

**FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING**

This First Amendment to Memorandum of Understanding ("MOU") is between Crook County, Jefferson County, Klamath County, and Deschutes County, all political subdivisions of the State of Oregon. A copy of the MOU is attached hereto as Exhibit 1.

**EFFECTIVE DATE:** This First Amendment to MOU is effective as of July 1, 2023, and shall terminate June 30, 2028, unless extended or terminated earlier in accordance with its terms.

**CONTRIBUTIONS:** Upon the effective date of this First Amendment, paragraph 5 of the MOU is deleted in its entirety, and replaced with the following:

**DESIGNATED CONTRIBUTIONS:** Annually in March, the Steering Committee shall determine a minimum budget necessary to provide for operations of the OLWF, including compensation and expenses associated with the OLWF Coordinator. The minimum budget shall then be allocated among the parties to the MOU according to the following formula:

<u>County</u>	<u>%</u>	<u>Annual contributions due 7/1</u>
Crook County	28%	\$20,250.00
Jefferson County	16%	\$12,000.00
Klamath County	9%	\$6,750.00
Deschutes County	47%	\$33,750.00.

**TERMS:** Except as expressly provided in this First Amendment to MOU, all terms of the MOU (Exhibit 1), remain controlling and applicable.

**COUNTERPARTS:** This First Amendment to MOU may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together shall constitute one in the same instrument. Facsimiles and electronic transmittals of the signed document shall be binding as though they were an original of such signed document.

CROOK COUNTY:

By: County Judge  
Date: 4/19/23

KLAMATH COUNTY:

By: \_\_\_\_\_  
Date: \_\_\_\_\_

JEFFERSON COUNTY:

By: \_\_\_\_\_  
Date: \_\_\_\_\_

DESCHUTES COUNTY:

By: \_\_\_\_\_  
Date: \_\_\_\_\_

# EXHIBIT 1

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is between Crook County, Jefferson County, Klamath County, and Deschutes County, all political subdivisions of the State of Oregon.

**EFFECTIVE DATE:** This MOU is effective as of July 1, 2021, and shall terminate June 30, 2023, unless extended or terminated earlier in accordance with its terms.

**DESCRIPTION:** This MOU applies to operations of the Oregon Living With Fire (OLWF).

**PURPOSE:** This MOU is intended to document the intention of said counties to work together, on a continuing basis, toward maximum cooperation and mutual assistance in the areas of watershed restoration and community protection efforts for the purpose of implementation of the National Cohesive Wildland Fire Strategy in Central OR.

1. **RESPONSIBILITIES:** Each party to this MOU has equal rights with regard to appointments to the OLWF Steering Committee and general operational and financial oversight of OLWF.
2. **STEERING COMMITTEE:** A Steering Committee, comprised of 12 members, is authorized and charged with administering all operations of OLWF. The Steering Committee shall: (a) report periodically to each designated County contact person, (b) assist (by way of consensus recommendations) the Deschutes County Administrator with recruitment, hiring and supervision of the OLWF Coordinator; (c) undertake related functions as appropriate; and (d) assist the OLWF Coordinator with grant and other fiscal solicitations.
3. **OLWF COORDINATOR:** The OLWF Coordinator shall be contracted with Deschutes County. Compensation and other terms of retention shall be as provided in the personal services contract that the OLWF Coordinator signs with Deschutes County. The OLWF Coordinator, with input from the Steering Committee, shall report to and serve at the pleasure of the Deschutes County Administrator.
4. **FINANCIAL RESOURCES:** Operations and activities of OLWF and the OLWF Coordinator shall be funded by (a) designated contributions by the parties to this MOU, and (b) grants and other available revenue sources.
5. **DESIGNATED CONTRIBUTIONS:** Annually in March, the Steering Committee shall determine a minimum budget necessary to provide for operations of the OLWF, including compensation and expenses associated with the OLWF Coordinator. The minimum budget shall then be allocated among the parties to the MOU according to the following formula:

County	%	Annual contributions due 7/1.
Crook County	27%	\$20,250
Jefferson County	16 %	\$12,000

Klamath County	9%	\$6,750
Deschutes County	46%	\$33,750

6. **TERMINATION: Mutual Consent.** Any party may terminate its participation in this MOU for any reason by providing thirty (30) days' written notice to the other parties.
7. **INDEPENDENT PARTY:** It is agreed and understood that each party subject to this MOU will perform services and/or activities related to this MOU as an independent party, and not as an employee or agent of the other party.
8. **ASSIGNMENT:** The parties hereto may not assign this MOU, in whole or in part, without the prior written consent of all parties.
9. **BINDING EFFECT:** The terms of this MOU shall be binding upon and inure to the benefit of each of the parties and each of their respective administrators, agents, representatives, successors and assigns.
10. **AGENCY AND PARTNERSHIP:** None of the parties are, by virtue of this MOU, a partner or joint venture with any other party, nor shall any party have any obligation with respect to the other party's debts or liabilities of whatever kind or nature.
11. **INDEMNIFICATION:** To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, each party shall defend, save, hold harmless and indemnify the other and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of that party or its officers, employees, contractors, or agents under this MOU.
12. **NON-DISCRIMINATION:** Each party agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, age or sexual orientation, suffer discrimination in the performance of this MOU when employed by either party. Each party agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Section V of the Rehabilitation Act of 1973 as amended, and all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Additionally, each party shall comply with the Americans with Disabilities Act of 1990 as amended, ORS 659.425, and all regulations and administrative rules established pursuant to those laws.
13. **ATTORNEY FEES:** In the event an action, lawsuit, or proceeding, including appeal therefrom is brought for failure to fulfill or comply with any of the terms of this MOU, each party shall be responsible for its own attorney fees, expenses, costs, and disbursements for said action, lawsuit, proceeding or appeal.

14. **NO WAIVER OF CLAIMS:** The failure by any party to enforce any provision of this MOU shall not constitute a waiver by that party of that provision or of any other provision of this MOU.
15. **SEVERABILITY:** Should any provision or provisions of this MOU be construed by a court of competent jurisdiction to be void, invalid or unenforceable, such construction shall affect only the provision or provisions so construed, and shall not affect, impair or invalidate any of the other provisions of this MOU which shall remain in full force and effect.
16. **HEADINGS:** The headings of this MOU are for convenience only and shall not be used to construe or interpret any provisions of this MOU.
17. **APPLICABLE LAW:** This MOU shall be governed by and interpreted in accordance with the laws of the State of Oregon.
18. **ENTIRE AGREEMENT:** This MOU constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any and all prior or contemporaneous agreements or understandings between the parties, if any, whether written or oral, concerning the subject matter of this MOU which are not fully expressed herein. This MOU may not be modified or amended except by a writing signed by all parties.
19. **COUNTERPARTS:** This MOU may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together shall constitute one in the same instrument. Facsimiles and electronic transmittals of the signed document shall be binding as though they were an original of such signed document.

CROOK COUNTY:

\_\_\_\_\_  
 By: \_\_\_\_\_  
 Date: \_\_\_\_\_

KLAMATH COUNTY:

\_\_\_\_\_  
 By: \_\_\_\_\_  
 Date: \_\_\_\_\_

JEFFERSON COUNTY:

\_\_\_\_\_  
 By: \_\_\_\_\_  
 Date: \_\_\_\_\_

DESCHUTES COUNTY:

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 By: \_\_\_\_\_  
 Date: \_\_\_\_\_