



CROOK COUNTY BOARD OF COMMISSIONERS AGENDA

Wednesday, April 3, 2024 at 9:00 am

Crook County Annex I 320 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: 954 2612 6858; Passcode: 178149

PUBLIC COMMENT

CONSENT AGENDA

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

1. **Approve Minutes**
2. **Approve Order 2024-20 In the matter of formally appointing members of the Local Public Safety Coordinating Council (LPSCC)**
3. **Approval of non-standard work scheduling policy**
4. **Teen Internship Grant from the State Library of Oregon acceptance, \$3600.00**
5. **PBS Environmental Contract Amendment**
6. **Letter of support regarding the elimination of the Central Oregon Crop Protection District**
7. **Approve Order 2024-21 In the matter of the appointment to the Ag Extension Service District Advisory Board**
8. **Approve Order 2024-22 In the matter of the appointments to the Compensation Committee**

DISCUSSION

9. April's Child Abuse Prevention Month

Requester: Terra Tyger

Regional Programs Manager for KIDS Center

10. Request to expend up to \$300,000 of Title III Federal funds

Requester: Christina Haron, Finance Director

Presenter: Mitch Madden, Crook County Sheriff's Office

11. Request for funding - Crook County Kids Club

Requester: Ashley Thrasher
Executive Director

12. Open Air Barn for Livestock Fairgrounds

Requester: Dennis Hilderbrand / Jace Rhoden / Jake & Sheri Storey
Friends of the Crook County Fairgrounds

13. Approval to contract with Insight Global to fill three positions in the IT Department

Requester: Amy Albert / Stephen Chellis
HR Generalist / Chief Information Officer

14. Approval of Annual Financial Assurance Update & Recertification for Landfill

Requester: Christina Haron
Finance Director

15. Contract approval for Bridging the Accounting Gap, LLC (Kristal Hughes)

Requester: Christina Haron
Finance Director

ADMINISTRATOR REPORT

COMMISSIONER UPDATES

PUBLIC COMMENT

EXECUTIVE SESSION

The Crook County Board of Commissioners will now meet in executive session under ORS 192.660(2)(h) for the purpose of consulting with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed and ORS 192.660(2)(d) To conduct deliberations with persons designated by the governing body to carry on labor negotiations.

Representative of the news media and designated staff shall be allowed to attend the executive session.* All other members of the audience are asked to leave the room. Representatives of the news media are specifically directed not to report on any of the deliberations during the executive session, except to state the general subject of the session as previously announced. No decision may be made in executive session. At the end of the executive session, we will return to open session and welcome the audience back into the room.

16. 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.

17. ORS 192.660(2)(d) To conduct deliberations with persons designated by the governing body to carry on labor negotiations.

NOTICE AND DISCLAIMER

The Crook County Board of Commissioners is the governing body of Crook County, Oregon, and holds public meetings (generally on the first and third Wednesday of each month) to deliberate upon matters of County concern. As part of its efforts to keep the public apprised of its activities, the Crook County Board of Commissioners has published this PDF file. This files contains the material to be presented before the Board of Commissioners for its next scheduled regular meeting.

Please note that while County staff members make a dedicated effort to keep this file up to date, documents and content may be added, removed, or changed between when this file is posted online and when the Board of Commissioner meeting is held. The material contained herein may be changed at any time, with or without notice.

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

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

Additional Items

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 04/01/2024 at 2:57 PM

**CROOK COUNTY COURT MINUTES
OF JANUARY 03, 2024, REGULAR MEETING
Open Portion**

Be It Remembered that the Crook County Court met in a Regular Court meeting on January 3, 2024, at 9:00 a.m. in the County meeting room located at 320 NE Court Street, Prineville, Oregon 97754.

Court Members Present: Judge Seth Crawford, Commissioner Susan Hermreck, and Commissioner Brian Barney

Absentees: None

Others Present in Person or Via Zoom: Legal Counsels Eric Blaine and John Eisler; Administration Executive Assistant Sarah Puerner; Finance Director Christina Haron; Fairgrounds Manager Casey Daly; Airport Manager Kelly Coffelt; Clerk Cheryl Seely; Community Development Director Will Van Vactor; Library Director Sarah Beeler; Health and Human Services Director Katie Plumb; Contract Administrator Andy Parks; Chief Information Officer Stephen Chellis; Systems Administrator Chelsea Watson; Chief Administrative Deputy Stephanie Wilson; Community Service Deputy Andy Pearson; Office Manager Alexandria Solterbeck; Natural Resources Policy Coordinator Tim Deboodt; Health Strategist Shelby Fisher; Shelby Knight; Calista Songstad; Mike Ervin; and members of the public.

REGULAR SESSION

The meeting was **called to order at 9:00 a.m.**

Public Comment: None

Additions/Removals: None

Consent Agenda:

1. Approve Minutes
2. Approval of SHSP Grant for New Generator at the Emergency Operations Center
3. 2023-2025 IGA for the Financing of Local Public Health Services in Crook County Agreement#180007-4
4. 2023-2025 IGA for the Financing of Local Public Health Services in Crook County Agreement#180007-5
5. Clear Ballot Contract and Master Services Agreement Renewal
6. ODOT Intergovernmental Agreement
7. Order 2024-04 In the matter of the appointment to the Abatement of Dangerous Buildings Code, Appeals Committee
8. Order 2024-05 In the matter of the appointments to the Natural Resource Advisory Committee
9. Order 2024-06 In the matter of the appointments to the Ag Extension Service District Advisory Board
10. Order 2024-07 In the matter of the appointments to the Fair Board Committee

MOTION to approve the Consent Agenda as presented. Motion seconded. No discussion. Motion carried 3-0.

Discussion item #11: Natural Hazard Mitigation Plan Update:

Requester: Christina Haron

Details: Finance Director Christina Haron attended the meeting to provide an update on the natural hazard mitigation plan. This involves the review and 5-year update of the Crook County Multi-Jurisdictional Natural Hazards Mitigation Plan which includes: working with a contractor (COIC) to assemble a multi-jurisdictional and multi-discipline committee to review the current plan, update the risk/vulnerability analysis, update environmental factors (geographical, economic, social), draft new or revised mitigation strategies, and plan adoption. This work will be provided through contract and supported by county, city, and other agency stakeholders. Requested funding of \$71,000 via the County's Risk Management Fund which would be included in the current budget appropriation for the fund.

MOTION to approve the allocation of \$71,000 from the County's Risk Management fund to engage COIC to draft an update to the County's multi-jurisdictional natural hazards mitigation plan. Motion seconded. No discussion. Motion carried 3-0.

Discussion item #12: Expend \$20,260 to replace the Sponson-Oregon Marine Board:

Requester: Christina Haron/Andy Pearson

Details: Finance Director Christina Haron and Community Service Deputy Andy Pearson attended the meeting to discuss expending \$20,260 to replace the sponson on a marine patrol boat. The Oregon Marine Board helps pay for the Marine Deputy Program including most maintenance on our boats. The Marine Board has set up a replacement for the sponson (rubber bumper around boat) on one of our boats using a vendor. This bill will be initially paid by the County and the entire cost of the repair will be reimbursed by the Oregon Marine Board as part of the Marine Deputy Program.

MOTION to expend \$20,260 to replace the rubber bumper around the marine boat and to be reimbursed by Oregon Marine Board. Motion seconded. No discussion. Motion carried 3-0.

Discussion item #13: Request to expend \$40,000 of Title III Federal Funds:

Requester: Christina Haron

Details: Finance Director Christina Haron attended the meeting to request to expend \$40,000 of Title III Federal funds. The request entails acquiring two DJI Matrice M30T Small Unmanned Aircraft Systems (Drones) equipped with thermal imaging, along with necessary accessories such as Drone Command Box/Vaults. These items will be installed in two 2023 Ford Expeditions belonging to the Sheriff's Office. The drones and mobile command boxes are tailored for Search and Rescue operations, aimed at enhancing emergency response capabilities. They will facilitate tasks such as locating missing individuals, assessing disaster areas, and conducting efficient search operations, particularly in challenging terrains and remote regions of Crook County. The purchase, along with associated installation labor, is eligible for utilizing Title III funding previously allocated for this fiscal year.

MOTION to authorize the spending of \$40,000 of Title III funds for the purchase of search and rescue aerial drones and related equipment as presented. Motion seconded. No discussion. Motion carried 3-0.

Discussion item #14: Broadband Technical Assistance Program (BTAP):

Requester: Will Van Vactor

Details: Community Development Director Will Van Vactor attended the meeting to discuss the Broadband Technical Assistance Program. The Oregon Broadband Office is introducing the Broadband Technical Assistance Program (BTAP), scheduled to open for applications in late December or early January. This initiative aims to aid Oregon's counties and their partners in preparing for the substantial influx of broadband infrastructure funding expected in the coming years. The program will offer funding for planning, pre-construction work, staffing, and grant application support. COIC has collaborated with Deschutes County and Jefferson County on recent broadband needs assessments and intends to apply for BTAP jointly on their behalf. The Crook County Court is being asked if they are interested in participating in this regional application led by COIC.

MOTION to approve moving ahead with the regional approach on the Broadband technical assistance grant led by COIC. Motion seconded. No discussion. Motion carried 3-0.

Discussion item #15: Order 2024-01, Designation of Newspaper of Record:

Requester: Eric Blaine

Details: Legal Counsel Eric Blaine presented Order 2024-01 – In the matter of designation of newspapers of record. Oregon state statutes and other laws may mandate the publication of public notices by the County in either a "newspaper of record" or a "newspaper of general circulation" within the community. Annually, the County formally designates newspapers fulfilling this role. For several years, the Central Oregonian and the Bend Bulletin have been designated as newspapers of record by the County. Both newspapers are legally adequate for publishing any legal notice, either independently or collectively.

MOTION to approve Order 2024-01 in the matter of designation of Newspaper of Record which includes Bend Bulletin and Central Oregonian. Motion seconded. No discussion. Motion carried 3-0.

Discussion item #16: Engagement letter with Harrang Long P.C. for County non-preference towing rotation contract development, solicitation, and execution:

Requester: Eric Blaine

Details: Legal Counsel Eric Blaine presented to the Court an engagement letter with Harrang Long P.C. for County non-preference towing rotation contract development, solicitation, and execution. Crook County maintains a contract for a tow truck rotation system, ensuring fairness in hiring while allowing flexibility for emergencies. Originally with five participating firms, the contract has dwindled to one over the years. The County seeks to engage the law firm of Harrang Long to develop a new Request for

Proposal (RFP) for the towing rotation system, oversee its issuance, and review received proposals.

MOTION to retain Harrang Long P.C. on a matter of towing at a rate of \$280/hour to draft the documents for an RFP. Motion seconded. Discussion regarding whether there should be a cap if this matter develops into an extensive or lengthy process. After further discussion it was decided that this item is not ready for consideration today and Eric Blaine will bring this item back at a later date after gathering more information and research on cost and overall process to answer the Commissioners' questions. Motion was rescinded at the end of the session.

Administrator Report:

Contract County Administrator Andy Parks spoke about the upcoming Courthouse items and that these items will be pushed to the January 31st work session for discussion. At the work session on January 10th, Vance Jacobson will provide an update on the compensation plan, and he will have adequate time to go over the plan and will provide a budget calendar that speaks about the process and timeline. In addition, Andy would like to speak a little bit about the work session format that we have been using since April 2023 at the 10th work session and see if there are any adjustments to make.

Court Member Updates:

- Judge Crawford had a meeting in Paulina with producers and ODFW and had conversations about wolves. Meeting coming up with the Wolf Committee to speak about next steps as they've heard from a lot of people saying they want additional help with the wolves. Ellie Gage, who oversees the Wolf Committee, has a lot of different opportunities for grants. Jefferson and Grant County are interested in partnering as this would decrease the cost for options to help the current wolf situation.
- Commissioner Hermreck added that federal funding should be happening and not exactly sure, but money might come to us to be able to help with the wolf situation. The population of wolves has increased, and this is known because of the pictures that ranchers have provided. Commissioner Hermreck asked about the County Court governance and which direction the county is going. Also discussed the County Administrator position, what the plan is and what are the next steps as the Court needs to come up with a plan sooner rather than later.

Public Comment:

Mike Ervin received the responses to the letter Commissioner Barney asked about.

At 9:49 a.m. the Court convened into Executive Session under the following statute(s): 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.

EXECUTIVE SESSION

At the conclusion of the Executive Session, the County Court convened back into Open Session, inviting members of the public into the meeting room.

MOTION to direct County Counsel and outside Counsel to correspond with the counter party as discussed in the Executive Session. Motion seconded. No discussion. Motion carried 3-0.

There being no further business before the Court, the meeting was **adjourned at 11:06 a.m.**

Respectfully submitted,

Sarah Puerner / Breyanna Cupp

**CROOK COUNTY COURT MINUTES
OF JANUARY 10, 2024, WORK SESSION
Open Portion**

Be It Remembered that the Crook County Court met in a regularly scheduled Work Session on January 10, 2024, at 9:00 a.m. in the Administration Conference room located at 203 NE Court Street, Prineville, Oregon 97754.

Court Members Present: Judge Seth Crawford, Commissioner Susan Hermreck, and Commissioner Brian Barney

Absentees: None

Others Present in Person or Via Zoom: Legal Counsels Eric Blaine and John Eisler; Executive Administrative Assistant Sarah Puerner; Finance Director Christina Haron; Fairgrounds Manager Casey Daly; Clerk Cheryl Seely; Airport Manager Kelly Coffelt; Landfill Manager Jacquie Davis; Sheriff John Gautney; HR Director Kim Barber; Library Director Sarah Beeler; Facilities Director Nick Lilly; Onsite Supervisor Julie Lancaster; Extension Manager Kim Herber; Health and Human Services Director Katie Plumb; Budget Analyst Jamie Berger; Community Development Director Will Van Vactor; Under Sheriff Bill Elliott; Appraiser Jason Elliott; Associate Planner Hannah Elliott; Permit Technician Sherry Reinks; Natural Resources Policy Coordinator Tim Deboodt; Assessment Technician Linda Pepper; Office Manager Alexandria Solterbeck; Chief Information Officer Stephen Chellis; Office Assistant Rebecca Keegan; Administrative Assistant Mona Glade; Contract County Administrator Andy Parks; Consultant Vance Jacobson; Mike Warren; Mike Ervin; Monty Kurtz; and members of the public.

WORK SESSION

The meeting was **called to order at 9:00 a.m.**

Public Comment:

Monty Kurtz thanked the Court for getting the change of governance issue back on the agenda. He also wanted to know if the Court will ask for public input on the work being done on Hwy 126 from Prineville to the Powell Butte post office. Andy Parks answered that ODOT is currently responsible for the traffic on the highway from Powell Butte to Prineville. Mr. Parks also added that the Transportation Safety Planning (TSP) will be updated within a few weeks.

Discussion item #1: Compensation schedule report from Vance Jacobson, consultant:

Requester: Andy Parks

Details: Andy Parks attended the Work Session to present to the Court, Consultant Vance Jacobson, who provided a presentation on the compensation schedule report via zoom. The objective of the plan is to align positions, update and build a master salary schedule, and ensure the schedule blends with the compensation to provide a total package to existing and new or potential employees. Mr. Jacobson will be at the next work session to give an in-person update.

Discussion item #2: Work Session format discussion:

Requester: Andy Parks

Details: Andy Parks attended the Work Session to discuss with the Court the current work session format. Mr. Parks wanted to check-in regarding the changes made in April 2023 to the work session format. Effective with contracting County Administrator services in April 2023, the Court reduced the number of work session meetings from weekly to twice monthly. The meetings have served primarily as an opportunity to review items with the Court prior to action at regular Court meetings. Occasionally, issues are presented as updates, not requiring action.

Discussion item #3: Replacement IGA for management/operations at the Airport:

Requester: Andy Parks

Details: Andy Parks attended the Work Session to present to the Court a replacement IGA for the Airport. For more than a decade, Crook County and the City of Prineville have operated under an IGA wherein the city performed the majority of administrative functions at the Airport. This IGA draft would replace the existing IGA and transfer duties such as legal and financial services, inspections, and maintenance and improvements to the County. The new IGA will also retire the existing Airport Fund. There will be an update in the next couple of weeks on the IGA with the city. Legal Counsel John Eisler added that the current IGA expired at the end of 2023 and that the County needs to get something new in place.

Discussion item #4: Transfer of Ownership/Bill of Sale:

Requester: Casey Daly

Details: Fairgrounds Manager Casey Daly attended the Work Session to present to the Court a transfer of ownership of an electric tractor which was acquired through the Pacific Program Grant. The technology grant was initially slated to show the technology of electric tractors, which are suitable for the basic needs of the Fairgrounds and would be displayed at appropriate events. Mr. Daly's request is to move this tractor to the county for ownership. The tractor is valued at \$70,000 and this item will be on the consent agenda for January 17th for final approval.

Discussion item #5: Library Staff Training Day, October 14, 2024:

Requester: Sarah Beeler

Details: Library Director Sarah Beeler attended the Work Session to request to close the Crook County Library on October 14, 2024, for a staff training day. This day is also Columbus Day, and a lot of other businesses are closed and therefore a good day for the Library to close for training. This provides an opportunity to plan programs, regroup, and recharge staff. Judge Crawford added that the Library does this every year and is a great asset.

Discussion item #6: Policy Adoption- Suspicious Packages on County Property,

Employee Protocol:

Requester: Nick Lilly

Details: Facilities Director and Safety Committee Chair Nick Lilly attended the Work Session to present to the Court a policy adoption. Recently, the Crook County Clerk has shared some occurrences from other municipalities where suspicious packages have

arrived with emphasis on potential election interference. The safety committee finds it necessary to provide a procedure to assist County employees in proper protocol for handling this type of situation. These potential occurrences are not specific to the mail; however, they often arrive in the form of postal deliveries. The policy has been prepared by the County's Emergency Response Team in collaboration with the safety committee for County Court review, approval, and adoption as an addition to the current policies.

Discussion item #7: Draft Budget Calendar:

Requester: Andy Parks

Details: Andy Parks attended the Work Session to present to the Court a draft budget calendar. The County Court annually adopts a budget and to facilitate the process, the Court adopts a budget calendar to help guide the budget development process. The draft budget calendar presents the key elements of the process, participants, and upcoming dates.

Discussion item #8: Discuss next steps for County governance structure:

Requester: Andy Parks

Details: Andy Parks attended the Work Session to discuss with the Court next steps for County governance structure. The County Court suspended discussions regarding a potential change in government structure following the resignation of Commissioner Brummer, pending the appointment of a new commissioner. A decision was desired prior to the filing deadline for candidates to the two open positions as of the end of 2024; County Judge and Commissioner position #1. Three public meetings introduced the issue and solicited public input in September 2023. An employee straw-poll was conducted in October 2023. The last day for non-partisan candidates to file declaration of candidacy is March 12, 2024, and the last day to file a notice of measure election and any required explanatory statement is March 21, 2024. To inform candidates prior to the filing deadline, or to place a measure before voters, the Court will need to act no later than its March 6, 2024, meeting.

Administrator Report:

- Community Development – Will Van Vactor updated the Court on the conversation with Jackie Davis and John Eisler about the proposal for property for the Trap Club regarding target shooting. The closeness of the Landfill to the Airport is an issue for DEQ. The Grizzly Mountain Long Rifle Club might be a good location but may have some land use hurdles to work through as access is harder for this particular site. At this point the recommendation is for the Trap Club to look at private property options.
- Landfill – Andy Parks received an email from Jackie Davis regarding a piece of equipment that needs to be rebuilt and the cost is \$48,600. This price point is only to rebuild. A whole new piece of equipment is valued at \$680K and was budgeted in the 2025FY. Mr. Parks is requesting a motion to authorize the expenditure due to the timeline for the rebuild.

MOTION to approve the quote provided by Peterson CAT in the amount of \$48,591.84. Motion seconded. No discussion. Motion carried 3-0.

- Solid Waste Management Plan Update – The kickoff meeting is January 30th and Judge Crawford will be attending. During the event, there will be discussions about values, scope of work, and a tour of the facilities. The event will possibly be publicly advertised depending on the outcome if all the Commissioners want to attend.

- IGA between the State and County pertaining to ARPA dollars - The planning and design is about \$170,000 and the County received a new draft from the State. This draft would extend the agreement until December 1, 2024. There are no substantive changes to the agreement, but the County does want to avoid being in breach of contract. This item can be put on the agenda for the next Regular session for approval.

MOTION to approve the draft IGA extending the agreement until December 1, 2024. Motion seconded. No discussion. Motion carried 3-0.

- Lateral Employee Vacation Accrual Rate Policy – This was discussed at the end of October and was included with the updates to the employee handbook. This document is now ready to be implemented and Kathy Pucket will start recording these adjustments. 70% of the County’s workforce will be impacted by this and this would be effective January 1, 2024, with a few exceptions due to commitments made prior with employee offer letters.

MOTION to approve the lateral employee vacation accrual rate policy as presented. Motion seconded. No discussion. Motion carried 3-0.

- Oregon Forest Restoration Collaborative (OFRC) – Janet Hutchison sent over an email asking which Commissioner would be appointed to the OFRC committee. Jerry Brummer was previously on the committee. Ms. Hutchison asked if Susan Hermreck would be interested in this committee.

MOTION to appoint Commissioner Hermreck to the Oregon Forest Restoration Collaborative (OFRC). Motion seconded. No discussion. Motion carried 3-0.

Court Member Updates: None

At 11:23 a.m. the Court read into Executive Session under the following statute(s): 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; ORS 192.660(2)(e) For the purpose of conducting deliberations with persons designated by the governing body to negotiate real property transactions; ORS 192.660(2)(f) To consider information or records that are exempt by law from public inspection.

EXECUTIVE SESSION

At the conclusion of the Executive Session, the County Court convened back into Open Session, inviting members of the public into the meeting room.

MOTION to direct staff to prepare the correspondence as discussed in the Executive Session. Motion seconded. No discussion. Motion carried 3-0.

There being no further business before the Court, the meeting was **adjourned at 1:16 p.m.**

Respectfully submitted,

Sarah Puerner / Breyanna Cupp

**CROOK COUNTY COURT MINUTES
OF JANUARY 17, 2024, REGULAR MEETING
Open Portion**

Be It Remembered that the Crook County Court met in a Regular Court meeting on January 17, 2024, at 9:00 a.m. in the County meeting room located at 320 NE Court Street, Prineville, Oregon 97754.

Court Members Present: Judge Seth Crawford, Commissioner Susan Hermreck, and Commissioner Brian Barney

Absentees:

Others Present in Person or Via Zoom: Legal Counsels Eric Blaine and John Eisler; Executive Administrative Assistant Sarah Puerner; Finance Director Christina Haron; Extension Manager Kim Herber; Airport Manager Kelly Coffelt; Fairgrounds Manager Casey Daly; Health and Human Services Director Katie Plumb; Community Development Director Will Van Vactor; Library Director Sarah Beeler; Under Sheriff Bill Elliott; District Attorney Kari Hathorn; Sheriff John Gautney; Contract County Administrator Andy Parks; Administrative Assistant Mona Glade; Veteran Service Officer Tom Evans; Office Assistant Rebecca Keegan; Landfill Manager Jacquie Davis; Office Manager Alexandria Solterbeck; Assessment Technician Linda Pepper; Senior Appraiser Karen Bushnell; Chris Gannon; Mike Thomas; Amber Blanchard; Monty Kurtz; Garth Finley; Mike Warren; and members of the public.

REGULAR SESSION

The meeting was **called to order at 9:00 a.m.**

Public Comment:

Mike Ervin would like the Court to consider having public comment at the end of future meetings.

Additions/Removals: None

Consent Agenda:

1. Approve Minutes
2. Order 2024-03 - Policy Adoption - Suspicious Packages on County Property, Employee Protocol
3. Order 2024-08 In the matter of the appointment to the Hahlen Special Road District
4. 10th Amendment to Community Mental Health Funding Agreement, regarding funding change
5. Transfer of Ownership / Bill of Sale
6. Draft Budget Calendar
7. Review Amendment 6 to Public Safety Answer Point mapping agreement with City of Prineville

8. Crook County Mental Health Promotion & Prevention subcontract with Deschutes County Amendment 3
9. Landfill Solid Waste Management Plan Consultant Contract
10. Recognition of Previous Experience for Accrued Leave Purposes
11. Crook County letter to DEQ regarding elevated levels of manganese in local groundwater

MOTION to approve the Consent Agenda as presented. Motion seconded. No discussion. Motion carried 3-0.

Discussion item #12: Presentation to Court Regarding Ballot Measure 110 reforms:

Requester: Kari Hathorn/John Gautney

Details: District Attorney Kari Hathorn and Under Sheriff Bill Elliott were present at the Regular Session to deliver a presentation to the Court regarding recent legislative updates on Oregon drug laws. These legislative changes will have significant implications for Crook County. Of particular concern are discussions surrounding fentanyl exposure among juveniles and the available treatment options for juveniles. Additionally, there has been a noticeable rise in mental health issues, particularly among the elderly population, as evidenced by increased admissions to hospitals. Kari Hathorn is actively engaged with the Oregon DA Association Board, while Sheriff Gautney collaborates with OSSA; both entities have jointly proposed recommendations to the legislature. It is imperative that the Measure 110 Reform encompasses provisions for treatment options, funding for community corrections, mandatory treatment, and diversion of conditional discharge. Moreover, the Department of Corrections will likely need to allocate additional funds to facilitate staffing adjustments for this reform. The implementation of deflection programs poses significant challenges for rural communities. For Class C misdemeanors, individuals are required to undergo assessment at a sobering facility or detox center before facing charges. The District Attorney and Sheriff urge the Court to draft a letter to the legislature advocating against the imposition of these deflection programs. Instead, they emphasize the importance of funding treatment initiatives, supervised probation (community corrections), and prioritizing community and youth safety.

Discussion item #13: Approval and signature for DBE (Disadvantages Business Enterprises) program and goal development:

Requester: Kelly Coffelt

Details: Kelly Coffelt, the Airport Manager, was present at the Regular Session seeking approval from the Court for the development of the DBE program and its associated goals. The Department of Transportation's DBE (Disadvantaged Business Enterprise) program aims to address persistent discrimination and the enduring impacts of past discrimination in various federally assisted transportation contracting markets, including highways, transit, airports, highway safety, financial assistance, and transportation. The core objective of the DBE program is to promote fairness by granting small businesses owned and operated by individuals facing social and economic disadvantages an equitable chance to compete for transportation contracts funded by federal resources.

MOTION to approve the DBE Program and goal development. Motion seconded. No discussion. Motion carried 3-0.

Discussion item #14: Agreement with US Geological Survey for study of mineral and isotope inflows into the Crooked River:

Requester: Eric Blaine

Details: County Counsel Eric Blaine attended the Regular Session to present an agreement with the US Geological Survey for a study on mineral and isotope inflows into the Crooked River. Several months ago, the County Court received a presentation expressing concerns about elevated levels of certain minerals and isotopes in the Crooked River, with the source remaining unclear. Identifying the source of these minerals could potentially lead to measures aimed at reducing their inflow into the river. For example, if agricultural practices are responsible for the presence of minerals like nitrogen, it might prompt state or federal intervention affecting local farmers or ranchers. If the minerals originate from natural sources, agricultural restrictions may not be necessary. Various parties have executed a funding agreement, contributing \$32,000.00 to Crook County for engaging the US Geological Survey in the study. Crook County will add an extra \$8,000.00 and serve as the sole contracting party with USGS. The agreement outlines the study's objectives, methodologies, and costs, with USGS contributing \$20,000.00 to the project. Crook County's total expenditure under this agreement will be just under \$40,000.00. Additionally, a separate cooperative funding agreement provides \$32,000.00 for the County to execute the project, with \$8,000.00 contributed by the County itself.

MOTION to approve the US Department of Interior US Geological Survey joint funding agreement for water resources investigation. Motion seconded. No discussion. Motion carried 3-0.

Discussion item #15: Chemical supplies order for weed management:

Requester: Thomas Laird

Details: Contract County Administrator Andy Parks attended the Regular Session to make a request for Thomas Laird, Crook County Weed Master, to purchase residual herbicides for the County's weed management program. The cost of the herbicides purchase order is a total of \$43,510.00.

MOTION to approve the purchase order for Helena in the amount of \$43, 510.00 for weed control. Motion seconded. No discussion. Motion carried 3-0.

Discussion item #16: Order 2024-02, RFP Evaluation Committee Policy:

Requester: John Eisler

Details: County Counsel John Eisler was present at the Regular Session to introduce Order 2024-02, which outlines the RFP Evaluation Committee Policy. Navigating the public procurement process, particularly when assessing responses to Requests for Proposals or Requests for Qualifications, can be challenging. This policy aims to institute a uniform process across the County for Evaluation Committees, ensuring compliance with legal requirements, promoting fairness and impartiality in evaluations, and streamlining the identification of the most qualified proposers.

MOTION to approve Order 2024-02 - RFP Evaluation Committee Policy. Motion seconded. No discussion. Motion carried 3-0.

Discussion item #17: Amend Carlson Testing, special inspection services contract at Justice Center:

Requester: Nick Lilly

Details: Contract County Administrator Andy Parks attended the Regular Session to present on behalf of Nick Lilly, Facilities Director, a special inspection services contract at the Justice Center. This contract's scope of work will be adjusted as necessary to fulfill the remaining special inspection requirements for the ongoing construction at the Justice Center. Initially valued at \$13,984.75, additional funding estimates have been coordinated with the contractor and the project manager for special inspection services, with a projected completion cost of \$12,920.00. As a result, the revised and final value of the contract amendment will be \$126,904.75. This budget reallocation will be supported by funds from the existing Capital Projects Justice Center fund.

MOTION to approve the change order No. 2 for Carlson Testing, Inc. Motion seconded. No discussion. Motion carried 3-0.

Discussion item #18: Approve Auditor Management Representation Letter:

Requester: Christina Haron

Details: Finance Director Christina Haron attended the Regular Session to seek the Court's approval of the Audit Management Representation Letter. This annual letter is a crucial document that includes a series of statements affirming various aspects of the company's financial information. These statements cover the completeness and accuracy of financial records, the disclosure of pertinent information, and adherence to accounting principles. Both the Finance Director and the County Judge are required to sign the letter on behalf of the County Court.

MOTION to approve the Judge to sign the Audit Management Representation Letter on behalf of the County Court. Motion seconded. No discussion. Motion carried 3-0.

Administrator Report:

Andy Parks expressed his congratulations to Christina Haron and her team for delivering the financial report promptly. Brody Barker demonstrated exceptional performance at the jail over the weekend while on call, managing duties efficiently without requiring additional assistance. The Road Department has been commendably diligent, working late nights and early mornings to ensure clear roads and safe commuting for both employees and citizens. Despite their efforts, the Road Department has encountered a broken-down truck, which will be scheduled for repairs once weather conditions permit safe towing.

Court Member Updates: None

Public Comment: None

At 10:38 a.m. the Court convened into Executive Session under the following statute(s): 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; ORS 192.660(2)(e) For the purpose of conducting deliberations with persons designated by the governing body to negotiate real property transactions.

EXECUTIVE SESSION

At the conclusion of the Executive Session, the County Court convened back into Open Session, inviting members of the public into the meeting room.

MOTION to authorize Judge Crawford to sign the earnest money and purchase of sale agreement and all closing documents on behalf of Crook County as discussed in the Executive Session. Motion seconded. No discussion. Motion carried 3-0.

There being no further business before the Court, the meeting was **adjourned at 11:16 a.m.**

Respectfully submitted,

Sarah Puerner / Breyanna Cupp

AGENDA ITEM REQUEST



Date:

3/20/24

Meeting date desired:

4/3/24

Subject:

Consider appointment of community member to local public safety coordinating council (LPSCC).

Background and policy implications:

ORS 423.560 requires the board of county commissioners to appoint at least one lay citizen to the LPSCC board. Two citizens have submitted applications. The current LPSCC board supports both community members

Budget/fiscal impacts:

None

Requested by:

Kari Hathorn, District Attorney, LPSCC Chair

Presenters:

Kari Hathorn

Legal review (only if requested):

n/a

Elected official sponsor (if applicable):

Kari Hathorn

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON
FOR THE COUNTY OF CROOK

IN THE MATTER OF FORMALLY)
APPOINTING MEMBERS OF THE) ORDER NO. 2024-20
LOCAL PUBLIC SAFETY)
COORDINATING COUNCIL)
)

WHEREAS, ORS 423.560 requires that the board of county commissioners of a county shall convene a local public safety coordinating council (LPSCC); and

WHEREAS, the responsibilities of LPSCC include developing and recommending to the county board of commissioners a plan for the use of state resources to serve the local offender populations; developing and recommending to the board of commissioners a plan for the use of state and local resources to serve the needs of that part of the local offender population who are at least 15 years of age and less than 18 years of age, which plan must provide for coordination of community-wide services involving prevention, treatment, education, employment resources, and intervention strategies; and coordinating local criminal justice policy among affected criminal justice entities; and

WHEREAS, LPSCC must include members as set forth by ORS 423.560(1), of which a number of those members must be appointed by the board of county commissioners;

WHEREAS, LPSCC has a vacancy for the lay citizen member position, and the Board of Commissioners has carefully considered the applications submitted, and recommendations of LPSCC;

NOW, THEREFORE, the Crook County Court adopts the recitals above, and it is hereby ORDERED that the Crook County Board of Commissioners makes the following appointments to the Local Public Safety Coordinating Council:

1. Debra Patterson as a lay citizen.
2. Laurie Medina as a lay citizen.
3. The Director of Community Corrections.
4. Brian Barney as County Commissioner.
5. The juvenile department director.
6. The local public health director.
7. The local mental health director.
8. Terra Tyger as representative of victim's rights organization.

Seth Crawford
County Commissioner

Brian Barney
County Commissioner

Susan Hermreck
County Commissioner



Kari Hathorn
Crook County District Attorney

300 NE Third Street, Prineville, OR 97754
(541) 447-4158 / (541) 447-6978 (Fax)
www.co.crook.or.us/dista

March 20, 2024

Crook County Board of Commissioners
203 NE Court Street
Prineville, Oregon 97754

Re: LPSCC Citizen Member Appointment

Commissioner Crawford, Commissioner Hermreck and Commissioner Barney:

In 1995, Senate Bill 1145 required every county to convene a Local Public Safety Coordinating Council (LPSCC). While LPSCCs across the state engage in a variety of activities to improve system-wide communication and collaboration, their primary purpose is to:

- Coordinate local criminal justice policy and planning;
- Make recommendations to the county board of commissioners regarding the use of state and county resources to supervise local offenders;
- And since 2014, develop and approve their county's Justice Reinvestment Grant program.

LPSCC membership must include key local public safety system partners, including a police chief, the sheriff, the district attorney, a circuit court judge, a defense attorney, the director of community corrections, a county commissioner, the juvenile department director, the health department director, a mental health director, a community based non-profit victim services provider, at least one lay citizen, a city councilor or mayor, a city manager, a representative of the Oregon State Police, and a representative of the Oregon Youth Authority.

ORS 423.560 requires the board of county commissioners to appoint at least one lay citizen to the LPSCC board.

Currently the Crook County LPSCC board has a vacancy for the citizen member. Two applicants have submitted applications for the vacant position for a lay citizen member: Debra Patterson and Laurie Medina. I have submitted their applications for your review. The LPSCC board supports both community members.

Regards,

Kari Hathorn
District Attorney
LPSCC Chair

GENERAL APPLICATION TO SERVE ON A CROOK COUNTY COURT-APPOINTED BOARD OR COMMITTEE

Position applied for:

Local PUBLIC Safety Coord. Comm.

Name:

Debra Patterson

Address:



Phone Number:

Email:

Please list any relevant experience you may have that would make you effective in the position:

I was employed with the Crook Co. Juv. Dept for 44 years, & worked closely with LEA & other community partners. I participated in LPSCC while w/ the dept. & served as chair for 6 months.

Why do you wish to serve in this position?

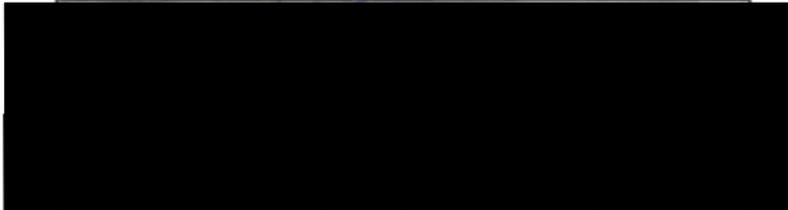
Even though I have retired from the County, I am still interested in my community & committed to doing what I can to promote public safety. Hopefully I can offer some helpful input from my experience.

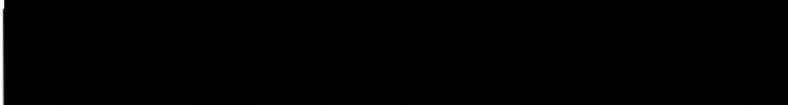
A letter of interest may be submitted in lieu of this form

GENERAL APPLICATION TO SERVE ON A CROOK COUNTY COURT-APPOINTED BOARD OR COMMITTEE

Position applied for: LPSCC / Citizen Position

Name: Laura (Laurie) Medina

Address: 

Phone Number: 

Email: 

Please list any relevant experience you may have that would make you effective in the position:

I worked for 5 years at Deschutes County Circuit Court so I have a good understanding of court procedure. I worked as a Legal Assistant with Bend Attorney Group for 10 years which gave me a deep understanding of criminal law as well as public safety. I am an active volunteer with Deschutes County Sheriff's office as well as currently attending Crook County Sheriff's office Citizen's Academy.

Why do you wish to serve in this position?

As a fairly new (7 months) resident of Prineville, I am retired and would love to be involved with the community. I feel like this particular position would be a good fit.



Agenda Item Request

Date:

March 27, 2024

Meeting dates desired:

April 3, 2024

Subject:

Consider approval of non-standard work scheduling policy

Background and policy implications:

The County's departments have varying service delivery requirements and schedules. As a result, work schedules vary from department to department as do work requirements across the organization from office to field work. Departments handled their scheduling to meet their needs, including the use of alternative schedules. Differences between departments were created as there was not a consistent County-wide policy to assist and guide department directors with decision-making for scheduling that was supported by leadership.

During the past several years, through various channels the County has received considerable feedback regarding non-standard work hours and scheduling. In response to the feedback, administration and human resources staff collaborated with department directors to create a framework for each position in the County for non-standard work scheduling alternatives. This effort addresses the changing needs of the County and its employees, improves our ability to compete for top candidates in a challenging recruiting environment and assists in retaining our employees. The framework is intended to be an on-going tool to assist management and employees with decision making around employee work schedules.

Budget/fiscal impacts:

This policy is anticipated to help reduce personnel costs due to reduced employee turnover.

Legal Review:

NA

Requested by:

Andy Parks, Contract County Administrator

Presenters:

Andy Parks, Contract County Administrator

Attachments

- *Policy*

Non-Standard Work Scheduling Policy

The County has received and considered feedback regarding non-standard work hours and scheduling. In response to that feedback, have collaborated with all department heads to create a framework for each position in the County for non-standard work scheduling alternatives. This effort is to address the changing needs of the County and its employees, improve our ability to compete for top candidates in a challenging recruiting environment and assist in retaining employees. The framework is intended to be an on-going tool to assist management and employees with decision making around employee work schedules.

Please note that the County realizes different departments have different needs regarding how, when, and where work is carried out. It is essential to remember that not all positions will qualify for non-standard work scheduling depending upon how, when, and where that work is performed. To re-emphasize, this program will only impact some positions in the County; many will remain in their current schedule.

Each employee seeking a non-traditional work schedule must communicate their request to their department head. If the department head and employee agree to a non-standard work schedule, the department head will coordinate with the Human Resources Director to ensure the approved schedule and program requirements are met and understood. A non-standard work schedule agreement will be created and signed by the employee, department head, and Human Resources Director with final approval by the County Administrator.

After the agreement is fully executed the Human Resources Department will ensure the terms of the agreement, including the schedule, is updated to the employees personnel records and time management and payroll systems. Any approved non-standard work schedule may be terminated at any time by the County with or without cause and with or without notice, including the entire program for all employees. Individuals participating in this program may be subject to additional requirements, such as a demonstration of work product, etc.

The use of non-standard work schedules must not reduce or alter services to public-facing departments. Public-facing departments must be open and adequately staffed to serve the public from 8:00 am to 5:00 pm Monday through Friday, including the lunch hour, and excluding holidays. The department head will ensure that their department is adequately staffed to abide by these hours unless written approval from the County Administrator has been provided for an exception.

The five work schedules are as follows:

- On-Site
- Flexible
- Compressed
- Remote
- Hybrid

Examples of each schedule type are provided below:

On-Site: Jobs that fall into the On-Site classification must be performed in person at a formally designated site or sites due to the nature of the work being completed. For example, a building inspector must inspect buildings on the building site, and it cannot be performed in a different location, such as the office or home office. Additionally, an equipment operator cannot work from a place other than the site where their project is located. The above examples do not comprise an all-inclusive list of on-site positions.

Flexible: A Flexible classification allows the department head to assign work to an employee outside of the standard schedule, i.e., rather than working 8:00 am to 5:00 pm, an employee may work 6:00 am to 2:00 pm or 12:00 pm to 9 pm or other such arrangements. The department head must still meet the department staffing requirements to maintain customer service to residents when considering a flexible schedule.

Compressed: A Compressed classification allows an employee to stack their hours into fewer days, i.e., working four, 10-hour shifts rather than the standard five 8-hour shifts, or a different combination of hours to equal full-time work in fewer days within the pay period. If a department has more than one employee who works four 10-hour shifts, the department head may schedule the workdays on a rotating basis, i.e., a Monday through Thursday or Tuesday through Friday schedule, or some other variation of days to maintain customer service requirements.

** All employees must abide by the required meal and rest break laws. An employee may not skip these breaks to shorten their day.*

Remote: A remote classification allows an employee to be supervised and perform all their work duties effectively from a location other than the office; this is most commonly achieved through a home office. If a remote classification is approved, the employee must demonstrate a formally designated work area free from interruptions, i.e., family members and pets, and maintain comparable to or better than the County office internet service to carry out their tasks without service disruptions.

**The County may require evidence of these requirements before approving this arrangement.*

Hybrid: A hybrid classification allows the employee to work remotely and onsite; a regular schedule of where an employee works and on which days must be designated; once approved, this will become the employee's standard work schedule.

** Department heads with participating staff must submit an employee schedule and keep documentation on the program's effectiveness over the pilot program period. This includes but is not limited to leadership and management challenges and effectiveness, team collaboration, and employee performance. The department head will provide periodic check-ins to the County Administrator and Human Resources Director, frequency TBD.*

Administration

Position	Onsite	Flexible	Hybrid	Compressed	Remote
Executive Assistant	x		x		
Administrative Assistant	x				
Natural Resources Policy Coordinator	x	x	x	x	

The Administration office is open to the public 8 am – 5 pm Monday through Friday.

Assessor

Position	Onsite	Flexible	Hybrid	Compressed	Remote
Appraiser II	x	x	x	x	
Assessment Tech	x	x	x	X	
Chief Deputy	X	x	x	x	
Chief Deputy Appraiser	x	x	x	X	
Senior Appraiser	x	x	x	x	

The Assessor’s office is open to the public 8 am – 5 pm Monday through Friday.

3 of 4 Appraisal staff work Monday through Thursday, 10-hour shifts (7 am - 5:30 pm) and the 4th works Tuesday through Friday (7 am - 5:30 pm).

Bowman Museum

Position	Onsite	Flexible	Hybrid	Compressed	Remote
Collection Assistant	X	X			
Collection Assistant	X	x	x	X	
Director	X	x	x		

The Bowman Museum is open to the public as follows:

Winter Hours:

10 am – 5 pm Tuesday through Friday

11am – 4pm Saturday and Sunday

Summer Hours:

10am – 5pm Monday through Friday

11am – 4pm Saturday and Sunday

Clerk

Position	Onsite	Flexible	Hybrid	Compressed	Remote
Chief Deputy Clerk	x	X			
Record Clerk Sr.	X	X			
County Clerk	x	X	x		

The Clerk's office is open to the public 8 am – 5 pm daily, rotating time off for lunch breaks during the day.

The Clerk's office is open to the public 7 am – 8 pm on Election Day, with only myself and my Election Deputy working the long hours, often at the office until closer to 9 or 9:30 pm because we must complete ballot tallies, etc.

Community Development

Position	Onsite	Flexible	Hybrid	Compressed	Remote
Assistant Building Official	X	X			
Building Inspector	X	X			
Building Inspector Sr.	X	X			
Building Official	X	X			
Code Compliance Officer	X	X		x	
Director	X	X	x		
Office Assistant	X	X			
Onsite Supervisor	X	X			
Operations Manager	X	X			
Permit Tech	X	X			
Permit Tech Sr	X	X			
Planner	X	X	x		
Planning Tech Sr	X	X			
Plans Examiner	X	X			
REHS Environmental Health	X	X			
Sanitarian	X	X	x	x	
Administrative Clerk	X	X			
Assistant Planner	X	x	x		

The Community Development office is open to the public 8 am – 4 pm Monday through Thursday and 8am – 12pm on Friday.

District Attorney

Position	Onsite	Flexible	Hybrid	Compressed	Remote
Chief Deputy DA	X	X	X	X	
Deputy District Attorneys	X	X	X	X	
GJ Assistant	X	X	X	X	
Legal Assistant I	X	X	X	X	
Legal Assistant II	X	X	X	X	
Office Manager	X	X	X	X	
Operations Manager	X	X	X	X	x
Support Enforcement Officer	X	X	X	X	
Victim Advocate	X	X	X	X	
Victim Advocate Supervisor	X	X	x	X	

The District Attorney's office is open 8 am – 5 pm Monday through Friday.

Extension

Position	Onsite	Flexible	Hybrid	Compressed	Remote
Manager	x	x	x		
Program Assistant	x	x	X		

The Extension office is open from 8 am to 5 pm, Monday through Friday.

We occasionally flex our time if we have a meeting in the evening or an event.

Facilities

Position	Onsite	Flexible	Hybrid	Compressed	Remote
Director	X	X	x	X	
Maintenance Tech	X	X		X	
Maintenance Tech II	X	x		x	
Administrative Assistant	x		x		

The Facilities office is open 8 am – 5 pm Monday through Friday.

Fairgrounds

Position	Onsite	Flexible	Hybrid	Compressed	Remote
Facilities Coordinator	X	X		X	
Maintenance Custodian	X	X		X	
Manager	X	X	X	X	
Office Assistant	x	x	x	x	

Fairgrounds Office: Winter 7-4 Summer 8-5

Employees:

Office Winter 7-4 Summer 8-5
 Shop Winter 6-4 Summer 6-5

Finance Department

Position	Onsite	Flexible	Hybrid	Compressed	Remote
Payroll & Benefits Administrator	X	X	X	X	
Accountant – Accounts Payable	X	X	X	X	
Budget Analyst	X	X	X	X	
Customer Accounts Tech	X	X	X	X	
Director	X	X	X	X	
Tax Collector	X	X	X	X	
Senior Accountant	X	X	X	X	
Accounting Manager	x	x	x	x	

The Finance Department is open 8am – 5pm Monday through Friday and we do not close for lunch.

A proposed flex schedule includes a 9/80 work schedule that consists of a total of eight nine-hour days, one eight-hour day, and one day off spread over a two-workweek period or two 4-hour workdays with two half days off. More specifically, a 9/80 work schedule has employees working 80 hours over nine days (hence the name: 9 days/80 hours) rather than the usual 10 days (assuming a five-day workweek).

Flex schedules would not apply during tax season as all employees are needed in the office 8-5 to process everything timely.

Health Department

Position	Onsite	Flexible	Hybrid	Compressed	Remote
Administrative Assistant	X	X	X	X	
Administrative Clerk	X	X	X	X	
Clinic Nurse	X	X	X	X	
CD Coordinator	X	X	X	X	
Clinical Admin Assistant	X	x	x	x	
Communicable Disease Specialist	X	X	X	x	
Community Outreach Specialist	X	X	X	x	
Director	X	X	X		
Health Strategist I	X	X	X	x	
Health Strategist II	X	X	X	x	
Health Strategist III	X	X	X	x	
Health Strategist III – Epidemiologist	X	X	X	x	x
Family Health Services Supervisor	X	X	X		
Modernization Manager	X	X	X		
Nurse Practitioner	X	X	X	x	
Office Manager	X	X	X		
Patient Accounts Tech	X	X	X	x	
Preparedness Coordinator	X	X	X	x	
Prevention & Health Lead	X	X	X	x	
RN – Public Health Nurse	X	X	X		
Deputy Director	X	X	X		
Clinic Supervisor	X	X	X		
Finance Manager	X	X	X		
WIC Certifier	X	X	X	x	
Environmental Health Specialist	x	x	x		

The Health Department is open 8 am – 5 pm Monday through Friday.

Veteran Services

Position	Onsite	Flexible	Hybrid	Compressed	Remote
VSO Assistant	X	X	X		
Veteran Service Officer	X	X	X		

The Veterans Services office is staffed 8am – 5pm Monday through Friday. Open to the public 8am – 12pm Monday through Friday.

Human Resources

Position	Onsite	Flexible	Hybrid	Compressed	Remote
Director	X	X	X		
Employee Resources Business Partners	X	X	X	X	
Generalist	X	X	X	X	

The Human Resources office is open to the public 8am – 5pm Monday through Friday.

IT/GIS

Position	Onsite	Flexible	Hybrid	Compressed	Remote
Tech	X	X	X	X	
Systems Administrator	X	X	X	X	
GIS Analyst	X	X	X	X	
Applications Manager	X	X	X	X	
CIO	X	X	X		
Business Analyst	X	X	X	X	

The Information Technology office is open 8am – 5pm Monday through Friday.

Juvenile

Position	Onsite	Flexible	Hybrid	Compressed	Remote
Counselor	X	X	x	X	
Director	X	X	X	X	
Level 7	X	X	X	X	
Office Manager	x	x	X	x	

Juvenile’s published open office hours to the public are 8 am to 5 pm Monday through Friday. Office staff is currently working 7 am to 5:30 pm, with half off on Monday and the other half off on Friday. The Director works regular shift hours of 8 am to 5 pm.

Landfill

Position	Onsite	Flexible	Hybrid	Compressed	Remote
Equipment Operator	X	X		X	
Field Operations Lead	X	X		x	
Operations Manager	X	X	x		
Scale Attendant	X	X			
Admin Assistant	x	x	x		

The Landfill is open to the public Monday – Saturday 8:00 a.m. – 4:00 p.m. Closed on holidays to the public.

The Landfill’s operating schedule is Monday – Saturday 8:00 a.m. – 4:30 p.m.

Staff’s set schedule is as follows:

Manager: Monday – Friday 8 a.m. – 4:30 p.m.

Landfill Lead / Mechanic: Monday – Friday 8 a.m. – 4:30 p.m.

Full time scale attendant: Monday – Friday 8a.m. – 4:30 p.m.

Part time scale attendant: Friday & Saturday 8 a.m. – 4:30 p.m. additional/other days and hours as needed with a limit if three days per week.

Operator 1: Monday – Friday – 8 a.m. – 4:30 p.m.

Operator 2: Tuesday – Saturday 8 a.m. – 4:30 p.m.

Operators 3, 4, and 5: Rotating shifts between Monday – Friday and Tuesday – Saturday 8 a.m. – 4:30 p.m.

The Landfill is open holidays to Republic Services except for Christmas Day and New Years Day. We have two employees working on those days.

We must have a minimum of two operators at the weekend.

Weather conditions may require staff to come in early to prepare scales and grounds. Other occasional timelines or projects require us to work additional hours as well.

Legal Counsel

Position	Onsite	Flexible	Hybrid	Compressed	Remote
Administrative Assistant	X	X	x	X	
Asst County Counsel	X	X	X	X	
County Counsel	x	x	X	x	

The Legal office is open to the public 8am – 5pm Monday through Friday.

Library

Position	Onsite	Flexible	Hybrid	Compressed	Remote
Adult Services Librarian	X	X	X	X	
Assistant Library Director	X	X	X	X	
Catalog Services Librarian	X	X	X	X	
Children’s Services	X	X	x	X	
Customer Services Specialist	x	x		x	
Director	X	x	x	X	
Library Aide	X	X		X	
Library Tech	X	X		X	
Operations Manager	x	X	x	x	

The Library is open Monday through Friday, 9 am – 7 pm and on Saturdays from 10 am – 4 pm. The Director works Tuesday – Friday, 8 am – 7 pm. Employee work schedules change depending on whether or not a person works until 7 pm or it is their turn to work on a Saturday.

Road Department

Position	Onsite	Flexible	Hybrid	Compressed	Remote
Administrative Clerk	X	x	x	X	
Driver/Operator	X			X	
Flagger	X			X	
Office Manager	X	X	x	X	
Road Superintendent	X	X	x	X	
Shop Mechanic	X	X		X	
Working Foreman	x	x		x	

The Road Department has currently nineteen employees on a Compressed, On-Site, Flexible classification schedule allowing all staff to work Monday through Thursday 6:30 am - 4:30 pm. Employees have the flexibility when instruction has been given from either the Road Foreman or the Road Superintendent to either adjust their hours depending on weather or emergent situations. At this point no employees are classified as Hybrid, or Remote.

Sheriff's Office

Position	Onsite	Flexible	Hybrid	Compressed	Remote
Chief Admin Deputy	X	x	x	x	
Corrections Deputy	X				
Tech Deputy	X	x		x	
Emergency Manager	X	x	x	X	
Jail Nurse	X	x		X	
Lieutenant	X	x		X	
Medical Assistant	X	x		X	
Office Deputy	X	x		x	
Patrol Deputy	X				
Parole/Probation Deputy	X				
Patrol Sargent	X				
Reserve Deputy	X				
SAR Coordinator	x	x		x	
Tech Deputy Evidence	X	x		X	
Transitions Deputy	X	X		X	
Under Sheriff	X	X	x	X	
Work Crew Coordinator	x	X		X	

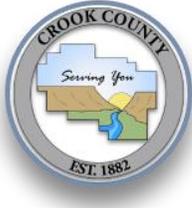
Sheriff's Office front office is open 8-5 Monday – Friday
 Parole and Probation front office is open 7-5 Monday – Friday

Weed Control

Position	Onsite	Flexible	Hybrid	Compressed	Remote
Weedmaster	x	x	x	x	

Weed Control operates 6:30am – 4:30pm Monday through Thursday.

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):

/

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):

Exhibit A

Revised Cost Estimate for Crook County Landfill Environmental Services
Professional Services Contract dated 5/16/18 - Exhibit D, revised for 2024 labor and laboratory prices

Item	Cost Estimate	PBS Phase & Task	2024 Quote
1a	DEQ Split Sampling Semi-annual sampling and reporting (Spring)	P1, T1	
1b	Semi-annual sampling and reporting (Spring)	P1, T1	\$6,820
2a	DEQ Split Sample GW and leachate sample analysis (Spring)	P1, T2	
2b	GW and Leachate Sample Analysis (Spring)	P1, T2	\$1,910
3	Annual sampling and reporting (Fall)	P2, T1	\$10,100
4a	Deq Split Sampling Event - GW sample analysis (Fall)	P2, T1	\$3,600
	Total GW Monitoring		\$22,430
	Analysis of dissolved trace metals (up to per sample) (Not Included in Estimate)	As Needed	\$175
5	Total LFG quarterly monitoring	P3	\$2,400
6	First Quarter SEM Event March 2024	P4	\$8,990
	Second Quarter SEM Event June 2024		\$8,990
	Third Quarter SEM Event September 2024		\$8,990
	Fourth Quarter SEM Event December 2024 and Annual Reporting		\$9,990
	Total SEM Monitoring		\$36,960
	Total Estimate for Year 2024 (Items 1b, 2b, 3, 4a, 5, 6)		\$61,790

Notes:

Spring Sampling Analysis: Assumes 3 GW samples + 1 Duplicate +1 Trip Blank for VOCs+ 2 leachate samples
Fall Sampling Analysis: Assumes DEQ Split Sampling for all parameters (Groups 1B thru 3) 3 GW samples + 1 Dup.



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):



Crook County

Mailing: 300 NE 3rd Street • Prineville, Oregon 97754
Physical: 203 NE Court Street • Prineville, Oregon 97754
Phone (541) 447-6555

April 3, 2024

Sunny Summers, Senior Policy Advisor
Oregon Department of Agriculture
635 Capitol Street, NE
Salem, OR 97301

RE: Central Oregon Crop Protection District

Ms. Summers,

This letter is in response to the Oregon Department of Agriculture's public meeting held at the Jefferson County Fairgrounds on March 19, 2024, concerning the Central Oregon Crop Protection District. On August 2, 2023, the Crook County Court submitted a letter to the Oregon Department of Agriculture through you. The letter was to support the farming community of Crook County and to support the request to remove Crook County from the Central Oregon Crop Protection District.

At the time of the letter, Crook County was under the impression that the Department was looking at multiple options for the future of the District. Those options included modifying District boundaries or doing away with the District completely.

During your presentation at the public meeting on March 19, 2024, you presented a new understanding by the Department. This new understanding included that under existing statutes (and those in effect at the creation of the District by ODA), there is no authority by ODA to create a District today like it was previously created. You stated that ODA's authority was only to control pests, insects, and diseases, not pollination issues. You also stated that, given the existing rules, it is exceedingly difficult, if not impossible, to enforce existing District rules.

As we pointed out in our letter dated August 2, 2023, the Crook County Court supported our farming community and their choice as to what crops they produce, given economic technology or current regulatory limitations. The current science from Oregon State University shows there are no conflicts with brassica crops or other crops. There are no insect or disease issues associated with the production of these crops, and the ODA has no authority to create a District like what exists today. The Crook County Board of Commissioners requests that ODA dissolve the Central Oregon Crop Protection District.

Upon the termination of this District by ODA, we support the facilitation of conversations with the Central Oregon farming community to assist them in developing assurances they need that reduce perceived conflicts from growing one type of crop next

to a different type of crop. This discussion and its outcomes need to be grower-led. The Crook County Board of Commissioners would appreciate it if this discussion were aided by ODA for any authorities they might have.

Thank you once again for letting us weigh in on this issue and for allowing us to express our support for the dissolution of this District. If you have any questions about our position, we would be happy to answer them.

Sincerely,

X

Seth Crawford
County Commissioner

X

Brian Barney
County Commissioner

X

Susan Hermreck
County Commissioner

AGENDA ITEM REQUEST



Date:

Meeting date desired:

Subject:

Background and policy implications:

Budget/fiscal impacts:

Requested by:

Presenters:

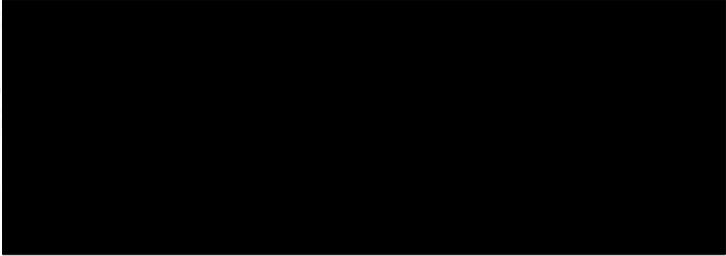
Legal review (only if requested):

Elected official sponsor (if applicable):

GENERAL APPLICATION TO SERVE ON A CROOK COUNTY COURT-APPOINTED BOARD OR COMMITTEE

Position applied for:

Name:

Address: 

Phone Number:

Email:

Please list any relevant experience you may have that would make you effective in the position:

I am a Crook County livestock and hay producer with a degree in Economics with a enfaces in Environmental Studies. I am a member of the Crook County Livestock association, Oregon Cattleman association and on the Crook County Nonlethal Wolf Depredation Subcommittee. I interact with wildlife biologist on the state, federal and local level. My ranch produces and shows 4-H Steers every year. We actively cut junipers for both fire supression and improve native habitat. I work routinely with certified agronomists on both irrigated and dry land crops.

Why do you wish to serve in this position?

I wish to serve this position because I am passionate in alot of programs the Extension Service has to offer. I feel I will beable to give great feed back to all the programs and give critical insight to budgetary matters.

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON
FOR THE COUNTY OF CROOK

**IN THE MATTER OF THE
APPOINTMENT TO THE
AG EXTENSION SERVICE DISTRICT
ADVISORY BOARD**

ORDER 2024-21

WHEREAS, volunteers are essential to the operation of the county government; and

WHEREAS, the Board of Commissioners has carefully considered the skills and talents of the applicants and the needs of the boards which has a vacancy requiring appointments, and based upon recommendation of Boards and Committees:

NOW, THEREFORE, it is hereby **ORDERED** that the Crook County Board of Commissioners makes the following appointment to the Ag Extension Service District Advisory Board:

Board	Appointee	Term	Oath required
Ag Extension Service District Advisory Board Position #1	Hunter Neuharth	3 Year Term Expiring: 12/31/27	Yes

DATED this 3rd day of April 2024.

Seth Crawford
County Commissioner

Brian Barney
County Commissioner

Susan Hermreck
County Commissioner



Agenda Item Request

Date:

March 27, 2024

Meeting dates desired:

April 3, 2024

Subject:

Consider appointment of citizens to the Compensation Committee

Background and policy implications:

ORS 204.112(1) states "Each county governing body shall appoint a county compensation board. A county compensation board shall consist of from three to five members, who are knowledgeable in personnel and compensation management."

Historically, the Board of Commissioners (BOC) appointed a three-member board, with each member serving a one-year term. The positions were advertised consistent with the County's policy and four applications were received, with one withdrawing. As requested by the BOC, human resources staff interviewed applicants and found all to have the prerequisite background and experience to serve on the committee.

As discussed with the BOC, I communicated with the three individuals to implement a three-year term, with the initial appointments of an individual to a one-, two- and three-year term. The attached Order sets forth the appointments to the compensation committee.

Budget/fiscal impacts:

None

Legal Review:

NA

Requested by:

Andy Parks, Contract County Administrator

Presenters:

Andy Parks, Contract County Administrator

Sarah Puerner, Executive Assistant/Communications Officer

Attachments

Order 2024-22

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON
FOR THE COUNTY OF CROOK

**IN THE MATTER OF THE
 APPOINTMENTS TO THE
 COMPENSATION COMMITTEE**

ORDER 2024-22

WHEREAS, volunteers are essential to the operation of the county government; and

WHEREAS, the Board of Commissioners has carefully considered the skills and talents of the applicants and the needs of the boards which has a vacancy requiring appointments, and based upon recommendation of Boards and Committees:

NOW, THEREFORE, it is hereby **ORDERED** that the Crook County Board of Commissioners makes the following appointments to the Compensation Committee:

Board	Appointee	Term	Oath required
Compensation Committee Position #1	Jo McCabe	1 Year Term Expiring: 12/31/24	No
Compensation Committee Position #2	William Anderson	2 Year Term Expiring: 12/31/25	No
Compensation Committee Position #3	Ronda Sneva	3 Year Term Expiring: 12/31/26	No

DATED this 3rd day of April 2024.

 Seth Crawford
 County Commissioner

 Brian Barney
 County Commissioner

 Susan Hermreck
 County Commissioner

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):



Crook County

Mailing: 300 NE 3rd Street • Prineville, Oregon 97754
Physical: 203 NE Court Street • Prineville, Oregon 97754
Phone (541) 447-6555

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF CROOK COUNTY, OREGON

A Proclamation Declaring April 2024 to be Child Abuse Prevention Month

PROCLAMATION

WHEREAS, there were over 5,000 reports of child abuse and neglect in Central Oregon last year resulting in over 2,500 founded cases of child abuse and neglect; and

WHEREAS, we all have a responsibility, as individuals, neighbors, community members and citizens of Central Oregon to help create healthy, safe, nurturing experiences for children; and

WHEREAS, safe and healthy childhoods help produce confident and successful adults; and

WHEREAS, child abuse and neglect often occur when people find themselves in stressful situations, without community resources, and don't know how to cope; and

WHEREAS, the majority of child abuse and neglect cases stem from situations and conditions that are preventable with the support of an engaged community; and

WHEREAS, child abuse and neglect can be reduced by making sure that families have the support and access to services they need to raise their children in a healthy environment; and

WHEREAS; child abuse and neglect not only directly harm children, but the trauma can also increase the likelihood of criminal behavior, substance abuse, health problems such as heart disease and obesity, and poor academic outcomes; and

WHEREAS; effective prevention programs succeed because of partnerships among agencies, schools, faith communities, philanthropic and civic organizations, law enforcement agencies, and the business community;

NOW, THEREFORE, BE IT RESOLVED that the Crook County Board of Commissioners does hereby proclaim April 2024 to be Child Abuse Prevention Month in Crook County and we urge all citizens to work together to make sure every family has the support they need and deserve to raise their children in a healthy environment.

DATED this 3rd day of April 2024 by the Crook County Board of Commissioners.

X

Seth Crawford
County Commissioner

X

Brian Barney
County Commissioner

X

Susan Hermreck
County Commissioner



Agenda Item Request

Date:

March 19, 2024

Meeting date desired:

March 27, 2024 – Work Session Discussion & April 3, 2024 Board of Commissioners Meeting

Subject:

Request to expend up to \$300,000 of Title III (Secure Rural Schools) Federal funds to upfit a Mobile Incident Command Post (MICP). Anticipated spending is \$270,000 but request includes \$30,000 for contingency to be returned to Title III Fund if not spent to account for supply chain changes.

Background and policy implications:

The Sheriff's Office received the donation of a Class A motor home from the OSU Crook County Extension that is already set up with workspaces, HVAC, power, water, CAT 5 & CAT 6 data cable with only 25,000 miles.

P.L. 115-141, section 302(a)(2) provides that Title III funds may be used to reimburse counties for search and rescue and other emergency response activities, including firefighting and law enforcement patrols, performed on national forests and the specified BLM lands in western Oregon and paid for by the county. Purchase of capital equipment such as a fire engine, or other emergency response equipment is specifically listed as eligible for reimbursement in proportion to the amount attributable to response on national forest or BLM lands. This vehicle would be attributed 100% to emergency response on public lands.

Budget/fiscal impacts:

Funds have already been appropriated for Title III spending in FY24 and this project is within the appropriated Title III funds. Anticipated spending of \$250,000 in FY24 would require a supplemental budget to move funds from currently budgeted Materials and Services to Capital Outlay.

Discussion of anticipated future costs and maintenance is also included in attached proposal.

Requested by:

Christina Haron, CPA, Crook County Finance Director

christina.haron@crookcountyor.gov

Presenters:

Mitch Madden, Lieutenant, Crook County Sheriff's Office

Legal review (only if requested):

NA



CROOK COUNTY SHERIFF'S OFFICE

SHERIFF JOHN GAUTNEY

Mobile Incident Command Post

Cost breakdown of estimated Title III funds - \$270,000

(rounded to nearest thousand)

- **Vehicle graphics wrap (estimated at \$15,000):**
 - Remove old OSU Extension graphics and replace with newly designed CCSO MICP graphics. Add touch-up paint to areas that cannot be wrapped.
 - The MICP was driven to Rip Q and Driving Force so employees could accurately estimate the cost of removal/installation of graphics.
 - **Quotes Received**
 - **Rip Q (Madras):** \$14,000
 - **Driving Force (Bend):** \$21,000
 - **Dana Signs (Redmond):** Correspondence has been sent to Dana Signs requesting quotes and have received no response.
- **Interior/Exterior equipment installation (estimated at \$50,000):**
 - Installation of interior divider wall, wall mounted bunks (overnight operations), consolidate work stations, power supply (solar, batteries, power inverters, power control station, etc.) I.T. equipment (computers, Starlink, radios, monitor screens, telecommunications).
 - Installation of exterior equipment, cook station, AC unit, window replacement, repeater antenna mast, radio antennas, emergency red/blue lights, off road LED, perimeter LED work lights, equipment shield on roof.
 - P&RS and Pro RV requested and were given an opportunity to walk through the MICP to understand the work to be performed/required.
 - **Quotes Received**
 - **Performance and Repair Specialties P&RS (Prineville):** \$53,000
 - **Pro RV Repair (Prineville):** \$ Pending
 - **Big Country RV (Bend):** Correspondence has been sent to Big Country RV requesting quotes and have received no response.
- **I.T. Equipment (estimated at \$205,000):**
 - CCSO currently contracts with the City of Prineville for I.T. services. Their I.T. department furnishes CCSO with I.T equipment such as computers, radios, cameras, and internet/data.
 - I.T personnel are up to date with technology trends and fully understand our equipment needs with the MICP. I.T. equipment will be purchased/coordinated by I.T. Manager James Wilson. The City of Prineville complies with procurement requirements per their policies.
 - **Scope and Cost Estimate**
 - \$227,935 – Significant savings expected due to overlap with P&RS quote

308 NE Second Street, Prineville, Oregon 97754

Phone (541) 447-6398 | Fax (541) 416-0353 | Website <http://sheriff.co.crook.or.us/>



CROOK COUNTY SHERIFF'S OFFICE

SHERIFF JOHN GAUTNEY

Mobile Incident Command Post (MICP)





CROOK COUNTY SHERIFF'S OFFICE

SHERIFF JOHN GAUTNEY

PROPOSAL

Date: February 9, 2024

To: County Judge Seth Crawford, Commissioner Brian Barney, Commissioner Susan Hermreck

From: Lieutenant Mitch Madden

Subject: Request for Title III money for Mobile Incident Command Post (MICP)

Cc: Sheriff John Gautney, Undersheriff Bill Elliott, Emergency Manager Andy Pearson, Crook County Finance Director Christina Haron

DESCRIPTION:

The Crook County Sheriff's Office is an organization dedicated to providing the highest quality of emergency services to our community. Our organization believes in embracing change and adopting innovative ideas that will help improve our effectiveness in the community. To ensure we uphold our mission statement and values and maintain our unwavering commitment to the community, the Crook County Sheriff's Office needs a Mobile Incident Command Post (MICP).

The MICP will enhance our response capabilities specifically to search and rescue missions, wildfires, flooding, other natural disasters, and medical emergencies and effectively provide a vital resource to mitigate the risk of human injury/death or damage to property on authorized federal land.

The MICP would be primarily assigned to the Emergency Management Division of the Crook County Sheriff's Office, being made available to Search and Rescue and the Patrol Division for the coordinated response to the above-listed circumstances.

The Crook County Sheriff's Office provides emergency services to an area of 2,991 square miles with approximately 1,500 square miles of public/federal land (Ochoco National Forest)/BLM protected land). Within the county's jurisdiction, there are hundreds of miles of Forest Service and/or BLM roads, campgrounds, trailheads, OHV trails, mining claims, lakes, and rivers, all of which attract visitors/hunters numbering in the tens of thousands each year.

The Crook County Sheriff's Office is responsible for the operation of Search and Rescue (CCSOSAR) as required by the Oregon Revised Statute and falls under the Emergency Management Division. CCSOSAR is a 501C3 organization and currently has 55 SAR volunteers with no paid/employed members.



CROOK COUNTY SHERIFF'S OFFICE

SHERIFF JOHN GAUTNEY

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CROOK COUNTY SHERIFF'S OFFICE

SHERIFF JOHN GAUTNEY

EXECUTIVE SUMMARY:

The Crook County Sheriff's Office recognizes that the efficacy of emergency response efforts hinges upon swift and coordinated actions. A Mobile Incident Command Post emerges as a pivotal asset in navigating the complexity of an incident especially in remote (Federal) areas of Crook County. By seamlessly integrating advanced technology, logistical support, and communication capabilities, it not only facilitates rapid deployment and coordination of resources, but also enhances situational awareness and decision-making prowess.

The Crook County Sheriff's Office and Emergency Management follow the Federal Emergency Management Agency (FEMA) National Incident Management System (NIMS) protocol. An essential function of NIMS is the establishment of an [mobile] Incident Command Post which is one of four NIMS Command and Coordination structures.

The MICP will operate under the FEMA NIMS/ICS guidelines for emergency services and will also allow command personnel and staff to have a safe and secure location to rally/recuperate during a large-scale event.

Objective #1: (Develop a Comprehensive IT/Communication System)

- Implement a mobile incident command post equipped with state-of-the-art communication technology.
- Ensure seamless communication between emergency response teams (Search and Rescue/Patrol), government agencies, and relevant stakeholders during crisis situations.
- Utilize satellite communication, mobile networks, and other advanced technologies to establish reliable communication channels.

Objective #2: (Enhance Coordination and Response Capabilities)

- Facilitate real-time data sharing and collaboration among response teams, Command, and involved agencies.
- Utilize GIS mapping and tracking systems to monitor incidents and allocate resources effectively.
- Quickly address threats & hazards.
- Coordinate plans and determine current and future needs of the operation.
- Provide training and support to personnel to maximize the effectiveness of the Mobile Incident Command Post in emergency situations on Federal Lands.



CROOK COUNTY SHERIFF'S OFFICE

SHERIFF JOHN GAUTNEY

AGING EQUIPMENT:

The Crook County Sheriff's Office has outgrown our Incident Command trailer, which is a converted bumper pull cargo trailer. The Incident Command trailer falls short in many critical areas of an ICS incident, which have drastically evolved since the inception of the Command trailer in 2005.

The Incident Command Trailer has been used countless times during emergencies in the National Forest and BLM Land specific to Search and Rescue missions, wildfires, and other natural disasters.

There are two drawbacks to the Incident Command Trailer. First, the trailer can only be towed by a ¾ ton or 1-ton truck. Currently, Search and Rescue only has one ¾ ton truck, that is capable of towing, which is used to tow the snowmobile and ATV trailer. Towing either the ATV trailer or snowmobile trailer prevents CCSOSAR from deploying the Incident Command Trailer. Second, the Incident Command Trailer does not provide essential amenities that are critical during an incident such as a standalone power generator, bathroom, sink, fresh water, cooking capabilities, and sleeping quarters.

The current Incident Command Trailer contains communication/IT equipment that is beyond service life. The trailer itself is also showing signs of deterioration after years of use; floor tiles are dislodging from the floor, cabinets are broken, the outside sunshade is inoperable, roof/roof vents leak, stabilization jacks no longer ascend or retract, and rodents have infested it.

Separate from the Incident Command Trailer is the Mobile Communications vehicle (Comms Van). This vehicle is a converted 1980's ambulance from Crook County Fire & Rescue and has served as a vital role in emergency communications for decades. Unfortunately, due to major mechanical issues, this vehicle is no longer serviceable and remains "offline".

The new Mobile Incident Command Post would combine the capabilities of the Incident Command trailer and the Comms Van together under one roof.





CROOK COUNTY SHERIFF'S OFFICE

SHERIFF JOHN GAUTNEY

DEMONSTRATED NEED:

As previously discussed in this proposal, the Crook County Sheriff's Office is responsible for emergency response to incidents on Federal Lands. Many times, our response is also in coordination with Crook County Fire & Rescue as the Federal Lands (USFS and BLM) are within the Crook County Fire & Rescue Ambulance Service Area (ASA).

CCSO's response to emergencies in these areas, or even other areas of the county, range from minor to major incidents with multiple agencies within Crook County responding. CCSO has also responded to Search and Rescue missions outside of Crook County to assist other agencies such as the Wheeler County Sheriff's Office, Jefferson County Sheriff's Office, and the Grant County Sheriff's Office.

On average, between eight and fifteen Search and Rescue volunteers respond to a Search and Rescue incident (Rescue, Fire, or other natural disaster) along with two or three CCSO patrol deputies.

With the large number of personnel and equipment responding to an incident, it is imperative that the resources report to one central location i.e. a Mobile Incident Command Post.

In 2023, CCSOSAR responded to 38 Search and Rescue missions, of which 29 occurred on Federally controlled land/water. The Search and Rescue missions consisted of overdue/stuck motorist typically with more than one adult sometimes accompanied by a child, lost/injured recreationalist (hunter, ATV, hiker), suicidal/overdose in need of rescuing, one drowning at Prineville Reservoir (Bureau of Reclamation) and three wildfire evacuations.

Additional 2023 CCSOSAR statistics:

- **2,258 hours responders expended.**
- **53 rescued adults**
- **9 rescued children**
- **18 rescued animals**
- **10 SOS cell calls/GPS fixes.**

CCSO responded to several wildfires on USFS and BLM land in 2022 and 2023. The fires required the response of CCSO patrol deputies and CCSOSAR for evacuation purposes.

The 2022 Cowboy Fire in Juniper Canyon (BLM protected land) is a great example of how a Unified Command is needed from both a fire perspective, but also a law enforcement/search and rescue perspective. The fire expanded quickly from BLM land onto private land. CCSO was tasked with coordinating evacuations due to the Level 3 (GO NOW) order given. This fire



CROOK COUNTY SHERIFF'S OFFICE

SHERIFF JOHN GAUTNEY

required additional overnight support as the fire flared back up due to humidity, fuels, wind, and hot temperatures.

In 2023, CCSO responded to the Johnson Creek Fire which encompassed USFS, ODF, and BLM fire resources. During this fire, CCSOSAR was deployed to make Level 1 (BE READY) notifications to home/property owners surrounded by USFS land. This was a coordinated effort via a Unified Command between fire, law enforcement, and search and rescue personnel. This fire was also an overnight operation due to the continued push/burning of the fire.

CCSO also responded to a separate wildfire in the McKay Creek area (USFS land). Deputies and search and rescue responded to this fire and gave Level 1 (BE READY) notifications to campers in the area. This too was an overnight operation.

The Ochoco National Forest is becoming a nationally known destination for recreational enthusiasts with large events becoming more popular.

There have been many other instances where large scale events occurred on or around USFS land in the Ochoco National Forest. In 2017, the eight-day eclipse-Symbiosis event occurred at Big Summit Prairie. While this event was held on private land within the Ochoco National Forest, there was a tremendous amount of spill over from that event that occurred on National Forest Service land.

The drastic increase in population (estimated to 80-100,000 people) at Big Summit Prairie was an immediate shock to local resources, despite additional resources brought in specifically for this event. I was tasked with patrolling the event during dayshift and I must say that we were completely understaffed.

The Sheriff's Office deputies were assigned to work 12-hour day and graveyard shifts at Big Summit Prairie, which ended up being closer to 14-16 hour shifts each day. Deputies responded to harassments, assaults, sex crimes, drug overdoses, missing persons, suicidal persons, aggravated thefts (theft where monetary value exceeds \$10,000).

One of the frustrating pieces of this event was not having a location for law enforcement to go and escape the people, heat, dust, and smoke during this event. A Mobile Incident Command Post would have been CRUCIAL to our coordinated efforts for response, and a morale boost for staff during this event.

Big Summit Prairie also sees the yearly Oregon Star Party which attracts hundreds of people each year. While this event has not yet proven to be a problem, there is still the possibility of a large-scale incident coming from this event.



CROOK COUNTY SHERIFF'S OFFICE

SHERIFF JOHN GAUTNEY

Chief Matt Smith-Crook County Fire & Rescue also recognizes the benefits and need of a MICP:

“A Mobile Incident Command Post with restrooms, the ability to rest staff and a robust communication system will be a game changer when managing incident(s) in Crook County. I can think of many times in my career that a Mobile Incident Command Post resource like this would have been utilized at its full potential.

The efficient communications and logistical support that a Mobile Incident Command Post will bring to an incident will allow emergency crews to focus on the problem and will help bring it under control quickly and with fewer personnel.

Emergencies on the federal lands of Crook County happen regularly. Many times, these emergencies are complicated and require a high degree of coordination between local, state, and federal resources. They are mostly located in areas with limited communications and a long way to bring logistical support.

A Mobile Incident Command Post will bring the ability to set up communications for emergency crews in the field while bringing everything needed to support those crews both during the initial operational period and for large scale incidents, support them over a number of days.”

Currently, there is no regional MICP available to CCSO that could use during an incident. CCSO has applied for SPIRE grants through the Oregon Department of Emergency Management but has been unsuccessful in obtaining a grant to implement an MICP. The closest “regional” MICP that is set-up for our needs is in Klamath County. If CCSO is granted the Title III fund, CCSO would also be available for mutual aid assistance to other neighboring counties such as Wheeler, Jefferson, Grant, and Harney Counties.





CROOK COUNTY SHERIFF'S OFFICE

SHERIFF JOHN GAUTNEY

BENEFITS:

The MICP will bolster the resilience and effectiveness of emergency response operations, ensuring the safety and well-being of both responders and those in need in the below listed areas:

1. **Mobility:** It can be quickly deployed to different locations within Crook County, allowing for rapid response to emergencies across various terrains and environments on Federal Lands.
2. **Communication:** Equipped with advanced communication technology, it enables seamless coordination between rescue teams, agencies, and command centers.
3. **Real-time data access:** Provides access to real-time data and information, such as maps, weather updates, and situational awareness, aiding in decision-making and resource allocation.
4. **Media and Citizen updates:** Would be able to immediately disseminate safety information out to media resources or citizens directly as information changes. Increases or decreases in evacuation levels could be released directly from on-scene personnel at the MICP.
5. **Command and Control:** Serves as a centralized command hub where key personnel can oversee and coordinate rescue efforts efficiently.
6. **Resource Management:** Helps in managing and deploying resources effectively, including personnel, vehicles, equipment, and supplies.
7. **On-site support:** Offers a base of operations for personnel involved in search and rescue missions, fire evacuations, or other large-scale incidents on Federal Land by providing shelter, workspace, and essential amenities.
8. **Versatility:** Can be customized and adapted to various emergency scenarios, enhancing overall effectiveness and responsiveness.





CROOK COUNTY SHERIFF'S OFFICE

SHERIFF JOHN GAUTNEY

COST SUMMARY:

CCSO aims to install a robust IT infrastructure within the MICP, featuring workstations, software solutions to support data analysis, mapping, and decision-making during emergency operations. The MICP will also be equipped with advanced communications systems, satellite connectivity, and integrated technology to facilitate real-time information exchange.

1. MICP vehicle:

- a. The Crook County Sheriff's Office has procured a Class A motor home from the OSU Crook County Extension. The motor home is already set up with workspaces, freshwater tank/sink, black tank, HVAC, and power. This vehicle already has CAT 5 & CAT 6 networking data cable ran throughout the MICP, thus saving additional costs. The odometer also shows approximately 25,000 miles, which for the year of this vehicle is low.

2. Vehicle modifications:

- a. The inside structure of the MICP will need to be modified to fit our agency's needs.
 - i. One dividing wall/door for two separate working areas. One room will be a Command/Conference room for sensitive briefings. This room will also have fold down/wall mounted bunks for overnight operations.
 - ii. Installation of small bathroom as the existing bathroom was removed.
 - iii. CCSO will re-finish the exterior of the motorhome with CCSO decals.
 - iv. **This work can be completed with local businesses in Crook County.**

3. Star link in motion:

- a. Star link in motion will provide the MICP with the capability of having cellular/WIFI capabilities in remote areas (Federal Lands) with little to no cellular/internet capabilities. Thus, providing a link for the Incident Commander to communicate with outside community partners who are not on scene during an incident.
- b. Star link will allow CCSO Drone pilots to operate Drone Sense during Search and Rescue missions. Drone Sense also allows CCSO Command Staff to view a Search and Rescue mission in real time enhancing coordination efforts.

4. Communications:

- a. The MICP will be equipped with Motorola APX 8500 radios, HAM radios, IP throw phone, and mobile hot spots, ensuring seamless connectivity for communications during an incident for law enforcement, fire, and Search and Rescue volunteers.



CROOK COUNTY SHERIFF'S OFFICE

SHERIFF JOHN GAUTNEY

- b. The MICP will also be equipped to activate as a standalone radio repeater with a telescoping mast.
- 5. Mobile Dispatch:**
- a. The MICP will also provide the capability to be a mobile dispatch center during a large-scale incident. The small dispatch console in the MICP will allow a diversion of an increased workload from the Crook County 9-1-1 dispatch center during a large-scale incident.
- 6. Emergency Equipment and Supplies:**
- a. The MICP will be stocked with essential emergency equipment, including medical supplies, first aid kits, and resources for shelter and support services during an incident.
- 7. IT equipment installation:**
- a. The Crook County Sheriff's Office currently contracts IT services with the City of Prineville. CCSO will elicit the expertise of IT for the professional installation of IT equipment and security. Discussions with IT Manager James Wilson regarding the MICP have already developed at the time of this proposal. Computer-I.T equipment has a life expectancy of 5-7 years with communications equipment being 10-12 years. CCSO will cover the replacement of the equipment in the future through Crook County 9-1-1/City of Prineville I.T.



The overall cost to outfit the MICP to a “deployable” status to include interior/exterior structural modifications, emergency lighting, power, graphics wrap, and I.T. equipment is \$270,000.

Research was conducted through the State of Oregon, specifically government auction websites for vehicles already set up as a Mobile Incident Command Post. There were no vehicles up for auction that would fit our needs. It should also be noted that vehicles up for government auction are high-mileage vehicles that tend to have significant drive-train issues and are otherwise unsafe.



CROOK COUNTY SHERIFF'S OFFICE

SHERIFF JOHN GAUTNEY

FUNDING RESOURCE:

Title III-County Projects:

The Secure Rural Schools program provides critical funding for schools, roads, and other municipal services to more than 700 counties across the United States and Puerto Rico.

The Forest Service was established in 1905 with 56 million acres of land. By 1910, the amount of National Forest Service land tripled to 172 million acres. Today, the agency manages approximately 196 million acres. Congress ratified the Act of May 23, 1908, as a measure to support rural counties whose tax base was limited by the growing amount of Federal land. A portion of Forest Service funds generated through multi-use activities, such as grazing, timber production, and special use permits, are distributed to eligible counties to help maintain local roads and schools.

By the year 2000, after decades of declining agency revenues, Congress passed the Secure Rural Schools and Community Self Determination Act to help stabilize the funds available to rural counties.

Payments are divided into three distinct categories, or Titles: Title I for roads and schools, Title II for projects on Federal lands, and Title III for county projects. – USDA Forest Service (Secure Rural Schools Program).

Funds received under Title III are used to:

1. Carry out activities under the Firewise Communities program.
2. Reimburse the participating county for search and rescue and other emergency services, including firefighting and law enforcement patrols.
3. Cover training costs and equipment purchases directly related to the emergency service.
4. Develop and carry out community wildfire protection plans.
5. Provide or expand access to broadband telecommunications services.

Question: What search and rescue and other emergency services, including firefighting and law enforcement, may be reimbursed using Title III funds?

Answer: Under P.L. 115-141, section 302(a)(2) provides that Title III funds may be used to reimburse counties for search and rescue and other emergency response activities, including firefighting and law enforcement patrols, performed on national forests and the specified BLM lands in western Oregon and paid for by the county. Specifically, the following expenses paid for



CROOK COUNTY SHERIFF'S OFFICE

SHERIFF JOHN GAUTNEY

by the county may be reimbursed in proportion to the amount attributable to these emergency response services performed on a national forest or the specified BLM lands:

- Salary or wages of emergency response personnel deployed during an emergency response.
- Replacement of equipment, material and supplies expended, damaged, or destroyed during an emergency response.
- Repair of equipment damaged during an emergency response.
- Maintenance of vehicles, equipment, and facilities during an emergency response.
- Purchase of capital equipment such as the purchase of a fire engine, a search-and-rescue snowmobile, or other emergency response equipment.
- Expenses of training personnel to respond to emergencies on national forests.
- Expenses of equipment and supplies to be kept on hand for response to emergencies on national forests.
- Expenses of non-disposable personal protective equipment and electronic aids such as GPS devices in anticipation of responding to emergencies.
- Purchase of equipment for 911 emergency systems.

Question: What are examples of search and rescue and other emergency services expenses that may not be reimbursed?

Answer:

- Expenses for capital improvements such as construction of a fire station or emergency services dispatch center.
- Purchase of land (real estate) such as for a fire station or an airport to be used primarily for fire suppression on national forest and other nearby forested lands.
- Maintenance or upgrade of an airport, dispatch center or other facility used primarily for emergency services.
- Repair or reconstruction of a road after a storm event.
- Salary or wages of fire patrols or emergency response personnel during routine duties and scheduled patrols.
- Maintenance or operating costs of fire patrol and emergency response equipment during routine duties and scheduled patrols.
- Development or maintenance of a 911 emergency system, unless carried out under a community wildfire protection plan.



CROOK COUNTY SHERIFF'S OFFICE

SHERIFF JOHN GAUTNEY

Question: What are examples of emergency services?

Answer: The Secure Rural Schools Act specifically cites search and rescue and firefighting as examples of emergency services. Other examples include responding to flooding, tsunamis, landslides, avalanches, tornadoes or other high-wind events, and medical emergencies to provide first-aid or to prevent risk of human injury or death or damage to property. The response must take place during or immediately following the emergency event.

Title III funds may be used to reimburse a participating county for emergency services carried out on Federal land in response to the COVID-19 National Emergency.

Routine sheriff's patrols of national forest roads and campgrounds, clean-up after a flood event, "mop-up" after a wildfire is contained and similar follow-up actions not carried out during or immediately following the emergency event are not emergency services as envisioned in the Secure Rural Schools Act.

- USDA Forest Service (Secure Rural Schools Program) website.





CROOK COUNTY SHERIFF'S OFFICE

SHERIFF JOHN GAUTNEY

MICP MANAGEMENT:

MICP training, maintenance, and development are critical components in ensuring effective emergency response operations. Training personnel on the operation and utilization of the MICP is essential to maximize its efficiency during emergencies. Regular maintenance checks, including equipment inspections and software updates, are necessary to keep the MICP in optimal working condition.

Deployment procedures will be well-defined and practiced ensuring swift and efficient setup during emergencies, allowing for seamless coordination and communication among response teams. Practical training, meticulous maintenance, and strategic deployment of the MICP contribute significantly to enhancing overall emergency response capabilities.

The ongoing maintenance checks, including equipment inspections, will be the primary responsibility of the Emergency Manager and Patrol Lieutenant. The MICP will be parked/housed at the Crook County Sheriff's Office Emergency Operations Center. Ongoing maintenance consists of but is not limited to, oil, lube, coolant, winterization, and miscellaneous office supplies that should cost approximately \$2,000/year. The Crook County Sheriff's Office will cover this cost.

Crook County Sheriff's Office

Mobile Incident Command Post

Lieutenant Mitch Madden



*“Honor * Service * Justice”*

“ABOVE ALL INTEGRITY”



MICP Plan

A robust plan surrounded by adaptability

Cost Summary

- MICP vehicle:
 - CCSO has procured a Class A motor home from the OSU Crook County Extension.
 - Already outfitted with CAT 5 & CAT 6 networking data cable.
 - Odometer: 25,000 miles.
 - Work spaces, freshwater tank, black tank, HVAC, & power.



Cost Summary cont.

- Vehicle modifications
 - Interior modifications to fit current and future agency needs.
 - Two separate working areas divided by wall.
 - Fold down bunks for overnight operations.
 - Antenna mast
 - Emergency lights/off road lights/scene lighting.
 - Can be completed by local businesses in Prineville.

Cost Summary cont.

- I.T. Infrastructure
 - **Starlink in motion**
 - Ability to function as a command hub with WIFI capabilities in remote-geographic locations with little to no cellular service.
 - Drone sense capabilities.
 - **Radio communications**
 - Motorola APX, HAM radios, mobile repeater.
 - **Mobile Dispatch**
 - Mobile dispatch center during large-scale incidents/events. Diversion of increased workload from Crook County 9-1-1.
 - **I.T shelf life**
 - Computer/monitor life expectancy: 5-7 years
 - Radio communications life expectancy: 10-12 years

Quotes

*Interior/Exterior construction, Graphics wrap, I.T. Equipment
Adjustments/prioritization subject to change quotes*

Performance & Repair Specialties

- Located in Prineville.
- Specializes in off-road vehicle equipment, wiring, diagnostics, and custom fabrication.
- Experience with RV installations.
- Currently outfitting CCSO patrol vehicles.
- Capable of outfitting MICP to CCSO's desired needs.
- Visually inspected bus
- \$53,000.00

Rip Q Graphics

- Located in Madras.
- Experience with vehicle graphics on emergency vehicles.
- The business has capability to work on MICP graphics in their in-house large vehicle bay.
- Removal and installation of graphics; \$14,000.00

City of Prineville I.T

- Currently contracted by CCSO for I.T services.
- Provides MDT, radio, in-car dash camera systems.
- Maintains/upgrades Crook County VHF & 7/800 mhz radio system.
- Over 30 years of experience in I.T field.
- Will be crucial for future I.T upgrades in the MICP.
- Estimated I.T equipment cost: \$228,000

Questions ?

Crook County Sheriff's Office

Mobile Incident Command Post

Lieutenant Mitch Madden



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Patrol & Emergency Services

- CCSO patrol is the first-in response agency to prevent human injury/death or damage to property to include Federal lands.
- CCSO SAR:
 - Required by ORS
 - Emergency Management Division
 - 501C3 Volunteer organization
 - 55 SAR volunteers
 - Vast majority of SAR call-outs occur on Federal lands



Patrol & Emergency Services cont.

- In 2023, CCSO SAR responded to 38 separate missions with 29 search and rescue missions on federally controlled land.
 - Missions consisted of overdue/stuck motorists, lost/injured recreationalist, suicidal/overdose, drowning, and wildfire evacuations.
- Average of 15 SAR volunteers and two patrol deputies respond to SAR missions.
 - 2,258 hours responders expended
 - 53 rescued adults
 - 9 rescued children
 - 18 rescued animals
 - 10 SOS cell calls/GPS fixes

Patrol & Emergency Services cont.

- Wildfires
 - CCSO patrol and CCSO SAR responded to several wildfires in 2022 and 2023 that required evacuation notifications (LEVEL 1, 2, AND 3). Law Enforcement/Fire overnight operation
 - 2022 Cowboy Fire (BLM land in Juniper Canyon)
 - Level 3 evacuation order given
 - 2023 Johnson Creek Fire
 - Level 1 notification given to Mill Creek residents
 - 2023 McKay Creek Fire
 - Level 2 evacuation to area campgrounds



Patrol & Emergency Services cont.

- Major events
 - 2017 Symbiosis-Eclipse event
 - 8 days at Big Summit Prairie (private land) spill over onto Federally controlled land
 - Increased population of 100,000 at Big Summit Prairie
 - Incidents; harassment/assault, sex crimes, drug overdoses, missing person, suicidal person, aggravated thefts.
 - 4 deputy patrols day and night 14-16 hour shifts due to call volume
 - No where for law enforcement to go to escape heat, dust, and smoke.
 - Oregon Star Party
 - Attracts hundreds of people each year
 - Event has not been a problem, but high likelihood of large-scale incident.

Lack of Preparedness

- Current CCSO Incident Command trailer
 - Converted 2005 cargo trailer
 - Requires at least a ¾ ton truck to tow (SAR has one)
 - Flooring, roof vent, cabinets have greatly deteriorated
 - Aging communication equipment/equipment no longer serviceable.
 - Cannot properly manage/sustain a multi-hour/multi-day operation



Lack of Preparedness cont.

- SAR Communications vehicle
 - Converted 1980's Ambulance
 - Served as vital role in emergency communications for SAR & HAM for decades
 - Major mechanical issues and is no longer serviceable. Has remained parked "offline" for about 4 years



MICP

Moving us forward into the future

Into the future

The MICP will enhance our response capabilities specifically to search and rescue missions, wildfires, flooding, medical emergencies and effectively provide a vital resource to mitigate the risk of human injury/death or damage to property on authorized federal lands.



Mobile Incident Command Post

- Objective 1:
 - **Develop a Comprehensive IT/Communications System**
 - Implement MICP equipped with state-of-the-art communications technology.
 - Develop seamless communication between government agencies, emergency response teams, and other stakeholders.
 - Utilize satellite communication, mobile networks, and other advanced technologies to establish reliable communication channels.

Mobile Incident Command Post

- Objective 2
 - Enhance Coordination and Response Capabilities
 - Provide training and support to maximize the effectiveness of the MICP.
 - Facilitate real-time data sharing and collaboration among response teams, command, and involved agencies.
 - Quickly address threats & hazards.
 - Determine current and future needs to the operation.
 - Develop a self-contained vehicle to sustain a multi-day operation where staff can rally and recuperate.

Benefits

- Mobility
 - Quick deployment across various terrains.
- Communication
 - Seamless coordination between rescue teams.
- Real-time Data access
 - Situational awareness aiding in decision-making.
- Media/Citizen updates
 - Disseminate information quickly and efficiently.
- Command & Control
 - Command hub/Coordination of rescue efforts.
- Resource Management
 - Effectively deploy resources.
- On-site support
 - On-site shelter, workspace, essential amenities.
- Versatility
 - Customized and adapted to various emergencies.



MICP Plan

A robust plan surrounded by adaptability

Cost Summary

- MICP vehicle:
 - CCSO has procured a Class A motor home from the OSU Crook County Extension.
 - Already outfitted with CAT 5 & CAT 6 networking data cable.
 - Odometer: 25,000 miles.
 - Work spaces, freshwater tank, black tank, HVAC, & power.



Cost Summary cont.

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- Over 30 years of experience in I.T field.
- Will be crucial for future I.T upgrades in the MICP.
- Estimated I.T equipment cost: \$228,000

Questions ?

**PUBLIC NOTICE
NOTICE OF PUBLIC COMMENT PERIOD**

Crook County hereby gives notice that it intends to expend funds in accordance with Title III of P.L. 106-393, Secure Rural Schools and Self Determination Act, as required under Section 302 (5)(b) of the same reauthorized in 2014.

The county intends to expend up to \$300,000 in federal funds for the purpose of upfit for a Mobile Incident Command Post (MICP) using the Class A Motor Home already owned by the Crook County Sheriff's Office.

A Mobile Incident Command Post emerges as a pivotal asset in navigating the complexity of an incident especially in remote (Federal) areas of Crook County. By seamlessly integrating advanced technology, logistical support, and communication capabilities, it not only facilitates rapid deployment and coordination of resources, but also enhances situational awareness and decision-making prowess.

The MICP will enhance emergency response capabilities specifically to search and rescue missions, wildfires, flooding, other natural disasters, and medical emergencies and effectively provide a vital resource to mitigate the risk of human injury/death or damage to property on authorized federal land.

The MICP would be primarily assigned to the Emergency Management Division of the Crook County Sheriff's Office, being made available to Search and Rescue and the Patrol Division for the coordinated response to the above-listed circumstances with other agencies including Crook County Fire and Rescue and Wildland Fire crews.

Public comments regarding this project are requested and may be submitted in writing to County Commissioner Board Chair Seth Crawford, 300 NE Third St., Prineville, OR 97754 by Friday, May 24, 2024, at 5pm Pacific Time.

Crook County Agenda Item Request

Date: 3/6/2024

Meeting Date Desired: 4/3/2024

Subject: Request for funding- Crook County Kids Club

Describe in one-two sentences what the subject and or request is.

Crook County Kids Club (Kids Club) is a non-profit after-school and out of school program that serves 200+ families in Crook County, allowing school aged kids to be supervised and engaged while adults finish their work day. Kids Club is requesting \$7,000 from Crook County for unrestricted use. Funding would be used towards operations as well as supplementing the scholarship fund, so that underserved families could apply.

Background and policy implications: NA

Briefly describe the back of the item and the policy implications.

Kids Club requests funding from the County, because the program provides a service to employees and employers who work and live here. School is dismissed for kids K-5TH from 2:00pm-2:20pm. Kids Club opens directly after school until 6:00pm Monday through Friday. Kids Club also provides an eight week summer program, that is open full days: 7:15am-5:30pm. This allows parents to continue their work day and if they commute, ample time to pick up their child. Many of our families are employed by the county, school district, small businesses, construction companies and medical providers. Within the program, children are supervised and engaged. Kids Club offers activities that promote learning and confidence necessary for lifelong success. Some activities include: physical education, literacy tutoring, arts, community service projects, gardening, off-site field trips and hand-stitching.

Budget/fiscal impacts

Please note what the budget and fiscal impacts of the item are, e.g., provide the budgeted amount for the item and the actual cost. Explain any potential budget adjustments, if the cost is greater than the budget.

The overall budget for Kids Club is approximately \$320,000 for the 2024 year. Last year, total program expenses were approximately \$300,000. Kids Club charges a monthly fee of \$60 per month per member, which equates to less than \$5 per day per member. Because of our low tuition rate and non-profit status, Kids Club relies heavily on grants and donations. Each year, the program has grown with more families utilizing the program. This has led to increased staffing and costs. Ninety percent of the work done at Kids Club is done by dedicated and quality staff, who plan activities, engage and serve as positive impactful role models to the kids every day. Currently, Kids Club employs 18 part-time staff and one full time director.

Requested By: Ashley Thrasher, Executive Director
director@crookcountykids.org
541-362-6553

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):



Request to place business before the Crook County Court

Important Note: The County Court is the legislative, policy-setting body of Crook County. Matters which come before the Court should as a general rule be those of general concern to Crook County residents and Crook County. Administrative matters which are the purview of individual departments will be placed on the agenda at the request of the Department Head. By completing this form, you are asking to be placed on the agenda.

Deadlines: To appear at a Work Session or Regular County Court Meeting, your request and all documentation must be submitted the Wednesday before the date of the Work Session or Regular County Court Meeting.

Please return this form to Crook County Administration Office via

Email: Sarah.Puerner@crookcountyor.gov or by mail to 300 NE 3rd St., Prineville OR 97754

Your name:

Date of Request:

Email: friendsoftheccfairgrounds@gmail.com

3-26-24

Phone: _____

Address(optional): _____

1. What is the date of the Court meeting you would like to appear at?

_____4-3-24

2. Describe the matter to be placed before the Court: Building a new open air barn to replace the existing H-barn

3. What action are you requesting that the Court take? Letter of support

4. What is the cost involved with your request, if applicable? \$1,500,000 approximately

5. Have you asked the County for a fee waiver before? If yes, when?

no _____

6. Please estimate the time required for your presentation.

5 minutes 10 minutes 15 minutes other _____ minutes

7. Are you (or will you be) represented by legal counsel?

Yes (please name your attorney)

No, I am not currently represented. (Note: it is your obligation to advise the Court if at any time you retain legal counsel to assist you in this matter.)

8. If you have a physical disability and require an accommodation, please specify your need:

Administrative Section

Date Received: _____

Date Reviewed by Court: _____

FY Budget: _____

County Court: Approved/Denied

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):

OMNIA[®]

PARTNERS

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this "**Agreement**") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate ("**Principal Procurement Agencies**") with OMNIA Partners, Public Sector, Inc., a Delaware corporation f/k/a National Intergovernmental Purchasing Alliance Company; Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities, and/or NCPA LLC, a Texas limited liability company d/b/a National Cooperative Purchasing Alliance (collectively, "**OMNIA Partners**"), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other agencies ("**Participating Public Agencies**"), as defined in each Master Agreement (as defined below), who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the "**OMNIA Partners Parties**") by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector) (<https://www.omniapartners.com/publicsector>) or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into "**Master Agreements**" (herein so called) to provide a variety of goods, products and services ("**Products**") to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.

2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.
3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of health care services is not in furtherance of a primary purpose of the Participating Public Agency.
4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.
5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.
6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, provided that the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.
7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.
8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.
9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.
10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA

PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.
12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

- By checking this box, I indicate that I have read and agree to the Terms and Conditions
- By checking this box, I indicate that I have read and understand our [Privacy Notice](https://info.omniapartners.com/hubfs/Policies/OMNIA-Partners-Website-Privacy-Notice.pdf?hsLang=en) (<https://info.omniapartners.com/hubfs/Policies/OMNIA-Partners-Website-Privacy-Notice.pdf?hsLang=en>) and accept and agree to be bound by these [Terms of Use](https://info.omniapartners.com/hubfs/Policies/OMNIA-Partners-Terms-of-Use.pdf?hsLang=en) (<https://info.omniapartners.com/hubfs/Policies/OMNIA-Partners-Terms-of-Use.pdf?hsLang=en>)

CONTINUE



Purchasing Agreement # 2021003051

The Agreement to furnish certain goods and services described herein and in the documents referenced herein (“Goods and/or Services”) is made by and between The Regents of the University of California, a California public corporation (“UC”) on behalf of the University of California, and the supplier named below, Insight Global LLC (“Supplier”). This Agreement is binding only if it is negotiated and executed by an authorized representative with the proper delegation of authority.

1. Statement of Work

Supplier agrees to perform the Services listed in the statement of work attached as Attachment A (“Statement of Work”) and any other documents referenced in the Incorporated Documents section herein, at the prices set forth in the Statement of Work and any other documents referenced in the Incorporated Documents section herein. Unless otherwise provided in the Agreement, UC will not be obligated to purchase a minimum amount of Goods and/or Services from Supplier.

Supplier agrees to extend pricing and Goods and/or Services to the California State University institutions (CSU) and the California Community Colleges (CCC) under the terms of the Agreement. All contractual administration issues (e.g. terms and conditions, extensions, and renewals) will remain UC’s responsibility. Operational issues, fiduciary responsibility, payment issues, performance issues and liabilities, and disputes involving individual CSU or CCC campuses will be addressed, administered, and resolved by each CSU or CCC campus.

October 1, 2021, The Regents of the University of California (also known as a “Principle Procurement Agency” in material provided by OMNIA Partners) and Contractor partnered with OMNIA Partners to offer the Contract (also known as a “Master Agreement” in material distributed by OMNIA Partners) on a national basis to public agencies who register with OMNIA Partners.

Supplier agrees to extend Goods and/or Services to state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”) registered with OMNIA Partners, Public Sector (“Participating Public Agencies”) under the terms of this agreement. Operational issues, fiduciary responsibility, payment issues and liabilities, and disputes involving individual participating public agencies will be addressed, administered, and resolved by each participating public agency.

2. Term of Agreement/Termination

- a) The initial term of the Agreement will be from **October 1, 2021** and through **September 30, 2026** (Initial Term) and is subject to earlier termination as provided below. UC may renew the Agreement for **5** successive **1**-year periods (each, a Renewal Term), by providing Supplier with at least **30** calendar days’ written notice before the end of the Initial Term or any Renewal Term.
- b) UC may terminate the Agreement for convenience by giving Supplier at least **30** calendar days' written notice.
- c) UC or Supplier may terminate the Agreement for cause by giving the other party at least **15** days' notice to cure a breach of the Agreement (Cure Period). If the breaching party fails to cure the breach within the Cure Period, the non-breaching party may immediately terminate the Agreement.

3. Purchase Order; Advance Payments

Unless otherwise provided in the Agreement, Supplier may not begin providing Goods and/or Services until UC approves a Purchase Order for the Goods and/or Services.

4. Pricing, Invoicing Method, and Settlement Method and Terms

Refer to Statement of Work or Purchase Order for Pricing.



For system-wide agreements, each UC Location will specify the Invoicing Method and Payment Options that will apply, taking into account the operational capabilities of Supplier and the UC Location. See UC's Procure to Pay Standards <http://www.ucop.edu/procurement-services/files/Matrix%20for%20website.pdf> for the options that will be considered. In the case of system-wide agreements, each UC Location will specify these terms in a Statement of Work or Purchase Order, as the case may be.

5. Notices

As provided in the UC Terms and Conditions of Purchase, notices may be given by email, which will be considered legal notice only if such communications include the following text in the Subject field: FORMAL LEGAL NOTICE – [insert, as the case may be, Supplier name or University of California]. If a physical format notice is required, it must be sent by overnight delivery or by certified mail with return receipt requested, at the addresses specified below.

To UC, regarding confirmed or suspected Breaches as defined under Appendix – Data Security:

Name	Matthew Linzer
Phone	510-987-9680
Email	Matthew.Linzer@ucop.edu
Address	1111 Franklin Street Oakland, CA 94607

To UC, regarding Breaches or Security Incidents as defined under Appendix – Business Associate:

Name	Noelle Vidal
Phone	510-987-0725
Email	Noelle.Vidal@ucop.edu
Address	1111 Franklin Street Oakland, CA 94617

To UC, regarding contract issues not addressed above:

Name	Robert Puerzer
Phone	510-987-9352
Email	Robert.Puerzer@ucop.edu
Address	1111 Franklin Street Oakland, CA 94617

To Supplier:

Name	Stephanie Wisman
Phone	425-760-2985
Email	Stephanie.Wisman@insightglobal.com
Address	33 New Montgomery St. STE 1700 San Francisco, CA 94105

6. Intellectual Property, Copyright and Patents

The Goods and/or Services involve Work Made for Hire



The Goods and/or Services **do not** involve Work Made for Hire

7. Patient Protection and Affordable Care Act (PPACA)

Because the Services involve temporary or supplementary staffing, they are subject to the PPACA warranties in the T&Cs.

The Services do not involve temporary or supplementary staffing, and they are not subject to the PPACA warranties in the T&Cs.

8. Prevailing Wages

Supplier is not required to pay prevailing wages when providing the Services.

9. Fair Wage/Fair Work

Supplier is not required to pay the UC Fair Wage (defined as \$13 per hour as of 10/1/15, \$14 per hour as of 10/1/16, and \$15 per hour as of 10/1/17) when providing the Services.

**10. Restriction Relating to Consulting Services or Similar Contracts –
Follow-on Contracts**

Please note a Supplier that is awarded a consulting services or similar contract cannot later submit a bid or be considered for any work “required, suggested, or otherwise deemed appropriate” as the end product of the Services (see Public Contract Code Section 10515).

11. Insurance

Deliver the PDF version of the Certificate of Insurance to UC’s Buyer, by email with the following text in the Subject field: CERTIFICATE OF INSURANCE – **Insight Global LLC**

12. Records about Individuals

Records created pursuant to the Agreement that contain personal information about individuals (including statements made by or about individuals) may become subject to the California Information Practices Act of 1977, which includes a right of access by the subject individual. While ownership of confidential or personal information about individuals is subject to negotiated agreement between UC and Supplier, records will normally become UC’s property, and subject to state law and UC policies governing privacy and access to files. When collecting the information, Supplier must inform the individual that the record is being made, and the purpose of the record. Use of recording devices in discussions with employees is permitted only as specified in the Statement of Work.

13. Amendments to UC Terms and Conditions of Purchase

The UC Terms and Conditions of Purchase, dated 4/1/2021 are hereby amended as follows:



Purchasing Agreement # 2021003051

Article 6.A (vi) with respect to the University of California only, Supplier agrees that the Goods and/or Services furnished under the Agreement will be covered by the most favorable warranties Supplier gives to any customer for the same or substantially similar goods or services, or such other more favorable warranties as specified in the Agreement.

The following articles are not applicable for the requested services under this Agreement: Article 7.A, Article 7.B, Article 13, Article 17, and Article 26

14. Incorporated Documents

This Agreement and its Incorporated Documents contain the entire agreement between the Parties, in order of the below precedent, concerning its subject matter and shall supersede all prior or other agreements, oral and written declarations of intent and other legal arrangements (whether binding or non-binding) made by the Parties in respect thereof.

- a. Statement of Work – Attachment A
- b. Pricing – Attachment B
- c. Program Requirements – Attachment C
- d. UC Terms and Conditions of Purchase, dated 4/1/2021
- e. UC Appendix – Data Security, dated 8/12/2019
- f. UC Appendix - Business Associate (HIPAA), dated 8/2/19

15. Additional Terms

Conversion Fee:

As set forth below, UC agrees to pay a conversion fee upon the conversion of a contingent labor employee to UC's employment. The conversion fee is based on the annualized salary (2,096 hours) of the converted employee. Multiply the contingent employee's pay rate by 2,096 to determine the annualized salary.

Should the employee be used in a different capacity/project, the time banked on previous assignment(s) shall apply as the total calendar days as follows:

Calendar Days Worked on Assignment	% of Annualized Salary
0-45 days	20%
46-90 days	10%
90 days	0%

16. Entire Agreement

The Agreement and its Incorporated Documents contain the entire Agreement between the parties and supersede all prior written or oral agreements with respect to the subject matter herein.

This Agreement can only be signed by an authorized representative with the proper delegation of authority.



**UNIVERSITY
OF
CALIFORNIA**

Purchasing Agreement # 2021003051

**THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA**

Justin Sullivan

C51AF9F2384C40B...
(Signature)

INSIGHT GLOBAL LLC

DocuSigned by:

Stephanie N. Wisman

61598431E10F412...
(Signature)

Justin Sullivan Director, Strategic Sourcing Stephanie N. Wisman

(Printed Name, Title)

(Printed Name, Title)

9/4/2021

8/30/2021

(Date)

(Date)



Purchasing Agreement # 2021003051

**ATTACHMENT A
SAMPLE STATEMENT OF WORK**

Example order form to retain IT Temporary or IT Professional Services Labor Services.

Does not replace UC Location Purchase Order. UC Locations can and may use location specific statements of work and/or purchase order forms.

This Statement of Work # ___ (“SOW”) is issued pursuant to Purchasing Agreement # ___ dated _____, 20__ between UC and Supplier (“Agreement”).

**Supplier Name:
UC Agreement#**

Supplier Customer Service Contact:
Dedicated toll-free number(s) or online access for UC Order Placement for Non IT Temporary Labor Services.

Name:
Title:
Phone:
Email:

Position Title:

Position Short Description:

UC Supervisor Contact Person for Reporting and Notification Purposes:

Name:
Title:
Phone:
Email:

Recruitment Team:

Duration of Assignment:

Desired Start Date:
Duration of Work:
Work Schedule (days and hours of work):
Location of Temp Assignment (address, building, suite or room#):
Dress Code:
Reason Temp Needed (i.e. LOA, recruiting for open position, etc.):

Hourly Rate:

Terms of Payment:

Address to send invoices:



**UNIVERSITY
OF
CALIFORNIA**

Purchasing Agreement # 2021003051

Identifying information to include on invoices:

Agreed to by University and Supplier (changes to basic terms and conditions require the signature of an authorized representative).

This Statement of Work is signed below by the parties' duly authorized representatives.

**THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA**

INSIGHT GLOBAL LLC

(Signature)

(Signature)

(Printed Name, Title)

(Printed Name, Title)

(Date)

(Date)



Purchasing Agreement # 2021003051

ATTACHMENT B – PRICING

“Insight Global LLC-UC System-wide Pricing Template”

IT Temporary/Supplementary Staffing Agencies: Which are provided by Insight Global LLC’s resource, direct employee or subcontractor, on a time and material billing basis. The work product and deliverable(s) are owned by UC or Participating Agencies and not the resource nor the supplier. The resource is an “extra set of hands” under the direction of the Project Manager who is a UC employee or the designated Participating Agency employee. UC and Participating Agency owns the means, method, and manner of the work effort.

Roles	JUNIOR LEVEL (1-3 YEARS)						INTERMEDIATE LEVEL (4-6 YEARS)						SENIOR LEVEL (6+ YEARS)					
	Pay Rate (\$/Hr)		Bill Rate (\$/Hr)		Mark-Up %		Pay Rate (\$/Hr)		Bill Rate (\$/Hr)		Mark-Up %		Pay Rate (\$/Hr)		Bill Rate (\$/Hr)		Mark-Up %	
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
Agile Coach	\$ 51.00	\$ 66.00	\$ 71.91	\$ 110.88	30%	60%	\$ 63.00	\$ 83.00	\$ 88.83	\$ 139.44	30%	60%	\$ 83.00	\$ 106.50	\$ 117.03	\$ 178.92	30%	60%
Agile Scrum Master	\$ 49.00	\$ 56.25	\$ 69.09	\$ 94.50	30%	60%	\$ 55.00	\$ 69.02	\$ 77.55	\$ 115.95	30%	60%	\$ 60.00	\$ 83.78	\$ 97.29	\$ 140.75	30%	60%
AI/ML Engineer	\$ 52.00	\$ 65.00	\$ 73.32	\$ 109.20	30%	60%	\$ 63.00	\$ 82.00	\$ 88.83	\$ 137.76	30%	60%	\$ 82.00	\$ 97.50	\$ 115.62	\$ 163.80	30%	60%
Android Developer	\$ 30.00	\$ 44.31	\$ 42.30	\$ 74.44	30%	60%	\$ 42.00	\$ 66.02	\$ 59.22	\$ 111.92	30%	60%	\$ 66.00	\$ 82.69	\$ 93.06	\$ 138.92	30%	60%
Application Developer	\$ 45.00	\$ 55.00	\$ 63.45	\$ 92.40	30%	60%	\$ 55.00	\$ 65.00	\$ 77.55	\$ 109.20	30%	60%	\$ 65.00	\$ 85.00	\$ 91.65	\$ 142.80	30%	60%
AUTO CAD Drafter	\$ 22.00	\$ 33.00	\$ 31.02	\$ 55.44	30%	60%	\$ 30.00	\$ 42.00	\$ 48.84	\$ 84.84	30%	60%	\$ 42.00	\$ 54.00	\$ 61.80	\$ 92.40	30%	60%
AV Technician	\$ 18.00	\$ 25.00	\$ 25.38	\$ 42.00	30%	60%	\$ 24.00	\$ 35.00	\$ 33.84	\$ 58.80	30%	60%	\$ 35.00	\$ 45.00	\$ 49.35	\$ 75.60	30%	60%
AWS Developer	\$ 50.00	\$ 61.77	\$ 70.50	\$ 103.77	30%	60%	\$ 61.00	\$ 73.31	\$ 86.01	\$ 123.16	30%	60%	\$ 73.00	\$ 83.96	\$ 102.93	\$ 141.05	30%	60%
Big Data Administrator	\$ 50.00	\$ 55.00	\$ 70.50	\$ 93.24	30%	60%	\$ 53.00	\$ 60.05	\$ 74.73	\$ 100.88	30%	60%	\$ 60.00	\$ 73.06	\$ 84.60	\$ 122.74	30%	60%
Big Data Developer	\$ 40.00	\$ 49.00	\$ 56.40	\$ 82.32	30%	60%	\$ 48.00	\$ 64.34	\$ 67.68	\$ 108.09	30%	60%	\$ 64.00	\$ 76.21	\$ 90.24	\$ 128.03	30%	60%
BigData Specialist	\$ 33.00	\$ 38.00	\$ 46.53	\$ 63.84	30%	60%	\$ 37.00	\$ 46.68	\$ 52.17	\$ 78.42	30%	60%	\$ 46.00	\$ 56.21	\$ 64.86	\$ 111.72	30%	60%
BioMed Tech	\$ 20.00	\$ 33.00	\$ 28.20	\$ 55.44	30%	60%	\$ 33.00	\$ 43.50	\$ 46.53	\$ 73.08	30%	60%	\$ 43.00	\$ 50.33	\$ 60.63	\$ 84.55	30%	60%
Business Architect	\$ 48.00	\$ 66.00	\$ 67.68	\$ 110.88	30%	60%	\$ 55.00	\$ 81.00	\$ 91.65	\$ 136.08	30%	60%	\$ 81.00	\$ 95.86	\$ 114.21	\$ 161.28	30%	60%
Business Intelligence Specialist	\$ 25.00	\$ 39.00	\$ 35.25	\$ 65.62	30%	60%	\$ 39.00	\$ 50.50	\$ 54.99	\$ 84.84	30%	60%	\$ 50.00	\$ 63.50	\$ 71.91	\$ 106.68	30%	60%
Business Objects Developer	\$ 50.00	\$ 55.00	\$ 70.50	\$ 92.40	30%	60%	\$ 55.00	\$ 65.00	\$ 77.55	\$ 109.20	30%	60%	\$ 65.00	\$ 85.00	\$ 91.65	\$ 142.80	30%	60%
Business Systems Analyst	\$ 40.00	\$ 50.00	\$ 56.40	\$ 84.00	30%	60%	\$ 50.00	\$ 63.00	\$ 70.50	\$ 105.84	30%	60%	\$ 63.00	\$ 75.00	\$ 88.83	\$ 126.00	30%	60%
Change Management Specialist	\$ 50.00	\$ 60.00	\$ 70.50	\$ 100.80	30%	60%	\$ 60.00	\$ 70.00	\$ 84.60	\$ 117.60	30%	60%	\$ 70.00	\$ 90.00	\$ 98.70	\$ 151.20	30%	60%
Chatbot Developer	\$ 38.00	\$ 49.27	\$ 53.58	\$ 82.77	30%	60%	\$ 48.00	\$ 73.22	\$ 67.68	\$ 123.01	30%	60%	\$ 73.00	\$ 102.68	\$ 102.93	\$ 180.90	30%	60%
CISPP	\$ 40.00	\$ 56.96	\$ 56.40	\$ 95.69	30%	60%	\$ 55.00	\$ 78.11	\$ 77.55	\$ 131.22	30%	60%	\$ 78.12	\$ 92.27	\$ 110.15	\$ 166.77	30%	60%
Citrix Administrator	\$ 45.00	\$ 55.00	\$ 63.45	\$ 92.40	30%	60%	\$ 55.00	\$ 65.00	\$ 77.55	\$ 109.20	30%	60%	\$ 65.00	\$ 75.00	\$ 91.65	\$ 126.00	30%	60%
Cloud Administrator	\$ 30.00	\$ 43.98	\$ 42.30	\$ 73.89	30%	60%	\$ 42.00	\$ 60.68	\$ 59.22	\$ 101.94	30%	60%	\$ 60.00	\$ 76.95	\$ 88.10	\$ 123.28	30%	60%
Cloud Architect	\$ 48.00	\$ 65.00	\$ 67.68	\$ 109.20	30%	60%	\$ 53.00	\$ 80.83	\$ 83.87	\$ 127.30	30%	60%	\$ 80.00	\$ 105.20	\$ 118.80	\$ 171.84	30%	60%
Cloud Architect (AWS/ Azure/ Google)	\$ 60.00	\$ 82.00	\$ 84.60	\$ 137.76	30%	60%	\$ 80.00	\$ 96.88	\$ 112.80	\$ 162.76	30%	60%	\$ 98.00	\$ 138.00	\$ 138.18	\$ 231.84	30%	60%
Cloud Computing Engineer	\$ 35.00	\$ 54.59	\$ 49.35	\$ 91.71	30%	60%	\$ 53.00	\$ 79.20	\$ 74.73	\$ 133.06	30%	60%	\$ 81.00	\$ 112.39	\$ 114.21	\$ 188.82	30%	60%
Cloud Developer	\$ 38.00	\$ 55.00	\$ 53.58	\$ 92.40	30%	60%	\$ 54.00	\$ 82.20	\$ 76.14	\$ 138.10	30%	60%	\$ 83.00	\$ 96.74	\$ 117.45	\$ 162.52	30%	60%
Cloud Engineer	\$ 37.00	\$ 53.38	\$ 52.17	\$ 89.68	30%	60%	\$ 52.00	\$ 74.59	\$ 73.32	\$ 125.31	30%	60%	\$ 76.21	\$ 96.81	\$ 107.46	\$ 162.64	30%	60%
Cloud Specialist	\$ 25.00	\$ 45.42	\$ 35.25	\$ 76.31	30%	60%	\$ 45.00	\$ 71.38	\$ 63.45	\$ 119.92	30%	60%	\$ 77.42	\$ 91.86	\$ 109.16	\$ 154.32	30%	60%
Cognos Developer	\$ 45.00	\$ 50.00	\$ 63.45	\$ 84.00	30%	60%	\$ 60.00	\$ 65.00	\$ 84.60	\$ 109.20	30%	60%	\$ 65.00	\$ 70.00	\$ 91.65	\$ 117.60	30%	60%
CRM Specialist (MS Dynamics/ Salesforce etc.)	\$ 22.00	\$ 33.00	\$ 31.02	\$ 55.44	30%	60%	\$ 33.00	\$ 45.00	\$ 46.53	\$ 76.60	30%	60%	\$ 45.00	\$ 56.25	\$ 64.86	\$ 92.40	30%	60%
Customer Service Representative	\$ 18.00	\$ 25.00	\$ 25.38	\$ 42.00	30%	60%	\$ 24.00	\$ 35.00	\$ 33.84	\$ 58.80	30%	60%	\$ 35.00	\$ 45.00	\$ 49.35	\$ 75.60	30%	60%
Cyber Security	\$ 30.00	\$ 56.00	\$ 42.30	\$ 94.08	30%	60%	\$ 55.00	\$ 103.50	\$ 77.55	\$ 173.88	30%	60%	\$ 106.00	\$ 147.39	\$ 149.46	\$ 247.62	30%	60%
Cyber Security Analyst	\$ 22.00	\$ 33.00	\$ 31.02	\$ 55.44	30%	60%	\$ 33.00	\$ 45.00	\$ 46.53	\$ 76.60	30%	60%	\$ 46.00	\$ 56.25	\$ 64.86	\$ 93.30	30%	60%
Cyber Security Engineer	\$ 30.00	\$ 54.56	\$ 42.30	\$ 91.66	30%	60%	\$ 52.00	\$ 71.87	\$ 73.32	\$ 120.74	30%	60%	\$ 73.79	\$ 96.94	\$ 104.04	\$ 162.86	30%	60%
Cybersecurity Analyst	\$ 32.00	\$ 47.00	\$ 45.12	\$ 78.96	30%	60%	\$ 47.00	\$ 71.87	\$ 66.27	\$ 120.74	30%	60%	\$ 73.79	\$ 96.94	\$ 104.04	\$ 162.86	30%	60%
Cybersecurity Architect	\$ 45.00	\$ 75.58	\$ 63.45	\$ 126.97	30%	60%	\$ 75.00	\$ 84.00	\$ 105.75	\$ 157.92	30%	60%	\$ 95.66	\$ 111.72	\$ 134.88	\$ 187.69	30%	60%
Data Architect	\$ 38.00	\$ 65.00	\$ 50.76	\$ 109.20	30%	60%	\$ 65.00	\$ 85.00	\$ 91.65	\$ 142.80	30%	60%	\$ 86.00	\$ 111.00	\$ 121.26	\$ 186.48	30%	60%
Data Modeler	\$ 32.00	\$ 53.50	\$ 45.40	\$ 89.68	30%	60%	\$ 52.00	\$ 66.50	\$ 73.32	\$ 111.72	30%	60%	\$ 67.00	\$ 86.09	\$ 94.47	\$ 144.63	30%	60%
Data Scientist	\$ 42.00	\$ 56.47	\$ 59.22	\$ 94.87	30%	60%	\$ 56.00	\$ 77.39	\$ 78.96	\$ 130.02	30%	60%	\$ 78.00	\$ 99.59	\$ 109.98	\$ 167.31	30%	60%
Data Strategist	\$ 25.00	\$ 42.06	\$ 35.25	\$ 70.66	30%	60%	\$ 42.00	\$ 60.81	\$ 59.22	\$ 102.16	30%	60%	\$ 61.00	\$ 86.81	\$ 86.01	\$ 145.84	30%	60%
Data Warehouse Analyst	\$ 40.00	\$ 45.00	\$ 56.40	\$ 75.60	30%	60%	\$ 45.00	\$ 55.00	\$ 63.45	\$ 92.40	30%	60%	\$ 55.00	\$ 70.00	\$ 77.55	\$ 117.60	30%	60%
Database Administrator	\$ 45.00	\$ 55.00	\$ 63.45	\$ 92.40	30%	60%	\$ 55.00	\$ 65.00	\$ 77.55	\$ 109.20	30%	60%	\$ 65.00	\$ 85.00	\$ 91.65	\$ 142.80	30%	60%
DevOps Developer	\$ 30.00	\$ 41.20	\$ 42.30	\$ 69.22	30%	60%	\$ 41.00	\$ 66.50	\$ 57.81	\$ 110.88	30%	60%	\$ 67.00	\$ 91.00	\$ 94.47	\$ 152.88	30%	60%
DevOps Engineer	\$ 30.00	\$ 41.20	\$ 42.30	\$ 69.22	30%	60%	\$ 41.00	\$ 64.50	\$ 57.81	\$ 108.36	30%	60%	\$ 65.23	\$ 86.37	\$ 91.97	\$ 145.10	30%	60%
DevOps Manager	\$ 56.00	\$ 62.00	\$ 78.96	\$ 104.16	30%	60%	\$ 62.00	\$ 79.50	\$ 87.42	\$ 133.56	30%	60%	\$ 80.00	\$ 95.58	\$ 112.80	\$ 162.25	30%	60%
DevOps Specialist	\$ 23.00	\$ 45.00	\$ 32.43	\$ 75.60	30%	60%	\$ 45.00	\$ 70.00	\$ 63.45	\$ 117.60	30%	60%	\$ 71.00	\$ 101.00	\$ 100.11	\$ 169.68	30%	60%
Digital Transformation Specialist (Microservices, API Management, Chatbot, RPA/AI/ML)	\$ 34.37	\$ 59.23	\$ 48.46	\$ 94.39	30%	60%	\$ 50.00	\$ 74.03	\$ 70.50	\$ 124.37	30%	60%	\$ 75.00	\$ 106.76	\$ 107.16	\$ 179.36	30%	60%
Disaster Recovery Specialist	\$ 35.00	\$ 45.00	\$ 49.35	\$ 76.44	30%	60%	\$ 43.00	\$ 56.50	\$ 60.63	\$ 94.92	30%	60%	\$ 57.00	\$ 69.50	\$ 80.37	\$ 116.76	30%	60%
Enterprise Architect	\$ 41.60	\$ 73.55	\$ 58.66	\$ 123.56	30%	60%	\$ 72.00	\$ 86.05	\$ 101.52	\$ 144.56	30%	60%	\$ 88.00	\$ 112.05	\$ 124.08	\$ 188.24	30%	60%
Enterprise Health Architect	\$ 35.57	\$ 46.50	\$ 50.15	\$ 78.12	30%	60%	\$ 45.00	\$ 57.44	\$ 63.45	\$ 96.50	30%	60%	\$ 58.00	\$ 79.50	\$ 81.78	\$ 133.56	30%	60%
Enterprise Security	\$ 41.00	\$ 62.97	\$ 57.81	\$ 105.79	30%	60%	\$ 61.00	\$ 85.09	\$ 86.01	\$ 142.95	30%	60%	\$ 86.00	\$ 111.20	\$ 121.26	\$ 186.82	30%	60%
ERP Cloud Engineer	\$ 26.95	\$ 41.50	\$ 38.00	\$ 69.72	30%	60%	\$ 41.00	\$ 59.61	\$ 57.81	\$ 100.14	30%	60%	\$ 61.00	\$ 86.64	\$ 86.01	\$ 145.56	30%	60%
ERP Cloud Infrastructure Architect	\$ 56.00	\$ 71.68	\$ 78.96	\$ 120.42	30%	60%	\$ 70.00	\$ 84.76	\$ 98.70	\$ 142.40	30%	60%	\$ 85.00	\$ 96.26	\$ 119.85	\$ 161.72	30%	60%
ERP Engineer	\$ 25.95	\$ 39.60	\$ 36.59	\$ 65.33	30%	60%	\$ 38.00	\$ 60.80	\$ 53.58	\$ 102.14	30%	60%	\$ 67.00	\$ 83.64	\$ 86.01	\$ 140.52	30%	60%
ERP Functional Consultant	\$ 19.00	\$ 28.50	\$ 28.79	\$ 42.84	30%	60%	\$ 23.00	\$ 35.00	\$ 32.43	\$ 58.80	30%	60%	\$ 28.00	\$ 35.00	\$ 39.48	\$ 68.72	30%	60%
ERP Solution Architect	\$ 56.00	\$ 71.68	\$ 78.96	\$ 120.42	30%	60%	\$ 70.00	\$ 84.76	\$ 98.70	\$ 142.40	30%	60%	\$					



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MS Access Developer	\$ 40.00	\$ 45.00	\$ 56.40	\$ 75.60	30%	60%	\$ 45.00	\$ 60.00	\$ 63.45	\$ 100.80	30%	60%	\$ 60.00	\$ 70.00	\$ 84.60	\$ 117.60	30%	60%
Mulesoft Integrators	\$ 50.91	\$ 57.64	\$ 71.78	\$ 96.84	30%	60%	\$ 58.77	\$ 68.00	\$ 82.86	\$ 114.24	30%	60%	\$ 69.32	\$ 88.31	\$ 97.74	\$ 148.37	30%	60%
NET Developer	\$ 39.48	\$ 44.50	\$ 55.66	\$ 74.76	30%	60%	\$ 45.33	\$ 52.22	\$ 63.92	\$ 87.73	30%	60%	\$ 53.20	\$ 67.36	\$ 75.01	\$ 113.17	30%	60%
Network Administrator	\$ 33.00	\$ 38.86	\$ 46.53	\$ 65.29	30%	60%	\$ 39.58	\$ 45.45	\$ 55.80	\$ 76.36	30%	60%	\$ 46.29	\$ 58.38	\$ 65.27	\$ 98.08	30%	60%
Network Engineer	\$ 40.29	\$ 45.44	\$ 56.81	\$ 76.33	30%	60%	\$ 46.29	\$ 53.34	\$ 65.27	\$ 89.62	30%	60%	\$ 54.35	\$ 68.86	\$ 76.64	\$ 115.68	30%	60%
OnBase Admin	\$ 43.56	\$ 49.19	\$ 61.42	\$ 82.64	30%	60%	\$ 50.13	\$ 57.85	\$ 70.68	\$ 97.19	30%	60%	\$ 58.96	\$ 74.84	\$ 83.13	\$ 125.74	30%	60%
Oracle Cloud Consultant	\$ 46.01	\$ 52.01	\$ 64.07	\$ 87.37	30%	60%	\$ 53.01	\$ 61.24	\$ 74.74	\$ 102.88	30%	60%	\$ 62.41	\$ 79.33	\$ 88.00	\$ 133.28	30%	60%
Oracle EBS Functional Consultant	\$ 44.37	\$ 50.13	\$ 62.57	\$ 84.22	30%	60%	\$ 51.09	\$ 58.98	\$ 72.04	\$ 99.09	30%	60%	\$ 60.11	\$ 76.34	\$ 84.75	\$ 128.25	30%	60%
ORACS Admin	\$ 42.74	\$ 48.25	\$ 60.27	\$ 81.06	30%	60%	\$ 49.17	\$ 56.73	\$ 69.33	\$ 95.30	30%	60%	\$ 57.81	\$ 73.35	\$ 81.51	\$ 123.22	30%	60%
PACS Administrator	\$ 42.74	\$ 48.25	\$ 60.27	\$ 81.06	30%	60%	\$ 49.17	\$ 56.73	\$ 69.33	\$ 95.30	30%	60%	\$ 57.81	\$ 73.35	\$ 81.51	\$ 123.22	30%	60%
Pandemic SME	\$ 46.82	\$ 52.95	\$ 66.02	\$ 88.95	30%	60%	\$ 53.97	\$ 62.36	\$ 76.10	\$ 104.77	30%	60%	\$ 63.56	\$ 80.83	\$ 89.62	\$ 135.80	30%	60%
Pandemic Support	\$ 28.00	\$ 36.05	\$ 39.48	\$ 60.56	30%	60%	\$ 36.70	\$ 42.07	\$ 51.75	\$ 70.68	30%	60%	\$ 42.84	\$ 53.89	\$ 60.40	\$ 90.54	30%	60%
Peoplesoft Commitment Accounting	\$ 41.93	\$ 47.31	\$ 59.11	\$ 79.49	30%	60%	\$ 48.21	\$ 55.60	\$ 67.98	\$ 93.41	30%	60%	\$ 56.65	\$ 71.85	\$ 79.88	\$ 120.71	30%	60%
Peoplesoft Developer	\$ 50.00	\$ 55.00	\$ 70.50	\$ 92.40	30%	60%	\$ 55.00	\$ 75.00	\$ 77.55	\$ 126.00	30%	60%	\$ 65.00	\$ 95.00	\$ 91.65	\$ 159.60	30%	60%
Peripheral Equipment Operator	\$ 34.58	\$ 38.86	\$ 48.75	\$ 65.29	30%	60%	\$ 39.58	\$ 45.45	\$ 55.80	\$ 76.36	30%	60%	\$ 46.29	\$ 58.38	\$ 65.27	\$ 98.08	30%	60%
Process Mining Analyst	\$ 37.84	\$ 42.62	\$ 53.36	\$ 71.60	30%	60%	\$ 43.42	\$ 49.96	\$ 61.22	\$ 83.94	30%	60%	\$ 50.90	\$ 63.35	\$ 71.77	\$ 108.14	30%	60%
Process Mining Engineer	\$ 42.74	\$ 48.25	\$ 60.27	\$ 81.06	30%	60%	\$ 49.17	\$ 56.73	\$ 69.33	\$ 95.30	30%	60%	\$ 57.81	\$ 73.35	\$ 81.51	\$ 123.22	30%	60%
Program Manager	\$ 55.00	\$ 69.00	\$ 77.55	\$ 115.92	30%	60%	\$ 59.00	\$ 85.00	\$ 83.19	\$ 142.80	30%	60%	\$ 82.00	\$ 110.00	\$ 115.62	\$ 184.80	30%	60%
Programmer, Advanced Technology	\$ 45.19	\$ 51.07	\$ 63.72	\$ 85.80	30%	60%	\$ 52.05	\$ 60.11	\$ 73.39	\$ 100.98	30%	60%	\$ 61.26	\$ 77.84	\$ 86.38	\$ 130.77	30%	60%
Project Manager	\$ 40.00	\$ 50.13	\$ 56.40	\$ 84.22	30%	60%	\$ 51.09	\$ 58.98	\$ 72.04	\$ 99.09	30%	60%	\$ 60.11	\$ 76.34	\$ 84.75	\$ 128.25	30%	60%
QA Analyst	\$ 35.00	\$ 45.00	\$ 49.35	\$ 75.60	30%	60%	\$ 45.00	\$ 52.00	\$ 63.45	\$ 87.36	30%	60%	\$ 50.00	\$ 55.00	\$ 70.50	\$ 92.40	30%	60%
Release Management	\$ 45.00	\$ 55.00	\$ 63.45	\$ 92.40	30%	60%	\$ 55.00	\$ 70.00	\$ 77.55	\$ 117.60	30%	60%	\$ 70.00	\$ 90.00	\$ 98.70	\$ 151.20	30%	60%
Robotic Process Automation Developer	\$ 50.91	\$ 57.64	\$ 71.78	\$ 96.84	30%	60%	\$ 58.77	\$ 68.00	\$ 82.86	\$ 114.24	30%	60%	\$ 69.32	\$ 88.31	\$ 97.74	\$ 148.37	30%	60%
Salesforce.com Consultants	\$ 50.00	\$ 62.00	\$ 70.50	\$ 104.16	30%	60%	\$ 58.77	\$ 88.00	\$ 82.86	\$ 147.84	30%	60%	\$ 68.00	\$ 110.00	\$ 95.88	\$ 184.80	30%	60%
Salesforce Developer	\$ 52.00	\$ 62.00	\$ 73.32	\$ 104.16	30%	60%	\$ 58.77	\$ 88.00	\$ 82.86	\$ 147.84	30%	60%	\$ 68.00	\$ 110.00	\$ 95.88	\$ 184.80	30%	60%
SAP BASIS Administrator	\$ 39.48	\$ 44.50	\$ 55.66	\$ 74.76	30%	60%	\$ 45.33	\$ 52.22	\$ 63.92	\$ 87.73	30%	60%	\$ 53.20	\$ 67.36	\$ 75.01	\$ 113.17	30%	60%
SAP BW/BI Programmer/Analyst	\$ 41.11	\$ 46.37	\$ 57.96	\$ 77.91	30%	60%	\$ 47.25	\$ 54.47	\$ 66.63	\$ 91.51	30%	60%	\$ 55.50	\$ 70.35	\$ 78.26	\$ 118.19	30%	60%
SAP Developers	\$ 42.74	\$ 48.25	\$ 60.27	\$ 81.06	30%	60%	\$ 49.17	\$ 56.73	\$ 69.33	\$ 95.30	30%	60%	\$ 57.81	\$ 73.35	\$ 81.51	\$ 123.22	30%	60%
SAP Functional Consultant	\$ 44.37	\$ 50.13	\$ 62.57	\$ 84.22	30%	60%	\$ 51.09	\$ 58.98	\$ 72.04	\$ 99.09	30%	60%	\$ 60.11	\$ 76.34	\$ 84.75	\$ 128.25	30%	60%
SAP Hanna Functional Expert	\$ 46.01	\$ 52.01	\$ 64.07	\$ 87.44	30%	60%	\$ 53.01	\$ 75.00	\$ 74.74	\$ 126.00	30%	60%	\$ 68.00	\$ 95.00	\$ 95.88	\$ 151.20	30%	60%
SAP S4 HANA	\$ 47.64	\$ 59.00	\$ 67.17	\$ 99.12	30%	60%	\$ 54.93	\$ 80.00	\$ 77.45	\$ 134.40	30%	60%	\$ 70.00	\$ 95.00	\$ 98.70	\$ 159.60	30%	60%
ServiceNow Architect	\$ 54.99	\$ 66.00	\$ 77.53	\$ 110.88	30%	60%	\$ 63.56	\$ 78.00	\$ 89.62	\$ 131.04	30%	60%	\$ 75.07	\$ 95.80	\$ 105.85	\$ 160.94	30%	60%
ServiceNow Dev/ Eng/ Arch	\$ 50.09	\$ 66.00	\$ 70.63	\$ 110.88	30%	60%	\$ 57.81	\$ 78.00	\$ 81.51	\$ 131.04	30%	60%	\$ 68.17	\$ 92.00	\$ 96.12	\$ 154.56	30%	60%
ServiceNow Developer	\$ 49.27	\$ 66.00	\$ 69.48	\$ 110.88	30%	60%	\$ 56.85	\$ 78.00	\$ 80.15	\$ 131.04	30%	60%	\$ 67.02	\$ 92.00	\$ 91.65	\$ 154.56	30%	60%
SharePoint Administrator	\$ 50.00	\$ 55.00	\$ 70.50	\$ 92.40	30%	60%	\$ 55.00	\$ 65.00	\$ 77.55	\$ 109.20	30%	60%	\$ 65.00	\$ 75.00	\$ 91.65	\$ 126.00	30%	60%
SharePoint Technical Specialist	\$ 45.19	\$ 51.07	\$ 63.72	\$ 85.80	30%	60%	\$ 52.05	\$ 60.11	\$ 73.39	\$ 100.98	30%	60%	\$ 61.26	\$ 77.84	\$ 86.38	\$ 130.77	30%	60%
Site Reliability Engineer	\$ 38.66	\$ 43.56	\$ 54.51	\$ 73.18	30%	60%	\$ 44.37	\$ 51.09	\$ 62.57	\$ 85.83	30%	60%	\$ 52.05	\$ 68.86	\$ 73.39	\$ 110.65	30%	60%
SnapLogic / Data Integration Engineer	\$ 45.19	\$ 51.07	\$ 63.72	\$ 85.80	30%	60%	\$ 52.05	\$ 60.11	\$ 73.39	\$ 100.98	30%	60%	\$ 61.26	\$ 77.84	\$ 86.38	\$ 130.77	30%	60%
Software Developer	\$ 45.00	\$ 55.00	\$ 63.45	\$ 92.40	30%	60%	\$ 55.00	\$ 65.00	\$ 77.55	\$ 109.20	30%	60%	\$ 65.00	\$ 85.00	\$ 91.65	\$ 142.80	30%	60%
Software Engineer	\$ 37.03	\$ 41.68	\$ 52.21	\$ 70.02	30%	60%	\$ 42.46	\$ 48.84	\$ 59.86	\$ 82.04	30%	60%	\$ 49.75	\$ 62.87	\$ 70.14	\$ 105.62	30%	60%
Solutions Architect	\$ 41.93	\$ 47.31	\$ 59.11	\$ 79.49	30%	60%	\$ 48.21	\$ 55.60	\$ 67.98	\$ 93.41	30%	60%	\$ 56.65	\$ 71.85	\$ 79.88	\$ 120.71	30%	60%
SQL DBA	\$ 38.66	\$ 43.56	\$ 54.51	\$ 73.18	30%	60%	\$ 44.37	\$ 51.09	\$ 62.57	\$ 85.83	30%	60%	\$ 52.05	\$ 68.86	\$ 73.39	\$ 110.65	30%	60%
Statistical Programmer	\$ 43.56	\$ 49.19	\$ 61.42	\$ 82.64	30%	60%	\$ 50.13	\$ 57.85	\$ 70.68	\$ 97.19	30%	60%	\$ 58.96	\$ 74.84	\$ 83.13	\$ 125.74	30%	60%
Systems Administrator	\$ 38.00	\$ 45.00	\$ 53.58	\$ 75.60	30%	60%	\$ 45.00	\$ 52.00	\$ 63.45	\$ 87.36	30%	60%	\$ 50.00	\$ 60.00	\$ 70.50	\$ 100.80	30%	60%
Technical Consultant	\$ 46.82	\$ 52.95	\$ 66.02	\$ 88.95	30%	60%	\$ 53.97	\$ 62.36	\$ 76.10	\$ 104.77	30%	60%	\$ 63.56	\$ 80.83	\$ 89.62	\$ 135.80	30%	60%
Technical ERP Consultant	\$ 46.82	\$ 52.95	\$ 66.02	\$ 88.95	30%	60%	\$ 53.97	\$ 62.36	\$ 76.10	\$ 104.77	30%	60%	\$ 63.56	\$ 80.83	\$ 89.62	\$ 135.80	30%	60%
Technical Specialist	\$ 37.03	\$ 41.68	\$ 52.21	\$ 70.02	30%	60%	\$ 42.46	\$ 48.84	\$ 59.86	\$ 82.04	30%	60%	\$ 49.75	\$ 62.87	\$ 70.14	\$ 105.62	30%	60%
Technical Writer	\$ 30.00	\$ 35.00	\$ 42.30	\$ 58.80	30%	60%	\$ 35.00	\$ 55.00	\$ 49.35	\$ 92.40	30%	60%	\$ 45.00	\$ 65.00	\$ 63.45	\$ 109.20	30%	60%
Telecom Analyst	\$ 45.00	\$ 55.00	\$ 63.45	\$ 92.40	30%	60%	\$ 55.00	\$ 65.00	\$ 77.55	\$ 109.20	30%	60%	\$ 65.00	\$ 70.00	\$ 91.65	\$ 117.60	30%	60%
Telecom Engineer	\$ 37.84	\$ 42.62	\$ 53.36	\$ 71.60	30%	60%	\$ 43.42	\$ 49.96	\$ 61.22	\$ 83.94	30%	60%	\$ 50.90	\$ 63.35	\$ 71.77	\$ 108.14	30%	60%
Telecom Technician	\$ 30.00	\$ 35.00	\$ 42.30	\$ 58.80	30%	60%	\$ 35.00	\$ 45.00	\$ 49.35	\$ 75.60	30%	60%	\$ 45.00	\$ 50.00	\$ 63.45	\$ 84.00	30%	60%
UX Researcher	\$ 36.21	\$ 40.74	\$ 51.06	\$ 68.45	30%	60%	\$ 41.50	\$ 47.71	\$ 58.51	\$ 80.15	30%	60%	\$ 48.60	\$ 61.37	\$ 68.52	\$ 103.11	30%	60%
UX/UI Designer	\$ 37.03	\$ 41.68	\$ 52.21	\$ 70.02	30%	60%	\$ 42.46	\$ 48.84	\$ 59.86	\$ 82.04	30%	60%	\$ 49.75	\$ 62.87	\$ 70.14	\$ 105.62	30%	60%
VMWare Engineer	\$ 43.56	\$ 49.19	\$ 61.42	\$ 82.64	30%	60%	\$ 50.13	\$ 57.85	\$ 70.68	\$ 97.19	30%	60%	\$ 58.96	\$ 74.84	\$ 83.13	\$ 125.74	30%	60%
Web Developer	\$ 42.00	\$ 52.00	\$ 59.22	\$ 87.36	30%	60%	\$ 50.00	\$ 60.00	\$ 70.50	\$ 100.80	30%	60%	\$ 55.00	\$ 70.00	\$ 77.55	\$ 117.60	30%	60%
Workday Consultant	\$ 47.64	\$ 53.89	\$ 67.17	\$ 90.53	30%	60%	\$ 54.93	\$ 63.49	\$ 77.45	\$ 106.66	30%	60%	\$ 64.71	\$ 82.33	\$ 91.25	\$ 138.31	30%	60%



Purchasing Agreement # 2021003051

IT Professional Services: Covering services provided by Insight Global LLC that utilizes their own resources, direct employees and/or subcontractors, to meet an expected and agreed upon deliverable. Services to be provided are highly specialized functions, typically of a technical nature, with respect to information technology services to the University on a project by project basis; each project to be defined by mutually agreed to Scope or Statement of Work (SOW), which will be generated independently by each UC location or Participating Agency and may be referenced by location's Purchase Order. The billing is quoted on a firm, fixed hourly billing rate for the supplier's identified professional services role offered.

Roles	JUNIOR LEVEL (1-3 YEARS)						INTERMEDIATE (4-6 YEARS)						SENIOR LEVEL (6+ YEARS)					
	Pay Rate (\$/Hr)		Bill Rate (\$/Hr)		Mark-Up %		Pay Rate (\$/Hr)		Bill Rate (\$/Hr)		Mark-Up %		Pay Rate (\$/Hr)		Bill Rate (\$/Hr)		Mark-Up %	
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
Active Directory Engineer	\$ 56.00	\$ 62.00	\$ 78.96	\$ 104.16	30%	60%	\$ 62.00	\$ 68.00	\$ 87.42	\$ 114.24	30%	60%	\$ 68.00	\$ 74.00	\$ 95.88	\$ 131.04	30%	60%
Administrative Assistant	\$ 18.00	\$ 25.00	\$ 25.38	\$ 42.00	30%	60%	\$ 24.00	\$ 32.00	\$ 33.84	\$ 53.76	30%	60%	\$ 28.00	\$ 40.00	\$ 39.48	\$ 67.20	30%	60%
Advanced Technology Specialist	\$ 30.00	\$ 45.00	\$ 42.30	\$ 75.60	30%	60%	\$ 45.00	\$ 65.00	\$ 63.45	\$ 100.80	30%	60%	\$ 60.00	\$ 90.00	\$ 84.60	\$ 117.60	30%	60%
Agile Coach	\$ 51.92	\$ 67.11	\$ 73.21	\$ 112.74	30%	60%	\$ 67.12	\$ 78.50	\$ 94.64	\$ 131.88	30%	60%	\$ 78.51	\$ 90.00	\$ 110.70	\$ 161.28	30%	60%
AI/ML Engineer	\$ 41.00	\$ 47.90	\$ 57.81	\$ 80.47	30%	60%	\$ 47.91	\$ 64.70	\$ 67.55	\$ 108.70	30%	60%	\$ 64.71	\$ 81.00	\$ 91.24	\$ 136.08	30%	60%
Amazon Architect	\$ 56.00	\$ 75.21	\$ 78.96	\$ 126.35	30%	60%	\$ 75.22	\$ 83.50	\$ 106.06	\$ 140.28	30%	60%	\$ 83.51	\$ 97.75	\$ 117.75	\$ 164.22	30%	60%
Analyst - Business	\$ 30.00	\$ 43.00	\$ 42.30	\$ 72.24	30%	60%	\$ 43.00	\$ 52.00	\$ 60.63	\$ 87.36	30%	60%	\$ 52.00	\$ 68.75	\$ 73.32	\$ 114.24	30%	60%
Analyst - Financial	\$ 30.00	\$ 45.00	\$ 42.30	\$ 75.60	30%	60%	\$ 45.00	\$ 55.00	\$ 63.45	\$ 92.40	30%	60%	\$ 55.00	\$ 75.00	\$ 77.55	\$ 126.00	30%	60%
Analyst - Risk Assessment	\$ 30.00	\$ 46.00	\$ 42.30	\$ 77.28	30%	60%	\$ 46.00	\$ 55.00	\$ 64.86	\$ 92.40	30%	60%	\$ 55.00	\$ 75.00	\$ 77.55	\$ 126.00	30%	60%
Analyst - Technical	\$ 30.00	\$ 48.00	\$ 42.30	\$ 80.64	30%	60%	\$ 48.00	\$ 65.00	\$ 67.68	\$ 109.20	30%	60%	\$ 65.00	\$ 75.00	\$ 91.65	\$ 126.00	30%	60%
Analyst-Re-engineering	\$ 35.00	\$ 46.00	\$ 49.35	\$ 77.28	30%	60%	\$ 46.00	\$ 65.00	\$ 64.86	\$ 109.20	30%	60%	\$ 65.00	\$ 75.00	\$ 91.65	\$ 126.00	30%	60%
Application Developer	\$ 45.00	\$ 55.00	\$ 63.45	\$ 92.40	30%	60%	\$ 55.00	\$ 65.00	\$ 77.55	\$ 109.20	30%	60%	\$ 65.00	\$ 85.00	\$ 91.65	\$ 142.80	30%	60%
Application Support and/or Implementation	\$ 45.00	\$ 55.00	\$ 63.45	\$ 92.40	30%	60%	\$ 55.00	\$ 65.00	\$ 77.55	\$ 109.20	30%	60%	\$ 65.00	\$ 85.00	\$ 91.65	\$ 142.80	30%	60%
APPS Programmer/Analyst	\$ 45.00	\$ 55.00	\$ 63.45	\$ 92.40	30%	60%	\$ 55.00	\$ 65.00	\$ 77.55	\$ 109.20	30%	60%	\$ 65.00	\$ 80.00	\$ 88.70	\$ 134.40	30%	60%
APPS Systems Engineer	\$ 50.00	\$ 60.00	\$ 70.50	\$ 100.80	30%	60%	\$ 60.00	\$ 70.00	\$ 84.60	\$ 117.60	30%	60%	\$ 70.00	\$ 80.00	\$ 98.70	\$ 134.40	30%	60%
Architect	\$ 65.00	\$ 75.00	\$ 91.65	\$ 126.00	30%	60%	\$ 75.00	\$ 85.00	\$ 105.75	\$ 142.80	30%	60%	\$ 85.00	\$ 110.00	\$ 119.85	\$ 184.80	30%	60%
Architecture Planning & Assessment- Business	\$ 65.00	\$ 75.00	\$ 91.65	\$ 126.00	30%	60%	\$ 75.00	\$ 85.00	\$ 105.75	\$ 142.80	30%	60%	\$ 85.00	\$ 110.00	\$ 119.85	\$ 184.80	30%	60%
Architecture Planning & Assessment- Information/Data	\$ 65.00	\$ 75.00	\$ 91.65	\$ 126.00	30%	60%	\$ 75.00	\$ 85.00	\$ 105.75	\$ 142.80	30%	60%	\$ 85.00	\$ 110.00	\$ 119.85	\$ 184.80	30%	60%
Architecture Planning & Assessment- Security	\$ 65.00	\$ 75.00	\$ 91.65	\$ 126.00	30%	60%	\$ 75.00	\$ 85.00	\$ 105.75	\$ 142.80	30%	60%	\$ 85.00	\$ 120.00	\$ 119.85	\$ 201.60	30%	60%
Architecture Planning & Assessment- Technical	\$ 65.00	\$ 75.00	\$ 91.65	\$ 126.00	30%	60%	\$ 75.00	\$ 85.00	\$ 105.75	\$ 142.80	30%	60%	\$ 85.00	\$ 110.00	\$ 119.85	\$ 184.80	30%	60%
Automation Tester/DEET	\$ 36.00	\$ 45.54	\$ 50.76	\$ 74.63	30%	60%	\$ 45.55	\$ 50.00	\$ 62.82	\$ 84.00	30%	60%	\$ 50.01	\$ 71.00	\$ 70.51	\$ 119.28	30%	60%
AWS & Azure Cloud	\$ 41.00	\$ 61.50	\$ 57.81	\$ 103.32	30%	60%	\$ 61.51	\$ 73.90	\$ 86.73	\$ 123.98	30%	60%	\$ 73.91	\$ 101.00	\$ 103.30	\$ 169.68	30%	60%
AWS Engineer	\$ 41.00	\$ 61.50	\$ 57.81	\$ 103.32	30%	60%	\$ 61.51	\$ 73.90	\$ 86.73	\$ 123.98	30%	60%	\$ 73.91	\$ 101.00	\$ 103.30	\$ 169.68	30%	60%
Azure Architect	\$ 61.00	\$ 71.50	\$ 86.01	\$ 120.12	30%	60%	\$ 71.51	\$ 79.40	\$ 100.83	\$ 133.39	30%	60%	\$ 79.41	\$ 116.00	\$ 111.97	\$ 194.88	30%	60%
Banner Consultant	\$ 26.00	\$ 42.60	\$ 36.66	\$ 71.57	30%	60%	\$ 42.61	\$ 48.50	\$ 60.08	\$ 81.48	30%	60%	\$ 48.51	\$ 66.00	\$ 68.40	\$ 110.88	30%	60%
BigData Specialist	\$ 56.00	\$ 68.41	\$ 78.96	\$ 114.93	30%	60%	\$ 68.42	\$ 76.00	\$ 96.47	\$ 127.68	30%	60%	\$ 76.01	\$ 90.00	\$ 107.17	\$ 164.64	30%	60%
Block Chain Consultant	\$ 40.00	\$ 50.00	\$ 56.40	\$ 85.34	30%	60%	\$ 50.01	\$ 63.30	\$ 71.64	\$ 106.34	30%	60%	\$ 63.31	\$ 100.00	\$ 89.27	\$ 169.68	30%	60%
Business Analyst	\$ 35.00	\$ 46.00	\$ 49.35	\$ 77.28	30%	60%	\$ 46.00	\$ 62.00	\$ 63.45	\$ 104.16	30%	60%	\$ 62.00	\$ 75.00	\$ 87.42	\$ 126.00	30%	60%
Business Applications Analyst	\$ 40.00	\$ 50.00	\$ 56.40	\$ 84.00	30%	60%	\$ 50.00	\$ 65.00	\$ 77.55	\$ 109.20	30%	60%	\$ 65.00	\$ 75.00	\$ 91.65	\$ 126.00	30%	60%
Business Intelligence	\$ 45.00	\$ 50.00	\$ 63.45	\$ 84.00	30%	60%	\$ 60.00	\$ 80.00	\$ 77.55	\$ 109.20	30%	60%	\$ 80.00	\$ 90.00	\$ 91.65	\$ 117.60	30%	60%
Business Process Analyst	\$ 40.00	\$ 50.00	\$ 56.40	\$ 84.00	30%	60%	\$ 55.00	\$ 65.00	\$ 77.55	\$ 109.20	30%	60%	\$ 65.00	\$ 75.00	\$ 91.65	\$ 126.00	30%	60%
Business Process Consultant	\$ 45.00	\$ 55.00	\$ 63.45	\$ 92.40	30%	60%	\$ 60.00	\$ 70.00	\$ 84.60	\$ 117.60	30%	60%	\$ 70.00	\$ 85.00	\$ 98.70	\$ 142.80	30%	60%
Business Systems Analyst	\$ 40.00	\$ 50.00	\$ 56.40	\$ 84.00	30%	60%	\$ 55.00	\$ 65.00	\$ 77.55	\$ 109.20	30%	60%	\$ 63.00	\$ 75.00	\$ 88.83	\$ 126.00	30%	60%
Business Systems Consultant	\$ 45.00	\$ 55.00	\$ 63.45	\$ 92.40	30%	60%	\$ 60.00	\$ 70.00	\$ 84.60	\$ 117.60	30%	60%	\$ 60.00	\$ 85.00	\$ 97.29	\$ 142.80	30%	60%
CCIE Engineer	\$ 58.00	\$ 68.75	\$ 81.78	\$ 115.50	30%	60%	\$ 68.75	\$ 75.00	\$ 90.24	\$ 126.00	30%	60%	\$ 71.00	\$ 84.38	\$ 100.11	\$ 141.76	30%	60%
CCNA	\$ 43.00	\$ 50.00	\$ 60.63	\$ 84.00	30%	60%	\$ 48.00	\$ 65.00	\$ 67.68	\$ 109.20	30%	60%	\$ 62.00	\$ 75.00	\$ 87.42	\$ 126.00	30%	60%
CCNP	\$ 47.00	\$ 60.00	\$ 66.27	\$ 100.80	30%	60%	\$ 55.00	\$ 65.00	\$ 77.55	\$ 109.20	30%	60%	\$ 65.00	\$ 80.00	\$ 91.65	\$ 134.40	30%	60%
Chatbot Developer	\$ 46.00	\$ 58.00	\$ 64.86	\$ 97.44	30%	60%	\$ 58.01	\$ 70.70	\$ 81.79	\$ 118.78	30%	60%	\$ 70.71	\$ 104.00	\$ 98.70	\$ 174.72	30%	60%
CI-CD manager	\$ 44.00	\$ 51.50	\$ 62.04	\$ 85.52	30%	60%	\$ 51.51	\$ 56.00	\$ 72.63	\$ 94.08	30%	60%	\$ 57.01	\$ 81.00	\$ 80.38	\$ 136.08	30%	60%
Cloud Architect	\$ 51.00	\$ 71.50	\$ 71.91	\$ 120.12	30%	60%	\$ 71.51	\$ 79.40	\$ 100.83	\$ 133.39	30%	60%	\$ 79.41	\$ 116.00	\$ 111.97	\$ 194.88	30%	60%
Cloud Architect (AWS/ Azure/ Google)	\$ 51.00	\$ 71.50	\$ 71.91	\$ 120.12	30%	60%	\$ 71.51	\$ 79.40	\$ 100.83	\$ 133.39	30%	60%	\$ 79.41	\$ 116.00	\$ 111.97	\$ 194.88	30%	60%
Cloud Engineer	\$ 46.00	\$ 61.50	\$ 64.86	\$ 103.32	30%	60%	\$ 61.51	\$ 73.80	\$ 86.73	\$ 123.98	30%	60%	\$ 73.81	\$ 101.00	\$ 103.30	\$ 169.68	30%	60%
Cloud Specialist	\$ 51.00	\$ 66.00	\$ 71.91	\$ 110.88	30%	60%	\$ 66.01	\$ 74.90	\$ 93.07	\$ 125.83	30%	60%	\$ 74.91	\$ 86.00	\$ 105.62	\$ 144.48	30%	60%
Cloud Systems Consultant	\$ 51.00	\$ 64.00	\$ 71.91	\$ 107.52	30%	60%	\$ 64.01	\$ 71.00	\$ 90.25	\$ 119.28	30%	60%	\$ 71.01	\$ 86.00	\$ 100.12	\$ 144.48	30%	60%
COBOL	\$ 45.00	\$ 55.00	\$ 63.45	\$ 92.40	30%	60%	\$ 55.00	\$ 65.00	\$ 77.55	\$ 109.20	30%	60%	\$ 65.00	\$ 75.00	\$ 91.65	\$ 126.00	30%	60%
Computer Operations Analyst	\$ 22.00	\$ 30.00	\$ 31.02	\$ 50.40	30%	60%	\$ 24.00	\$ 35.00	\$ 33.84	\$ 58.80	30%	60%	\$ 28.00	\$ 45.00	\$ 39.48	\$ 75.60	30%	60%
Computer Operations Tech	\$ 18.00	\$ 30.00	\$ 25.38	\$ 50.40	30%	60%	\$ 24.00	\$ 35.00	\$ 33.84	\$ 58.80	30%	60%	\$ 28.00	\$ 45.00	\$ 39.48	\$ 75.60	30%	60%
Computer Programmer	\$ 41.00	\$ 49.10	\$ 57.81	\$ 82.49	30%	60%	\$ 49.11	\$ 58.10	\$ 69.25	\$ 97.61	30%	60%	\$ 58.11	\$ 75.00	\$ 81.94	\$ 126.00	30%	60%
CRM Specialist (MS Dynamics/ Salesforce etc.)	\$ 31.00	\$ 38.00	\$ 43.71	\$ 63.84	30%	60%	\$ 38.01	\$ 50.50	\$ 53.59	\$ 84.84	30%	60%	\$ 50.51	\$ 71.00	\$ 71.22	\$ 119.28	30%	60%
CX Interaction Designer	\$ 45.00	\$ 55.00	\$ 63.45	\$ 92.40	30%	60%	\$ 55.00	\$ 65.00	\$ 77.55	\$ 109.20	30%	60%	\$ 63.00	\$ 75.00	\$ 88.83	\$ 126.00	30%	60%
CX Producer	\$ 45.00	\$ 55.00	\$ 63.45	\$ 92.40	30%	60%	\$ 55.00	\$ 65.00	\$ 77.55	\$ 109.20	30%	60%	\$ 63.00	\$ 75.00	\$ 88.83	\$ 126.00	30%	60%
CX Senior Producer	\$ 50.00	\$ 55.00	\$ 70.50	\$ 92.40	30%	60%	\$ 60.00	\$ 65.00	\$ 84.60	\$ 109.20	30%	60%	\$ 63.00	\$ 80.00	\$ 88.83	\$ 134.40	30%	60%
Cyber Security	\$ 27.00	\$ 41.00	\$ 38.07	\$ 68.88	30%	60%	\$ 41.01	\$ 55.00	\$ 57.82	\$ 92.40	30%	60%	\$ 55.01	\$ 75.00	\$ 77.56	\$ 127.68	30%	60%
Cyber Security Analyst	\$ 27.00	\$ 41.00	\$ 38.07	\$ 68.88	30%	60%	\$ 41.01	\$ 55.00	\$ 57.82	\$ 92.40	30%	60%	\$ 55.01	\$ 75.00	\$ 77.56	\$ 127.68	30%	60%
Cyber Security Engineer	\$ 38.00	\$ 54.00	\$ 53.58	\$ 90.72	30%	60%	\$ 54.01	\$ 68.40	\$ 76.15	\$ 124.90	30%	60%	\$ 68.41	\$ 101.00	\$ 96.46	\$ 169.68	30	



Eclipsys - Go Live Support	\$ 50.00	\$ 60.00	\$ 70.50	\$ 100.80	30%	60%	\$ 58.00	\$ 70.00	\$ 81.78	\$ 117.60	30%	60%	\$ 68.00	\$ 80.00	\$ 95.88	\$ 134.40	30%	60%
Eclipsys - Principal Trainer	\$ 50.00	\$ 60.00	\$ 70.50	\$ 100.80	30%	60%	\$ 58.00	\$ 70.00	\$ 81.78	\$ 117.60	30%	60%	\$ 68.00	\$ 80.00	\$ 95.88	\$ 134.40	30%	60%
Eclipsys - Program Manager	\$ 58.00	\$ 70.00	\$ 81.78	\$ 117.60	30%	60%	\$ 68.00	\$ 80.00	\$ 95.88	\$ 134.40	30%	60%	\$ 78.00	\$ 90.00	\$ 109.98	\$ 151.20	30%	60%
Eclipsys - Project Manager	\$ 55.00	\$ 65.00	\$ 77.55	\$ 109.20	30%	60%	\$ 62.00	\$ 75.00	\$ 87.42	\$ 126.00	30%	60%	\$ 73.00	\$ 85.00	\$ 102.93	\$ 142.80	30%	60%
Eclipsys - Trainer	\$ 40.00	\$ 50.00	\$ 56.40	\$ 84.00	30%	60%	\$ 48.00	\$ 60.00	\$ 67.68	\$ 100.80	30%	60%	\$ 58.00	\$ 70.00	\$ 81.78	\$ 117.60	30%	60%
E-Commerce Specialist	\$ 45.00	\$ 55.00	\$ 63.45	\$ 92.40	30%	60%	\$ 48.00	\$ 60.00	\$ 67.68	\$ 100.80	30%	60%	\$ 58.00	\$ 70.00	\$ 81.78	\$ 117.60	30%	60%
EDW Architect	\$ 46.00	\$ 55.00	\$ 64.86	\$ 93.24	30%	60%	\$ 55.51	\$ 74.25	\$ 78.27	\$ 124.74	30%	60%	\$ 74.26	\$ 91.00	\$ 104.71	\$ 148.80	30%	60%
EMR Implementation Strategic Advisor	\$ 27.00	\$ 36.50	\$ 38.07	\$ 61.32	30%	60%	\$ 36.51	\$ 45.70	\$ 51.48	\$ 76.78	30%	60%	\$ 45.70	\$ 56.00	\$ 64.44	\$ 94.08	30%	60%
Engagement Delivery Coordinator	\$ 26.00	\$ 34.80	\$ 36.66	\$ 58.46	30%	60%	\$ 34.81	\$ 38.20	\$ 49.08	\$ 64.18	30%	60%	\$ 38.21	\$ 46.00	\$ 53.88	\$ 77.28	30%	60%
Engagement Director	\$ 46.00	\$ 55.00	\$ 64.86	\$ 93.24	30%	60%	\$ 55.51	\$ 60.40	\$ 78.27	\$ 101.47	30%	60%	\$ 60.41	\$ 71.00	\$ 85.18	\$ 119.28	30%	60%
Engagement Manager	\$ 41.00	\$ 49.30	\$ 57.81	\$ 82.62	30%	60%	\$ 49.31	\$ 56.40	\$ 69.53	\$ 94.08	30%	60%	\$ 56.01	\$ 66.00	\$ 78.97	\$ 110.88	30%	60%
Enterprise Cloud Architect	\$ 46.00	\$ 53.40	\$ 64.86	\$ 89.71	30%	60%	\$ 53.41	\$ 58.30	\$ 75.31	\$ 97.94	30%	60%	\$ 58.31	\$ 75.90	\$ 82.22	\$ 127.51	30%	60%
ERP Functional Consultant	\$ 38.00	\$ 45.10	\$ 53.58	\$ 75.77	30%	60%	\$ 45.11	\$ 49.30	\$ 63.61	\$ 82.82	30%	60%	\$ 49.31	\$ 68.00	\$ 69.53	\$ 114.24	30%	60%
ERP Solution Architect	\$ 46.00	\$ 53.40	\$ 64.86	\$ 89.71	30%	60%	\$ 53.41	\$ 59.10	\$ 75.31	\$ 99.29	30%	60%	\$ 59.11	\$ 71.00	\$ 83.35	\$ 119.28	30%	60%
FIHR - HL7 Architect	\$ 46.00	\$ 53.40	\$ 64.86	\$ 89.71	30%	60%	\$ 53.41	\$ 59.10	\$ 75.31	\$ 99.29	30%	60%	\$ 59.11	\$ 71.00	\$ 83.35	\$ 119.28	30%	60%
Fullstack Developer	\$ 38.00	\$ 46.10	\$ 53.58	\$ 77.45	30%	60%	\$ 46.11	\$ 65.00	\$ 65.02	\$ 109.20	30%	60%	\$ 55.21	\$ 86.00	\$ 77.85	\$ 144.48	30%	60%
Functional Configuration Analyst	\$ 42.00	\$ 55.00	\$ 59.22	\$ 92.40	30%	60%	\$ 50.00	\$ 65.00	\$ 70.50	\$ 109.20	30%	60%	\$ 58.00	\$ 85.00	\$ 81.78	\$ 142.80	30%	60%
Functional ERP Consultant - Intermediate	\$ 70.00	\$ 80.00	\$ 98.70	\$ 134.40	30%	60%	\$ 75.00	\$ 90.00	\$ 105.75	\$ 151.20	30%	60%	\$ 85.00	\$ 100.00	\$ 119.85	\$ 168.00	30%	60%
Hadoop Specialist	\$ 46.00	\$ 55.00	\$ 64.86	\$ 93.91	30%	60%	\$ 55.91	\$ 72.00	\$ 78.83	\$ 120.96	30%	60%	\$ 72.00	\$ 90.00	\$ 101.52	\$ 151.20	30%	60%
Healthcare Application Consultant	\$ 58.00	\$ 70.00	\$ 81.78	\$ 117.60	30%	60%	\$ 65.00	\$ 80.00	\$ 91.65	\$ 134.40	30%	60%	\$ 75.00	\$ 90.00	\$ 105.75	\$ 151.20	30%	60%
Healthcare Application Consultant - Decision Support & Reporting	\$ 58.00	\$ 70.00	\$ 81.78	\$ 117.60	30%	60%	\$ 65.00	\$ 80.00	\$ 91.65	\$ 134.40	30%	60%	\$ 75.00	\$ 90.00	\$ 105.75	\$ 151.20	30%	60%
Healthcare Application Consultant - Clinical Applications	\$ 58.00	\$ 70.00	\$ 81.78	\$ 117.60	30%	60%	\$ 65.00	\$ 80.00	\$ 91.65	\$ 134.40	30%	60%	\$ 75.00	\$ 90.00	\$ 105.75	\$ 151.20	30%	60%
Healthcare Application Consultant- Practice Management Applications	\$ 58.00	\$ 70.00	\$ 81.78	\$ 117.60	30%	60%	\$ 65.00	\$ 80.00	\$ 91.65	\$ 134.40	30%	60%	\$ 75.00	\$ 90.00	\$ 105.75	\$ 151.20	30%	60%
Healthcare Application Consultant- Revenue Cycle Applications	\$ 58.00	\$ 70.00	\$ 81.78	\$ 117.60	30%	60%	\$ 65.00	\$ 80.00	\$ 91.65	\$ 134.40	30%	60%	\$ 75.00	\$ 90.00	\$ 105.75	\$ 151.20	30%	60%
Healthcare Application Consultant-Meaningful Use	\$ 58.00	\$ 70.00	\$ 81.78	\$ 117.60	30%	60%	\$ 65.00	\$ 80.00	\$ 91.65	\$ 134.40	30%	60%	\$ 75.00	\$ 90.00	\$ 105.75	\$ 151.20	30%	60%
Healthcare Integration Specialist	\$ 65.00	\$ 75.00	\$ 91.65	\$ 126.00	30%	60%	\$ 75.00	\$ 85.00	\$ 105.75	\$ 142.80	30%	60%	\$ 82.00	\$ 95.00	\$ 115.62	\$ 159.60	30%	60%
Healthcare IT Project Management	\$ 45.00	\$ 55.00	\$ 63.45	\$ 92.40	30%	60%	\$ 55.00	\$ 70.00	\$ 77.55	\$ 117.60	30%	60%	\$ 68.00	\$ 90.00	\$ 95.88	\$ 151.20	30%	60%
Healthcare IT Project Management - Director	\$ 70.00	\$ 80.00	\$ 98.70	\$ 134.40	30%	60%	\$ 80.00	\$ 90.00	\$ 112.80	\$ 151.20	30%	60%	\$ 86.00	\$ 110.00	\$ 121.26	\$ 184.80	30%	60%
Healthcare IT Strategy Planning	\$ 45.00	\$ 55.00	\$ 63.45	\$ 92.40	30%	60%	\$ 55.00	\$ 65.00	\$ 77.55	\$ 109.20	30%	60%	\$ 60.00	\$ 85.00	\$ 84.60	\$ 142.80	30%	60%
HIM Manager	\$ 70.00	\$ 85.00	\$ 98.70	\$ 142.80	30%	60%	\$ 77.00	\$ 95.00	\$ 108.57	\$ 159.60	30%	60%	\$ 90.00	\$ 105.00	\$ 126.90	\$ 178.40	30%	60%
HIPAA Compliant Consultant	\$ 41.00	\$ 50.00	\$ 57.81	\$ 85.01	30%	60%	\$ 57.81	\$ 65.00	\$ 71.36	\$ 98.00	30%	60%	\$ 71.36	\$ 81.00	\$ 87.99	\$ 124.80	30%	60%
HubSpot Implementation Specialist	\$ 26.00	\$ 31.50	\$ 36.66	\$ 52.92	30%	60%	\$ 31.51	\$ 36.00	\$ 44.43	\$ 60.50	30%	60%	\$ 36.02	\$ 51.00	\$ 50.79	\$ 85.68	30%	60%
IAM Architect	\$ 46.00	\$ 54.50	\$ 64.86	\$ 91.56	30%	60%	\$ 54.51	\$ 61.30	\$ 76.86	\$ 102.98	30%	60%	\$ 61.31	\$ 81.00	\$ 86.45	\$ 136.08	30%	60%
IAM Manager	\$ 41.00	\$ 53.90	\$ 57.81	\$ 90.55	30%	60%	\$ 53.91	\$ 60.80	\$ 76.01	\$ 102.14	30%	60%	\$ 60.81	\$ 81.00	\$ 85.74	\$ 136.08	30%	60%
Implementation Cons	\$ 55.00	\$ 60.00	\$ 77.55	\$ 100.80	30%	60%	\$ 65.00	\$ 75.00	\$ 91.65	\$ 126.00	30%	60%	\$ 70.00	\$ 95.00	\$ 98.70	\$ 159.60	30%	60%
Implementation Mgr	\$ 65.00	\$ 75.00	\$ 91.65	\$ 126.00	30%	60%	\$ 75.00	\$ 85.00	\$ 105.75	\$ 142.80	30%	60%	\$ 82.00	\$ 95.00	\$ 115.62	\$ 159.60	30%	60%
Info Security Analyst	\$ 42.00	\$ 50.00	\$ 59.22	\$ 84.00	30%	60%	\$ 48.00	\$ 55.00	\$ 67.68	\$ 92.40	30%	60%	\$ 52.00	\$ 65.00	\$ 73.32	\$ 109.20	30%	60%
Info Security Engineer	\$ 50.00	\$ 60.00	\$ 70.50	\$ 100.80	30%	60%	\$ 65.00	\$ 75.00	\$ 91.65	\$ 126.00	30%	60%	\$ 70.00	\$ 85.00	\$ 98.70	\$ 142.80	30%	60%
Infrastructure Core Services Specialist	\$ 45.00	\$ 55.00	\$ 63.45	\$ 92.40	30%	60%	\$ 57.81	\$ 82.62	\$ 92.40	\$ 144.48	30%	60%	\$ 68.00	\$ 90.00	\$ 95.88	\$ 151.20	30%	60%
Instructional Designer	\$ 38.00	\$ 45.40	\$ 53.58	\$ 76.27	30%	60%	\$ 45.41	\$ 53.20	\$ 64.03	\$ 89.38	30%	60%	\$ 53.21	\$ 71.00	\$ 75.00	\$ 119.28	30%	60%
Integration Specialist	\$ 36.00	\$ 44.20	\$ 50.76	\$ 74.26	30%	60%	\$ 44.21	\$ 50.80	\$ 62.34	\$ 85.34	30%	60%	\$ 50.81	\$ 65.90	\$ 71.64	\$ 110.71	30%	60%
IT Engineer	\$ 45.00	\$ 55.00	\$ 63.45	\$ 92.40	30%	60%	\$ 53.00	\$ 65.00	\$ 74.73	\$ 109.20	30%	60%	\$ 63.00	\$ 75.00	\$ 88.83	\$ 126.00	30%	60%
IT Analyst	\$ 38.00	\$ 45.00	\$ 53.58	\$ 75.60	30%	60%	\$ 45.00	\$ 65.00	\$ 63.45	\$ 109.20	30%	60%	\$ 63.00	\$ 75.00	\$ 88.83	\$ 126.00	30%	60%
IT Consulting Partner/Principal	\$ 44.00	\$ 54.00	\$ 62.04	\$ 90.72	30%	60%	\$ 54.00	\$ 73.00	\$ 76.14	\$ 122.64	30%	60%	\$ 73.00	\$ 86.00	\$ 102.93	\$ 144.48	30%	60%
IT Contract Administrator	\$ 30.00	\$ 35.00	\$ 42.30	\$ 58.80	30%	60%	\$ 35.00	\$ 40.00	\$ 49.35	\$ 67.20	30%	60%	\$ 38.00	\$ 45.00	\$ 53.58	\$ 75.60	30%	60%
IT Manager	\$ 60.00	\$ 80.00	\$ 84.60	\$ 134.40	30%	60%	\$ 70.00	\$ 90.00	\$ 98.70	\$ 151.20	30%	60%	\$ 85.00	\$ 110.00	\$ 119.85	\$ 184.80	30%	60%
IT PMO Consultant	\$ 45.00	\$ 55.00	\$ 63.45	\$ 92.40	30%	60%	\$ 55.00	\$ 70.00	\$ 77.55	\$ 117.60	30%	60%	\$ 68.00	\$ 90.00	\$ 95.88	\$ 151.20	30%	60%
IT Project Manager	\$ 45.00	\$ 55.00	\$ 63.45	\$ 92.40	30%	60%	\$ 55.00	\$ 70.00	\$ 77.55	\$ 117.60	30%	60%	\$ 68.00	\$ 90.00	\$ 95.88	\$ 151.20	30%	60%
IT Security	\$ 45.00	\$ 55.00	\$ 63.45	\$ 92.40	30%	60%	\$ 55.00	\$ 70.00	\$ 77.55	\$ 117.60	30%	60%	\$ 68.00	\$ 90.00	\$ 95.88	\$ 151.20	30%	60%
IT Security Engineer	\$ 55.00	\$ 65.00	\$ 77.55	\$ 109.20	30%	60%	\$ 65.00	\$ 75.00	\$ 91.65	\$ 127.68	30%	60%	\$ 76.00	\$ 101.00	\$ 107.16	\$ 169.68	30%	60%
LAN Security Specialist	\$ 41.00	\$ 51.00	\$ 57.81	\$ 85.68	30%	60%	\$ 51.00	\$ 61.00	\$ 71.91	\$ 102.48	30%	60%	\$ 61.00	\$ 76.00	\$ 86.01	\$ 127.68	30%	60%
LMS Administrator	\$ 40.00	\$ 50.00	\$ 56.40	\$ 84.00	30%	60%	\$ 46.00	\$ 56.00	\$ 64.86	\$ 94.08	30%	60%	\$ 56.00	\$ 71.00	\$ 78.96	\$ 119.28	30%	60%
Machine Learning Consultant	\$ 55.00	\$ 65.00	\$ 77.55	\$ 109.20	30%	60%	\$ 66.00	\$ 76.00	\$ 93.06	\$ 127.68	30%	60%	\$ 76.00	\$ 95.00	\$ 107.16	\$ 159.60	30%	60%
Mainframe - Operating System	\$ 45.00	\$ 50.00	\$ 63.45	\$ 84.00	30%	60%	\$ 50.00	\$ 60.00	\$ 70.50	\$ 100.80	30%	60%	\$ 57.00	\$ 75.00	\$ 80.37	\$ 126.00	30%	60%
Mainframe - Operations	\$ 45.00	\$ 50.00	\$ 63.45	\$ 84.00	30%	60%	\$ 50.00	\$ 60.00	\$ 70.50	\$ 100.80	30%	60%	\$ 57.00	\$ 75.00	\$ 80.37	\$ 126.00	30%	60%
Mainframe Security	\$ 50.00	\$ 55.00	\$ 70.50	\$ 92.40	30%	60%	\$ 55.00	\$ 65.00	\$ 77.55	\$ 109.20	30%	60%	\$ 63.00	\$ 80.00	\$ 88.83	\$ 134.40	30%	60%
Mainframe Support	\$ 45.00	\$ 50.00	\$ 63.45	\$ 84.00	30%	60%	\$ 50.00	\$ 60.00	\$ 70.50	\$ 100.80	30%	60%	\$ 57.00	\$ 75.00	\$ 80.37	\$ 126.00	30%	60%
Management Consultant	\$ 61.00	\$ 71.00	\$ 86.01	\$ 119.28	30%	60%	\$ 68											



Purchasing Agreement # 2021003051

System Architect	\$ 50.00	\$ 60.00	\$ 70.50	\$ 100.80	30%	60%	\$ 58.00	\$ 80.00	\$ 81.78	\$ 134.40	30%	60%	\$ 75.00	\$ 95.00	\$ 105.75	\$ 159.60	30%	60%
System Engineer	\$ 45.00	\$ 55.00	\$ 63.45	\$ 92.40	30%	60%	\$ 54.00	\$ 65.00	\$ 76.14	\$ 109.20	30%	60%	\$ 62.00	\$ 75.00	\$ 87.42	\$ 126.00	30%	60%
System Engineering and Administration	\$ 40.00	\$ 45.00	\$ 56.40	\$ 75.60	30%	60%	\$ 45.00	\$ 50.00	\$ 63.45	\$ 84.00	30%	60%	\$ 48.00	\$ 60.00	\$ 67.68	\$ 100.80	30%	60%
System Integrator	\$ 36.00	\$ 46.00	\$ 50.76	\$ 77.28	30%	60%	\$ 46.00	\$ 56.00	\$ 64.86	\$ 94.08	30%	60%	\$ 56.00	\$ 66.00	\$ 78.96	\$ 110.88	30%	60%
System QA Analyst	\$ 40.00	\$ 45.00	\$ 56.40	\$ 75.60	30%	60%	\$ 45.00	\$ 50.00	\$ 63.45	\$ 84.00	30%	60%	\$ 48.00	\$ 55.00	\$ 67.68	\$ 92.40	30%	60%
System/Software Analyst	\$ 40.00	\$ 50.00	\$ 56.40	\$ 84.00	30%	60%	\$ 50.00	\$ 65.00	\$ 70.50	\$ 109.20	30%	60%	\$ 63.00	\$ 75.00	\$ 88.83	\$ 126.00	30%	60%
Systems Analyst	\$ 40.00	\$ 50.00	\$ 56.40	\$ 84.00	30%	60%	\$ 50.00	\$ 65.00	\$ 70.50	\$ 109.20	30%	60%	\$ 63.00	\$ 75.00	\$ 88.83	\$ 126.00	30%	60%
Systems Analyst	\$ 41.00	\$ 51.00	\$ 57.81	\$ 85.68	30%	60%	\$ 51.00	\$ 61.00	\$ 71.91	\$ 102.48	30%	60%	\$ 61.00	\$ 71.00	\$ 86.01	\$ 119.28	30%	60%
Systems Engineer	\$ 46.00	\$ 56.00	\$ 64.86	\$ 94.08	30%	60%	\$ 56.00	\$ 66.00	\$ 78.96	\$ 110.88	30%	60%	\$ 66.00	\$ 76.00	\$ 93.06	\$ 127.68	30%	60%
Systems Support Analyst	\$ 40.00	\$ 50.00	\$ 56.40	\$ 84.00	30%	60%	\$ 50.00	\$ 65.00	\$ 70.50	\$ 109.20	30%	60%	\$ 63.00	\$ 75.00	\$ 88.83	\$ 126.00	30%	60%
Tech Project Coordinator	\$ 30.00	\$ 35.00	\$ 42.30	\$ 58.80	30%	60%	\$ 34.00	\$ 45.00	\$ 47.94	\$ 75.60	30%	60%	\$ 42.00	\$ 50.00	\$ 59.22	\$ 84.00	30%	60%
TECH-066 PeopleSoft Developer	\$ 50.00	\$ 60.00	\$ 70.50	\$ 100.80	30%	60%	\$ 58.00	\$ 75.00	\$ 81.78	\$ 126.00	30%	60%	\$ 72.00	\$ 90.00	\$ 101.52	\$ 151.20	30%	60%
Technical Area Manager	\$ 51.00	\$ 61.00	\$ 71.91	\$ 102.48	30%	60%	\$ 61.00	\$ 71.00	\$ 86.01	\$ 119.28	30%	60%	\$ 71.00	\$ 81.00	\$ 100.11	\$ 136.08	30%	60%
Technical Consultant	\$ 55.00	\$ 60.00	\$ 77.55	\$ 100.80	30%	60%	\$ 60.00	\$ 75.00	\$ 84.60	\$ 126.00	30%	60%	\$ 72.00	\$ 90.00	\$ 101.52	\$ 151.20	30%	60%
Technical Developer	\$ 45.00	\$ 55.00	\$ 63.45	\$ 92.40	30%	60%	\$ 55.00	\$ 65.00	\$ 77.55	\$ 109.20	30%	60%	\$ 62.00	\$ 85.00	\$ 87.42	\$ 142.80	30%	60%
Technical Editor/Writer	\$ 30.00	\$ 35.00	\$ 42.30	\$ 58.80	30%	60%	\$ 35.00	\$ 55.00	\$ 49.35	\$ 92.40	30%	60%	\$ 53.00	\$ 65.00	\$ 74.73	\$ 109.20	30%	60%
Technical ERP Consultant	\$ 55.00	\$ 60.00	\$ 77.55	\$ 100.80	30%	60%	\$ 60.00	\$ 75.00	\$ 84.60	\$ 126.00	30%	60%	\$ 73.00	\$ 90.00	\$ 102.93	\$ 151.20	30%	60%
Technical Manager	\$ 60.00	\$ 70.00	\$ 84.60	\$ 117.60	30%	60%	\$ 68.00	\$ 80.00	\$ 95.88	\$ 134.40	30%	60%	\$ 77.00	\$ 90.00	\$ 108.57	\$ 151.20	30%	60%
Technical Project Manager	\$ 45.00	\$ 55.00	\$ 63.45	\$ 92.40	30%	60%	\$ 52.00	\$ 70.00	\$ 73.32	\$ 117.60	30%	60%	\$ 68.00	\$ 90.00	\$ 95.88	\$ 151.20	30%	60%
Technical Quality Monitor	\$ 45.00	\$ 50.00	\$ 63.45	\$ 84.00	30%	60%	\$ 50.00	\$ 60.00	\$ 70.50	\$ 100.80	30%	60%	\$ 58.00	\$ 75.00	\$ 81.78	\$ 126.00	30%	60%
Technical Service Specialist	\$ 30.00	\$ 35.00	\$ 42.30	\$ 58.80	30%	60%	\$ 35.00	\$ 40.00	\$ 49.35	\$ 67.20	30%	60%	\$ 38.00	\$ 50.00	\$ 53.58	\$ 84.00	30%	60%
Technical Specialist	\$ 30.00	\$ 35.00	\$ 42.30	\$ 58.80	30%	60%	\$ 35.00	\$ 40.00	\$ 49.35	\$ 67.20	30%	60%	\$ 38.00	\$ 50.00	\$ 53.58	\$ 84.00	30%	60%
Technical Writer	\$ 30.00	\$ 35.00	\$ 42.30	\$ 58.80	30%	60%	\$ 35.00	\$ 55.00	\$ 49.35	\$ 92.40	30%	60%	\$ 53.00	\$ 65.00	\$ 74.73	\$ 109.20	30%	60%
Telehealth Specialist	\$ 21.00	\$ 26.00	\$ 29.61	\$ 43.68	30%	60%	\$ 26.00	\$ 36.00	\$ 36.66	\$ 60.48	30%	60%	\$ 36.00	\$ 46.00	\$ 50.76	\$ 77.28	30%	60%
Telepresence Engineer	\$ 45.00	\$ 55.00	\$ 63.45	\$ 92.40	30%	60%	\$ 53.00	\$ 65.00	\$ 74.73	\$ 109.20	30%	60%	\$ 63.00	\$ 75.00	\$ 88.83	\$ 126.00	30%	60%
Testing - System Tester/HP LoadRunner	\$ 45.00	\$ 50.00	\$ 63.45	\$ 84.00	30%	60%	\$ 50.00	\$ 60.00	\$ 70.50	\$ 100.80	30%	60%	\$ 58.00	\$ 75.00	\$ 81.78	\$ 126.00	30%	60%
Training - E-Learning Course Development	\$ 30.00	\$ 40.00	\$ 42.30	\$ 67.20	30%	60%	\$ 38.00	\$ 50.00	\$ 53.58	\$ 84.00	30%	60%	\$ 48.00	\$ 55.00	\$ 67.68	\$ 92.40	30%	60%
UX/UI Designer	\$ 41.00	\$ 51.00	\$ 57.81	\$ 85.68	30%	60%	\$ 51.00	\$ 61.00	\$ 71.91	\$ 102.48	30%	60%	\$ 61.00	\$ 71.00	\$ 86.01	\$ 119.28	30%	60%
Vice President/Managing Director	\$ 85.00	\$ 95.00	\$ 119.85	\$ 159.60	30%	60%	\$ 92.00	\$ 105.00	\$ 129.72	\$ 176.40	30%	60%	\$ 100.00	\$ 115.00	\$ 141.00	\$ 193.20	30%	60%
Voice Engineer	\$ 45.00	\$ 55.00	\$ 63.45	\$ 92.40	30%	60%	\$ 53.00	\$ 65.00	\$ 74.73	\$ 109.20	30%	60%	\$ 62.00	\$ 75.00	\$ 87.42	\$ 126.00	30%	60%
Web Analytics	\$ 36.00	\$ 41.00	\$ 50.76	\$ 68.88	30%	60%	\$ 41.00	\$ 46.00	\$ 57.81	\$ 77.28	30%	60%	\$ 46.00	\$ 56.00	\$ 64.86	\$ 94.08	30%	60%
Web Design & Development- HTML/XML/CSS/JavaScript/Query	\$ 30.00	\$ 40.00	\$ 42.30	\$ 67.20	30%	60%	\$ 38.00	\$ 50.00	\$ 53.58	\$ 84.00	30%	60%	\$ 48.00	\$ 65.00	\$ 67.68	\$ 109.20	30%	60%
Web Designer- Graphic Artist & UI Design	\$ 30.00	\$ 40.00	\$ 42.30	\$ 67.20	30%	60%	\$ 38.00	\$ 50.00	\$ 53.58	\$ 84.00	30%	60%	\$ 48.00	\$ 65.00	\$ 67.68	\$ 109.20	30%	60%
Web Developer	\$ 45.00	\$ 55.00	\$ 63.45	\$ 92.40	30%	60%	\$ 53.00	\$ 65.00	\$ 74.73	\$ 109.20	30%	60%	\$ 63.00	\$ 80.00	\$ 88.83	\$ 142.80	30%	60%
Web Information Architect	\$ 50.00	\$ 60.00	\$ 70.50	\$ 100.80	30%	60%	\$ 58.00	\$ 70.00	\$ 81.78	\$ 117.60	30%	60%	\$ 68.00	\$ 80.00	\$ 95.88	\$ 134.40	30%	60%
Web Security & Accessibility - Security/ADA/Section 508Compliance	\$ 45.00	\$ 55.00	\$ 63.45	\$ 92.40	30%	60%	\$ 53.00	\$ 65.00	\$ 74.73	\$ 109.20	30%	60%	\$ 63.00	\$ 80.00	\$ 88.83	\$ 134.40	30%	60%
Web Security Analyst	\$ 45.00	\$ 50.00	\$ 63.45	\$ 84.00	30%	60%	\$ 48.00	\$ 55.00	\$ 67.68	\$ 92.40	30%	60%	\$ 53.00	\$ 65.00	\$ 74.73	\$ 109.20	30%	60%
Web SITE Administrator	\$ 40.00	\$ 55.00	\$ 56.40	\$ 92.40	30%	60%	\$ 53.00	\$ 65.00	\$ 74.73	\$ 109.20	30%	60%	\$ 63.00	\$ 70.00	\$ 88.83	\$ 117.60	30%	60%
Web Site Security Consultant	\$ 55.00	\$ 60.00	\$ 77.55	\$ 100.80	30%	60%	\$ 60.00	\$ 75.00	\$ 84.60	\$ 126.00	30%	60%	\$ 73.00	\$ 95.00	\$ 102.93	\$ 159.60	30%	60%
Web Support Engineer	\$ 45.00	\$ 55.00	\$ 63.45	\$ 92.40	30%	60%	\$ 55.00	\$ 65.00	\$ 77.55	\$ 109.20	30%	60%	\$ 65.00	\$ 80.00	\$ 91.65	\$ 134.40	30%	60%
Web Systems Analyst	\$ 40.00	\$ 50.00	\$ 56.40	\$ 84.00	30%	60%	\$ 50.00	\$ 65.00	\$ 70.50	\$ 109.20	30%	60%	\$ 63.00	\$ 75.00	\$ 88.83	\$ 126.00	30%	60%
Web Usability Specialist	\$ 50.00	\$ 55.00	\$ 70.50	\$ 92.40	30%	60%	\$ 53.00	\$ 65.00	\$ 74.73	\$ 109.20	30%	60%	\$ 65.00	\$ 80.00	\$ 91.65	\$ 134.40	30%	60%
Web/Internet Developer	\$ 45.00	\$ 50.00	\$ 63.45	\$ 84.00	30%	60%	\$ 48.00	\$ 55.00	\$ 67.68	\$ 92.40	30%	60%	\$ 53.00	\$ 70.00	\$ 74.73	\$ 117.60	30%	60%
WEBB Systems Engineer 4	\$ 50.00	\$ 60.00	\$ 70.50	\$ 100.80	30%	60%	\$ 58.00	\$ 80.00	\$ 81.78	\$ 134.40	30%	60%	\$ 78.00	\$ 95.00	\$ 109.98	\$ 159.60	30%	60%

**ATTACHMENT C – PROGRAM REQUIREMENTS*****Scope of Work*****A. Qualified Personnel**

Supplier shall provide, qualified, trained temporary staffing/professional services personnel, on an as-needed basis determined by the University. Receipt of award does not guarantee that the University will request any temporary staffing/professional services personnel during the period of the Agreement. The University reserves the right to assess and select the best-qualified temporary workers for each individual project from any one of the qualified services providers. A comprehensive resume shall be required for each candidate submitted by the supplier for consideration. References and previous employers listed on resumes may be contacted by the University as well as possible candidate background checks. The University agrees to be responsible for 1) any breach of its obligations for maintaining any personal information of the temporary employees in compliance with laws, statutes or regulations governing personal data and 2) any claims that arise that are related to its maintaining, handling or storing of such personal information of the temporary employees. The University reserves the right to reject any temporary staffing candidate proposed by supplier. Project work will be scheduled with a minimum of inconvenience to the University and conducted on-site during regular University hours.

B. Immigration & Naturalization Services Compliance

All temporary staffing personnel employed by supplier shall be US Citizens or legal aliens in accordance with the employment verification provisions of the Immigration and Nationality Act (INA), according to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) signed on September 30, 1996 and any revisions of such Act. It is the supplier's responsibility to verify legal alien's compliance to all current laws and regulations of the United States and state of California as they pertain to alien status and employment eligibility.

C. Guarantee of Appropriate Interview and Placement Standards

Supplier will ensure the quality of their Interview and Placement Standards. The University of California will not permit any of the following to occur:

1. Other individuals speaking for Candidates during live interviews.
2. Other individuals speaking for Candidates during taped interviews.
3. Replacement of Candidates with other Candidates after the Interview and Screening process has occurred and a Job Offer has been made.
4. Substitution of the Skill Sets of Candidates.
5. Falsification of information related to any Candidate.

If any of the Candidates have been falsely presented, represented, or put forth, The University of California will review the situation which may result in the Termination of the Agreement.

**D. Background Checks**

Supplier will arrange for background checks, verifications, references, and other investigations, as requested, as part of the overall assessment of candidates presented for consideration.

Supplier warrants that professional services staff, including staff who are located outside of the United States, or plan to relocate outside the United States as part of the Agreement, Supplier is solely responsible for complying with all local laws (including tax and payroll). Temporary Staff will have had a full background check initiated by Supplier and that the Temporary Staff will have no known criminal records or criminal charges which would in any way affect the ability of Temporary Staff, to discharge their responsibilities according to the highest ethical standards. Supplier is solely responsible for complying with all local laws (including tax and payroll). In addition, professional services staff will have a full background check to discharge their responsibilities in regard to patient and financial data and the systems that process such information. Background checks will include, but are not limited to, reference checks and criminal checks.

All felony and misdemeanor convictions (except marijuana related offenses greater than two years old) must be reported to the University and may result in the Temporary Staff being prohibited from performing work at the University. Acceptable background screening will consist of the last seven years residence and employment verification. The background screen will also include a criminal conviction records investigation conducted by any third-party agencies that adheres to the California Investigative Consumer Reporting Agencies Act. A criminal convictions records investigation will consist of a records search (documented by a written report retained by supplier) by the appropriate law enforcement or other local or state agency in each location in which the Temporary Staff has resided and worked in during at least seven years preceding the date of the criminal conviction records investigation. The University may require persons, before entering University premises, to complete a criminal convictions questionnaire. In the event that the University has grounds to believe that a Temporary Staff falsified his or her criminal convictions questionnaire in any way, such person will not perform any work for the University or enter onto the University premises. The University reserves the right, at its discretion, to request from supplier documentation of the completion of a criminal conviction records investigation for any Temporary Staff assigned to work on the University premises. Supplier's failure to have completed a criminal convictions investigation of any of its Temporary Staff in accordance with this clause will be grounds for immediate expulsion of the Temporary Staff and the University will have the right to terminate the Agreement both with respect to the Temporary Staff and supplier.

E. Duration of Assignments

The length of assignments will vary. Supplier's personnel may be required to sign confidentiality agreements depending on the nature of the access privilege granted. At the conclusion and/or termination of the assignment, the Supplier's employee shall return all property (such as keys, etc.) to the University's requesting department prior to departing



F. Right of Severance and Termination

The University shall have the right to request removal of any specific supplier temporary worker for the following:

- If the worker is deemed by the University to be incompetent or negligent based on worker's inability to execute the required project deliverables.
- For failure to adhere to University's standards, data protection policy or application, development methodology.
- For worker misconduct.

G. Right to Dismiss

If, in the sole discretion of the University's requester, the supplier personnel are deemed incompetent or negligent (based on the individual's inability to perform the assigned task or engagement in misconduct) the University will require the personnel to leave the premises and the department will immediately inform the supplier of its action.

The supplier hereby agrees that the University shall not be liable for any damage or cause of action arising out of the dismissal of supplier's personnel to the extent supplier violated applicable law and hereby agrees to indemnify, defend and hold harmless the University for such cause of action or damage brought by the supplier personnel against the University, which would arise out of such dismissal.

Supplier's personnel deemed unsatisfactory due to performance will be excluded from future assignments to the University based on but not limited to:

- Failure to demonstrate skills sufficient to perform duties assigned.
- Employee's noncompliance with the University's policies and/or procedures or other unprofessional conduct.
- Negative results on appropriate background checks.

H. Quality of Service Standards and Service Guaranty

Upon notification of unsatisfactory performance of a Candidate, a replacement will be provided and the charges for the initial Candidate will be removed from the University's Account.

Credits for unsatisfactory performance of a Candidate will be a minimum of forty (40) hours or five (5) business days.

The minimum Quality of Service Standards set forth above recognize that occasional errors are likely, however, the supplier further agrees to use Best Efforts to achieve a 100% Quality of Service Level.

Should the Quality Levels fall below the Minimum Standards and the supplier does not take corrective action within fourteen (14) days following the University of California notification, the University reserves the right to terminate the Agreement.

**I. Supplier Response Time**

Orders/releases for personnel services will be initiated by University requesters. Requests will be made as much in advance of the required start date as possible. Typically, requests will be made at least 48-72 hours in advance of need.

All information regarding reporting time and scope of assignment will be provided at the time of the initial call.

The supplier is required to decline request(s), or propose personnel, subject to the availability of qualified personnel, within 24 hours after receipt of the initial call.

J. Payments on Termination

If the University elects to terminate any temporary worker furnished by supplier for any reason, the University shall be responsible for payment of actual work hours performed by supplier worker or a minimum of four (4) hours, whichever is greater.

K. Worker Availability

Supplier furnished temporary workers shall be available between the hours of 8:00 AM and 5:00 PM, with an hour lunch break, with the possibility of work hour modifications for specially arranged circumstances. Workdays are typically eight (8) hours plus one hour for a meal break.

L. Work Week

A Work Week is generally forty (40) hours in length from Sunday midnight till the following Sunday midnight. The University will not pay premium rates for work beyond forty (40) hours in a Work Week.

M. University of California Holidays

Supplier furnished Temporary Staff will generally adhere to University's holiday schedule as referenced at

<https://www.ucop.edu/local-human-resources/op-life/holiday-calendar.html>.

N. Parking at the University

The University is not responsible for parking arrangements and parking fees for any temporary worker supplier may furnish under this order.

O. Vehicles

Supplier's temporary workers shall be required to use supplier owned vehicles or their own vehicles to reach job site locations of the University. Supplier's temporary workers



shall not operate university-owned vehicles.

P. CAL-OSHA

Supplier's temporary workers shall adhere to all CAL-OSHA regulations where and when applicable to their work environment.

Q. ID Badges

Supplier temporary workers may be required to wear University furnished ID badges dependent upon their project assignment and work location.

R. Supplier Training

The supplier shall be responsible for its own on-going employee-training program to keep supplier's temporary workers abreast of industry standards and developments.

S. Key Performance Indicators

The Key Performance Indicators (KPI's) are monitored through presentations in the Quarterly Business Reviews and the required activity reporting. The required Key Performance Indicators are:

1	On-Time Reporting (by UC Location and System):	99%
2	Response to Initial Order:	Within (4) Hours
3	Placement of Short-Term (Under Six (6) Months) or Long-Term Positions (Over Six (6) Months):	Within (1) Business Day
4	RUSH Placements:	Within the Same Business Day
5	Customer Service Satisfaction	99%
6	Request for Reports:	Within (5) Business Day
7	Placement Accuracy:	100%
8	Invoice/Billing Accuracy:	99%

T. Subcontracting

Supplier may subcontract out to other suppliers but must provide the University with the following:

1. The name(s) of the originating firm(s) from which the Candidate is provided.
2. The method utilized to compensate the Candidate, showing compensation originates from the awarded supplier(s)'s organization.
3. The subcontracted Candidate must meet all of the qualifications as if they were provided by the awarded Supplier.



ARTICLE 1 – GENERAL

The equipment, materials, or supplies (“Goods”) and/or services (“Services”) furnished by Supplier (together, the “Goods and Services”) and covered by the UC Purchase Order (“PO”) and/or other agreement (which, when combined with these Terms and Conditions and any other documents incorporated by reference, will constitute the “Agreement”) are governed by the terms and conditions set forth herein. As used herein, the term "Supplier" includes Supplier and its sub-suppliers at any tier. As used herein, “UC” refers to The Regents of the University of California, a corporation described in California Constitution Art. IX, Sec. 9, on behalf of the UC Locations identified in the Agreement and/or the PO. UC and Supplier individually will be referred to as “Party” and collectively as “Parties.” Any defined terms not defined in these Terms and Conditions of Purchase will have the meaning ascribed to such term in any of the other documents incorporated in and constituting the Agreement. No other terms or conditions will be binding upon the Parties unless accepted by them in writing. Supplier accepts all of the Agreement’s terms and conditions either in writing, by shipping any portion of the Goods, or performing any portion of the Services. The terms of any proposal referred to in the Agreement are included and made a part of the Agreement only to the extent the proposal specifies the Goods and/or Services ordered, the price therefor, and the delivery thereof, and then only to the extent that such terms are consistent with the terms and conditions of the Agreement.

ARTICLE 2 – TERM AND TERMINATION

- A. As applicable, the term of the Agreement (“Initial Term”) will be stated in the Agreement. Following the Initial Term, the Agreement may be extended by written mutual agreement.
- B. UC’s obligation to proceed is conditioned upon the appropriation of state, federal and other sources of funds not controlled by UC (“Funding”). UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation in the event that through no action or inaction on the part of UC, the Funding is withdrawn.
- C. UC may, by written notice stating the extent and effective date thereof, terminate the Agreement for convenience in whole or in part, at any time. The effective date of such termination shall be consistent with any requirements for providing notice specified in the Agreement, or immediate if no such terms are set forth in the Agreement. As specified in the termination notice, UC will pay Supplier as full compensation the pro rata Agreement price for performance through the later of the date that
 - a. UC provided Supplier with notice of termination or
 - b. Supplier’s provision of Goods and/or Services will terminate.
- D. UC may by written notice terminate the Agreement for Supplier’s breach of the Agreement, in whole or in part, at any time, if Supplier refuses or fails to comply with the provisions of the Agreement, or so fails to make progress as to endanger performance and does not cure such failure within five (5) business days, or fails to supply the Goods and/or Services within the time specified or any written extension thereof. In such event, UC may purchase or otherwise secure Goods and/or Services and, except as otherwise provided herein, Supplier will be liable to UC for any excess costs UC incurs thereby.
- E. If any of the following appendices are incorporated in to the agreement, then they will control in the event that the appendices conflict with the provisions of this Article:
 - UC’s Appendix – Data Security,
 - Appendix – BAA, and/or
 - Appendix – GDPR



ARTICLE 3 – PRICING, INVOICING METHOD, AND SETTLEMENT METHOD AND TERMS.

Pricing is set forth in the Agreement or PO, and the amount UC is charged and responsible for shall not exceed the amount specified in the Agreement unless UC has given prior written approval. Unless otherwise agreed in writing by UC, Supplier will use the invoicing method and payment settlement method (and will extend the terms applicable to such settlement method) set forth in UC's Supplier Invoicing, Terms & Settlement Matrix (<https://www.ucop.edu/procurement-services/procurement-systems/supplier-invoicing,-terms-and-settlement-matrix.html>). UC will pay Supplier, upon submission of acceptable invoices, for Goods and/or Services provided and accepted. Invoices must be itemized and reference the Agreement or PO number. UC will not pay shipping, packaging or handling expenses, unless specified in the Agreement or PO. Unless otherwise provided, freight is to be FOB destination. Any of Supplier's expenses that UC agrees to reimburse will be reimbursed under UC's Travel Policy, which may be found at <http://www.ucop.edu/central-travel-management/resources/index.html>. Where applicable, Supplier will pay all taxes imposed on Supplier in connection with its performance under the Agreement, including any federal, state and local income, sales, use, excise and other taxes or assessments. Notwithstanding any other provision to the contrary, UC will not be responsible for any fees, interest or surcharges Supplier wishes to impose.

ARTICLE 4 – INSPECTION.

The Goods and/or Services furnished will be exactly as specified in the Agreement, free from all defects in Supplier's performance, design, skill and materials, and, except as otherwise provided in the Agreement, will be subject to inspection and test by UC at all times and places. If, prior to final acceptance, any Goods and/or Services furnished are found to be incomplete, or not as specified, UC may reject them, require Supplier to correct them at the sole cost of Supplier, or require provision of such Goods and/or Services at a reduction in price that is equitable under the circumstances. If Supplier is unable or refuses to correct such deficiencies within a time UC deems reasonable, UC may terminate the Agreement in whole or in part. Supplier will bear all risks as to rejected Goods and/or Services and, in addition to any costs for which Supplier may become liable to UC under other provisions of the Agreement, will reimburse UC for all transportation costs, other related costs incurred, or payments to Supplier in accordance with the terms of the Agreement for unaccepted Goods and/or Services and materials and supplies incidental thereto. Notwithstanding final acceptance and payment, Supplier will be liable for latent defects, fraud or such gross mistakes as amount to fraud.

ARTICLE 5 – ASSIGNED PERSONNEL; CHARACTER OF SERVICES

Supplier will provide the Services as an independent contractor and furnish all equipment, personnel, and supplies sufficient to provide the Services expeditiously and efficiently, during as many hours per shift and shifts per week, and at such locations as UC may so require. Supplier will devote only its best-qualified personnel to work under the Agreement. Should UC inform Supplier that anyone providing the Services is not working to this standard, Supplier will immediately remove such personnel from providing Services and those individuals will not again be assigned to provide Services without UC's written permission. At no time will Supplier or Supplier's employees, sub-suppliers, agents, or assigns be considered employees of UC for any purpose, including but not limited to workers' compensation provisions. Supplier shall not have the power nor right to bind or obligate UC, and Supplier shall not hold itself out as having such authority. Supplier shall be responsible to UC for all Services performed by Supplier's employees, agents and subcontractors, including being responsible for ensuring payment of all unemployment, social security, payroll, contributions and other taxes with respect to such employees, agents and subcontractors.



ARTICLE 6 – WARRANTIES

In addition to the warranties set forth in Articles 11, 12, 17, 23, 24, 25 and 26 herein, Supplier makes the following warranties. Supplier acknowledges that failure to comply with any of the warranties in the Agreement will constitute a material breach of the Agreement and UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

- A. **General Warranties.** Supplier represents, warrants and covenants that: (i) Supplier is free to enter into this Agreement and that Supplier is not, and will not become, during the Term, subject to any restrictions that might restrict or prohibit Supplier from performing the Services or providing the Goods ordered hereunder; (ii) Supplier will comply with all applicable laws, rules and regulations in performing Supplier's obligations hereunder; (iii) the Goods and/or Services shall be rendered with promptness and diligence and shall be executed in a skilled manner by competent personnel, in accordance with the prevailing industry standards; and if UC Appendix Data Security is NOT included:(iv) Supplier has developed a business interruption and disaster recovery program and is executing such program to assess and reduce the extent to which Supplier's hardware, software and embedded systems may be susceptible to errors or failures in various crisis (or force majeure) situations; (v) if Supplier uses electronic systems for creating, modifying, maintaining, archiving, retrieving or transmitting any records, including test results that are required by, or subject to inspection by an applicable regulatory authority, then Supplier represents and warrants that Supplier's systems for electronic records are in compliance; and (vi) Supplier agrees that the Goods and/or Services furnished under the Agreement will be covered by the most favorable warranties Supplier gives to any customer for the same or substantially similar goods or services, or such other more favorable warranties as specified in the Agreement. The rights and remedies so provided are in addition to and do not limit any rights afforded to UC by any other article of the Agreement.
- B. **Permits and Licenses.** Supplier agrees to procure all necessary permits or licenses and abide by all applicable laws, regulations and ordinances of the United States and of the state, territory and political subdivision or any other country in which the Goods and/or Services are provided.
- C. **Federal and State Water and Air Pollution Laws.** Where applicable, Supplier warrants that it complies with the requirements in UC Business and Finance Bulletin BUS-56 (Materiel Management; Purchases from Entities Violating State or Federal Water or Air Pollution Laws). Consistent with California Government Code 4477, these requirements do not permit UC to contract with entities in violation of Federal or State water or air pollution laws.
- D. **Web Accessibility Requirements.** As applicable to the Supplies and/or Services being provided under the Agreement, Supplier warrants that:
 - a. It complies with California and federal disability laws and regulations; and
 - b. The Goods and/or Services will conform to the accessibility requirements of WCAG 2.0AA.
 - c. Supplier agrees to promptly respond to and resolve any complaint regarding accessibility of its Goods and/or Services;
- E. **General Accessibility Requirements.** Supplier warrants that:
 - a. It will comply with California and federal disability laws and regulations;
 - b. Supplier will promptly respond to remediate to any identified accessibility defects in the Goods and Services to conform to WCAG 2.0 AA; and
 - c. Supplier agrees to promptly respond to and use reasonable efforts to resolve and remediate any complaint regarding accessibility of its Goods and/or Services.
- F. **Warranty of Quiet Enjoyment.** Supplier warrants that Supplier has the right of Quiet Enjoyment in, and conveys the right of Quiet Enjoyment to UC for UC's use of, any and all intellectual property that



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will be needed for Supplier's provision, and UC's use of, the Goods and/or Services provided by Supplier under the Agreement.

- G. California Child Abuse and Neglect Reporting Act ("CANRA"). Where applicable, Supplier warrants that it complies with CANRA.
- H. Debarment, Suspension, U.S. Government Restricted Party Lists. Supplier warrants that it is not on the U.S. government's Denied Parties List, the Unverified List, the Entities List, the Specially Designated Nationals and Blocked Parties List, and is not presently debarred, suspended, proposed for debarment or otherwise declared ineligible for award of federal contracts or participation in federal assistance programs or activities.
- I. UC Trademark Licensing Code of Conduct. If the Goods will bear UC's name (including UC campus names, abbreviations of these names, UC logos, UC mascots, or UC seals) or other trademarks owned by UC, Supplier warrants that it holds a valid license from UC and complies with the Trademark Licensing Code of Conduct policy, available at <http://policy.ucop.edu/doc/3000130/TrademarkLicensing>
- J. Outsourcing (Public Contract Code section 12147) Compliance. Supplier warrants that if the Agreement will displace UC employees, no funds paid under the Agreement will be used to train workers who are located outside of the United States, or plan to relocate outside the United States as part of the Agreement. Additionally, Supplier warrants that no work will be performed under the Agreement with workers outside the United States, except as described in Supplier's bid. If Supplier or its sub-supplier performs the Agreement with workers outside the United States during the life of the Agreement and Supplier did not describe such work in its bid, Supplier acknowledges and agrees that (i) UC may terminate the Agreement without further obligation for noncompliance, and (ii) Supplier will forfeit to UC the amount UC paid for the percentage of work that was performed with workers outside the United States and not described in Supplier's bid.
- K. Supplier warrants that the Goods and Services rendered under this Agreement will not require Supplier to use for UC, or provide to UC to use, "covered telecommunications equipment or services" as a substantial or essential component of any system, or as critical technology as part of any system, within the meaning of Federal Acquisition Regulation ("FAR") Section 52.204-25.

Supplier will provide "Timely Notice" to the UC of any changes to the statements, confirmations or representations made in its proposal response or in any information provided as part of the contract award process, including in particular any changes to the certifications or representations made regarding NDAA Section 889. Timely Notice means that Supplier will notify UC in writing within 3 business days of any changes to the representations or confirmations made in relation to NDAA Section 889. Notice shall include the representations or confirmations made and the changes to those representations or confirmations. The notice shall be provided by a Supplier representative authorized to bind the Supplier.

ARTICLE 7 – INTELLECTUAL PROPERTY, COPYRIGHT, PATENTS, AND DATA RIGHTS

- A. Goods and/or Services Involving Work Made for Hire.
 - a. Unless UC indicates that the Goods and/or Services do not involve work made for hire, Supplier acknowledges and agrees that any deliverables provided to UC by Supplier in the performance of the Agreement, and any intellectual property rights therein, (hereinafter the "Deliverables") will be owned by UC. The Deliverables will be considered "work made for hire" under U.S. copyright law and all right, title, and interest to and in such Deliverables including, but not limited to, any and all copyrights or trademarks, will be owned by UC. In



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- the event that it is determined that UC is not the owner of such Deliverables under the "work made for hire" doctrine of U.S. copyright law, Supplier hereby irrevocably assigns to UC all right, title, and interest to and in such Deliverables and any copyrights or trademarks thereto.
- b. The Deliverables must be new and original. Supplier must not use any pre-existing copyrightable or trademarked images, writings, or other proprietary materials (hereinafter "Pre-Existing Materials") in the Deliverables without UC's prior written permission. In the event that Supplier uses any Pre-Existing Materials in the Deliverables in which Supplier has an ownership interest, UC is hereby granted, and will have, a non-exclusive, royalty-free, irrevocable, perpetual, paid-up, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, perform, display publicly, sell, and otherwise distribute such Pre-Existing Materials in connection with the Deliverables.
 - c. Whenever any invention or discovery is made or conceived by Supplier in the course of or in connection with the Agreement, Supplier will promptly furnish UC with complete information with respect thereto and UC will have the sole power to determine whether and where a patent application will be filed and to determine the disposition of title to and all rights under any application or patent that may result.
 - d. Supplier is specifically subject to an obligation to, and hereby does, assign all right, title and interest in any such intellectual property rights to UC as well as all right, title and interest in tangible research products embodying any such inventions whether the inventions are patentable or not. Supplier agrees to promptly execute any additional documents or forms that UC may require in order to effectuate such assignment.
- B. Goods and/or Services Not Involving Work Made for Hire.
- a. If the Goods and/or Services do not involve work made for hire, and in the event that Supplier uses any Pre-Existing Materials in the Deliverables in which Supplier has an ownership interest, UC is hereby granted, and will have, a non-exclusive, royalty-free, irrevocable, perpetual, paid-up, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, perform, display publicly, sell, and otherwise distribute such Pre-Existing Materials in connection with the Deliverables.
 - b. The Deliverables must be new and original. Supplier must not use any Pre-Existing Materials in the Deliverables without UC's prior written permission.
 - c. Whenever any invention or discovery is made or conceived by Supplier in the course of or in connection with the Agreement, Supplier will promptly furnish UC complete information with respect thereto and UC will have the sole power to determine whether and where a patent application will be filed and to determine the disposition of title to and all rights under any application or patent that may result.
 - d. Supplier is specifically subject to an obligation to, and hereby does, assign all right, title and interest in any such intellectual property rights to UC as well as all right, title and interest in tangible research products embodying any such inventions whether the inventions are patentable or not. Supplier agrees to promptly execute any additional documents or forms that UC may require in order to effectuate such assignment.
- C. General. Should the Goods and/or Services become, or in Supplier's opinion be likely to become, the subject of a claim of infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party, Supplier will provide written notice to UC of the circumstances giving rise to such claim or likely claim. In the event that UC receives notice of a claim of infringement or is made a party to or is threatened with being made a party to any claim of



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infringement related to the Goods and/or Services, UC will provide Supplier with notice of such claim or threat. Following receipt of such notice, Supplier will either (at Supplier's sole election) (i) procure for UC the right to continue to use the affected portion of the Goods and/or Services, or (ii) replace or otherwise modify the affected portion of the Goods and/or Services to make them non-infringing, or obtain a reasonable substitute product for the affected portion of the Goods and/or Services, provided that any replacement, modification or substitution under this paragraph does not effect a material change in the Goods and/or Services' functionality. If none of the foregoing options is reasonably acceptable to UC, UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

- D. UC Rights to Institutional Information. Institutional Information shall belong exclusively to UC and unless expressly provided, this Agreement shall not be construed as conferring on Supplier any patent, copyright, trademark, license right or trade secret owned or obtained by UC. Any right for Supplier to use Institutional Information is solely provided on a non-exclusive basis, and only to the extent required for Supplier to provide the Goods or Services under the Agreement. As used herein, "Institutional Information" means any information or data created, received, and/or collected by UC or on its behalf, including but not limited to application logs, metadata and data derived from such data.

ARTICLE 8 – INDEMNITY AND LIABILITY

To the fullest extent permitted by law, Supplier will defend, indemnify, and hold harmless UC, its officers, employees, and agents, from and against all losses, expenses (including, without limitation, reasonable attorneys' fees and costs), damages, and liabilities of any kind resulting from or arising out of the Agreement, including the performance hereunder of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control, provided such losses, expenses, damages and liabilities are due or claimed to be due to the acts or omissions of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control. UC agrees to provide Supplier with prompt notice of any such claim or action and to permit Supplier to defend any claim or action, and that UC will cooperate fully in such defense. UC retains the right to participate in the defense against any such claim or action, and the right to consent to any settlement, which consent will not unreasonably be withheld.

In the event Appendix DS applies to this Agreement, Supplier shall reimburse or otherwise be responsible for any costs, fines or penalties imposed against UC as a result of Supplier's Breach of Institutional Information and/or failure to cooperate with UC's response to such Breach. As used herein, "Breach" means:

- a. Any disclosure of Institutional Information to an unauthorized party or in an unlawful manner;
- b. Unauthorized or unlawful acquisition of information that compromises the security, confidentiality or integrity of Institutional Information and/or IT Resources; and
- c. The acquisition, access, use, or disclosure of Protected Health Information or medical information in a manner not permitted under the Health Insurance Portability and Accountability Act (HIPAA) or California law. "IT Resources" means IT infrastructure, cloud services, software, and/or hardware with computing and/or networking capability that is Supplier owned/managed, or UC-owned, or a personally owned device that stores Institutional Information, is connected to UC systems, is connected to UC networks, or is used for UC business.



ARTICLE 9 – INSURANCE

Supplier, at its sole cost and expense, will insure its activities in connection with providing the Goods and/or Services and obtain, keep in force, and maintain the following insurance with the minimum limits set forth below, unless UC specifies otherwise:

- A. Commercial Form General Liability Insurance (contractual liability included) with limits as follows:
 - a. Each Occurrence \$ 1,000,000
 - b. Products/Completed Operations Aggregate \$ 2,000,000
 - c. Personal and Advertising Injury \$ 1,000,000
 - d. General Aggregate \$ 2,000,000
- B. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence. (Required only if Supplier drives on UC premises or transports UC employees, officers, invitees, or agents in the course of supplying the Goods and/or Services to UC.)
- C. If applicable, Professional Liability Insurance with a limit of two million dollars (\$2,000,000) per occurrence or claim with an aggregate of not less than two million dollars (\$2,000,000). If this insurance is written on a claims-made form, it will continue for three years following termination of the Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement.
- D. Workers' Compensation as required by applicable state law and Employer's Liability with limits of one million dollars (\$1,000,000) per occurrence.
- E. If applicable, Supplier Fidelity Bond or Crime coverage for the dishonest acts of its employees in a minimum amount of one million dollars (\$1,000,000). Supplier will endorse such policy to include a "Regents of the University of California Coverage" or "Joint Payee Coverage" endorsement. UC and, if so requested, UC's officers, employees, agents and sub-suppliers will be named as "Loss Payee, as Their Interest May Appear" in such Fidelity Bond.
- F. In the event Appendix DS applies to this Agreement, Supplier, at its sole cost and expense, will obtain, keep in force, and maintain one or more insurance policies that provide coverage for technology, professional liability, data protection, and/or cyber liability. Typically referred to as Privacy, Technology and Data Security Liability, Cyber Liability, or Technology Professional Liability insurance, it will cover liabilities for financial loss due to the acts, omissions, or intentional misconduct of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control, in connection with the performance of this Agreement, as well as all Supplier costs, including damages it is obligated to pay UC or any third party, that are associated with any confirmed or suspected Breach or compromise of Institutional Information. In some cases, Professional Liability policies may include some coverage for data breaches or loss of Institutional Information. Regardless of the type of policy(ies) in place, such coverage will include without limitation:
 - a. Costs to notify parties whose data were lost or compromised;
 - b. Costs to provide credit monitoring and credit restoration services to parties whose data were lost or compromised;
 - c. Costs associated with third party claims arising from the confirmed or suspected Breach or loss of Institutional Information, including litigation costs and settlement costs;
 - d. Any investigation, enforcement, fines and penalties, or similar miscellaneous costs; and
 - e. Any payment made to a third party as a result of extortion related to a confirmed or suspected Breach. The following insurance coverage is based on the highest Protection Level Classification of Institutional Information identified in Exhibit 1 to Appendix DS:



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- P1 - This insurance policy must have minimum limits of \$500,000 each occurrence and \$500,000 in the aggregate.
 - P2 - This insurance policy must have minimum limits of \$1,000,000 each occurrence and \$1,000,000 in the aggregate.
 - P3 and P4, less than 70,000 records - this insurance policy must have minimum limits of \$5,000,000 each occurrence and \$5,000,000 in the aggregate.
 - P3 and P4, 70,000 or more records - this insurance policy must have minimum limits of \$10,000,000 each occurrence and \$10,000,000 in the aggregate.
- G. Protection Level Classifications are defined in the UC Systemwide Information Security Classification of Information and IT Resources: <https://security.ucop.edu/policies/institutional-information-and-it-resource-classification.html>
- H. Additional other insurance in such amounts as may be reasonably required by UC against other insurable risks relating to performance. If the above insurance is written on a claims-made form, it will continue for three years following termination of the Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement. If the above insurance coverage is modified, changed or cancelled, Supplier will provide UC with not less than fifteen (15) days' advance written notice of such modification, change, or cancellation, and will promptly obtain replacement coverage that complies with this Article.
- I. The coverages referred to under A and B of this Article must include UC as an additional insured. It is understood that the coverage and limits referred to under A, B and C of this Article will not in any way limit Supplier's liability. Supplier will furnish UC with certificates of insurance (and the relevant endorsement pages) evidencing compliance with all requirements prior to commencing work under the Agreement. Such certificates will:
- a. Indicate that The Regents of the University of California has been endorsed as an additional insured for the coverage referred to under A and B of this Article. This provision will only apply in proportion to and to the extent of the negligent acts or omissions of Supplier, its officers, agents, or employees.
 - b. Include a provision that the coverage will be primary and will not participate with or be excess over any valid and collectible insurance or program of self-insurance carried or maintained by UC.

ARTICLE 10 – USE OF UC NAME AND TRADEMARKS

Supplier will not use the UC name, abbreviation of the UC name, trade names and/or trademarks (i.e., logos and seals) or any derivation thereof, in any form or manner in advertisements, reports, or other information released to the public, or place the UC name, abbreviations, trade names and/or trademarks or any derivation thereof on any consumer goods, products, or services for sale or distribution to the public, without UC's prior written approval. Supplier agrees to comply at all times with California Education Code Section 92000.

ARTICLE 11 – FEDERAL FUNDS

Supplier who supplies Goods and/or Services certifies and represents its compliance with the following clauses, as applicable. Supplier shall promptly notify UC of any change of status with regard to these certifications and representations. These certifications and representations are material statements upon which UC will rely.



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- A. For commercial transactions involving funds on a federal contract (federal awards governed by the FAR), the following provisions apply, as applicable:
- a. FAR 52.203-13, Contractor Code of Business Ethics and Conduct;
 - b. FAR 52.203-17, Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights;
 - c. FAR 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements;
 - d. FAR 52.219-8, Utilization of Small Business Concerns;
 - e. FAR 52.222-17, Non-displacement of Qualified Workers;
 - f. FAR 52.222-21, Prohibition of Segregated Facilities;
 - g. FAR 52.222-26, Equal Opportunity;
 - h. FAR 52.222-35, Equal Opportunity for Veterans;
 - i. FAR 52.222-36, Equal Opportunity for Workers with Disabilities;
 - j. FAR 52.222-37, Employment Reports on Veterans;
 - k. FAR 52.222-40, Notification of Employee Rights Under the National Labor Relations Act;
 - l. FAR 52.222-41, Service Contract Labor Standards;
 - m. FAR 52.222-50, Combating Trafficking in Persons;
 - n. FAR 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment - Requirements;
 - o. FAR 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services - Requirements;
 - p. FAR 52.222-54, Employment Eligibility Verification;
 - q. FAR 52.222-55, Minimum Wages Under Executive Order 13658;
 - r. FAR 52.222-62, Paid Sick Leave under Executive Order 13706;
 - s. FAR 52.224-3, Privacy Training;
 - t. FAR 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations;
 - u. FAR 52.233-1, Disputes; and
 - v. FAR 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels.
- B. For non-commercial transactions involving funds on a federal contract, the UC Appendix titled 'Federal Government Contracts Special terms and Conditions (Non-Commercial Items or Services)' and located at www.ucop.edu/procurement-services/policies-forms/index.html is hereby incorporated herein by this reference.
- C. For transactions involving funds on a federal grant or cooperative agreement (federal awards governed by CFR Title 2, Subtitle A, Chapter II, Part 200) the following provisions apply, as applicable:
- a. Rights to Inventions. If Supplier is a small business firm or nonprofit organization, and is providing experimental, development, or research work under this transaction, Supplier must comply with the requirements of 3 CFR Part 401, "Rights to Inventions Made by nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements".
 - b. Clean Air Act. Supplier agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
 - c. Byrd Anti-Lobbying. Supplier certifies that it will not, and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer



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- or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.
- d. Procurement of Recovered Materials. If Supplier is a state agency or agency of a political subdivision of a state, then Supplier must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
 - e. Domestic Preferences for Procurements. As appropriate and to the extent consistent with law, Supplier should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- D. In these provisions, the term "contractor" as used therein will refer to Supplier, and the terms "Government" or "Contracting Officer" as used therein will refer to UC. Where a purchase of items is for fulfillment of a specific U.S. Government prime or subcontract, additional information and/or terms and conditions may be included in an attached supplement. By submitting an invoice to UC, Supplier is representing to UC that, at the time of submission:
- a. Neither Supplier nor its principals are presently debarred, suspended, or proposed for debarment by the U.S. government (see FAR 52.209-6);
 - b. Supplier has filed all compliance reports required by the Equal Opportunity clause (see FAR 52.222-22); and
 - c. Any Supplier representations to UC about U.S. Small Business Administration or state and local classifications, including but not limited to size standards, ownership, and control, are accurate and complete.
 - d. Byrd Anti-Lobbying. Supplier certifies that it will not, and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

ARTICLE 12 – EQUAL OPPORTUNITY AFFIRMATIVE ACTION

Supplier will abide by the requirements set forth in Executive Orders 11246 and 11375. Where applicable, Supplier will comply with 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), incorporated by reference with this statement: "This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability." With respect to activities occurring in the State of California, Supplier agrees to adhere to the California Fair Employment and Housing Act. Supplier will provide UC on request a



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breakdown of its labor force by groups as specified by UC, and will discuss with UC its policies and practices relating to its affirmative action programs. Supplier will not maintain or provide facilities for employees at any establishment under its control that are segregated on a basis prohibited by federal law. Separate or single-user restrooms and necessary dressing or sleeping areas must be provided, however, to ensure privacy.

ARTICLE 13 – LIENS

Supplier agrees that upon UC's request, Supplier will submit a sworn statement setting forth the work performed or material furnished by sub-suppliers and material men, and the amount due and to become due to each, and that before the final payment called for under the Agreement, will upon UC's request submit to UC a complete set of vouchers showing what payments have been made for such work performed or material furnished. Supplier will promptly notify UC in writing, of any claims, demands, causes of action, liens or suits brought to its attention that arise out of the Agreement. UC will not make final payment until Supplier, if required, delivers to UC a complete release of all liens arising out of the Agreement, or receipts in full in lieu thereof, as UC may require, and if required in either case, an affidavit that as far as it has knowledge or information, the receipts include all the labor and materials for which a lien could be filed; but Supplier may, if any sub-supplier refuses to furnish a release or receipt in full, furnish a bond satisfactory to UC to indemnify it against any claim by lien or otherwise. If any lien or claim remains unsatisfied after all payments are made, Supplier will refund to UC all monies that UC may be compelled to pay in discharging such lien or claim, including all costs and reasonable attorneys' fees.

ARTICLE 14 – PREMISES WHERE SERVICES ARE PROVIDED

- A. Cleaning Up. Supplier will at all times keep UC premises where the Services are performed and adjoining premises free from accumulations of waste material or rubbish caused by its employees or work of any of its sub-suppliers, and, at the completion of the Services; will remove all rubbish from and about the premises and all its tools, scaffolding, and surplus materials, and will leave the premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute between Supplier and its sub-suppliers as to responsibility for the removal of the rubbish, or if it is not promptly removed, UC may remove the rubbish and charge the cost to Supplier.
- B. Environmental, Safety, Health and Fire Protection. Supplier will take all reasonable precautions in providing the Goods and Services to protect the health and safety of UC employees and members of the public and to minimize danger from all hazards to life and property, and will comply with all applicable environmental protection, health, safety, and fire protection regulations and requirements (including reporting requirements). In the event that Supplier fails to comply with such regulations and requirements, UC may, without prejudice to any other legal or contractual rights of UC, issue an order stopping all or any part of the provision of the Goods and/or Services; thereafter a start order for resumption of providing the Goods and/or Services may be issued at UC's discretion. Supplier will not be entitled to make a claim for extension of time or for compensation or damages by reason of or in connection with such stoppage. Supplier will have sole responsibility for the safety of all persons employed by Supplier and its sub-suppliers on UC premises, or any other person who enters upon UC premises for reasons relating to the Agreement. Supplier will at all times maintain good order among its employees and all other persons who come onto UC's premises at Supplier's request and will not engage any unfit or unskilled person to provide the Goods and/or Services. Supplier will confine its employees and all other persons who come onto UC's premises at Supplier's request or for reasons relating to the Agreement and its equipment to



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that portion of UC's premises where the Services are to be provided or to roads leading to and from such work sites, and to any other area which UC may permit Supplier to use. Supplier will take all reasonable measures and precautions at all times to prevent injuries to or the death of any of its employees or any other person who enters upon UC premises at Supplier's request. Such measures and precautions will include, but will not be limited to, all safeguards and warnings necessary to protect workers and others against any conditions on the premises that could be dangerous and to prevent accidents of any kind whenever the Goods and/or Services are being provided in proximity to any moving or operating machinery, equipment or facilities, whether such machinery, equipment or facilities are the property of or are being operated by, Supplier, its sub-suppliers, UC or other persons. To the extent compliance is required, Supplier will comply with all relevant UC safety rules and regulations when on UC premises.

- C. Tobacco-free Campus. UC is a tobacco-free institution. Use of cigarettes, cigars, oral tobacco, electronic cigarettes and all other tobacco products is prohibited on all UC owned or leased sites.

ARTICLE 15 – LIABILITY FOR UC - FURNISHED PROPERTY

Supplier assumes complete liability for any materials UC furnishes to Supplier in connection with the Agreement and Supplier agrees to pay for any UC materials Supplier damages or otherwise is not able to account for to UC's satisfaction. UC furnishing to Supplier any materials in connection with the Agreement will not, unless otherwise expressly provided in writing by UC, be construed to vest title thereto in Supplier.

ARTICLE 16 – COOPERATION

Supplier and its sub-suppliers, if any, will cooperate with UC and other suppliers and will so provide the Services that other cooperating suppliers will not be hindered, delayed or interfered with in the progress of their work, and so that all of such work will be a finished and complete job of its kind.

ARTICLE 17 – ADDITIONAL TERMS APPLICABLE TO THE FURNISHING OF GOODS

The terms in this Article have special application to the furnishing of Goods:

- A. Price Decreases. Supplier agrees immediately to notify UC of any price decreases from its suppliers, and to pass through to UC any price decreases.
- B. Declared Valuation of Shipments. Except as otherwise provided in the Agreement, all shipments by Supplier under the Agreement for UC's account will be made at the maximum declared value applicable to the lowest transportation rate or classification and the bill of lading will so note.
- C. Title. Title to the Goods purchased under the Agreement will pass directly from Supplier to UC at the f.o.b. point shown, or as otherwise specified in the Agreement, subject to UC's right to reject upon inspection.
- D. Changes. Notwithstanding the terms in Article 34, Amendments, UC may make changes within the general scope of the Agreement in drawings and specifications for specially manufactured Goods, place of delivery, method of shipment or packing of the Agreement by giving notice to Supplier and subsequently confirming such changes in writing. If such changes affect the cost of or the time required for performance of the Agreement, UC and Supplier will agree upon an equitable adjustment in the price and/or delivery terms. Supplier may not make changes without UC's written approval. Any claim of Supplier for an adjustment under the Agreement must be made in writing within thirty (30) days from the date Supplier receives notice of such change unless UC waives this condition in writing. Nothing in the Agreement will excuse Supplier from proceeding with



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performance of the Agreement as changed hereunder. Supplier may not alter or misbrand, within the meaning of the applicable Federal and State laws, the Goods furnished.

- E. Forced, Convict and Indentured Labor. Supplier warrants that no foreign-made Goods furnished to UC pursuant to the Agreement will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction. If UC determines that Supplier knew or should have known that it was breaching this warranty, UC may, in addition to terminating the Agreement, remove Supplier from consideration for UC contracts for a period not to exceed one year. This warranty is in addition to any applicable warranties in Articles 6 and 11.
- F. Export Control. Supplier agrees to provide UC (the contact listed on the PO) with written notification that identifies the export-controlled Goods and such Goods' export classification if any of the Goods is export-controlled under the International Traffic in Arms Regulations (ITAR) (22 CFR §§ 120-130), the Export Administration Regulations (15 CFR §§ 730-774) 500 or 600 series, or controlled on a military strategic goods list. Supplier agrees to provide UC (the contact listed on the PO) with written notification if Supplier will be providing information necessary for the operation, installation (including on-site installation), maintenance (checking), repair, overhaul, and refurbishing of the Goods that is beyond a standard user manual (i.e. "Use" technology as defined under the EAR 15 CFR § 772.1), or "Technical Data" (as defined under the ITAR 22 CFR § 120.10).

ARTICLE 18 – CONFLICT OF INTEREST

Supplier affirms that, to the best of Supplier's knowledge, no UC employee who has participated in UC's decision-making concerning the Agreement has an "economic interest" in the Agreement or Supplier. A UC employee's "economic interest" means:

- A. An investment worth \$2,000 or more in Supplier or its affiliate;
- B. A position as director, officer, partner, trustee, employee or manager of Supplier or its affiliate;
- C. Receipt during the past 12 months of \$500 in income or \$440 in gifts from Supplier or its affiliate; or
- D. A personal financial benefit from the Agreement in the amount of \$250 or more.

In the event of a change in these economic interests, Supplier will provide written notice to UC within thirty (30) days after such change, noting such changes. Supplier will not be in a reporting relationship to a UC employee who is a near relative, nor will a near relative be in a decision making position with respect to Supplier.

ARTICLE 19 – AUDIT REQUIREMENTS

The Agreement, and any pertinent records involving transactions relating to this Agreement, is subject to the examination and audit of the Auditor General of the State of California or Comptroller General of the United States or designated Federal authority for a period of up to five (5) years after final payment under the Agreement. UC, and if the underlying grant, cooperative agreement or federal contract so provides, the other contracting Party or grantor (and if that be the United States or an instrumentality thereof, then the Comptroller General of the United States) will have access to and the right to examine Supplier's pertinent books, documents, papers, and records involving transactions and work related to the Agreement until the expiration of five (5) years after final payment under the Agreement. The examination and audit will be confined to those matters connected with the performance of the Agreement, including the costs of administering the Agreement.

ARTICLE 20 – PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF INSTITUTIONAL INFORMATION



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- A. Prohibition on Access, Use and Disclosure of Institutional Information. Supplier will not access, use or disclose Institutional Information, other than to carry out the purposes for which UC disclosed the Institutional Information to Supplier, except as required by applicable law, or as otherwise authorized in writing by UC prior to Supplier's disclosure. Supplier shall have the limited right to disclose Institutional Information to Supplier's employees provided that: (i) Supplier shall disclose only such Institutional Information as is necessary for the Supplier to perform its obligations under this Agreement, and (ii) Supplier informs such employees of the obligations governing the access, use and disclosure of Institutional Information prior to Supplier's disclosure. Supplier shall be liable for any breach of this Agreement by its employees. For avoidance of doubt, this provision prohibits Supplier from using for its own benefit Institutional Information and any information derived therefrom. For the avoidance of doubt, the sale of Institutional Information is expressly prohibited.
- B. Compliance with Applicable Laws and Industry Best Practices. Supplier agrees to comply with all applicable state, federal, and foreign laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of Institutional Information. Supplier agrees to protect the privacy and security of Institutional Information according to all applicable laws and industry best practices, and no less rigorously than it protects its own information, but in no case less than reasonable care.
- C. Confidential Institutional Information. Supplier agrees to hold UC's Confidential Institutional Information, and any information derived therefrom, in strict confidence. Confidential Institutional Information shall be defined as any Institutional Information which is (i) marked as "Confidential" at the time of disclosure; (ii) if disclosed orally, identified at the time of such oral disclosure as confidential, and reduced to writing as "Confidential" within thirty (30) days of such oral disclosure; and (iii) if not marked as "Confidential," information that would be considered by a reasonable person in the relevant field to be confidential given its content and the circumstances of its disclosure. Confidential Information will not be considered confidential to the extent that: (i) Supplier can demonstrate by written records was known to Supplier prior to the effective date of the Agreement; (ii) is currently in, or in the future enters, the public domain other than through a breach of the Agreement or through other acts or omissions of Supplier; (iii) is obtained lawfully from a third party; or (iv) is disclosed under the California Public Records Act or legal process. For the avoidance of doubt, as applicable to Supplier's Services, Confidential Institutional Information may include any information that identifies or is capable of identifying a specific individual, including but not limited to:
- a. Personally identifiable information,
 - b. Protected Health Information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the HIPAA regulations (including, but not limited to 45 C.F.R. § 160.103),
 - c. Medical information as defined by California Civil Code § 56.05,
 - d. Cardholder data,
 - e. Student records, or
 - f. Individual financial information that is subject to laws restricting the use and disclosure of such information, including but not limited to:
 - i. Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.);
 - ii. The federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2));
 - iii. The federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g);
 - iv. The federal Fair and Accurate Credit Transactions Act (15 U.S.C. § 1601 et seq.);



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- v. The Fair Credit Reporting Act (15 U.S.C. § 1681 et seq), and
 - vi. Applicable international privacy laws, including, but not limited to the General Data Protection Regulation.
- D. Required Disclosures of Institutional Information. If Supplier is required by a court of competent jurisdiction or an administrative body to disclose Institutional Information, Supplier will notify UC in writing immediately upon receiving notice of such requirement and prior to any such disclosure (unless Supplier is prohibited by law from doing so), to give UC an opportunity to oppose or otherwise respond to such disclosure. To the extent Supplier still required to disclose Institutional Information, Supplier will furnish only that portion that is legally required and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be afforded to any Confidential Institutional Information.
- E. No Offshoring. Supplier's transmission, transportation or storage of Institutional Information outside the United States, or access of Institutional Information from outside the United States, is prohibited except with prior written authorization by UC.
- F. Conflict in Terms. UC's Appendix – Data Security, Appendix – BAA, and/or Appendix GDPR will control in the event that one or more appendices is incorporated into the Agreement and conflicts with the provisions of this Article.
- G. Acknowledgement. Supplier acknowledges that remedies at law would be inadequate to protect UC against any actual or threatened breach of this Section by Supplier, and, without prejudice to any other rights and remedies otherwise available to UC, Supplier agrees to the granting of injunctive relief in UC's favor without proof of actual damages.

ARTICLE 21 – UC WHISTLEBLOWER POLICY

UC is committed to conducting its affairs in compliance with the law, and has established a process for reporting and investigating suspected improper governmental activities. Please visit <http://www.ucop.edu/uc-whistleblower/> for more information.

ARTICLE 22 – SUSTAINABLE PROCUREMENT GUIDELINES

Supplier will conduct business using environmentally, socially, and economically sustainable products and services (defined as products and services with a lesser or reduced effect on human health and the environment, and which generate benefits to the University as well as to society and the economy, while remaining within the carrying capacity of the environment), to the maximum possible extent consistent with the Agreement, and with the University of California Sustainable Practices Policy (<https://policy.ucop.edu/doc/3100155>) and the University of California Sustainable Procurement Guidelines:

<https://www.ucop.edu/procurement-services/for-ucstaff/sustainable-procurement/sustainableprocurementguidelines.pdf>

In accordance with the University of California Sustainable Practices Policy, Supplier will adhere to the following requirements and standards, as applicable. Supplier acknowledges that failure to comply with any of the sustainability standards and requirements in the Agreement will constitute a material breach of the Agreement and UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

- A. Sustainability Marketing Standards. Supplier sustainability related claims, where applicable, must meet UC recognized certifications and standards set forth in the UC Sustainable Procurement Guidelines and/or meet the standards of Federal Trade Commission's (FTC) Green Guides.



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- B. Electronic Transfer of Supplier Information. Suppliers, when interacting with the UC, shall be prohibited from providing hard copies of presentations, marketing material, or other informational materials. Suppliers will be required to present all information in electronic format that is easily transferable to UC staff. Materials may be provided in hard copy or physical format if specifically required or requested by a UC representative.
- C. Packaging Requirements. All packaging must be compliant with the Toxics in Packaging Prevention Act (AB 455) and must meet all additional standards and requirements set forth in the UC Sustainable Practices Policy. In addition, UC requires that all packaging meet at least one of the criteria listed below:
 - a. Uses bulk packaging;
 - b. Uses reusable packaging (e.g. totes reused by delivery service for next delivery);
 - c. Uses innovative packaging that reduces the weight of packaging, reduces packaging waste, or utilizes packaging that is a component of the product;
 - d. Maximizes recycled content and/or meets or exceeds the minimum post-consumer content level for packaging in the U.S. Environmental Protection Agency Comprehensive Procurement Guidelines;
 - e. Uses locally recyclable or certified compostable material.
- D. Foodservice Foam Ban. As of 2018, the University no longer allows packaging foam or expanded polystyrene (EPS) for takeaway containers or other food service items, in any University-owned or -operated food service facility.
- E. Product Packaging Foam Ban. Beginning January 1st, 2020, the University will prohibit all contracted and non-contracted suppliers from selling or distributing packaging foam (other than that utilized for laboratory supply or medical packaging) to UC campuses. Packaging foam is defined as any open or closed cell, solidified, polymeric foam used for cushioning or packaging, including but not limited to: low-density polyethylene foam, polypropylene foam, polystyrene foam (i.e. expanded polystyrene (EPS)), polyurethane foam, polyethylene foam, polyvinyl chloride (PVC) foam, and microcellular foam. Not included in this ban are easily biodegradable, plant-based foams such as those derived from corn or mushrooms.
- F. E-Waste Recycling Requirements. All recyclers of UC electronic equipment must be e-Steward certified by the Basel Action Network (BAN).
- G. Hosted and Punch-out Catalog Requirements. Suppliers enabled with eProcurement hosted catalog functionality must clearly identify products with UC-recognized certifications, as defined by the UC Sustainable Procurement Guidelines, in both hosted and punch-out catalog e-procurement environments.

ARTICLE 23 – PATIENT PROTECTION AND AFFORDABLE CARE ACT (PPACA) EMPLOYER SHARED RESPONSIBILITY

If the Services involve Supplier furnishing UC with temporary or supplementary staffing, Supplier warrants that:

- A. If Supplier is an Applicable Large Employer (as defined under Treasury Regulation Section 54.4980H-1(a)(4)):
 - a. Supplier offers health coverage to its full-time employees who are performing Services for UC;
 - b. Supplier's cost of enrolling such employees in Supplier's health plan is factored into the fees for the Services; and



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- c. The fees for the Services are higher than what the Services would cost if Supplier did not offer health coverage to such full-time employees.
- B. If Supplier is not an Applicable Large Employer (as defined above):
 - a. Supplier offers group health coverage to its full-time employees who are performing Services for UC and such coverage is considered Minimum Essential Coverage (as defined under Treasury Regulation Section 1-5000A-2) and is Affordable (as defined under Treasury Regulation Section 54.4980H-5(e)); or
 - b. Supplier’s full-time employees who are performing services for UC have individual coverage and such coverage satisfies the PPACA requirements for mandated individual coverage.
- C. Supplier acknowledges that UC is relying on these warranties to ensure UC’s compliance with the PPACA Employer Shared Responsibility provision.

ARTICLE 24 - PREVAILING WAGES

Unless UC notifies Supplier that the Services are not subject to prevailing wage requirements, Supplier will comply, and will ensure that all sub-suppliers comply, with California prevailing wage provisions, including but not limited to those set forth in Labor Code sections 1770, 1771, 1771.1, 1772, 1773, 1773.1, 1774, 1775, 1776, 1777.5, and 1777.6. For purposes of the Agreement, the term “sub-supplier” means a person or firm, of all tiers, that has a contract with Supplier or with a sub-supplier to provide a portion of the Services. The term sub-supplier will not include suppliers, manufacturers, or distributors. Specifically, and not by way of limitation, if apprenticeship occupations are involved in providing the Services, Supplier will be responsible for ensuring that Supplier and any sub-suppliers comply with Labor Code Section 1777.5. Supplier and sub-supplier may not provide the Services unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5 and 1771.1.

Notwithstanding the foregoing provisions, Supplier will be solely responsible for tracking and ensuring proper payment of prevailing wages regardless if Services are partially or wholly subject to prevailing wage requirements. In every instance, Supplier will pay not less than the UC Fair Wage (defined as \$13 per hour as of 10/1/15, \$14 per hour as of 10/1/16, and \$15 per hour as of 10/1/17) for Services being performed at a UC Location (defined as any location owned or leased by UC).

The California Department of Industrial Relations (DIR) has ascertained the general prevailing per diem wage rates in the locality in which the Services are to be provided for each craft, classification, or type of worker required to provide the Services. A copy of the general prevailing per diem wage rates will be on file at each UC Location’s procurement office, and will be made available to any interested party upon request. Supplier will post at any job site:

- A. Notice of the general prevailing per diem wage rates, and
- B. Any other notices required by DIR rule or regulation

By this reference, such notices are made part of the Agreement. Supplier will pay not less than the prevailing wage rates, as specified in the schedule and any amendments thereto, to all workers employed by Supplier in providing the Services. Supplier will cause all subcontracts to include the provision that all sub-suppliers will pay not less than the prevailing rates to all workers employed by such sub-suppliers in providing the Services. The Services are subject to compliance monitoring and enforcement by the DIR. Supplier will forfeit, as a penalty, not more than \$200 for each calendar day or portion thereof for each worker that is paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any portion of the Services provided by Supplier or any sub-supplier. The amount of this penalty will be determined pursuant to applicable law. Such



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forfeiture amounts may be deducted from the amounts due under the Agreement. If there are insufficient funds remaining in the amounts due under the Agreement, Supplier will be liable for any outstanding amount remaining due. Supplier will also pay to any worker who was paid less than the prevailing wage rate for the work or craft for which the worker was employed for any portion of the Services, for each day, or portion thereof, for which the worker was paid less than the specified prevailing per diem wage rate, an amount equal to the difference between the specified prevailing per diem wage rate and the amount which was paid to the worker. Review of any civil wage and penalty assessment will be made pursuant to California Labor Code section 1742.

ARTICLE 25 – FAIR WAGE/FAIR WORK

If the Agreement is for Services that will be performed at one or more UC Locations, does not solely involve furnishing Goods, and are not subject to extramural awards containing sponsor-mandated terms and conditions, Supplier warrants that it is in compliance with applicable federal, state and local working conditions requirements, including but not limited to those set forth in Articles 11, 12 and 14 herein, and that Supplier pays its employees performing the Services no less than the UC Fair Wage. Supplier agrees UC may conduct such UC Fair Wage/Fair Work interim compliance audits as UC reasonably requests, as determined in UC's sole discretion. Supplier agrees to post UC Fair Wage/Fair Work notices, in the form supplied by UC, in public areas (such as break rooms and lunch rooms) frequented by Supplier employees who perform Services.

For Services rendered (actual spend) not subject to prevailing wage requirements in excess of \$100,000 in a year (under the Agreement or any combination of agreements for the same service), Supplier will

- a. At Supplier's expense, provide an annual independent verification (<https://www.ucop.edu/procurement-services/for-suppliers/fwfw-resources-suppliers.html>) performed by a licensed public accounting firm (independent accountant) or the Supplier's independent internal audit department (<http://na.theiia.org/standards-guidance/topics/Pages/Independence-and-Objectivity.aspx>) in compliance with UC's required verification standards and procedures (<https://www.ucop.edu/procurement-services/for-suppliers/fwfw-resources-suppliers.html>), concerning Supplier's compliance with this provision, and
- b. Ensure that in the case of a UC interim audit, its independent accountant/independent internal auditor makes available to UC its work papers for UC Fair Wage/Fair Work for the most recent verification period. Supplier agrees to provide UC with a UC Fair Wage/Fair Work verification annually, in a form acceptable to UC, no later than ninety days after the end of the 12-month period in which \$100,000 in spend is reached.

The Fair Wage Fair Work annual independent verification requirement does not extend to contracts for professional services or consulting for which pre-certification has been provided to UC (<https://www.ucop.edu/procurement-services/for-suppliers/fwfw-resources-suppliers.html>). Please see the UC Procurement/Supply Chain Management Policy BUS-43 (<https://www.ucop.edu/procurement-services/policies-forms/business-and-finance/index.html>) for the definition of professional services and consulting.

ARTICLE 26 – MEDICAL DEVICES



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This Article applies when the Goods and/or Services involve UC purchasing or leasing one or more medical devices from Supplier, or when Supplier uses one or more medical devices in providing Goods and/or Services to UC.

Medical Device as used herein will have the meaning provided by the U.S. Food and Drug Administration (“FDA”) and means an instrument, apparatus, implement, machine, contrivance, implant, in vitro reagent, or other similar or related article, including a component part, or accessory which is:

- a. Recognized in the official National Formulary, or the United States Pharmacopoeia, or any supplement to them;
- b. Intended for use in the diagnosis of disease or other conditions, or in the cure, mitigation, treatment, or prevention of disease, in humans or other animals, or
- c. Intended to affect the structure or any function of the body of humans or other animals, and which does not achieve any of its primary intended purposes through chemical action within or on the body of humans or other animals and which is not dependent upon being metabolized for the achievement of any of its primary intended purposes.

Supplier warrants that prior to UC’s purchase or lease of any Medical Device or Supplier’s use of any Medical Device in providing Goods and/or Services hereunder, Supplier will:

- a. Perform security testing and validation for each such Goods and/or Services or Medical Device, as applicable;
- b. Perform security scans to detect malware on any software embedded within any Goods and/or Services or Medical Device, as applicable, in order to verify that the software does not contain any known malware;
- c. Conduct a vulnerability scan encompassing all ports and fuzz testing; and
- d. Provide UC with reports for a-c. Supplier warrants that all Goods or Medical Devices are compliant with FDA’s most current guidance or regulation for the quality system related to the cybersecurity and the Management of Cybersecurity in Medical Devices, and that Supplier will maintain compliance with any updates to such guidance or regulations.

Throughout Supplier’s performance of this Agreement, Supplier will provide UC with reasonably up-to-date patches, firmware and security updates for any Medical Device provided to UC, and any other Medical Device used in the course of providing Services, as applicable. All such patches and other security updates will be made available to UC within thirty (30) days of its commercial release or as otherwise recommended by Supplier or Supplier’s sub-supplier, whichever is earlier.

Supplier warrants that all software and installation media not specifically required for any Medical Device used by Supplier or Goods and/or Services delivered to UC under this Agreement as well as files, scripts, messaging services and data will be removed from all such Goods and/or Services or Medical Device following installation, and that all hardware ports and drivers not required for use or operation of such Goods and/or Services or Medical Device will be disabled at time of installation. In addition, Medical Devices must be configured so that only Supplier-approved applications will run on such Medical Devices.

Supplier agrees that UC may take any and all actions that it, in its sole discretion, deems necessary to address, mitigate and/or rectify any real or potential security threat, and that no such action, to the



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extent such action does not compromise device certification, will impact, limit, reduce or negate Supplier's warranties or any of Supplier's other obligations hereunder.

Supplier warrants that any Medical Device provided to UC, and any other Medical Device used in the course of providing such Goods and/or Services, meet and comply with all cyber-security guidance and similar standards promulgated by the FDA and any other applicable regulatory body.

If the Goods and/or Services entail provision or use of a Medical Device, Supplier will provide UC with a completed Manufacturer Disclosure Statement for Medical Device Security (MDS2) form for each such Medical Device before UC is obligated to purchase or lease such Medical Device or prior to Supplier's use of such device in its performance of Services. If Supplier provides an MDS2 form to UC concurrently with its provision of Goods and/or Services, UC will have a reasonable period of time to review such MDS2 form, and if the MDS2 form is unacceptable to UC, then UC in its sole discretion may return the Goods or terminate the Agreement with no further obligation to Supplier.

ARTICLE 27 – FORCE MAJEURE

Neither Party shall be deemed to be in default of or to have breached any provision of this Agreement due to a delay, failure in performance or interruption of service, if such performance or service are impossible to execute, illegal or commercially impracticable, because of the following "force majeure" occurrences: acts of God, acts of civil or military authorities, civil disturbances, wars, strikes or other labor disputes, transportation contingencies, freight embargoes, acts or orders of any government or agency or official thereof, earthquakes, fires, floods, unusually severe weather, epidemics, pandemics, quarantine restrictions and other catastrophes or any other similar occurrences beyond such party's reasonable control. In every case, the delay or failure in performance or interruption of service must be without the fault or negligence of the Party claiming excusable delay and the Party claiming excusable delay must promptly notify the other Party of such delay. Performance time under this Agreement shall be considered extended for a period of time equivalent to the time lost because of the force majeure occurrence; provided, however, that if any such delay continues for a period of more than thirty (30) days, UC shall have the option of terminating this Agreement upon written notice to Supplier.

ARTICLE 28 – ASSIGNMENT AND SUBCONTRACTING

Except as to any payment due hereunder, Supplier may not assign or subcontract the Agreement without UC's written consent. In case such consent is given, the assignee or subcontractor will be subject to all of the terms of the Agreement.

ARTICLE 29 – NO THIRD-PARTY RIGHTS

Nothing in the Agreement, express or implied, is intended to make any person or entity that is not a signer to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

ARTICLE 30 – OTHER APPLICABLE LAWS

Any provision required to be included in a contract of this type by any applicable and valid federal, state or local law, ordinance, rule or regulations will be deemed to be incorporated herein.

ARTICLE 31 – NOTICES



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A Party must send any notice required to be given under the Agreement by overnight delivery or by certified mail with return receipt requested, to the other Party's representative at the address specified by such Party.

ARTICLE 32 – SEVERABILITY

If a provision of the Agreement becomes, or is determined to be, illegal, invalid, or unenforceable, that will not affect the legality, validity or enforceability of any other provision of the Agreement or of any portion of the invalidated provision that remains legal, valid, or enforceable.

ARTICLE 33 – WAIVER

Waiver or non-enforcement by either Party of a provision of the Agreement will not constitute a waiver or non-enforcement of any other provision or of any subsequent breach of the same or similar provision.

ARTICLE 34 – AMENDMENTS

The Parties may make changes in the Goods and/or Services or otherwise amend the Agreement, but only by a writing signed by both Parties' authorized representatives. In the event there is a Material Change to the Agreement, the parties agree to meet and confer in good faith in order to modify the terms of the Agreement. A Material Change as used herein refers to:

- a. A change to the scope of Goods and/or Services to be provided by Supplier, as agreed to by UC;
- b. A change in the Institutional Information Supplier is required to create, receive, maintain or transmit in performance of the Agreement, such that the Protection Level Classification of such Institutional Information changes;
- c. Changes in the status of the parties;
- d. Changes in flow down terms from external parties; and
- e. Changes in law or regulation applicable to this Agreement.

Each party shall notify the other party upon the occurrence of a Material Change.

ARTICLE 35 – GOVERNING LAW AND VENUE

California law will control the Agreement and any document to which it is appended. The exclusive jurisdiction and venue for any and all actions arising out of or brought under the Agreement is in a state court of competent jurisdiction, situated in the county in the State of California in which the UC Location is located or, where the procurement covers more than one UC Location, the exclusive venue is Alameda County, California.

ARTICLE 36 – ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

Supplier will make itself and its employees, subcontractors, or agents assisting Supplier in the performance of its obligations reasonably available to UC at no cost to UC to testify as witnesses, or otherwise, in the event of investigations, or proceedings against UC, its directors, officers, agents, or employees relating to the Goods or Services.

ARTICLE 37 – SUPPLIER TERMS

Any additional terms that Supplier includes in an order form or similar document will be of no force and effect, unless UC expressly agrees in writing to such terms.



ARTICLE 38 – SURVIVAL CLAUSE

Upon expiration or termination of the Agreement, the following provisions will survive: WARRANTIES; INTELLECTUAL PROPERTY, COPYRIGHT, PATENTS, AND DATA RIGHTS; INDEMNITY AND LIABILITY; USE OF UC NAMES AND TRADEMARKS; LIABILITY FOR UC-FURNISHED PROPERTY; COOPERATION; TERMS APPLICABLE TO THE FURNISHING OF GOODS; AUDIT REQUIREMENTS; PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF INSTITUTIONAL INFORMATION; GOVERNING LAW AND VENUE, and, to the extent incorporated into the Agreement, the terms of the APPENDIX–DATA SECURITY, APPENDIX–BAA, and/or APPENDIX-GDPR.

ARTICLE 39 – CONTRACTING FOR COVERED SERVICES

Covered Services, for the purpose of this Agreement, are defined as work customarily performed by bargaining unit employees at the University in the categories of services described in Regents Policy 5402, and American Federation of State, County, and Municipal Employees (AFSCME) Collective Bargaining Agreement Article 5. Covered Services include, but are not necessarily limited to, the following services: cleaning, custodial, janitorial, or housekeeping services; food services; laundry services; grounds keeping; building maintenance (excluding skilled crafts); transportation and parking services; security services; billing and coding services; sterile processing; hospital or nursing assistant services; and medical imaging or other medical technician services.

Unless UC notifies Supplier that the Services are not Covered Services, Supplier warrants that it is in compliance with applicable federal, state and local working conditions requirements, including but not limited to those set forth in in other Articles of the Agreement. In accordance with Regents Policy 5402 and AFSCME Collective Bargaining Agreement Article 5, Supplier also warrants that it pays its employees performing the Covered Services at UC locations the equivalent value of the wages and benefits – as determined in the Wage and Benefit Parity Appendix – received by UC employees providing similar services at the same, or nearest UC location.

Supplier agrees UC may conduct such compliance audits as UC reasonably requests, and determined at UC's sole discretion. Supplier agrees to post UC Contracting for Covered Services notices, in the template supplied by UC, in a prominent and accessible place (such as break rooms and lunch rooms) where it may be easily seen by workers who perform Covered Services. The term "Supplier" includes Supplier and its Sub-Suppliers at any tier. Supplier also agrees to:

- a. Upon UC's request, provide verification of an independent audit performed by Supplier's independent auditor or independent internal audit department (<http://na.theiia.org/standards-guidance/topics/Pages/Independence-and-Objectivity.aspx>) and at Supplier's expense; and
- b. Ensure that, in the case of a UC interim audit, Supplier's auditor makes available to UC its Contracting for Covered Services work papers for the most recently audited time period. Supplier agrees to provide UC requested verification, in a form acceptable to UC, no later than ninety days after receiving UC's request.



ARTICLE 1. PURPOSE AND INTRODUCTION

- A. In the course of providing the Goods and/or Services contemplated by the Agreement, Supplier may gain access to the University of California's (UC) Institutional Information and/or IT Resources (both defined below). In such an event, UC and Supplier desire to appropriately protect Institutional Information and IT Resources. The purpose of this Appendix-Data Security is to specify Supplier's cybersecurity and risk management responsibilities when Supplier has access to Institutional Information and/or IT Resources.
- B. Any capitalized terms used here have the meaning ascribed to such terms as set forth in the Agreement or Incorporated Documents.
- C. Supplier must provide commercially acceptable cybersecurity and cyber risk management to protect Institutional Information and/or IT Resources. This must include, but is not limited to the Supplier:
1. Developing and documenting a plan that protects Institutional Information and IT Resources.
 - Supplier must responsibly execute this plan.
 - Supplier's approach must conform to a recognized cybersecurity framework designed for that purpose.¹
 - Supplier's information security plan must be supported by a third-party review or certification. Supplier may only use an alternative to a third-party review if approved by the responsible UC Information Security Officer.
 2. Conducting an accurate and thorough assessment of the potential risks to and vulnerabilities of the security of the Institutional Information and/or IT Resources. Supplier must mitigate anticipated risks effectively. This includes implementing commercially acceptable security policies, procedures, and practices that protect Institutional Information and/or IT Resources.
 3. Updating its plan to effectively address new cybersecurity risks.
 4. Complying with pertinent contractual and regulatory responsibilities.
 5. Providing UC with evidence of compliance with Supplier's information security plan.
 6. Keeping UC informed with timely updates on risks, vulnerabilities, Security Incidents, and Breaches.
 7. Keeping UC informed of any measures UC must perform to ensure the security of Institutional Information and IT Resources.

¹ Examples include the latest versions of PCI DSS, NIST CSF, CIS Critical Security Controls, ISO 27002, NIST SP 800-53 and NIST SP 800-171.

- D. If, in the course of providing the Goods and/or Services under the Agreement, Supplier engages in transactions with UC affiliated individuals (including but not limited to: students, staff, faculty, customers, patients, guests, volunteers, visitors, research subjects, etc.), as a benefit and result of the Agreement, Supplier must treat any data about UC affiliated individuals that Supplier creates, receives, and/or collects in the course of those transactions with the same level of privacy and security protections and standards as required of Institutional Information by this Appendix.
- E. Supplier agrees to be bound by the obligations set forth in this Appendix. To the extent applicable, Supplier also agrees to impose, by written contract, the same terms and conditions contained in this Appendix on any sub-supplier retained by Supplier to provide or assist in providing the Goods and/or Services to UC.
- F. To the extent that a requirement of this Appendix conflicts with those of any other UC Agreement or Incorporated Document, the most stringent requirement (including but not limited to: least risk to UC, shortest time, best practice, etc.) will apply.

ARTICLE 2. DEFINED TERMS

- A. **“Breach”** means: (1) Any disclosure of Institutional Information to an unauthorized party or in an unlawful manner; (2) Unauthorized or unlawful acquisition of information that compromises the security, confidentiality, or integrity of Institutional Information and/or IT Resources; or (3) The acquisition, access, use, or disclosure of protected health information (PHI) or medical information in a manner not permitted under the Health Insurance Portability and Accountability Act (HIPAA) or California law.
- B. **“Illicit Code”** means: (1) Any code UC would not reasonably expect to be present or operating; (2) Hidden software or functionality with adverse or undesired actions or consequences; (3) Code that replicates or transmits Institutional Information or activates operating systems or other similar services without the express knowledge and approval of UC; (4) Code that alters, damages, or erases any Institutional Information or software without the express knowledge and approval of UC; or (5) Code or apparatus that functions in any way as a: key lock, node lock, time-out, “back door,” “trap door,” “booby trap,” “dead drop device,” “data scrambling device,” or other function, regardless of how it is implemented, which is intended to alter or restrict the use of or access to any Institutional Information and/or IT Resources.
- C. **“Institutional Information”** means: Any information or data created, received, and/or collected by UC or on its behalf, including but not limited to: application logs, metadata, and data derived from such data.
- D. **“IT Resource”** means: IT infrastructure, cloud services, software, and/or hardware with computing and/or networking capability that is Supplier owned/managed or UC-owned, or a personally owned device that stores Institutional Information, is connected to UC systems, is connected to UC networks, or is used for UC business. IT Resources include, but are not limited to: personal and mobile computing systems and devices,

mobile phones, printers, network devices, industrial control systems (including but not limited to: SCADA, PLCs, DPC, Operational Technology, etc.), access control systems, digital video monitoring systems, data storage systems, data processing systems, backup systems, electronic and physical media, biometric and access tokens, Internet of Things (IoT), or any other device that connects to any UC network.

E. **“Major Change”** means: The implementation of a change that could have an effect on the security of an IT Resource or Institutional Information. The scope includes changes to architectures, processes, tools, metrics, and documentation, as well as changes to IT services and other configuration items. These include changes related to:

1. Technology upgrades or migrations.
2. Responses to Security Incidents.
3. Modifications of scope (data elements, features, location of Institutional Information, etc.).
4. Regulatory guidance.
5. Law and legal regulations.
6. Responses to risk assessments.
7. Addressing vulnerabilities.
8. Material updates or shifts in technologies used by Supplier.

F. **“Security Incident”** means: (1) A material compromise of the confidentiality, integrity, or availability of Institutional Information; (2) A single event or a series of unwanted or unexpected events that has a significant probability of compromising UC business operations or threatening Institutional Information and/or IT Resources; (3) Any event involving a cyber intrusion; or (4) A material failure of Supplier’s administrative, technical, or physical controls that resulted or could have resulted in an adverse impact to the confidentiality, integrity, or availability of Institutional Information or IT Resources.

ARTICLE 3. ACCESS TO INSTITUTIONAL INFORMATION AND IT RESOURCES

A. Supplier must limit its access to, use of, and disclosure of Institutional Information and IT Resources to the least invasive degree necessary required to provide the Goods and/or Services.

1. Supplier may not access or use Institutional Information and IT Resources for any purpose except to provide the Goods and/or Services.
2. For the avoidance of doubt, Supplier may not access, use, or disclose Institutional Information and IT Resources outside the scope of the Agreement for purposes of, including but not limited to: marketing, advertising, research, sale, or licensing unless expressly approved in writing by UC.

B. In the event that Goods and/or Services include the review of a specific Security Incident or a threat to or anomaly in Institutional Information or IT Resources, Supplier must limit inspection to the least invasive degree necessary required to perform the investigation.

ARTICLE 4. SUPPLIER'S INFORMATION SECURITY PLAN AND RESPONSIBILITIES

- A. Supplier acknowledges that UC must comply with information security standards as required by law, regulation, and regulatory guidance, as well as by UC's internal security program that protects Institutional Information and IT Resources.
- B. Supplier must establish, maintain, comply with, and responsibly execute its information security plan.
- C. Supplier's initial information security plan is attached as Exhibit 2 and incorporated by reference.
- D. Updates to Exhibit 2 will occur as follows:
1. On an annual basis, Supplier will review its information security plan, update it as needed, and submit it upon written request by UC.
 2. In the event of a Major Change, Supplier will review its information security plan, update it as needed, and submit it to UC as detailed herein.
- E. If Supplier makes any material modifications to its information security plan that will affect the security of Institutional Information and IT Resources, Supplier must notify UC within seventy-two (72) calendar hours and identify the changes.
- F. Supplier's Information Security Plan must:
1. Ensure the security (including but not limited to: confidentiality, integrity, and availability) of Institutional Information and IT Resources through the use and maintenance of appropriate administrative, technical, and physical controls;
 2. Protect against any reasonably anticipated threats or hazards to Institutional Information and IT Resources;
 3. Address the risks associated with Supplier having access to Institutional Information and IT Resources;
 4. Comply with applicable regulations and/or external obligations listed in Exhibit 1;
 5. Comply with all applicable legal and regulatory requirements for data protection, security, and privacy;
 6. Clearly document the cybersecurity responsibilities of each party;
 7. Follow UC records retention requirements outlined in the Statement of Work (SOW) or in UC's Terms and Conditions;
 8. Prevent the sharing of passwords or authentication secrets that provide access to Institutional Information and/or IT Resources;
 9. Prevent the use of passphrases (passwords) or other authentication secrets that are common across customers or multiple unrelated UC sites or units;
 10. Prevent unauthorized access to Institutional Information and IT Resources;
 11. Prevent unauthorized changes to IT Resources;
 12. Prevent the reduction, removal, or turning off of any security control without express written approval from UC;

13. Prevent the creation of new Supplier accounts to access Institutional Information and IT Resources without express written approval from UC;
14. Prevent the storing, harvesting, or passing through of UC credentials (username, password, authentication secret, or other factor); and
15. Prevent the use or copying of Institutional Information for any purpose not authorized under the Agreement or any associated Statement of Work (SOW).

ARTICLE 5. REQUESTS FROM UC AND EVIDENCE OF COMPLIANCE

- A. Supplier must provide UC with evidence that demonstrates to UC's reasonable satisfaction Supplier's adherence to its information security plan (including but not limited to: third-party report, attestation signed by an authorized individual, attestation of compliance by a qualified assessor, or a mutually agreed upon equivalent) upon execution of the Agreement, upon reasonable request (including but not limited to: annually, after Major Changes, and/or as a result of a Security Incident), or as required by any applicable regulatory or governmental authority.
- B. Supplier must respond to UC's reasonable questions related to cybersecurity controls, Security Incidents, or Major Changes, newly published vulnerabilities, and/or risk assessments within ten (10) business days.
- C. UC may request and perform a security audit using a qualified third party or a mutually agreed upon alternative annually or as a result of a Breach.

ARTICLE 6. NOTIFICATION OF MAJOR CHANGES AND VULNERABILITY DISCLOSURES

- A. Within twenty (20) business days, Supplier must notify UC regarding changes in Supplier's security posture or IT infrastructure. Such notices must occur:
 1. When Major Changes happen.
 2. When Supplier becomes aware of a vulnerability that warrants a CVE² rating of "High" or "Critical," based on the latest CVE version, for which a patch is not yet available or for which Supplier will delay application of an available patch.
- B. Supplier must use commercially acceptable efforts to remediate, within twenty (20) business days, any vulnerability rated as CVE High or Critical.
- C. In response to Major Changes, Supplier must update its information security plan no later than fifteen (15) days into the next calendar quarter and must provide updated evidence of compliance with the information security plan.

² Common Vulnerabilities and Exposures (CVE) is a dictionary-type list of standardized names for vulnerabilities and other information related to security exposures maintained by The MITRE Corporation. CVE aims to standardize the names for all publicly known vulnerabilities and security exposures. The goal of CVE is to make it easier to share data across separate vulnerability databases and security tools. The CVE list can be found at: cve.mitre.org

ARTICLE 7. RETURN AND DISPOSAL OF INSTITUTIONAL INFORMATION

- A. Within thirty (30) calendar days of the termination, cancellation, expiration, or other conclusion of the Agreement, Supplier must return all Institutional Information to UC and then dispose of the Institutional Information in possession of Supplier as detailed herein. This provision also applies to all Institutional Information that is in the possession of sub-suppliers or agents of Supplier.
- B. Such disposal will be accomplished using the methods described in UC's Institutional Information Disposal Standard (<https://security.ucop.edu/policies/institutional-information-disposal.html>) or an alternative approved by UC.
- C. Supplier will certify in writing to UC that such return and/or disposal has been completed.
- D. If Supplier believes that return and/or disposal of Institutional Information is technically impossible or impractical, Supplier must provide UC with a written statement explaining the reason for this conclusion. If UC determines that return and/or disposal is technically impossible or impractical, Supplier will continue to protect the Institutional Information in accordance with the terms of this Appendix for as long as the Institutional Information is in Supplier's possession.

ARTICLE 8. NOTIFICATION OF CORRESPONDENCE CONCERNING INSTITUTIONAL INFORMATION

- A. Supplier agrees to notify UC promptly, both orally and in writing, but in no event more than seventy-two (72) calendar hours after Supplier receives correspondence or a complaint that relates to a regulation, contractual obligation, Breach, or material risk concerning Institutional Information. For purposes of this Article 8.A, a correspondence or complaint may include, but is not limited to, any communication that originates from law enforcement, regulatory or governmental agencies, government investigators, corporations, or an individual, but excludes normal customer service correspondence or inquiries.

ARTICLE 9. COORDINATING, REPORTING, AND RESPONDING TO BREACHES AND SECURITY INCIDENTS

- A. **Reporting of Breach or Security Incident:** If Supplier reasonably suspects or confirms a Breach and/or a Security Incident impacting Institutional Information and/or IT Resources, Supplier must promptly notify UC both orally and in writing using the contacts in the Agreement. Supplier must provide such notifications no later than (1) seventy-two (72) calendar hours after the initial suspicion of a Security Incident and/or Breach and (2) seventy-two (72) calendar hours after the initial confirmation of a Security Incident and/or Breach, if Supplier is able to make such a confirmation. Supplier's notification must identify:
1. Contacts for both technical and management coordination;

2. Escalation and identifying information, such as ticket numbers, system identifiers, etc.;
 3. The nature of the Breach and/or Security Incident;
 4. The Institutional Information and/or IT Resources affected;
 5. What Supplier has done or will do to mitigate any deleterious effect; and
 6. What corrective action Supplier has taken or will take to prevent future Security Incidents.
- B. Supplier will provide other information as reasonably requested by UC.
- C. In the event of a suspected Breach and/or Security Incident, Supplier will keep UC informed regularly of the progress of its investigation until the incident is resolved.
- D. **Coordination of Breach Response or Security Incident Activities:** Supplier will fully cooperate with UC's investigation of any Breach and/or Security Incident involving Supplier and/or Goods and/or Services. Supplier's full cooperation will include, but not be limited to, Supplier:
1. Promptly preserving any potential forensic evidence relating to the Breach and/or Security Incident;
 2. Remediating the Breach and/or Security Incident as quickly as circumstances permit;
 3. Promptly, but no more than seventy two (72) calendar hours after the discovery of Breach and/or Security Incident, designating a contact person to whom UC will direct inquiries and who will communicate Supplier responses to UC inquiries;
 4. As rapidly as circumstances permit, assigning/using appropriate resources to remedy, investigate, and document the Breach and/or Security Incident, to restore UC service(s) as directed by UC, and undertake appropriate response activities;
 5. Providing status reports to UC regarding Breach and Security Incident response activities, either on a daily basis or a frequency approved by UC;
 6. Coordinating all media, law enforcement, or other Breach and/or Security Incident notifications with UC in advance of such notification(s), unless expressly prohibited by law;
 7. Ensuring that knowledgeable Supplier employees are available on short notice, if needed, to participate in UC and Supplier initiated meetings and/or conference calls regarding the Breach and/or Security Incident; and
 8. Ensuring that knowledgeable Supplier employees and agents participate in after-action analysis, including root cause analysis and preventive action planning.
- E. **Breaches and Security Incidents – Corrective And Preventive Action:** As a result of a Breach and/or Security Incident impacting Institutional Information and/or IT Resources, and upon UC's request, Supplier must prepare a report detailing corrective and preventive actions. The report must include:

1. A mutually agreed upon timeline for the corrective and preventive actions based on the nature of the Breach and/or Security Incident;
 2. Identification and description of the root causes; and
 3. Precise steps Supplier will take to address the failures in the underlying administrative, technical, and/or physical controls to mitigate damages and future cyber risk.
- F. **Costs:** Supplier must reimburse UC for reasonable costs related to responding to Breaches impacting Institutional Information and IT Resources caused by Supplier. This includes all costs associated with notice and/or remediation of the Breach.
- G. **Grounds for Termination:** Any Breach may be grounds for termination of the Agreement by UC. Agreement obligations to secure, dispose, and report continue through the resolution of the Breach and/or Security Incident.

ARTICLE 10. ILLICIT CODE WARRANTY

- A. Supplier represents and warrants that the Goods and/or Services do not contain Illicit Code.
- B. To the extent that any Goods and/or Services have Illicit Code written into them, Supplier will be in breach of this Agreement, and no cure period will apply.
- C. Supplier agrees, in order to protect UC from damages that may be intentionally or unintentionally caused by the introduction of Illicit Code, to promptly isolate or otherwise secure and then return Institutional Information and/or IT Resources.
- D. Supplier acknowledges that it does not have any right to electronically hold Institutional Information or assert any claim against UC by withholding the Goods and/or Services using Illicit Code.
- E. Should Supplier learn of the presence of Illicit Code, Supplier will promptly provide UC with written notice explaining the scope and associated risk.
- F. Supplier represents and warrants that it will take commercially reasonable steps to promptly remove Illicit Code.
- G. Supplier represents and warrants that even if Illicit Code is unintentionally installed via any method, Supplier will never utilize the Illicit Code.
- H. This provision does not relate to malware or viruses that attack the running IT Resource. These are covered under ARTICLE 9 - COORDINATING, REPORTING, AND RESPONDING TO BREACHES AND SECURITY INCIDENTS.

ARTICLE 11. BACKGROUND CHECKS

- A. Before Supplier's employee, sub-supplier, or agent may access Institutional Information and/or IT Resources classified at Protection Level 3 or Protection Level 4³, Supplier must conduct a thorough and pertinent background check. Supplier must evaluate the results prior to granting access in order to assure that there is no indication

³ See Exhibit 1.

that the employee, sub-supplier, or agent presents a risk to Institutional Information and IT Resources.

B. Supplier must retain each employee's, sub-supplier's, or agent's background check documentation for a period of three (3) years following the termination of the Agreement.

Exhibit 1 – Institutional Information

1. Protection Level Classification⁴:

- Protection Level 1
- Protection Level 2
- Protection Level 3
- Protection Level 4

Explanation: [Optional, add detail if needed, may be covered in SOW]

The Protection Level determines the applicable cyber security insurance requirement in the Terms and Conditions.

2. Institutional Information data element descriptors:

Select all data types that apply:

- A. Animal Research Data.
- B. Controlled Technical Information (CTI).
- C. Controlled Unclassified Information (CUI) – 800-171/NARA.
- D. Defense Department: Covered Defense Information (CDI).
- E. Federal Acquisition Regulations (FARS/DFAR) other than CUI.
- F. GDPR personal data.
- G. GDPR special data.
- H. Health data – other identifiable medical data not covered by HIPAA. (Including but not limited to: occupational health, special accommodation, or services qualification, etc.)
- I. Health Records subject to HIPAA Privacy or Security Rule (PHI).
- J. Human Subject Research Data.
 - 1. Identified.
 - 2. Anonymized.
- K. Intellectual property (IP), such as patents, copyright, or trade secrets.
- L. ITAR/EAR-controlled data.
- M. Payment card data (PCI, PCI DSS).
- N. Personally identifiable information – PII.
- O. Student data, whether or not subject to FERPA.
- P. Other: _____
- Q. Other: _____

⁴ For reference see: <https://security.ucop.edu/policies/institutional-information-and-it-resource-classification.html>

- R. Other: _____
- S. Other: _____

3. Institutional Information Regulation or Contract Requirements:

Select all regulations or external obligations that apply to inform UC and the Supplier of obligations related to this Appendix:

Privacy (* indicates data security requirements are also present)

- A. California Confidentiality of Medical Information Act (CMIA) *.
- B. California Consumer Privacy Act (CCPA).
- C. California Information Practices Act (IPA).
- D. European Union General Data Protection Regulation (GDPR)*.
- E. Family Educational Rights and Privacy Act (FERPA) *.
- F. Federal Policy for the Protection of Human Subjects (“Common Rule”).
- G. Genetic Information Nondiscrimination Act (GINA).
- H. Gramm-Leach-Bliley Act (GLBA) (Student Financial Aid) *.
- I. Health Insurance Portability and Accountability Act/Health Information Technology for Economic and Clinical Health Act (HIPAA/HITECH) *.
- J. Substance Abuse and Mental Health Services Administration SAMHSA (CFR 42 Part 2).
- K. The Fair and Accurate Credit Transaction Act (FACTA).
- L. The Fair Credit Reporting Act (FCRA).

Data Security

- M. Chemical Facility Anti-Terrorism Standards (CFATS).
- N. Defense Federal Acquisition Regulations (DFARS).
- O. Export Administration Regulations (EAR).
- P. Federal Acquisition Regulations (FARS).
- Q. Federal Information Security Modernization Act (FISMA).
- R. International Traffic in Arms Regulations (ITAR).
- S. Payment card data (PCI, PCI DSS).
- T. Toxic Substances Control Act (TSCA).
- U. Other: _____
- V. Other: _____
- W. Other: _____
- X. Other: _____

Exhibit 2

Supplier's Initial Information Security Plan

Insight Global maintains an internal framework of IT and business controls established and implemented based on industry standards, best practice and applicable regulations. Technical controls include data encryption, both in-motion, and at rest; firewalling/IPS strategies, endpoint-detection, and other technologies/capabilities in a layered defense-in-depth posture.

Insight Global's internal framework does not extend to a client's systems or policies/procedures. Insight Global consultants operate in accordance with the client's policies/procedures. Client data is not stored/transmitted/processed on Insight Global infrastructure.



UNIVERSITY OF CALIFORNIA

Appendix – Business Associate Agreement

This Appendix - Business Associate Agreement ("Appendix BAA") supplements and is made a part of any and all agreements entered into by and between The Regents of the University of California, a California corporation ("UC"), on behalf of its University of California Health System and Insight Global LLC, Business Associate ("BA").

RECITALS

- A. UC is a "Covered Entity" as defined under 45 C.F.R. § 160.103
- B. UC and BA are entering into or have entered into, and may in the future enter into, one or more agreements (each an "Underlying Agreement") under which BA performs functions or activities for or on behalf of, or provides services to UC ("Services") that involve receiving, creating, maintaining and/or transmitting Protected Health Information ("PHI") of UC as a "Business Associate" of UC as defined under 45 C.F.R. § 160.103. This Appendix BAA shall only be operative in the event and to the extent this Appendix BAA is incorporated into an Underlying Agreement between UC and BA.
- C. UC and BA desire to protect the privacy and provide for the security of PHI used by or disclosed to BA in compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the regulations promulgated thereunder by the U.S. Department of Health and Human Services (45 C.F.R. Parts 160, 162 and 164) (the "HIPAA Regulations"), the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act"), California Civil Code § 56 et seq., §§1798.82 and 1798.29, and other applicable laws and regulations. The purpose of this BA Agreement is to satisfy certain standards and requirements of HIPAA, the HIPAA Regulations, including 45 CFR § 164.504(e), the HITECH Act, including Subtitle D, part 1, as they may be amended from time to time, and similar requirements under California law.
- D. UC has designated all of its HIPAA health care components as a single component of its hybrid entity and therefore this BA Agreement is binding on all other UC health care components (collectively, the Single Health Care Component or the SHCC). This BA Agreement is effective on the date of the Underlying Agreement under which BA provides Services to UC ("Effective Date").

1. DEFINITIONS

Except for PHI, all capitalized terms in this Appendix BAA shall have the same meaning as those terms in the HIPAA Regulations.

PHI shall have the same meaning as "protected health information" in the HIPAA Regulations that is created, received, maintained, or transmitted by Business Associate or any Subcontractor on behalf of UC and shall also include "medical information" as defined at Cal. Civ. Code § 56.05.

2. OBLIGATIONS OF BA

BA agrees to:

- A. Comply with the requirements of the Privacy Rule that apply to UC in carrying out such obligations, to the extent BA carries out any obligations of UC under the Privacy Rule. BA also agrees to comply with the requirements of California state privacy laws and regulations that apply to UC in carrying out such obligations, to the extent BA carries out any obligations of UC under California Civil Code § 1798 et seq., California Civil Code § 56 et seq., and California Health & Safety Code §§ 1280.15 and 1280.18, as applicable, unless otherwise mutually agreed to by BA and UC.
- B. Not Use or Disclose PHI other than as permitted or required by the Underlying Agreement or as required by law.
- C. Use appropriate safeguards, and comply, where applicable, with 45 C.F.R. § 164 Subpart C with respect to ePHI, to prevent the Use or Disclosure of PHI other than as provided for by the Underlying Agreement(s) and the Appendix BAA.
- D. Notify UC, orally and in writing, as soon as possible, but in no event more than five (5) calendar days, after BA becomes aware of any Use or Disclosure of the PHI not permitted or required by the Appendix BAA or Underlying Agreement(s), including Breaches of unsecured PHI as required by 45 C.F.R. § 164.410 and potential compromises of UC PHI, including potential inappropriate access, acquisition, use or disclosure of UC PHI (each, collectively an “Incident”). BA shall be deemed to be aware of any such Incident, as of the first day on which it becomes aware of it, or by exercising reasonable diligence, should have been known to its officers, employees, agents or sub-suppliers. The notification to UC shall include, to the extent possible, each individual whose unsecured PHI has been, or is reasonably believed by BA to have been, accessed, acquired, used or disclosed during such Incident. BA shall further provide UC with any other available information that UC is required to include in a notification to affected individuals at the time of the notification to UC, or promptly thereafter as information becomes available. BA shall take prompt corrective action to remedy any such Incident, and, as soon as possible, shall provide to UC in writing: (i) the actions initiated by the BA to mitigate, to the extent practicable, any harmful effect of such Incident; and (ii) the corrective action BA has initiated or plans to initiate to prevent future similar Incidents.
- E. Ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of the BA agree to the same restrictions, conditions, and requirements that apply to the BA with respect to such PHI.
- F. If BA maintains PHI in a Designated Record Set, BA shall make the PHI in the Designated Record Set available to UC, or if directed by UC to the Individual or the Individual’s designee, as necessary to satisfy UC’s obligations under 45 C.F.R. § 164.524.
- G. If BA maintains PHI in a Designated Record Set, BA shall make any amendments directed or agreed to by UC pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy UC’s obligations under 45 C.F.R. § 164.526.

- H. Maintain and make available the information required to provide an accounting of disclosures to UC, or if directed by UC to the Individual, as necessary to satisfy UC's obligations under 45 C.F.R. § 164.528.
- I. Make its internal practices, books, and records, relating to the Use and Disclosure of PHI available to UC, and to the Secretary for purposes of determining UC's compliance with HIPAA, HITECH and their implementing regulations.

3. PERMITTED USES AND DISCLOSURES BY BA

BA may only Use or Disclose the Minimum Necessary PHI to perform the services set forth in the Underlying Agreement.

4. TERM AND TERMINATION

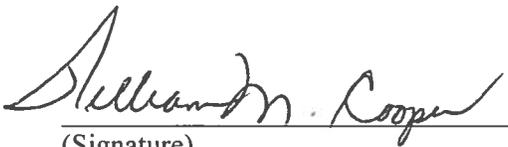
- A. Termination for Cause. UC may terminate this Appendix BAA and any Underlying Agreement(s), if UC determines BA has violated a material term of the Appendix BAA.
- B. Upon termination of this Appendix BAA for any reason, with respect to PHI received from UC, or created, maintained, or received by BA on behalf of UC, BA shall return to UC, or if agreed to by UC, destroy, all such PHI that BA still maintains in any form, and retain no copies of such PHI.

To the extent return or destruction of UC PHI is not feasible, BA shall (1) retain only that PHI which is necessary for BA to continue its proper management and administration or to carry out its legal responsibilities; and (2) continue to use appropriate safeguards for such UC PHI and comply with Subpart C of 45 C.F.R. Part 164 with respect to ePHI to prevent Use or Disclosure of the PHI, other than as provided for in this Section, for as long as BA retains the PHI.

- C. Survival. The obligations of BA under this Section 4.B shall survive the termination of this Appendix BAA and any Underlying Agreement(s).

The Appendix BAA is signed below by the parties' duly authorized representatives.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA



(Signature)

WILLIAM M. COOPER

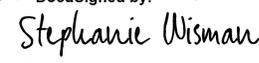
(Printed Name, Title)

AVP + CPO
8/2/19

(Date)

BUSINESS ASSOCIATE

Insight Global LLC

(Supplier Name)
DocuSigned by:


DE358BA66D144FF...
(Signature)

Stephanie Wisman Portfolio Director, Government
Services

(Printed Name, Title)

3/2/2021

(Date)



UNIVERSITY OF CALIFORNIA

Amendment to Agreement

This Amendment #1 to Agreement #2021003051 ("Agreement") is entered into between The Regents of the University of California (UC) and Supplier.

AMENDMENT TO AGREEMENT

The Agreement is hereby amended as follows:

- 1. Section 15, Additional Terms, is hereby amended to add the following:

Additional Services

Supplier may offer additional services as mutually agreed by individual Participating Public Agency subject to the Terms and Conditions of the RFP and Agreement.

All other terms, conditions and provisions of the Agreement shall remain in full force and effect.

This Amendment is signed by the parties' duly authorized representatives, and shall be effective as of April 27, 2022.

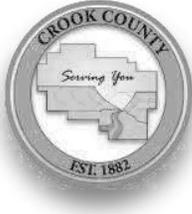
INSIGHT GLOBAL LLC

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: [Signature]
Name: Stephanie Wisman
Title: Director of Government Services
Date: 4/27/2022

DocuSigned by: [Signature]
Name: Amanda Marks
Title: Associate Director, Strategic Sourcing
Date: 4/27/2022

AGENDA ITEM REQUEST



Date:

3/25/2024

Meeting date desired:

4/3/2024

Subject:

Approval of Annual Financial Assurance Update & Recertification for Landfill

Background and policy implications:

See attached report for signature by County Board of Commissioner Chair

Budget/fiscal impacts:

NA

Requested by:

Christina Haron Finance Director christina.haron@crookcountyor.gov

Presenters:

Christina Haron Finance Director christina.haron@crookcountyor.gov

Legal review (only if requested):

Packet has been reviewed and the letter prepared by legal

Elected official sponsor (if applicable):

/



Crook County

300 NE 3rd Street • Prineville, Oregon 97754
Phone (541) 416-6555 • FAX (541) 416-3891

April 3, 2024

SENT VIA EMAIL ALSO: Todd.HESSE@deq.oregon.gov

Manager
DEQ Eastern Region
400 E. Scenic Drive Ste 307
The Dalles, OR 97058

**Re: Annual Financial Assurance Update & Recertification – Crook County Landfill
DEQ Solid Waste Disposal Site Permit No. 74 (Crook County)
Our File No: Landfill 38(B)**

Dear Sir or Madam:

I am the Chair of the Crook County Board of Commissioners, 300 NE 3rd Street, Prineville, OR 97754 (hereinafter “Permittee”). By this letter I certify that Permittee continues to assure payment of all costs associated with closure and post-closure care (together hereinafter “costs”) of the Crook County Landfill specified in DEQ Permit No. 74, as required by OAR 340-94-0140 and 0145. As the Board of Commissioners Chair, I possess the requisite authority to commit Permittee to this certification and acknowledge that this certification is an ongoing, continuing, and binding obligation of Permittee.

Permittee certifies that all costs have been derived using the best procedures available, that all factors affecting costs have been reviewed within the past twelve (12) months and that all required changes or modifications to costs have been made. If any future costs have been discounted to present value, the discount rate applied is less than or equal to the DEQ Reference Rate for the current year, and all other discounting requirements contained in OAR 340 have been met.

Permittee has chosen to assure payment of costs through use of the Local Government Financial Test. Permittee certifies that the Local Government Financial Test is adequate in amount to cover costs, including any required changes or additions thereto, is in the exact format specified and in all other respects continues to meet the requirements of OAR 340. Permittee certifies that it continues to meet all Federal and State of Oregon requirements of whatever nature to assure the payment of costs.

///

I swear (or attest) that the foregoing statement is true, accurate and complete.

Seth Crawford
Crook County Commissioner

DATE

STATE OF OREGON)
) ss.
County of Crook)

On this _____ day of April 2024, the above-named Seth Crawford, on behalf of Crook County, appeared and acknowledged the foregoing instrument to be his voluntary act and deed.

NOTARY PUBLIC FOR OREGON

Encls.:

- Annual Recertification of Financial Assurance for the Crook County Landfill issued by Christina Haron, Finance Director
- Independent Accountant’s Report (Agreed-Upon Procedures) Pauly Rogers and Co. PC

Cc: Jacquie Davis, Landfill (w/encl.)
Christina Haron, Finance (w/encl.)
County Board of Commissioners (w/encl.)

CROOK COUNTY

Treasurer-Finance-Tax Department

200 NE Second Street • Prineville, OR 97754 • Phone: 541.447.6554 • Fax 541.447.3069



March 14, 2024

Solid Waste Program Manager
DEQ Eastern Region
400 E Scenic Drive, Suite 307
The Dalles, OR 97058

Re: *ANNUAL RECERTIFICATION OF FINANCIAL ASSURANCE FOR THE CROOK COUNTY LANDFILL*

I am the Finance Director of Crook County, Oregon and am authorized to commit Crook County to the terms of this letter. This letter is in support of Crook County's use of the Local Government Financial Test to demonstrate financial assurance for the closure or post-closure plan permit financial requirements or required corrective action report at the Crook County Landfill, DEQ Permit No. 74.

Crook County prepares its financial statement according to generally accepted accounting principles. Crook County is not in default on any of its general obligation bonds and has no general obligation bonds outstanding rated at less than investment grade by Moody's Investor Service or Standard and Poor's Ratings Group.

Crook County will disclose the existence and estimated amount of closure and post-closure costs assured in the Comprehensive Annual Financial Report covering the current fiscal year and in each subsequent Comprehensive Annual Financial Report. If at any time Crook County cannot meet any requirement of this financial test, or if it receives a qualified audit from its outside auditor, it will immediately notify the Administrator and will provide an alternate financial assurance mechanism acceptable to the Administrator within 210 days of the end of the fiscal year in which such notice is given.

The estimated total current cost of the landfill closure and post-closure care reported in the Comprehensive Annual Financial Report covering the 2023 fiscal year of \$4,282,537 is based upon 0 percent of cells under final cover as of the end of the 2023 fiscal year.

Crook County has not had an operating deficit greater than 5% of revenue in more than one of the two fiscal years immediately passed.

OPERATING (SURPLUS)/DEFICIT	FISCAL YEAR	FISCAL YEAR
	<u>2022-2023</u>	<u>2021-2022</u>
	(\$9,548,242)	(\$6,204,993)

TOTAL CASH

FISCAL YEAR

FISCAL YEAR

2022-2023

2021-2022

\$96,236,761

\$104,674,278

Crook County is adequately liquid in that its liquid assets (cash plus marketable securities) are equal to or greater than 5% of expenditures for fiscal year 2022-2023, cash plus marketable securities totaled \$16,456,650, expenditures totaled \$39,857,700, resulting in a total percentage of cash plus marketable securities over total expenditures of 41.29%.

Crook County is not excessively burdened with debt. Annual debt service payments are no more than 20% of total expenditures. For fiscal year 2022-2023, annual debt service totaled \$1,270,318; total expenditures equal \$39,857,700 for a total percentage of annual debt service over total expenditure of 3.19%.

Environmental obligations do not consume a disproportionate share of Crook County revenues. All Crook County environmental obligations, including guarantees of third-party obligations, do not exceed 43% of revenues. Environmental obligations total \$4,282,537. Revenues for fiscal year 2022-2023 total \$49,400,942, resulting in environmental obligations over total revenues of 8.67%.

The agreed upon procedures letter shall be prepared in accordance with standards established by the American Institute of Certified Public Accountants and shall specify that the figures used in determining that the local government meets the local government financial test requirements are the same as the figures in the local governments referenced Comprehensive Annual Financial Report.

Sincerely,



Christina Haron, CPA
Crook County Finance Director

The Crook County FY23 Audited Financial Statements are available at the following link:

https://co.crook.or.us/sites/default/files/fileattachments/treasurer_amp_finance/page/8622/crook_county_financial_report_2023_final.pdf

If you require a paper copy of the audited financial statements, please contact our office at 541-447-6554 or christina.haron@crookcountyor.gov.



PAULY, ROGERS, AND CO., P.C.
 12700 SW 72nd Ave. Tigard, OR 97223
 (503) 620-2632 (503) 684-7523 FAX
 www.paulyrogersandcocpas.com

February 13, 2024

INDEPENDENT ACCOUNTANTS' REPORT
ON APPLYING AGREED-UPON PROCEDURES

Crook County
 Prineville, Oregon

We have performed the procedures enumerated below, solely to assist the specified parties in evaluating Crook County's compliance with Oregon Department of Environmental Quality OAR 340-094-0145(6)(g) and Federal Environmental Protection Agency 40 CFR part 258 regulations for financial assurance of closure and post-closure care activities of the municipal solid waste landfills operated by Crook County during the year ended June 30, 2023. Crook County's management is responsible for their compliance with those requirements.

Crook County has agreed to and acknowledged that the procedures performed are appropriate to meet the intended purpose of assistance in the evaluation of Crook County's compliance with the requirements noted above. This report may not be suitable for any other purpose. The procedures performed may not address all the items of interest to a user of this report and may not meet the needs of all users of this report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes.

The procedures and associated findings are as follows:

We compared amounts used by Crook County to calculate the local government financial test, to demonstrate financial assurance, to Crook County's audited financial statements as of and for the year ended June 30, 2023. Our findings are as follows:

Crook County has not operated at a deficit of greater than 5% of annual revenue in either of the past 2 years. Crook County had an operating surplus of 12.96% in fiscal year 2021-2022 and 19.33% in fiscal year 2022-2023.

Table 1	2023	2022
Operating surplus (deficit)	\$ 9,548,242	\$ 6,204,993
Operating surplus (deficit) percentage	19.33%	12.96%
Total revenue (see Exhibit A for 2023)	\$ 49,400,942	\$ 47,860,975
Total expenditures (see Exhibit B for 2023)	\$ 39,852,700	\$ 41,655,982

Crook County has a ratio of available cash plus marketable securities to total expenditures of greater than 5%. As of June 30, 2023, Crook County has a ratio of available cash and marketable securities, defined as general fund and landfill fund cash and marketable securities to total expenditures, (See Exhibit B) of 41.29%.

Table 2	2023
Available cash and marketable securities	\$ 16,456,650
Total Expenditures	39,852,700
Ratio of cash and marketable securities to total expenditures	41.29%

Crook County has a ratio of annual debt service to total expenditures less than or equal to 20%. As of June 30, 2023 Crook County has a ratio of debt service to total expenditures (See Exhibit B) of 3.19%.

Table 3	<u>2023</u>
Annual debt service payments	\$ 1,270,318
Total expenditures	39,852,700
Ratio of annual debt service payment to total expenditures	3.19%

The total environmental obligations to be assured with the local government financial test do not exceed 43% of Crook County’s annual revenue. As of June 30, 2023, the total environmental obligations of Crook County were 8.67% of annual revenue (see Exhibit A).

Table 4	<u>2023</u>
Total Environmental obligations	\$ 4,282,537
Total revenue	\$ 49,400,942
Ratio of total environmental obligations to total revenue	8.67%

Total Revenues were calculated as follows:

EXHIBIT A - Total Revenue	<u>2023</u>
Governmental Funds Total Revenue	\$ 58,676,322
Less: Internal Service Charges	(5,918,669)
Less: Federal Pass Through Funds	(9,400,000)
Business-Type Funds Operating Revenue	<u>6,043,289</u>
Total Revenue	<u>\$ 49,400,942</u>

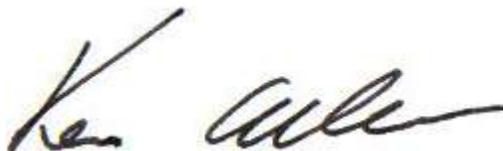
Total Expenditures were calculated as follows:

EXHIBIT B - Total Expenditures	<u>2023</u>
Governmental Fund Total Expenditures	\$ 59,629,414
Less: Governmental Fund Capital Outlay	(18,038,936)
Less: Governmental Fund Debt Service	(756,400)
Business-Type Funds Operating Expenses	6,077,929
Less: Business-Type Funds Debt Service	(513,918)
Less: Internal Service Charges	(5,918,669)
Less: Depreciation	<u>(626,720)</u>
	<u>\$ 39,852,700</u>

We were engaged by Crook County to perform this agreed-upon procedures engagement and conducted our engagement in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to and did not conduct an audit or review engagement, the objective of which would be the expression of an opinion or conclusion, respectively, on the specified elements, accounts or items. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

We are required to be independent of Crook County and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

This report is intended solely for the use of Crook County and the Oregon Department of Environmental Quality, and is not intended to be and should not be used by anyone other than those specified parties.

A handwritten signature in black ink, appearing to read "Kenny Allen". The signature is fluid and cursive, with a large initial "K" and "A".

KENNY ALLEN, CPA
PAULY, ROGERS AND CO., P.C.

CROOK COUNTY LANDFILL

Estimated Cost for Closure

A closure cost estimate completed in March 2013 was \$1,886,938. The scope of work, design, and facility conditions have NOT changed since this cost estimate was completed.

The inflation-adjusted cost for June 2023 (Q-II) is calculated as follows utilizing the GDP Implicit Price Deflator:

Implicit price deflator value for 2022 Quarter II value = 132.365

Implicit price deflator value for 2013 Quarter II value = 101.428

Inflation-adjusted cost estimate as of June 2023 = \$2,462,481

$\$1,886,938 \times (132.365/101.428) = \$2,462,481$

Estimated Cost for Post-Closure

A post-closure cost estimate completed in March 2013 was \$1,394,663. The scope of work, design, and facility conditions have NOT changed since this cost estimate was completed.

The inflation-adjusted cost for June 2023 (Q-II) is calculated as follows utilizing the GDP Implicit Price Deflator:

Implicit price deflator value for 2022 Quarter II value = 132.365

Implicit price deflator value for 2013 Quarter II value = 101.428

Inflation-adjusted cost estimate as of June 2023 = \$1,820,055

$\$1,394,663 \times (132.365/101.428) = \$1,820,055$

CROOK COUNTY, OREGON
STATEMENT OF NET POSITION
AT JUNE 30, 2023

	GOVERNMENTAL ACTIVITIES	BUSINESS-TYPE ACTIVITIES	TOTAL
ASSETS			
Current assets:			
Cash and investments	\$ 87,733,037	\$ 8,503,724	\$ 96,236,761
Accounts receivable	2,425,562	386,522	2,812,084
Property taxes receivable	453,237	-	453,237
Prepaid	27,225	-	27,225
Inventories	1,769,016	-	1,769,016
Lease receivable	6,550,500	5,803,126	12,353,626
Total current assets	<u>98,958,577</u>	<u>14,693,372</u>	<u>113,651,949</u>
Noncurrent assets:			
Capital assets			
Subscription Assets (net)	203,024	-	203,024
Lease assets (net)	399,950	463	400,413
Nondepreciable	21,280,890	420,370	21,701,260
Depreciable, net	30,084,361	18,014,800	48,099,161
Total noncurrent assets	<u>51,968,225</u>	<u>18,435,633</u>	<u>70,403,858</u>
TOTAL ASSETS	<u>150,926,802</u>	<u>33,129,005</u>	<u>184,055,807</u>
DEFERRED OUTFLOWS OF RESOURCES			
Pension related deferrals	<u>2,880,577</u>	<u>-</u>	<u>2,880,577</u>
LIABILITIES			
Current liabilities:			
Accounts payable and other current liabilities	1,623,359	43,781	1,667,140
Deferred revenue	8,364,515	-	8,364,515
Accrued interest payable	24,775	58,193	82,968
Current portion of subscription liability	143,259	-	143,259
Current portion of lease liability	119,603	513	120,116
Current portion of bonds payable (net of premium)	582,129	153,095	735,224
Accrued compensated absences	953,260	54,713	1,007,973
Total current liabilities	<u>11,810,900</u>	<u>310,295</u>	<u>12,121,195</u>
Noncurrent liabilities:			
Landfill postclosure costs	-	4,282,537	4,282,537
Noncurrent portion of subscription liability	22,769	-	22,769
Noncurrent portion of lease liability	285,384	-	285,384
Noncurrent portion of bonds payable (net of premium)	55,344,820	5,448,099	60,792,919
Other post employment liability	522,649	-	522,649
Net pension liability	4,399,605	-	4,399,605
Total noncurrent liabilities	<u>60,575,227</u>	<u>9,730,636</u>	<u>70,305,863</u>
TOTAL LIABILITIES	<u>72,386,127</u>	<u>10,040,931</u>	<u>82,427,058</u>
DEFERRED INFLOWS OF RESOURCES			
Pension related deferrals	1,492,855	-	1,492,855
Leases	<u>6,339,098</u>	<u>6,645,916</u>	<u>12,985,014</u>
TOTAL LIABILITIES	<u>7,831,953</u>	<u>6,645,916</u>	<u>14,477,869</u>
NET POSITION			
Net investment in capital assets	-	12,833,926	12,833,926
Restricted for:			
Highways and streets	15,707,528	-	15,707,528
Debt service	24,718	-	24,718
Grant programs	4,369,043	-	4,369,043
Unrestricted	<u>53,488,010</u>	<u>3,608,232</u>	<u>57,096,242</u>
NET POSITION	<u>\$ 73,589,299</u>	<u>\$ 16,442,158</u>	<u>\$ 90,031,457</u>

CROOK COUNTY, OREGON
STATEMENT OF NET POSITION
AT JUNE 30, 2022

	<u>GOVERNMENTAL ACTIVITIES</u>	<u>BUSINESS-TYPE ACTIVITIES</u>	<u>TOTAL</u>
ASSETS			
Current assets:			
Cash and investments	\$ 98,089,483	\$ 6,584,795	\$ 104,674,278
Accounts receivable	757,962	234,872	992,834
Property taxes receivable	370,361	-	370,361
Inventories	1,457,053	-	1,457,053
Lease receivable	6,640,763	6,167,067	12,807,830
Total current assets	<u>107,315,622</u>	<u>12,986,734</u>	<u>120,302,356</u>
Noncurrent assets:			
Capital assets			
Leased assets (net)	511,976	1,590	513,566
Nondepreciable	6,664,895	3,194,045	9,858,940
Depreciable, net	28,853,090	15,446,424	44,299,514
Total noncurrent assets	<u>36,029,961</u>	<u>18,642,059</u>	<u>54,672,020</u>
TOTAL ASSETS	<u>143,345,583</u>	<u>31,628,793</u>	<u>174,974,376</u>
DEFERRED OUTFLOWS OF RESOURCES			
Pension related deferrals	<u>2,813,549</u>	<u>-</u>	<u>2,813,549</u>
LIABILITIES			
Current liabilities:			
Accounts payable and other current liabilities	3,434,982	592,662	4,027,644
Deferred revenue	3,500,631	-	3,500,631
Accrued interest payable	25,058	59,468	84,526
Current portion of lease liability	121,006	1,146	122,152
Current portion of bonds payable (net of premium)	552,128	148,095	700,223
Accrued compensated absences	933,618	46,474	980,092
Total current liabilities	<u>8,567,423</u>	<u>847,845</u>	<u>9,415,268</u>
Noncurrent liabilities:			
Landfill postclosure costs	-	2,924,613	2,924,613
Noncurrent portion of lease liability	393,380	513	393,893
Noncurrent portion of bonds payable (net of premium)	55,926,949	5,601,195	61,528,144
Other post employment liability	582,749	-	582,749
Net pension liability	2,941,675	-	2,941,675
Total noncurrent liabilities	<u>59,844,753</u>	<u>8,526,321</u>	<u>68,371,074</u>
TOTAL LIABILITIES	<u>68,412,176</u>	<u>9,374,166</u>	<u>77,786,342</u>
DEFERRED INFLOWS OF RESOURCES			
Pension related deferrals	2,638,407	-	2,638,407
Leases	6,547,431	7,106,952	13,654,383
TOTAL LIABILITIES	<u>9,185,838</u>	<u>7,106,952</u>	<u>16,292,790</u>
NET POSITION			
Net investment in capital assets	20,043,795	12,891,110	32,934,905
Restricted for:			
Highways and streets	16,062,906	-	16,062,906
Debt service	34,739	-	34,739
Grant programs	4,571,455	-	4,571,455
Unrestricted	27,848,223	2,256,565	30,104,788
NET POSITION	<u>\$ 68,561,118</u>	<u>\$ 15,147,675</u>	<u>\$ 83,708,793</u>

The accompanying notes are an integral part of this statement.

8. Defined Benefit Pension Plan (continued)

the fiscal year to the plan with the total actual contributions made in the fiscal year of all employers. The County's contributions to RHIA for the years ended June 30, 2021, 2022 and 2023 were \$333, \$515 and \$410, respectively, which equaled the required contributions each year.

At June 30, 2023, the County's net OPEB liability/(asset) and deferred inflows and outflows were not considered significant by management and were not accrued on the government wide statements.

(9) Defined Contribution Retirement Plan

The County sponsors a 401 (k) plan for all eligible employees except in the Sheriff's department, which are covered by the Public Employees Retirement System (Note 7). The Plan is known as the Crook County Employees 401 (k) Plan. The County contributed a flat amount of \$325 per month for each eligible employee until January 1, 2022 when contributions were updated to the greater of a flat amount of \$325 per month or 8% of gross wages for each eligible employee. In January 1, 2023, the contribution percentage was increased to 10% or \$325. The County Court established the Plan and has the authority to amend the Plan as may be necessary. Employees are eligible after 500 months of service in a six month consecutive period. Employees may also make voluntary contributions to their plan accounts within limits established by the Internal Revenue Service. Total employer and employee contributions for the year ended June 30, 2023, were \$942,181 and \$580,200, respectively.

(10) Risk management

The County is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The County purchases commercial insurance for coverage of its various risks. The costs of insurance are allocated to all departments/operations throughout the County based upon estimated premium coverage for that/those particular activity or activities. Amounts of settlements have not exceeded insurance coverage in the past three years.

(11) Landfill Closure and Post-closure Care Costs

State and Federal laws and regulations require that the County Landfill place a final cover on its landfill sites and perform certain maintenance and monitoring functions at the landfill sites for a minimum of 30 years after closure. In addition to operating expenses related to current activities of the landfill sites, an expense provision and related liability are being recognized based on the future closure and post-closure care costs that will be incurred near or after the date the landfills no longer accept waste. The recognition of these landfill closure and post-closure care costs is based on the amount of the landfills used (capacity) during the year. The estimated liability for landfill closure and post-closure care costs is \$2,462,481 as of June 30, 2023, which is based on 0% under final cover. It is estimated that an additional \$1,820,055 will be recognized as closure and post-closure care expenses between the date of the balance sheet and the date the landfills are currently expected to be filled to capacity (the year 2031). The estimated total current cost of the landfill closure and post-closure care of \$4,282,537 is based on the amount that would be paid if all equipment, facilities and services required to close, monitor and maintain the landfills were acquired as of June 30, 2023. However, the actual cost of closure and post-closure care may be higher due to inflation, changes in technology or changes in landfill laws and regulations. In addition, the County is required by State and Federal laws and regulations to make annual contributions to finance closure and post-closure care. For the past several years, the County has designated resources for future closure and post-closure care and it anticipates continuing to do so. The County meets the "Local Government Financial Test" which provides financial assurance as to the County's ability to meet its financial obligations for closure and post-closure. The County is in compliance with these requirements, and at June 30, 2023, cash and investments of \$5,222,012 in the Landfill Fund are part of the pooled funds held by the County Treasurer.

**CROOK COUNTY, OREGON
BALANCE SHEET
GOVERNMENTAL FUNDS
AT JUNE 30, 2023**

	General Fund	Road Fund	Community Development	Sheriff's Office	Health Fund	Reserve Fund	Justice Center Project	Other Governmental Funds	Total
ASSETS									
Cash and investments	\$ 11,234,638	\$ 15,697,391	\$ 10,583,888	4,172,159	\$ 3,406,345	\$ 8,453,468	\$ 26,584,818	\$ 6,474,374	\$ 86,607,081
Accounts receivable (net of allowance for uncollectibles)	959,879	81,095	62,223	110,149	109,496	42,301	377,783	676,425	2,419,351
Property taxes receivable	412,334	-	-	-	-	-	-	40,903	453,237
Prepaid	-	-	-	-	27,225	-	-	-	27,225
Lease receivable	-	-	-	-	-	6,217,724	-	-	6,217,724
Due from other funds	423,839	-	-	-	-	-	-	-	423,839
Inventories	-	1,769,016	-	-	-	-	-	-	1,769,016
Total Assets	\$ 13,030,690	\$ 17,547,502	\$ 10,646,111	\$ 4,282,308	\$ 3,543,066	\$ 14,713,493	\$ 26,962,601	\$ 7,191,702	\$ 97,917,473
LIABILITIES									
Accounts payable and other current liabilities	\$ 329,668	\$ 70,958	97,480	\$ 264,407	\$ 84,803	\$ -	\$ 630,012	\$ 118,684	\$ 1,596,012
Due to other funds	-	-	-	-	-	-	-	423,839	423,839
Deferred Revenue	5,430,570	-	-	245,340	1,001,757	-	419,827	1,267,021	8,364,515
Total Liabilities	5,760,238	70,958	97,480	509,747	1,086,560	-	1,049,839	1,809,544	10,384,366
DEFERRED INFLOWS OF RESOURCES									
Unavailable property tax revenue	405,896	-	-	-	-	-	-	37,673	443,569
Leases	-	-	-	-	-	6,023,217	-	-	6,023,217
Total Deferred Inflows of Resources	405,896	-	-	-	-	6,023,217	-	37,673	6,466,786
FUND BALANCES									
Non-spendable									
Prepaid	-	-	-	-	27,225	-	-	-	27,225
Inventory	-	1,769,016	-	-	-	-	-	-	1,769,016
Restricted for state and federal program:	-	15,707,528	-	-	2,429,281	-	-	1,912,537	20,049,346
Restricted for capital projects	-	-	-	-	-	-	25,912,762	-	25,912,762
Restricted for debt service	-	-	-	-	-	-	-	24,718	24,718
Assigned	-	-	10,548,631	3,772,561	-	8,690,276	-	3,407,230	26,418,698
Unassigned	6,864,556	-	-	-	-	-	-	-	6,864,556
TOTAL FUND BALANCES	6,864,556	17,476,544	10,548,631	3,772,561	2,456,506	8,690,276	25,912,762	5,344,485	81,066,321
Total liabilities, deferred inflows of resources and fund balances	\$ 13,030,690	\$ 17,547,502	\$ 10,646,111	\$ 4,282,308	\$ 3,543,066	\$ 14,713,493	\$ 26,962,601	\$ 7,191,702	\$ 97,917,473

CROOK COUNTY, OREGON
STATEMENT OF NET POSITION
PROPRIETARY FUNDS
AT JUNE 30, 2023

	Business-Type Activities - Enterprise Funds				Internal Service Fund
	Landfill	Weed Control	Airport	TOTAL	Facilities
ASSETS					
Current assets:					
Cash and investments	\$ 5,222,012	\$ 261,617	\$ 3,020,095	\$ 8,503,724	\$ 1,125,956
Accounts receivable	158,796	952	226,774	386,522	6,211
Lease receivable	89,675	-	5,713,451	5,803,126	332,776
Total current assets	5,470,483	262,569	8,960,320	14,693,372	1,464,943
Noncurrent assets:					
Capital assets:					
Leased assets (net of amortization)	463	-	-	463	352,755
Nondepreciable	420,370	-	-	420,370	-
Depreciable, Net	2,973,042	59,181	14,982,577	18,014,800	33,058
Total noncurrent assets	3,393,875	59,181	14,982,577	18,435,633	385,813
TOTAL ASSETS	8,864,358	321,750	23,942,897	33,129,005	1,850,756
LIABILITIES					
Current liabilities:					
Accounts payable and other current liabilities	31,130	8,651	4,000	43,781	27,347
Accrued compensated absences	34,999	19,714	-	54,713	2,152
Interest payable	-	-	58,193	58,193	-
Current portion of lease liabilities	513	-	-	513	98,614
Current portion discount on bonds	-	-	(1,905)	(1,905)	-
Current portion of bonds payable	-	-	155,000	155,000	-
Total current liabilities	66,642	28,365	215,288	310,295	128,113
Noncurrent liabilities					
Lease liability	-	-	-	-	257,635
Bonds payable	-	-	5,490,000	5,490,000	-
Discounts on bonds payable	-	-	(41,901)	(41,901)	-
Landfill postclosure costs	4,282,537	-	-	4,282,537	-
Total noncurrent liabilities	4,282,537	-	5,448,099	9,730,636	257,635
TOTAL LIABILITIES	4,349,179	28,365	5,663,387	10,040,931	385,748
DEFERRED INFLOWS OF RESOURCES					
Leases	89,285	-	6,556,631	6,645,916	315,881
Total deferred inflows of resources	89,285	-	6,556,631	6,645,916	315,881
NET POSITION					
Net investment in capital assets	3,393,362	59,181	9,381,383	12,833,926	418,871
Unrestricted	1,032,532	234,204	2,341,496	3,608,232	730,256
NET POSITION	\$ 4,425,894	\$ 293,385	\$ 11,722,879	\$ 16,442,158	\$ 1,149,127

The accompanying notes are an integral part of this statement.

CROOK COUNTY, OREGON
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE YEAR ENDED JUNE 30, 2023

	General Fund	Road Fund	Community Development	Sheriff's Office	Health Fund	Reserve Fund	Justice Center Project	Other Governmental Funds	Total
REVENUES									
Taxes									
Property taxes	\$ 2,451,659	\$ -	\$ -	\$ 8,422,428	\$ -	\$ -	\$ -	\$ 2,605,080	\$ 13,479,167
Other taxes	2,032,195	-	-	-	-	-	-	519,334	2,551,529
Interest	433,451	327,862	232,437	115,853	65,850	336,589	981,115	129,345	2,622,502
Licenses, permits and fees	460,745	20,114	2,738,179	122,775	89,902	-	-	102,862	3,534,577
Charges for services	4,890,130	105,286	2,826	581,939	455,549	-	-	370,748	6,406,478
Miscellaneous	-	-	-	62,513	84,839	-	-	58,475	205,827
Donations/contributions	-	-	-	-	95	-	-	301,516	301,611
Intergovernmental									
Local	373,223	-	-	3,937	102,417	23,446	-	104,120	607,143
State	992,529	4,416,435	-	2,837,200	465,135	-	-	6,609,780	15,321,079
Federal	12,174,572	-	-	286,572	670,020	-	-	515,245	13,646,409
Total Revenues	23,808,504	4,869,697	2,973,442	12,433,217	1,933,807	360,035	981,115	11,316,505	58,676,322
EXPENDITURES									
Current									
General government	8,285,688	-	3,531,944	-	-	-	-	592,815	12,410,447
Highways and streets	-	3,783,546	-	-	-	-	-	-	3,783,546
Public safety	1,079,779	-	-	10,858,426	-	-	1,866,174	37,000	13,841,379
Health and welfare	-	-	-	-	3,007,466	-	-	4,177,796	7,185,262
Culture and education	-	-	-	-	-	-	-	3,794,844	3,794,844
Debt service									
Principal	-	-	-	-	-	-	-	110,000	110,000
Interest	-	-	-	-	-	-	-	465,000	465,000
Capital outlay	32,261	1,129,566	-	1,040,342	-	2,500,000	12,197,389	1,139,378	18,038,936
Total Expenditures	9,397,728	4,913,112	3,531,944	11,898,768	3,007,466	2,500,000	14,063,563	10,316,833	59,629,414
Excess (Deficiency) of revenues over expenditures	14,410,776	(43,415)	(558,502)	534,449	(1,073,659)	(2,139,965)	(13,082,448)	999,672	(953,092)
Other financing sources (uses)									
Subscription proceeds	40,756	-	-	-	-	-	-	-	40,756
Transfers in	-	-	-	8,791	731,000	-	-	576,141	1,315,932
Transfers out	(1,141,700)	-	-	-	-	-	-	(138,791)	(1,280,491)
Bonds proceeds, net	-	-	-	-	-	-	-	-	-
Special Payments	(11,004,657)	-	-	-	-	-	-	-	(11,004,657)
Total other financing sources and uses	(12,105,601)	-	-	8,791	731,000	-	-	437,350	(10,928,460)
Net change in fund balances	2,305,175	(43,415)	(558,502)	543,240	(342,659)	(2,139,965)	(13,082,448)	1,437,022	(11,881,552)
Fund Balances - beginning	4,559,381	17,519,959	11,107,133	3,229,321	2,799,165	10,830,241	38,995,210	3,907,463	92,947,873
Fund Balances - ending	\$ 6,864,556	\$ 17,476,544	\$ 10,548,631	\$ 3,772,561	\$ 2,456,506	\$ 8,690,276	\$ 25,912,762	\$ 5,344,485	\$ 81,066,321

CROOK COUNTY, OREGON
STATEMENT OF REVENUES, EXPENSES AND
CHANGES IN FUND NET POSITION
PROPRIETARY FUNDS
FOR THE YEAR ENDED JUNE 30, 2023

	Business-Type Activities - Enterprise Funds				Internal Service Fund
	Landfill	Weed Control	Airport	Totals	Facilities
OPERATING REVENUES					
Charges for services	\$ 2,626,171	\$ 191,025	\$ 2,916,543	\$ 5,733,739	\$ 1,990,806
Intergovernmental	-	10,537	299,013	309,550	483,659
Total operating revenues	2,626,171	201,562	3,215,556	6,043,289	2,474,465
OPERATING EXPENSES					
Salaries and wages	728,920	162,562	-	891,482	578,353
Materials and services	2,407,641	63,648	375,485	2,846,774	1,025,786
Depreciation	305,039	8,180	313,501	626,720	108,814
Total operating expenses	3,441,600	234,390	688,986	4,364,976	1,712,953
Operating income (loss)	(815,429)	(32,828)	2,526,570	1,678,313	761,512
NONOPERATING REVENUES/EXPENSES					
Investment earnings	101,921	5,034	58,574	165,529	26,533
Interest expense	-	-	(513,918)	(513,918)	(181,400)
Total nonoperating revenues/expenses	101,921	5,034	(455,344)	(348,389)	(154,867)
Income before transfers	(713,508)	(27,794)	2,071,226	1,329,924	606,645
Transfers out	-	-	(35,441)	(35,441)	-
Total nonoperating transfers	-	-	(35,441)	(35,441)	-
Changes in net position	(713,508)	(27,794)	2,035,785	1,294,483	606,645
Net Position - beginning	5,139,402	321,179	9,687,094	15,147,675	542,482
Net Position - ending	\$ 4,425,894	\$ 293,385	\$ 11,722,879	\$ 16,442,158	\$ 1,149,127

The accompanying notes are an integral part of this statement.

CROOK COUNTY, OREGON
STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
FOR THE YEAR ENDED JUNE 30, 2023

	<u>Business-Type Activities - Enterprise Funds</u>				<u>Internal Service Fund</u>
	<u>Landfill</u>	<u>Weed Control</u>	<u>Airport</u>	<u>Total</u>	<u>Facilities</u>
Cash flows from operating activities					
Receipts from customers	\$ 2,702,247	\$ 200,610	\$ 2,891,768	\$ 5,794,625	\$ 2,109,096
Payments to suppliers	(1,606,252)	(59,994)	(371,485)	(2,037,731)	(1,138,618)
Payments to employees	(722,603)	(160,640)	-	(883,243)	(582,333)
Net cash (used) by operating activities	373,392	(20,024)	2,520,283	2,873,651	388,145
Cash flows from noncapital financing activities					
Transfers from (to) other funds	-	-	(35,441)	(35,441)	-
Cash flows from capital and related financing activities					
Purchase of capital assets	(259,140)	-	(162,281)	(421,421)	-
Net cash provided (used) by capital and related financing activities	(259,140)	-	(162,281)	(421,421)	-
Cash flows from investing activities					
Payment of bond principal	-	-	(150,000)	(150,000)	-
Interest received	101,821	5,034	58,574	165,429	21,626
Interest paid	-	-	(513,289)	(513,289)	(181,400)
Net cash provided (used) by investing activities	101,821	5,034	(604,715)	(497,860)	(159,774)
Net increase (decrease) in cash	216,073	(14,990)	1,717,846	1,918,929	228,371
Cash and cash equivalents - beginning	5,005,939	276,607	1,302,249	6,584,795	897,585
Cash and cash equivalents - ending	\$ 5,222,012	\$ 261,617	\$ 3,020,095	\$ 8,503,724	1,125,956
Reconciliation of operating income to net cash provided by operating activities					
Operating income (loss)	(815,429)	(32,828)	2,526,570	1,678,313	761,512
Adjustments to reconcile operating income to net cash provided by operating					
Depreciation	305,039	8,180	313,501	626,720	108,814
Change in lease receivable	-	-	304,498	304,498	-
Change in accounts receivable	76,076	(952)	(226,774)	(151,650)	(2,678)
Change in accounts payable	(556,535)	3,654	4,000	(548,881)	(14,218)
Change in deferred leases	-	-	(401,512)	(401,512)	-
Change in deferred revenue	-	-	-	-	(362,691)
Change in lease liabilities	-	-	-	-	(98,614)
Change in accrued compensated absences	6,317	1,922	-	8,239	(3,980)
Change in closure/postclosure	1,357,924	-	-	1,357,924	-
Total adjustments	1,188,821	12,804	(6,287)	1,195,338	(373,367)
Net cash provided by operating activities	\$ 373,392	\$ (20,024)	\$ 2,520,283	\$ 2,873,651	\$ 388,145

The accompanying notes are an integral part of this statement.



G. Friesen Associates, Inc.

4088 Orchard Drive
Lake Oswego, Oregon 97035
Tel: (503) 635-1233
Fax: (866) 533-5543

March 14, 2013

Leroy Gray
Crook County Courthouse
300 NE Third Street, Room 10
Prineville, Oregon 97754

**Estimated Cost for Closure/Post-Closure Care
Crook County Landfill
Prineville, Oregon**

Dear Mr. Gray:

In accordance with the requirements of RCRA Subtitle D (40 CFR, Part 258.71 and 258.72), attached are cost estimates for closure and post-closure care of the Crook County Landfill.

The total estimated cost for closure of the Crook County Landfill is \$1,886,938 (see Table 1). Under this "worst case" condition, it is assumed that a third party will close the 32.4 acres on the site that have been used for municipal solid waste (MSW) and construction and demolition (C&D) debris disposal which have not been previously closed. In accordance with the requirements of Oregon Department of Environmental Quality Solid Waste Permit No. 74, the closure cost estimate assumes that the site will be closed with a 4-foot thick alternative earthen monolithic cover that is constructed from on-site soils. A geotechnical report showing an inventory of the soils that will be used and its location on the landfill site is shown in Attachment A.

The total estimated cost for 30 years of post-closure care of the Crook County Landfill is \$1,394,663 (\$46,489 per year). A detailed breakdown of the costs is shown on Table 2.

Please let me know if you need additional information.

Sincerely,
G. FRIESEN ASSOCIATES, INC.

**Gerald Friesen P.E.
Principal Engineer**

Enclosures:



EXPIRES: 12/31/2013

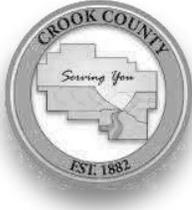
**Table 1: Estimated Cost for Closure of Crook County Landfill
Crook County, Oregon**

Item No.	Item Description	Unit	Price per Unit	Estimated Quantity per Acre	Estimated Cost
(in Yr 2013 \$'s)					
1	Mobilization	LS		Lump Sum	\$ 5,000
2	Excavation	cy	\$2.10	10,000	\$ 21,000
3	Embankment	cy	\$0.55	2,000	\$ 1,100
4	4-foot Alternative Final Cover	cy	\$0.85	7,100	\$ 6,035
5	Finish Grading	acre	\$1,250.00	1	\$ 1,250
6	Seed, Soil Amendment and Mulch	sf	\$0.02	43,560	\$ 871
7	Storm Water Facilities and Improvements	LS		Lump Sum	\$ 5,000
8	Contingency	%	15%		\$ 6,038
Subtotal					\$ 46,295
9	Alternative Final Cover Equivalency Analysis	LS			\$ 5,000
10	Construction Plans and Specifications	LS	8%		\$ 3,704
11	Contract Administration/ CQA/ Surveying	LS	7%		\$ 3,241
Total Cost - per Acre					\$ 58,239
Closure of MSW Landfill Area (20 acres)					\$ 1,164,776
Closure of C & D Landfill Area (12.4 acres)					\$ 722,161
Total Closure Costs					\$ 1,886,938

**Table 2: Estimated Cost for Post-Closure Care of Crook County Landfill
Crook County, Oregon**

Item No.	Item Description	Frequency of Occurrence	Unit	Quantity	Unit Cost	Annual Cost
						(in Yr 2013 \$'s)
1	Groundwater/ Leachate Monitoring	Semi-Annual	Event	2	\$6,180.00	\$ 12,360
2	Monitoring of Landfill Gas Probes	Quarterly	Event	4	\$2,060.00	\$ 8,240
3	Maintenance/Monitoring of Final Cover	Quarterly	Acre	32	\$260.00	\$ 8,320
	a. Inspect cover integrity and vegetation					
	b. Repair any cracking, settlement and erosion					
	c. Remove large vegetation					
	d. Repair drainage features					
4	Maintenance and Operation of Leachate System	Annual	Lump Sum	1	\$6,180.00	\$6,180
5	Annual Environmental Monitoring Report	Annual	Lump Sum	1	\$5,150.00	\$5,150
6	Administration and Overhead (5%)		Lump Sum			\$2,013
7	Contingency (10%)		Lump Sum			\$ 4,226
	Total Annual Cost					\$ 46,489
	Total Estimated Cost for 30 Years of Post-Closure Care					\$ 1,394,663

AGENDA ITEM REQUEST



Date:

3/26/2024

Meeting date desired:

4/3/2024 - Discussion

Subject:

Contract approval for Bridging the Accounting Gap, LLC (Kristal Hughes)

Background and policy implications:

This contract replaces the one for Sr. Accounting & ERP implementation work previously held with NOWCFO who we quit using in November 2023. +

Budget/fiscal impacts:

No budget changes needed - the contract has a not to exceed of \$10,000 per month and is covered by vacant Sr. Accountant position or ARPA grant funds when work is related to the ERP implementation as currently budgeted.

Requested by:

Christina Haron, Crook County Finance Director

Presenters:

Christina Haron, Crook County Finance Director

Legal review (only if requested):

Legal has reviewed the contract and all requested changes were approved by the contractor

Elected official sponsor (if applicable):

NA

PROFESSIONAL SERVICES CONTRACT

CONTRACTOR: Bridging the Accounting Gap LLC DATE: February 1, 2024

ADDRESS: 1925 NE Loucks Rd Madras OR 97741
Street Address City State Zip

PHONE NUMBER: 503-812-2970 EMAIL: kristal_hughes@yahoo.com

The signing of this Contract ("Agreement") by Bridging the Accounting Gap, LLC, an Oregon limited liability company (hereinafter "Contractor") and Crook County, a political subdivision of the State of Oregon (hereinafter "County"), authorizes Contractor to carry out and complete the services as described below in consideration of the mutual covenants set forth herein.

1. PROJECT: The services to this Agreement are to be provided by Contractor in connection with a Project identified as follows: government accounting services as more particularly described on the attached Exhibit D.
2. DURATION: This Agreement shall run from the date when signed by both parties ("effective date") through June 30, 2025 unless terminated or extended according to the provisions of this Agreement.
3. SCOPE OF SERVICES: Contractor will perform the services as described on Exhibit D attached hereto.
4. FEE FOR SERVICES: Contractor's fee for the services will be \$145 per hour as described in Exhibit D with a total compensation not to exceed \$10,000 per month plus the applicable travel and mileage.
5. EXTRA SERVICES: Contractor may also perform Extra Services (services not specified in the Scope of Services), provided Contractor and County have agreed in advance and in writing to the scope and fees for such Extra Services.
6. EXHIBITS: The following documents which are attached to this Agreement are incorporated herein and by this reference made part hereof:

Independent Contractor Status	(Exhibit A)
Conformance with Public Contract Law	(Exhibit B)
Oregon Tax Law Compliance	(Exhibit C)
Scope of Services	(Exhibit D)
7. SUBMITTAL OF W-9 BEFORE PAYMENT: Contractor must provide County with a fully completed W-9 form upon execution of the Agreement and prior to beginning services. Contractor will not be paid until a fully completed W-9 form is submitted.

8. **CONTRACTOR STATUS.** By its execution of this Agreement, Contractor 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, and as more specifically set forth on Exhibit A attached hereto and incorporated herein by this reference.
9. **TAX DUTIES AND LIABILITIES:** Contractor shall be responsible for all federal, state and local taxes, if any, applicable to any payments received pursuant to this Agreement, including but not limited to income tax, payroll tax, social security and self-employment tax. County shall not withhold, pay, or in any other manner be responsible for payment of any taxes on behalf of Contractor and as more specifically set forth in Exhibit C.
10. **REIMBURSEMENT OF EXPENSES:** Contractor shall not be entitled to reimbursement by County for any expenses incurred by Contractor unless otherwise agreed in writing.
11. **CONFIDENTIALITY:** During the course of performance of work 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.
12. **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.
13. Crook County will pay Contractor twice monthly (via check/ACH) consistent with the County's typical accounts payable schedule with payment every other Wednesday. Invoices are due to the County no later than 5:00pm PST Friday before for payment the next Wednesday. If Contractor chooses to be paid by ACH, Contractor will provide a voided check or completed ACH form for the desired bank account. Please allow 1-3 business days for receipt of ACH payments due to differences in bank processing times.
14. **INDEMNIFICATION AND HOLD HARMLESS** The Contractor shall assume all responsibilities for the work, and bear all losses and damages directly or indirectly resulting to the Contractor, the County, or to others on account of the character or performance of the work, unforeseen difficulties, accidents, or any other cause whatsoever. The Contractor shall assume defense of, indemnify and save harmless the County, its officials, agents, and employees from all claims, liability, loss, damage and injury of every kind, nature and description, directly or indirectly resulting from activities in the performance of the Contract, the ownership, maintenance or use of motor vehicles in connection therewith, or the acts, omissions, operations, or conduct of the Contractor or any Subcontractor under the Contract or any way arising out of the Contract, irrespective of whether any act, omission or conduct of the County connected with the Contract is a condition or contributory cause of the claim, liability loss, damage or injury and irrespective of whether

act, omission, or conduct of the Contractor or Subcontractor is merely a condition rather than a cause of a claim, liability, loss damage or injury. The Contractor shall not be liable for nor be required to defend or indemnify, the County relative to claims for damage or damages resulting solely from acts or omissions of the County, its officials, agents or employees. The absence of or inadequacy of the liability insurance required in section 15 below shall not negate Contractor's obligations in this paragraph.

15. INSURANCE.

15.1 GENERAL INSURANCE. The Contractor shall maintain in force for the duration of this agreement a Commercial General Liability insurance policy written on an occurrence basis with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury or property damage. The policy will contain a "per project" Aggregate endorsement. The County, its employees, officials and agents will be named as an Additional Insured where operations are being conducted related to this contract, on the General Liability policy as respects to work or services performed under this Agreement to the extent that the death or bodily injury to persons or damage to property arises out of the fault of the Contractor or the fault of the Contractor's agents, representatives or subcontractors. This insurance will be primary over any insurance the County may carry on its own. Contractor understands that County is a public entity subject to the requirements of the Oregon Governmental Tort Claims Act, ORS 30.260 et seq. In the event that County's financial obligations or liabilities are modified by any amendment to the liability limits imposed by the Oregon Governmental Tort Claims Act, Contractor agrees that the limits regarding liability insurance set forth in this Section 15.1 will be modified to conform to such limits. Contractor and County shall sign an amendment to this Agreement incorporating such modification.

15.2 WORKERS' COMPENSATION. Contractor shall provide and maintain workers' compensation coverage with limits not less than \$500,000 for its employees, officers, agents, or partners, as required by applicable workers' compensation laws as defined in ORS 656.027 and ORS 701.035(5). If Contractor is exempt from coverage, a written statement signed by Contractor so stating the reason for exemption shall be provided to the County.

15.3 EVIDENCE OF INSURANCE COVERAGE: Evidence of the required insurance coverages issued by an insurance company satisfactory to the County shall be provided to the County by way of a County approved certificate of insurance before any work or services commence.

15.4 NOTICE OF CANCELLATION OR MATERIAL CHANGE IN COVERAGE. The certificate of insurance shall contain a requirement that the Insurance Company notify the County 30 days prior to any cancellation or material change in coverage. If the approved insurance company will not provide this 30 day notice, the Contractor shall provide written notice to the County within 2 calendar days after the Contractor becomes aware that their coverage has been canceled or has been materially changed. Regardless of what circumstances caused Contractors insurance coverage to cease or be modified, it is the Contractor's

responsibility to notify the County. Failure to maintain proper insurance or provide notice of cancellation or modification shall be grounds for immediate termination of this contract.

15.5 EQUIPMENT AND MATERIAL: The Contractor shall be responsible for any loss, damage, or destruction of its own property, equipment, and materials as well as those provided by use by Crook County in conjunction with the work.

15.6 SUBCONTRACTOR: The Contractor shall require all subcontractors to provide and maintain general liability, auto liability, professional liability (as applicable), and workers' compensation insurance with coverage's equivalent to those required of the general contractor in this contract. The Contractor shall require certificates of insurance from all subcontractors as evidence of coverage.

15.7 EXCEPTION OR WAIVERS: Any exception or waiver of these requirements shall be subject to review and approval from the County.

16. CONFORMANCE WITH OREGON PUBLIC CONTRACTS LAW (ORS CHAPTER 279): Contractor shall comply with all applicable provisions of Oregon law for public contracts, including, but not limited to ORS 279B.110, ORS 279B.220, ORS 279B.225, ORS 279B.230, and ORS 279B.235, and as more fully set forth on Exhibits "A," "B," and "C" attached hereto and incorporated herein by this reference.
17. 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.
18. AMENDMENTS: The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, without prior written approval of County. No modification of this Agreement shall bind either party unless reduced to writing and subscribed by both parties, or ordered by a Court.
19. ASSIGNMENT/SUBCONTRACT: Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this agreement, in whole or in part, without the prior written approval of County. No such written approval shall relieve Contractor of any obligations of this Agreement, and any transferee or subcontractor shall be considered the agent of Contractor. Contractor shall remain liable as between the original parties to this Agreement as if no such assignment had occurred.
20. SUCCESSORS IN INTEREST: The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement and their respective successors and assigns.
21. COMPLIANCE WITH ALL GOVERNMENT REGULATIONS: Contractor shall comply with all Federal, State and local laws, codes, regulations and ordinances applicable to the work performed under this Agreement. Failure to comply with such requirements shall constitute a breach of contract and shall be grounds for termination of this Agreement. Damages or costs resulting from noncompliance shall be the sole responsibility of Contractor.

22. FORCE MAJEURE: Neither party to this Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. County may terminate this Agreement upon written notice after determining such delay or default will unreasonably prevent successful performance of the Agreement.
23. ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT: In the event of any claim or suit against County on account of any alleged patent or copyright infringement arising out of the performance of this Agreement or out of the use of any material furnished or work or services performed hereunder, Contractor shall defend County against any such suit or claim and hold County harmless from any and all expenses, court costs, and attorney's fees in connection with such claim or suit.
24. 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.
25. 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.
26. TERMINATION:
 - (a) Either party may terminate this Agreement after giving thirty (30) days' prior written notice to the other of intent to terminate without cause. The parties shall deal with each other in good faith during the thirty (30) day period after notice of intent to terminate without cause has been given;
 - (b) 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;
 - (c) 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.

27. RIGHTS IN DATA: All original written material, including programs, card decks, tapes, listings, and other documentation originated and prepared for County pursuant to this Agreement, shall become exclusively the property of County. The ideas, concepts, know-how, or techniques developed during the course of this Agreement by Contractor personnel can be used by either party in any way it may deem appropriate. Material already in Contractor's possession, independently developed by Contractor, outside the scope of this

Agreement, or rightfully obtained by Contractor from third parties, shall belong to Contractor. This Agreement shall not preclude Contractor from developing materials which are competitive, irrespective of their similarity to materials which might be delivered the County pursuant to this Agreement. Contractor shall not, however, use any written materials development under this Agreement in developing materials for others, except as provided in this section.

28. 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.
29. FEDERAL EMPLOYMENT STATUS: In the event payment made pursuant to this Agreement is to be charged against federal funds, Contractor hereby certifies that it is not currently employed by the Federal Government and the amount charged does not exceed Contractor's normal charge for the type of services provided.
30. 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 on the work authorization or to Crook County at 300 N.E. 3rd Street, Room 10, Prineville, OR 97754.
31. GOVERNING LAW AND VENUE: Any dispute under this Agreement shall be governed by Oregon law with venue being located in Crook County, Oregon.
32. SEVERABILITY: If any provision of this Agreement is declared by a court 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 provision held to be invalid.
33. ACCESS TO RECORDS: County and its duly authorized representatives shall have access to books, documents, papers, and records of Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts.
34. 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.
35. 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.
36. COUNTERPARTS: This Personal 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.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective the date first set forth above.

For Contractor

Bridging The Accounting Gap, LLC

By: _____
Signature

Printed Name

Title: _____

Date: _____

For Crook County

CROOK COUNTY BOARD OF
COMMISSIONERS

Seth Crawford, County Commissioner
Date: _____

Susan Hermreck, County Commissioner
Date: _____

Brian Barney, County Commissioner
Date: _____

EXHIBIT "A"

Independent Contractor Status

Contractor states and represents that contractor is an Independent Contractor as that term is defined in Oregon Revised Statute 670.600 and more specifically represents, states and agrees that in providing the services and scope of work specified in this contract:

1. Contractor provides services for remuneration; and
2. Contractor is free from direction and control over the means and manner of providing the services and scope of work subject only to the right of County to specify the desired results; and
3. Contractor is customarily engaged in an independently established business; and
4. Contractor is licensed within the state of Oregon to provide any services for which a license is required under ORS Chapter 671 or 701 and is responsible for obtaining other licenses or certificates necessary to provide the service or scope of work; and
5. Contractor complies with at least five of the following requirements:
 - (a) A business location is maintained that is separate from the business or work location of County; or is in a portion of the Contractor's residence and that portion is used primarily for the business.
 - (b) The Contractor bears the risk of loss related to the provision of services or scope of work such as entering into a fixed price contract, defective work is required to be corrected, the services provided are warranted or indemnification agreements, liability insurance and performance bonds and errors and omissions insurance are provided.
 - (c) Contracted services for two or more different persons or entities within a twelve month period have been obtained, or routinely engaged in business advertising, solicitation, or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
 - (d) Significant investment in the business has been made such as purchasing tools or equipment, paying for premises or facilities where services are provided, paying for licenses, certificates or specialized training.
 - (e) Possesses authority to hire other persons to assist in providing their services and has the authority to fire those persons.
6. Contractor will immediately inform County in the event that it fails to conduct its services in one or more particulars as represented in 1 through 5 above.

EXHIBIT "B"

Crook County Public Contracts Conformance with Oregon Public Contractors Laws

Pursuant to Oregon law, every public contract shall contain the following conditions:

- 1) 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 contract. ORS 279B.220(1)
- 2) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract. ORS 279B.220(2).
- 3) 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. ORS 279B.220(3).
- 4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167. ORS 279B.220(4).
- 5) If the agreement is for lawn and landscape maintenance, it shall contain a condition requiring the contractor to salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective. ORS 279B.225.
- 6) 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 the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the 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. All employers shall comply with ORS 656.017. ORS 279B.230.
- 7) A person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279A.055, the employee shall be paid at least time and a half pay:
 - a) For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days; or
 - b) For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
 - c) For all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

An employer must give notice in writing to employees who work on a public contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. ORS 279B.235(1)-(2).

- 8) If the agreement is for personal services, the contract shall contain a provision that the employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201-209 from receiving overtime. ORS 279B.235(3).
- 9) Contracts for services must contain a provision that requires that persons employed under contracts shall receive at least time and half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020(1)(b)(B)-(G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater. Employer shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number hours per day and days per week that the employees may be required to work. ORS 279B.235(5).

If this agreement is for a public improvement, the contract shall contain the following conditions:

- 10) 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 contract. ORS 279C.505(1)(a).
- 11) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract. ORS 279C.505(1)(b).
- 12) 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. ORS 279C.505(1)(c).
- 13) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167. ORS 279C.505(1)(d).

- 14) The contractor shall demonstrate that an employee drug testing program is in place. ORS 279C.505(2).
- 15) If the contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or subcontractor by any person in connection with the public improvement contract as the claim becomes due, the proper officer or officers representing the state or a county, school district, municipality, municipal corporation or subdivision thereof, as the case may be, may pay such claim to the person furnishing labor or services and charge the amount of the payment against the funds due or to become due the contract by reason of the contract. If the contractor or first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract within 30 days after receipt of payment from the contracting agency or a contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580(4) and is subject to a good faith dispute as defined in ORS 279C.580. If the contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. ORS 279C.515.
- 16) The payment of a claim does not relieve the contractor or the contractor's surety from obligation with respect to any unpaid claims. ORS 279C.515(4).
- 17) A person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279C.100, the employee shall be paid at least time and a half pay:
- a) For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days; or,
 - b) For all overtime in excess of 10 hours in anyone day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and,
 - c) For all work performed on Saturday and on any legal holiday specified in ORS 279B.020. ORS 279C.520(1).

An employer shall give notice in writing to employees who work on a public contract either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. ORS 279B.520(2).

- 18) If the agreement is for personal services, the contract shall contain a provision that the employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201-209 from receiving overtime. ORS 279C.520(3).
- 19) Contracts for services must contain a provision that requires that persons employed under contracts shall receive at least time and half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279C.540(1)(b)(B)-(G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater. An employer shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. ORS 279C.520(5)
- 20) ENVIRONMENTAL MATTERS: In compliance with ORS 279C.525, the Contractor is made aware that the following federal, state, and local agencies have enacted ordinances or regulations relating to the prevention of environmental pollution or the preservation of natural resources which may affect performance of subcontracts. This is not intended to be a complete listing of agencies. Other agencies may have enacted ordinances or regulations that may apply.
 If the Contractor is delayed or must undertake additional work by reason of existing ordinances, rules or regulations of agencies not cited in the Contract or due to enactment of new or the amendment of existing statutes, ordinances, rules or regulations relating to the prevention of natural resources occurring after the submission of the successful quote, the contracting agency may, at its discretion, terminate the Contract, complete the work itself; use non-agency forces already under contract with the County, require that the underlying property owner be responsible for cleanup, solicit quotes for a new contractor to provide the necessary services or issue the Contractor a change order setting forth the additional work that must be undertaken.
 If the Contractor encounters a condition not referred to in the Invitation to Bid documents, not caused by the Contractor or any subcontractor employed on the project and not discoverable pre-bid visual site inspection, and the condition requires compliance with the ordinances, rules or regulations referred to under this regulation, the Contractor shall immediately notify subcontractor of the condition.

FEDERAL AGENCIES

Department of Agriculture
 Forest Service
 Soil Conservation Service
 Department of the Army Corps of Engineers
 Coast Guard
 Department of Health and Human Services
 Department of the Interior
 Bureau of Indian Affairs
 Bureau of Land Management
 Bureau of Outdoor Recreation
 Department of Commerce

Fish and Wildlife Services
 Office of Surface Mining
 Reclamation and Enforcement
 Bureau of Reclamation
 Department of Labor
 Occupational Safety and Health Administration
 Mine Safety and Health Administration
 Department of Transportation
 Federal Highway Administration
 Environmental Protection Agency

STATE AGENCIES

Department of Agriculture
Department of Energy
Department of Environmental Quality
Department of Fish and Wildlife
Department of Forestry
Department of Geology and Minerals

Department of Human Services
Land Conservation and Development Commission
Division of State Lands
State Soil and Water Conservation Commission
Water Resources Department
Oregon Department of Transportation

LOCAL AGENCIES

Planning Commission, Crook County
Environmental Health, Crook County

Community Development Department, Crook County
Crook County Court

- 21) 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 the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the 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. All employers shall comply with ORS 656.017. ORS 279C.530.
- 22) A contract for public works shall contain a provision stating the existing state prevailing rate and wage and, if applicable, the federal prevailing rate of wage required. Every contract and subcontract shall contain a provision that workers shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838. ORS 279C.830(1).

If this agreement is for demolition, the contract shall also contain the following conditions:

- 23) Contractor must salvage or recycle construction and demolition debris, if feasible and cost-effective. ORS 279C.510(1)

EXHIBIT "C"

Oregon Tax Laws Compliance and Certification

A. Contractor's Compliance with Tax Laws.

1. Contractor must, throughout the duration of this Agreement and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this Section, "tax laws" includes all the provisions described in Subsection B. 3. (i) through (iv) of this Contract.

2. Any violation of Subsection 1 of this Section A shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty, in Subsection B.3. of this Contract, that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

- a. Termination of this Contract, in whole or in part;
- b. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to State's setoff right, without penalty; and
- c. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement Services / replacement Goods / a replacement Contractor.

These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

B. Contractor's Representations and Warranties.

Contractor represents and warrants to County that:

1. Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the date of Contractor's February 1, 2024 Scope of Work for this Contract, faithfully has complied with:

- a. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;

- b. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;
- c. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
- d. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

2. Any Goods/Items/Equipment/Components/Hardware/Software/Intellectual Property Rights, etc., delivered to/granted to County under this Contract, and Contractor's Services rendered in the performance of Contractor's obligations under this Contract, shall be provided to County free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

Exhibit D
Scope of Services

The Scope of Services for Bridging the Account Gap LLC is provided below:

1. Provide professional guidance in all facets of Governmental Accounting, Budgeting and Financial Reporting.
2. Perform technical accounting work on assigned projects.
3. Assist Crook County with ERP development and implementation.

Schedule is based upon timeline established by the County Finance Director and is project specific. Schedule will be agreed upon between the two parties.