against all claims, demands and judgments (including attorney fees) made or recovered against them for damages to real or personal property or for bodily injury or death to any person, arising out of, or in connection with this Agreement, to the extent such damage, injury or death, is caused by the negligence or intentional wrongful act of **CONTRACTOR**, its employees, servants or agents.
- 14. COMPLIANCE WITH THE LAWS: **CONTRACTOR** agrees to comply with the provisions of this Agreement, Title VI of the Civil Rights Act of 1964, and with all applicable federal, state, county, and local statutes and rules.
- 15. PROTECTION OF PERSONAL INFORMATION: If **CONTRACTOR** obtains any personal information as defined in ORS 646A.602(11) related to this Agreement or concerning any County employee, **CONTRACTOR** agrees to provide appropriate safeguards to protect the security of this information. **CONTRACTOR** shall have provided appropriate safeguards by meeting or exceeding the requirements stated in ORS 646A.622.

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

### 23. TERMINATION:

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

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

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

111

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

ACCEPTED FOR CONTRACTOR	ACCEPTED FOR CROOK COUNTY
TEC Equipment	Crook County Court
(printed name) Title: Date:	Seth Crawford, Judge Date:
	Jerry Brummer, Commissioner Date:
	Brian Barney, Commissioner Date:





a brand of aebi schmidt

# Sales Quote

Prepared By: Casey Vernia

127 Walnut St

Lindenwood, IL 61049

Phone 888.825.7323

Prepared For: Alex Sarha

Company: TEC EQUIPMENT - WILSONVILLE

Address:

Phone:

Fax:

E-Mail: MKnight@tecequipment.com

Date: 10/17/2023

Reference:

Price Quote ID: Q-019565

Rendition Number: 1

Freight not included unless otherwise noted.

Estimated Freight: Not Included

Terms: 30 Days

Delivery: 160 days

F.O.B.: Lindenwood, IL

Sourcewell Member:

Sourcewell Contract: 080818-SWS

Additional Items	Description	Qty	List Price D	ealer
70010-010XXX	EV100-14-84-56 CS - 14 ft length (84" width, 56" side height - hydraulic-driven spreader with 1:2 gearbox ratio - 1 1/2" drive-shaft, 2" poly idler assembly - 20" poly spinner disc		Pri	ce .
CONT'D	<ul> <li>- 45° side slope</li> <li>- 1 1/2" x 3/8" double-welded cross bars</li> <li>- 10 gauge carbon sides and ends</li> <li>- 7 gauge carbon steel longitudinals</li> <li>- Tapered inverted V</li> </ul>	1	\$ 0.00	\$ 0.00
	<ul> <li>10 gauge carbon steel bolt-i replaceable conveyor floor</li> <li>Self-cleaning pintle style conveyor chai (21,000 lbs. tensile strength per strand)</li> <li>Rear chain wiper</li> <li>Swing Up spinner</li> <li>12" adjustable height spinner extension</li> </ul>	ń –	*4+,	
K <sup>gC</sup> v	- three internal baffles and four external baffles in lower spinner assembly - Redesigned bolt-in 6" hat channel - Drop n lock top screens - *Heated sides *Winch	al —		
	*Work light  *Chain take up to the rear  *Tailgate latch kit  *Nylon strap kit			



a brand of aebi schmidt

# Sales Quote

Prepared By: Casey Vernia

127 Walnut St

Lindenwood, IL 61049

Phone 888.825.7323

Prepared For: Alex Sarha

Company: TEC EQUIPMENT - WILSONVILLE

Address:

Phone:

Fax:

E-Mail: MKnight@tecequipment.com

Date: 10/17/2023

Reference:

Price Quote ID: Q-019565

Rendition Number: 1

Freight not included unless otherwise noted.

Estimated Freight: Not Included

Terms: 30 Days

Delivery: 160 days F.O.B.: Lindenwood, IL

Sourcewell Member:

Sourcewell Contract: 080818-SWS

### Comments

NO PAINT ON STAINLESS STEEL NO HYDRAULIC CONTROLS FITTING OR VALVES

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

\*\*\*\*All units not invoiced and shipped prior to January 1st 2024 will be subject to price increases.\*\*\*\*\*

\*Rear grease lines not needed with poly idler rollers

\*Nylon strap kit in lieu of chain binders

Total:

THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, ETHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR THE PARTICULAR PURPOSE, AND THE SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THESE PARTS. Los Angeles, CA 90074-3077 INVOICE NUMBER 13:28:53 INVOICE Remit to: PO Box 743077 0.00 47,494.46 47,494.46 H Q FJ 547,674 -F.O.B. REDMOND 017334 PAGE CROOK COUNTY ROAD DEPT 1306 N MAIN ST PRINEVILLE, OR 97754. \*\*\* /EST CAT: 1056.553747.23 PAY DO NOT SALES TAX 151 FREIGHT SUBLET 15TH PARTS CUSTOMER | COPY 1 \* \* [1] DESCRIPTION INVOICE DATE NET CORE RETURNS TO BE MAKE WITHIN 30 DAYS IN THE ORIGINAL BOX AND SUBJECT TO INSPECTION. CUSTOMER MUST HAVE ORIGINAL INVOICE WHEN RETURNING PARTS. ELECTRICAL, BROKEN KITS AND SPECIAL ORDER PARTS ARE NON-RETURNABLE. A 25% RESTOCKING FEE WILL APPLY TO ALL RETURNS. ALL SPECIAL ORDER PARTS REQUIRE 25% DOWN PAYMENT. TERMS SP  $\bowtie$ ST-CHO DO D SWENSON OD WABASH S 5 DATE SHIPPED 24566 国国 TIME CROOK COUNTY ROAD DEPT 1306 N MAIN ST PRINEVILLE, OR 97754 2475 NW Canal Blvd, Redmond, OR 97756 PLUS FREIGHT 130 DAY LEAD 1 \*\* M U L T I \*\*\*\* I N V © I COLTON ACCOUNT NO. BIL NO. | SLSM. | BAL NO | 5401 | PART NUMBER | 70010-010 YOUR ORDER NO. Your Best Business Partner Phone: 541-699-5400 0 Copyright 2014 CDK Global, LLC CI a Tr DATE ENTERED 040-00 SHIP VIA



11/6/2023

Robert George Crook County 1306 N Main St Prineville OR 97754

RE: Quote Number 2323

Dear Robert George,

We are pleased to provide a quote for the following Swenson sander:

### (2) EV100-11-82-56 CS Swenson Sanders:

- 14 ft length
- 82" width
- 56" side height
- Hydraulic-driven spreader with 1:25 gearbox ratio
- 1 1/2" driveshaft, 2" poly idler assembly
- 20" poly spinner disc
- 45° side slope
- 1 1/2" x 3/8" double-welded cross bars
- 10 ga carbon sides and ends
- 7 ga carbon steel longitudinals
- Tapered inverted V
- 10-gauge carbon steel bolt-in replaceable conveyor floor
- Self-cleaning pintle style conveyor chain (21,000 lbs. tensile strength per strand)
- 12" adjustable height spinner extension
- Three internal baffles and four externa baffles in lower spinner assembly
- Drop-n-Lock top screens
- Redesigned bolt-in 6" hat channel

Total Price for Two Units ...... \$ 60,996.00 Total

### **Terms and Conditions**

- Delivery approximately 160 day(s) after receipt of order.
- Prices will be honored for 30 days.
- Net payment due in US funds 30 days after receipt of order.

Regards,

Tracey Kelly Norstar Industries Inc.



MetroQuip, Inc.

1953 E. Commercial Meridian, ID 83642

ph:(208)344-3318 fax:(208)345-5931

To Accept this quotation, sign here and return: \_

QUOTATION NO. Swenson

DATE November 30, 2023 CUSTOMER ID Crook County

EXPIRATION DATE 30 Days

TO

Robert George

Crook County Road Dept

1306 N Main St Prineville, OR 97754 PH: 541-362-6145

robert.george@crookcountyor.gov

SALESPERSON	FOB	PAYMENT TERMS	DUE DATE
Jeff McCoy (208)921-5332	Prineville, OR	Standard Terms and Conditions	

### SOURCEWELL CONTRACT 062222-AEB LEAD TIME APPROX 160 DAYS ARO

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
QUANTITY  2.00	Swenson EV100 Select 14-84-56 CS  #82" wide hopper #14 Ft length #56" height #Hydraulic-driven spreader with 25:1 gearbox ratio #1 1/2" drive-shaft, 2" poly idler assembly #45° side slope #1 1/2" x 3/8" double-welded cross bars #10 ga carbon steel sides and ends #7 ga carbon steel longitudinals #10 ga carbon steel bolt-in replaceable conveyor floor #Tapered inverted V #Self-cleaning pintle style convey chain (21,000 lbs. tensile strength p strand) #Rear chain wiper #Swing up spinner #20" poly spinner disc #Drop-n-Lock top screens #Redesigned bolt-in 6" hat channel #Painted Swenson Orange	UNIT PRICE \$22,944.00	\$45,888.00
1.00	No hydraulic hoses, control, fittings or valves included  Freight - Lindenwood, IL to Prineville, OR	\$4,000.00	\$4,000.00
This is a quotation for the goods named, subject to the conditions noted below. This quotation is valid for 30 days from date above unless otherwise noted. The prices do not include freight charges, sales tax, F.E.T., or other applicable taxes unless noted. All sales are subject to		SUBTOTAL SALES TAX TOTAL	\$ 49,888.00



# Agenda Item Request

### Date:

December 5, 2023

### Meeting dates desired:

December 13, 2023 work session December 19, 2023, regular session

### Subject:

Human Resources Roadmap

### **Background and policy implications:**

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

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

### **Budget/fiscal impacts:**

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

### **Legal Review:**

Legal prepared the attached personal services agreement.

### Requested by:

Andy Parks, Contract County Administrator

### **Presenters:**

Andy Parks, Contract County Administrator

### Attachment

Personal Services Agreement including engagement letter

### HUMAN RESOURCES ROADMAP SERVICES AGREEMENT

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

### **RECITALS**

- A. WHEREAS, County is responsible for the administration of human resources, benefit administration, personnel management, and other related functions, in the conduct of its public services. To do so, County utilizes a software program called, variously, Naviline or "greenscreen," which is no longer fit for its purpose; and
- B. WHEREAS, many of the current functions undertaken by the Human Resources office involves the labor-intensive administration of paper forms, and the entry of data into the inefficient Naviline program, which create unavoidable opportunity costs; and
- C. WHEREAS, in order to help ensure the efficient operation of the County's enterprise and public service functions, to meet the needs of the local community, and to assist with the planning of future budget expenditures, County wishes to engage VIE to undertake a thorough review of the operations, functions, programs, and potential improvements of its Human Resources document management functions. The ultimate goal will be to gather detailed information from which the County can undertake to adopt a new Human Resources Information System (HRIS) program for County-wide operations.

### **AGREEMENT**

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

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

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

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

<u>County:</u> <u>VIE:</u>

Crook County Virtual Information Executives, LLC

Attn: Legal Dept. Attn: Manoj Garg

300 NE Third Street 12639 NW Waker Drive Prineville, OR 97754 Portland, OR 97229

- 15. <u>No Authority to Bind County</u>: VIE has no authority to enter into contracts on behalf of County. This Agreement does not create a partnership between the parties.
- 16. <u>Governing Law and Venue:</u> Any dispute under this Agreement shall be governed by Oregon law with venue being located in Prineville, Oregon.
- 17. <u>Severability:</u> If any part of this Agreement shall be held unenforceable, the rest of this Agreement will remain in full force and effect.
- 18. <u>Conditions Concerning Payment, Contributions, Liens, Withholding</u>. Pursuant to ORS 279B.220, VIE shall:
  - a) Make payment promptly, as due, to all persons supplying to the VIE labor or material for the performance of the work provided for in the contract.
  - b) Pay all contributions or amounts due the Industrial Accident Fund from the VIE or subcontractor incurred in the performance of the contract.
  - c) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
  - d) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
- 19. <u>Condition Concerning Payment for Medical Care and Providing Workers' Compensation</u>. Pursuant to ORS 279B.230, VIE shall:
  - a) Promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of Employee, of all sums that VIE agrees to pay for the services and all moneys and sums that VIE collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.
  - b) Comply with ORS 656.017 or if not exempt under ORS 656.126.
- 20. <u>Certification of Tax Compliance</u>. By executing this Agreement, Contractor represents and warrants that it has complied with the tax laws of this state or a political subdivision of this

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

- 21. <u>Attorney Fees</u>: In the event an action, lawsuit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall bear its own attorney fees, expenses, costs and disbursements for said action, lawsuit, proceeding or appeal.
- 22. <u>Counterparts:</u> This Agreement may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together shall constitute one in the same instrument. Facsimiles and electronic transmittals of the signed document shall be binding as though they were an original of such signed document.

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

ACCEPTED FOR COUNTY:	ACCEPTED FOR VIE:
Ву:	By:
Print:	Print: Manoj Garg
Title:	Title: Managing Partner
Date:	Date: 12/12/2023

# EXHIBIT 1 SCOPE OF SERVICES



### **Engagement Letter**

### **Crook County, Oregon**

12/5/2023

**Human Resources Roadmap** 

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

### Dear Andy:

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

Sincerely,

Mark Wehrmeister Practice Director

### Background

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

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

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

### **HR Roadmap Approach and Methodology**

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

VIE Engagement Letter: HR Roadmap

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

A list of the assessment components includes:

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

### **Deliverables**

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

### **Work Process**

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

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

VIE Engagement Letter: HR Roadmap

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

### Measures of Success

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

### **Project Value**

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

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

### **Consultants, Pricing and Timeline**

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

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

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

### Joint Accountabilities

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

VIE Engagement Letter: HR Roadmap

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

### **Terms and Conditions**

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

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

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

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

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

### Signatures

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

For Virtual Information Executives:	For Crook County:
. Malane	
Signature:	Signature:
Name: Manoj Garg	Name:
Title: Managing Partner	Title:
Date: December 5, 2023	Date:

VIE Engagement Letter: HR Roadmap



# Agenda Item Request

### Date:

December 5, 2023

### Meeting dates desired:

December 13, 2023 work session December 19, 2023, regular session

### Subject:

Commission position #1 vacancy

### **Background and policy implications:**

The County Court has eight applicants for the vacant commissioner position. Interviews are scheduled December 7, 2023. Additional interviews may occur for selected candidates December 13, 2023. December 20, 2023, is the last regularly scheduled meeting in 2023 to appoint a commissioner to serve the remainder of the term that extends through 2024.

### **Budget/fiscal impacts:**

The position if fully budgeted.

### **Legal Review:**

NA

### Requested by:

Andy Parks, Contract County Administrator

### **Presenters:**

Andy Parks, Contract County Administrator Eric Blaine, County Counsel

### Attachment

None