



**Location:** City Hall – Council Chambers  
**Date:** February 24, 2026  
**Time:** 6:00 PM

## City Council Meeting Agenda

Mayor Jason Beebe, Council Members Steve Uffelman, Janet Hutchison, Shane Howard, Jerry Brummer, Scott Smith, Marv Sumner and City Manager Steve Forrester

<https://us02web.zoom.us/j/85640065974>

### Call to Order

### Flag Salute

### Additions to Agenda

### Consent Agenda

- [1.](#) Regular Meeting Brief 2-10-2026

**Visitors, Appearances, and Requests** Limited to Three (3) Minutes Per Person

### Council Presentations

### Council Business

- [2.](#) Funding for Vactor Truck Purchase and CRISI Grant Match - Lori Hooper Antram

### Staff Reports and Requests

- [3.](#) City Manager's Report - Steve Forrester
4. Police Department Annual Report - Interim Chief Wilson
- [5.](#) Council Training Opportunities - Steve Forrester

### Council Reports

### Ordinances

- [6.](#) Ordinance No 1306 - Adopting Changes to Prineville Code Section 30.01 (**FIRST PRESENTATION**) - Jered Reid

### Resolutions

- [7.](#) Resolution No 1638 - Approving a Personal Services Agreement with Clear Trail CPA's for Municipal Auditing Services - Lori Hooper Antram
- [8.](#) Resolution No 1639 - Authorizing the City to Enter Into an Intergovernmental Agreement for the Central Oregon Drug Enforcement Team - Interim Chief Wilson

**Visitors, Appearances, and Requests** Limited to Three (3) Minutes Per Person



## Adjourn

***Agenda items may be added or removed as necessary after publication deadline***

Individuals needing special accommodations such as sign language, foreign language interpreters or equipment for the hearing impaired must request such services at least 48 hours prior to the City Council meeting. To make your request, please contact the City Recorder at 541-447-5627 (voice), or by e-mail to [recorder@cityofprineville.com](mailto:recorder@cityofprineville.com)



**CITY OF PRINEVILLE**  
**Regular Meeting Brief**  
387 NE Third Street – Prineville, OR 97754  
541.447.5627 ph 541-447-5628 fax

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Full Meeting Recordings Available at:  
<http://cityofprineville.com/meetings/>

**City Council Meeting Brief**  
**February 10, 2026**

**Council Members Present:**

Scott Smith  
Marv Sumner  
Steve Uffelman  
Jerry Brummer

Shane Howard  
Jason Beebe  
Janet Hutchison

**Council Members Absent**

None.

**Additions to the Agenda**

None.

**Consent Agenda**

1. Regular Meeting Brief 1-27-2026

**Councilor Uffelman made a motion to approve the consent agenda as presented. Motion seconded. No discussion on the motion. Motion carried.**

**Visitors, Appearances, and Requests**

No one came forward. No one online raised a hand.

**Council Presentations**

None.

**Council Business:**

None.

**Staff Reports and Requests:**

2. City Manager's Report – Steve Forrester

Interim Chief Shane Wilson talked about recent activities in the Police Department, adding that Prineville is rated as the 10<sup>th</sup> safest city in the state.

Josh Smith, Planning Director, talked about the recent engineers' banquet he attended, where the city and Ochoco Irrigation District received the ACEC Engineering Excellence Award for the Combs Flat Road extension and canal piping project.

Steve Forrester, City Manager, presented the remainder of his report, highlighting activity in each department.

There were discussions regarding the grant received for an off-street path on Lynn Blvd., and that the path will be from the fairgrounds to the Combs Flat Road intersection.

There were no further questions.

### **3. Quarterly Financial Report – Lori Hooper Antram**

Lori Hooper Antram, Finance Director, delivered her quarterly financial report that covered the status of each fund for the city.

Mayor Beebe asked about how the city is sitting with the PERS fund. Mrs. Hooper Antram responded that the city is doing well.

### **Council Reports**

Mayor Beebe announced that he was approached to do a presentation to the Governor's Data Center Committee, and he is unable to serve on the committee because members were purposely selected who didn't have any positions on data centers. The committee wants to decide where the future is for data centers in Oregon. He will be presenting to the committee on February 27<sup>th</sup>.

No further reports.

### **Ordinances:**

#### **4. Ordinance No. 1305 – Amending the City's Comprehensive Plan Map & Zoning Map from Industrial to Commercial (SECOND PRESENTATION) – Josh Smith**

Josh Smith, Planning Director, said he has no changes since the first presentation on January 27<sup>th</sup>.

**Councilor Uffelman made a motion to approve the second reading of Ordinance No. 1305. Motion seconded. No discussion on motion. All in favor, motion carried.**

### **Resolutions:**

None.

**Visitors, Appearances, and Requests:**

No one came forward, and no one online raised a hand.

**Adjourn**

**Councilor Howard made a motion to adjourn the meeting. Motion seconded. No discussion on the motion. All in favor, motion carried.**

Meeting adjourned at 6:44 P.M.

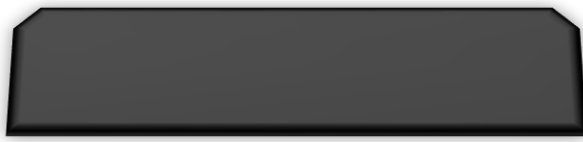
**Motions and Outcomes:**

Motion:	Outcome	Beebe	Brummer	Howard	Hutchison	Smith	Sumner	Uffelman
Consent Agenda as Presented	PASSED	Y	Y	Y	Y	Y	Y	Y
Ordinance No. 1305 – Amending the City’s Comprehensive Plan Map & Zoning Map from Industrial to Commercial <b>(SECOND PRESENTATION)</b>	PASSED	Y	Y	Y	Y	Y	Y	Y
Adjourn Meeting	PASSED	Y	Y	Y	Y	Y	Y	Y

## Public Records Disclosure

Under the Oregon public records law, all meeting information, agenda packets, ordinances, resolutions, audio, and meeting briefs are available at the following URL:

<https://www.cityofprineville.com/meetings>.



## STAFF REPORT

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**MEETING DATE:** 2/24/2026**PREPARED BY:** Lori Hooper Antram**SECTION:** Staff Reports and Requests**DEPARTMENT:** Finance Department**CITY GOAL:** Fiscal Responsibility and Position City for the Future**SUBJECT:** Reserve Fund Usage for Vacuum Truck Purchase and CRISI Grant Match

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**REASON FOR CONSIDERATION:** Both the vacuum truck (\$600,000) and the CRISI Grant match (\$400,000) qualify as infrastructure supporting expenditures and are therefore eligible for the use of policy reserve funds. Both expenditures are included in the BN 27 budget, with financing identified as the original planned funding source. The approved budget incorporates appropriations for both internal borrowing and traditional external financing; however, using policy reserve funds would not require a budget adjustment.

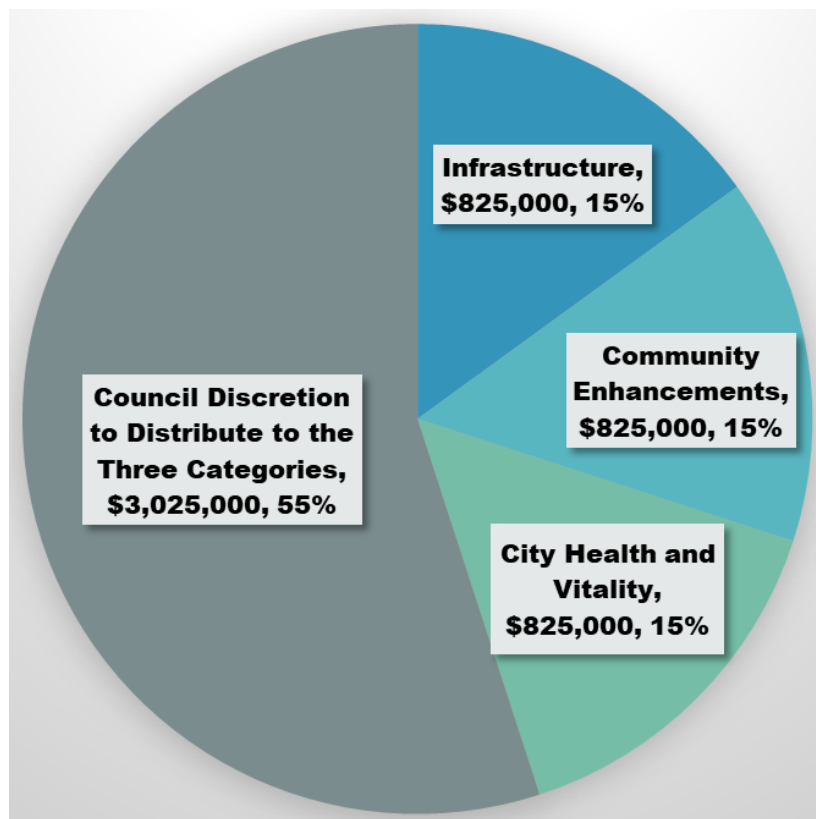
At the time the budget was developed, financing appeared to be the most practical option for funding both the vacuum truck and the CRISI Grant match, but determining a clear financing strategy was difficult due to elevated interest rates and ongoing economic volatility. Using cash reserves offers substantial long-term financial benefits. These include eliminating interest costs, increasing budget flexibility, preserving debt capacity, reducing administrative overhead, improving financial strength, and aligning asset ownership with funding timelines.

**BACKGROUND:** In December 2024, the City updated its financial policies, including an expansion of the General Fund reserve policy to strengthen long-term savings for future funding priorities. The audited financial statements for FY 25 were finalized this December, establishing the FY 26 General Fund beginning fund balance at \$10.6 million. Of this amount, \$2.79 million is designated for the 20% emergency reserve, and \$2.12 million is allocated to the nine-month working capital reserve, in accordance with the revised policy. The remaining balance is distributed across the three priority categories outlined in the City's financial policies, totaling \$5.5 million, as illustrated in the accompanying pie chart on the following page.

In September 2025, the City Council approved the purchase of a new vacuum truck, with the understanding that the order would be placed immediately and that a financing plan would be brought back to Council for approval prior to delivery and final payment. The vacuum truck is anticipated to be delivered in mid-April.

The CRISI Grant has been in the works for approximately a year and a half, and the City anticipates that the funding will be formally obligated within the next month, necessitating that the required match be readily available.

If the City Council chooses not to utilize policy reserve funds for these expenditures, staff will present a resolution at the first Council meeting in April authorizing internal borrowing for both the vacuum truck and the CRISI Grant match. Internal borrowing offers a cost-effective, flexible, and fiscally responsible financing approach for these capital needs. By retaining interest earnings within City funds, avoiding external financing fees, and insulating the City from current market volatility, internal borrowing enhances the City's overall financial position compared to more traditional financing methods.



**FISCAL IMPACT:** Both the vacuum truck and the CRISI Grant match are budgeted expenditures in BN 27. Utilizing policy reserves for these items would reduce the balances in the Infrastructure Reserve and/or the Council Discretion to be Distributed Reserve—within the Priority Categories Reserves—by a total of \$1 million.

**RECOMMENDATION:** Staff recommends that Council approve the use of \$1 million in policy reserves from the Council Discretion to be Distributed Reserve to support the purchase of the vacuum truck and the CRISI Grant match. Alternatively, staff recommends Council authorize the use of policy reserves split evenly between the Infrastructure Reserve and the Council Discretion to be Distributed Reserve, allocating \$500,000 from each fund to finance these expenditures.



## **City Manager Update to Council**

**February 24, 2026**

### **Public Safety / Dispatch**

Katie is reporting that we officially have two call takers joining the team on March 2<sup>nd</sup>, with hopes of getting them into training at the end of March.

The Police Department had a busy Valentine's weekend with 7 DUI arrests made, which is very high for us.

The first two of six new police vehicles are almost completed, and then IT can step in and finish up the rest of the equipment installs.

### **Public Works**

Public Works recently had two mandatory meetings for invitations to bid on two upcoming projects, the Main Street Paving & Storm Water Improvements and the Fairmont Waterline project. Both had record attendance, and the Fairmont Waterline project had over 20 contractors in attendance.

Casey recently had a TV interview with KTVZ and took them on a tour of the ASR facilities. We will keep you posted on when the interview will be aired.

### **Railroad**

Matt is reporting a good February so far, but looking forward, anticipated traffic is expected to experience a slight lull the first couple of weeks in March.

### **Meadow Lakes Golf**

Ron's Comfort Food Valentine's Day Buffet was a success with over 200 people attending.

Zach is reporting another strong first half of the month for February, and anticipates it slowing down a bit for the second half with cooler weather. The High School Golf teams start up in a couple of weeks.

At the time this report is written, the carpet team has been working into the night, tearing up the old carpet. The new carpet has been installed in the banquet room, and they are moving to the next areas of the clubhouse.

### **Airport**

Kelly has been participating in the County budget process for the airport.

Talks and planning for the upcoming fire season is already beginning.

The foundation for the new hangar is done, and expect walls to be going up soon as weather permits.

### **Planning**

No new development, other than what has been reported on already. Still waiting for residential developers to start moving forward on two other possible subdivisions already reported on.

### **Human Resources – No Update**

**Information Technology**

All the new Axon equipment has been installed and is in use for PD and is working really well. Our Public Safety team is very pleased with the new equipment.

The Fire Department is next for a phone system upgrade.

**Finance**

The Finance Team is always busy making sure all numbers are in line with the budget.

**City Recorder/Risk Management – No Update****City Legal – No Update****EDCO – No Update****Public Relations –**

ShanRae is getting ready to roll out March content for social media, and all has been pretty quiet.

**Mayor/Council**

Registration is now open for the League of Oregon Cities Spring Conference in Pendleton.

**Economic Development and Strategic – No Update****Other**

Russ is reporting that the Fire District is in the middle of budget preparations as well.



# STAFF REPORT

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**MEETING DATE:** 2/24/2026

**PREPARED BY:** Steve Forrester  
/Lisa Morgan

**SECTION:** Staff Reports & Requests

**DEPARTMENT:** Administration

**CITY GOAL:** Fiscal Responsibility, Provide Quality Municipal Service & Programs, Transparency & Effective Communication, and Position City for the Future

**SUBJECT:** Council Training Opportunities

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## REASON FOR CONSIDERATION:

To receive Council input on what type of training opportunities would benefit them, and what the staff can arrange through the League of Oregon Cities (LOC) "Training to Go" program.

## BACKGROUND:

Your city team believes very strongly in providing all necessary tools and resources for performing as efficiently and effectively as possible. One of these resources is training and education in matters related to operations, continuity, investing, communication among ourselves and our community, allowing us to make the best possible decisions in an ever changing environment.

The LOC has excellent training opportunities at conferences that keep cities as a whole up to date on the latest trends, policies, procedures, and government laws.

LOC also offers a "Training to Go" program, where they offer in-person training in areas such as listed on page 2 of this report.

☐ **High Functioning City Councils** – Attendees will learn the attributes of a highly functioning city council, including both council and mayor roles, their responsibilities, and scope of authority of various city officials, the difference between a group and a team, and important communication skills. (60 min)

☐ **Ethics** – Attendees will learn about the requirements of Oregon’s Ethics laws and how they are applicable to the work they do for their city. Specific subject matters covered include prohibited use of office, conflicts of interest, gifts, nepotism, outside employment and statements of economic interest. (90 min)

☐ **Public Records** – Attendees will learn what is considered (and not considered) a public record, gain an understanding of applicable retention schedules, and develop an appreciation for the requirements related to the inspection and disclosure of public records, including to legal challenges related to the denial of access to public records. (30 min)

☐ **Public Meetings** - \*Oregon Government Ethics Commission Certified\* Attendees will learn what constitutes a meeting for purposes of Oregon’s Public Meeting Law, the legal requirements associated with public meetings, serial meetings, executive sessions, and free speech implications of public participation during meetings. (2 hours)

☐ **Land Use 101** – Learn the basics of Oregon’s land use laws and the essentials of what city officials need to know. Discover the history of Oregon’s land use planning system, procedures for land use hearings and more. (60min)

☐ **Lobbying 101** – Attendees will learn the importance of building relationships with their legislators, how to develop a message for making a successful capital construction request, and the process in how to navigate these steps. (60 min)



## Training-To-Go Request Form

☐ **Public Contracting** – Provides attendees with a broad overview of practical tools for Oregon public contracting law, including an: overview of Oregon’s public contracting/purchasing laws, and an overview of Oregon’s administrative rules. (1-4 hours)

☐ **Home Rule 101** – Attendees will learn the historical backdrop of Oregon’s Home Rule- the source of local governance powers- and the impact Home Rule has on city charters and overall city government functions. Also covered are how state preemption affects the strength of Home Rule authority and how LOC works to protect Home Rule. (30 min)

☐ **Other** – (please be specific about the content requested):

Most of these classes or resources are available on LOC’s website or offered periodically through their conferences. With the in-person method, they are more personalized, with more options for engagement.

LOC also offers city-specific training, which is what staff would recommend. This could include anything from the list above. Staff would recommend customizing a training session with LOC that would include the following topics:

- Free speech implications of public participation during meetings.
- Identifying who our public is with social media availability now?
- Public input and what to do with it outside of a public hearing.
- How to address or do we address public misinformation?

**FISCAL IMPACT:**

The city budgets \$8,000 annually for training for the Council.

**RECOMMENDATION:**

1. Provide staff input on any other areas for this training.
2. Accept staff recommendations on training topics.

**ORDINANCE NO. 1306  
CITY OF PRINEVILLE, OREGON**

**AN ORDINANCE ADOPTING CHANGES TO PRINEVILLE CODE SECTION 30.01**

**Whereas**, the City of Prineville City Council currently has Regular Meetings on the second and fourth Tuesdays of each month and the first Monday in January.

**Whereas**, the Council believes that the meeting on the first Monday in January should only be on odd numbered years for the purpose of swearing in newly elected council members.

**WHEREAS**, this Ordinance was made available to the public at last one week before its presentation to City Council.

**NOW, THEREFORE, THE PEOPLE OF THE CITY OF PRINEVILLE DO ORDAIN AS FOLLOWS:**

1. Section 30.01 of the Prineville City Code is amended to read as follows:

**30.01 REGULAR MEETINGS**

(A) The Council shall meet in regular session on the second and fourth Tuesdays of each month and the first Monday in January of odd-numbered years in the Council chambers at the time set by the Council. A meeting may be cancelled with the concurrence of a majority of the Council, but in no event shall there be less than one meeting per month.

(B) A regular meeting shall be canceled if the regular meeting date of the Council falls on a legal holiday, as defined by Oregon law.

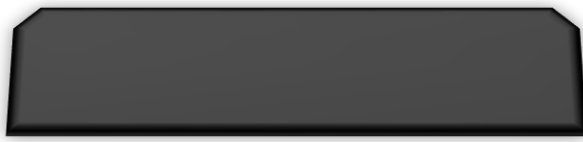
2. That this ordinance becomes effective thirty (30) days after its passage.

Presented for the first time at a regular meeting of the City Council held on February 24, 2026, and adopted by unanimous vote of the Council.

\_\_\_\_\_  
Rodney J. Beebe  
Mayor

ATTEST:

\_\_\_\_\_  
Lisa Morgan, City Recorder



## STAFF REPORT

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**MEETING DATE:** 2/24/2026

**PREPARED BY:** Lori Hooper Antram

**SECTION:** Resolutions

**DEPARTMENT:** Finance Department

**CITY GOAL:** Fiscal Responsibility

**SUBJECT:** Resolution 1638 – Professional Service Agreement for Auditing Services

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**REASON FOR CONSIDERATION:** The approval of Resolution 1638 allows for the direct award of a two-year professional services contract for annual financial auditing services for the City of Prineville. A direct award to Clear Trail CPA's is recommended based on:

- Clear Trails CPA's having extensive experience in municipal audits, enterprise fund accounting, and Oregon's municipal audit requirements.
- Oregon is experiencing a statewide shortage of qualified governmental auditors. Retaining the City's current auditor minimizes transition costs, reduces the staff resources required for onboarding, supports timely completion of mandated reports, and mitigates the risk of being unable to secure an auditor.
- Proposed fees are consistent with prior years and fall within market norms for similar municipal audits.
- The direct award promotes efficiency, reduces risk, and ensures compliance with state law.

**BACKGROUND:** Oregon Municipal Audit Law (ORS 297.405–297.555) requires the City of Prineville to undergo an annual financial audit performed by an independent Certified Public Accountant (CPA) licensed to practice in Oregon. The audit must be conducted in accordance with Generally Accepted Auditing Standards (GAAS), Government Auditing Standards, and Oregon Secretary of State Municipal Audit Program requirements.

Auditing services are classified as professional services, and under City procurement rules, these services may be exempt from the competitive bidding process when a direct award is justified and in the public interest. The City engaged Clear Trails CPA's for auditing services in the prior fiscal year following the departure of several auditors from Pauly Rogers & Co.—the City's previous audit firm—who subsequently established Clear Trails CPA's, a new practice specializing in governmental auditing. Clear Trails delivered accurate, timely, and a compliant audit and has a strong understanding of the City's financial structure, accounting systems, enterprise operations, and internal controls.

The Finance Department has evaluated the continued engagement of Clear Trail CPA's and determined that maintaining continuity is beneficial for the following reasons:

- Efficiency due to familiarity with the City's financial systems and processes
- Reduced staff time associated with onboarding a new auditor
- Consistency in applying audit methodology across multi-year financial trends
- Stable, predictable cost structure
- Demonstrated history of meeting state reporting deadlines

**FISCAL IMPACT:** The two-year audit fees are included as Exhibit A in the resolution and are within the approved City budget. Additional costs may apply for Single Audit work if federal expenditures exceed the threshold of \$1 million.

**RECOMMENDATION:** Staff recommends the approval of Resolution No. 1638 – A resolution for the City of Prineville approving a personal service agreement with Clear Trail CPA's for municipal auditing services.



## **RESOLUTION NO. 1638**

### **A RESOLUTION OF THE CITY OF PRINEVILLE APPROVING A PERSONAL SERVICES AGREEMENT WITH CLEAR TRAIL CPAS FOR MUNICIPAL AUDITING SERVICES**

**Whereas**, ORS 297 requires an annual audit of the City of Prineville's ("City's") financial statements and report to the Oregon Secretary of State's Office.

**Whereas**, the City requires accounting services for the yearly audit per law.

**Whereas**, the City has traditionally used the partners of Clear Trail CPAs as its municipal auditors, who previously were part of Pauly, Rogers & Company.

**Whereas**, Clear Trail CPAs has submitted a proposal to the City for an Audit for the fiscal years 2025/2026 and 2026/2027 as set forth on Exhibit A, attached hereto and incorporated herein.

**Whereas**, City's Council serves as the Local Contract Review Board for the City and pursuant to City Resolution 1266 Section 8(C), may award personal services contracts according to specific criteria that are applicable to the services provided.

**Whereas**, accounting services are considered personal services pursuant to City Resolution 1266.

**Whereas**, City Counsel finds that Clear Trail CPAs meets the following applicable criteria as set out in City Resolution 1266, Section 8(C): (1) Total costs to the City for delivery of services; (2) expertise of the contractor in the required area of specialty; (3) references regarding prior work done by the Contractor; (4) capacity and capability to perform the work, including any specialized services within the time limitations for the work; (5) educational and professional records, including past records of performance on contracts with governmental agencies and private parties with respect to cost control, quality of work, ability in schedules, and contract administration, where applicable; (6) availability to perform the assignment and familiarity with the area in which the specific work is located; (7) timeliness of delivery of service; (8) experience in working with the City; and (9) knowledge of City's needs and desires related to the Contract and set forth more fully on the findings set forth on Exhibit B, attached hereto and incorporated herein.

#### **Now, Therefore, the City of Prineville Resolves as follows:**

1. That the City Council, serving in its role as the Local Contract Review Board for the City, hereby approves the City entering into a personal services contract with Clear Trail CPAs for audit services for City's fiscal years 2025/2026 and 2026/2027, and authorizes the City Manager to execute, on behalf of the City, such contract and any other related documents.

Approved by the City Council this \_\_\_\_ day of February, 2026.

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Rodney J. Beebe, Mayor

ATTEST:

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Lisa Morgan, City Recorder



## CLEAR TRAIL CPAS

Clear Solutions, Clear Results

2850 SW Cedar Hills Blvd, #2074, Beaverton OR 97005 • 503-586-7170 • ClearTrailCPAS.com

### Audit Fees for City of Prineville

Our fees, which will not exceed the stated amount, are based on the City's staff providing full cooperation and ensuring that the books are thoroughly closed, balanced, and all relevant accounts reconciled with the trial balance prior to the start of our final fieldwork. Additionally, these fees are contingent upon the client utilizing our Sharefile Portal to upload all requested audit documentation. This portal allows us to complete a significant portion of the audit remotely, helping to maintain fees at an economical level.

The proposed fees cover all staff hours, and any incidental expenses for travel and supplies.

### Fee Quotes

Service:	FY 25/26	FY 26/27
Financial Audit - City	\$ 37,000	\$ 38,500
Financial Statement Preparation - City	4,300	4,500
Total Fee	<u>\$ 41,300</u>	<u>\$ 43,000</u>

If a single audit is necessary we will charge \$3,800 per each program we are required to test.

We encourage the City to reach out to us via phone or email at any time during the year for advice or assistance, as these communications are included in the total fee. Our commitment to providing minor technical guidance without extra charges reflects our focus on client satisfaction. We value ongoing conversations throughout the year, as they enable efficient issue resolution for both the auditors and the City.

## Rates for Additional Professional Services

Clear Trail offers various services beyond the annual audit, such as special reports, custom projects, or other tasks tailored to the client's needs.

- **2026 Billing Rates:**
  - Partner: \$160/hour
  - Manager and Senior Associate: \$120/hour
  - Associates: \$110/hour
  - Support Staff: \$60/hour
- **Fee Estimates:**
  - Provided upon request for specific services
  - Written approval will be obtained before beginning any additional work

## About Clear Trail CPAs

At Clear Trail CPAs, we deliver transparency, accountability, and expert guidance to Oregon's local governments. Our name, inspired by the term "audit trail," symbolizes our unwavering commitment to clarity and reliability in every financial process we undertake.

## Firm Specialization

- **Exclusive focus** on assurance and consulting services for **government entities**.
- Expertise includes audits, reviews, compilations, and customized consulting solutions.
- Commitment to remaining true subject matter experts through industry experience and ongoing education.

## What Sets Us Apart

- Partner Engagement:
  - Personalized attention and high-quality service.
  - Collaborative internal culture emphasizing teamwork, flexibility, and work-life balance.
- Core Values:
  - Excellence, integrity, and exceptional service.
  - Mission-driven to enhance accountability and transparency in the communities we serve.

## Our Expertise

- **Two dedicated partners serving Oregon governments**, specializing in GASB compliance.
  - Over 1,000 Oregon government audits completed throughout their careers.
  - No involvement in tax matters, ensuring year-round client availability.
- Licensed Firm in Oregon:
  - Proven track record with Oregon Cities and over 100 government entities annually.
  - Team of 17 audit professionals, including **5 licensed CPAs and certified municipal auditors**.

# Kenny Allen, CPA, CFE, Engagement Partner and In-Charge



## Professional Experience

- Co-founder of Clear Trail CPAs with over 25 years of municipal auditing experience.
- Former leadership role at a prominent auditing firm and early career at the Governmental Accountability Office (GAO), the entity that writes Governmental Auditing Standards.
- Notable Achievements:
  - Led statewide early adoption of GASB Statement 34 in 2002, revolutionizing governmental reporting practices.
  - Specialized in implementing complex accounting and auditing standards for municipal clients.
- Role at Clear Trail CPAs:
  - Engagement Partner and In-Charge, responsible for audit planning, program development, and ensuring compliance with professional standards.
  - Actively engaged during fieldwork and reporting, resolving complex audit issues and providing clients with actionable insights.

## Clients Served

- Delivered audit services to key Oregon government entities, including:
  - City of St. Helens
  - City of Forest Grove
  - City of Sutherlin and many others

## Presentations & Professional Engagements

- Recognized thought leader presenting on topics such as GASB standards, municipal audit law, and internal controls at:
  - Oregon Association for School Business Officials and ESD Zone Meetings.
  - Special Districts Association of Oregon and OGFOA
- Topics presented include:
  - GASB Statements 34, 45, 68, 87 and 96
  - Oregon Municipal Audit Law and best practices.

## Education & Credentials

- Education:
  - Post-Baccalaureate degree in Accounting, Portland State University.
- Certifications:
  - Certified Public Accountant (#10042) and municipal auditor (#1344)
  - Certified Fraud Examiner.
- Professional Affiliations:
  - Member of the Oregon Society of Certified Public Accountants (OSCPA).
  - Served as a Technical Reviewer for the Government Finance Officers Association's Annual Comprehensive Financial Report (ACFR) Program.



Findings for Personal Services Contract for Audit Services for City of Prineville Fiscal Years  
2025/2026 and 2026/2027 with Clear Trail CPAs

The following findings are made for the approval a personal services contract with Clear Trail CPAs for audit services for the City for the City of Prineville's Fiscal Years 2025-2026 and 2026/2027.

1. Total costs to the City for Delivery of Services.
  - The total costs are estimated to be \$84,300.00.
2. Expertise of Clear Trail CPAs in the required area of specialty.
  - Clear Trail CPAs has an exclusive focus on assurance and consulting services for government entities. Expertise includes audits, reviews, compilations, and customized consulting solutions. The managing partner has over 25 years of municipal auditing experience.
3. References regarding prior work done by Clear Trail CPAs.
  - Clear Trail CPAs is a newer entity; however, its partners were auditors for Pauly, Rogers & Co. and have worked with the City for years. This includes Clear Trail's performance of the 2004-2025 budget audit.
4. Capacity and capability to perform the work, including any specialized services within the time limitations for the work.
  - Clear Trail CPAs has two dedicated partners serving Oregon governments, specializing in GASB compliance, with 1,000 Oregon government audits completed throughout their careers. They also are not involved in tax matters, ensuring year-round availability. Clear Trail CPAs is a licensed firm in Oregon with a team of 17 audit professionals, including 5 licensed CPAs and certified municipal auditors.
5. Educational and professional records, including past records of performance on contracts with governmental agencies and private parties with respect to cost control, quality of work, ability in schedules, and contract administration, where applicable:
  - Clear Trail CPAs has two dedicated partners serving Oregon governments, specializing in GASB compliance, with 1,000 Oregon government audits completed throughout their careers.
6. Availability to perform the assignment and familiarly with the area in which the specific work is located:

- Clear Trail CPAS is available to perform the work.
7. Timelines of delivery of service:
- Clear Trail CPAs is able to deliver the services requested within the timeline required by the City.
8. Expertise in working with the City.
- Clear Trail CPAs is a newer entity; however, its partners were auditors for Pauly, Rogers & Co., and have worked with the City for years. The City has found their work highly satisfactory, timely provided, and reasonably priced. This includes Clear Trail's performance of the 2004-2025 budget audit.
9. Knowledge of the City's needs and desires related to the Contract.
- Clear Trail CPAs is fully aware of the City's needs and desired related to the audit. Based on their extensive personal history with the City, they are able to continue providing the City with auditing services without having to invest significant time in learning previous City procedures.



## STAFF REPORT

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**MEETING DATE:** 2/24/2026

**PREPARED BY:** Interim Chief Shane Wilson

**SECTION:** Council Business

**DEPARTMENT:** City of Prineville Police Department

**CITY GOAL:** Continued Regional Collaboration

**SUBJECT:** COLES Intergovernmental Agreement - CODE

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### REASON FOR CONSIDERATION:

City Council is being asked to review and approve an updated Intergovernmental Agreement (IGA) with COLES. This agreement is intended to replace the existing IGA by clarifying roles, responsibilities, and cost-sharing for cooperative services, while supporting continued coordination and efficient service delivery. The IGA specifically supports participation in CODE (Central Oregon Drug Enforcement) through the COLES partnership.

### BACKGROUND:

The City has maintained an Intergovernmental Agreement (IGA) with COLES for many years to support cooperative services and coordination between the agencies, including longstanding participation in CODE (Central Oregon Drug Enforcement). Over time, the existing agreement became outdated and no longer fully reflected current practices. This proposed IGA is the result of a comprehensive review of the prior agreement and is intended to update and modernize its terms while continuing the City's longstanding partnership with COLES.

### FISCAL IMPACT:

The City's annual contribution under the IGA is \$5,000, which supports participation in CODE (Central Oregon Drug Enforcement). Contribution amounts may fluctuate from year to year depending on program funding needs, and the recent loss of some participating agency contributions has impacted annual costs. This expense has been included in the current budget, and no additional funding is required.

### RECOMMENDATION:

Staff recommends that the City Council approve the Intergovernmental Agreement (IGA) with COLES to support continued participation in CODE (Central Oregon Drug Enforcement).



**RESOLUTION NO. 1639**

**A RESOLUTION OF THE CITY OF PRINEVILLE TO ENTER INTO AN  
INTERGOVERNMENTAL AGREEMENT FOR THE CENTRAL OREGON DRUG  
ENFORCEMENT TEAM**

**Whereas**, the City of Prineville (“City”) acting by and through its Police Department (“PPD”) is authorized to enter into intergovernmental agreements pursuant to ORS 190.010.

**Whereas**, PPD, Deschutes County Sheriff’s Office, Bend Police Department, Redmond Police Department, Crook County Sheriff’s Office, Madras Police Department, Jefferson County Sheriff’s Office, Black Butte Police Department, and Sunriver Police Department are agencies that make up the Central Oregon Drug Enforcement (“CODE”) Team.

**Whereas**, CODE was created to establish an interagency drug enforcement team, with the goal of providing a well-coordinated, area-wide narcotics enforcement program in Central Oregon.

**Whereas**, a new agreement between the agencies was required.

**Whereas**, administrators of each agency conducted a thorough review of previous agreements and collaboration prepared the Intergovernmental Agreement (“IGA”) attached hereto and incorporated herein.

**Now, Therefore, the City of Prineville Resolves as follows:**

1. The Agreement attached to this Resolution is hereby approved and the Chief of Police is authorized and instructed to sign such Agreement on behalf of the City.

Approved by the City Council this \_\_\_\_ day of February, 2026.

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Rodny J. Beebe, Mayor

ATTEST:

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Lisa Morgan, City Recorder

## **INTERGOVERNMENTAL AGREEMENT 2025 CENTRAL OREGON DRUG ENFORCEMENT (CODE) TEAM**

This Agreement is between the Deschutes, Crook, and Jefferson County Sheriff's Offices, the Bend, Black Butte Ranch Service District, Madras, Prineville, Redmond, and Sunriver Service District Police Departments, and the District Attorney's Offices of Crook, Deschutes, and Jefferson Counties ("COLES Agencies"), each a "Party" and together the "Parties".

### **SECTION 1: AUTHORITY; RECITALS**

This Agreement is entered into pursuant to the authority granted by ORS 190.010

### **SECTION 2: BACKGROUND AND PURPOSE**

The COLES Agencies are entering into this Agreement to participate in the Central Oregon Drug Enforcement (CODE) Team. The CODE team is operated as a function of the intergovernmental entity established under ORS 190.010, referred to as Central Oregon Law Enforcement Services (COLES). CODE was created to establish an interagency drug enforcement team, with the goal of providing a well-coordinated, area-wide narcotics enforcement program in Central Oregon.

This Agreement supersedes any and all previous CODE team Memorandums of Understanding, or any previous Intergovernmental Agreements, including the CODE team Memorandum of Understanding #6 signed by Parties in 2011, the Memorandum of Understanding signed on July 8, 10, and 15 in 1999, the Addendum to the CODE team Memorandum of Understanding signed on October 28, November 1, and November 2 in 1999, the amended CODE team Memorandum of Understanding signed in 2000, the CODE team amended Memorandum of Understanding signed in 2005/2006, the CODE team amended Memorandum of Understanding #5 signed in December 2010, and the CODE team Memorandum of Understanding signed in 2017.

### **SECTION 3: DURATION**

This Agreement is effective on the date of the last signature ("Effective Date") and unless terminated in accordance with Section 11 below, will continue in effect until terminated by all Parties. This Agreement may be modified by mutual consent of the Parties hereto at any time prior to its termination.

### **SECTION 4: DEFINITIONS**

4.1 CENTRAL OREGON DRUG ENFORCEMENT (CODE) Team: The interagency drug enforcement team(s) in Central Oregon.

4.2 CODE Command Unit (CCU): The Sheriffs and Chiefs of the COLES Board, and the District Attorneys who have signed this Agreement and, if assessed, paid their annual assessments. The CCU is responsible for the management and supervision of the CODE Administrator.

4.3 CODE Administrator: An individual designated by the CCU, holding the rank of Captain, responsible to the CCU for the administrative oversight of CODE.

- 4.4 CODE Lieutenant: An individual designated by the CCU with the daily operational and administrative oversight and responsibility to manage and supervise the team. The CODE Lieutenant shall be a full-time police lieutenant appointed by one of the participating law enforcement agencies.
- 4.5 CODE Sergeant: An individual designated by the CCU to assist the CODE Lieutenant in daily supervision of the team and operations. The CODE Sergeant shall be a full-time police supervisor appointed by one of the participating law enforcement agencies.
- 4.6 LEA: Law Enforcement Agency means an agency employing law enforcement officers to enforce criminal laws and that is a party to this Agreement.

## **SECTION 5: ADMINISTRATION AND MANAGEMENT**

- 5.1 CODE matters shall be decided by members of the CCU and the District Attorneys who have signed this Agreement and, if assessed, paid their annual assessments.
- 5.2 The CCU shall determine the organizational structure of field operations.
- 5.3 Every two years, the CCU shall decide by majority vote whether CODE is meeting its purpose of providing a well-coordinated, area-wide narcotics enforcement program in Central Oregon. The CCU may, at any time, take action necessary to achieve this purpose.
- 5.3.1 The CCU shall hold this vote during the July meeting of every odd year.
- 5.4 In March of every year, the CCU:
- 5.4.1 Shall determine the annual CODE budget for the next fiscal year, with the adoption of the budget by May of each year. The adoption of the final annual budget shall occur at the May meeting every year.
- 5.4.2 May distribute funds in excess of operating expenses, as provided under ORS 131A.350, et seq..
- 5.5 The CCU shall manage and supervise the CODE Administrator for CODE functions.
- 5.6 With direction from the CCU, the CODE Administrator shall, for administrative CODE functions, manage and supervise the CODE Lieutenant.
- 5.7 The CODE Administrator shall have the authority to facilitate and resolve administrative issues (including, but not limited to, legal, personal conflicts, and financial issues) arising under CODE operations prior to any CCU referral.
- 5.8 In addition, the CODE Administrator shall have the following responsibilities:
- 5.8.1 Provide oversight for the planning and administrative support of the CODE team.
- 5.8.2 Provide a proposed budget that shall include all High-Intensity Drug Trafficking Areas (HIDTA) budget requirements.
- 5.8.3 Disburse all forfeiture assets as provided for under Oregon Law and Section 7 of this Agreement.
- 5.8.4 Assist the CODE Lieutenant with the establishment of operational guidelines, such as policies and procedures.
- 5.8.5 Schedule annual audits of the team activities and supervisory personnel.
- 5.8.6 Assist the CODE Lieutenant with long-range planning and budgeting of resources to accommodate personnel, equipment, and funding needs.
- 5.8.7 Additional duties as noted in the CODE Policy and Procedures Manual.
- 5.9 The CODE Lieutenant shall act as the CODE Team Commander and will manage and supervise all CODE activities, including the day-to-day activities of CODE, including the following responsibilities:
- 5.9.1 Manage and Supervise the CODE Sergeant and other CODE assigned personnel.
- 5.9.2 Assignment of investigations and other tasks to unit personnel.

- 5.9.3 Scheduling of personnel.
  - 5.9.4 Review and approval of investigative reports.
  - 5.9.5 Supervision of personnel assigned to CODE and of investigations undertaken by CODE.
  - 5.9.6 Coordinate CODE operational activities with other law enforcement agencies.
  - 5.9.7 Ensure timely delivery of all reports and forfeiture documents to the District Attorney's Offices and Civil Forfeiture Counsel.
  - 5.9.8 Shall ensure the appropriate care and maintenance of all pre-forfeiture assets.
  - 5.9.9 Coordinate information received from departments and ensure the information provider is informed of case progress, as appropriate.
  - 5.9.10 The maintenance, monitoring, and recording of Confidential Fund expenditures.
  - 5.9.11 Apply for special program funding, including grants and forfeitures, monitor expenditure of those funds, and complete necessary program reports.
  - 5.9.12 Reporting to the CCU board on team activities.
  - 5.9.13 Release of information to the media as appropriate.
  - 5.9.14 Ensure adequate training is provided to all team personnel and coordinate with parent agencies to ensure those training records are provided to those agencies for permanent maintenance.
  - 5.9.15 Provide quarterly activity reports to the CCU.
  - 5.9.16 Assist the CODE Administrator in preparing the proposed annual budget.
  - 5.9.17 Mentor subordinate supervisors on the CODE team.
  - 5.9.18 Provide annual employee performance evaluations upon request from an agency.
  - 5.9.19 Additional duties as noted in the CODE Policy and Procedures Manual and as necessary to perform day-to-day management and supervisory duties of a multi-agency narcotics enforcement unit.
- 5.10 The CODE Sergeant shall be a Sergeant appointed from one of the participating law enforcement agencies, and their responsibilities shall include, but are not limited to, the following:
- 5.10.1 Assist the CODE Lieutenant with the day-to-day supervision and management activities of CODE.
  - 5.10.2 Assignment of investigations and other tasks to unit personnel.
  - 5.10.3 Scheduling, including work time, personal time off, overtime, and other timekeeping responsibilities of personnel.
  - 5.10.4 Review and approve investigative reports as needed.
  - 5.10.5 Field supervision of personnel assigned to CODE, including surveillance, missions, operations, and investigations undertaken by CODE.
  - 5.10.6 Coordinate CODE activities with other law enforcement agencies.
  - 5.10.7 Ensure timely delivery of all reports and forfeiture documents to the District Attorney's Office.
  - 5.10.8 Coordinate the care and maintenance of all pre-forfeiture assets.
  - 5.10.9 Coordinate information received from all departments as necessary.
  - 5.10.10 Assist CODE Lieutenant with maintenance, monitoring, and recording of Confidential Fund expenditures.
  - 5.10.11 May assist in the application for special program funding, including grants and forfeitures, monitoring expenditure of those funds, and completing necessary program reports.
  - 5.10.12 Keep the CODE Lieutenant informed on all investigations undertaken by CODE-assigned personnel.

- 5.10.13 Ensure all CODE equipment is accounted for and is in proper working order.
  - 5.10.14 Assume the duties of the CODE Team Commander when the CODE Lieutenant is unavailable.
  - 5.10.15 Release of authorized information to the media when appropriate.
  - 5.10.16 Serve as a mentor to subordinates.
  - 5.10.17 Conduct narcotic investigations as needed and assist other CODE personnel with investigations. (The CODE Sergeant shall not become over-involved with investigative matters, as they must be able to maintain the ability to effectively supervise CODE.)
  - 5.10.18 The primary focus of the CODE Sergeant shall be field supervision of narcotic investigators and coordination of ongoing investigations.
  - 5.11 Personnel investigations and discipline shall be handled as set out in the COLES bylaws, Section XVI, Investigations.
  - 5.12 An employee may be removed from the CODE team for any reason at the discretion of the CCU or the involved employee's LEA Head.
  - 5.13 Conflicting Policies. Participating Agency policies take precedence over the CODE's Policy and Procedures Manual. If there are conflicting policies and procedures (including but not limited to bargaining agreements, personnel regulations, or other administrative regulations) between CODE's Policy and Procedures Manual and a Participating Agency's policies or procedures, members shall comply with their own Participating Agency's policies or procedures; and as soon as practical, notify the CODE Sergeant and Lieutenant of the differences.
  - 5.14 Additional LEA who are not part of the CCU or COLES may assign members to the CODE team. Those LEAs may include other federal, state, or local partners. Those LEAs will execute a Memorandum of Understanding (MOU) with the CCU upon assignment of members to the CODE team.
    - 5.14.1 If another LEA does assign a member to the CODE team, the MOU shall identify the expected annual assessment of that LEA to be contributed to the confidential funds for the CODE team.
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## **SECTION 6: ASSESSMENTS**

6.1 Each LEA shall be assessed an amount each year to be used as confidential funds for the CODE team. The assessment for each LEA is as follows:

- Deschutes County S.O.: \$10,000.00
- Bend P.D.: \$10,000.00
- Redmond P.D.: \$5,000.00
- Prineville P.D.: \$5,000.00
- Crook County S.O.: \$5,000.00
- Madras P.D.: \$5,000.00
- Jefferson County S.O.: \$5,000.00
- Black Butte Service District: \$1,000.00
- Sunriver Service District: \$1,000.00

Each LEA shall assume responsibility for administering its budget for CODE expenditures.

6.2 Each year, during the annual CODE budget review, the CCU should determine the following year's LEA assessment contribution.

## **SECTION 7: FORFEITURE AGREEMENT**

Prohibited conduct occurs during criminal activities that result in and are facilitated by the acquisition, possession, or transfer of property subject to civil and criminal forfeiture. Governments attempting to respond to prohibited conduct require additional resources. Proceeds and instrumentalities of prohibited conduct may be forfeited. All participating agencies agree that any cases resulting in Civil or Criminal forfeiture in which there was any CODE involvement, the following will govern the administration of those processes:

### **CODE Involvement**

CODE involvement shall be any time a CODE team member is involved in the investigation and/or seizure, even if working with their own department and CODE has not been officially requested to assist. By nature of using a CODE member, that is CODE involvement.

### **Civil Forfeiture**

The Parties agree to abide by the Oregon Definition and Distribution scheme pursuant to ORS 131A.360. Any remaining distribution will be disbursed as defined in Section 7.1 of this Agreement. COLES shall hire civil forfeiture counsel for the CODE. Civil forfeiture counsel will handle all state civil forfeiture cases in Crook, Deschutes, and Jefferson Counties on behalf of the CODE team.

### **Criminal Forfeiture**

The Parties agree to abide by the Oregon Definition and Distribution scheme pursuant to ORS 131.594. Any remaining distribution will be disbursed as defined in Section 7.1 of this Agreement.

7.1 All Parties agree to the disbursement formula of remaining funds disbursed to CODE and COLES agencies as follows:

- a. Seizure of \$10,000 or less: 90% to CODE, 10% to seizing agency;
- b. Seizure between \$10,001 and \$50,000: 90% of the first \$10,000 to CODE and 10% to the seizing agency; any remaining: 75% to CODE and 25% to the seizing agency;
- c. Seizure above \$50,000: 90% of the first \$10,000 to CODE and 10% to the seizing agency; Next \$10,001 - \$50,000: 75% to CODE and 25% to the seizing agency; any amount remaining over \$50,000: 50% to CODE and 50% to seizing agency.
- d. Seizures by agencies whose detectives are assigned to CODE as full-time investigators and are assigned to investigate illegal marijuana operations as their primary function within their jurisdictions shall disperse proceeds as following procedures outlined in sections a through c above.
- e. Seizures by agencies whose detectives are assigned to investigate illegal marijuana operations as their primary function within their jurisdictions but are not assigned to CODE as a full-time investigator shall disperse proceeds as follows: 25% to CODE and 75% to the seizing agency.

7.2 The seizure amount is the determining factor in the disbursement rates. However, the disbursement rates will be applied to the actual amount remaining after all disbursements, legal, and other costs related to the forfeiture have been paid.

7.2.1 Other costs include the cost paid by CODE to conduct the investigation.

7.3 If any property is forfeited or seized outside of CODE involvement, excluding forfeitures specific to illegal marijuana operations, 100% of those forfeitures will go to the seizing agency, excluding ORS-specific distribution requirements. It is the responsibility of those seizing agencies to conduct their own forfeiture procedures and processing. If CODE becomes involved after the initial seizure,

any additional seizures after their involvement will be considered CODE seizures and will be governed by section 7.1.

7.4 If any COLES agencies dispute an individual case and related seizures as it may apply to the above-outlined protocol, the agency will present it to the COLES board. The COLES board will then determine the outcome based on this protocol and other information presented.

7.5 All seizing agencies who receive forfeiture proceeds as part of this Agreement shall report the use of those proceeds as required by ORS 131A.450(4).

7.6 The CODE Administrator, or their designee, shall report the results and disbursement amounts of each successful Civil or Criminal Forfeiture action undertaken by CODE at the COLES monthly meeting, following the final seizure order. This shall be via a written one-page disbursement document. Each agency that will be disbursed funds due to the final seizure order will be individually identified on this one-page disbursement document.

7.7 The CODE Administrator shall ensure that all forfeiture disbursements are conducted as soon as practicable following the final seizure order.

7.8 Any participating agency may decline forfeiture disbursements and allow CODE to keep any payable portions under section 7.1 of this agreement.

7.9 The Deschutes County Sheriff's Office shall manage the CODE asset forfeiture account, including distributing all costs, fees, and disbursements. In addition, the Deschutes County Sheriff's Office shall report all required information to the State Asset Forfeiture Oversight Advisory Committee and complete and distribute a quarterly report to each COLES board member on the status of all open and unresolved forfeitures.

7.10 Three (3) COLES members who are not employees of the Deschutes County Sheriff's Office shall be appointed to review all CODE forfeiture asset account expenditures. A written report of the review committee's findings shall be submitted to the CCU at least every six (6) months. The CCU shall be entitled to review the forfeiture asset account records and procedures at any time.

7.10.1 The review should occur in January and July of every year.

## **SECTION 8: ASSETS**

8.1 Without exception, and as provided under law, all net proceeds from forfeiture assets seized by CODE shall be placed in the CODE Forfeiture Fund.

8.2 During multi-agency operations, agencies party to this Agreement are required to utilize Drone Sense software if they intend to utilize their agency drones during an operation pursuant to this Agreement and have requested multi-agency responses as part of this Agreement; or Parties agree to ground their agency drones once assisting agency drones are on the scene to render aid at the event.

8.3 All equipment loaned to CODE by an LEA remains the property of the LEA unless the original LEA releases ownership to CODE.

## **SECTION 9: CONTRIBUTION**

9.1 If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a "Third Party Claim") against a Party or COLES (the "Notified Party") with respect to which the other Party (the "Other Party") may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party and COLES is

entitled to participate in the defense of a Third Party Claim and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and a meaningful opportunity for the Other Party to participate in the investigation, defense, and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's contribution obligation under this Section 9 with respect to the Third Party Claim.

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

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

9.4 All Parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

## **SECTION 10: LIMITATION OF LIABILITY**

EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 9, NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY, OR OTHERWISE. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.



## **SECTION 11: TERMINATION**

Any Party may withdraw from this Agreement at any time by giving thirty (30) days written notice to the other Parties of its intent to withdraw from the Agreement. Upon withdrawal or termination of this Agreement, each LEA may reclaim assets initially contributed by that LEA, if the assets were included in that LEA's budget. The balance of any existing assets shall remain an asset of CODE. Should CODE cease to exist, assets shall be distributed to the then-participating LEAs according to the percent of assets and monetary contributions made by each LEA throughout the existence of CODE.

## **SECTION 12: INSURANCE**

Each Participating COLES Agency, excluding the D.A.'s Offices, shall provide for its CODE Team Members, General, Auto and Professional Liability Coverage pursuant to the limits of the Oregon Tort Claims Act (OTCA), the Federal Tort Claims Act, 28 USC §2671 et seq., and subject to the limits of those acts for services and acts occurring in the course and scope of activities under this agreement. A participating agency's Self-Insurance will satisfy the requirements of this Section 12 and obligates the agency to maintain an actuarially sound Self-Insurance Fund for that purpose.

## **SECTION 13: NONAPPROPRIATION**

Agency's obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, Section 7, of the Oregon Constitution or any other law limiting the activities, liabilities, or monetary obligations of Agency.

## **SECTION 14: AMENDMENTS**

The terms of this Agreement may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties unless otherwise expressly provided within this agreement.

## **SECTION 15: MERGER, WAIVER**

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds Parties unless in writing and signed by all Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

## **SECTION 16: WORKERS COMPENSATION AND OTHER INSURANCE**

For all other purposes, including, but not limited to, Workers Compensation, employee benefits and insurances, and collective bargaining matters (including discipline and discharge) personnel assigned to CODE shall continue as employees of their Participating Agency, which shall be solely responsible

for those employees. Additionally, each Participating Agency shall be responsible for liability insurance, salary compensation, overtime, and equipment (vehicle, cell phone, computer and uniforms) of its CODE Team Member.

#### **SECTION 17: COUNTERPARTS**

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

#### **SECTION 18: GOVERNING LAW; CONSENT TO JURISDICTION**

This Agreement, including but not limited to issues of sovereign immunity of COLES, the state, county, or local COLES Participating Agencies, shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit, or proceeding between the Parties related to, or arising from, this Agreement shall be brought and conducted within a circuit court for the State of Oregon of proper jurisdiction or other venue as designated by Oregon law.

#### **SIGNATURE PAGES**

Deschutes County S.O. – Ty.Rupert@deschutes.org

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Signature Date

Crook County S.O. – John.Gautney@crookcountysheriff.org

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Signature Date

Jefferson County S.O. – jpollocksheriff@jcso.jeffersoncountyor.gov

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Signature Date

Bend P.D. – mkrantz@bendoregon.gov

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Signature Date

Black Butte Ranch P.D. – todd.rich@blackbuttepolice.org

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Signature Date

Madras P.D. – PGarrison@madraspd.gov

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Signature Date

Prineville P.D. – Swilson@prinevillepd.org

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Signature Date

Redmond P.D. – devin.Lewis@redmondoregon.gov

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Signature Date

Sunriver P.D. – prasic@sunriversdor.gov

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Signature Date

District Attorney of Crook County – Kari.Hathorn@crookcountyor.gov

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Signature Date

District Attorney of Deschutes County – Stephen.Gunnels@dcda.us

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Signature Date

District Attorney of Jefferson County – Steven.Lerich@co.jefferson.or.us

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