



TILLAMOOK COUNTY

BOARD OF COMMISSIONERS

NOTICE OF MEETING AGENDAS

BOARD OF COMMISSIONERS:

Mary Faith Bell, Chair mfbell@co.tillamook.or.us
David Yamamoto, Vice-Chair dyamamoto@co.tillamook.or.us
Erin D. Skaar, Commissioner eskaar@co.tillamook.or.us

CONTACT:

201 Laurel Avenue
Tillamook, Oregon 97141
503.842.3403
www.co.tillamook.or.us

COMMUNITY UPDATE MEETING

Tuesday, September 14, 2021 at 8:00 a.m.

Teleconference

971-254-3149, Conference ID: 736 023 979#

BOARD MEETING

Wednesday, September 15, 2021 at 9:00 a.m.

Teleconference

971-254-3149, Conference ID: 736 023 979#

PUBLIC COMMENT

The board will allow public comment at board meetings during a public comment period. Those intending to provide public comment for the board may email submissions to publiccomments@co.tillamook.or.us. Public comments received by 5:00 p.m. on Tuesday will be distributed to the board and become part of the public record.

Public comments submitted via email after the deadline or during the workshop or board meeting will be presented by staff to the board during the public comment period. Unless otherwise specified, these submissions will be presented during the board meeting. Public comments can also be mailed to the Board of Commissioners' Office, 201 Laurel Avenue, Tillamook, Oregon, 97141.

Two minutes is allowed per comment. The chair may, at his/her sole discretion, further limit or expand the amount of time for individuals to speak.

AGENDAS

COMMUNITY UPDATE – AUDIO09-14-2021A.MP3

CALL TO ORDER: Tuesday, September 14 , 2021 8:00 a.m.

1. 00:26 Welcome and Board of Commissioners' Roll Call
2. 00:44 Adventist Health Tillamook
3. 07:37 Coastal Caucus
4. 42:09 Tillamook County Community Health Center
5. 1:05:57 Tillamook Family Counseling Center
6. 1:07:46 Sheriff's Office
7. 1:12:51 Board of Commissioners
8. Cities
 - 1:25:37 Manzanita
 - 1:26:21 Bay City
 - 1:27:26 South County

ADJOURN – 9:29 a.m.

MEETING - AUDIO09-15-2021A.MP3

CALL TO ORDER: Wednesday, September 15, 2021 9:00 a.m.

1. 01:40 Welcome & Request to Sign Guest List
2. 01:44 Pledge of Allegiance
3. 02:14 Public Comment: Public Comments Received Via Email and Read into the Public Record by Rachel Hagerty, Chief of Staff
4. 03:33 Non-Agenda Items
Agenda Item #9 Postponed and Unscheduled Item/Commissioner Mary Faith Bell

5. 03:46 COVID-19 Vaccine Update/Marlene Putman, Administrator, Health and Human Services; Ed Colson, Emergency Preparedness Coordinator, Ready Northwest
- 25:06 COVID-19 impacts on hospitals and National Guard staffing/Commissioner Erin Skaar

CONSENT CALENDAR

6. 29:58 New Liquor License Application for Limited-On Premises Sales for JAndy Oyster Company, Inc.

A motion was made by Commissioner Skaar and seconded by Vice-Chair Yamamoto. The motion passed with three aye votes. The Chair signed the application.

LEGISLATIVE – ADMINISTRATIVE

7. 29:46 Weekly Discussion and Update Concerning Employees Working Remotely and Courthouse Schedule/Commissioner Mary Faith Bell
8. 30:23 Discussion and Consideration of a Purchase Agreement with Command Sourcing, Inc. for the UVC Light Project in the Sheriff's Office/Josh Brown, Sheriff

A motion was made by Commissioner Skaar and seconded by Vice-Chair Yamamoto. The motion passed with three aye votes. The Board signed the agreement.

9. Discussion and Consideration of a Personnel Requisition for a Replacement Regular Full-Time Grant Funded Victim's Advocate in the Victim's Assistance/District Attorney's Office/William B. Porter, District Attorney

AGENDA ITEM POSTPONED

10. 35:27 Discussion and Consideration of a Personnel Requisition for a Replacement Regular Full-Time Court Administrator in the Justice Court/Ryan Connell, Justice of the Peace

A motion was made by Commissioner Skaar and seconded by Vice-Chair Yamamoto. The motion passed with three aye votes. The Chair signed the requisition.

11. 37:45 Discussion and Consideration of a Personnel Requisition for a Replacement Regular Full-Time Solid Waste Transfer Station Attendant in the Public Works-Solid Waste Department/Chris Laity, Director, Public Works

A motion was made by Commissioner Skaar and seconded by Vice-Chair Yamamoto. The motion passed with three aye votes. The Chair signed the requisition.

12. 39:14 Discussion and Consideration of an Order in the Matter of the Appointment of a Member to the Northwest Oregon Area Commission on Transportation/Chris Laity, Director, Public Works
- A motion was made by Commissioner Skaar and seconded by Vice-Chair Yamamoto. The motion passed with three aye votes. The Board signed order #21-049.
13. 42:13 Discussion and Consideration of an Order in the Matter of the Appointment of a Member to the Tillamook County Solid Waste Advisory Committee/Chris Laity, Director, Public Works
- A motion was made by Commissioner Skaar and seconded by Vice-Chair Yamamoto. The motion passed with three aye votes. The Board signed Order #21-050, SWSD #21-005.
14. 44:09 Discussion and Consideration of a Prevailing Wage Rate Contract for Construction with Pioneer Waterproofing Company Inc. for the Courthouse Northern and Eastern Exposure Restoration Project/Kevin Jolly, Maintenance Supervisor
- A motion was made by Commissioner Skaar and seconded by Vice-Chair Yamamoto. The motion passed with three aye votes. The Board signed the agreement.
15. 46:00 Discussion and Consideration of a Letter to the Oregon Water Resources Department for the Tillamook County's Affidavit for the Partial Abandonment of a Ground Water Certificate of Registration/Joel Stevens, County Counsel
- A motion was made by Commissioner Skaar and seconded by Vice-Chair Yamamoto. The motion passed with three aye votes. The Board signed the letter.
- 48:53 **UNSCHEDULED:** Discussion and Consideration of a Memorandum of Understanding Between the Cities and Counties of Oregon Regarding Allocation of Potential Opioid Settlement Funds/Joel Stevens, County Counsel
- 51:48 Needs Assessment and Opioid Research/Commissioner Erin Skaar
- A motion was made to authorize Joel Stevens, County Counsel, to sign the Memorandum of Understanding by Commissioner Skaar and seconded by Vice-Chair Yamamoto. The motion passed with three aye votes. Joel Stevens signed the Memorandum of Understanding.
16. 54:32 Board Concerns – Non-Agenda Items: There were none.
17. 55:02 Public Comments: There were none.
18. 54:57 Board Announcements

Chair Bell recessed the meeting at 9:58 a.m. to go into executive session pursuant to ORS: 196 660(2)(i).

Chair Bell reconvened the meeting at 11:10 a.m.- AUDIO09-15-2021B.MP3

ADJOURN – 11:10 a.m.

JOIN THE BOARD OF COMMISSIONERS MEETINGS

The Board is committed to community engagement. Due to Oregon COVID-19 restrictions for public gatherings, the board provides opportunity for public participation during meetings via the options below. Live video and audio capabilities are listen-only and are offered on a best effort for the public.

- **Community Meetings: Tuesdays at 8:00 a.m.** (*Teleconference & KTIL-FM at 95.9*)
Dial 971-254-3149, Conference ID: 736 023 979#
- **Board Meetings: Wednesdays at 9:00 a.m.** (*Live Video at tctvonline.com*)
Dial 971-254-3149, Conference ID: 736 023 979#
Agenda items are for discussion or consideration.

MEETING INFORMATION AND RULES

- Matters for discussion and consideration by the board shall be placed on an agenda prepared by the Board Assistant and approved by the board chair. Any commissioner may request items on the agenda.
- Public hearings are formal proceedings publicized in advance through special public notice issued to media and others. Public hearings held by the board are to provide the board an opportunity to hear from the public about a specific topic. Public hearings are therefore different regarding audience participation at regular and workshop meetings.
- Individuals who wish to testify in-person during meetings and hearings shall do so at the table placed in front of the dais. Individuals testifying will, for the record, first identify themselves.
- Commissioners will be addressed by their title followed by their last name.
- Commissioners shall obtain approval from the chair before speaking or asking questions of staff, presenters, and public. As a courtesy, the chair shall allow an opportunity, by the commissioner who has the floor, to ask immediate follow-up questions.
- A majority of the board shall constitute a quorum and be necessary for the transaction of business.
- All board meeting notices are publicized in accordance with public meeting laws.
- All board meetings will commence with the Pledge of Allegiance.
- The chair will utilize the gavel as needed to maintain order, commence and adjourn meetings, and signal approval of motions.
- The board reserves the right to recess to executive session as may be required at any time during noticed public meetings, pursuant to ORS 192.660(1).
- The courthouse is accessible to persons with disabilities. If special accommodations are needed for persons with hearing, visual, or manual impairments who wish to participate in the meeting, please contact (503) 842-3403 at least 24 hours prior to the meeting so that the appropriate communications assistance can be arranged.

AGENDAS

COMMUNITY UPDATE

CALL TO ORDER: Tuesday, September 14 , 2021 8:00 a.m.

1. Welcome and Board of Commissioners' Roll Call
2. Adventist Health Tillamook
3. Coastal Caucus
4. Tillamook County Community Health Center
5. Rinehart Clinic
6. Tillamook Family Counseling Center
7. Others:
8. Governor's Office
9. Board of Commissioners
10. Cities
 - a. Manzanita
 - b. Nehalem
 - c. Wheeler
 - d. Rockaway Beach
 - e. Garibaldi
 - f. Bay City
 - g. Tillamook
 - h. South County

ADJOURN

MEETING

CALL TO ORDER: Wednesday, September 15, 2021 9:00 a.m.

1. Welcome & Request to Sign Guest List
2. Pledge of Allegiance
3. Public Comment

4. Non-Agenda Items
5. COVID-19 Vaccine Update/Marlene Putman, Administrator, Health and Human Services; Ed Colson, Emergency Preparedness Coordinator, Ready Northwest

CONSENT CALENDAR

6. New Liquor License Application for Limited-On Premises Sales for JAndy Oyster Company, Inc.

LEGISLATIVE – ADMINISTRATIVE

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9. Discussion and Consideration of a Personnel Requisition for a Replacement Regular Full-Time Grant Funded Victim's Advocate in the Victim's Assistance/District Attorney's Office/William B. Porter, District Attorney
10. Discussion and Consideration of a Personnel Requisition for a Replacement Regular Full-Time Court Administrator in the Justice Court/Ryan Connell, Justice of the Peace
11. Discussion and Consideration of a Personnel Requisition for a Replacement Regular Full-Time Solid Waste Transfer Station Attendant in the Public Works-Solid Waste Department/Chris Laity, Director, Public Works
12. Discussion and Consideration of an Order in the Matter of the Appointment of a Member to the Northwest Oregon Area Commission on Transportation/Chris Laity, Director, Public Works
13. Discussion and Consideration of an Order in the Matter of the Appointment of a Member to the Tillamook County Solid Waste Advisory Committee/Chris Laity, Director, Public Works
14. Discussion and Consideration of a Prevailing Wage Rate Contract for Construction with Pioneer Waterproofing Company Inc. for the Courthouse Northern and Eastern Exposure Restoration Project/Kevin Jolly, Maintenance Supervisor
15. Discussion and Consideration of a Letter to the Oregon Water Resources Department for the Tillamook County's Affidavit for the Partial Abandonment of a Ground Water Certificate of Registration/Joel Stevens, County Counsel
16. Board Concerns – Non-Agenda Items

17. Public Comments
18. Board Announcements

ADJOURN

OTHER MEETINGS AND ANNOUNCEMENTS

The Commissioners will hold a Board Briefing on **Wednesday, September 15, 2021** at **2:00 p.m.** to discuss weekly commissioner updates. The teleconference number is 1-971-254-3149 Conference ID: 736 023 979#.

The Commissioners will attend a Local Public Safety Coordinating Council meeting on **Monday, September 20, 2021** at **12:00 p.m.** The teleconference number is: 971-254-3149, Conference ID: 113 785 794#.

A project information meeting for the Kiwanda Corridor Project is scheduled for **Tuesday, September 21, 2021** at **12:00 p.m.** The Kiwanda Corridor Project is an opportunity to improve local livability for residents and visitors to Pacific City by connecting recreation, commercial and residential places in Pacific City/Woods and addressing existing traffic and parking issues. The project will implement recommendations from the Cape Kiwanda Master Plan (2016), the Pacific City/Woods Parking Management Plan (2019), and move forward other community priorities including:

- Restructuring and improving the Cape Kiwanda parking lot.
- Constructing a multi-use path along the Cape Kiwanda Drive.
- Reconfiguring Webb Park.
- Improving parking shuttle services.
- Developing the recently acquired Jensen Property.
- Completing development of the Nestucca Valley Community Alliance (NVCA) property.

The meeting will be held virtually. The teleconference number is: 253-215-8782, Meeting ID: 881 0181 9550, Passcode: 106515. Meeting link: tillamookcoast.com/southcounty/kiwanda-corridor



Quotation

Command Sourcing, Inc.

6100 Horseshoe Bar Rd, STE A #228

Loomis, CA 95650

www.commandsourcing.com

sales@commandsourcing.com

QUOTE NO. 903211

Date September 3, 2021

BILL TO Tillamook County Sheriff's Office

Attn: Accounts Payable

5995 Long Prairie Road

Tillamook, OR 97141

SHIP TO Tillamook County Sheriff's Office

Attn: Traci Hillstrom

5995 Long Prairie Road

Tillamook, OR 97141

PO #	Submit Orders to:	Contact Person Email:	Contact Person Phone:	Payment Terms	Quote Valid Until
	Maggie Leach	maggie@commandsourcing.com	503-780-1867	Net 30	10/3/21

QTY	ITEM #	DESCRIPTION	UNIT PRICE	LINE TOTAL
1.00	UVCR	UVC Light - Includes: Emitter, Set of (8) bulbs , Warning Signs, UV-C Protection Glasses, Laser Measuring Tool, White Glove Delivery, Training, and 3-year service and maintenance agreement term. This includes replacement for One set of (8) bulbs each year of 3-year term.	\$ 35,000.00	\$ 35,000.00
0.00	XWUVCR	Extended Warranty UVCR (2-years) ***OPTIONAL*** - All labor, travel time and travel expenses - All replacement parts required, including one set of (8) bulbs per year.	\$ 5,000.00	\$ -
1.00	SHP	Shipping and Handling - UVCR	\$ 806.00	\$ 806.00

Sales Tax: \$ -

Total: \$ 35,806.00**Comments or special instructions:**

By signing this quote and/or submitting a PO per the terms of this quote, you agree to adhere to the attached RZERO terms and conditions for UVCR unit. Must provide tax exempt certificate or note that taxes outside of California shall be assessed by the purchaser. 4% service charge on payment by Credit Card. Shipping FOB origin, Return Policy: Command Sourcing must be notified prior to receipt of any returned items and a restocking fee may be assessed.

R-ZERO SYSTEMS, INC. TERMS AND CONDITIONS

1. **Products.** This agreement ("**Agreement**") governs (i) Customer's access and use of the R-Zero products, which includes the hardware components ("**Hardware**"), software components ("**Software**") and R-Zero's client dashboard ("**SaaS Services**"), each as described on the attached Exhibit A (collectively, the "**Products**"), (ii) R-Zero's provision of limited support and maintenance services with respect to the Products as described on the attached Exhibit A (the "**Support and Maintenance Services**"), and (iii) Customer's access and use of certain Product marketing materials (the "**Collateral**").

2. Grants, Restrictions, and Ownership.

2.1 **Grant.** Subject to the terms and conditions of this Agreement, R-Zero hereby grants Customer a non-exclusive, non-transferable and limited license to (i) access and use the Software, SaaS Services and the softcopy of documents that outline the specifications for the Products as provided by R-Zero to Customer ("**Documentation**"), (ii) display R-Zero's trademarks, logos or insignia, service marks, trade names, trade dress, slogans, or other brand features of R-Zero ("**R-Zero Marks**") solely in the form and format approved by R-Zero and as contained in the Collateral, and (iii) display the Collateral in a form and format approved by R-Zero within Customer's facilities, each of (i), (ii) and (iii) solely for Customer's internal business purposes.

2.2 **Restrictions.** Except as expressly authorized by this Agreement, Customer may not: (i) modify, copy, disclose, alter, translate or create derivative works of any of the Software, SaaS Services, Documentation, R-Zero Marks, or Collateral; (ii) license, sublicense, resell, distribute, lease, rent, lend, transfer, assign or otherwise dispose of any of the Products, Documentation, R-Zero Marks, or Collateral; (iii) use any of the Products or allow the transfer, transmission, export or re-export of any of the Products in violation of any export control laws or regulations administered by the U.S. Department of Commerce; (iv) decompile, disassemble, decode or reverse engineer the Software or the SaaS Services, translate the Software or the SaaS Services or otherwise attempt to learn the source code, structure, algorithms or internal ideas underlying the Software or the SaaS Services or reduce the Software or the SaaS Services by any other means to a human-perceivable form; (v) copy, frame or mirror any part or content of the Software or the SaaS Services; (vi) access the Products in order to (a) build a competitive product or service or (b) copy any features or functions of the Products; (vii) interfere with or disrupt the integrity or performance of the Software or the SaaS Services or any third-party data contained therein; (viii) attempt to gain unauthorized access to the Products or their related systems or networks; (ix) disclose to any third party any performance information or analysis relating to the Products; or (x) cause or permit any individual to do any of the foregoing. All goodwill arising out of any use of the R-Zero Marks will inure to the benefit of R-Zero and Customer will not (a) engage, participate or otherwise become involved in any activity that diminishes or tarnishes the image and/or reputation of the R-Zero Marks, (b) adopt, use, or register any words, phrases or symbols that are identical to or confusingly similar to any of the R-Zero Marks within any territory, (c) challenge or assist others to challenge the R-Zero Marks or the registration thereof or attempt to register any trademarks, logos or insignia, service marks, trade names, trade dress, slogans, or other brand features confusingly similar to the R-Zero Marks, or (d) remove, alter or obscure any proprietary notices in or on the Product or Collateral, including copyright notices.

2.3 **Ownership and Reservation of Rights.** As between the parties and subject to Section 2.1, R-Zero owns all right, title and

interest in and to the Software, SaaS Services, Documentation, R-Zero Marks, and Collateral, together with any and all Intellectual Property Rights (as defined below) embodied therein or related thereto. R-Zero reserves all rights not expressly granted in this Agreement, and no licenses are granted by R-Zero to Customer under this Agreement, whether by implication, estoppel or otherwise, except as expressly set forth herein. For the purpose of this Agreement, "**Intellectual Property Rights**" means all patents, copyrights, moral rights, trademarks, trade secrets and any other form of intellectual property rights recognized in any jurisdiction, including applications and registrations for any of the foregoing. The Software, the SaaS Services, Documentation, R-Zero Marks, and Collateral are licensed, not sold, to Customer.

3. **Delivery and Risk of Loss; Customer Obligations.** R-Zero will ship the Products to Customer's U.S. facilities (the "**Shipping Address**") or arrange for pickup of the Products by Customer or its designated carrier at R-Zero's or its designee's U.S. facilities (the "**Pickup Address**"). R-Zero fulfills its obligation to deliver the Products, risk of loss to the Products and title to the Hardware will pass to Customer, and delivery and acceptance of the Products will be deemed to have occurred on the earlier of: (i) the date R-Zero makes the Products available to Customer at the Shipping Address and (ii) the date Customer or its designated carrier takes possession of the Products at the Pickup Address (such date, the "**Delivery Date**"). Customer will comply with all laws, rules, regulations, and guidelines applicable to Customer's use of the Products.

4. Prices and Payment Terms.

4.1 **Price.** The subscription fees for the SaaS Services and/or applicable Support and Maintenance Services (collectively, the "**Fees**") are set forth on the attached Exhibit A. R-Zero may modify any applicable Fees at the conclusion of the Initial Term (as defined in Section 9.1) and each Renewal Term (as defined in Section 9.1), at its sole discretion, by providing Customer with no less than 45 days prior written notice, and pricing increases will take effect in the immediately-subsequent Renewal Term. The Fees do not include property, sales, use, excise, import, export, value added or similar taxes, government permit fees, license fees, or customs, duty, tariff and similar fees levied upon the provision of the Products provided under this Agreement (collectively, "**Taxes**"). Customer will be responsible for and will pay all Taxes, excluding only Taxes based solely on R-Zero's net income. In the event R-Zero is required to pay any Taxes (excluding Taxes based solely on R-Zero's net income), R-Zero may invoice Customer for such Taxes and any cost associated with the collecting or withholding thereof, including penalties and interest, and Customer will pay all invoiced amounts within 30 days of the date of such invoice.

4.2 **Payment Terms.** Beginning on the first day of the then-effective Renewal Term, R-Zero will invoice Company on an annual basis in advance for all Fees payable during such Renewal Term, and Customer will pay such invoiced Fees within 30 days of the date of each such invoice. Notwithstanding any terms to the contrary in this Agreement, except as expressly set forth in this Agreement, R-Zero will not be obligated to issue any refunds for Fees paid by Customer. All payments due under this Agreement will be made: (i) via the proposed payment method defined by R-Zero; and (ii) in U.S. Dollars. R-Zero may apply Fees or other amounts paid by Customer to R-Zero against Fees, amounts, or obligations otherwise due by Customer under this Agreement. Customer will timely pay all invoiced Fees and will not set-off, counterclaim or otherwise withhold any Fees or other amounts owed to R-Zero under this Agreement on account of any obligation owed or purportedly owed by R-Zero to Customer.

4.3 Late Payment. Interest on any late payments will accrue at the rate of 1.5% per month, or the highest rate permitted by law, whichever is lower, from the date such amount is due until the date such amount is finally paid in full. In addition, if Customer fails to make any payment on the due date in accordance with the terms of this Agreement, R-Zero may, without limiting its other rights or remedies in this Agreement and without liability to Customer, suspend and disable Customer's use of the Software and/or SaaS Services until Customer makes such payment. If Customer's failure to make payment persists for 30 days past the due date in accordance with the terms of this Agreement, R-Zero may, without any cure period, without limiting its other rights or remedies (including, without limitation, those in Section 9.2), and without liability to Customer, immediately terminate this Agreement due to Customer's breach on written notice to Customer.

5. Confidentiality. "Confidential Information" means all information disclosed (whether in oral, written or other tangible or intangible form) by one party (the "Disclosing Party") to the other party (the "Receiving Party") concerning or related to this Agreement or the Disclosing Party (whether before, on or after the Effective Date) that the Receiving Party knows or should know, given the facts and circumstances surrounding the disclosure of the information by the Disclosing Party, is confidential information of the Disclosing Party. Confidential Information includes, but is not limited to, the components of the business plans, financial plans, know-how, customer information, strategies and other similar information. During the term of this Agreement and thereafter, the Receiving Party will maintain in confidence the Confidential Information of the Disclosing Party and will not use such Confidential Information except as expressly permitted herein. The Receiving Party will use the same degree of care in protecting the Disclosing Party's Confidential Information as the Receiving Party uses to protect its own Confidential Information from unauthorized use or disclosure, but in no event less than reasonable care. Any Confidential Information of the Disclosing Party will be used by the Receiving Party solely for the purpose of carrying out the Receiving Party's obligations under this Agreement. In addition, the Receiving Party: (i) will not reproduce Confidential Information disclosed by the Disclosing Party, in any form, except as required to accomplish the Receiving Party's obligations under this Agreement; and (ii) will only disclose Confidential Information disclosed by the Disclosing Party to its directors, officers, employees and/or contractors who have a need to know such Confidential Information in order to perform their duties under this Agreement and if such directors, officers, employees and/or contractors have executed a non-disclosure agreement with the Receiving Party with terms no less restrictive than the non-disclosure obligations contained in this Section 5. Confidential Information will not include information that: (a) is in or enters the public domain without breach of this Agreement through no fault of the Receiving Party; (b) the Receiving Party can reasonably demonstrate was in its possession prior to first receiving it from the Disclosing Party; (c) the Receiving Party can demonstrate was developed by the Receiving Party independently and without use of or reference to the Disclosing Party's Confidential Information; or (d) the Receiving Party receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation. Notwithstanding any terms to the contrary in this Agreement, any suggestions, comments or other feedback provided by Customer to R-Zero with respect to the Products or R-Zero (collectively, "Feedback") will constitute Confidential Information of R-Zero. Further, R-Zero will be free to use, disclose, reproduce, license and otherwise distribute and exploit the Feedback provided to it as it sees fit, entirely without obligation or restriction of any kind on account of Intellectual Property Rights or otherwise.

6. Product Warranty, Support, and Maintenance Services, and Remedies.

6.1 Software. R-Zero warrants to Customer that the Software will conform, in all material respects, to the Software portion of the Documentation commencing upon the Delivery Date and continuing through the Initial Term and each Renewal Term. The foregoing warranty applies only to the original recipient of the Software and is void if a failure of the Software has resulted from any accident, abuse or misuse, or any unauthorized use or combination of the Software with any software, hardware or other item not approved in writing by R-Zero.

6.2 Hardware. R-Zero warrants to Customer that the Hardware provided to a Customer will conform, in all material respects, to the Hardware portion of the Documentation commencing upon the Delivery Date and continuing through the Initial Term and each Renewal Term. The foregoing warranty applies only to the original recipient of the Hardware and is void to the extent failure of the Hardware has resulted from any (i) alteration, repair, or reworking of the Product by any party other than R-Zero without R-Zero's written consent, (ii) Customer's improper storage, mishandling, abuse, or misuse of the Products after delivery, (iii) Customer's use of the Products in conjunction with defective equipment not supplied by R-Zero, (iv) damage by accident or by water, fire, explosion, power failure, or any act of nature not the fault of R-Zero after risk of loss has passed to Customer, or (v) other unauthorized use of the Products.

6.3 Support and Maintenance Services. R-Zero will use commercially reasonable efforts to provide the applicable Support and Maintenance Services beginning on the Delivery Date and continuing through the Initial Term and each Renewal Term.

6.4 Warranty Remedies. If the Software or Hardware does not meet the applicable warranty set within the applicable warranty period, then as R-Zero's sole obligation and Customer's sole remedy with respect to such failure, R-Zero will use commercially reasonable efforts to adjust, repair or replace the Software and/or Hardware. In the event that R-Zero cannot, using commercially reasonable efforts, adjust, repair or replace the Software or the Hardware (whichever is applicable), R-Zero will, upon Customer's return of the applicable Product(s) to R-Zero (at R-Zero's expense) issue a refund of the Fees paid by Customer to R-Zero, reduced pro rata by the days remaining during the then-applicable Renewal Term, as measured from the date R-Zero received Customer's warranty claim hereunder.

6.5 Disclaimer. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTIONS 6.1 AND 6.2, R-ZERO DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES (EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO THIS AGREEMENT, THE PRODUCTS, THE DOCUMENTATION, THE R-ZERO MARKS, THE COLLATERAL, AND THE SUPPORT AND MAINTENANCE SERVICES, WHETHER ALLEGED TO ARISE BY OPERATION OF LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, BY COURSE OF DEALING OR OTHERWISE, INCLUDING ANY AND ALL: (I) WARRANTIES OF MERCHANTABILITY; (II) WARRANTIES OF FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT SUCH R-ZERO KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE AWARE OF ANY SUCH PURPOSE); OR (III) WARRANTIES OF NONINFRINGEMENT OR CONDITION OF TITLE. THIS DISCLAIMER AND EXCLUSION WILL APPLY EVEN IF THE EXPRESS WARRANTY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE. NOTWITHSTANDING ANY TERMS TO THE CONTRARY IN THIS AGREEMENT, R-ZERO AND ITS SUPPLIERS PROVIDE THE SAAS SERVICES AND SUPPORT AND MAINTENANCE SERVICES ON

AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATIONS, WARRANTIES, COVENANTS OR CONDITIONS OF ANY KIND. R-ZERO AND ITS SUPPLIERS DO NOT WARRANT THAT ANY OF THE SAAS SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE.

7. Indemnification Obligations.

7.1 R-Zero Indemnity. R-Zero, at its sole expense, will defend Customer from and against any and all third-party claims, suits, actions or proceedings (each a "Claim") and will indemnify Customer from any related damages, payments, deficiencies, fines, judgments, settlements, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorneys' fees, costs, penalties, interest and disbursements) ("Losses") that are awarded by a court of competent jurisdiction or included in a settlement approved, in advance and in writing, by R-Zero resulting from any Products (solely in the form delivered to Customer) infringing any Intellectual Property Rights of any third party. In the event of a Claim pursuant to this Section 7.1, R-Zero may, at R-Zero's option and at R-Zero's expense: (i) obtain for Customer the right to continue to exercise the license granted to Customer under this Agreement; (ii) substitute the Product for an equivalent non-infringing product; (iii) modify the Product to make it non-infringing; or (iv) terminate this Agreement. Upon a termination of this Agreement pursuant to Section 7.1(iv), Customer must cease using the applicable Product. R-Zero's indemnification obligations hereunder do not extend to Claims arising from or relating to: (a) any negligence or willful misconduct of Customer or any third party; (b) any use of the Hardware, Software, and/or SaaS Services by Customer or any third party in combination with any equipment, software, data or any other materials where the infringement would not have occurred but for such combination; (c) any modification to the Hardware, Software, and/or SaaS Services by Customer or any third party where the infringement would not have occurred but for such modification; (d) the use of the Hardware, Software, and/or SaaS Services by Customer or any third party in a manner contrary to the terms of this Agreement where the infringement would not have occurred but for such use; or (e) the continued use of the Hardware, Software, and/or SaaS Services after R-Zero has provided substantially equivalent non-infringing product/software.

7.2 Customer Indemnity. Customer, at its sole expense, will defend R-Zero from and against any and all Claims and will indemnify R-Zero from any related Losses resulting from or arising in connection with: (i) Customer's or any third party's negligence or willful misconduct; (ii) Customer's breach of this Agreement; (iii) Customer's violation of applicable law; or (iv) Customer's failure to use the Hardware, Software, and/or SaaS Services in accordance with the Documentation or other specifications related thereto or any accident, misuse, or unauthorized use of the Hardware, Software, and/or SaaS Services.

7.3 Procedures. The indemnifying party's indemnification obligations under this Section 7 are conditioned upon the indemnified party (i) giving prompt written notice of the Claim to the indemnifying party once the indemnified party becomes aware of the Claim (provided that failure to provide prompt written notice to the indemnifying party will not alleviate an indemnifying party's obligations under this Section 7 to the extent any associated delay does not materially prejudice or impair the defense of the related Claims), (ii) granting the indemnifying party the option to take sole control of the defense (including granting the indemnifying party the right to select and use counsel of its own choosing) and settlement of the Claim (except that the indemnified party's prior written approval will be required for any settlement that reasonably can be expected

to require an affirmative obligation of the indemnified party), and (iii) providing reasonable cooperation to the indemnifying party and, at the indemnifying party's request and expense, assistance in the defense or settlement of the Claim.

8. Limitation of Liability. IN NO EVENT WILL R-ZERO'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO R-ZERO DURING THE INITIAL TERM OR RENEWAL TERM WITHIN WHICH THE DAMAGES AROSE. IN NO EVENT WILL R-ZERO BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF REVENUE, LOSS OF GOODWILL, ANY INTERRUPTION OF BUSINESS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF R-ZERO HAS BEEN ADVISED OR IS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMITATION. THIS SECTION 8 WILL BE GIVEN FULL EFFECT EVEN IF ANY REMEDY SPECIFIED IN THIS AGREEMENT IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

9. Term, Termination and Effect of Termination.

9.1 Term and Termination. The term of this Agreement will commence on the date Customer executes this Agreement (the "Effective Date") and, unless earlier terminated as provided in this Agreement or otherwise agreed to in writing, continue for one (1) year from the Delivery Date (the "Initial Term"), and thereafter this Agreement will automatically renew for successive one-year terms (each, a "Renewal Term"), unless and until a party provides the other party with written notice of its intent not to renew this Agreement no less than 30 days prior to the close of the Initial Term or then-current Renewal Term. Either party may terminate this Agreement for cause: (i) if the other party breaches this Agreement and does not remedy such failure within 30 days after its receipt of written notice of such breach (subject to Section 4.3); or (ii) if the other party terminates its business activities or becomes insolvent, admits in writing to inability to pay its debts as they mature, makes an assignment for the benefit of creditors or becomes subject to direct control of a trustee, receiver or similar authority. Further, if Customer uses the Products in any unauthorized manner, R-Zero may immediately terminate this Agreement without notice to Customer.

9.2 Effect of Termination. Upon any termination of this Agreement: (i) all rights and licenses granted to Customer under this Agreement will immediately terminate; (ii) Customer will immediately pay to R-Zero all amounts due and payable up to the effective date of termination of this Agreement (provided, that if this Agreement is terminated (a) by Customer before expiration of the Initial Term or Renewal Term for reasons other than R-Zero's breach pursuant to Section 9.1(i) or an insolvency-related event pursuant to Section 9.1(ii) or (b) by R-Zero due to Customer's breach as set forth in Section 9.1(i), Customer will immediately pay to R-Zero all amounts that may or would have been due and payable during the then-effective Initial Term or Renewal Term up to and after the effective date of termination of this Agreement); and (iii) Customer will promptly return to R-Zero all Confidential Information, Documentation, and Collateral then in its possession or destroy all copies of Confidential Information, Documentation, and Collateral, at R-Zero's sole discretion and direction. Customer will immediately confirm, in writing, that it has complied with Section 9.2(iii) at R-Zero's request. Notwithstanding any terms to the contrary in this Agreement, the following Sections will survive any expiration or termination of this Agreement: 1; 2.2; 2.3; 4; 5; 6.5; 7; 8; 9.2; and 10.

10. General Provisions.

10.1 Entire Agreement. This Agreement, including the attached Exhibit A, which is incorporated herein by reference, sets forth the entire agreement and understanding of the parties relating to the subject matter hereof and supersedes all prior or contemporaneous agreements, proposals, negotiations, conversations, discussions and understandings, written or oral, with respect to such subject matter and all past dealing or industry custom. Without limiting the foregoing, R-Zero will not be bound by, and specifically objects to, any term, condition, or other provision which is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) which is proffered by Customer or any party acting on behalf of Customer in any order, terms and conditions of purchase, receipt, acceptance, confirmation, correspondence, or otherwise, unless R-Zero specifically agrees to such provision in a written instrument signed by R-Zero.

10.2 Independent Contractors. Neither party will, for any purpose, be deemed to be an agent, franchisor, franchisee, employee, representative, owner or partner of the other party, and the relationship between the parties will only be that of independent contractors. Neither party will have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of any other party, whether express or implied, or to bind the other party in any respect whatsoever.

10.3 Governing Law and Venue. This Agreement will be governed by and construed in accordance with the laws of the State of California applicable to agreements made and to be entirely performed within the State of California, without resort to its conflict of law provisions. The state or federal court in Santa Clara County, California will be the jurisdiction in which any suits should be filed if they relate to this Agreement. Prior to the filing or initiation of any action or proceeding relating to this Agreement, the parties must participate in good faith mediation in Santa Clara County, California. If a party initiates any proceeding regarding this Agreement, the prevailing party to such proceeding is entitled to reasonable attorneys' fees and costs for claims arising out of this Agreement.

10.4 Assignment. Neither this Agreement nor any right or duty under this Agreement may be transferred, assigned or delegated by Customer, by operation of law or otherwise, without the prior written consent of R-Zero, and any attempted transfer, assignment or delegation without such consent will be void and without effect. R-Zero may freely transfer, assign or delegate this Agreement or its rights and duties under this Agreement. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective representatives, heirs, administrators, successors and permitted assigns.

10.5 Amendments and Waivers. No modification, addition, deletion, or waiver of any rights under this Agreement will be binding on a party unless made in a non-preprinted agreement clearly understood by the parties to be a modification or waiver and signed by a duly authorized representative of each party. No failure or delay (in whole or in part) on the part of a party to exercise any right or remedy hereunder will operate as a waiver thereof or affect any other right or remedy. All rights and remedies hereunder are cumulative and are not exclusive of any other rights or remedies provided hereunder or by law. The waiver of one breach or default or any delay in exercising any rights will not constitute a waiver of any subsequent breach or default.

10.6 Analytic Data. Customer acknowledges and agrees that R-Zero may monitor, collect, use, and store anonymous

and aggregate statistics regarding use of the SaaS Services and/or any individuals/entities that interact with the SaaS Services (collectively, "Analytic Data"). As between the parties, R-Zero owns all right, title, and interest in and to the Analytic Data, together with any and all Intellectual Property Rights embodied in or related to the foregoing.

10.7 Notices. Any notice or communication required or permitted to be given hereunder must be in writing, signed or authorized by the party giving notice and may be delivered by hand, deposited with an overnight courier, sent by confirmed email or confirmed facsimile, or mailed by registered or certified mail (return receipt requested, postage prepaid), in each case to the address of the receiving party as identified in this Agreement or at such other address as may hereafter be furnished in writing by either party to the other party. Such notice will be deemed to have been given as of the date it is delivered.

10.8 Publicity and Press Release. Customer consents to R-Zero's use of Customer's name and logo on the R-Zero website and publicly available printed materials, identifying Customer as a Customer of R-Zero and describing Customer's use of the R-Zero Product(s). Further, Customer agrees that R-Zero may issue a press release identifying Customer as a customer of R-Zero; *provided, however*, that the content of any press release identifying Customer will be subject to Customer's prior approval (which will not be unreasonably withheld).

10.9 Force Majeure. Except for payments due under this Agreement, neither party will be responsible for any failure to perform or delay attributable in whole or in part to any cause beyond its reasonable control, including but not limited to acts of God (fire, storm, floods, earthquakes, etc.), civil disturbances, disruption of telecommunications, disruption of power or other essential services, interruption or termination of service by any service providers being used by R-Zero to link its servers to the Internet, labor disturbances, vandalism, cable cut, computer viruses or other similar occurrences, or any malicious or unlawful acts of any third party.

Exhibit A

Hardware, Software, SaaS Services, Support and Maintenance Services, and Fees

Products	Fees
Hardware: UV-C Light device + 1 set of bulbs	Annual Fees (per unit): USD \$2,500.00 annually, no cost for Initial Term
Software: Software integrated in the device to run the cycles	
SaaS Services: Client dashboard that can be accessed to monitor the use of the device (e.g. when has it been used, for how long)	
Support and Maintenance Services	
Support and Maintenance Services: <ul style="list-style-type: none"> • Software Upgrades: Access to all commercially-available Software upgrades and updates during the Initial Term and each Renewal Term • Customer Support: Access to customer support (standard business hours), excluding weekends and holidays, during the Initial Term and each Renewal Term • Replacement Bulbs: Based on usage to maintain optimal efficacy, up to one set of replacement bulbs during the Initial Term and up to one set per each Renewal Term (additional replacement bulbs not covered by warranty will be provided at R-Zero's then-current pricing) • Maintenance: Maintenance of the Products during the Initial Term and each Renewal Term, including support, repair, and troubleshooting 	

Memorandum of Understanding between the Cities and Counties of Oregon Regarding Allocation of Potential Opioid Settlement Funds

I. RECITALS

- A. Whereas the people of the cities and counties of Oregon have been harmed by malfeasance and misfeasance committed by certain entities within the Pharmaceutical Supply Chain (including, but not limited to, “McKesson, Cardinal Health, AmeriSourceBergen and Jansen Pharmaceuticals, and its parent Johnson & Johnson”);
- B. Whereas certain cities and counties, through their elected representatives and counsel, have filed lawsuits and been engaged in long-standing litigation (the “Litigating Entities”) against certain entities committing malfeasance against the people of the cities and counties of Oregon;
- C. Whereas certain entities named above and charged with malfeasance have made offers to settle the claims brought by the Litigating Entities *and* to settle the claims of the remaining cities and counties of Oregon (“Non-litigating Entities”);
- D. Whereas the Litigating Entities and the Non-litigating Entities of Oregon (collectively, “Participating Local Governments”) share a common desire to abate and alleviate the impacts of the misfeasance and malfeasance of opioids throughout the cities and counties of Oregon;
- E. Whereas the Participating Local Governments are the entities primarily responsible for addressing the harms caused by the opioid epidemic in Oregon, now and in the future, the Participating Local Governments desire for settlement funds from the litigation to be paid directly to the cities and counties and not pass through the State of Oregon;

- F. Whereas the Participating Local Governments desire that any settlement funds be used to directly address the opioid epidemic and funds be protected thorough accountability and protection from mismanagement, transfers and use of funds must be accounted for using as a basis the Generally Accepted Principles of Accounting (GAAP) as modified and interpreted by the Governmental Standards Board (GASB), Oregon Budget Law and reviewed periodically by an independent national Certified Public Accounting firm;
- G. Whereas the State of Oregon chose not to file lawsuits against certain entities within the Pharmaceutical Supply Chain, have no cognizable legally filed claims pending against those entities, and do not primarily offer opioid treatment and abatement as the cities and counties do, the vast majority of settlement funds for abatement should be paid to the Participating Local Governments that will actually expend the resources to address the opioid epidemic;
- H. Whereas the State of Oregon has refused to engage in meaningful negotiations regarding potential allocation of settlement funds between the State of Oregon and the Participating Local Governments, and insist the majority of potential settlement funds be administered at the state level, the Participating Local Governments will act independently in litigating or resolving its claims against members of the Pharmaceutical Supply Chain;
- I. Now therefore, the Participating Local Governments enter into this Memorandum of Understanding ("MOU") relating to the allocation and use of the proceeds of any opioids settlements. Namely, any settlement proceeds intended for the Participating Local Governments to abate the opioid crisis should be paid directly to the Participating Local Governments and not pass through or be unnecessarily reduced by the State of Oregon;
- J. Now therefore, this MOU has been drafted collaboratively to jointly engage in negotiations regarding allocation with the State of Oregon regarding potential settlement funds and engage the Pharmaceutical

Supply Chain regarding the manner in which settlement funds, if any, are paid to the Participating Local Governments;

- K. This MOU is drafted to maintain all Participating Local Governments' existing or potential legal claims (to the extent legally cognizable) while allowing parties to cooperate in exploring all possible means of resolution;
- L. Nothing in this MOU should alter or change the right of any Participating Local Government to pursue its own claims. The purpose of this MOU is to join the Participating Local Governments to negotiate an allocation agreement with the State, engage the Pharmaceutical Supply Chain participants in possible settlement, or continue litigation against the Pharmaceutical Supply Chain participants;
- M. County Counsels and City Attorneys will bring any allocation agreement with the State or proposed settlement agreement with the Pharmaceutical Supply Chain participants to its respective Board for final approval.

II. OPIOID REMEDIATION AND USE OF FUNDS

There is no dispute between the cities, counties, other state subdivisions, and all states of the United States that opioid funds obtained through settlement or verdict against the Pharmaceutical Supply Chain, less administrative costs, must be used exclusively for opioid abatement and must not be directed to non-remediation uses.

As discussed above, there is dispute between the Oregon Participating Local Governments and the State of Oregon as to allocation of any potential settlement proceeds paid by the Pharmaceutical Supply Chain participants.

III. DIVISION OF POTENTIAL SETTLEMENT FUNDS AMONG AND BETWEEN OREGON PARTICIPATING LOCAL ENTITIES

- A. Under the proposed settlement agreements by the Pharmaceutical Supply Chain participants and by Order of Judge Polster, the Multi-District Litigation (MDL) judge, allocation of funds between local entities in Oregon, and throughout the various subdivisions in the

United States, shall be made pursuant to a court approved allocation model that takes into account the impact of the opioid epidemic on specific local entities.

B. Under the proposed settlement agreements, the division of funds will generally be made as follows:

1. **Step 1** - The division of funds identified in Section II among the Local Entities within Oregon shall be distributed in accordance with the "Allocation Model" contained in the Distributor Master Settlement Agreement and J&J Master Settlement Agreement. The Allocation Model uses three factors, based on reliable, detailed, and objective national data, to determine the share that each county and city will receive. These factors address the most critical causes and effects of the opioid crisis and are weighted equally (1/3, 1/3, 1/3): (1) the amount of opioids shipped to the county and city; (2) the number of opioid deaths that occurred in that county and city; and (3) the number of people who suffer opioid use disorder in that county and city. As for jurisdictions in the state of Oregon, the allocation percentages are coincidentally similar to population percentages for most counties.
2. **Step 2** - Counties and the incorporated cities and towns within their territory may distribute the funds allocated among themselves in any alternative manner the entities choose. For example, if specific cities and counties decide to distribute funds directly to the county for abatement, the entities may do so. If the county and cities cannot agree on how to allocate the funds, the Allocation Map reflects a default allocation that will apply.
3. **Step 3** - If the default allocation is used and a county's or city's share is less than a certain amount, annually, then that amount will instead be distributed to the county in which the city lies to be used for the benefit of county residents, including those who resided in that city.

IV. DISBURSEMENT PROCESS FOR OPIOID ABATEMENT UNDER PROPOSED AGREEMENTS

The Participating Local Governments will report to their governing bodies on the expenditure of all National Opioid Settlement Funds, and report to the MDL Court pursuant to Court Order.

V. ATTORNEY FEES AND ADMINISTRATIVE COSTS UNDER THE PROPOSED SETTLEMENT AGREEMENTS

- A. In no event will Participating Local Governments pay attorney fees or costs in excess of the Contingency Cap Order of MDL Judge Polster, dated August 6, 2021. The purpose of Judge Polster's Order is to maximize the funds going directly to opioid abatement.
- B. Any governmental entity that seeks attorney fees and costs from the potential settlement of litigation described herein against the Pharmaceutical Supply Chain shall seek those fees and expenses first from a national Common Benefit Fund, and second, from a Back-Stop Fund to be created by the Oregon Participating Local Governments. In addition, the parties agree that the Oregon Participating Local Governments will create a supplemental fund (the "Backstop Fund") for attorney fees and costs not paid by the national Common Benefit Fund.
- C. Any payments described in V. above shall be paid at the time and dates stated in the Distributor Master Settlement Agreement, or in accordance with the MDL Court Order.

VI. COUNTERPARTS, ELECTRONIC SIGNATURES, AND AUTHORITY TO SIGN

- A. This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- B. The Parties approve the use of electronic signatures for execution of this MOU. The Parties agree not to deny the legal effect or enforceability of the MOU solely because it is in electronic format.

- C. Each party represents that all procedures necessary to authorize such Party's execution of this MOU have been performed and that the person signing for such Party has been authorized to execute the MOU.
- D. In the event any provision or part of this MOU is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire MOU, will be inoperative.
- E. This MOU contains the entire agreement between the Parties and supersedes and cancels all previous negotiations and agreements, if any.

(Signatures on Following Pages)

BAKER COUNTY

Dated: _____

Kim Mosier
County Counsel

BENTON COUNTY

Dated: _____

Vance Croney
County Counsel

CLACKAMAS COUNTY

Dated: _____

Stephen Madkour
County Counsel

CLATSOP COUNTY

Dated: _____

Joanna Lyons-Antley
County Counsel

COLUMBIA COUNTY

Dated: _____

Sarah Hanson
County Counsel

COOS COUNTY

Dated: _____

Nathaniel Greenhalgh-Johnson
County Counsel

CROOK COUNTY

Dated: _____

Eric Blaine
County Counsel

CURRY COUNTY

Dated: _____

Anthony Pope
County Counsel

DESCHUTES COUNTY

Dated: 9/10/2021 | 7:15 AM PDT

David Doyle
David Doyle
County Counsel

DOUGLAS COUNTY

Dated: _____

Paul Meyer
County Counsel

GILLIAM COUNTY

Dated: _____

Carrie Connelly
County Counsel

GRANT COUNTY

Dated: _____

Dominic Carollo
County Counsel

HARNEY COUNTY

Dated: _____

Dominic Carollo
County Counsel

HOOD RIVER COUNTY

Dated: _____

Lisa Knight Davies
County Counsel

JACKSON COUNTY

Dated: _____

Joel Benton
County Counsel

JEFFERSON COUNTY

Dated: _____

Alexa Gassner
County Counsel

JOSEPHINE COUNTY

Dated: _____

Wally Hicks
County Counsel

KLAMATH COUNTY

Dated: _____

Marcus Henderson
County Counsel

LAKE COUNTY

Dated: _____

Jim Bailey
County Counsel

LANE COUNTY

Dated: 9/10/2021 | 6:25 AM PDT

Stephen Dingle
Stephen Dingle
County Counsel

LINCOLN COUNTY

Dated: _____

Kristin Yullie
County Counsel

LINN COUNTY

Dated: _____

Gene Karandy
County Counsel

MALHEUR COUNTY

Dated: 9/10/2021 | 9:13 AM PDT

Stephanie Williams
Stephanie Williams
County Counsel

MARION COUNTY

Dated: _____

Jane Vetto
County Counsel

MORROW COUNTY

Dated: 9/10/2021 | 10:42 AM PDT

Justin Nelson
Justin Nelson
County Counsel

MULTNOMAH COUNTY

Dated: _____

Jenny Madkour
County Counsel

POLK COUNTY

Dated: _____

Morgan Smith
County Counsel

SHERMAN COUNTY

Dated: 9/9/2021 | 7:13 PM PDT

Jeff Wallace

Jeff Wallace
County Counsel

TILLAMOOK COUNTY

Dated: _____

Joel Stevens
County Counsel

UMATILLA COUNTY

Dated: _____

Doug Olsen
County Counsel

UNION COUNTY

Dated: 9/10/2021 | 11:54 AM PDT

Wyatt Baum

Wyatt Baum
County Counsel

WALLOWA COUNTY

Dated: _____

Paige Sully
County Counsel

WASCO COUNTY

Dated: _____

Kristen Campbell
County Counsel

WASHINGTON COUNTY

Dated: _____

Brad Anderson
County Counsel

WHEELER COUNTY

Dated: _____

Kristen Campbell
County Counsel

YAMHILL COUNTY

Dated: _____

Christian Boenisch
County Counsel



Tillamook County Board of Commissioners

201 Laurel Avenue, Tillamook, OR 97141

Phone: 503-842-3403

TTY Oregon Relay Service

Mary Faith Bell, Chair

David Yamamoto, Vice-Chair

Erin D. Skaar, Commissioner

September 15, 2021

Via Email & Regular Mail

dwight.w.french@oregon.gov

Oregon Water Resources Department

Attn: Dwight French, Water Rights Service Division Administrator

725 Summer St NE, Ste A

Salem, OR 97301

RE: Groundwater Certificate of Registration GR-2711 in the name of Antone & Johanna Beeler

Dear Mr. French:

On behalf of Tillamook County, the Tillamook County Board of Commissioners requests that the Oregon Water Resources Department withdraw and give no effect to Tillamook County's Affidavit for the Partial Abandonment of a Ground Water Certificate of Registration, dated March 28, 2018 (the "Affidavit"), which is attached hereto for your reference.

The groundwater use at issue in the Affidavit and this letter was documented by Antone and Johanna Beeler in Registration No. G-2952 and Certificate No. GR-2771.

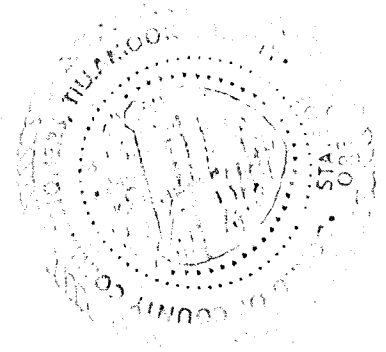
Tillamook County is the legal and deeded owner of the property described as tax lot number 600 within the NW ¼ SW ¼ Section 24, Township 1 S, Range 10 W, of the Willamette Meridian in Tillamook County, Oregon as shown on the map attached to the Affidavit. It was also the deeded property owner on March 28, 2018.

Tillamook County is withdrawing the Affidavit because it does not intend to abandon the use of 156.2 gallons per minute of groundwater to irrigate 60.8 acres. The County intends for this water to be used to irrigate 60.8 acres in Tillamook County. The Affidavit (and the one it replaced, dated March 14, 2018) should not be used to create a presumption of abandonment of any portion of G-2952, and if so used, this letter is intended to rebut any such presumption.

Sincerely,

A handwritten signature in dark ink, appearing to read "MF Bell", is written over a horizontal line.

Mary Faith Bell, Chair, Board of Commissioners





Land of Cheese, Trees and Ocean Breeze

Board of Commissioners
Tim Josi. David Yamamoto. Bill Baertlein.
201 Laurel Avenue
Tillamook, Oregon 97141
Phone 503-842-3403
Fax 503-842-1384
TTY Oregon Relay Service

March 28, 2018

FILED

MAR 29 2018

TASSI O'NEIL
COUNTY CLERK

Handwritten initials and signature.

Oregon Water Resources Department
Attn: Ann Reece, Water Right Service Division
725 Summer St NE, Suite A
Salem, OR 97301

RE: Abandonment of Ground Water Registration Certificate GR-2771
(Statement Number GR-2952)

Dear Ann,

Please find enclosed the revised Affidavit for the Partial Abandonment of a Ground Water Certificate of Registration for Tillamook County's portion of certificate number GR-2771. This supersedes the prior affidavit dated March 14, 2018 that was submitted recently to the Oregon Water Resources Department.

We appreciate your time and assistance.

Sincerely,

Susan Corbisiero
Executive Assistant

Enclosure

Well Registration Map

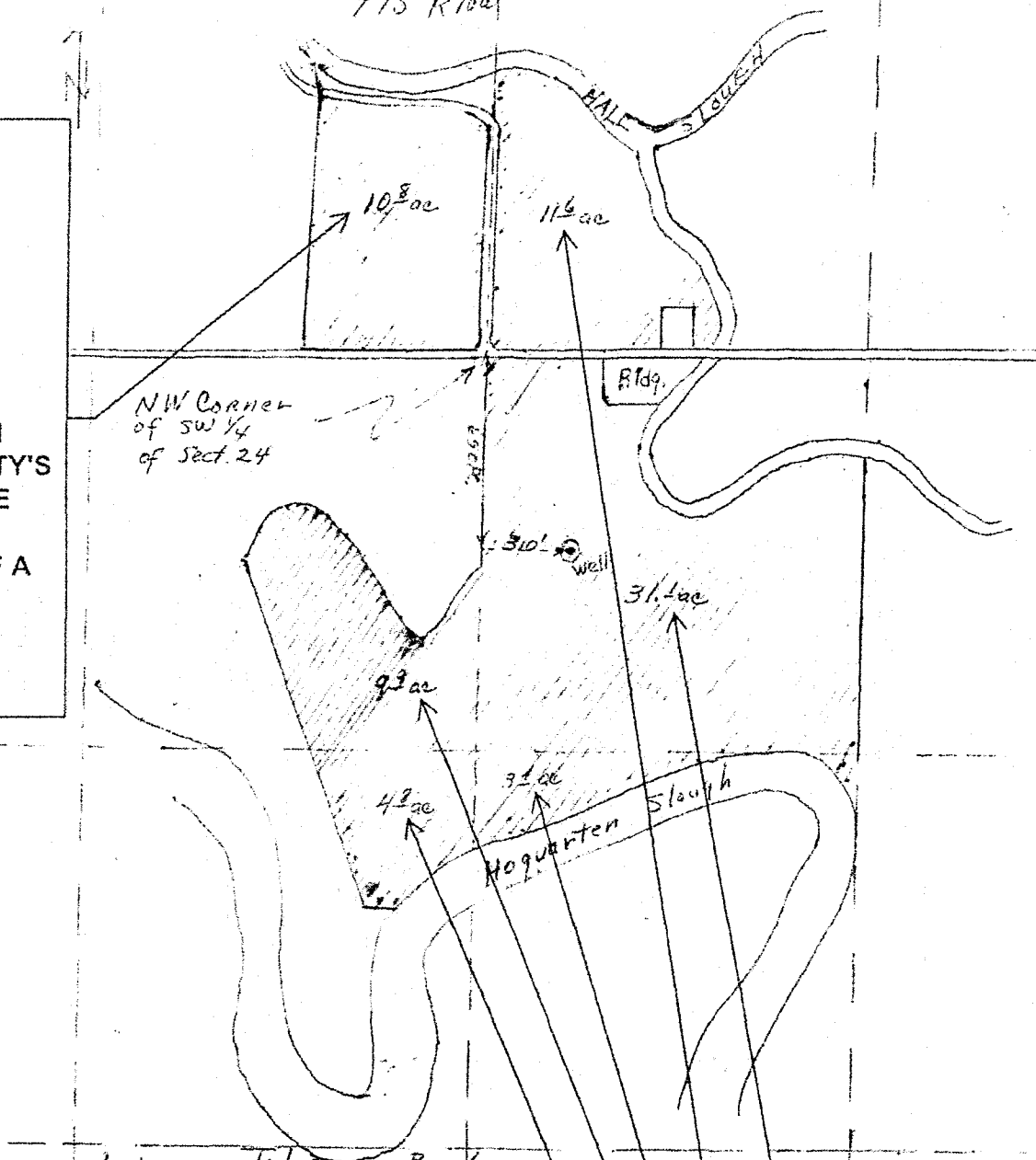
Sect 23 | Sect 24.

T15 R10W

1S 10W 23
SE 1/4 NE 1/4
TAX LOT 500
10.8 ACRES

OWNED BY
GEORGE & RUTH
MARIE ALLEN

NOT INCLUDED IN
TILLAMOOK COUNTY'S
AFFIDAVIT FOR THE
PARTIAL
ABANDONMENT OF A
GROUND WATER
CERTIFICATE OF
REGISTRATION
#GR-2771



Antone + Johanna Becker
Rt. 1 Bay City, Ore
Scale 1" = 400'
Land Titled

REMAINING 60.8 ACRES

OWNED BY
TILLAMOOK COUNTY

INCLUDED IN TILLAMOOK
COUNTY'S AFFIDAVIT FOR
THE PARTIAL
ABANDONMENT OF A
GROUND WATER
CERTIFICATE OF
REGISTRATION #GR-2771

9 inch diameter from 0 to 115 feet
 inch diameter from to feet
 inch diameter from to feet
 inch diameter from to feet

Describe and show depth of shoe, plug, adapter, liner or other details:

9. Perforated Casings or Screens:

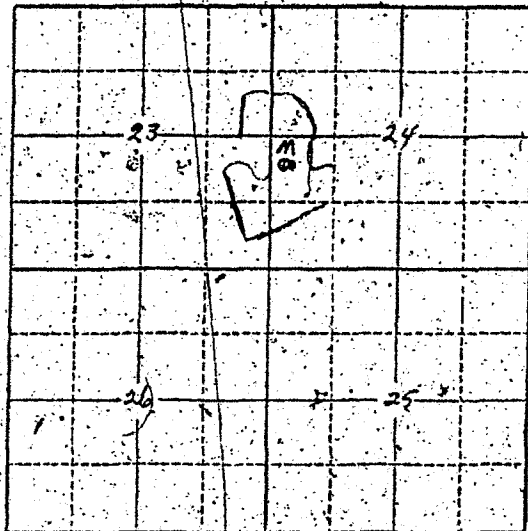
about 1/4" perforations from 0 to 38
(Number per foot length of perforations; or described screen)

10. Log of Well: (Describe each stratum or formation clearly, indicate if water bearing, and give thickness and depth as indicated.)

[illegible]

GR 2771

Township 15 Range 10 W. W.M.
North



Locate well and acreage of irrigated land on plat.
Scale: 2" = 1 Mile

STATE OF OREGON

County of Tillamook

I, Anton Reeler, being first duly sworn, do hereby certify that I have read the foregoing Registration Statement and that all of the items therein contained are true to the best of my knowledge and belief.

Anton Reeler
(Signature of Registrant)

Subscribed and sworn to before me this 26th day of July, 1959

My commission expires July 1st 1960

J. W. Scherdt
(Notary Public)

(SEAL)

CERTIFICATE OF REGISTRATION

STATE OF OREGON

County of Marion

This is to certify that the foregoing Registration Statement was received in the office of the State Engineer on the 29 day of July, 1958, at 8:00 o'clock A. M. and has been duly recorded in said office in Book No. 12 of Registration Statements on page GR-2771

Witness my hand this 28 day of May, 1959

Wm. A. Stanley
(State Engineer)

By _____
(Deputy)

GR - 2771

WATER SUPPLY WELL REPORT -
continuation page

TILL 52659

WELL I.D. LABEL# U122270

START CARD #	1033495
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ORIGINAL LOG #	TILLAMOOK	52648
----------------	-----------	-------

(2a) PRE-ALTERATION

Dia	+	From	To	Gauge	Stl	Plstc	Wld	Thrd

Material From To Amt sacks/lbs

(5) BORE HOLE CONSTRUCTION

BORE HOLE			SEAL			sacks/ lbs
Dia	From	To	Material	From	To	
					Calculated	
					Calculated	
					Calculated	
					Calculated	

FILTER PACK			
From	To	Material	Size

(6) CASING/LINER

Casing Liner	Dia	+	From	To	Gauge	Stl	Plstc	Wld	Thrd

(7) PERFORATIONS/SCREENS

[illegible]

(8) WELL TESTS: Minimum testing time is 1 hour

Yield gal/min	Drawdown	Drill stem/Pump depth	Duration (hr)

Water Quality Concerns

From	To	Description	Amount	Units

(10) STATIC WATER LEVEL

[illegible]

(11) WELL LOG

[illegible]**Comments/Remarks**

THE FOLLOWING STEPS WERE TAKEN IN DECOMMISSIONING THIS WELL. CASING WAS CUT OFF FIVE FEET ABOVE GROUND. A TREMME HOSE WAS INSTALLED TO THE BOTTOM OF THE WELL. A NEET CEMENT GROUT CONSISTING OF 5 GALLONS WATER PER SACK OF PORTLAND CEMENT WAS MIXED AND PUMPED INTO THE WELL. THE TREMME HOSE WAS KEPT BELOW THE LEVEL OF CONCRETE IN THE WELL AT ALL TIMES. THE MIXING AND PUMPING CONTINUED UNTIL CEMENT GROUT FLOWED OVER THE TOP OF THE CASING. THE TREMME HOSE WAS REMOVED FROM THE WELL. A TOTAL OF 30 BAGS

Tillamook County, Oregon
03/09/2016 02:29:40 PM

2016-001224

DEED-DWARR

\$40.00 \$11.00 \$21.00 \$10.00 - Total = \$82.00



00166379201600012240080080

I hereby certify that the within
instrument was received for record and
recorded in the County of Tillamook,
State of Oregon.

Tassi O'Neil, Tillamook County Clerk

AFTER RECORDING, RETURN TO:
Tillamook County Board of Commissioners
Attn: Paul Levesque
201 Laurel Avenue
Tillamook, OR 97141

SEND TAX STATEMENTS TO:
Tillamook County Board of Commissioners
Attn: Chief of Staff
201 Laurel Avenue
Tillamook, OR 97141

STATUTORY WARRANTY DEED

Ronald R. Jones and Joyce L. Jones, husband and wife, ("Grantor"), convey and warrant to Tillamook County, a Political Subdivision of the State of Oregon ("Grantee"), the real property located in the County of Tillamook, State of Oregon, legally described on the attached Exhibit A (the "Property"), free of encumbrances, except as specifically set forth on the attached Exhibit B.

The true and actual consideration for this conveyance is Six Hundred Fifty Thousand Dollars (\$650,000.00) with Four Hundred Fifteen Thousand Dollars (\$415,000.00) of the total consideration paid to a facilitator pursuant to an IRC 1031 Tax Exchange (See ORS 93.030).

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

TTCor 360415019619

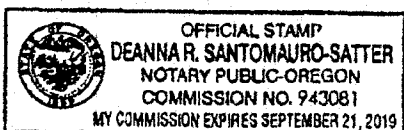
TILLAMOOK COUNTY

Accepted this 9 day of March, 2016, in accordance with ORS 93.808.

By: Mark Labhart
Mark Labhart, Chair, Tillamook County Board of Commissioners

STATE OF OREGON)
)ss
County of Tillamook)

This instrument was acknowledged before me on March 9, 2016 by Mark Labhart, Chair,
Tillamook County Board of Commissioners.



Deanna R. Santomauro-Satter
Notary Public for Oregon
My Commission Expires: 9/21/19

EXHIBIT B - Encumbrances

The Property has been classified as Farm Land, as disclosed by the tax roll. If the Property becomes disqualified, said Property may be subject to additional taxes and/or penalties.

Regulations, levies, liens, assessments, rights of way and easements of Wilson River Water District.

Rights of the public to any portion of the Property lying within the area commonly known as streets, roads, and highways.

Any adverse claim based upon the assertion that:

- a) Said Property or any part thereof is now or at any time has been below the highest of the high watermarks of Hoquarton Slough, Hall Slough, and unnamed creeks in the event the boundary of said sloughs and creeks has been artificially raised or is now or at any time has been below the high watermark, if said sloughs and creeks is in its natural state.
- b) Some portion of said Property has been created by artificial means or has accreted to such portion so created.
- c) Some portion of said Property has been brought within the boundaries thereof by an avulsive movement of Hoquarton Slough, Hall Slough, and unnamed creeks, or has been formed by accretion to any such portion.

Easement Deed and Agreement, including the terms and provisions thereof,

Between: Ronald R. Jones and Joyce L. Jones

And: Tillamook County

Purpose: Flood control

Recording Date: July 11, 2000

Recording No.: Book 418, page 518

Affects: Parcel No. 3 and a portion of Parcel No. 1 north of Goodspeed Road.

Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Tillamook People's Utility District

Purpose: Public utilities

Recording Date: December 18, 2003

Recording No: 2003-428849

Affects: Parcel No. 3; reference is hereby made to said document for full particulars.

Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Tillamook People's Utility District

Purpose: Public utilities

Recording Date: December 18, 2003

Recording No: 2003-428850

Affects: Parcel No. 1; reference is hereby made to said document for full particulars.



Certification of Charges Paid
(2015 Oregon Laws Chapter 96)

Tillamook County

Tax Account # 149208

Map ID #: 1S10230001500

Certification #

2016-149208

All charges against the real property have been paid for the property that is the subject of the deed between:

Grantor

JONES, DONALD R. & JOYCE L.

Grantee

TILLAMOOK COUNTY

Signed on (date) of Ownership Document

MARCH, 8, 2016

and for consideration of

\$ 415,000.00

Assessor's signature

Denise Vandewater Deputy

Denise Vandewater Deputy

Date

3/9/2016



Tillamook County Board of Commissioners

201 Laurel Avenue, Tillamook, OR 97141

Phone: 503-842-3403

TTY Oregon Relay Service

David Yamamoto, Chair

Bill Baertlein, Vice-Chair

Mary Faith Bell, Commissioner

October 16, 2019

Oregon Water Resources Department

Attn: Tom Byler

725 Summer Street NE, Suite A

Salem, OR 97301.

RE: Application No. G-18823

RE: Jenck Farms

We are requesting that Jenck Farms be granted irrigation water right to irrigate their pastures. Tillamook County receives over 100 inches of rain per year and is regulated under the same regulations that Eastern Oregon has with a tenth of the rainfall. This one size fits all approach does not seem equitable. Jenck Farms has been in operation since 1955. They have always used sound farming practices and are good stewards of the land. When the Tillamook Creamery promotes "Dairy Done Right" they are talking about Jenck Farms. This business is a shining example of a generational farm that supports four families and provides 18 jobs. They pay some of the best farming wages in Tillamook County and their employees don't leave. Some employees have been there for 20 years or more. With over 300 cows that supply milk to the Tillamook Creamery, Jenck Farms purchases significant amounts of local supplies from our local economy.


The farm has been a local leader in sound environmental stewardship. They were among the first to put in manure storage tanks and have adhered to a manure management plan. They use the K-line irrigation method, which improves water use efficiency, requiring less water for irrigation. Irrigation plays a major role in reducing ammonia volatilization, which improves our local air quality. Land applications in the summer require irrigation in order to wash nutrients off the crops and move nutrients into the soil for plant uptake and is highly advantageous to other times of the year because farms can better control the nutrient loads in the soil and prevent runoff to surface waters.

Granting the Jenck Farms this irrigation water right is the correct thing to do. We urge you to help Jenck Farms continue to do "Dairy Done Right".

Sincerely,

BOARD OF COMMISSIONERS FOR TILLAMOOK COUNTY, OREGON


David Yamamoto, Chair


Bill Baertlein, Vice-Chair


Mary Faith Bell, Commissioner

Isabel Gilda

From: April Bailey [REDACTED]
Sent: Wednesday, September 15, 2021 7:36 AM
To: Public Comments
Subject: EXTERNAL: President's suggested OSHA Vaccine Mandates

[NOTICE: This message originated outside of Tillamook County -- **DO NOT CLICK** on links or open **attachments** unless you are sure the content is safe.]

County Commissioners,

As I am sure you are aware, last Thursday President Biden threatened COVID vaccine mandates for all businesses over 100 employees through OSHA. Will the Commissioners support the common law and federal/state constitutionally protect rights of county employees to choose whether they receive an experimental medical treatment known as the COVID-19 vaccine? If not, what exemptions will they allow county employees? Is the county prepared to be liable for lawsuits from employees that suffer vaccine injuries due to this possible mandate?

Sincerely,
April Bailey
Resident of Beaver
[REDACTED]

Sent from Mail for Windows