



AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 1 of 2)

Item #

56

This document must be completed for each agenda item submitted for consideration by the Board of Commissioners.

Staff Contact:

Department: BOC

Person Attending BOC Meeting (*REQUIRED*):

Short Title of Agenda Item: Review draft letter of support for Direct Seed Preservation/Russian thistle reduction area

Phone Number (Ext):

Requested Agenda Date: April 12, 2017

This Item Involves: (Check all that apply for this meeting.)

- | | |
|---|---|
| <input type="checkbox"/> Order or Resolution | <input type="checkbox"/> Appointments |
| <input type="checkbox"/> Ordinance/Public Hearing: | <input type="checkbox"/> Update on Project/Committee |
| <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading | <input type="checkbox"/> Discussion Only |
| <input type="checkbox"/> Public Comment Anticipated: | <input checked="" type="checkbox"/> Discussion & Action |
| Estimated Time: | Estimated Time: |
| <input type="checkbox"/> Document Recording Required | <input type="checkbox"/> Department Report |
| <input type="checkbox"/> Contract/Agreement | <input type="checkbox"/> Other: |

☐ N/A

For Contracts and Agreements Only

Contractor/Entity:

Contractor/Entity Address:

Effective Dates – From:

Through:

Total Contract Amount:

Budget Line:

Does the contract amount exceed \$5,000? ☐ Yes ☐ No

If Yes, Attach Purchase Pre-Authorization Request if Applicable

Reviewed By:

_____	Department Head	Required for all BOC meetings
DATE		
<u>JS/RL</u>	<u>4-11-17</u>	Admin. Officer/BOC Office Required for all BOC meetings
DATE		
_____	County Counsel	Required for all legal documents
DATE		
_____	Finance Office	Required for all contracts; Other items as appropriate.
DATE		
_____	Human Resources	If appropriate
DATE		

Note: All entities must sign documents before they are presented to the Board of Commissioners. Original documents are preferred. Agenda requests, including this completed form and supporting documents, must be received by the Board's office by Noon on the Friday prior to the Board of Commissioners Wednesday meeting. County Counsel and Finance review is required for all contracts.

AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 2 of 2)

TITLE OF AGENDA ITEM: Review draft letter of support for Direct Seed Preservation/Russian thistle Reduction Area's grant application

1. ISSUES, BACKGROUND, AND DISCUSSION:

On April 5, 2017 the Board heard a presentation by John Rietmann and others associated with the Direct Seeding Preservation/Russian thistle Reduction Area. The Board directed staff to draft a letter of support for review on April 12, 2017. It was not determined at the time if the County would support any funding of the project.

2. OPTIONS:

1. Sign letter as presented
2. Request changes to the letter. Staff can make the changes during a break and generate a version for review and signature
3. Do not sign letter of support

3. FISCAL IMPACT:

The letter as written does not commit Morrow County to financial support of this project beyond the existing levels of roadside weed abatement. The primary impact to the County would be in the form of the staff time that may be dedicated to coordinating efforts with the project team.

4. STAFF RECOMMENDATIONS:

5. SUGGESTED ACTION(S) / MOTION(S):

The Board may make a motion to sign the letter in support of the Direct Seeding Preservation/Russian thistle Reduction Area project proposal application.

- Attach additional background documentation as needed.

Routing: Original or copies of signed contract or document should be sent to the following:

- | | |
|---|---|
| <input type="checkbox"/> Clerk (Original for recording) | <input type="checkbox"/> Finance Department (Copy for file) |
| <input type="checkbox"/> Board of Commissioners (Copy for file) | <input type="checkbox"/> Department – For distribution |
| <input type="checkbox"/> Other _____ | |

April 12, 2017

Dear John and Kerry Rietmann,

The Morrow County Board of Commissioners supports the locally-driven Direct Seed Preservation/Russian Thistle Reduction Area group in its efforts to obtain USDA funding through the Regional Conservation Partnership Program. If funded, this project will protect agricultural viability, which is vital to Morrow County's economy.

Morrow County is willing to be a partner in these efforts along with the many other public and private entities that are also supporting the proposed project. While Morrow County has not committed additional funding to this project, there may be an opportunity for the County to coordinate its existing weed abatement efforts along County roads with the efforts of your group.

Sincerely,

Melissa Lindsay
Chair

Don Russell
Commissioner

Jim Doherty
Commissioner



AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 1 of 2)

Item #

621

This document must be completed for each agenda item submitted for consideration by the Board of Commissioners.

Staff Contact: Burke O'Brien

Phone Number (Ext): 541-989-9500

Department: Morrow County Public Works/Road Dept.

Requested Agenda Date: April 12

Person Attending BOC Meeting (REQUIRED): Burke O'Brien, Matt Scrivner

Short Title of Agenda Item: ODOT IGA#31545

This Item Involves: (Check all that apply for this meeting.)

- | | |
|---|---|
| <input type="checkbox"/> Order or Resolution | <input type="checkbox"/> Appointments |
| <input type="checkbox"/> Ordinance/Public Hearing: | <input type="checkbox"/> Update on Project/Committee |
| <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading | <input type="checkbox"/> Discussion Only |
| <input type="checkbox"/> Public Comment Anticipated: | <input checked="" type="checkbox"/> Discussion & Action |
| Estimated Time: | Estimated Time: 5 min. |
| <input type="checkbox"/> Document Recording Required | <input type="checkbox"/> Department Report |
| <input checked="" type="checkbox"/> Contract/Agreement | <input type="checkbox"/> Other: |

☒ N/A

For Contracts and Agreements Only

Contractor/Entity: ODOT – Motor Carrier Transportation Division;

Over-Dimension Permit Manager/Freight Mobility Coordinator

Contractor/Entity Address: 3930 Fairview Industrial Dr. SE, Salem, Oregon 97302

Effective Dates – From: Current

Through: April 2027

Total Contract Amount:

Budget Line:

Does the contract amount exceed \$5,000? ☐ Yes ☒ No

If Yes, Attach Purchase Pre-Authorization Request if Applicable

Reviewed By:

Burke O'Brien 3/29/17
DATE Department Head

Required for all BOC meetings

JS/AL 4-11-17
DATE Admin. Officer/BOC Office

Required for all BOC meetings

JS/AL 3-29-2017
DATE County Counsel

Required for all legal documents

Hall 3/29/17
DATE Finance Office

Required for all contracts; Other items as appropriate.

DATE Human Resources

If appropriate

Note: All entities must sign documents before they are presented to the Board of Commissioners. Original documents are preferred. Agenda requests, including this completed form and supporting documents, must be received by the Board's office by Noon on the Friday prior to the Board of Commissioners Wednesday meeting. County Counsel and Finance review is required for all contracts.

AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 2 of 2)

1. TITLE OF AGENDA ITEM:

ODOT IGA# 31545 – Oversized/Overweight Continuous Operations Variance Permit (OS/OW COVP)

2. ISSUES, BACKGROUND, AND DISCUSSION:

This is to supersede and replace Agreement No. GF 18531, and is subsequent amendment(s), in its/their entirety. Agreement No. GF 18531 will terminate upon the execution of this agreement.

This is to allow Oversize/Overweight single trip permits on County roads. When there is an oversize load needing to travel on County roads they will need to obtain approval from the County Road Department in order to allow the load to utilize County roads. We like to have this control as there are some bridges and roads that cannot handle certain oversize/overweight loads. This allows the County to keep track of this type of traffic in the areas that the County maintains.

This agreement shall automatically terminate ten (10) years from the date of execution, unless extended by a fully executed amendment.

3. OPTIONS:

1. Review and Accept
2. other

4. FISCAL IMPACT:

Incoming revenues from permits; personnel time to process permit request

5. STAFF RECOMMENDATIONS:

It is the staff's recommendation to approve the ODOT IGA #31545; to continue services already being provided by the County.

6. SUGGESTED ACTION(S) / MOTION(S):

Approve contract as submitted

- Attach additional background documentation as needed.

Routing: Original or copies of signed contract or document should be sent to the following:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Clerk (Original for recording) | <input checked="" type="checkbox"/> Finance Department (Copy for file) |
| <input checked="" type="checkbox"/> Board of Commissioners (Copy for file) | <input type="checkbox"/> Department – For distribution |
| <input checked="" type="checkbox"/> Other <u>Morrow County Public Works/Road Department</u> | |



Contract and Agreement Review Sheet

Contract/Agreement Number:
31545

County Counsel Review
Date: 03-28-2017

Staff Contact: Burke O'Brien Phone Number (Ext): 541-989-9500

Department: Morrow County Public Works Agenda Date: _____

Contractor Name: Over-Dimension Permit

Address: 3930 Fairview Industrial Dr. SE

City, State, Zip: Salem, OR 97302

Effective Dates – From: Current Through: April 2027

Total Contract Amount: _____ Budget Line: _____

Does the contract amount exceed \$5,000? ☐ Yes ☒ No

If Yes, Attach Purchase Pre-Authorization Request if Applicable

Background and Discussion:

This is to supersede and replace Agreement No. GF 18531, and is subsequent amendment(s), in its/their entirety. Agreement No. GF 18531 will terminate upon the execution of this agreement. This is to allow Oversize/Overweight single trip permits on County roads. When there is an oversize load needing to travel on County roads they will need to obtain approval from the County Road Department in order to allow the load to utilize County roads. We like to have this control as there are some bridges and roads that can not handle certain oversize/overweight loads. This allows the County to keep track of this type of traffic in the areas that the County maintains.

This agreement shall automatically terminate ten (10) years from the date of execution, unless extended by a fully executed amendment.

Fiscal Impact:

Incoming revenues from permits; personnel time to process permit request

Original or copies of signed contract should be sent to the following:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Clerk (Original for recording) | <input checked="" type="checkbox"/> Finance Department (Copy for file) |
| <input checked="" type="checkbox"/> BOC Office (Copy for file) | <input type="checkbox"/> Department – For distribution to the contractor |
| <input checked="" type="checkbox"/> Other <u>Morrow County Public Works/Road Department</u> | |

**INTERGOVERNMENTAL AGREEMENT
Continuous Operations Variance Permit Authorization
Morrow County**

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State;" and Morrow County, acting by and through its elected officials, hereinafter referred to as "County," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. By the authority granted in ORS [190.110](#), state agencies may enter into agreements with units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.
2. Under ORS 818 the State administers a variance permit program that allows use of the roads of this state for travel by oversize/overweight vehicles and loads. The permit program includes Oversize/Overweight Continuous Operations Variance Permits (OS/OW COVP).
3. Under ORS 818.205, a OS/OW COVP authorizes oversize and overweight vehicles and loads to maintain continuous travel on specific routes over State highways, county roads and city streets, thereby allowing the permit holder to obtain a single OS/OW COVP with travel authorizations in multiple jurisdictions for the same movement from the State or a county. The State has adopted rules that establish the fees for OS/OW COVP in OAR 734-070-0140.
4. In order to simplify and expedite the issuance of the permits, County desires State to issue OS/OW COVPs that authorize use of roads under County jurisdiction for travel by oversize/overweight vehicles and loads.
5. State desires to issue OS/OW COVPs that authorize use of roads under County jurisdiction for travel by oversize/overweight vehicles and loads according to the terms of this Agreement.

NOW THEREFORE, the premises being in general as stated in the foregoing recitals, it is agreed by and between the parties hereto as follows:

TERMS OF AGREEMENT

1. This Agreement shall supersede and replace Agreement No. GF 18531, and its subsequent amendment(s), in its/their entirety. Agreement No. GF 18531 will terminate upon the execution of this Agreement.

2. County grants State, and State's authorized agents, authority to issue OS/OW COVPs for travel over roads which are under the jurisdiction of County, in accordance with the terms of this Agreement. This Agreement addresses only issuance of OS/OW COVPs by State for travel over roads which are under the jurisdiction of County. State is not authorized to issue any other type of oversize/overweight variance permit under this Agreement. .
3. This Agreement becomes effective upon the date all required signatures are obtained and shall automatically **terminate ten (10) years** from the date of execution, unless extended by a fully executed amendment.
4. Each Party will be responsible for their own costs associated with this Agreement.

COUNTY OBLIGATIONS

1. County shall provide State with a list of the roads under County jurisdiction on which travel by oversize/overweight vehicles and loads is permitted. The list shall include the maximum weights allowable for the road or road segment, and allowable dimensions, based on vertical and horizontal clearances, for the road or road segment. County shall provide State written notice of changes in authorized roads at least four (4) weeks prior to the change.
2. County certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of County, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind County.
3. County's Contact for this Agreement is: Kirsti Cason, P O Box 428 Lexington, OR 97839 Phone # (541) 989-9500 Email: kcason@co.morrow.or.us, County shall notify the other Party in writing of any contact information changes during the term of this Agreement.

STATE OBLIGATIONS

1. State shall issue OS/OW COVPs only for travel over specified County roads.
2. State shall collect the fee established in OAR 734-070-0140 for both the State and County. The County fee shall be forwarded to the County for each OS/OW COVP issued through this Agreement on a monthly basis.
3. Unless otherwise directed by County in writing, State shall, in issuing the OS/OW COVPs, stipulate the same general and special provisions for County roads as it does for state highways. The routes and maximum weights and dimensions which may be specified in OS/OW COVPs for County roads shall be those set forth on the list provided to the State under Paragraph 1 of County Obligations unless modified by the County in writing pursuant to this paragraph.

County/State
Agreement No. 31545

4. State's Contact for this Agreement is: Christy Jordan, Over-Dimension Permit Manage/Freight Mobility Coordinator, ODOT - Motor Carrier Transportation Division, 3930 Fairview Industrial Dr. SE, Salem OR, 97302, 503-378-6192, christy.a.jordan@odot.state.or.us., or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. The Parties certify, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within their current appropriation or limitation of current biennial budget.
2. This Agreement may be terminated by either Party upon thirty (30) days' notice, in writing and delivered by certified mail or in person.
3. The Parties may terminate this Agreement effective upon delivery of written notice to either Party, or at such later date as may be established by the Parties, under any of the following conditions:
 - a. If either Party fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If either Party fails to perform any of the other provisions of this Agreement or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - c. If either Party fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow either Party, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this agreement.
 - d. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if either Party is prohibited from paying for such work from the planned funding source.
4. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
5. Both Parties shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 incorporated herein by reference and made a part hereof; Without limiting the generality of the foregoing, County expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the

Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

6. Both Parties shall perform the service under this Agreement as an independent contractor and shall be exclusively responsible for all cost and expenses related to its employment of individuals to perform the work under this Agreement, including, but not limited to, retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholdings.
7. All employers that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. County shall ensure that each of its contractors complies with these requirements.
8. 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 ("Third Party Claim") against State or County with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and ~~meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.~~
9. With respect to a Third Party Claim for which State is jointly liable with County (or would be if joined in the Third Party Claim), State 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 County in such proportion as is appropriate to reflect the relative fault of State on the one hand and of County on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of County 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. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
10. With respect to a Third Party Claim for which County is jointly liable with State (or would be if joined in the Third Party Claim), County 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 State in such proportion as is appropriate to reflect the relative fault of County on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of County on the one hand and of State 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. County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

11. The Parties shall attempt in good faith to resolve any dispute arising out of this 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.
12. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
13. This Agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

THE PARTIES, by execution of this Agreement, hereby acknowledge that its signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

Signature Page to Follow

County/State
Agreement No. 31545

Morrow County, by and through its
elected officials

By _____

Date _____

By _____

Date _____

By _____

Date _____

**APPROVED FOR LEGAL
SUFFICIENCY**

By _____
County Counsel

Date _____

STATE OF OREGON, by and through
its Department of Transportation

By _____
Division Administrator, Motor Carrier
Transportation Division

Date _____

APPROVAL RECOMMENDED

By _____
Motor Carrier Services Section Manager

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By Mark F. Schumock Via email
Assistant Attorney General (If Over
\$150,000)

Date February 6, 2017

County Contact:

Kirsti Cason
365 W Hwy 74
P O Box 428
Lexington, OR 97839
Phone: (541) 989-9500
Email: kcason@co.morrow.or.us

State Contact:

Christy Jordan, Over-Dimension Permit Manager/Freight Mobility Coordinator
ODOT – Motor Carrier Transportation Division
3930 Fairview Industrial Dr. SE
Salem, OR 97302
503-378-6192
Christy.a.jordan@odot.state.or.us

County/State
Agreement No. 31545



NONDISCLOSURE AGREEMENT

AGENCY: Complete BOX below and FAX to (206) 266-7010 or e-mail to contracts-legal@amazon.com.

Governmental Entity Name: Morrow County
By (signature): [Signature]
Printed Name: TERESA K. TALLMAN
Title: County Judge
Date Signed: 03/19/2014

Address: P.O. Box 788
Heppner, OR 97836
Fax No.: 541-676-5621
Email Address: kwai.pf@co.morrow.or.us

This Nondisclosure Agreement (this "Agreement") is entered into by Agency for the benefit of Amazon.com, Inc. and its Affiliates ("Amazon"). In connection with a proposed transaction or relationship between Agency and Amazon, Agency may receive information on Amazon's operations and businesses. In consideration of the receipt of such information, the Agency agrees as follows:

1. **Confidential Information.** "Affiliate" means, with respect to any entity, any other entity that directly or indirectly controls, is controlled by or is under common control with that entity, and "Confidential Information" means all nonpublic information relating to Amazon or disclosed by Amazon or its Affiliates to the above-referenced governmental entity, its Affiliates or agents of any of the foregoing (collectively, "Agency") that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential.

2. **Exclusions.** Confidential Information excludes information that (i) is or becomes publicly available without breach of this Agreement, (ii) can be shown by documentation to have been known to Agency at the time of its receipt from Amazon, (iii) is disclosed to Agency from any third party who did not acquire or disclose such information by a wrongful or tortious act, or (iv) can be shown by documentation to have been independently developed by Agency without reference to any Confidential Information.

3. **Use of Confidential Information.** Agency may use Confidential Information only in pursuance of its business relationship with Amazon. Except as provided in this Agreement, Agency will not disclose Confidential Information to anyone without Amazon's prior written consent. Agency will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information, including, at a minimum, those measures it takes to protect its own confidential information of a similar nature.

4. **Agency Personnel.** Agency will restrict the possession, knowledge and use of Confidential Information to each of its employees and subcontractors who (i) has a need to know the Confidential Information, and (ii) is legally obligated to protect the Confidential Information to the same or greater degree as required under this Agreement. Agency will ensure that its employees, subcontractors and Affiliates comply with this Agreement.

5. **Disclosures to Governmental Entities.** Agency may disclose Confidential Information as required to comply with (a) orders of governmental entities with jurisdiction over it and (b) applicable freedom of information or public records laws, if Agency (i) gives Amazon prior written notice sufficient to allow Amazon to seek a protective order or other remedy (except to the extent that Agency's compliance would cause it to violate an order of the governmental entity or other legal requirement), (ii) discloses only such information as is required by the governmental entity and/or the applicable freedom of information or public records law (including by limiting disclosure and redacting disclosed materials to the maximum extent permitted under any exemptions or exceptions to such laws), and (iii) uses commercially reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed.

6. **Ownership of Confidential Information.** All Confidential Information will remain the exclusive property of Amazon. Amazon's disclosure of Confidential Information will not constitute an express or implied grant to Agency of any rights to or under Amazon's patents, copyrights, trade secrets, trademarks or other intellectual property rights. Agency will not use any trade name, trademark, logo or any other proprietary rights of Amazon (or any of its Affiliates) in any manner without prior written authorization of such use by a Vice President of Amazon (or its applicable Affiliate).

7. **Notice of Unauthorized Use.** Agency will notify Amazon immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement. Agency will cooperate with Amazon in every reasonable way to help Amazon regain possession of such Confidential Information and prevent its further unauthorized use and disclosure.

8. **Return of Confidential Information.** Agency will return or destroy all tangible materials embodying Confidential Information (in any form and including, without limitation, all summaries, copies and excerpts of Confidential Information) promptly following Amazon's written request.

9. **Injunctive Relief.** Agency acknowledges that a breach of its obligations under this Agreement could cause irreparable harm to Amazon as to which monetary damages may be difficult to ascertain or an inadequate remedy. Agency agrees that Amazon will have the right, in addition to its other rights and remedies, to seek injunctive relief for any violation of this Agreement.

10. **Scope; Termination.** This Agreement covers Confidential Information received by Agency prior and subsequent to the date hereof. This Agreement is effective as of the date Confidential Information is first received and will continue for 3 years, after which it automatically renews unless either party terminates this Agreement by providing at least 90 days prior written notice to the other party, provided, that Agency's obligations with respect to Confidential Information will survive for 5 years following termination of this Agreement, and Sections 6, 9, 10, and 11 will survive indefinitely and the confidentiality obligations of this Agreement will continue to apply to the Confidential Information for as long as the information continues to constitute a trade secret or does not otherwise fall within an exclusion described in Section 2.

11. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and may be amended, modified, or waived only with the mutual written consent of the parties. Agency may not assign this Agreement without Amazon's written consent. If a provision of this Agreement is held invalid under applicable law, such invalidity will not affect any other provision of this Agreement that can be given effect. All notices hereunder will be in writing and will be sent by overnight courier, confirmed facsimile transmission certified mail. Notices to Agency will be delivered to the address set forth above. Notices to Amazon will be delivered, Attn. General Counsel, to: 410 Terry Avenue North, Seattle, WA 98109-5210; Fax No. 206/266.7010.